



City of Sunnyvale

Notice and Agenda - Final Planning Commission

Monday, November 9, 2020

6:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15

Special Meeting - Study Session - 6:00 PM | Public Hearing - 7:00 PM

TELECONFERENCE NOTICE

Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, the meeting of the Sunnyvale Planning Commission on November 9, 2020, will take place by teleconference, as allowed by Governor Gavin Newsom’s Executive Order N-29-20.

- *Watch the Planning Commission meeting on television over Comcast Channel 15, at <https://Sunnyvale.ca.gov/YouTubeMeetings> or <https://Sunnyvaleca.Legistar.com/Calendar.aspx>*
- *Submit written comments to the Planning Commission up to 4 hours prior to the meeting to planningcommission@sunnyvale.ca.gov or by mail to Sunnyvale Planning Division, 456 W. Olive Avenue, Sunnyvale, CA 94086-3707.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

Meeting Online Link: <https://sunnyvale-ca-gov.zoom.us/j/91827390357>

Meeting call-in telephone number: 833-548-0276 | Meeting ID: 918 2739 0357

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. For other special assistance, please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Planning Division may be reached at 408-730-7440 or at planning@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

6:00 PM STUDY SESSION**Call to Order**

Call to order via teleconference.

Roll Call**Study Session**

The public may provide comments regarding the Study Session item(s).

A. [20-0951](#)**Proposed Project:****SPECIAL DEVELOPMENT PERMIT AND TENTATIVE MAP:**

for a 108-foot tall seven-story mixed-use building with approximately 52,000 square feet retail space and 423,000 square feet of office space, two levels of underground parking, extension of Frances Street, and associated site improvements

Location: 200 South Taaffe Street (APN: 209-35-022)

File #: 2020-7110

Zoning: DSP-18

Applicant / Owner: STC Venture LLC (applicant/owner)

Environmental Review: The proposed project is exempt pursuant to CEQA Guidelines Section 15183-Project Consistent with a Community Plan and was previously evaluated in the Downtown Specific Plan EIR (SCH # 2018052020) which was Certified by the City Council on August 11, 2020.

Project Planner: Shaunn Mendrin, (408) 730-7431, smendrin@sunnyvale.ca.gov

Adjourn Study Session**7:00 PM PLANNING COMMISSION MEETING****CALL TO ORDER**

Call to Order via teleconference.

ROLL CALL**ORAL COMMUNICATIONS**

This category provides an opportunity for members of the public to address the commission on items not listed on the agenda and is limited to 15 minutes (may

be extended or continued after the public hearings/general business section of the agenda at the discretion of the Chair) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Planning Commission to take action on an item not listed on the agenda. If you wish to address the Planning Commission, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

- 1.A** [20-0949](#) Approve Planning Commission Meeting Minutes of October 26, 2020

Recommendation: Approve Planning Commission Meeting Minutes of October 26, 2020 as submitted.

- 1.B** [20-0950](#) Approve the 2021 Planning Commission Annual Work Plan

Recommendation: Approve the 2021 Planning Commission Annual Work Plan as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to the notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes.

- 2.** [20-0834](#) Forward a Recommendation to Introduce an Ordinance to amend Chapter 19.54. (Wireless Telecommunication Facilities) and Find that the Action is Exempt from California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15061(b) (3), and 15378(b).

Recommendation: Alternative 1: Forward a Recommendation to City Council to Introduce an Ordinance (Attachment 2 to the report) to amend Sunnyvale Municipal Code Chapter 19.54. (Wireless Telecommunication Facilities) and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Section 15061(b)(3), and 15378(b).

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

-Staff Comments

ADJOURNMENT

Notice to the Public:

Any agenda related writings or documents on this agenda distributed to members of the Planning Commission are available by contacting the Planning Division at planning@sunnyvale.ca.gov. Agendas and associated reports are also available at sunnyvaleca.legistar.com/calendar.aspx 72 hours before the meeting.

Planning a presentation for a Planning Commission meeting? To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" document available on the City website.

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the City at or before the public hearing.

PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure section 1094.5. Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance in this meeting, please see the notice at the beginning of this agenda.



City of Sunnyvale

Agenda Item A

20-0951

Agenda Date: 11/9/2020

REPORT TO PLANNING COMMISSION

SUBJECT

Proposed Project:

SPECIAL DEVELOPMENT PERMIT AND TENTATIVE MAP: for a 108-foot tall seven-story mixed-use building with approximately 52,000 square feet retail space and 423,000 square feet of office space, two levels of underground parking, extension of Frances Street, and associated site improvements

Location: 200 W. Washington Avenue - Corrected Address (APN: 209-35-022)

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ATTACHMENTS

1. Site and Architectural Plans

**HUNTER
PROPERTIES**
200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP, INC.
181 GREENWICH ST.
SAN FRANCISCO, CA 94111

ILLUMINATION DESIGN
LUMENWORKS
3410 LAKESHORE AVE, SUITE 201
OAKLAND, CA 94610

△ Date	Description
02.10.2020	ENTITLEMENT SUBMITTAL
07.17.2020	ENTITLEMENT RESUBMITTAL
10.23.2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
COVER SHEET

Scale
As indicated

A0.00.

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CITYLINE SUNNYVALE BUILDINGS 3A & 3B

DRAFT ENTITLEMENT REVIEW
OCTOBER 23, 2020

**Planning Application 2020-7110
Planning Commission Study Session
November 9, 2020**

HUNTER
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DRAWING INDEX - ENTITLEMENT				
Sheet Number	Sheet Name	Entitlement 02.10.2020	Entitlement 07.17.2020	Draft Entitlement Review 10.23.2020
A0.00.	COVER SHEET	•	•	•
A0.01.	DRAWING INDEX	•	•	•
A0.02.	PROJECT INFO, LOCATION MAP, ASSESSOR'S PARCEL MAP	•	•	•
A0.03.	DETAILED CODE SHEET	•	•	•
A0.04.	GROSS AREA PLANS	•	•	•
A0.05.	PARKING PLANS	•	•	•
A0.20.	EXISTING CONDITIONS - PHOTOS	•	•	•
A0.30.	CONTEXT PLAN		•	•
A0.40.	SITE PLAN	•	•	•
A0.41.	SHADING DIAGRAM		•	•
A0.90.	MATERIAL PALETTE	•	•	•
A0.91.	RENDERINGS	•	•	•
A0.92.	RENDERINGS	•	•	•
A1.00.	LEVEL B2 PLAN	•	•	•
A1.01.	LEVEL B1 PLAN	•	•	•
A1.02.	LEVEL 01 PLAN	•	•	•
A1.03.	LEVEL 02 PLAN	•	•	•
A1.04.	LEVEL 03 PLAN	•	•	•
A1.05.	LEVEL 04 PLAN	•	•	•
A1.06.	LEVEL 05 PLAN	•	•	•
A1.07.	LEVEL 06 PLAN	•	•	•
A1.08.	LEVEL 07 PLAN	•	•	•
A1.09.	ROOF LEVEL PLAN		•	•
A1.10.	PENTHOUSE LEVEL PLAN	•	•	•
A2.01.	BUILDING ELEVATIONS - NORTH & SOUTH	•	•	•
A2.02.	BUILDING ELEVATIONS - EAST & WEST	•	•	•
A2.03.	MURPHY STREETSCAPE		•	•
A3.01.	BUILDING SECTIONS	•	•	•
A3.02.	PARKING RAMP SECTIONS		•	•
A4.01.	EXTERIOR DETAILS			•
A4.02.	EXTERIOR DETAILS			•
L0.1	CONCEPTUAL LANDSCAPE PLAN	•	•	•
L0.2	CONCEPTUAL LANDSCAPE IMAGERY	•	•	•
L0.3	SITE DIAGRAMS		•	•
L1.1	CONCEPTUAL MATERIALS PLAN	•	•	•
L2.1	PLANTING SCHEDULE	•	•	•
L2.2	CONCEPTUAL PLANTING PLAN	•	•	•
L2.3	TREE DISPOSITION PLAN		•	•
L3.1	STREETSCAPE SECTIONS / DETAILS		•	•
L4.1	SUNNYVALE STANDARD STREETSCAPE DETAILS		•	•
L.3.00	CONCEPTUAL LANDSCAPE COMPOSITE PLAN - TERRACES		•	•
L.3.01	CONCEPTUAL LANDSCAPE MATERIALS SCHEDULE		•	•

△	Date	Description
	02.10.2020	ENTITLEMENT SUBMITTAL
	07.17.2020	ENTITLEMENT RESUBMITTAL
	10.23.2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
DRAWING INDEX

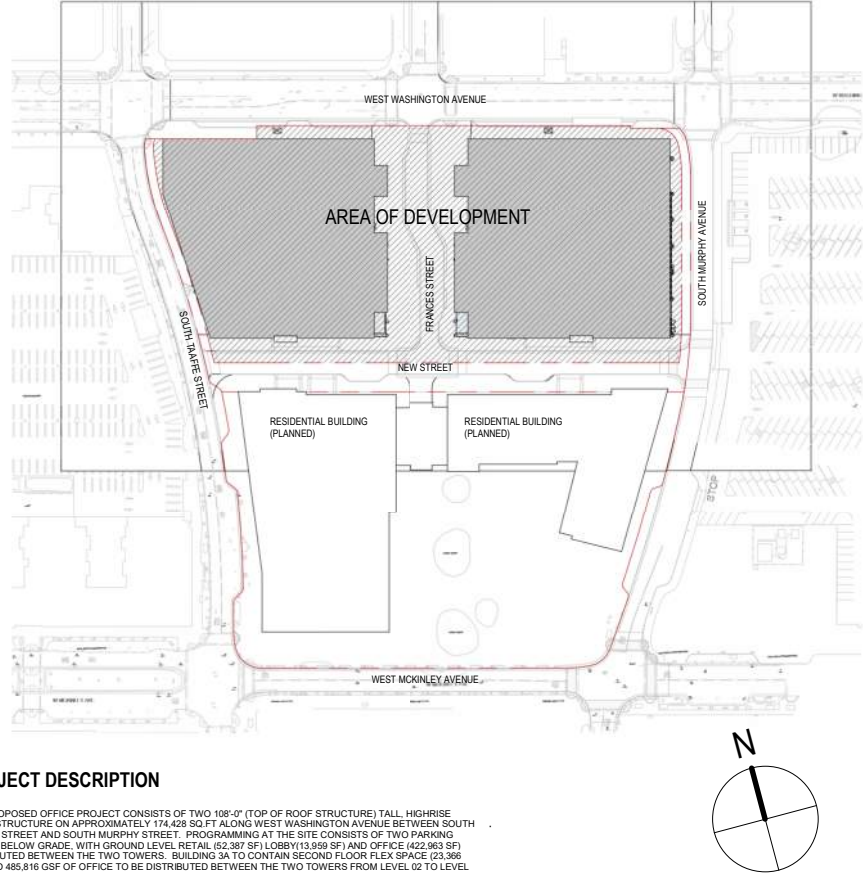
Scale
As indicated

A0.01.

ASSESSOR'S MAP



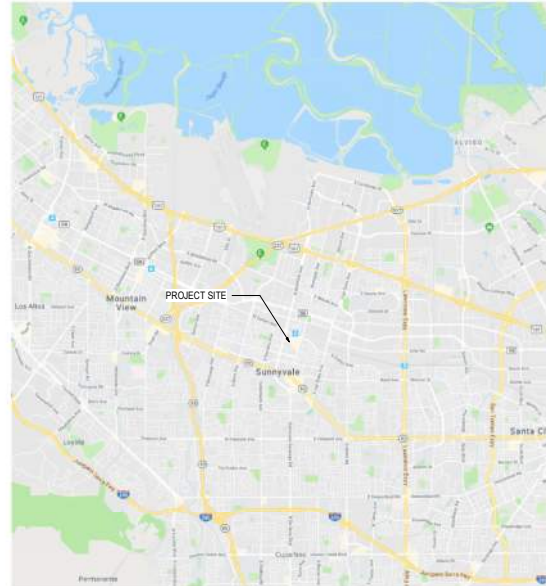
SITE DIAGRAM



PROJECT DESCRIPTION

THE PROPOSED OFFICE PROJECT CONSISTS OF TWO 108'-0" (TOP OF ROOF STRUCTURE) TALL, HIGHRISE STEEL STRUCTURE ON APPROXIMATELY 174,428 SQ. FT. ALONG WEST WASHINGTON AVENUE BETWEEN SOUTH TAAFFE STREET AND SOUTH MURPHY STREET. PROGRAMMING AT THE SITE CONSISTS OF TWO PARKING LEVELS BELOW GRADE, WITH GROUND LEVEL RETAIL (52,387 SF) LOBBY (13,959 SF) AND OFFICE (422,963 SF) DISTRIBUTED BETWEEN THE TWO TOWERS. BUILDING 3A TO CONTAIN SECOND FLOOR FLEX SPACE (23,366 SF), AND 485,816 GSF OF OFFICE TO BE DISTRIBUTED BETWEEN THE TWO TOWERS FROM LEVEL 02 TO LEVEL 07. THIS PROJECT MAY ENTAIL MINOR VARIANCES TO THE ADOPTED SPECIFIC PLAN FOR DOWNTOWN SUNNYVALE.

VICINITY MAP



LOCATION MAP



GENERAL PROJECT INFORMATION

PROJECT TITLE: CITYLINE SUNNYVALE BUILDINGS 3A & 3B
LEAD AGENCY NAME AND ADDRESS: CITY OF SUNNYVALE
PLANNING AND BUILDING DIVISIONS
COMMUNITY DEVELOPMENT DEPARTMENT
456 W. OLIVE AVE.
SUNNYVALE, CA 94086
CONTACT PERSON AND PHONE NUMBER: SHAJIN MENDIRIN
CITY OF SUNNYVALE
PLANNING AND BUILDING DIVISIONS
COMMUNITY DEVELOPMENT DEPARTMENT
456 W. OLIVE AVE.
SUNNYVALE, CA 94086
(408) 730-7431
SMENDIRIN@SUNNYVALE.CA.GOV
PROJECT LOCATION: W WASHINGTON AVE. BETWEEN TAAFFE ST AND MURPHY ST
SUNNYVALE, CALIFORNIA
PARCEL APN: 209-35-022
PROJECT APPLICANT'S NAME AND ADDRESS: HUNTER PROPERTIES
ATTN: JOSHUA RUPERT
10121 MILLER AVE # 200
CUPERTINO, CA 95014
EXISTING GENERAL PLAN DESIGNATIONS: TRANSIT MIXED USE
EXISTING ZONING: DSP18 (DOWNTOWN SPECIFIC PLAN)
REQUESTED PERMITS: PLANNING PERMIT

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CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
PROJECT INFO, LOCATION MAP,
ASSESSOR'S PARCEL MAP

Scale
As indicated

A0.02.



COMMERCIAL/INDUSTRIAL PROJECT DATA

Applicant should refer to the Sunnyvale Municipal Code (<http://qcode.us/codes/sunnyvale>) for current requirements.

	EXISTING CONDITIONS	PROPOSED PROJECT	REQUIRED/ PERMITTED
<input type="checkbox"/> General Plan	Transit Mixed Use	Transit Mixed Use	Transit Mixed Use
<input type="checkbox"/> Zoning District	Downtown Specific Plan, #18	Downtown Specific Plan, #18	Downtown Specific Plan, #18
<input type="checkbox"/> Lot Size (sq. ft.)	156,380 SF	174,428 SF (Building 3 North)	Per SDP min.
<input type="checkbox"/> Gross Floor Area (sq. ft.)	-	422,963 SF office + 52,387 SF Retail	709,000 SF office + 642,000 SF Retail max.
<input type="checkbox"/> Lot Coverage (%)	-	57%	Per SDP max.
<input type="checkbox"/> Floor Area Ratio (FAR)	-	3.44	max.
<input type="checkbox"/> Gross Floor Area of Tenant (sq. ft.)	-	N/A	N/A
<input type="checkbox"/> Building Height (ft.)	-	108'	max.
<input type="checkbox"/> No. of Stories	-	7	max.
<input type="checkbox"/> No. of Buildings On-Site	-	2	-
<input type="checkbox"/> Distance Between Buildings (ft.)	-	76'	max.
<input type="checkbox"/> Front Setbacks	-	2'	0'-0" min.
<input type="checkbox"/> Left Side Setbacks (facing property)	-	10'-0"	0'-0" min.
<input type="checkbox"/> Right Side Setbacks (facing property)	-	10'-0"	0'-0" min.
<input type="checkbox"/> Rear Setback	-	62'-6"	20'-0" min.
<input type="checkbox"/> Landscaping (total sq. ft.)	-	-	min.
<input type="checkbox"/> % Based on Lot Area	-	-	min.
<input type="checkbox"/> % Based on Parking Lot	-	-	min.
<input type="checkbox"/> Parking Lot Area Shading (%)	-	-	50% min. in 15 yrs.
<input type="checkbox"/> Water Conserving Plants (%)	-	-	70% min.
<input type="checkbox"/> Total No. of Parking Spaces	-	880	SEE A0.03 SHEET FOR MIN. NUMBER min.
<input type="checkbox"/> Standards	-	780	min.
<input type="checkbox"/> Accessible Spaces	-	14 ADA + 4 VAN ACCESSIBLE	min.
<input type="checkbox"/> Covered Spaces	-	880	min.
<input type="checkbox"/> Carpool Spaces	-	44	5 % min.
<input type="checkbox"/> Aisle Width (ft.)	-	24'	min.
<input type="checkbox"/> Bicycle Parking (Class 1 / Class 2)	-	Class 1: 143 / Class 2: 30	min.
<input type="checkbox"/> Impervious Surface Area (sq. ft.)	-	-	-
<input type="checkbox"/> Impervious Surface (%)	-	-	-
<input type="checkbox"/> Art in Private Development	-	812 SF ART PAVILION	-

ZONING SUMMARY

PLANNING CODE SECTION: 19.46.100
CODE SUMMARY: ONE LOA

OFF-STREET PARKING

OFF-STREET PARKING

BICYCLE PARKING REQUIREMENTS

<p>LEED V4 REQUIREMENT: BUT</p>	<p>PROVIDE SHORT-TERM BICYCLE STORAGE FOR AT LEAST 2.5% OF PEAK VISITORS</p>
	<p>NO FEWER THAN FOUR STORAGE SPACES PER BUILDING, PROVIDE LONG-TERM BICYCLE STORAGE FOR AT LEAST 5% OF ALL REGULAR BUILDING OCCUPANTS, BUT</p>
	<p>NO FEWER THAN FOUR STORAGE SPACES PER BUILDING IN ADDITION TO THE</p>
	<p>SHORT-TERM BICYCLE STORAGE SPACES. PROVIDE AT LEAST ONE BICYCLE</p>
	<p>SHOWER WITH CHANGING FACILITY FOR THE FIRST 100 REGULAR BUILDING</p>
	<p>OCCUPANTS AND ONE ADDITIONAL SHOWER FOR EVERY 150 REGULAR BUILDING</p>
	<p>OCCUPANTS THEREAFTER.</p>

BICYCLE PARKING REQUIRED: CLASS 1: 54 SPACES (OFFICE: 53 / RETAIL: 1) AND CLASS 2: 27 SPACES (OFFICE: 18 RETAIL: 9)
CLASS 1 BICYCLE PARKING PROPOSED: 143 SPACES
CLASS 2 BICYCLE PARKING PROPOSED: 30 SPACES

RECYCLING AND WASTE ALLOCATION

PLANNING CODE SECTION:	CITY OF SUNNYVALE DESIGN GUIDELINES FOR SOLID WASTE AND RECYCLING FACILITIES
RETAIL GROSS AREA:	52,387 SQ. FT.
ENCLOSURE SIZE REQUIRED:	9 CYD COMBINED GARBAGE & RECYCLING
ENCLOSURE SIZE PROVIDED:	9 CYD COMBINED GARBAGE & RECYCLING
OFFICE GROSS AREA:	422,963 SQ. FT.
VOLUME REQUIRED:	138 CYD GARBAGE & RECYCLING
VOLUME PROVIDED:	138 CYD GARBAGE & RECYCLING

LOT COVERAGE & FLOOR AREA RATIO

LOT AREA TO BE DEVELOPED: 174,428 SF

EXISTING BUILDING FOOTPRINT: 88,500 SF

PROPOSED BUILDING FOOTPRINT: 98,627 SF (57% OF LOT AREA)

*BUILDING GROSS AREA FOR FLOOR AREA RATIO CALCULATIONS DETERMINED BY SUNNYVALE ZONING ORDINANCE 19.12.070 DEFINITIONS AS "THE AREA DEVOTED TO COVERED PARKING SHALL BE EXCLUDED FROM THE GROSS FLOOR AREA"

ZONING SUMMARY

BUILDING ADDRESS: ASSESSOR'S PARCEL NUMBER: OCCUPANCY TYPE:	300 WASHINGTON AV SUNNYVALE 94086-6153 206-35-022 MIXED NON SEPARATED A & B & M & S-2 OCCUPANCIES (PER CBC 508.3)
TYPE OF CONSTRUCTION: RISK CATEGORY:	TYPE I-A III
MAXIMUM HEIGHT: MAXIMUM # OF STORIES: MAXIMUM AREA:	UNLIMITED (PER CBC TABLE 504.3) UNLIMITED (PER CBC TABLE 504.4) UNLIMITED (PER CBC TABLE 506.2)
BUILDING HEIGHT (CBC SECTION 202): BUILDING HEIGHT (ASCE7-10):	107'-6" (HIGHEST ROOF SURFACE, EXCLUDING PENTHOUSE) 106'-0" (HIGHEST STRUCTURAL DECK, EXCLUDING PENTHOUSE)
HIGH-RISE: REDUCTIONS IN FIRE RATINGS: SPRAYED FIRE RESISTIVE MATERIALS: SPRINKLER SYSTEM: WATER SUPPLY: SECONDARY WATER SUPPLY: SMOKE DETECTION: FIRE ALARM SYSTEM: STANDPIPE SYSTEM: EMERGENCY COMMUNICATION: EMERGENCY RADIO: FIRE COMMAND:	CBC 403 CBC 403.2.1 CBC 403.2.4 CBC 403.3 / 903 CBC 403.3.2 CBC 403.3.3 CBC 403.4.1 / 907.2.13.1 CBC 403.4.2 / 907.2.13 CBC 403.4.3 / 905.3 CBC 403.4.4 / 907.5.2.2 CBC 403.4.5 / 916.1 CBC 403.4.6 / 911 YES, BUILDINGS ABOVE 75' REDUCTIONS NOT APPLIED MINIMUM BOND STRENGTH 430 PSF REQUIRED TO CONFORM TO NFPA 13 REQUIRED FIRE TANKS PROVIDED REQUIRED TO CONFORM TO NFPA 72 REQUIRED TO CONFORM TO NFPA 72 MANUAL WET STANDPIPE REQUIRED TO CONFORM TO NFPA 14 REQUIRED TO CONFORM TO NFPA 72 REQUIRED TO CONFORM TO CFC 510 REQUIRED TO BE ACCESSIBLE STRAIGHT FROM OUTSIDE PER SUNNYVALE AMENDMENT TO SEC 508.1.1 TO CFC
SMOKE CONTROL: STANDBY POWER: EGRESS REQUIREMENTS: STAIRWAY DOORS: SMOKEPROOF ENCLOSURES: ELEVATOR LOBBY COMMUNICATION: FIRE FIGHTER AIR REPLENISHMENT SYSTEM:	CBC 402.4.7.1 CBC 403.8 / 2702 CBC 403.5.3 CBC 403.5.4 / 909.20 CBC 1009.8 REQUIRED REQUIRED REQUIRED LOCKED REQUIRED REQUIRED REQUIRED (SUNNYVALE ADDITION OF SEC. 511 TO CFC)
ATRIUM:	CBC 404 NOT APPLICABLE
UNDERGROUND CONSTRUCTION:	CBC 405 EXEMPT
FIRE PROTECTION: PRIMARY STRUCTURAL FRAME: BEARING WALLS: EXTERIOR NON-BEARING WALLS: INTERIOR NON-BEARING WALLS: FLOOR DECK & SECONDARY MEMBERS: ROOF DECK & SECONDARY MEMBERS:	CBC 704 CBC TABLE 601 CBC TABLE 602 CBC TABLE 601 CBC TABLE 601 CBC TABLE 601 3 HOURS (2 HOUR AT PENTHOUSE ROOFS ONLY) 3 HOURS UNPROTECTED UNPROTECTED 2 HOURS 1 HOUR
SHAFTS: STAIRS SHAFTS: ELEVATORS SHAFTS: HVAC & MISC	CBC 713.4 CBC 713.4 CBC 713.4 2 HOURS 2 HOURS 2 HOURS
SMOKE CONTROL SUMMARY:	PRESSURIZATION APPROACH FOR UPPER FLOOR AND PASSIVE SMOKE CONTROL FOR GROUND FLOOR AND BASEMENT LEVELS. PRESSURIZED STAIRS WITH VESTIBULES.

PRELIMINARY LEED SCORECARD

[illegible]

GREEN BUILDING CHECKLIST

CalGreen/LEED	City of Sunnyvale Green Building Program	CalGreen Mandatory Measures and LEED Gold Level with USGBC Certification, including Design Phase Credits reviewed and approved by USGBC	
	City of Sunnyvale Green Building Program	Projects can increase FSI by 30% or height by 30' by achieving: 1. LEED Gold Level with USGBC Certification that achieves at least 75 total points with Design Phase Credits reviewed and approved by USGBC; and 2. All elected (e.g., no gas line connectors)	
Green Building Program	Designated Parking	To provide designated parking for any combination of low-emitting, fuel-efficient and carpool/van-pool vehicles: 261 and over total number of parking spaces: 8%	8%
	EV Charging Spaces	Cal Green Mandatory Checklist Non-Residential Projects 261 and over total number of parking spaces: 6%	6%

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SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States

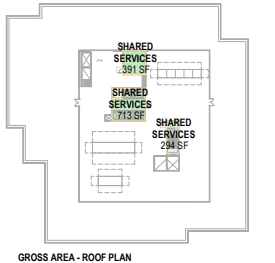
Tel 415.433.3700
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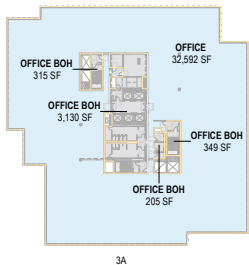
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OAKLAND, CA 94610



GROSS AREA - ROOF PLAN

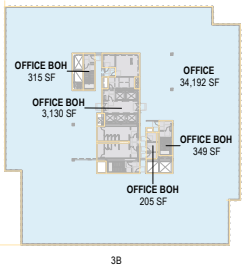
3A	
* SHARED SERVICES	1,398 SF
3B	
* SHARED SERVICES	1,398 SF
TOTAL	2,797 SF
* Shared services to include: Electrical room, Elevator lobby, Stairs	

10 T.O.SS ROOF LEVEL
SCALE: 1" = 60'-0"

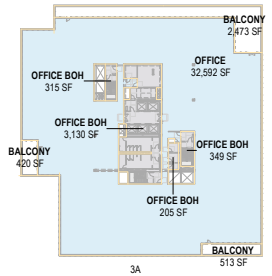


GROSS AREA - LEVEL 04

3A	
OFFICE	32,592 SF
OFFICE BOH	3,999 SF
3B	
OFFICE	34,192 SF
OFFICE BOH	3,999 SF
TOTAL	74,782 SF

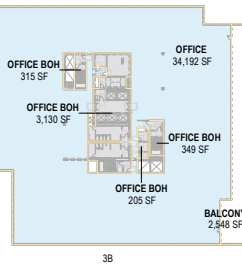


09 LEVEL 07 AREA
SCALE: 1" = 60'-0"

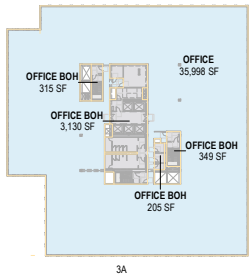


GROSS AREA - LEVEL 07

3A	
BALCONY	3,407 SF
OFFICE	32,592 SF
OFFICE BOH	3,999 SF
3B	
BALCONY	2,548 SF
OFFICE	34,192 SF
OFFICE BOH	3,999 SF
TOTAL	80,737 SF

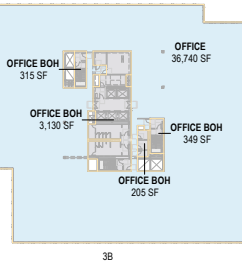


08 LEVEL 06 AREA
SCALE: 1" = 60'-0"

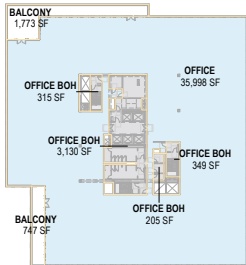


GROSS AREA - LEVEL 06

3A	
OFFICE	35,998 SF
OFFICE BOH	3,999 SF
3B	
OFFICE	36,740 SF
OFFICE BOH	3,999 SF
TOTAL	80,737 SF

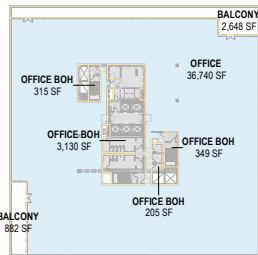


07 LEVEL 05 AREA
SCALE: 1" = 60'-0"

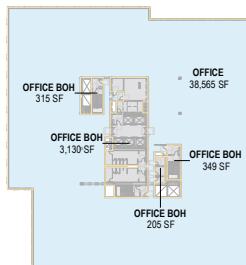


GROSS AREA - LEVEL 04

3A	
BALCONY	2,520 SF
OFFICE	35,998 SF
OFFICE BOH	3,999 SF
3B	
BALCONY	3,530 SF
OFFICE	36,740 SF
OFFICE BOH	3,999 SF
TOTAL	86,787 SF

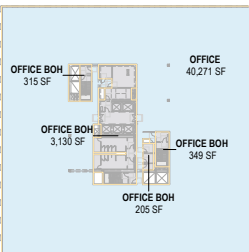


06 LEVEL 04 AREA
SCALE: 1" = 60'-0"

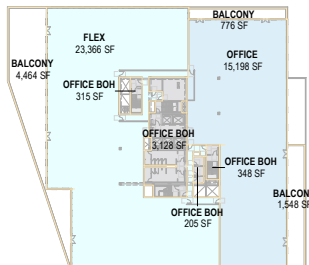


GROSS AREA - LEVEL 03

3A	
OFFICE	38,565 SF
OFFICE BOH	3,999 SF
3B	
OFFICE	40,271 SF
OFFICE BOH	3,999 SF
TOTAL	86,834 SF

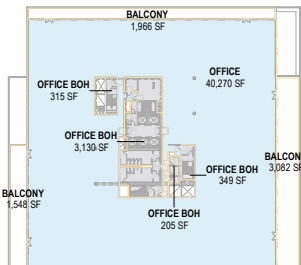


05 LEVEL 03 AREA
SCALE: 1" = 60'-0"

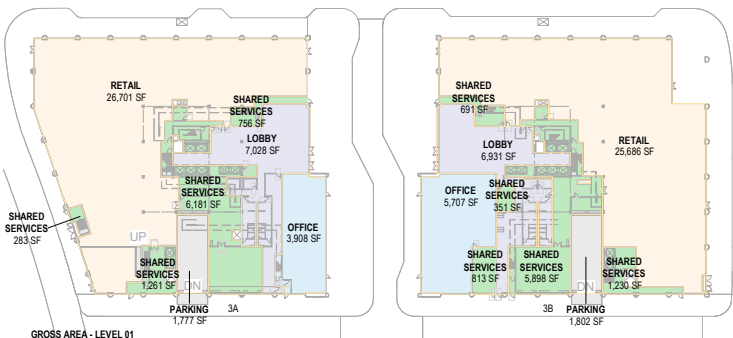


GROSS AREA - LEVEL 02

3A	
BALCONY	6,788 SF
FLEX	23,366 SF
OFFICE	15,198 SF
OFFICE BOH	3,996 SF
3B	
BALCONY	6,596 SF
OFFICE	40,270 SF
OFFICE BOH	3,999 SF
TOTAL	100,213 SF



04 LEVEL 02 AREA
SCALE: 1" = 60'-0"

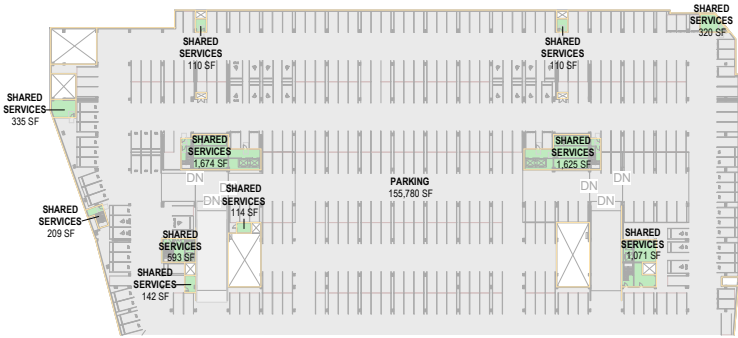


GROSS AREA - LEVEL 01

3A	
LOBBY	7,028 SF
OFFICE	3,598 SF
PARKING	1,777 SF
RETAIL	26,701 SF
* SHARED SERVICES	8,481 SF
3B	
LOBBY	6,931 SF
OFFICE	5,707 SF
PARKING	1,802 SF
RETAIL	25,686 SF
* SHARED SERVICES	8,983 SF
TOTAL	97,002 SF

* Shared services to include: Exist passageway, FCC, IDF, BOH, Elec. room, Loading, Trash/recycling, Elevator lobby, Gas meters, Stairs and Generator room

03 LEVEL 01 AREA
SCALE: 1" = 60'-0"

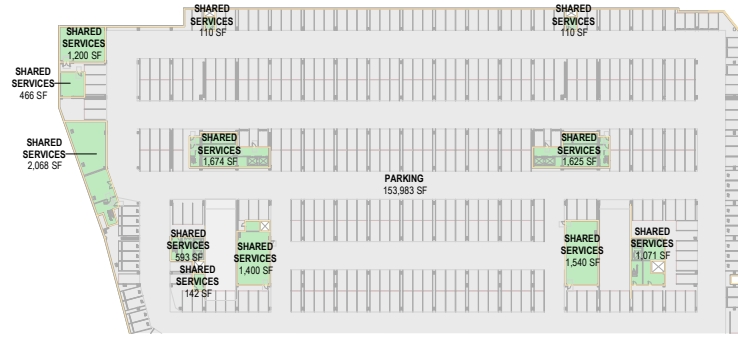


GROSS AREA - LOWER LEVEL 1

PARKING	155,780 SF
* SHARED SERVICES	6,302 SF
TOTAL	162,082 SF

* Shared services to include: Elevator pit, BOH, Mechanical room, Elevator lobby, Stairs, Gas meters, MPOE, Fan room

02 LOWER LEVEL 01 AREA
SCALE: 1" = 60'-0"



GROSS AREA - LOWER LEVEL 2

PARKING	153,983 SF
* SHARED SERVICES	11,999 SF
TOTAL	165,982 SF

* Shared services to include: Elevator pit, BOH, Mechanical room, Elevator lobby, Stairs, Gas meters, MPOE, Fan room

01 LOWER LEVEL 02 AREA
SCALE: 1" = 60'-0"

PROPOSED DEVELOPMENT AREA

OFFICE	422,963 SF
OFFICE BOH	62,853 SF
LOBBY	13,959 SF
OFFICE TOTAL	499,775 SF

PARKING		TOTAL 880 PARKING STALLS
RETAIL	52,387 SF	
FLEX	23,366 SF	
* SHARED SERVICES	23,693 SF	
COMMERCIAL TOTAL	99,446 SF	
TOTAL FLOOR AREA	599,221 SF	

Date	Description
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10.23.2020	DRAFT ENTITLEMENT REVIEW

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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
GROSS AREA PLANS

Scale
As indicated

A0.04.

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PROPERTIES
200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP, INC.
181 GREENWICH ST.
SAN FRANCISCO, CA 94111

ILLUMINATION DESIGN
LUMENWORKS
3410 LAKESHORE AVE, SUITE 201
OAKLAND, CA 94610

Date	Description
02/10/2020	ENTITLEMENT SUBMITTAL
07/17/2020	ENTITLEMENT RESUBMITTAL
10/23/2020	DRAFT ENTITLEMENT REVIEW

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CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
PARKING PLANS

Scale
As indicated

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--- BICYCLE ACCESS

--- VEHICLE CIRCULATION

PARKING STALL - LOWER LEVEL 01	
TYPE	COUNT
8'-6" x 15' COMPACT	12
8'-6" x 18'	366
8'-6" x 18' EV	34
9'-0" x 18' ADA	14
9'-0" x 18' EV ADA STANDARD	2
10' x 18' EV AMBULATORY	2
11' x 18' ADA VAN	3
12' x 18' EV ADA VAN	1
TOTAL	434

--- VEHICLE CIRCULATION

PARKING STALL - LOWER LEVEL 02	
TYPE	COUNT
8'-6" x 15' COMPACT	13
8'-6" x 18'	414
8'-6" x 18' EV	19
TOTAL	446

PARKING STALL - TOTAL	
TYPE	COUNT
8'-6" x 15' COMPACT	25
8'-6" x 18'	780
8'-6" x 18' EV	53
9'-0" x 18' ADA	14
9'-0" x 18' EV ADA STANDARD	2
10' x 18' EV AMBULATORY	2
11' x 18' ADA VAN	3
12' x 18' EV ADA VAN	1
TOTAL	880

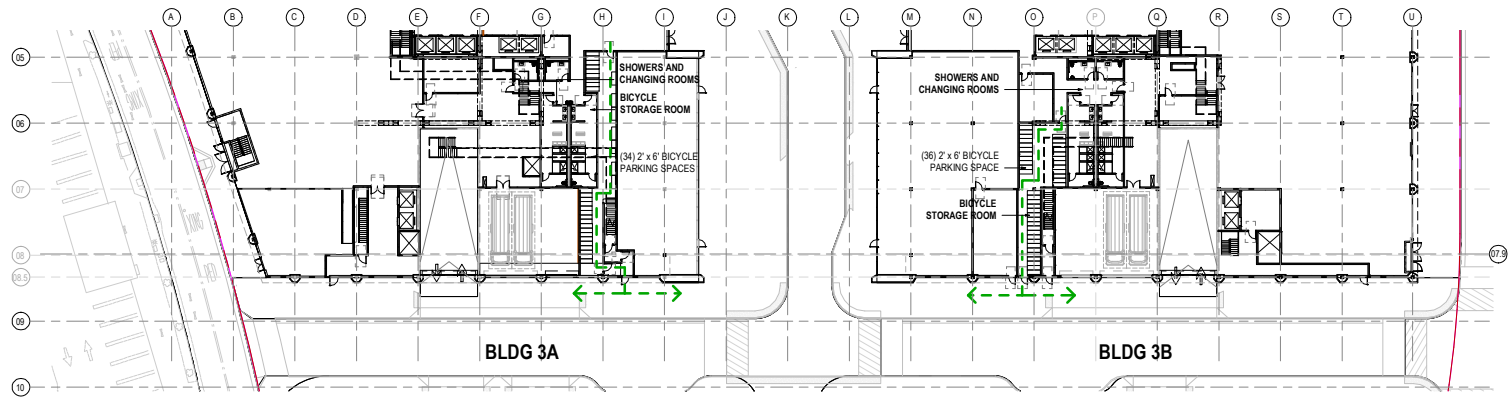
COMPACT STALLS RATIO: 25/880 = 2.84%

REQUIRED ACCESSIBLE PARKING SPACES: 17 SPACES
PROPOSED ACCESSIBLE PARKING SPACES: 17 SPACES

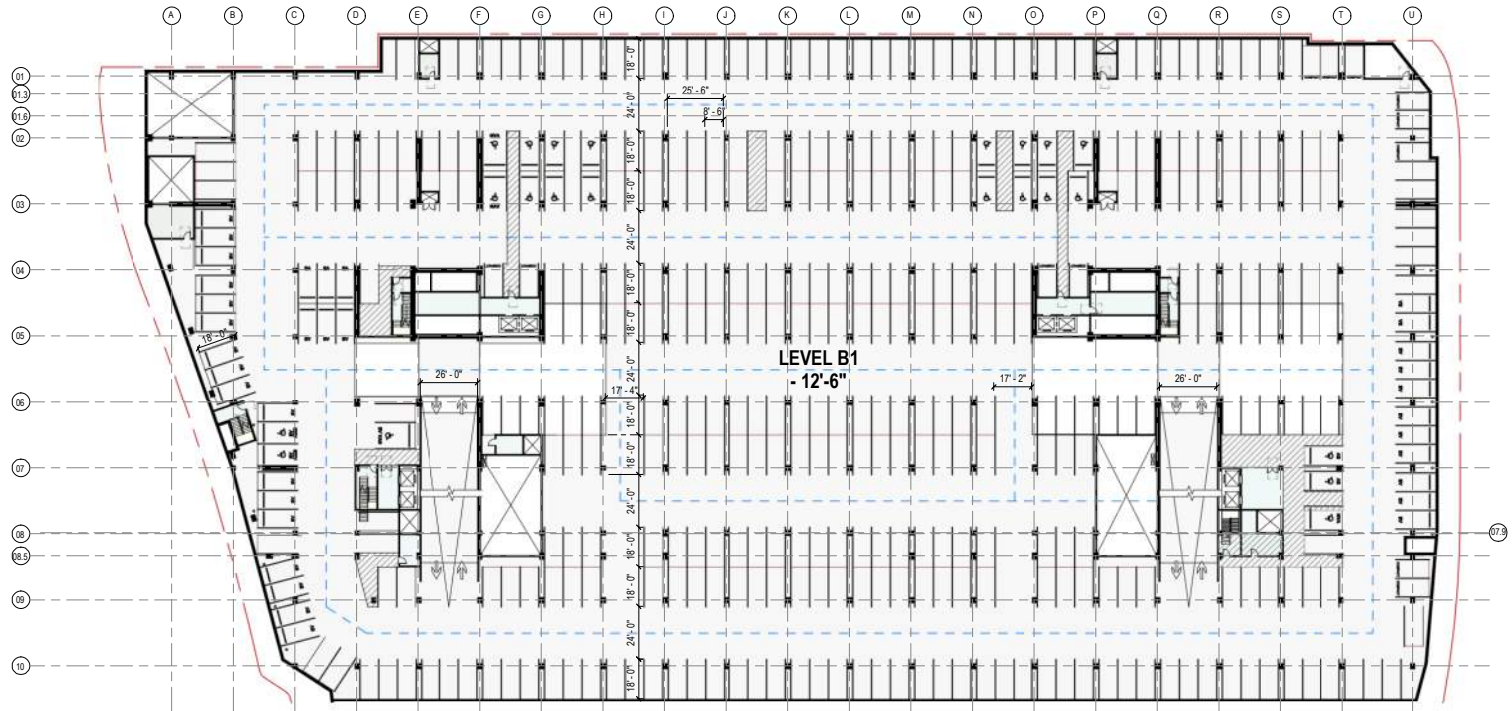
REQUIRED ACCESSIBLE VAN SPACES: (17/6) = 3 SPACES
PROPOSED ACCESSIBLE VAN SPACES: 3 SPACES

REQUIRED CARPOOL / CLEAN AIR VEHICLES (CA) 0.05 X 880 = 44 SPACES
PROPOSED CARPOOL / CLEAN AIR VEHICLES (CA) 44 SPACES

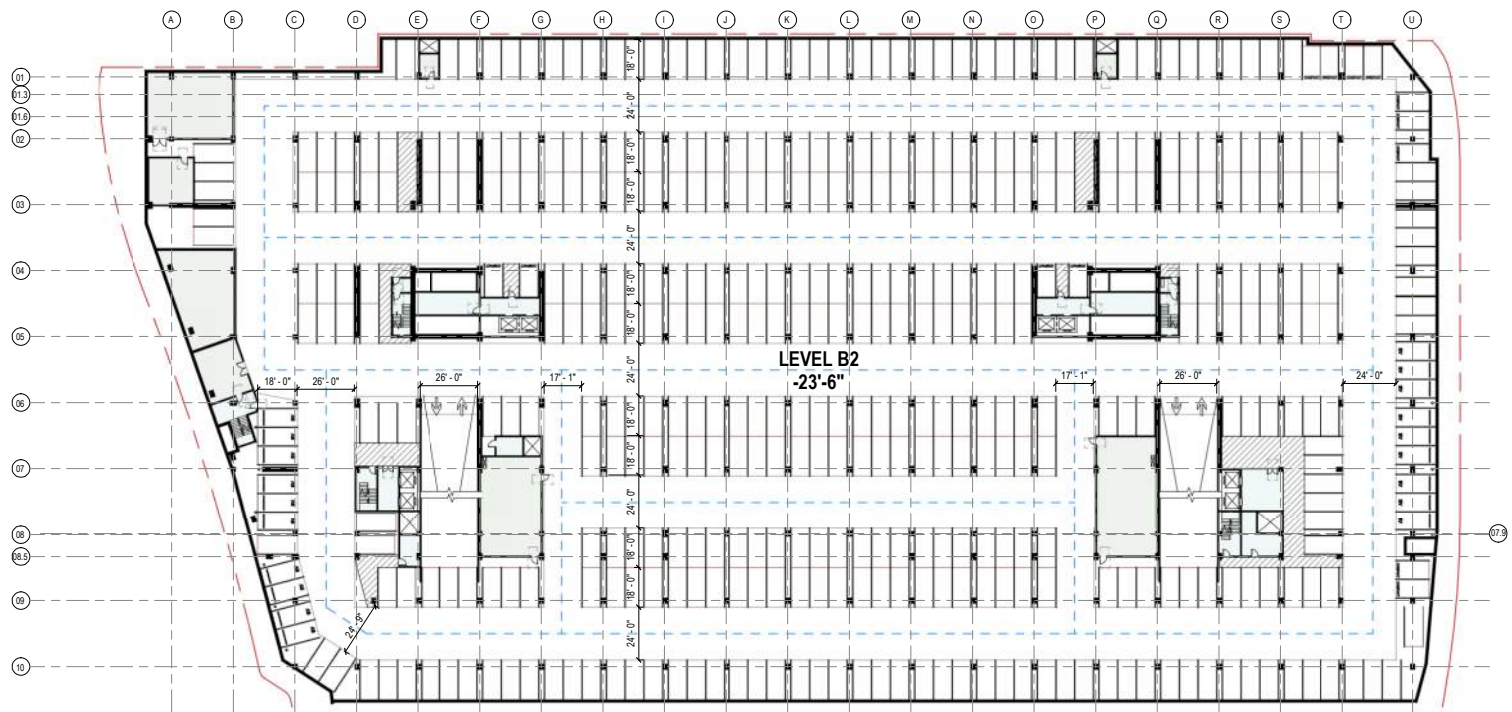
REQUIRED ELECTRIC VEHICLE CHARGING STATION (EVCS) 0.06 X 880 = 53 SPACES
PROPOSED ELECTRIC VEHICLE CHARGING STATION (EVCS) 58 SPACES



3 LEVEL 01 BICYCLE PARKING PLAN
SCALE: 1/32" = 1'-0"



02 LOWER LEVEL 01 VEHICLE PARKING PLAN
SCALE: 1/32" = 1'-0"



01 LOWER LEVEL 02 VEHICLE PARKING PLAN
SCALE: 1/32" = 1'-0"

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PROPERTIES
200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States

Tel: 415.433.3700
Fax: 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP, INC.
181 GREENWICH ST.
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
EXISTING CONDITIONS - PHOTOS

Scale
As indicated

A0.20.



H



A



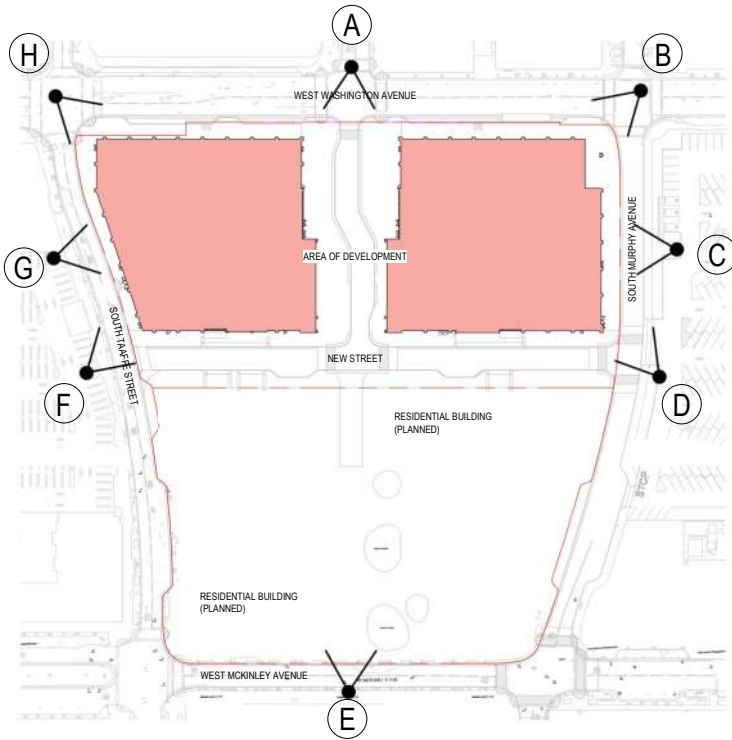
B



C



G



F



E



D

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Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

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181 GREENWICH ST.
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Project Name
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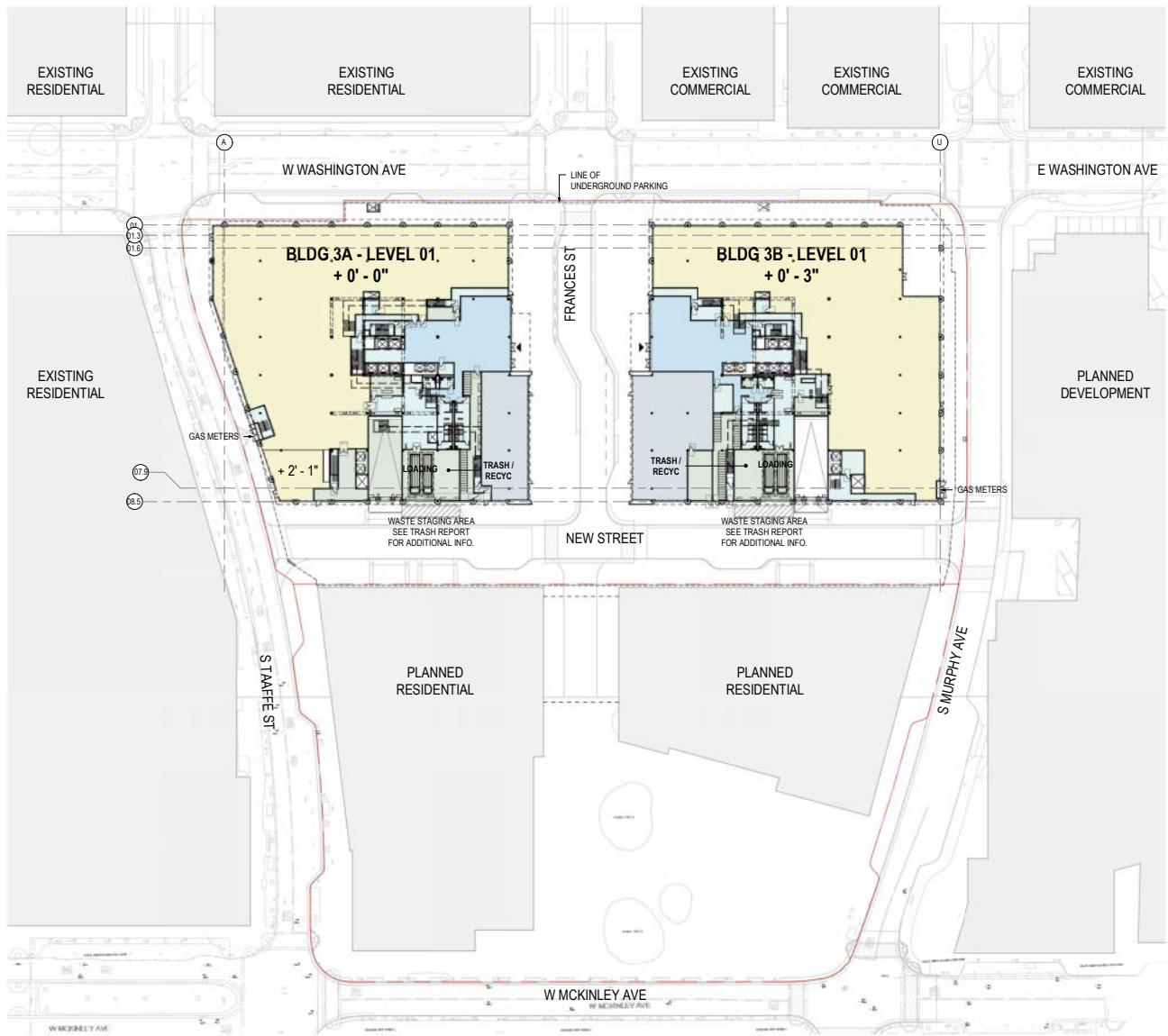
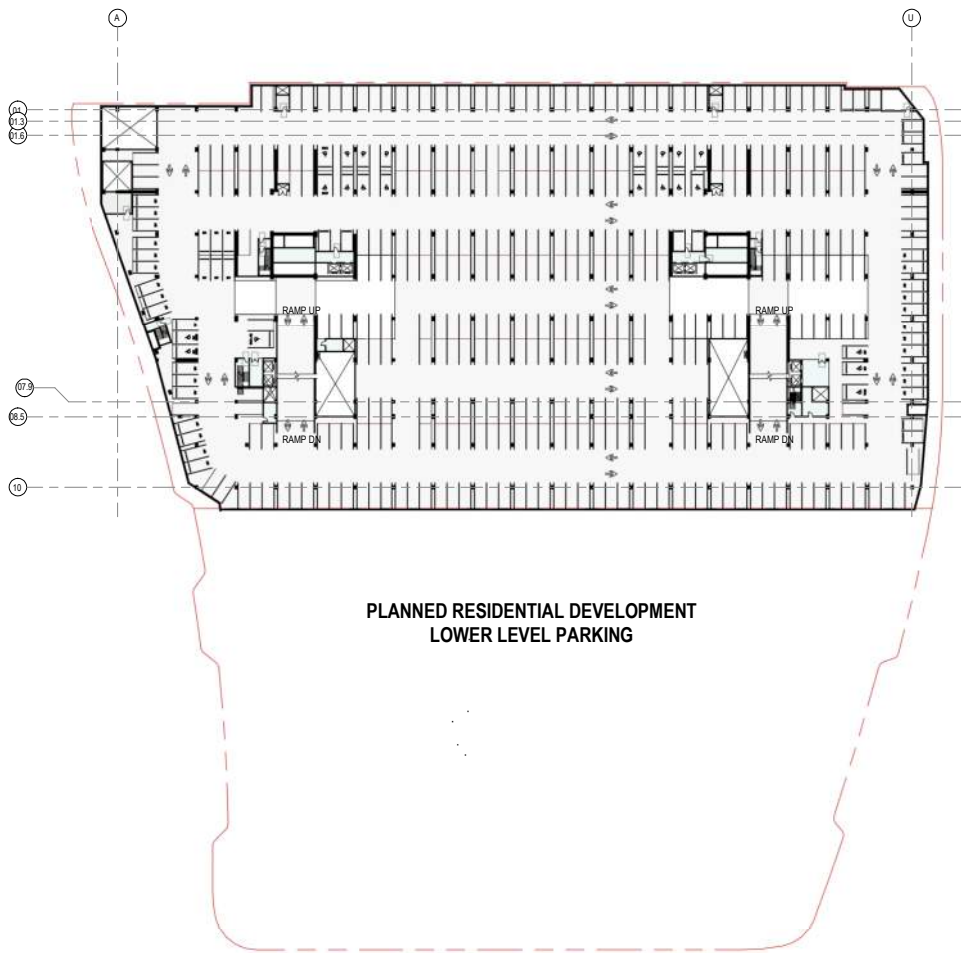
Project Number
01.3440.000

Description
CONTEXT PLAN

Scale
As indicated

A0.30.

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Gensler

45 Fremont Street
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San Francisco, CA 94105
United States
Tel 415.433.3700
Fax 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

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THE GUZZARDO PARTNERSHIP, INC.
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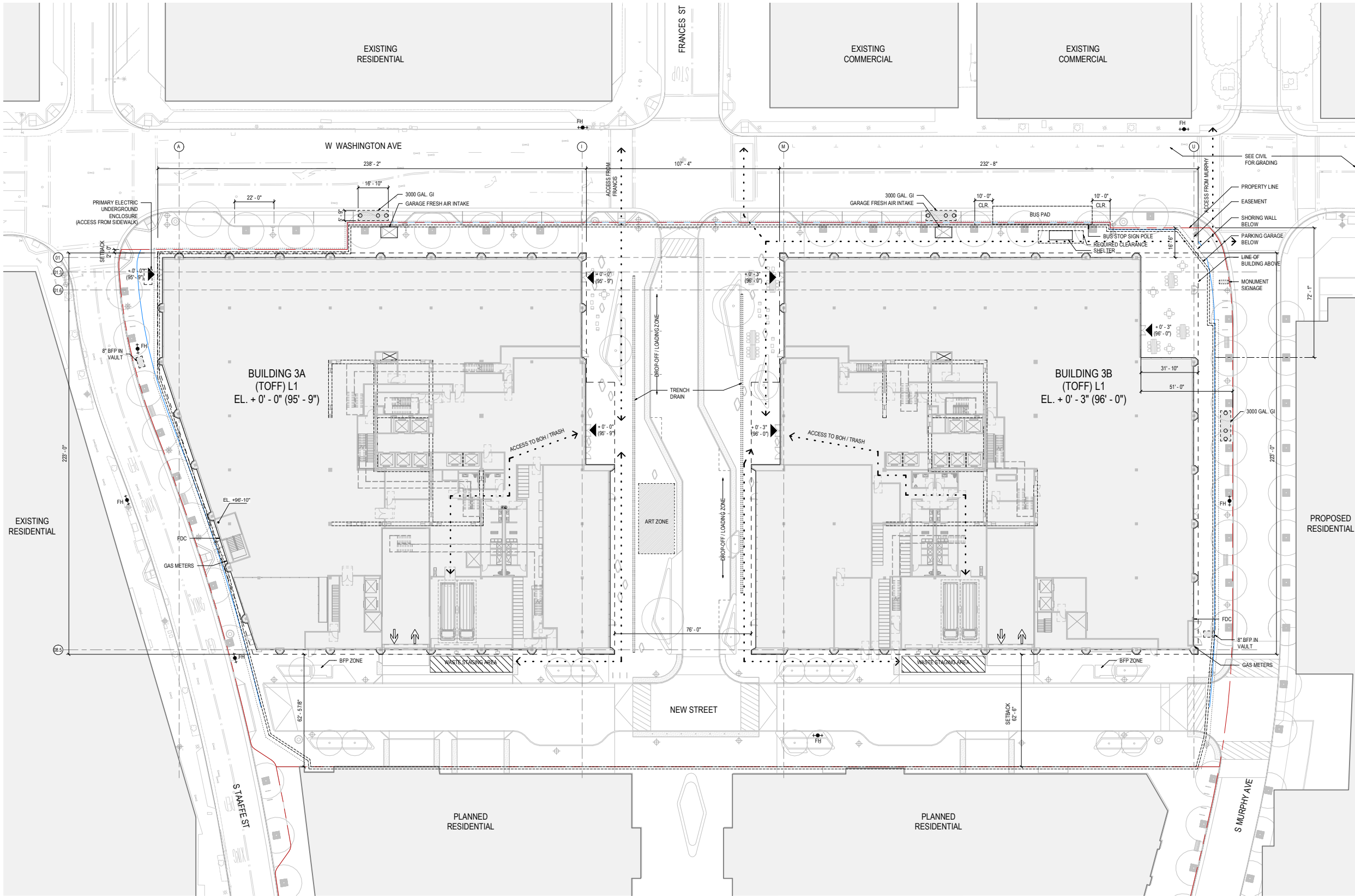
Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
SITE PLAN

Scale
As indicated

A0.40.



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200 W. WASHINGTON AVE
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Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States

Tel 415.433.3700
Fax 415.836.4599

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

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BIONIC
833 MARKET STREET, SUITE 601
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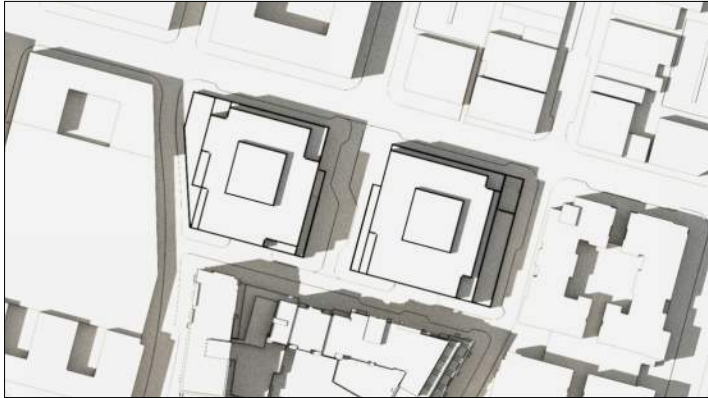
Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

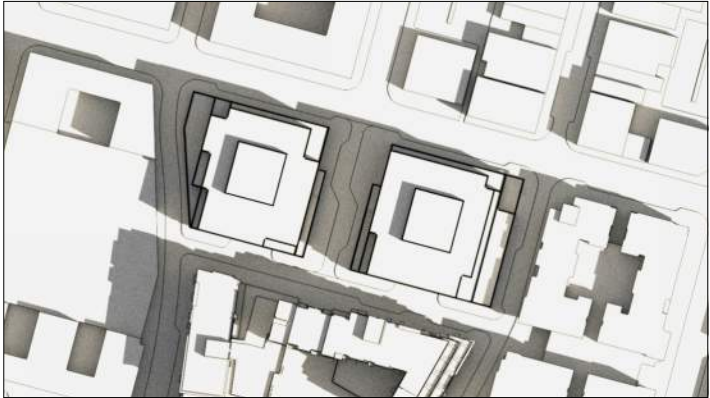
Description
SHADING DIAGRAM

Scale
As indicated

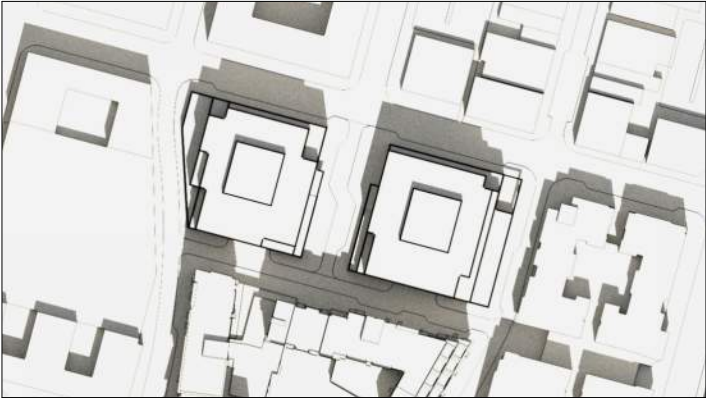
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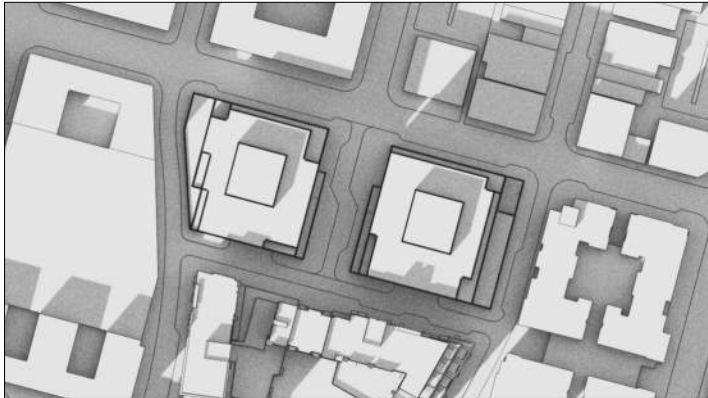
MARCH 21 - 9 AM



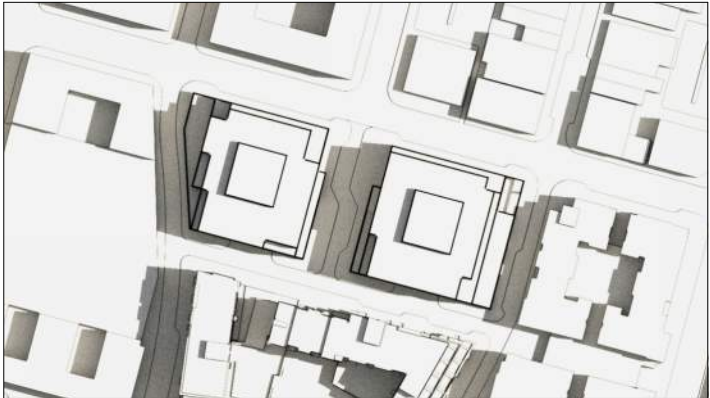
MARCH 21 - 12 PM



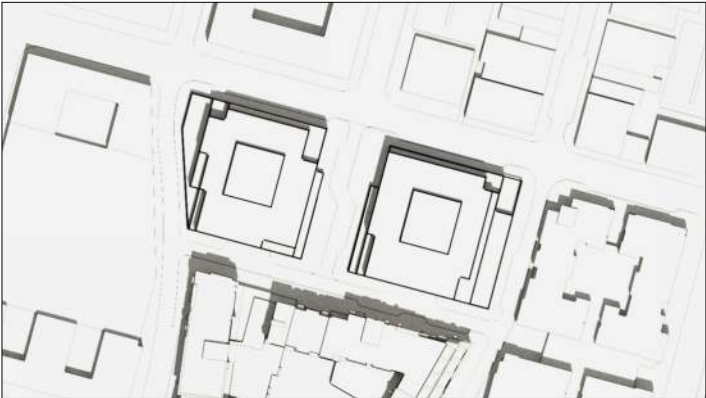
MARCH 21 - 3 PM



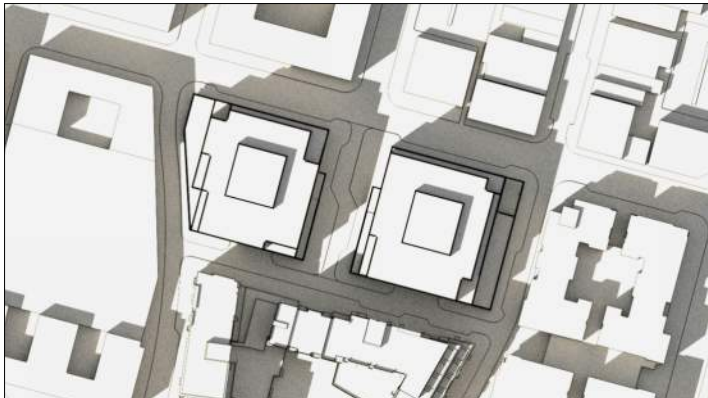
JUNE 21 - 9 AM



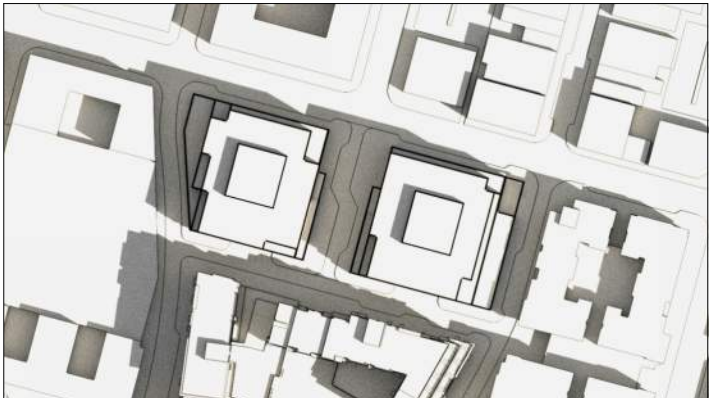
JUNE 21 - 12 PM



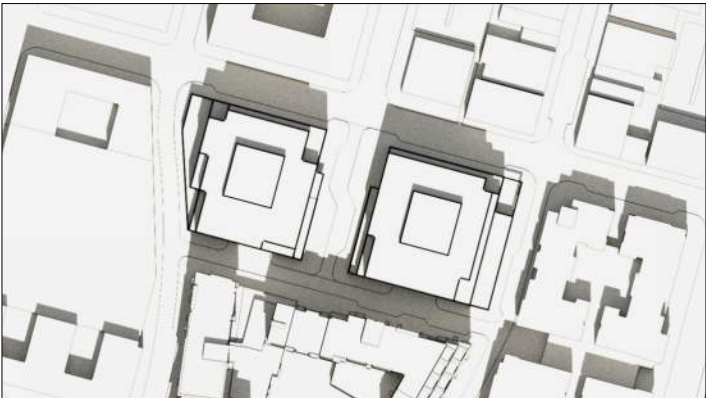
JUNE 21 - 3 PM



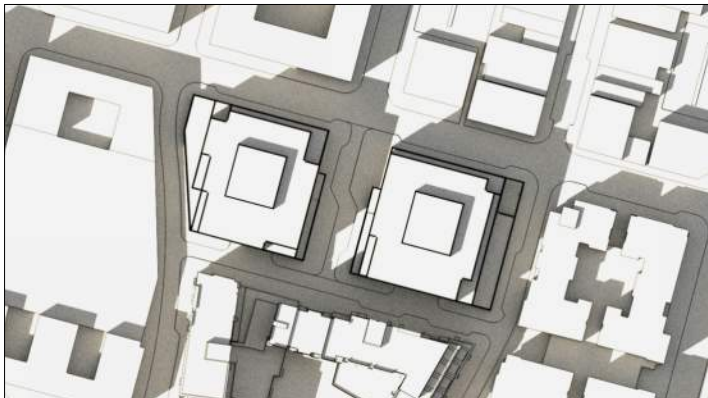
SEPTEMBER 21 - 9 AM



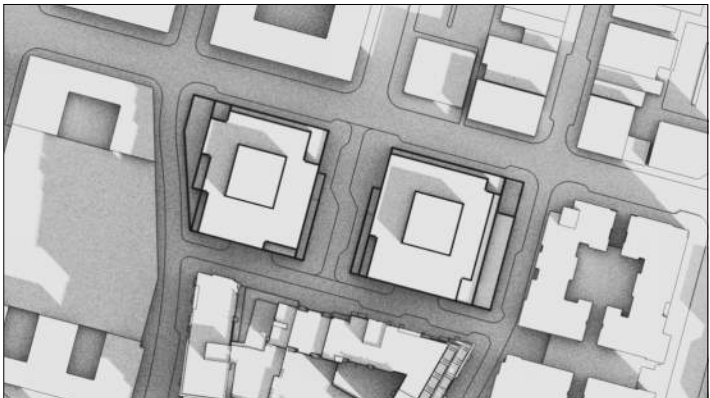
SEPTEMBER 21 - 12 PM



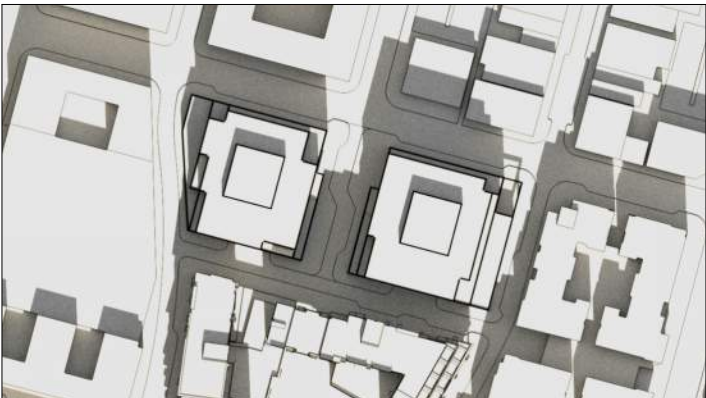
SEPTEMBER 21 - 3 PM



DECEMBER 21 - 9 AM



DECEMBER 21 - 12 PM



DECEMBER 21 - 3 PM

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SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

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255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

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BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
MATERIAL PALETTE

Scale
As indicated

A0.90.

TOWER FACADE



TP 01 - TERRACOTTA

TOWER FACADE INFILL PANEL
OPTION 1



TP 01 - METAL PANEL

TOWER FACADE INFILL PANEL
OPTION 2



MP 01 - METAL PANEL

FORMED METAL PANEL AT
PENTHOUSE SCREEN

TOWER BASE



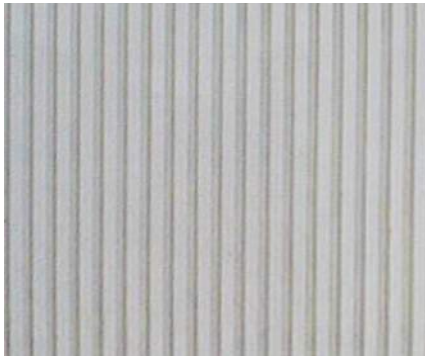
BC 01 - PRECAST CONCRETE

BASE CLADDING
OPTION 1



BC 01 - GFRC

BASE CLADDING
OPTION 2



BC 02 - PRECAST CONCRETE - TEXTURED

BASE CLADDING
OPTION 1



BC 02 - GFRC - TEXTURED

BASE CLADDING
OPTION 2

GLAZING



GL 01/GL 02 - INSULATED GLAZING UNIT



GL 03 - LAMINATED GLAZING

MATERIALS SHOWN FOR ILLUSTRATIVE PURPOSES, FINAL
DESIGN TO INCORPORATE EQUIVALENT SUBSTITUTES

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200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

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255 SHORELINE DRIVE, SUITE 200
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LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

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**NOT FOR
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
RENDERINGS

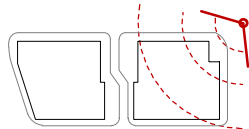
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As indicated

A0.91.

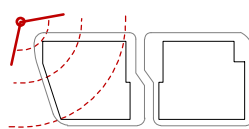
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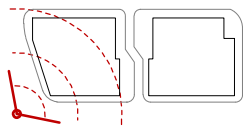
3 View from NE to SW, W Washington Street and S Murphy Ave



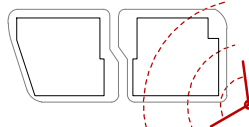
1 View from NW to SE, W Washington Ave and S Taaffe St



4 View from SW to NE, S Taaffe St and New Street



2 View from SE to NW, S Murphy Street and New Street



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PROPERTIES**
200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

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255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP, INC.
181 GREENWICH ST.
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ILLUMINATION DESIGN
LUMENWORKS
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
RENDERINGS

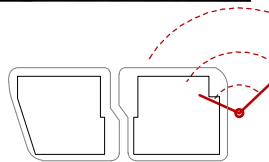
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A0.92.

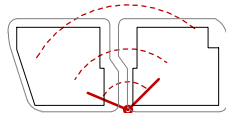
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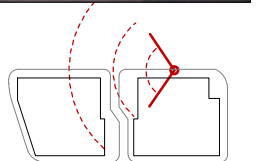
3 View from South to North on Murphy Street



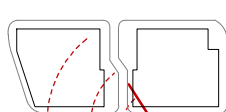
1 View from South to North on Frances Street



4 View down Washington Street



2 View from East to West on New Street



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200 W. WASHINGTON AVE
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CITYLINE BUILDING 3A & 3B

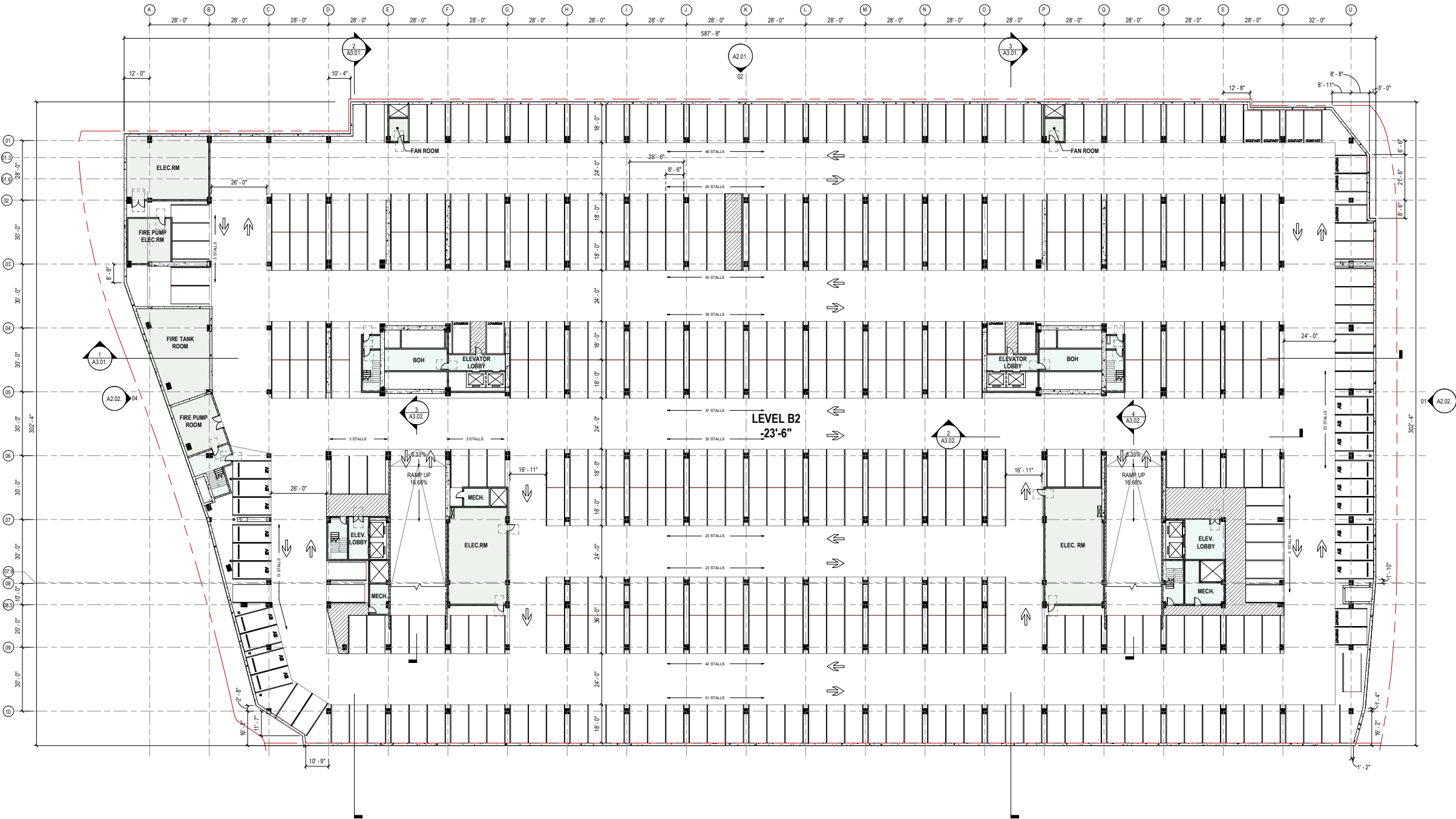
Project Number
01.3440.000

Description
LEVEL B2 PLAN

Scale
As indicated

A1.00.

PARKING STALL - LOWER LEVEL 02	
TYPE	COUNT
8'-6" x 18' COMPACT	13
8'-5" x 12'	414
8'-5" x 18' EV	19
TOTAL	446



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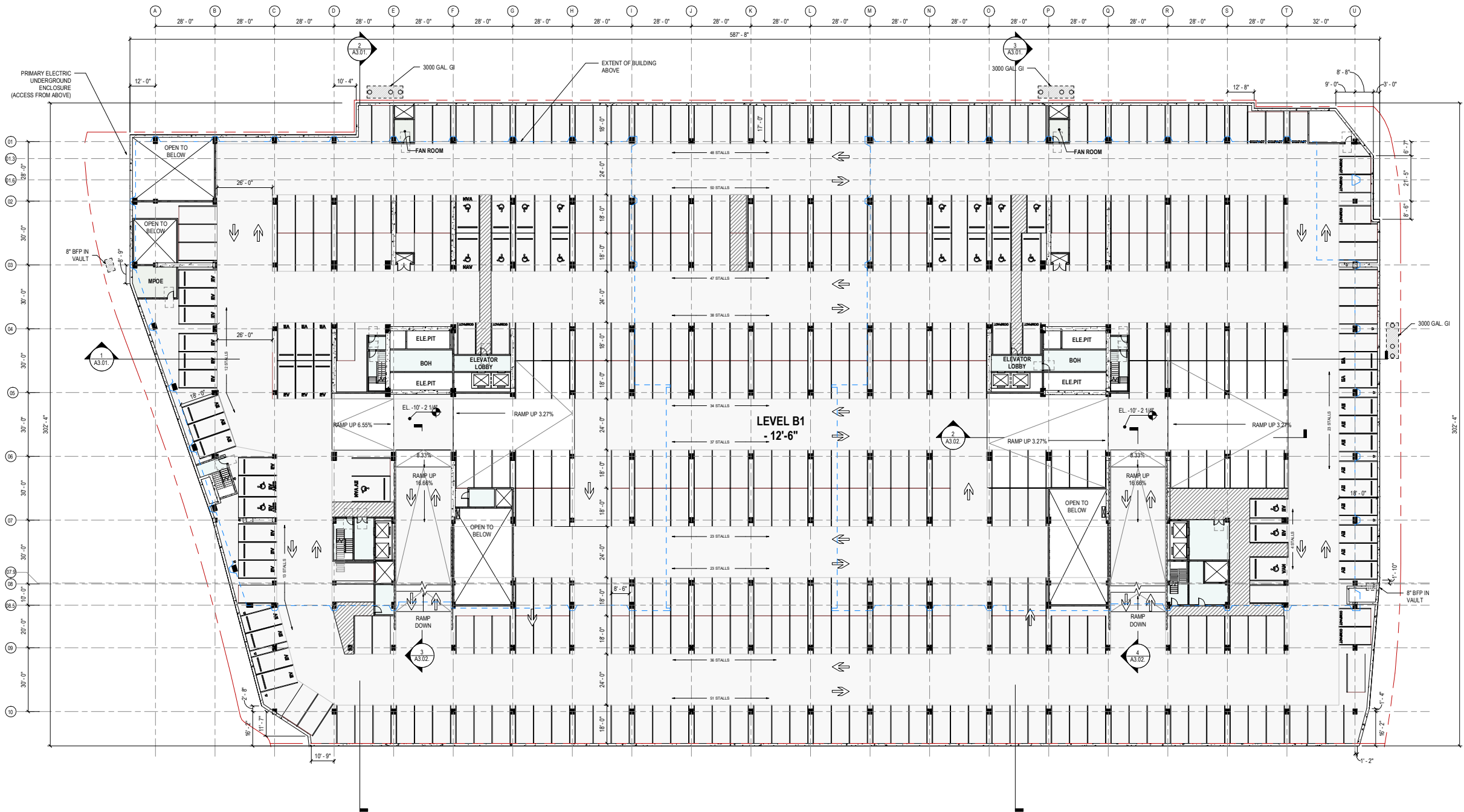
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PARKING STALL - LOWER LEVEL 01	
TYPE	COUNT
8'-6" x 15' COMPACT	12
8'-6" x 18'	366
8'-6" x 18' EV	34
9'-0" x 18' ADA	14
9'-0" x 18' EV ADA STANDARD	2
10'-0" x 18' EV AMBULATORY	2
11' x 18' ADA VAN	3
12' x 18' EV ADA VAN	1
Total	434



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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
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Description
LEVEL B1 PLAN

Scale
As indicated

A1.01.

1 LEVEL B1
SCALE: 1" = 20'-0"



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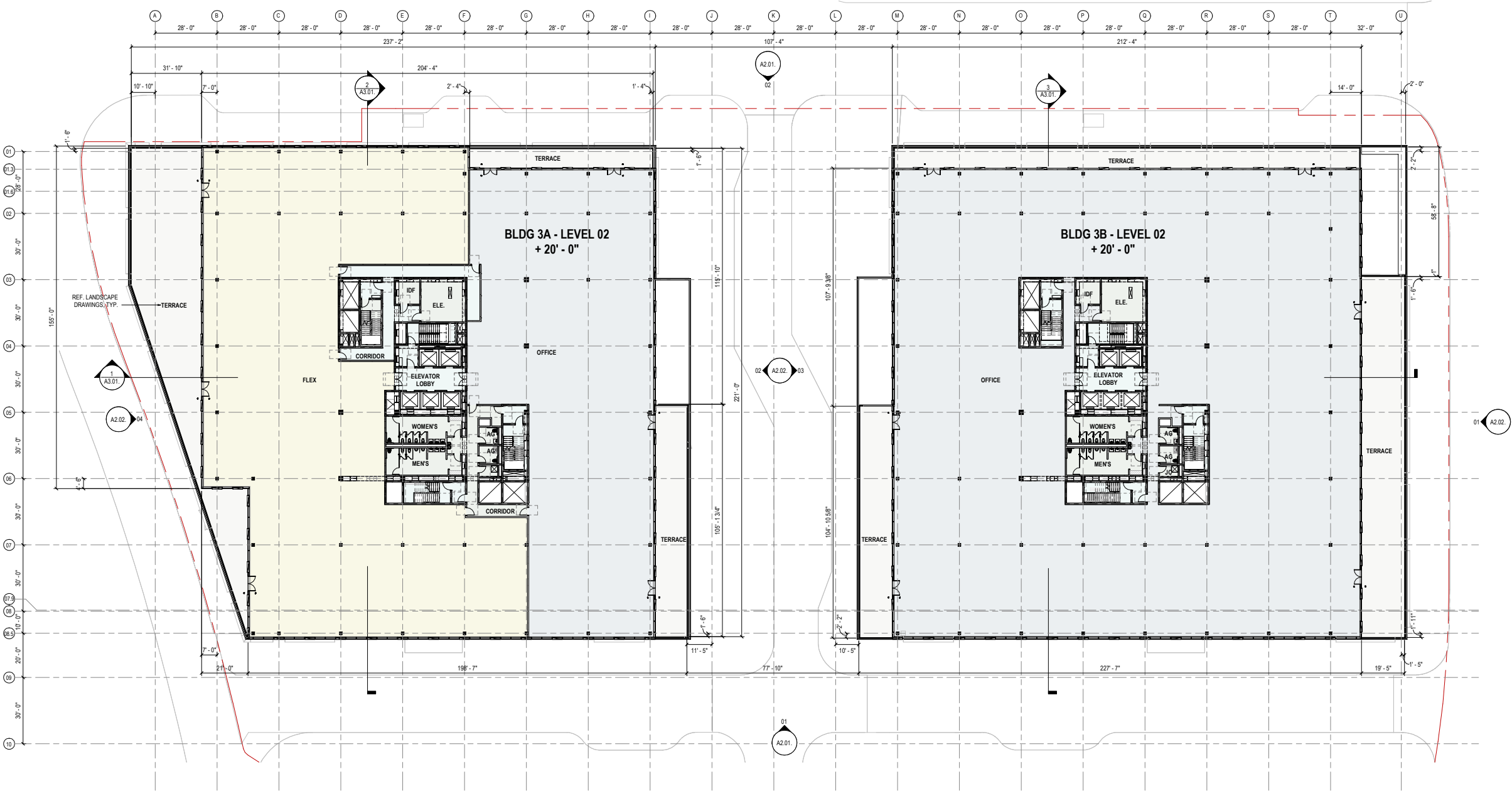
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CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
LEVEL 02 PLAN

Scale
As indicated

A1.03.

1 LEVEL 02
SCALE: 1" = 20'-0"

200 W. WASHINGTON AVE
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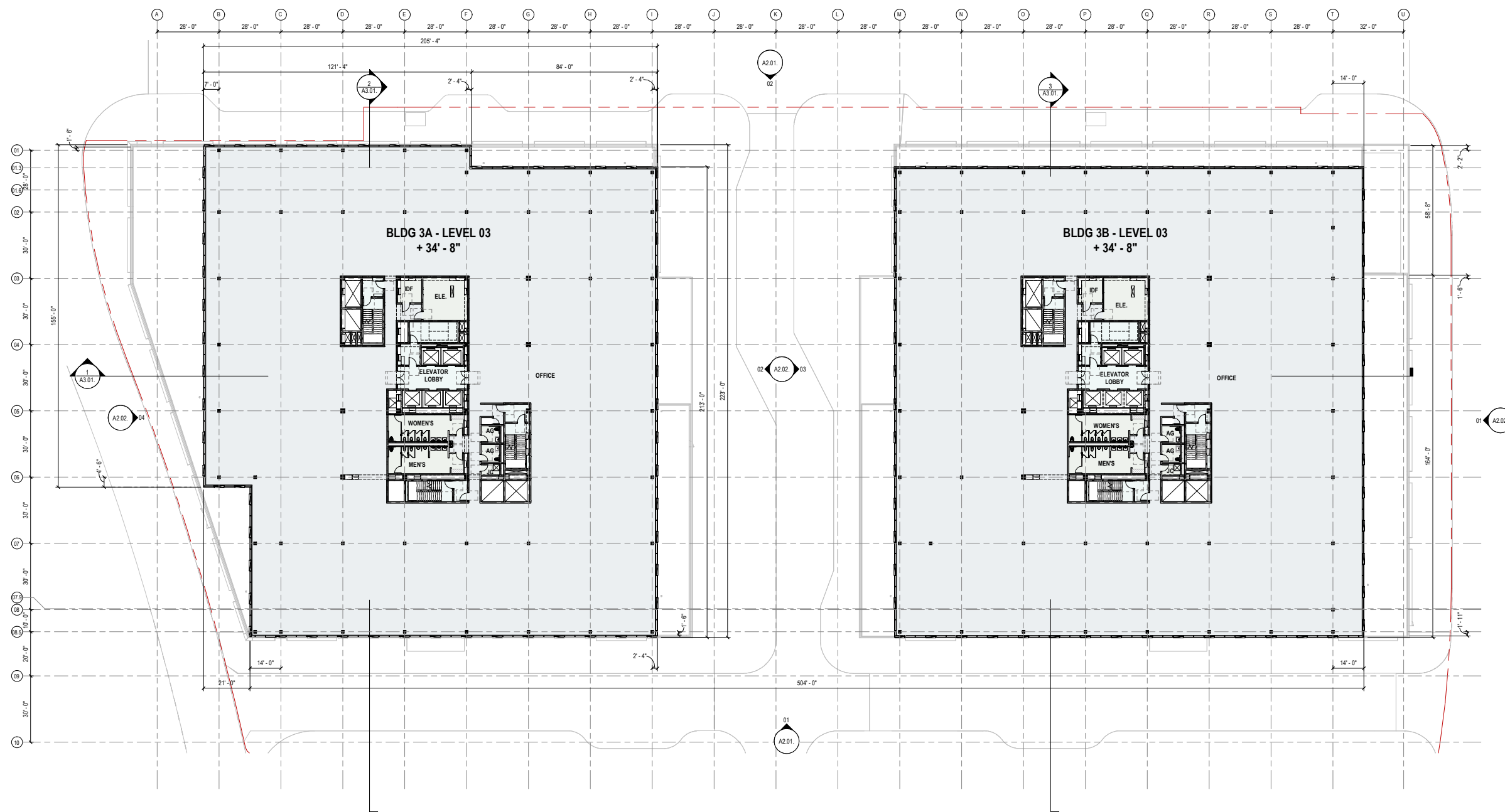
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CITYLINE BUILDING 3A & 3B

Project Number	01.3440.000
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Description
LEVEL 03 PLAN

Scale
As indicated

A1.04.

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10/23/2020	DRAFT ENTITLEMENT REVIEW

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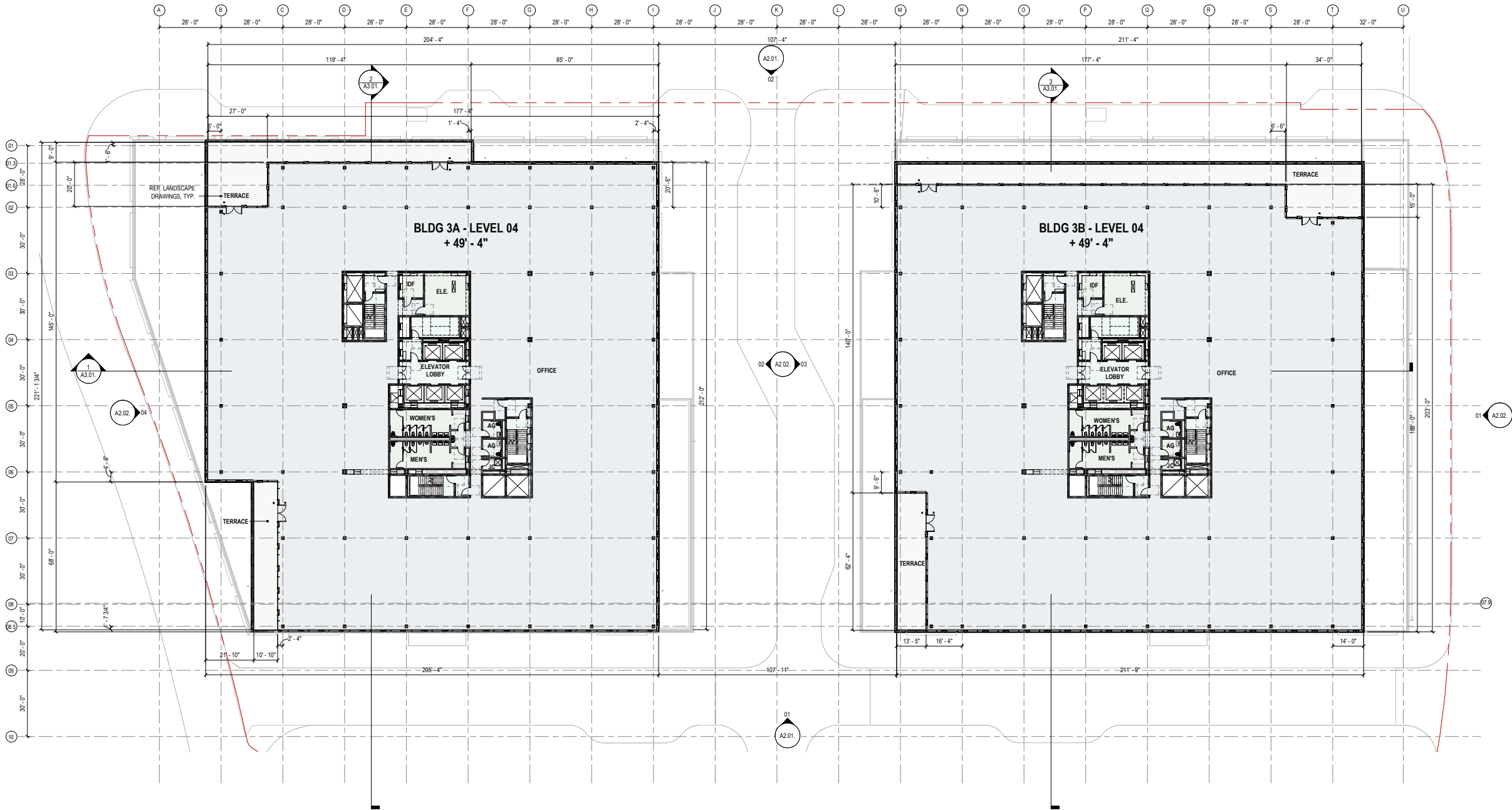
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Description
LEVEL 04 PLAN

Scale
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A1.05.

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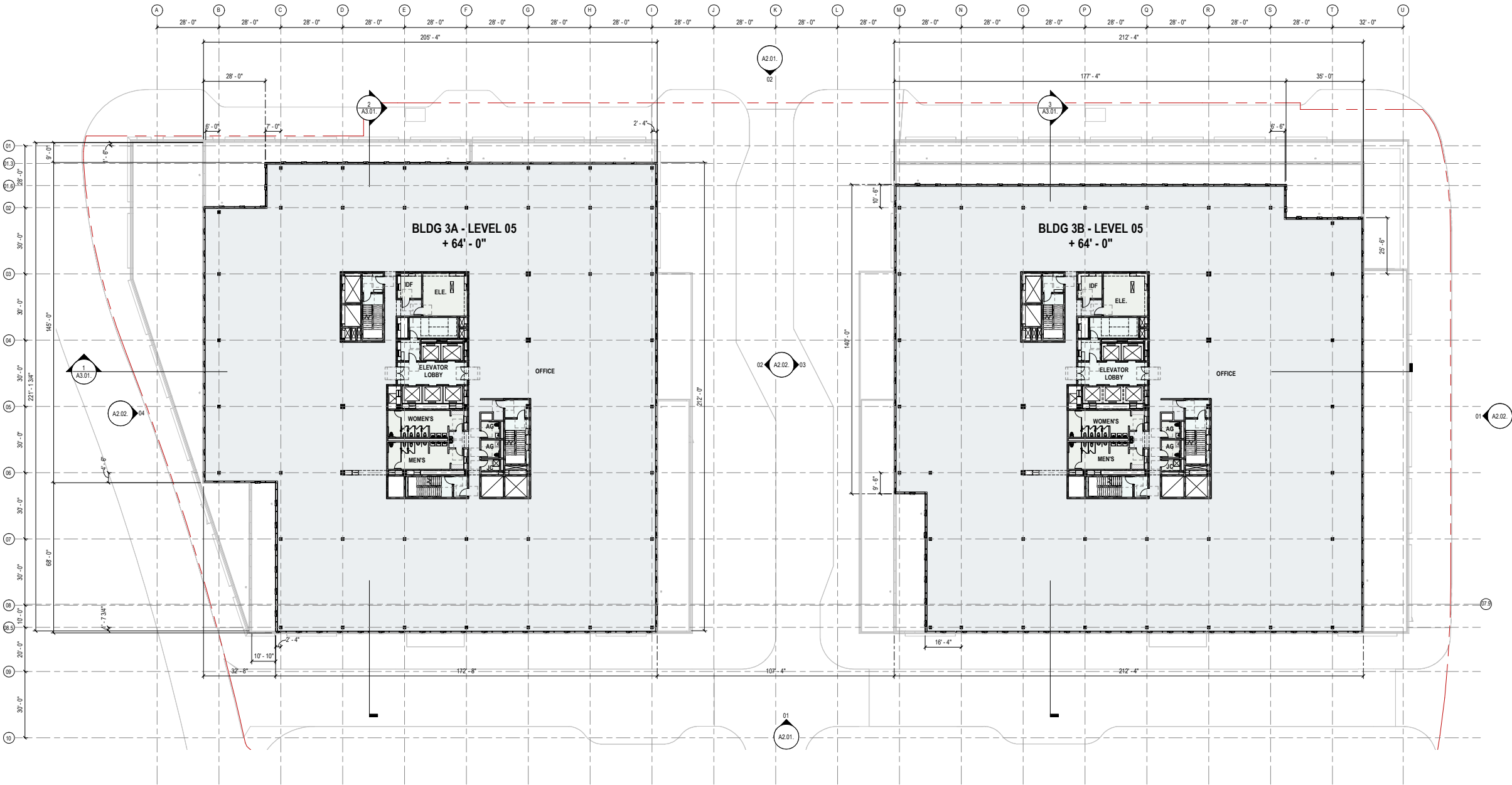
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Description
LEVEL 05 PLAN

Scale
As indicated

A1.06.

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1 LEVEL 05
SCALE: 1" = 20'-0"

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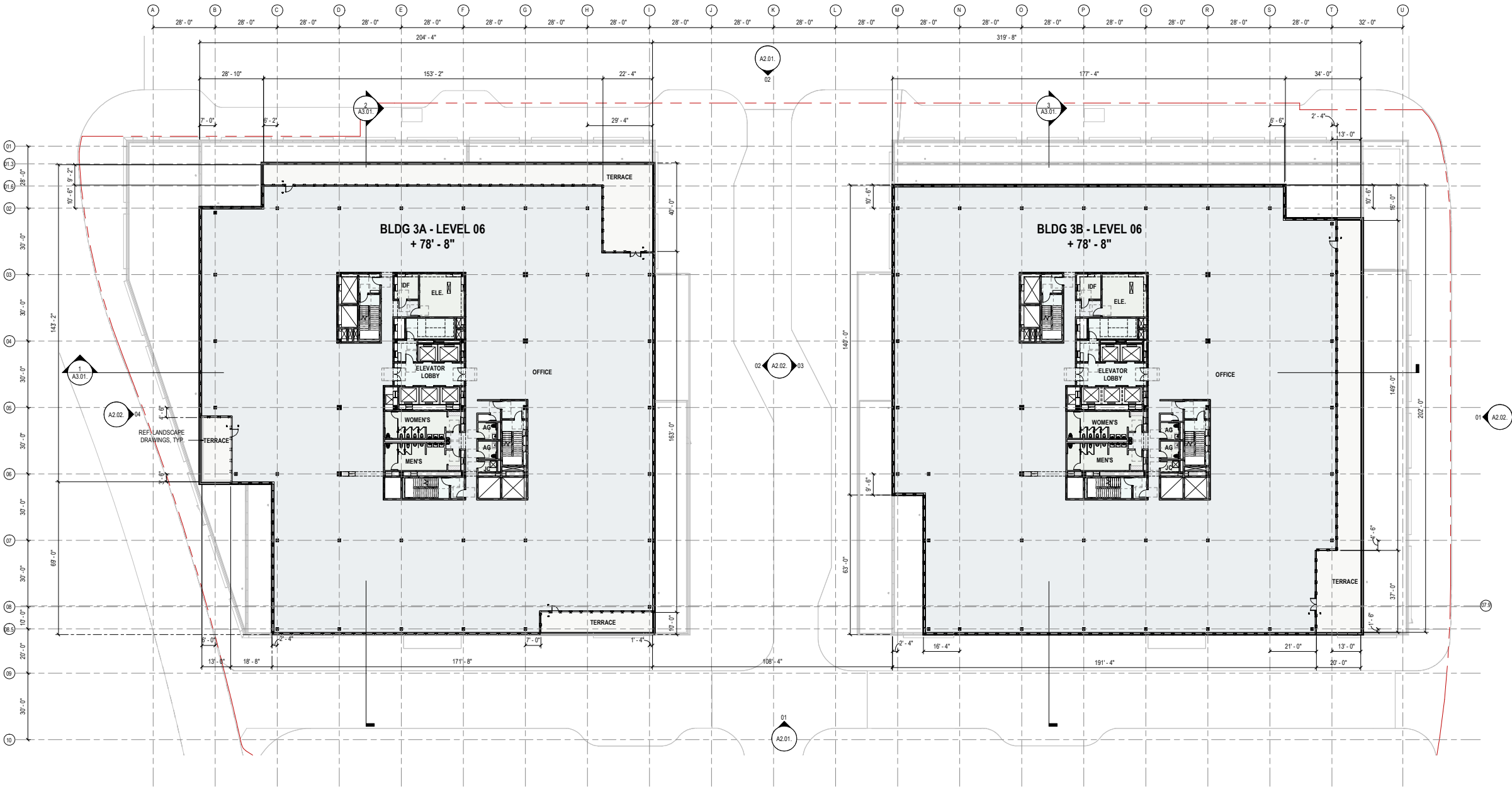
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Description
LEVEL 06 PLAN

Scale
As indicated

A1.07.

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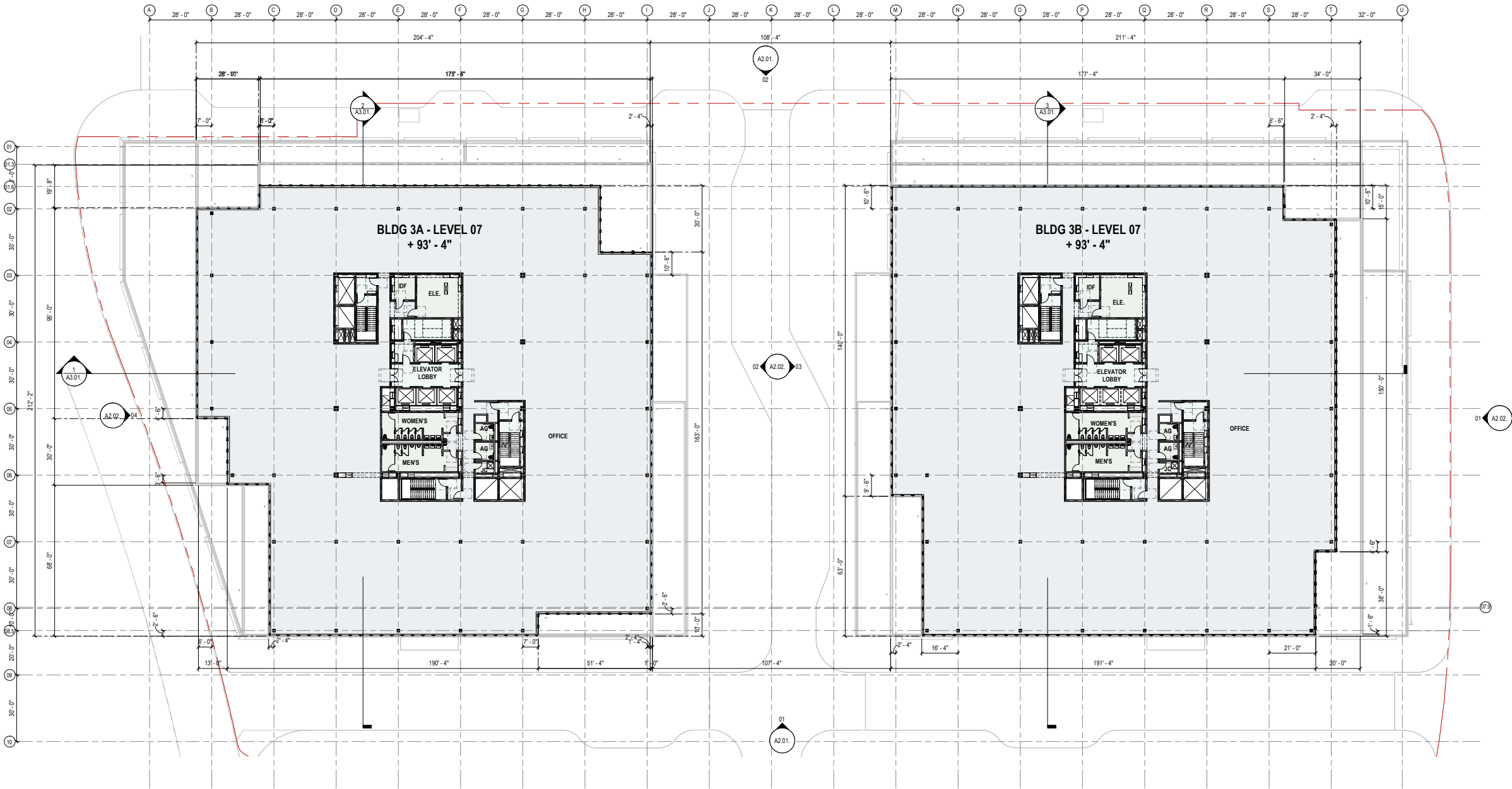
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Description
LEVEL 07 PLAN

Scale
As indicated

A1.08.

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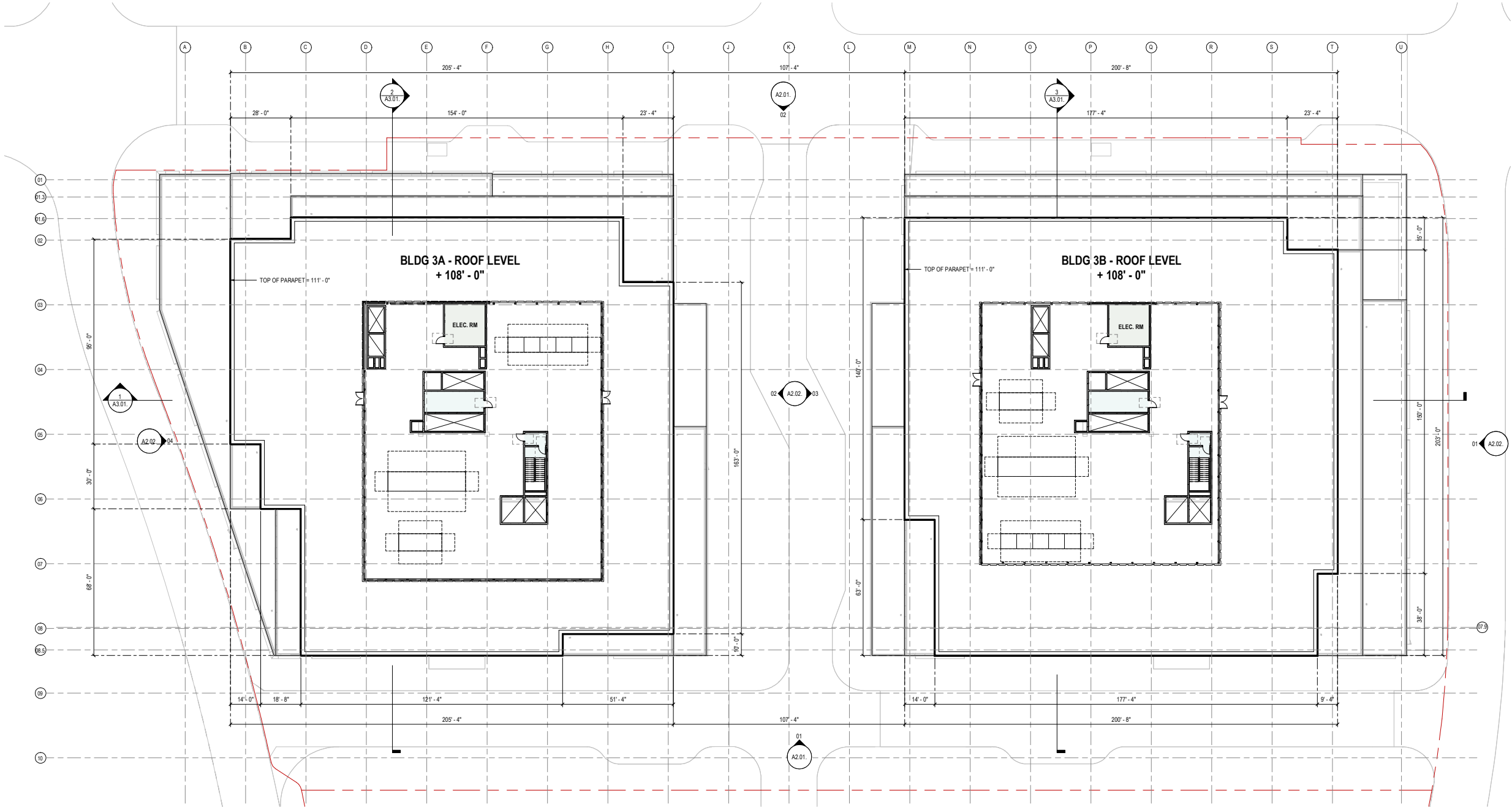
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Description
ROOF LEVEL PLAN

Scale
As indicated

A1.09.

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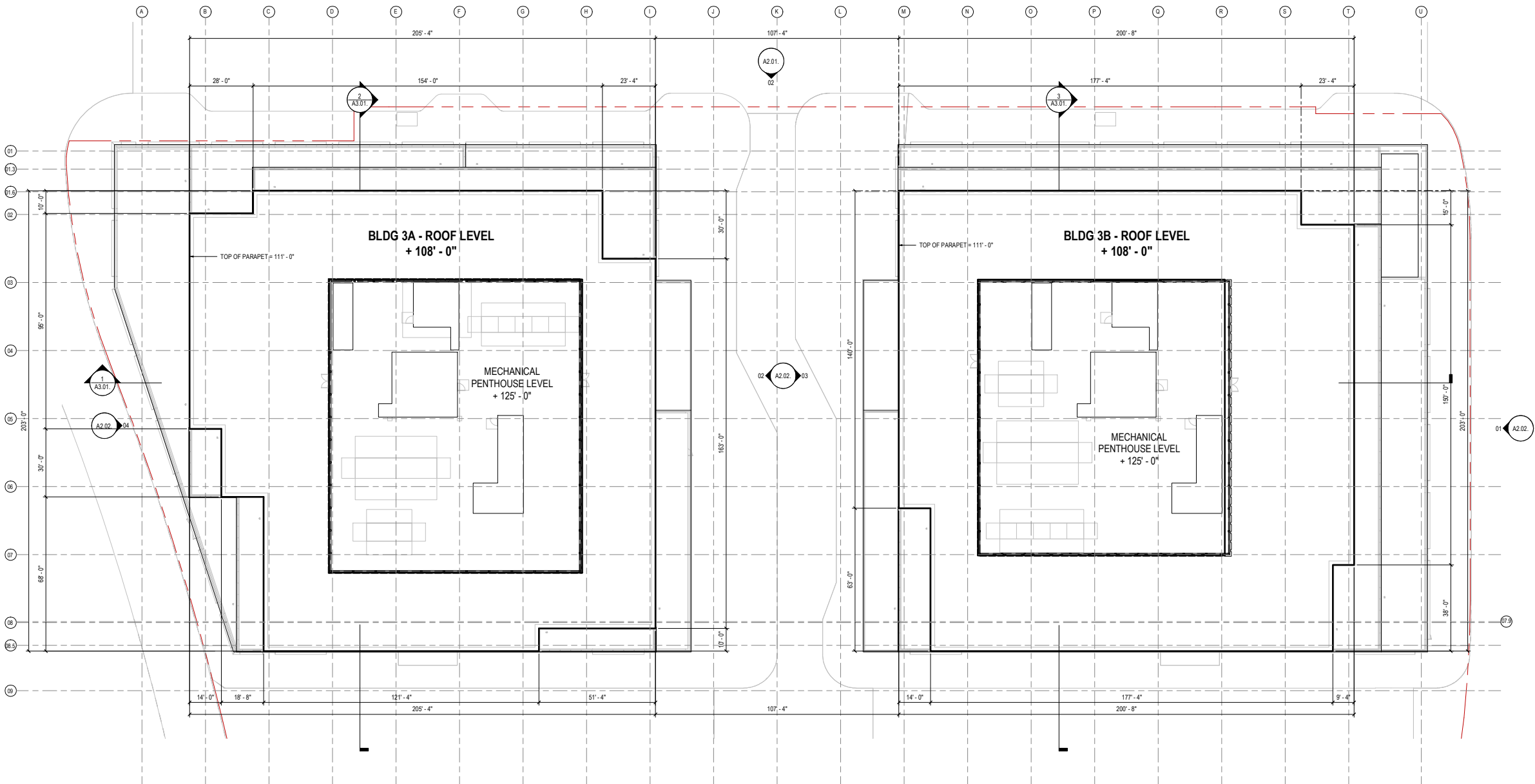
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
PENTHOUSE LEVEL PLAN

Scale
As indicated

A1.10.

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02 **BUILDING ELEVATION - NORTH
SCALE: 1" = 20'-0"



01 **BUILDING ELEVATION - SOUTH
SCALE: 1" = 20'-0"

GENERAL NOTES

- 1 REFER TO A0.90 FOR MATERIAL DESIGNATIONS
- 2 REFER TO A4.XX SHEETS FOR TYPICAL EXTERIOR DETAILS

Date	Description
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
BUILDING ELEVATIONS - NORTH & SOUTH

Scale
As indicated

A2.01.

200 W. WASHINGTON AVE
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Project Name

CITYLINE BUILDING 3A & 3B

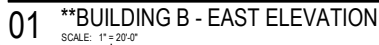
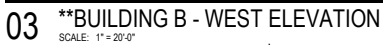
Project Number	01.3440.000
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Description
BUILDING ELEVATIONS - EAST & WEST

Scale
As indicated

A2.02.

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2 REFER TO A4.XX SHEETS FOR TYPICAL EXTERIOR DETAILS

0/23/2020 1:22:36 PM BIM 360://001.3440.000 - Cityline Block 3/Architecture - 001.3440.000 - Bldg3.rvt

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MURPHY AVE. ELEVATION



WASHINGTON AVE.

← CONTINUITY OF STREETSCAPE →

△ Date	Description
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CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
MURPHY STREETSCAPE

Scale
As indicated

A2.03.

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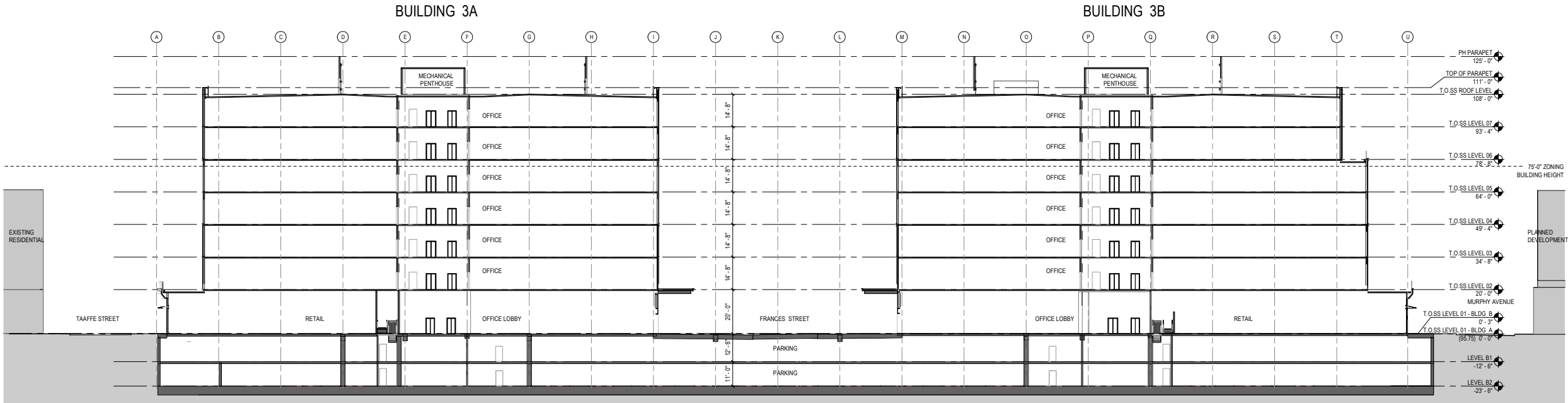
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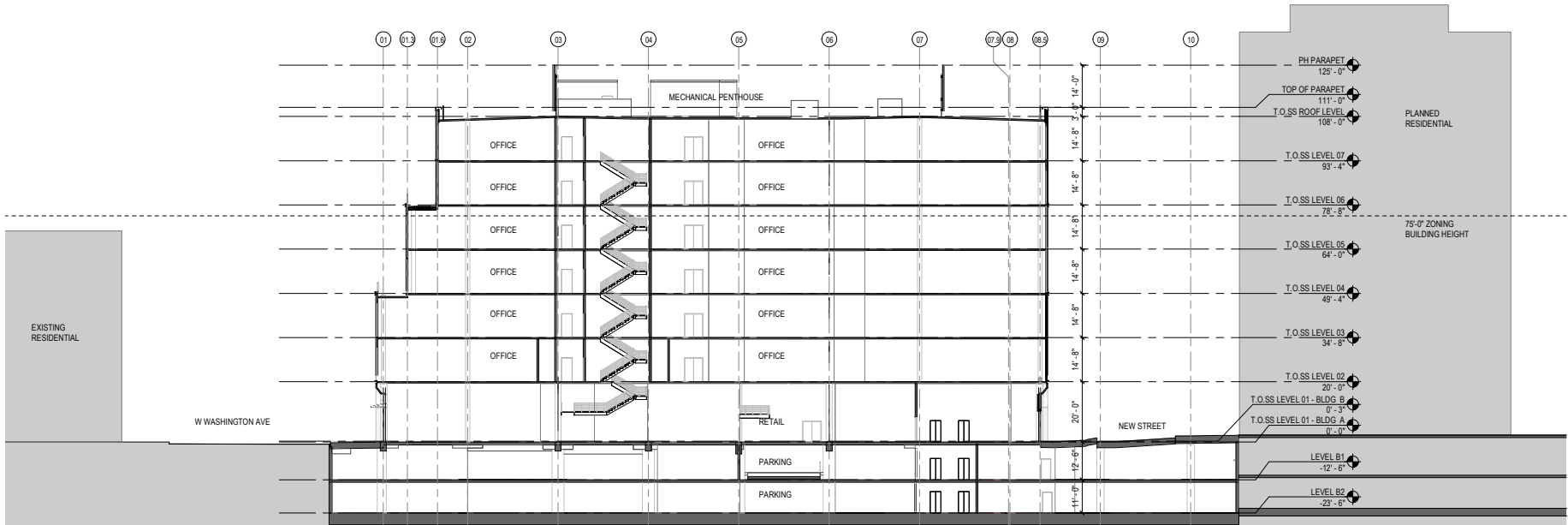
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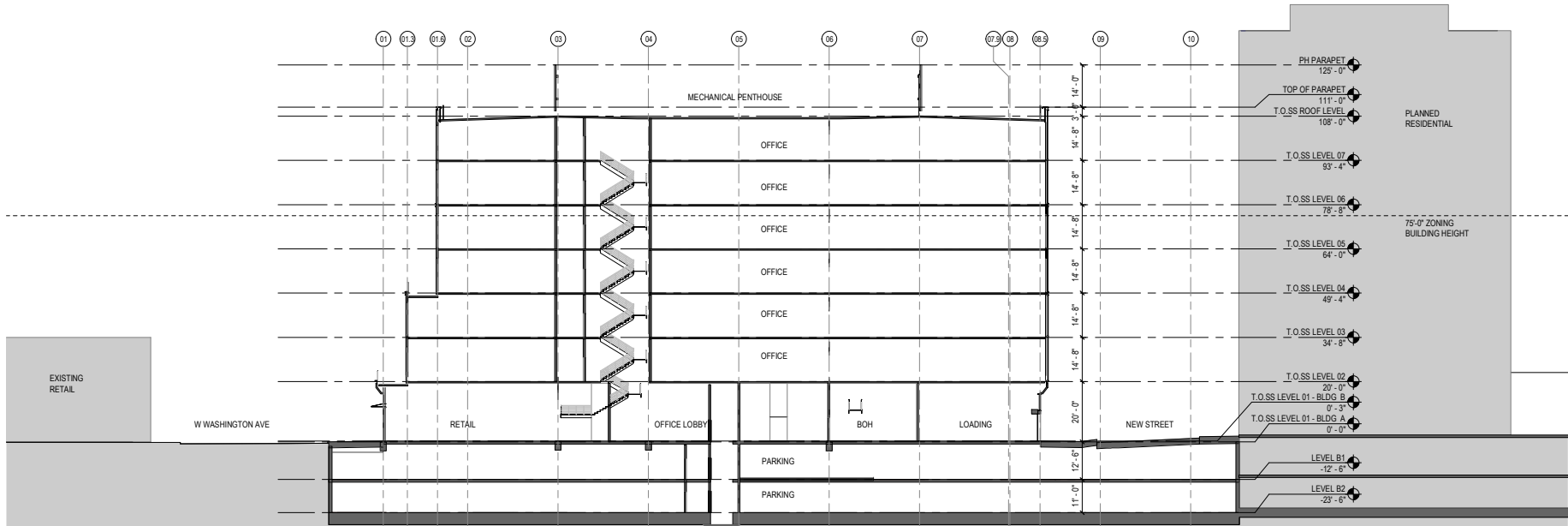
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1 *BUILDING SECTION - EAST-WEST
SCALE: 1" = 20'-0"



2 **BUILDING A SECTION - NORTH-SOUTH
SCALE: 1" = 20'-0"



3 **BUILDING B SECTION - NORTH-SOUTH
SCALE: 1" = 20'-0"

Date	Description
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Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
BUILDING SECTIONS

Scale
As indicated

A3.01.

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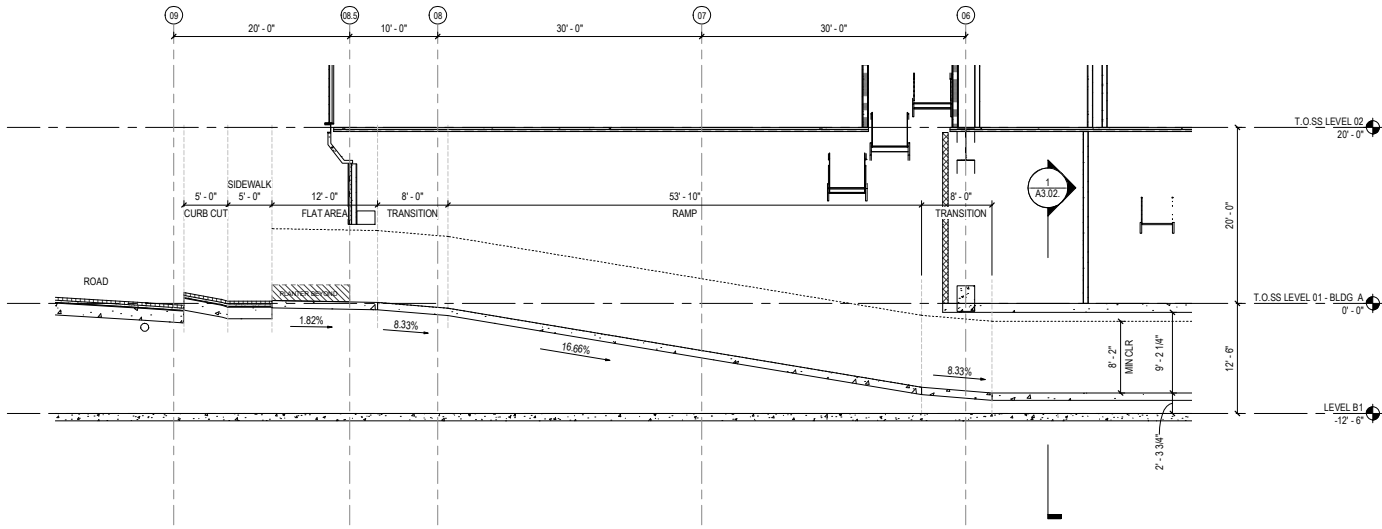
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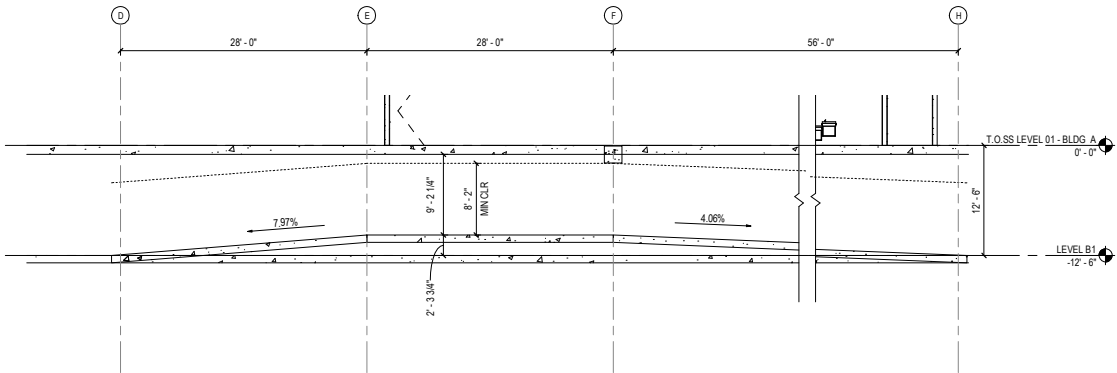
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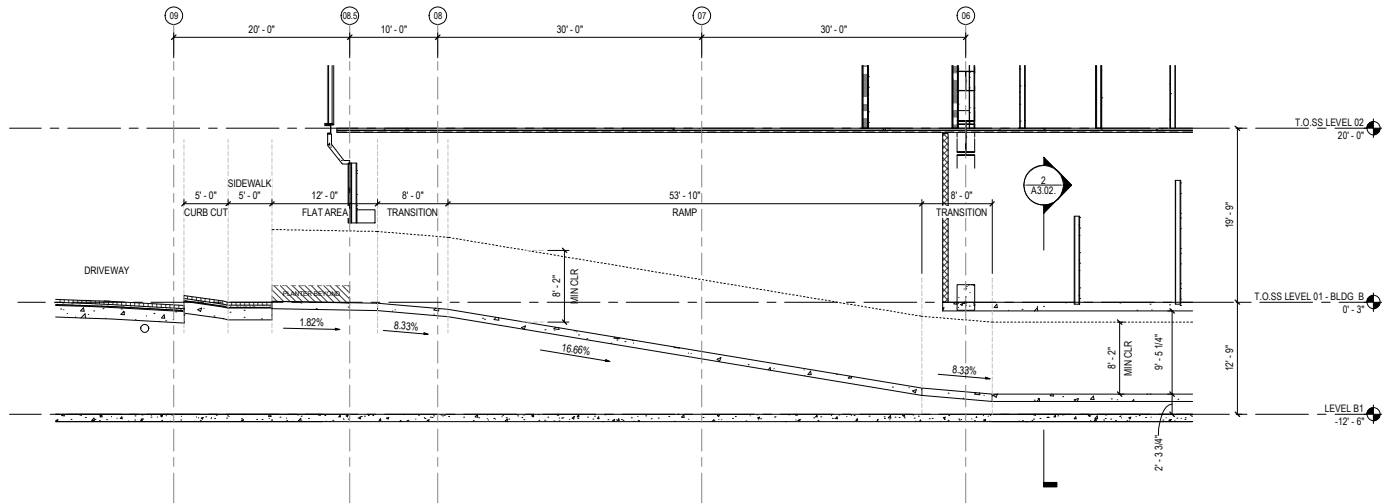
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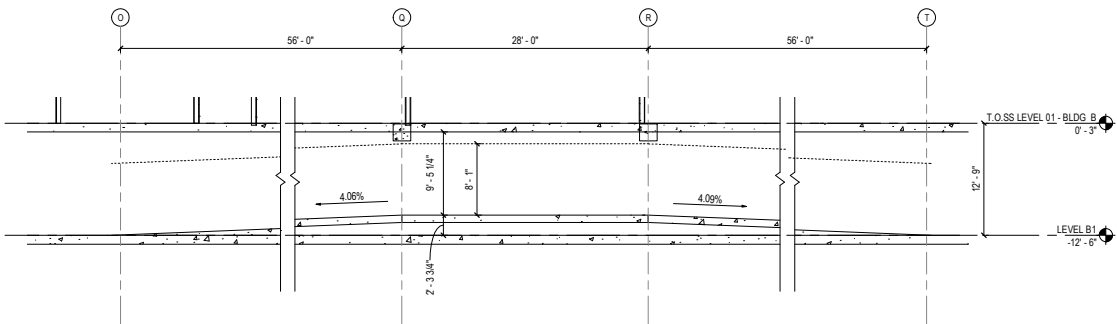
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SCALE: 1/8" = 1'-0"



1 SECTION -BLDG A PARKING RAMP - EAST / WEST_
SCALE: 1/8" = 1'-0"



4 SECTION - BLDG B PARKING RAMP - NORTH / SOUTH
SCALE: 1/8" = 1'-0"



2 SECTION -BLDG B PARKING RAMP - EAST / WEST
SCALE: 1/8" = 1'-0"

Date	Description
07/17/2020	ENTITLEMENT RESUBMITTAL
10/23/2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
PARKING RAMP SECTIONS

Scale
As indicated

A3.02.

HUNTER
PROPERTIES

200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

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United States

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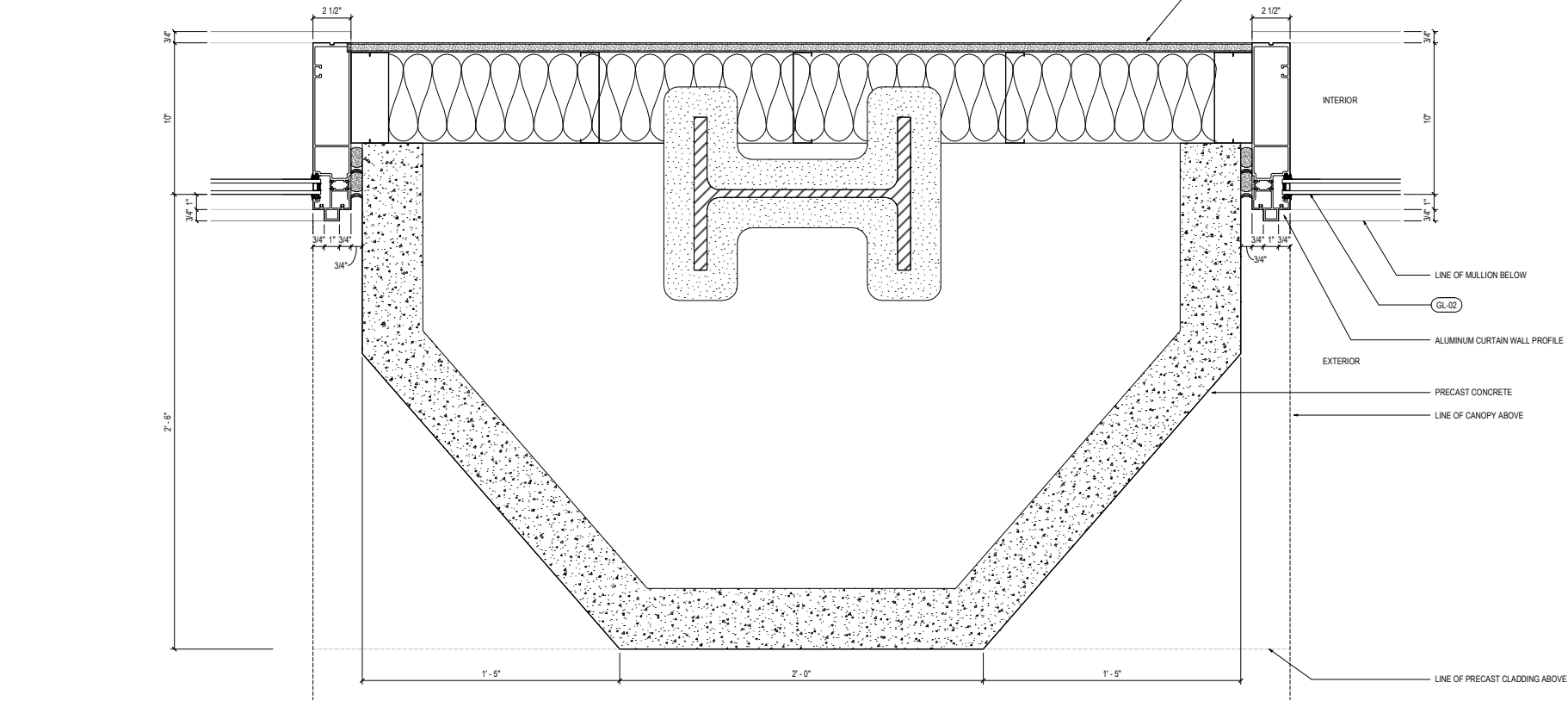
LANDSCAPE ARCHITECT
BIONIC
833 MARKET STREET, SUITE 601
SAN FRANCISCO, CA 94103

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP, INC.
181 GREENWICH ST.
SAN FRANCISCO, CA 94111

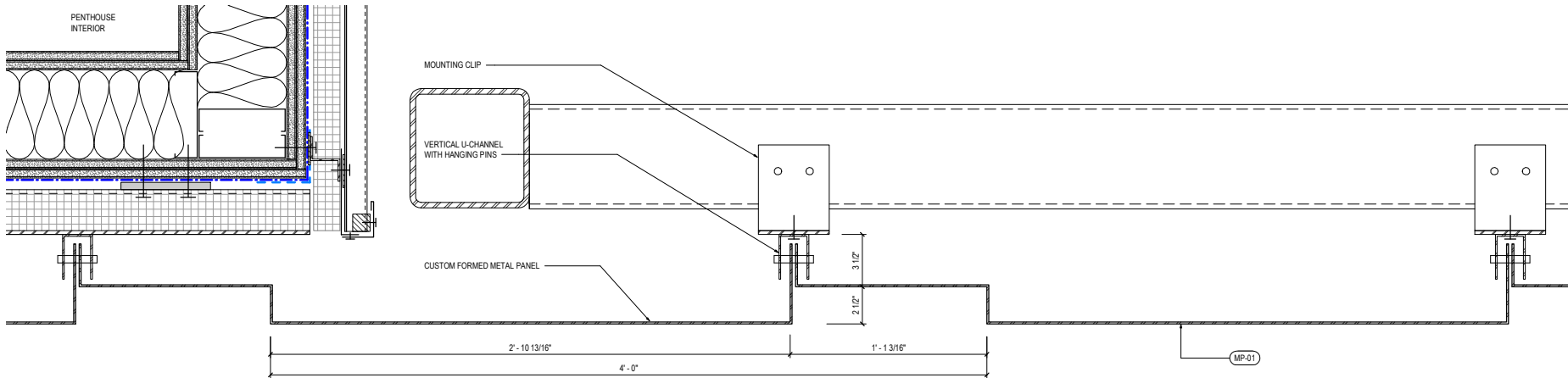
ILLUMINATION DESIGN
LUMENWORKS
3410 LAKESHORE AVE, SUITE 201
OAKLAND, CA 94610

GENERAL NOTES

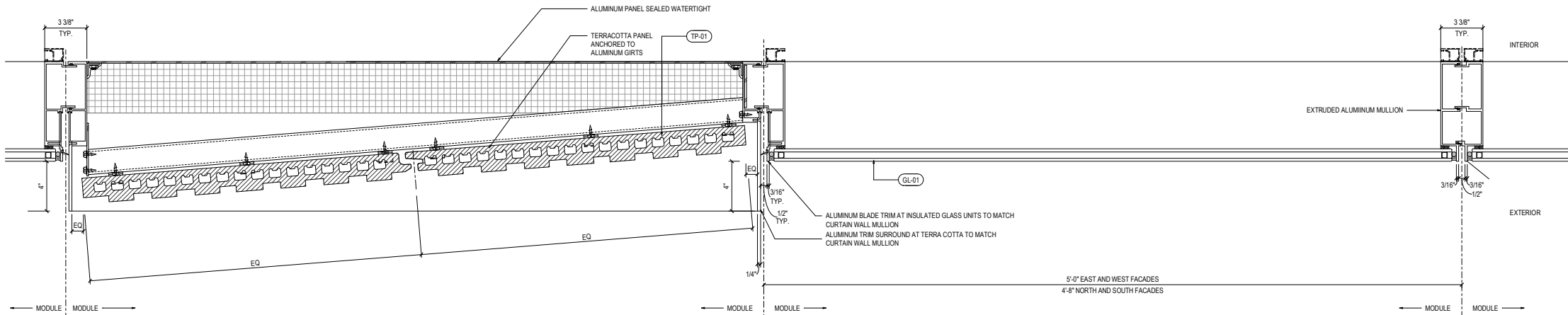
- 1 REFER TO A4.90 FOR MATERIAL DESIGNATIONS



1 PLAN DETAIL - TYPICAL PRECAST CLADDING AT PODIUM
SCALE: 3" = 1'-0"



2 PLAN DETAIL - PENTHOUSE SCREEN
SCALE: 3" = 1'-0"



3 PLAN DETAIL - TYPICAL TOWER CURTAIN WALL ASSEMBLY
SCALE: 3" = 1'-0"

Date	Description
10/23/2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

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CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
EXTERIOR DETAILS

Scale
As indicated

A4.01.

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1 REFER TO A0.90 FOR MATERIAL
DESIGNATIONS



3 SECTION DETAIL - TYPICAL PRECAST CLADDING AT PODIUM

Date	Description
10.23.2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

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Project Name

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△	Date	Description
1	02.10.20	ENTITLEMENT SUBMITTAL
2	07.17.20	ENTITLEMENT RESUBMITTAL
3	08.21.20	100% SCHEMATIC DESIGN
4	10.23.20	DRAFT ENTITLEMENT REVIEW

Seal / Signature

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CONSTRUCTION

Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B

Project Number
01.3440.000

Description
CONCEPTUAL
LANDSCAPE PLAN

Scale
1" = 20'

L0.1



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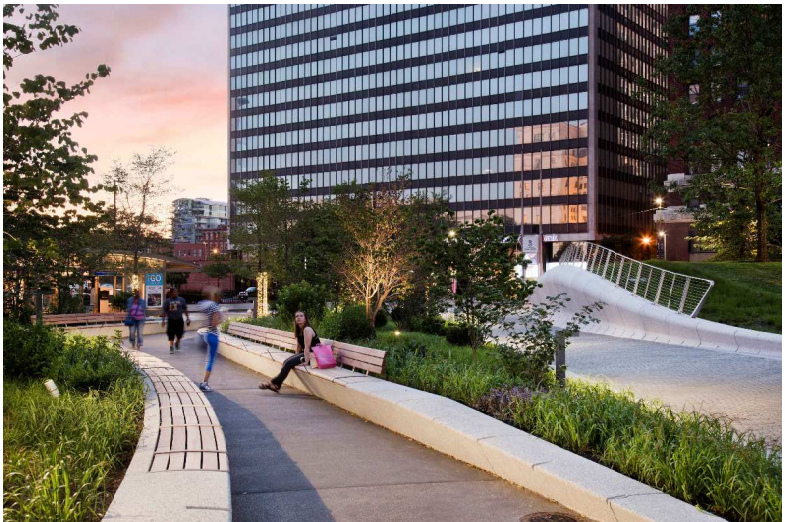
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① PEDESTRIAN PRIORITY STREET



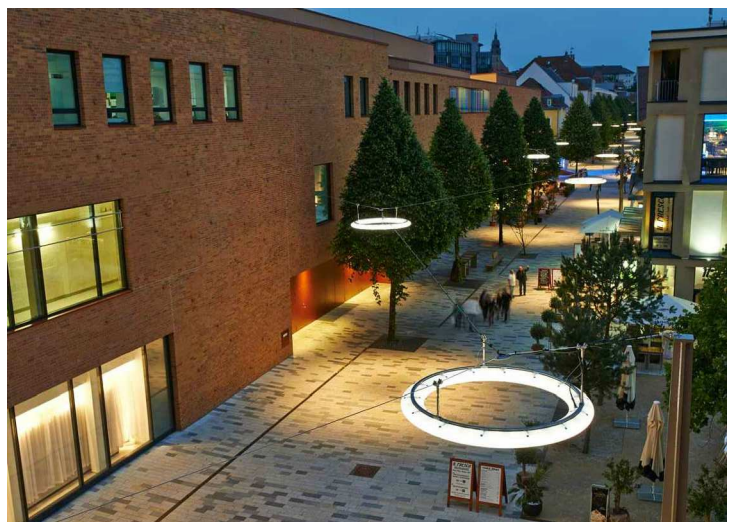
② FLEXIBLE PROGRAMMING



③ RAISED PLANTER/SEATING EDGE



④ POTENTIAL PAVILION/ART ELEMENT



⑤ POTENTIAL OVERHEAD LIGHTING ELEMENT



⑥ MOVABLE AND FIXED FURNISHINGS



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4 10.23.20	DRAFT ENTITLEMENT REVIEW

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CONSTRUCTION

Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B
Project Number
01.3440.000
Description
CONCEPTUAL LANDSCAPE
IMAGERY

Scale
1" = 20'

L0.2

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Seal / Signature

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CONSTRUCTION

Project Name

CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B

Project Number

01.3440.000

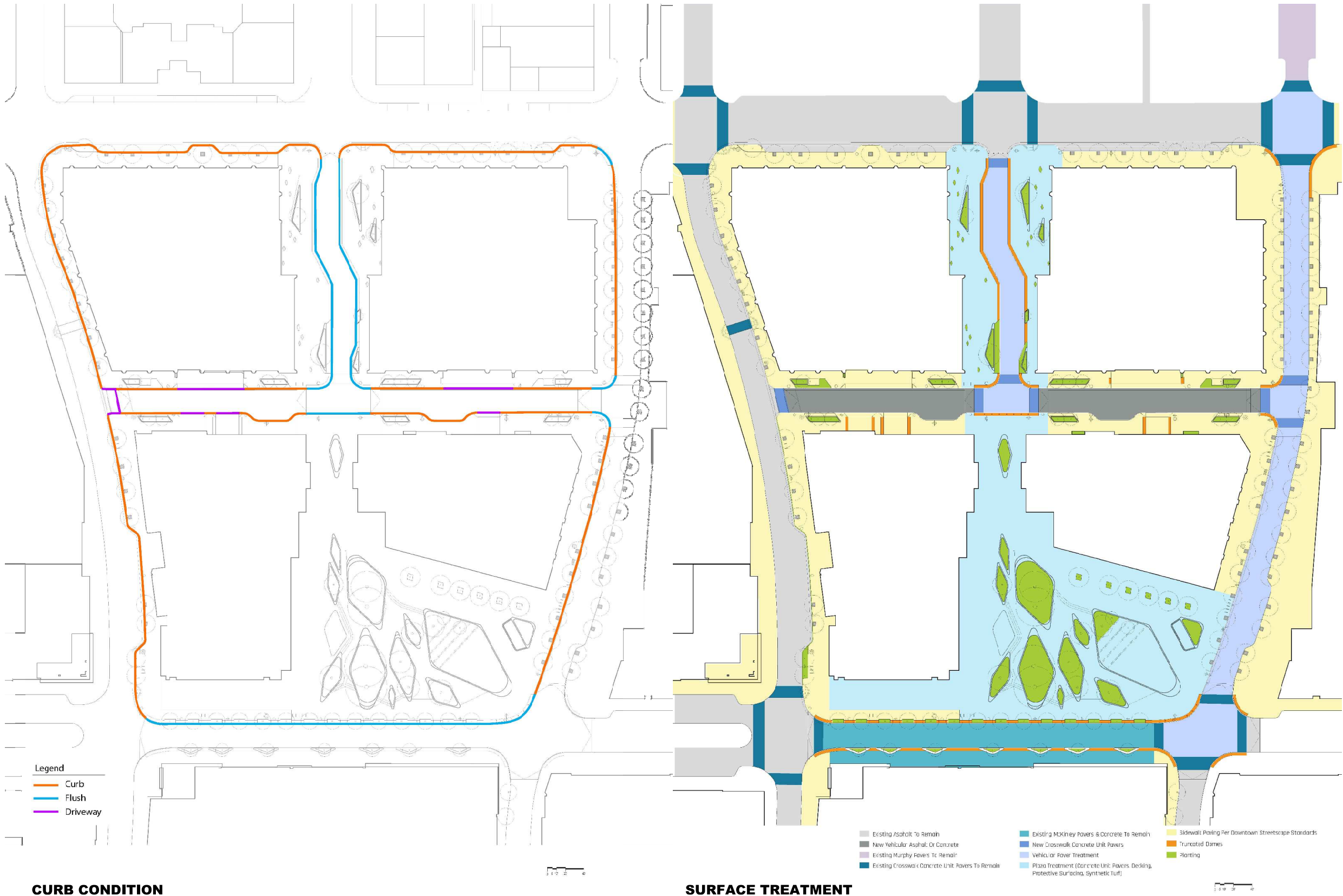
Description

SITE DIAGRAMS

Scale

1" = 20'

L0.3



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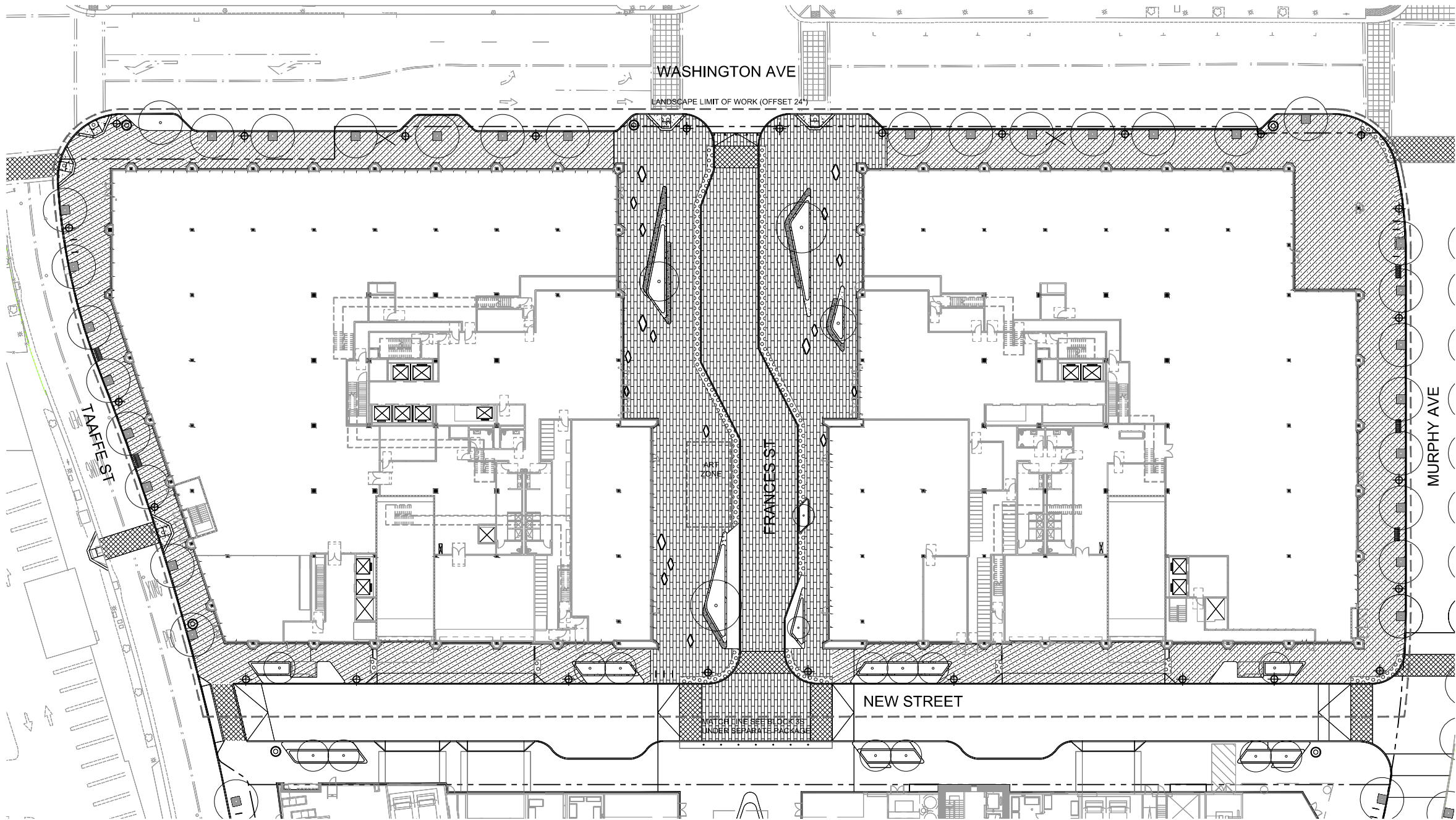
Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B
Project Number
01.3440.000
Description
CONCEPTUAL
MATERIALS PLAN

Scale
1" = 20'

L1.1



NOTES
1. LANDSCAPE LIMIT OF WORK (LLOW)
OFFSET 24" FOR CLARITY.

LEGEND

	CONCRETE UNIT PAVERS		BENCH PER DOWNTOWN STREETSCAPE STANDARD
	SIDEWALK PAVING PER DOWNTOWN STREETSCAPE STANDARDS SEE L3.1		LOOP BIKE RACK PER DOWNTOWN STREETSCAPE STANDARD
	CROSSWALK PER DOWNTOWN STREETSCAPE STANDARD		TRASH RECEPTACLE PER DOWNTOWN STREETSCAPE STANDARD
	TACTILE WARNING		STREET LIGHT SEE LIGHTING PLAN
	CONCRETE PLANTER		REMOVABLE BOLLARD
	RAISED PLANTER SEATING EDGE		TREE GRATE PER DOWNTOWN STREETSCAPE STANDARD
			POTENTIAL TENANT SUPPLIED MOVEABLE PLANTER
			LANDSCAPE LIMIT OF WORK

TREE PLANTING SCHEDULE

							Cultural Size @ 10 Yr. Maturity in feet		Water Requirement/ WUCOLS	
Symbol	Botanical Name	Common Name	Native or Adaptive	Evergreen /Deciduous	Std/Multi	Size	H	W	L - M - H	Quantity
Murphy Ave Street Tree										
Pa	Platanus acerifolia 'Columbia'	London plane tree	Adaptive	Deciduous	Std	24" box	50'	35'	M	8
Taaffe St Street Tree										
Tl	Tristanlopsis laurina	Little Leaf Myrtle	Adaptive	Evergreen	Std	24" box	30'	20'	M	8
Washington/New Street Street Tree										
Ar	Acer rubrum 'Armstrong'	Columnar Red Maple	Adaptive	Deciduous	Std	24" box	30'	12'	M	25
Frances Trees										
Gt	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	Adaptive	Deciduous	Std	24" box	35'	25'	L	2
Ce	Cornus 'Eddie's White Wonder'	Eddie's White Wonder Dogwood	Native	Deciduous	Multi	24" box	15'	12'	M	2
Ag	Acer griseum	Paperbark Maple	Adaptive	Deciduous	Multi	24" box	20'	15'	M	1

GROUND PLANE PLANTING SCHEDULE

							Cultural Size @ 10 Yr. Maturity in inches		Water Requirement/ WUCOLS	
Symbol	Botanical Name	Common Name	Native or Adaptive	Evergreen /Deciduous	Size	Size	H	W	L - M - H	
Streetscape Planting										
Cd	Carex divulsa	European Gray Sedge/Berkeley Sedge	Adaptive	Evergreen	1 Gal	1 gal	24	24	L	
Cp	Carex pansa	Dune Sedge	Native	Evergreen	1 Gal	1 gal	12	12	L	
Dv	Dietes vegata	Fortnight Lily	Adaptive	Evergreen	1 Gal	1 gal	36	36	L	
Lb	Lomandra longifolia 'Breeze'	Dwarf Mat Rush	Adaptive	Evergreen	1 Gal	1 gal	36	36	L	
Md	Muhlenbergia dubia	Pine Muhly	Native	Evergreen	1 Gal	1 gal	36	36	L	
Mr	Muhlenbergia rigens	Deergrass	Native	Evergreen	1 Gal	1 gal	48	48	L	
Sp	Stipa pulchra	Purple Needlegrass	Native	Evergreen	1 Gal	1 gal	60	48	VL	
Sc	Salvia clevelandii 'Winnifred Gilman'	Blue Cleveland Sage	Native	Evergreen	5 Gal	1 gal	48	48	L	
Sgp	Salvia greggii x 'Purple'	Purple Autumn Sage	Native	Evergreen	1 Gal	1 gal	36	36	L	
Frances Planting										
Bg	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama Grass	Native	Semi Evergreen	1 Gal	1 gal	18	18	L	
Do	Daphne odora 'Aureo-marginata'	Variegated Winter Daphne	Adaptive	Evergreen	1 Gal	1 gal	36	36	L	
De	Daphne x transatlantica 'BLAFRA'	Eternal Fragrance Daphne	Adaptive	Evergreen	1 Gal	1 gal	36	36	M (Zone 2)	
Dc	Deschampsia cespitosa	Tufted Hair Grass / Fairy Wand Grass	Native	Evergreen	1 Gal	1 gal	24	24	L	
La	Lavandula angustifolia 'hidcote blue'	Hidcote Blue English Lavender	Adaptive	Evergreen	1 Gal	1 gal	36	36	L	
LI	Lavandula latifolia	Spike Lavender	Adaptive	Evergreen	1 Gal	1 gal	36	24	L	
Lia	Lavandula x intermedia 'Alba'	White Lavender	Adaptive	Evergreen	1 Gal	1 gal	36	36	L	
Lc	Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	Native	Evergreen	1 Gal	1 gal	36	36	L	
Pa	Pennisetum alopecuroides 'hamein'	Hamein Dwarf Fountain Grass	Adaptive	Deciduous	1 Gal	1 gal	30	24	L	
Ph	Penstemon heterophyllus x Margarita 'BOP'	Foothill Penstemon	Native	Evergreen	1 Gal	1 gal	18	24	L	
Pr	Penstemon 'Red Riding Hood'	Dwarf Red Fountain Grass / Red Riding Hood Beardtongue	Adaptive	Evergreen	1 Gal	1 gal	18	24	L	
Sch	Salvia chamaedryoides	Germander Sage	Adaptive	Evergreen	1 Gal	1 gal	24	36	L	
Sgu	Salvia greggii x 'Ultra Violet'	Ultra Violet Hybrid Autumn Sage	Native	Evergreen	1 Gal	1 gal	24	24	L	
Ss	Salvia spathacea	Hummingbird Sage	Native	Evergreen	1 Gal	1 gal	30	48	L	



Lavandula angustifolia 'hidcote blue'
Hidcote Blue English Lavender



Lomandra longifolia 'Breeze'
Dwarf Mat Rush



Lavandula x intermedia 'Alba'
White Lavender



Pennisetum alopecuroides 'hamein'
Hamein Dwarf Fountain Grass



Salvia clevelandii 'Winnifred Gilman'
Blue Cleveland Sage



Acer griseum
Paperbark Maple



Platanus acerifolia 'Columbia'
London Plane Tree



Cercis texensis 'Oklahoma'
Redbud



Cornus 'Eddie's White Wonder'
Eddie's White Wonder Dogwood

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San Francisco, CA 94105
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△	Date	Description
1	02.10.20	ENTITLEMENT SUBMITTAL
2	07.17.20	ENTITLEMENT RESUBMITTAL
3	06.21.20	100% SCHEMATIC DESIGN
4	10.23.20	DRAFT ENTITLEMENT REVIEW

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B
Project Number
01.3440.000
Description
PLANTING SCHEDULE

Scale
NTS

L2.1

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Suite 1500
San Francisco, CA 94105
United States

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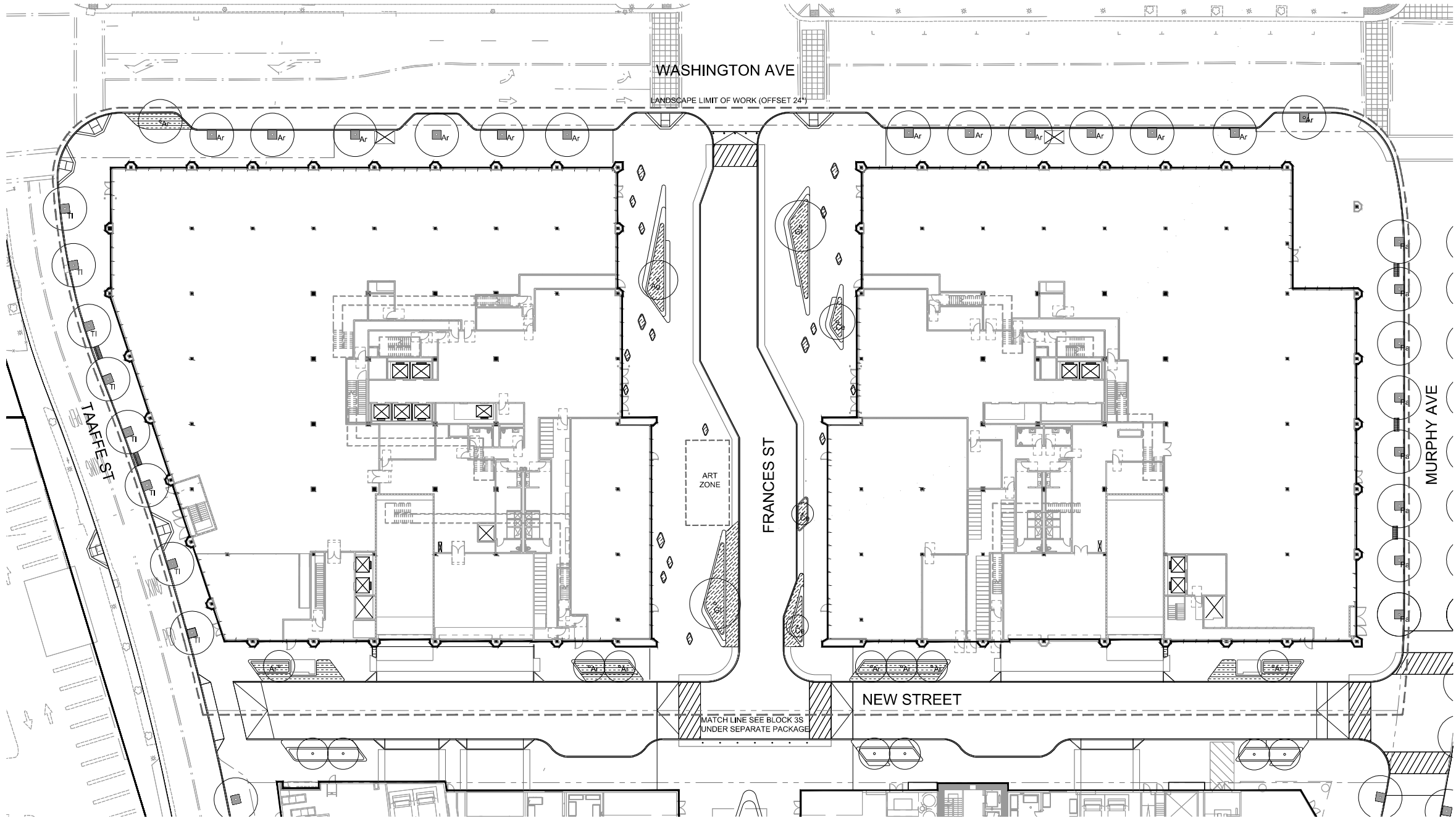
Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B

Project Number
01.3440.000

Description
CONCEPTUAL
PLANTING PLAN

Scale
1" = 20'

L2.2



NOTES

- LANDSCAPE LIMIT OF WORK (LLOW)
OFFSET 24" FOR CLARITY.
- REFER TO L2.1 FOR PLANTING SCHEDULE.

LEGEND

- STREETSCAPE PLANTING
- FRANCES PLANTING
- TREE (PROPOSED)

MATCH LINE SEE BLOCK 3S
UNDER SEPARATE PACKAGE

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Project Name

CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B

Project Number

01.3440.000

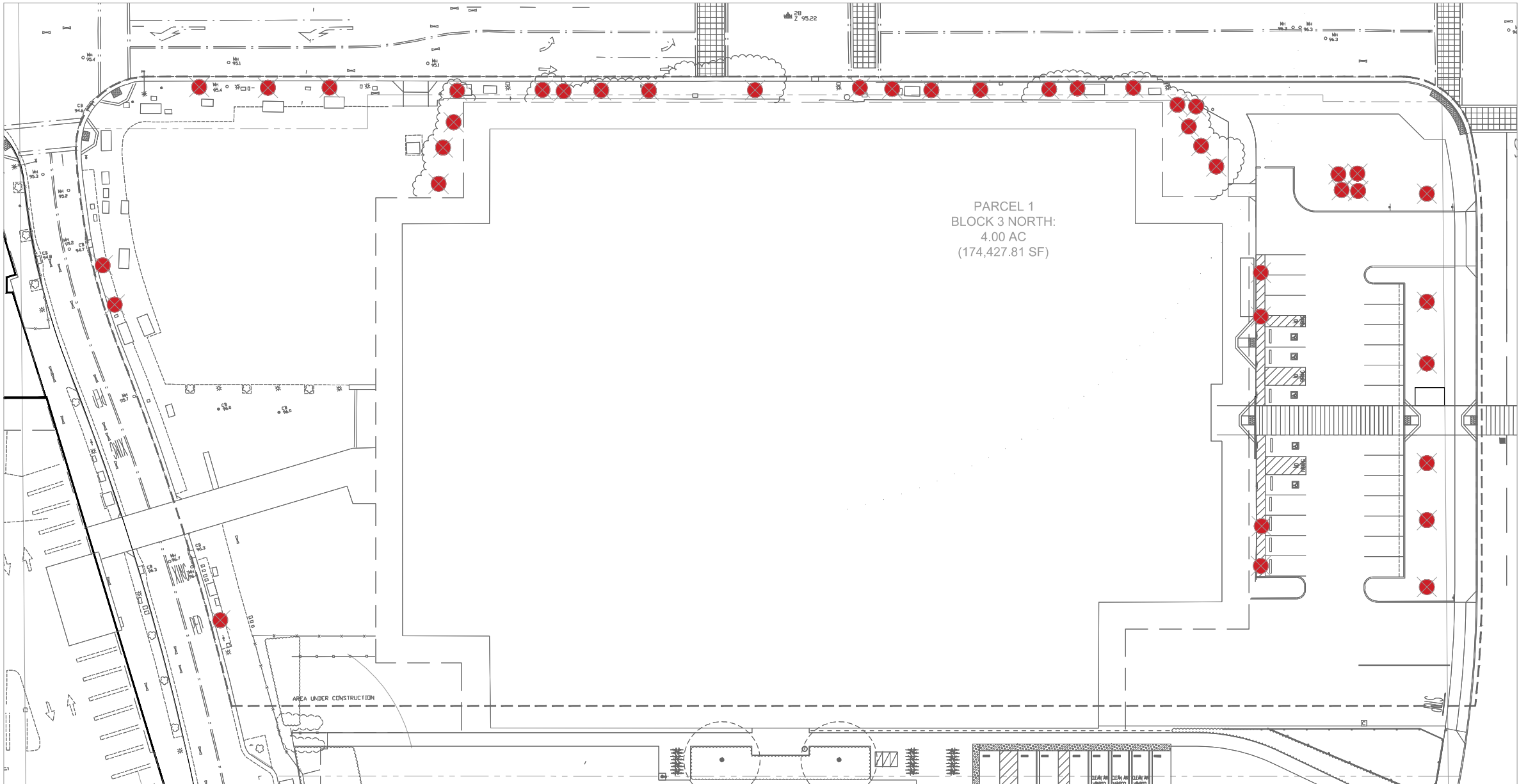
Description

TREE DISPOSITION
PLAN

Scale

1" = 20'

L2.3



LEGEND



(E) TREE TO REMOVE (40)

PROTECTED TREE REMOVAL AND REPLACEMENT TABLE

Removed Ordinance Tree Diameter	Quantity Removed	Tree Replacement Required
12" - 18" diameter	12	(12) 24" box trees (36) 15-gallon trees
18" - 24" diameter	3	(3) 36" box trees (6) 24" box trees

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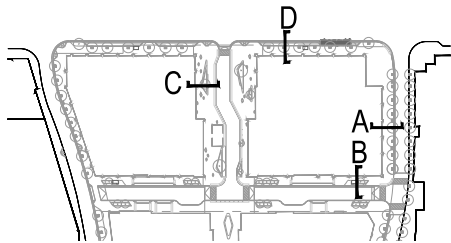
Seal / Signature

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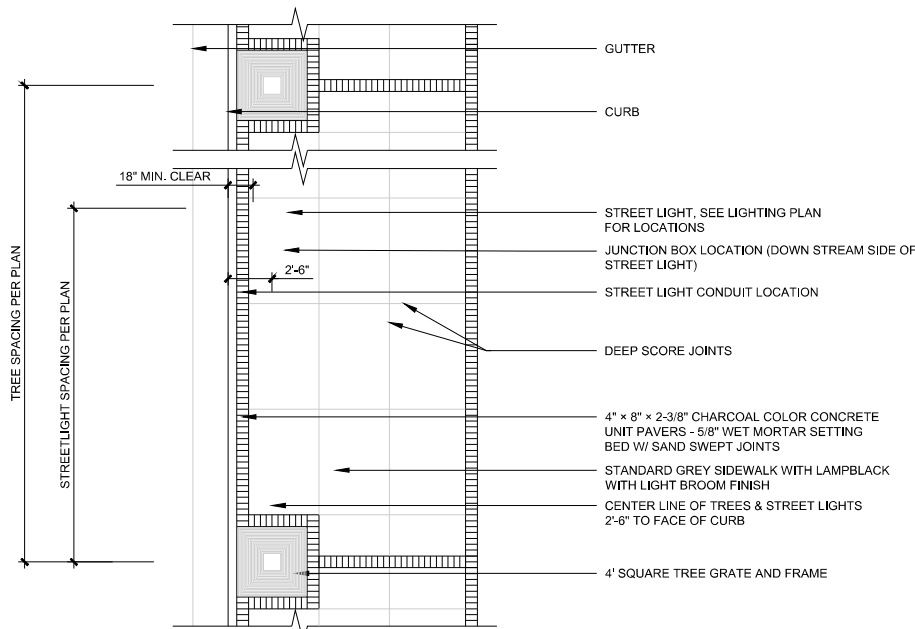
Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B
Project Number
01.3440.000
Description
STREETSCAPE
SECTIONS/DETAILS

Scale
AS SHOWN

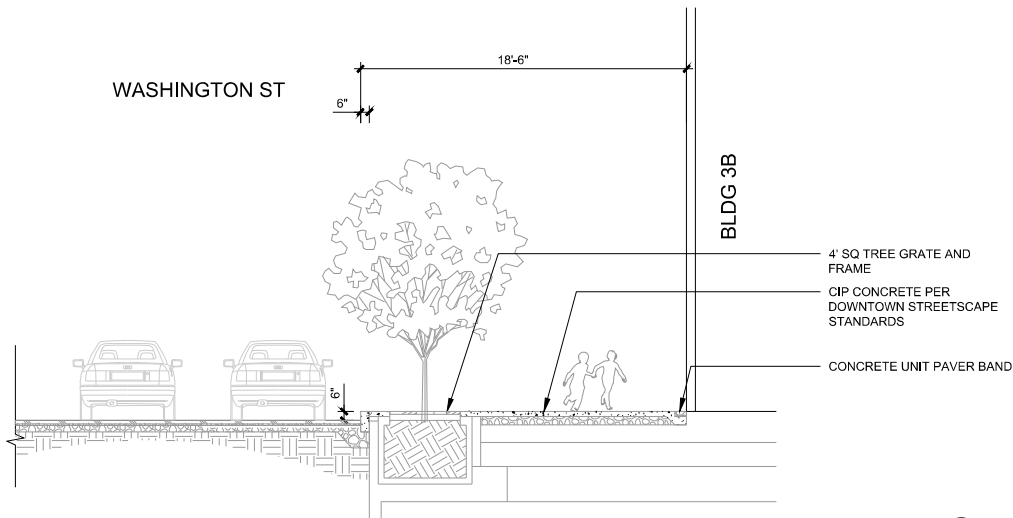
L3.1



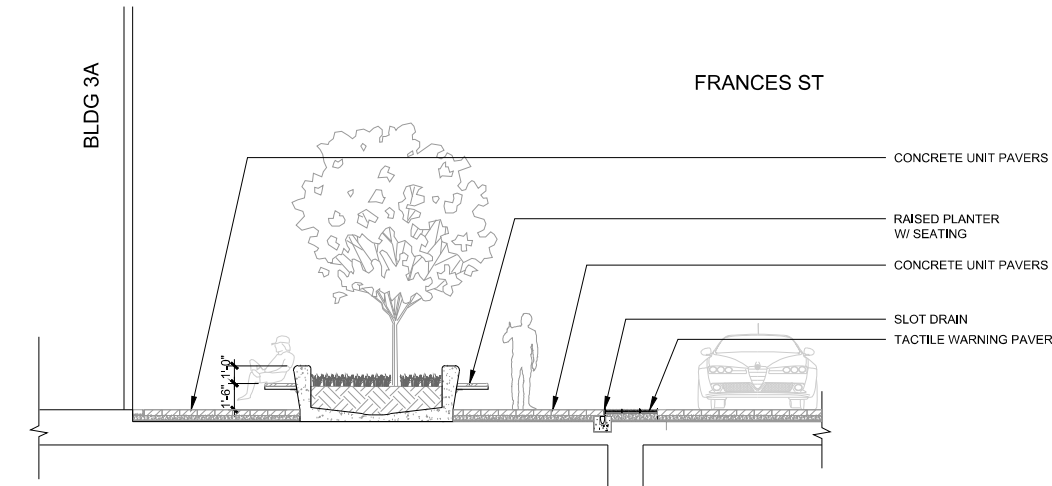
KEY MAP



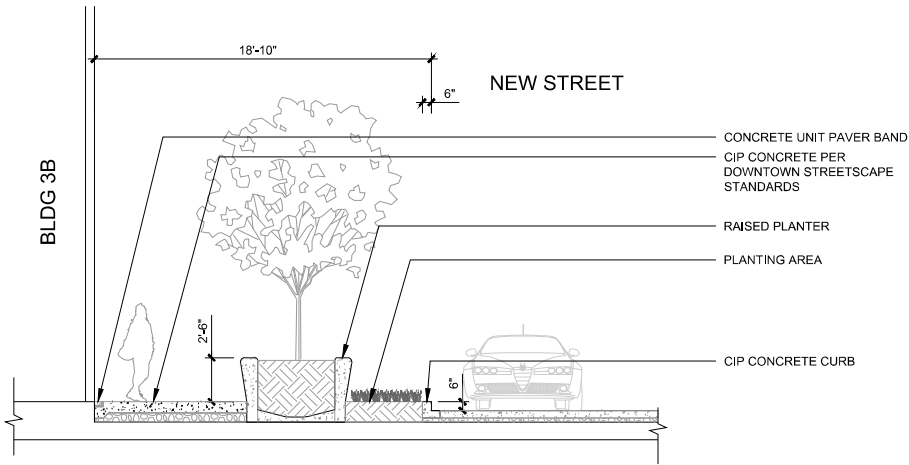
PLAN
SIDEWALK PAVING PER DOWNTOWN STREETSCAPE STANDARDS
SCALE: 1/4" = 1'-0" (E)



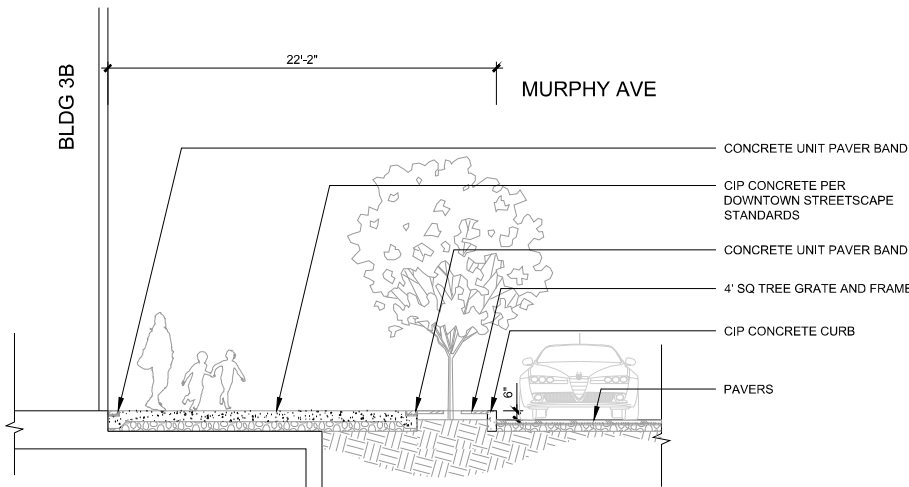
SECTION
SECTION D
SCALE: 1/4" = 1'-0" (D)



SECTION
SECTION C
SCALE: 1/4" = 1'-0" (C)



SECTION
SECTION B
SCALE: 1/4" = 1'-0" (B)



SECTION
SECTION A
SCALE: 1/4" = 1'-0" (A)

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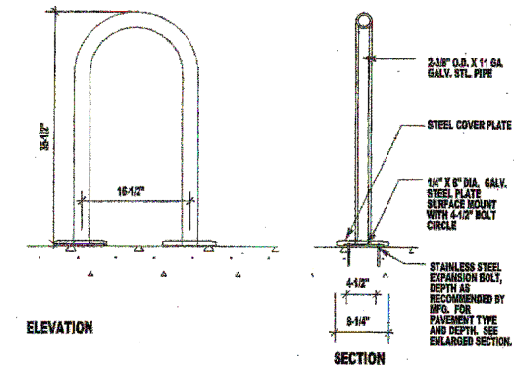
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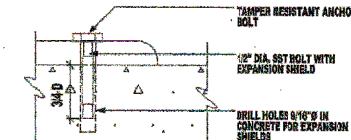
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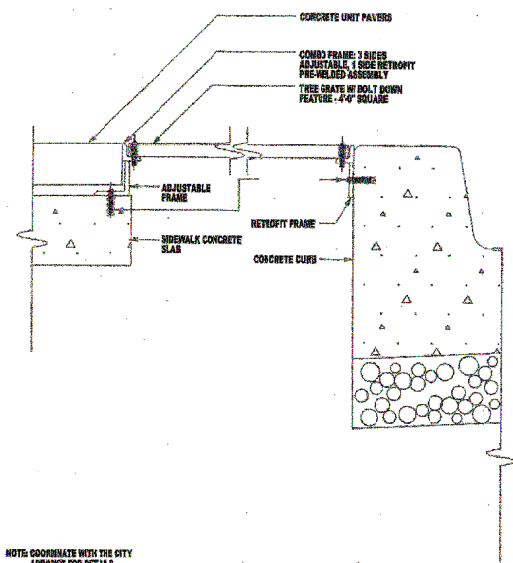
ELEVATION

SECTION



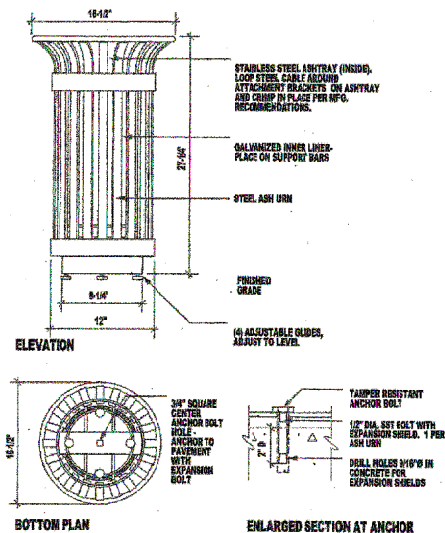
ENLARGED SECTION AT ANCHOR

LOOP BIKE RACK
SCALE: NTS



SECTION/PLAN

TREE GRATE
SCALE: NTS

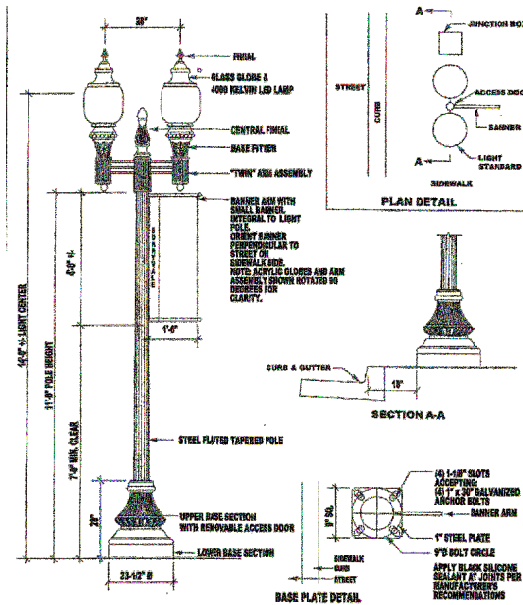


ELEVATION

BOTTOM PLAN

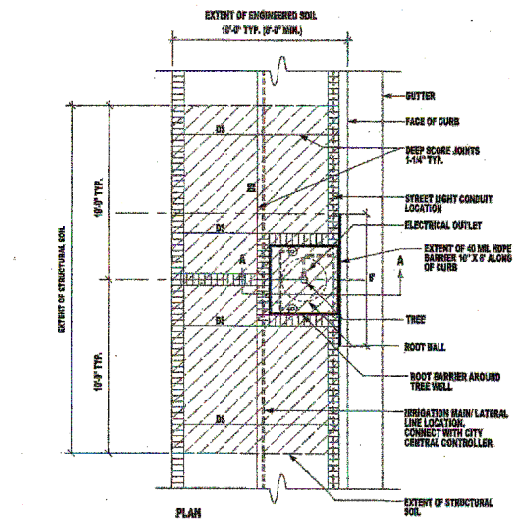
ENLARGED SECTION AT ANCHOR

TRASH RECEPTACLE
SCALE: NTS

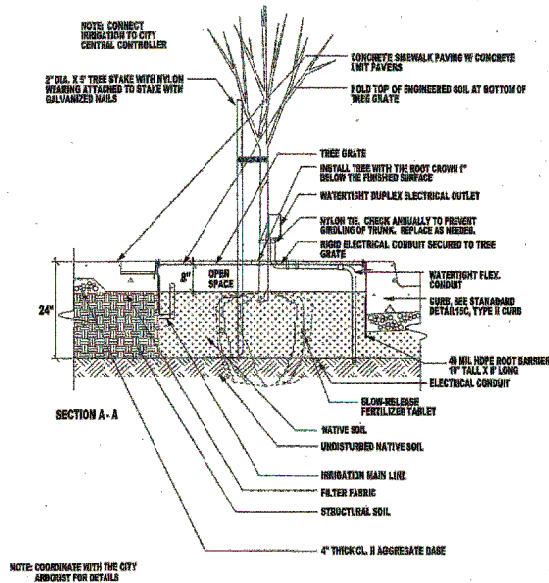


ELEVATION

TWIN HEAD STREETLIGHT
SCALE: NTS

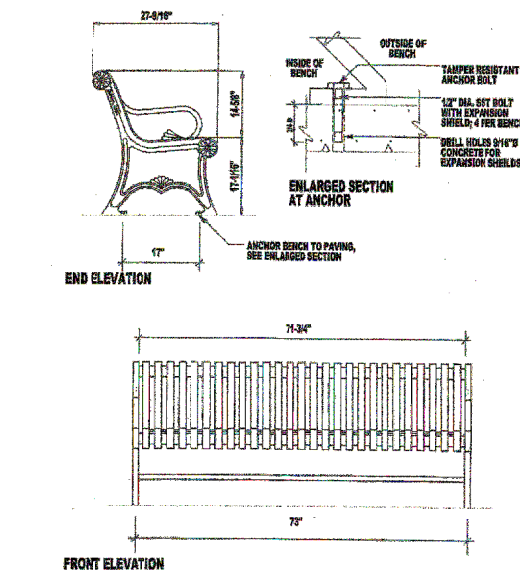


NOTE: COORDINATE WITH THE CITY ARBORIST FOR DETAILS



NOTE: COORDINATE WITH THE CITY ARBORIST FOR DETAILS

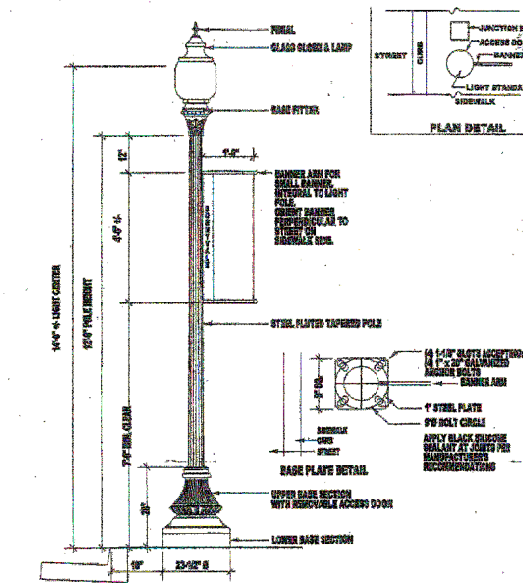
STREET TREE PLANTING WITH STRUCTURAL SOIL
SCALE: NTS



END ELEVATION

FRONT ELEVATION

BENCH - 6' LENGTH CAST IRON
SCALE: NTS



ELEVATION

SINGLE HEAD STREETLIGHT
SCALE: NTS

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Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE SUNNYVALE
BLOCK 3 BUILDINGS 3A & 3B
Project Number
01.3440.000
Description
SUNNYVALE STANDARD
STREETSCAPE DETAILS

Scale

NTS

L4.1

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Suite 1500
San Francisco, CA 94105
United States
Tel: 415.433.3700
Fax: 415.836.4599

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THE GUZZARDO PARTNERSHIP INC.
181 GREENWICH STREET
SAN FRANCISCO, CA 94111

GENERAL CONTRACTOR
DEVCON
690 GIBRALTAR DR
MILPITAS, CA 95035

STRUCTURAL ENGINEER
IMEG
160 FINE STREET, SUITE 350
SAN FRANCISCO, CA 94111

MECHANICAL, ELECTRICAL, & PLUMBING
PAE ENGINEERS
48 GOLDEN GATE AVE.
SAN FRANCISCO, CA 94102

CIVIL ENGINEER
BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065

FACADE
WISS, JANNEY, ELSTNER ASSOCIATES, INC.
2000 POWELL STREET, SUITE 1650
EMERYVILLE, CA 94608

EXTERIOR BUILDING MAINTENANCE
HIGHLINE CONSULTING, INC.
4361 TECHNOLOGY DR. D.
LIVERMORE, CA 94551

VERTICAL TRANSPORTATION
EDGETT WILLIAMS CONSULTING GROUP
48 GOLDEN GATE AVE.
SAN FRANCISCO, CA 94102

ILLUMINATION DESIGN
LUMENWORKS
3410 LAKESHORE AVE, SUITE 201
OAKLAND, CA 94610

WATERPROOFING
SIMPSON GUMPERTZ & HEGER
100 FINE STREET, SUITE 1600
SAN FRANCISCO, CA 94111

△	Date	Description
	07.17.2020	ENTITLEMENT RESUBMITTAL
	10.23.2020	DRAFT ENTITLEMENT REVIEW

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B

Project Number
01.3440.000

Description
CONCEPTUAL LANDSCAPE
COMPOSITE PLAN
- TERRACES

Scale
1" = 20'-0"

L3.00



NOTES:
1. Movable furniture not in contract, shown for reference only
2. Design shown as illustrative demonstration of possible layout - Final design to be completed by office tenant

PLANT PALETTE

TREES						
KEY	BOTANICAL NAME	COMMON NAME	COMMENT	SIZE	WUCOLS	NATIVE
ARB MAR	Arbutus marina	Marina Madrone	Standard	24" box	L	N
CHA HUM	Chamaerops humilis	European Fan Palm	Multi trunk	36" box	L	N
LIV CHI	Livistona chinensis	Chinese Fan Palm	Standard	6' BTH	M	N
POD ELO	Podocarpus elongata 'Monnal'	Blue Ice Yellow-Wood	Standard	24" box	M	N
OLE SWA	Olea europaea 'Swan Hill'	Fruitless Olive	Multi trunk	24"Box	M	N
SHRUBS, PERENNIALS and GRASSES						
KEY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	WUCOLS	
AC	Acacia cognata 'Cousin It'	Little River Wattle	36" o.c.	5 gal	L	NATIVE
AB	Anigozanthos 'Bush Ranger'	Dwarf Kangaroo Paw	18" o.c.	1 gal	L	N
AP	Aloe plicata	Aloe Plicata	36" o.c.	5 gal	L	N
AR	Arbutus unedo 'Compacta'	Strawberry Bush	30" o.c.	5 gal	L	N
CP	Campanula portenschlagiana	Bellflower	12" o.c.	1 gal	L	N
CF	Calamagrostis foliosa	Mendocino Reed Grass	30" o.c.	5 gal	L	Y
CT	Chondropetalum tectorum	Cape Rush	48" o.c.	5 gal	L	N
EB	Echeveria 'Blue Bird'	Mexican Snowball	12" o.c.	1 gal	L	N
EBR	Echeveria 'Big Red'	Big Red Hen and Chicks	12" o.c.	1 gal	L	N
EZ	Echeveria 'Zorro'	Echeveria 'Zorro'	12" o.c.	1 gal	L	N
HM	Hakonechloa macro 'Aureola'	Japanese Forest Grass	24" o.c.	5 gal	M	N
LI	Liberia peregrinae	Orange Ubertia	18" o.c.	5 gal	L	N
LP	Lomandra 'Platinum Beauty'	Mat Rush	30" o.c.	5 gal	L	N
LC	Loropetalum chinense 'Rubrum'	Chinese Fringe-flower	36" o.c.	5 gal	L	N
ND	Nandina domestica 'Firepower'	Heavenly Bamboo	30" o.c.	5 gal	L	N
NE	Nephrolepis cordifolia	Southern Sword Fern	30" o.c.	5 gal	M	N
PAH	Pennisetum alopecuroides 'Hamel'	Dwarf Fountain Grass	18" o.c.	5 gal	L	N
PH	Philodendron xanadu	Philodendron Xandu	30" o.c.	5 gal	M	N
SM	Sedum morganianum	Donkey's Tail	12" o.c.	5 gal	L	N
SR	Streptzia reginae	Bird of Paradise	36" o.c.	5 gal	M	N

IRRIGATION NOTES

NOTES OF DESIGN INTENT	
1.	IRRIGATION SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH LOCAL WATER EFFICIENT LANDSCAPE ORDINANCE.
2.	IRRIGATION CONTROLLER SHALL BE "SMART" SELF ADJUSTING BASED ON DAILY ET REQUIREMENTS OF THE PLANT MATERIAL.
3.	DEDICATED IRRIGATION SYSTEM WATER METER SHALL CONNECT TO A LOOPEED IRRIGATION SYSTEM SUPPLYLINE.
4.	LOW PRECIPITATION RATE IRRIGATION SPRAY HEADS SHALL BE USED WHEREVER PLANTING MATERIAL AND WATER EFFICIENT LANDSCAPE ORDINANCE WILL ALLOW.
5.	HIGH EFFICIENCY DRIP IRRIGATION SHALL BE USED WHEREVER PRACTICLE WITHIN GROUNDCOVER AND SHRUB AREAS.
6.	DEDICATED IRRIGATION ZONES FOR TREES SHALL BE DESIGNED WITH BUBBLER IRRIGATION.
7.	VALVE BOX LOCATIONS SHALL BE IN GROUNDCOVER AREAS WHEREVER POSSIBLE.

COLOR FINISH SCHEDULE

PAVING



24" sq. Porcelain Pavers on Pedestal System by Tile Tech. Metal backing and pedestal supports if required, as per manufacturer's guidelines.
Terrazzo Series:
The pavers to be configured in a semi-random pattern containing a mix of the 2 color/finish types shown below.



Type 1:
Terrazzo White Black



Type 2:
Terrazzo Gray Black

DECORATIVE PEBBLES



3/4" Ø Quartz Pebbles available from Lynso Garden Supplies. Color: Mix of black/white/grey/rust-colored. 18" bands of pebbles to be defined in spaces shown on plan between building facade and adjacent planters, with metal headers, available from Permaloc. Install to be flush with adjacent paving. Typical of all bands.



PLANTERS ON STRUCTURE

FuSe Metal Planter systems available from ORE Planters. Heights of planters vary, with Planters shown with Trees to be 30" high above adjacent finished paving level, and all other planters to be 24" high. Typical. All exposed edges eased. Color/Finish: Standard Powdercoat by Manufacturer.



LANDSCAPE LIGHTING

Outdoor rated LED strip Integrated into ORE FuSe Planter walls



Tree Uplights, Delta star LED by B-K Lighting. Stake mounted. Low voltage, junction boxes to be located in planting areas.



NOTES:
1. Design shown as illustrative demonstration of possible materials, products, and finishes - Final design to be completed by office tenant

200 W. WASHINGTON AVE
SUNNYVALE, CALIFORNIA

Gensler

45 Fremont Street
Suite 1500
San Francisco, CA 94105
United States
Tel 415.433.3700
Fax 415.836.4599

THE
GUZZARDO
PARTNERSHIP INC.
Landscape Architects • Land Planners

LANDSCAPE ARCHITECT
THE GUZZARDO PARTNERSHIP INC.
181 GREENWICH STREET
SAN FRANCISCO, CA 94111

GENERAL CONTRACTOR
DEVCON
690 GIBBALTAR DR
MILPITAS, CA 95035

STRUCTURAL ENGINEER
MEG
160 FINE STREET, SUITE 350
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Seal/ Signature

NOT FOR
CONSTRUCTION

Project Name
CITYLINE BUILDING 3A & 3B
Project Number
01.3440.000
Description
CONCEPTUAL LANDSCAPE
MATERIALS SCHEDULE



City of Sunnyvale

Agenda Item 1.A

20-0949

Agenda Date: 11/9/2020

SUBJECT

Approve Planning Commission Meeting Minutes of October 26, 2020

RECOMMENDATION

Approve Planning Commission Meeting Minutes of October 26, 2020 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

Planning Commission

Monday, October 26, 2020

7:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15

Special Meeting - Study Session - Canceled | Public Hearing - 7:00 PM

TELECONFERENCE NOTICE

STUDY SESSION CANCELED

7:00 PM PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Howard called the meeting to order at 7:00 PM.

ROLL CALL

Present: 6 - Chair Daniel Howard
Vice Chair David Simons
Commissioner Sue Harrison
Commissioner John Howe
Commissioner Ken Olevson
Commissioner Carol Weiss
Absent: 1 - Commissioner Ken Rheume

Commissioner Rheume's absence is excused.

ORAL COMMUNICATIONS

CONSENT CALENDAR

Commissioner Howe asked staff if the request for continuance to a date uncertain for Agenda Item 1.B is so that the applicant does not have to pay additional fees. Assistant Director Andrew Miner stated that the purpose is to give the applicant more time to modify the proposal which could change the staff recommendation from denial to approval.

MOTION: Commissioner Howe moved and Commissioner Olevson seconded the

motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 6 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Weiss

No: 0

Absent: 1 - Commissioner Rheume

1.A [20-0912](#) Approve Planning Commission Meeting Minutes of October 12, 2020

1.B [20-0909](#) **CONTINUED FROM OCTOBER 12, 2020**
REQUEST FOR CONTINUANCE TO A DATE UNCERTAIN
Proposed Project: General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Low Density Residential for the northwest portion of the site.
Location: 1689 S. Wolfe Road (APN: 309-51-028)
File #: 2020-7436
Zoning: C-1 (Neighborhood Business)/PD (Planned Development)
General Plan: Commercial
Applicant / Owner: PSR Development Inc. (applicant and owner)
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Kelly Cha, (408) 730-7408, kcha@sunnyvale.ca.gov

PUBLIC HEARINGS/GENERAL BUSINESS

2. [20-0910](#) **Proposed Project:** Related application on a 5,617 square foot site:
 DESIGN REVIEW to allow a 197 square foot first floor addition and 864 square foot second floor addition (1,061 square foot total) to an existing one-story single-family home, resulting in 2,818 square feet (2,434 square foot living and 384 square foot garage) and 50% floor area ratio.
Location: 1235 Pecos Way (APN:104-27-009)
File #: 2019-7599
Zoning: Low Density Residential (R-0)
Applicant / Owner: Dennis Schafer (applicant) / Kevin and Jeanna Lurie (owner)

Environmental Review: Projects which are disapproved are exempt from California Environmental Quality Act (CEQA) (CEQA Section 15270).

Project Planner: Cindy Hom, (408) 730-7411,
Chom@sunnyvale.ca.gov

Associate Planner Cindy Hom shared the staff report with a slide presentation.

Commissioner Howe asked Associate Planner Hom if the nearby two-story homes would be approved today if reviewed using the current Single Family Home Design Techniques guidelines. Associate Planner Hom responded that staff would most likely not approve them and would require a design consistent with the current design guidelines. Associate Planner Hom emphasized that the design guidelines promote neighborhood compatibility and harmonious design and protect neighbors from homes that are out of scale and character with the neighborhood.

Commissioner Harrison asked staff if the applicant is aware that the proposed project must meet strict, objective design guidelines. Assistant Director Andrew Miner clarified that the objective standards required for other projects do not apply to single family homes. Associate Planner Hom added that staff met with the applicant and reviewed multiple resubmittals to try and achieve a design that meets the guidelines, but the homeowners were ultimately insistent on the current design.

Chair Howard opened the Public Hearing.

Jeanna and Kevin Lurie, homeowners, and Dennis Shafer, applicant and Architect, presented information about the proposed project.

Commissioner Harrison asked Mr. Shafer if he understands that the Commission must make the necessary findings to approve the proposed project. Mr. Shafer stated that the home next door and other homes in the neighborhood have side entries; they tried to reduce the second story area; they would use wood and stucco, the same materials as the existing home; and their design has a front balcony, two-story wall, and the same roof pitch similar to a newly constructed home at 1180 Blazingwood Drive. Commissioner Harrison asked Mr. Shafer if they submitted different designs that met certain design guidelines such as a second floor with an area no greater than 35% of the first floor and the addition pushed to the rear instead of the front of the home with setbacks at the front and on the sides. Mr. Shafer responded that they did not explore those options due to cost and the homeowners' needs and design preference. Commissioner Harrison asked Mr. Shafer if her understanding is correct that he does not agree with the findings that

must be met and that he did not attempt to create designs that were consistent with the design guidelines. He stated that he tried to make the plans work with the design guidelines, but it was not possible, further remarking that home design is his area of expertise and the guidelines are not requirements. Mrs. Lurie added that her proposed project would improve the neighborhood and that her family needs the extra space and wants to remain in the neighborhood.

Commissioner Weiss commented that the Commission is concerned with how second stories are designed and the Commissioners are sympathetic to the Luries' need for a larger home. Commissioner Weiss asked Mr. Shafer to confirm the percentage of solar shading on the neighbors' homes. Mr. Shafer answered that the next-door home would be shaded 9.3% during sunset and the other next-door home would be shaded 6.9% in the morning. Commissioner Weiss confirmed with Mr. Shafer that according to the first floor plan, the backyard is behind Bedroom 1 and there is 11 feet between the back wall of the family room and the rear property line. Commissioner Weiss asked if it is possible to replace the den with a bedroom and move the den behind Bedroom 1 so that Bedroom 3 on the second floor over the garage would not be needed, effectively pushing back the second story. Mr. and Mrs. Lurie expressed concern for windows, egress and ingress, and a reduction in their yard space with the configuration. Commissioner Weiss commented on the possibility of keeping the porch and relocating the balcony to the back of the house and asked how the neighbors feel about the proposed project. Mr. Lurie answered that his neighbors are aware and not opposed to it.

Vice Chair Simons asked Mr. Shafer to comment on the circular window on the exterior wall that in his opinion is not typical mid-century architecture. Mr. Shafer responded that the element is a nice form that brings light into the home and that he strived to create a design that is more modern but incorporates elements that are reminiscent of the home's history. Vice Chair Simons stated his concern for homes that have additions that are not similar to each other and are evident of the era in which they were built. Vice Chair Simons also commented that the design guidelines have become more restrictive over time and have made second story setbacks more difficult to achieve on narrower lots. Mr. Lurie added that homeowners value expanding their homes as properties in Sunnyvale are expensive.

Commissioner Olevson asked Mr. Shafer why the second story is not set back on the east side of the home and not set back five to ten feet in the front consistent with the design guidelines. Mr. Shafer stated that the eastern side is not set back because the structural changes would be costly and the side yard setback is more

than ten feet and the front is not set back more because the homeowners did not want the kitchen affected and want to live in the home as long as possible during construction.

Associate Planner Hom reminded the Commissioners that the Recommended Conditions of Approval in Attachment 4 includes a list of changes that staff recommends. She added that the homeowners are entitled to propose an addition, but staff does not recommend approval of the current design because it is inconsistent with the design guidelines. Assistant Director Miner clarified that staff is only concerned about the design of the addition and not that an addition has been proposed.

Chair Howard honored Commissioner Howe's request to question staff during the Public Hearing.

Commissioner Howe asked staff about the specifics of the single family home project at 1180 Blazingwood Drive as it could potentially influence this proposed project. Assistant Director Miner stated that 1180 Blazingwood Drive is 1,500 feet from the proposed project. Principal Planner Noren Caliva-Lepe stated that construction was completed in December 2019 and the project was a first story addition and a new second story of 940 square feet and was approved at the staff level with a Floor Area Ratio (FAR) of 44.9%. Principal Planner Caliva-Lepe clarified that the Commission must review any project that exceeds 45% FAR.

Mr. Shafer shared additional information about the proposed project.

Commissioner Harrison confirmed with Assistant Director Miner that it is possible to continue the proposed project to another meeting to allow the applicant time to submit redesigned plans without paying another fee. Assistant Director Miner added that it would be helpful for the Commission to give staff and the applicant direction on the necessary modifications. Principal Planner Caliva-Lepe suggested that the Commissioners use Recommended Condition of Approval PS-2 that lists staff's recommended changes as guidelines for providing staff and the applicant direction.

Commissioner Howe asked staff if it is better to continue the proposed project to a date certain or a date uncertain. Assistant Director Miner stated that a continuance to a date uncertain is similar to a denial and recommended continuing it to a date certain of December 14, 2020.

Chair Howard obliged Commissioner Howe's request to ask the applicant if they are amenable to a continuance date of December 14, 2020.

Mr. Lurie and Mr. Shafer agreed to a continuance date of December 14, 2020.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Harrison seconded the motion to continue the proposed project to the December 14, 2020 meeting to allow staff and the applicant more time to work together to address staff's recommended modifications to the project plans as listed in Recommended Condition of Approval PS-2.

Commissioner Howe stated that the Commissioners should encourage the homeowners' efforts to expand their home and stay in the neighborhood and agreed with staff that the proposed project cannot be approved with its current design. He directed Mr. Shafer and the homeowners to work with staff to return to the Commission with a modified design that meets the design guidelines and benefits the neighborhood.

Commissioner Harrison appreciated the homeowners' desire to expand and remain living in the city. She stated that she can only make one of the ten recommended findings which prevents her from approving the proposed project as presented. She agreed with all of staff's recommended changes in Recommended Condition of Approval PS-2, commenting that the 1180 Blazingwood Drive home has a second to first floor ratio below 35%, that the second story can be set back from the front an additional five to ten feet without interfering with the kitchen, that the second story plate height should be no greater than eight feet, and that the east elevation should have a symmetrical gable to reduce the height.

Commissioner Olevson stated that he will support the motion and agreed with Commissioner Harrison's assessment of the proposed project's areas for improvement. Commissioner Olevson explained that the City Council-approved design guidelines establish development requirements and the Commission's goal is to approve as many projects within those requirements or very close to them. He stated his concern with the two-story exterior wall and although the home at 1180 Blazingwood Drive does not look dramatically different, he stated he cannot approve the proposed project because of the information staff provided about that home and because he cannot make the findings. He further remarked that he hopes Mr.

Shafer and the homeowner will submit a design that meets the guidelines, recognizing that the new design will most likely increase the cost of their proposed project.

Vice Chair Simons commented that he believes the front door does not need to face the front of the home although it is desirable and recognized that it is difficult to expand on a smaller lot and be the first on the block to redevelop when the general requirement is to respect the neighborhood's existing character. Vice Chair Simons stated that he agrees with staff that the second floor appears larger than the first floor from the front and recommended slightly raising the garage roof to correct the floors' scales. He remarked that he believes the second story located closer to the front of the home works and commented that when second stories are moved back they can create privacy issues for neighbors. He further remarked that he will support the motion and hoped that the redesign meets the guidelines but maintains its mid-century architecture, adding that the home would be a great addition to the neighborhood.

Commissioner Weiss recognized the Luries' needs and stated her appreciation for the front porch. She stated that she cannot support the proposed project and she cannot make the findings as the design is inconsistent with the development standards. She stated that she looks forward to a revised design that addresses the suggested changes in Recommended Condition of Approval PS-2, adding that the design guidelines are not intended to promote designs that lack individuality and that adhering to the guidelines would ultimately increase the home's value.

Commissioner Howe asked Assistant Director Miner for staff to share with Mr. Shafer and the Luries the Final Conditions of Approval for 1180 Blazingwood Drive as well as the communication between staff and that applicant. He also asked staff to include the communication in the December 14, 2020 staff report. Assistant Director Miner agreed.

Chair Howard stated that he will support the motion and recognized that it can be difficult to determine how to develop within the design guidelines, mentioning that the design guidelines may be more difficult to work with for the smaller homes on smaller lots in northern Sunnyvale. He stated his support for a forward-facing front entrance and commented that it is worth considering the second floor located towards the front since the home is already set back towards the rear of the lot. He added that he is pleased that the proposed project will be continued instead of denied.

The motion carried by the following vote:

Yes: 6 - Chair Howard
Vice Chair Simons
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Weiss

No: 0

Absent: 1 - Commissioner Rheume

Assistant Director Miner requested that Mr. Shafer and the Luries work closely and quickly with staff in anticipation of the December 14, 2020 meeting. He stated that the proposed project will be continued to the December 14, 2020 Planning Commission meeting.

3. [20-0763](#) **Proposed Project: Peery Park Plan Review Permit** to construct two five-story office/R&D buildings totaling 391,131 square feet in floor area and 100% floor area ratio (FAR), and a six-level parking structure.
Location: 888 Ross Drive (APNs: 110-07-035, 036)
File #: 2019-7860
Zoning: Peery Park Specific Plan/Innovation Edge (PPSP/IE)
Applicant / Owner: Perry Hariri / STP Property LLC
Environmental Review: The project is exempt from CEQA review pursuant to CEQA Guidelines Section 15168 (c)(2) and Public Resources Code Section 21094 (c). The project is within the scope of the Peery Park Specific Plan Program EIR as no new environmental impacts are anticipated and no new mitigations are required.
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

Senior Planner Margaret Netto shared the staff report with a slide presentation. She added that Recommended Condition of Approval PS-2 in Attachment 4 should be removed as the applicant has updated the parking count on Level 6 of the parking structure and the CEQA Checklist in Attachment 6 should be revised to reflect the updated parking count of 1,260 and the updated heritage tree removal count of 58.

Commissioner Weiss asked the status of the Peery Park shuttle program. Assistant Director Andrew Miner stated that the program is anticipated to begin in late 2021 or early 2022, which is when staff believes there will be enough development and

people might begin returning to the workplace. He added that there have been legal issues to work through with Valley Transportation Authority (VTA) and the City Manager has authorized funds for marketing the program.

Vice Chair Simons stated his disappointment that the staff report did not include the images that he requested at the Study Session that should have incorporated the future Mary Avenue overcrossing. He stated that the images could have depicted a generic structure using the known bridge specifications and that it is unacceptable as without the images, the Commissioners will not have a proper understanding of the proposed project's design and how the structure would impact it. Assistant Director Miner asked Vice Chair Simons what he wants to determine from the images. Vice Chair Simons responded that he wants to see how the proposed project looks with the bridge above it and mentioned questions he has about the proposed project that involve the bridge. Assistant Director Miner answered the design is unknown at this point and staff does not know if there will be pedestrian access connecting the bridge and the property, whether there will more than one vehicle access point to the proposed project, and that the applicant has agreed to an easement on the property for one of the bridge's support beams. Vice Chair Simons asked if any land has been allocated to allow employees to travel to and from the bridge. Assistant Director Miner stated that any allocation would be difficult since the bridge has not been designed. Vice Chair Simons restated that the bridge would significantly impact the proposed project's design and the views in the area.

Commissioner Howe asked how the images that Vice Chair Simons requested could be provided. Assistant Director Miner replied that the architect can more appropriately respond and asked how the images would be helpful. Vice Chair Simons stated that the images would help determine the architectural context of the proposed project and how the design works with the bridge. Commissioner Howe asked the applicant to address the requested images at the beginning of their presentation.

Chair Howard opened the Public Hearing.

Perry Hariri with Miramar Capital and Wright Sherman, Architect with WRNS Studio, shared images and information about the proposed project.

Commissioner Weiss asked the applicant how many parking spaces would be equipped with electric vehicle charging stations. Mr. Sherman responded that more than five percent of the total parking spaces would have charging stations and they

plan to configure their electrical service to support the installation of more over time. Commissioner Weiss confirmed with Mr. Sherman that the shuttle pick-up and drop-off area would also be intended for ride sharing vehicles. Commissioner Weiss asked if the surface parking or area near it could support food trucks. Mr. Sherman answered that food trucks would most likely continue to operate in the turnaround area just outside the property line and could also operate with enough room in the planned loop road on the site.

Vice Chair Simons named potential solar shading and research and development view restrictions from the bridge as reasons for requesting the Mary Avenue overcrossing images. Mr. Hariri responded that it is unfair to ask them to create a design for the conceptual City-owned bridge and that they should not be required to do so because it is outside the proposed project's scope. Vice Chair Simons replied that the bridge in the images could have been a generic structure representing the space that it would occupy, adding that he was clear about requesting the images at the Study Session. Mr. Hariri responded that the overcrossing bridge would be approximately 150 feet away from their closest building and the bridge would not block solar panels on the roof because it is taller than a future bridge. Mr. Hariri also stated they do not plan to require that the building's interior not be viewed from the bridge. Vice Chair Simons asked how bicycles would travel west of the proposed project. Mr. Sherman responded that traveling east is the only option and the western connection could possibly improve if the bridge is built. Vice Chair Simons also asked the applicant if they are interested in connecting to the light rail station and if they would be willing to work with the relevant jurisdictions on pedestrian access to the bridge. Mr. Sherman and Mr. Hariri stated that they would welcome a connection but can only work within their property line and cannot comment on or take any action on anything that involves the conceptual bridge. Senior Assistant City Attorney Rebecca Moon stated that it would be difficult to create any enforceable condition about a future overcrossing since there is no approved design at this point. Chair Howard added that there is a significant-sized part of the property located next to the area dedicated to the support beam that could be used for this type of access in the future. Assistant Director Miner suggested that Vice Chair Simons direct the applicant and staff to work together at the time the bridge is designed to explore pedestrian access between the bridge and property. Vice Chair Simons confirmed with Mr. Sherman that the buildings would be taller than the overpass and not obstruct it and the bridge would not affect the solar panels as they would be located on the garage on the other end of the property. Vice Chair Simons asked the applicant how they plan to use the passive open space areas considering the site's high noise levels. Mr. Sherman stated that the tall buildings would help

mitigate the sound level and there would be a few pockets on the site that would shield some of the sound. Vice Chair Simons stated that he would have liked to have seen the buildings surrounding the open space.

Commissioner Harrison asked the applicant if they considered relocating the building that would be closest to the bridge to the northeast to allow room for a potential pedestrian connection to the bridge. Mr. Sherman answered that there would be enough of a buffer space between the bridge and the nearest building and that the asphalt in that area would be a flexible space to use in a variety of ways if the connection is explored. Commissioner Harrison confirmed with Principal Planner Noren Caliva-Lepe that the proposed project would not affect the adjacent cold weather shelter at 999 Hamlin Court. Commissioner Harrison also asked if it is possible to relocate the 14 Redwood trees planned for removal to City properties throughout the city where Redwoods have died. Assistant Director Miner and Rich Sharp, Landscape Architect with Studio Five Design, stated it is not possible as the trees can only be transported upright for short distances.

Commissioner Olevson stated that page G-004 of Attachment 9 shows that Building B is located significantly far away from where the bridge would be and the building would be difficult to move because it is located next to the turnaround area. Mr. Sharp added that relocating it would damage some of the preserved Redwood trees on the site.

Mr. Hariri, Mr. Sherman, Mr. Sharp, and Raul Garduno, Architect with WRNS Studio, presented additional images and information about the proposed project.

Chair Howard asked if the existing Redwood trees could be transplanted to another location on the site if they had to be removed to allow space for the bridge's support beam. Mr. Sharp stated that they would have to look into it as it would most likely be difficult. Chair Howard stated that it is an issue for the applicant to consider for the future and hoped that the Department of Public Works would work to minimize tree loss.

Vice Chair Simons asked the applicant what material uses the lime green color and Mr. Sherman stated that the material is similar to acrylic. Vice Chair Simons stated that he likes bold statements but commented on how quickly colors and architecture fall out of popularity and that is helpful to be able to update these as trends change.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Weiss moved and Commissioner Harrison seconded the motion for Alternative 1 - Recommend that the City Council make the required Findings to approve the California Environmental Quality Act determination that the project is exempt from the California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15168 (c)(2) and Public Resources Code Section 21094 (c) as it is within the scope of the Peery Park Specific Plan (PPSP) Environmental Impact Report (EIR) and no additional environmental review is required in Attachment 6 to the Report; make the Findings for the Peery Park Plan Review Permit and Sense of Place Fee in Attachment 4 to the Report; and approve the Peery Park Plan Review Permit subject to PPSP Mitigation Monitoring and Reporting Program in Attachment 7 to the Report and recommended conditions of approval set forth in Attachment 5 to the Report.

Commissioner Weiss stated her appreciation for the proposed project's building asymmetry, materials, open space in front of the buildings that provides a campus feel, amenities, community gardens, forum between the buildings and varying building planes that provide visual interest, and the parking structure. She recognized that the applicant listened and responded to the Commissioners' comments from the Study Session and urged the Commissioners to support the motion.

Commissioner Harrison stated that she can make the findings with regard to the CEQA determination and the Peery Park Specific Plan. She commented that the parking structure is the most beautiful she has seen and has a lovely architectural composition.

FRIENDLY AMENDMENT: Commissioner Howe offered a friendly amendment to specify that Recommended Condition of Approval PS-2 in Attachment 4 be removed as the applicant has updated the parking count on Level 6 of the parking structure and that the CEQA Checklist in Attachment 6 be revised to reflect the updated parking count of 1,260 and the updated heritage tree removal count of 58, as stated during Senior Planner Netto's staff presentation. Commissioner Weiss and Commissioner Harrison accepted the friendly amendment.

Commissioner Howe stated that he likes the proposed project and commented that it is unfortunate that the images that Vice Chair Simons requested during the Study Session were not provided.

Commissioner Olevson commented that he will support the motion and thanked staff for diligently answering his questions about the proposed project prior to the hearing. He stated that it is a great proposed project that would improve this area of Sunnyvale and provide a modern feel to the city as viewed from the nearby freeways. He thanked the applicant team and commended them on an outstanding job, adding that it is easy decision for him to recommend the proposed project to the City Council.

Vice Chair Simons asked staff for recommendations on the best language to use to encourage the applicant to connect the proposed project to any future bridge, adding that it benefits the applicant to connect to the light rail station, the applicant would receive more Transportation Demand Management Program points, and that it is beneficial to coordinate projects to avoid issues in the future. He further remarked that approving the proposed project without a condition of this nature eliminates the possibility for the connection. Assistant Director Miner suggested language stating that the applicant must work with the City to determine if there is potential to create access between the future bridge and the proposed project. Senior Assistant City Attorney Moon stressed that it would be a voluntary condition and would only commit the applicant to working the City. She added that a condition that directs the applicant to work with staff in good faith does not bind the applicant considering there are so many unknowns about the bridge, but a hypothetical, opened-ended condition also does not accomplish his goal. She proposed recommending to the City Council to direct staff to explore pedestrian access at this location with the property owner at the time the bridge is designed. Vice Chair Simons stated that he will not support the proposed project because the non-sports use open areas would be too noisy to be functional; there is an absence of different bicycle connections, particularly one to the light rail station that could benefit residents and other properties; and because lack of coordination on pedestrian access to the bridge is a lost opportunity. He encouraged the applicant to consider the connection for the future.

Chair Howard stated that he will support the motion and appreciated Vice Chair Simons's concerns with ensuring the connection to the bridge and he hoped that it can be accomplished in the future, noting that the burden is on the City to work with the property owner to determine a solution. He added that the 523 VTA bus connects from Mathilda Avenue and Ross Drive to the downtown Sunnyvale Caltrain station. He added that he likes the architecture, the fact that it would be Leadership in Energy and Environmental Design Gold certified, and that he believes it would be an asset to Sunnyvale.

The motion carried by the following vote:

Yes: 5 - Chair Howard
Commissioner Harrison
Commissioner Howe
Commissioner Olevson
Commissioner Weiss

No: 1 - Vice Chair Simons

Absent: 1 - Commissioner Rheume

Assistant Director Miner stated that this recommendation will be forwarded to the City Council for consideration at the Tuesday, November 17, 2020 meeting.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Principal Planner Amber Blizinski presented the potential study issue.

Chair Howard stated that he submitted the potential study issue after a member of the public brought it to his attention. He stated that he thought it was worthy of consideration even though future State law might supersede it and some of it may be addressed as part of the City's Housing Strategy, adding that there is a lot of flexibility in how to address the issue.

Commissioner Harrison asked about the status of the potential study issue she submitted that would study an increase to requirements for electric vehicle charging stations Citywide. Senior Assistant City Attorney Rebecca Moon stated that staff is presenting an Ordinance to City Council to increase the requirements for electric vehicle charging stations as a part of the Reach Code efforts. She stated that that amendments to these requirements were added after the Planning Commission considered the Reach Codes and would increase the percentage of electric vehicle chargers and the pre-wiring of chargers that developers or property owners are required to develop. Commissioner Harrison stated that she believes that the Ordinance's proposed changes are better than her proposed study issue and staff said they would keep Commissioner Harrison abreast of what the City Council approves.

MOTION: Commissioner Howe moved to sponsor the proposed study issue.

Chair Howard opened the Public Hearing.

There were no public speakers for this agenda item.

Chair Howard closed the Public Hearing.

The motion tied by the following vote:

Yes: 3 - Chair Howard
Commissioner Harrison
Commissioner Howe

No: 3 - Vice Chair Simons
Commissioner Olevson
Commissioner Weiss

Absent: 1 - Commissioner Rheume

Commissioner Howe stated that the Commission should recommend the study issue to the City Council for review since it is currently the only study issue proposed for calendar year 2020.

Principal Planner Blizinski stated that staff is open to the study issue idea; however, it was a Tier 3 implementation item from the Housing Strategy and may be more appropriate to consider after some of the other Tier 1 and 2 implementation items are studied.

The Commissioners decided to let the tie vote stand and not recommend the potential study issue to move forward for the City Council's consideration.

4. [20-0913](#) Potential Study Issue for 2021: Deemphasizing du/ac and Encouraging Missing Middle Housing

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Olevson thanked staff again for responding to his questions ahead of the meeting so that he does not take time during the public hearing getting them answered. Assistant Director Andrew Miner stated that it is helpful for staff to have advance notice of any questions that Commissioners might have so that staff can provide an appropriate response.

-Staff Comments

Assistant Director Andrew Miner stated that the City Council considered the Draft 2020 Housing Strategy and Implementation Schedule Study Issue on October 13, 2020. He added that on October 27, 2020 the City Council will consider the Phased Reach Codes Program that the Commission recommended to the City Council on September 14, 2020 and the Master Plan for Public Art that the Commission recommended to the City Council on September 28, 2020.

ADJOURNMENT

Chair Howard adjourned the meeting at 10:22 PM.



City of Sunnyvale

Agenda Item 1.B

20-0950

Agenda Date: 11/9/2020

SUBJECT

Approve the 2021 Planning Commission Annual Work Plan

RECOMMENDATION

Approve the 2021 Planning Commission Annual Work Plan as submitted.

2021 Master Work Plan Planning Commission Annual Calendar

MEETING DATE	AGENDA ITEM / ISSUE
January 11	<ul style="list-style-type: none">Quarterly Review of General Plan Initiations
January 25	<ul style="list-style-type: none">Rank Study Issues Proposed in 2020
February 8	<ul style="list-style-type: none">Lawrence Station Area Plan and EIR (tentative)
February 22	
March 8	
March 22	
April 12	<ul style="list-style-type: none">Quarterly Review of General Plan Initiations
April 26	<ul style="list-style-type: none">Moffett Park Specific Plan - preferred alternatives (tentative)
May 10	<ul style="list-style-type: none">Review Recommended Budget
May 24	
June 14	
June 28	<ul style="list-style-type: none">Recognition of ServiceEl Camino Real Specific Plan and EIR (tentative)
July 12	<ul style="list-style-type: none">Selection of Chair and Vice ChairQuarterly Review of General Plan Initiations
July 26	
August 9	
August 23	
September 13	
September 27	<ul style="list-style-type: none">Final Month to Propose Study Issues for 2022

MEETING DATE	AGENDA ITEM / ISSUE
October 11	<ul style="list-style-type: none">Quarterly Review of General Plan Initiations
October 25	<ul style="list-style-type: none">Final Month to Vote on Study Issues Proposed in 2021
November 8	<ul style="list-style-type: none">Approve 2022 Master Work Plan
November 22	
December 13	<ul style="list-style-type: none">Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issue ideas may be submitted to staff throughout the year.
- Study Issue presentation dates will be added following approval by Council.



City of Sunnyvale

Agenda Item 2

20-0834

Agenda Date: 11/9/2020

REPORT TO PLANNING COMMISSION

SUBJECT

Forward a Recommendation to Introduce an Ordinance to amend Chapter 19.54. (Wireless Telecommunication Facilities) and Find that the Action is Exempt from California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15061(b) (3), and 15378(b).

BACKGROUND

The proposed ordinance would amend Section 19.54.160 of the Sunnyvale Municipal Code (SMC) pertaining to wireless telecommunication facilities in the public right-of-way. Currently, all such installations require a telecommunication facility permit from the Department of Community Development (CDD). Issuance of this discretionary zoning permit requires notice to neighbors within 300 feet of the installation and either a staff level decision with appeal to the Planning Commission, or a public hearing before the Planning Commission with appeal to the City Council. By contrast, other uses of the right-of-way are typically authorized by the Department of Public Works through encroachment permits and license agreements under SMC Chapter 13.08, which are ministerial in nature, do not require public notice or public hearings, and are not subject to review by the Planning Commission or City Council.

The City adopted SMC Section 19.54.160 to address community concerns about unsightly or intrusive telecommunications equipment in their neighborhoods. In the ensuing years, however, federal law has increasingly restricted the City's authority over wireless telecommunication facilities in the Right of Way (ROW). Although the City may impose reasonable aesthetic standards, the standards must be objective and cannot have the effect of prohibiting wireless service. In addition, the City must comply with relatively short deadlines (known as "shot clocks") established by the Federal Communications Commission (FCC) orders for processing wireless applications.

In 2019, the City Council authorized the City Manager to enter into Master License Agreements (MLAs) with AT&T and Verizon for the use of City-owned light poles for wireless telecommunication antennas and associated equipment (RTC No.19-0523 and No. 19-1214). Through these agreements, Public Works and Planning staff will work together to review each proposed installation and ensure that the installations comply with the requirements in the MLAs as well as the City's adopted Design Standards for wireless telecommunication facilities. The use of light poles will also give the carriers more options for placement of antennas, which may reduce the potential for conflict with nearby residents. Once Planning and DPW have approved the installation under the MLA, requiring an additional zoning permit is redundant and creates unnecessary work for Planning staff, especially in light of the short deadlines that apply to wireless applications. In addition, a public hearing before Planning Commission or City Council may not be truly meaningful for the public given the limited scope of review.

The proposed amendment to SMC Section 19.54.160 will not change how the City processes other applications for wireless facilities. In particular, installations that are not covered by an MLA will still be required to obtain a telecommunications facility permit.

The City Council is scheduled to consider this item on December 1, 2020.

EXISTING POLICY

SUNNYVALE MUNICIPAL CODE

Section 19.54.160 - Telecommunication Facilities in the Public ROW

The regulations adopted by the City Council in 2013 require applications for wireless telecommunication facilities in the public ROW to be submitted to the Planning Division for review using the Design Criteria. The Code further requires a carrier to initiate a lease with the City for City light structures before applying for a planning permit. In 2019, the City authorized the first MLA to allow AT&T to install wireless telecommunication facilities on City-owned light poles.

DESIGN CRITERIA

Design Criteria for Processing Wireless Communication Facilities in the Public ROW

The 2013 resolution adopted by the City Council provided guidance to wireless carriers and staff to review wireless telecommunication facilities in the ROW. A subsequent resolution was adopted by the City Council in 2019 to clarify the review process and updated the Design Criteria with objective standards. See Attachment 5 for the existing Design Criteria.

COUNCIL POLICY

Policy 7.2.16 - Telecommunications

This policy was adopted by the City Council in 1996 to define the City's role as regulator, service provider and facilitator for telecommunications resources provided to the community. The policy promotes the City's position on maintaining local regulatory authority over telecommunications facilities within the City. See Attachment 6 for the full text of the adopted Council Policy.

FEDERAL LAW

Wireless telecommunication is governed by federal law, principally the Telecommunications Act of 1996 and associated federal regulations and FCC orders interpreting the Act. These statutes, regulations, and orders largely preempt local authority over telecommunication facilities, while allowing limited review of installations to ensure public safety and aesthetics. Due to a perception that excessive local regulation could inhibit the roll-out of the next generation of wireless broadband service, the FCC has imposed increasingly strict limits on local regulation. The most recent action by the FCC was FCC Order 18-133, issued on September 26, 2018, entitled: *Acceleration of Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*. The Order went into effect on January 14, 2019. It interprets the Telecommunications Act of 1996 to preempt local regulations that "effectively prohibit" wireless service; it establishes rules that require cities to allow "small cell" facilities (as defined in federal regulations) in the public ROW; limits the fees that can be charged; and establishes "shot clock" timelines by which cities must take action on wireless telecommunication applications in the ROW.

ENVIRONMENTAL REVIEW

The action being considered is exempt from California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b) (3), as it has no potential for a significant effect on the

environment. In addition, the updates are not a “project” within the meaning of CEQA under CEQA Guidelines, Sections 15378(b), because CEQA does not apply to general policy-making and adoption of procedures where there is no possibility that the activity in question will have a potential to result in direct or a reasonably foreseeable indirect physical change in the environment. The actual installation of wireless facilities in the right-of-way is subject to the Class 3 CEQA Exemption for small structures (Section 15303 of the CEQA Guidelines).

DISCUSSION

Over the past several years, the City has received an increasing number of applications for installation of wireless telecommunications antennas on utility poles in the public ROW. California Public Utilities Code Section 7901 gives utility companies the right to put their equipment in the public right-of-way, subject to the City’s reasonable time, place, and manner regulations.

Telecommunication facilities have additional rights to use the ROW under federal law and associated regulations and orders issued by the FCC.

The City typically regulates the use of the ROW through encroachment permits issued by the Public Works Department (Sunnyvale Municipal Code Chapter 13.08). In addition, in 2013, the City Council adopted SMC Section 19.54.160, which requires wireless telecommunication facilities in the ROW to have a discretionary permit from CDD. The City Council also adopted Design Guidelines for telecommunication facilities in the ROW, which were last updated in 2019 (RTC No. 19-0700).

The Council adopted the Design Criteria to ensure wireless facilities in the ROW meet appropriate design standards. At the time the Design Criteria document was originally adopted in 2013, the City did not allow wireless facilities on City-owned light poles. As a result, carriers in Sunnyvale were limited to placing the equipment on electric utility poles, which in Sunnyvale, are mostly privately owned. With the requirement for a Master Lease Agreement and pre-approved designs, a separate Planning application is redundant. The Planning review would not achieve a better facility design because the designs are established by the MLA.

There are currently two carriers that have approved MLAs with the City: AT&T and Verizon. If another carrier wanted to use City light poles, they would be required to enter into an MLA; otherwise, they would need to use existing poles in the ROW other than City poles and be required to go through the Planning permit process. Staff anticipates that at least one more carrier will request a MLA.

It is anticipated that future wireless telecommunications technology will significantly increase the number of sites needed for successful coverage and capacity for the carriers. Wireless carriers are preparing for the deployment of fifth generation wireless systems (i.e., 5G) technology as it becomes available (estimated in 2021) and are estimating this may result in as many as 500 installations per carrier, or 1,500 installations total if there are three carriers with a MLA.

As currently required by SMC Section 19.54.160, each wireless application requires a public notice to property owners and tenants within 300 feet of the site. The effort in sending out that many notices combined with the fact the design is already established by the MLA would create unnecessary work for the Planning Division, without providing a meaningful opportunity for members of the public to influence the outcome, due to legal limitations on the City’s ability to deny applications.

The following paragraphs describe the current review procedure and identifies the redundancy, then provides a proposed review procedure, and justification for the proposed changes.

Current Review Procedure for Carriers with an Approved MLA

The existing review process for wireless telecommunications facilities on City-owned light poles includes the following four steps:

- **Master License Agreement:** Any wireless carrier who proposes to install a wireless telecommunication facility on City-owned utility poles must first establish an MLA with the City. The MLA establishes guiding procedures, terms, conditions, and an approved design template for the wireless telecommunication facilities. This effort is led by the Department of Public Works (DPW) with the Planning Division providing feedback in design template to ensure the established design meets the adopted Design Criteria. This process allows for public input at the City Council hearing when the Council authorizes the MLA. Once approved, the MLA allows the carrier to install facilities consistent with the approved design (Attachment 4 contains a sample of the City's MLA with Verizon).
- **Preliminary Design Review (Voluntary Step):** In this voluntary step, wireless carriers submit potential specific wireless facility locations on City poles consistent with the approved MLA. Planning staff reviews the locations and provides feedback about the pole chosen and opportunities for better locations if the location is found to be inconsistent with the Design Criteria. Planning staff also provides information about the level of Design Review (staff or Planning Commission) appropriate for each proposed wireless telecommunication facility. The Preliminary Review is led by Planning with involvement from DPW.
- **Design Review:** All wireless telecommunications applications in the ROW are reviewed individually as part of a formal Planning submittal. Planning staff reviews the application for consistency with the Design Criteria and the Department of Public Works staff reviews the application for consistency with the MLA. Wireless facilities on City poles in the ROW are currently reviewed the same as applications on the standard wood poles (controlled by the Northern California Joint Pole Authority) in the ROW. The levels of review are as follows:
 - **Staff-level Design Review.** Applications that meet the Level of Review criteria described in the Design Criteria are reviewed by staff with 300 foot public noticing but no public hearing.
 - **Planning Commission Design Review.** If any of the Level of Review standards of the Design Criteria are not met, the application is reviewed by the Planning Commission with 300-foot public noticing and a public hearing.
- **Encroachment Permit:** Upon approval of the MLA and Design Review, the wireless carrier is required to complete the City's encroachment permit process, led by DPW, to verify compliance with the MLA and obtain the permit needed for excavation in the public right-of-way to install the facility.

Concerns with the Current Review Procedure for MLA Wireless Facilities

1. **Redundancy of design review:** The design of a wireless facility on a City pole as part of an MLA is reviewed by Planning staff for conformance with the Design Criteria. The design template is a part of the MLA and is reviewed by City Council. The review of individual applications by the carriers for sites and designs included in the MLA would be a repeat of the effort and would likely not result in changes in design.
2. **Public noticing mailing efforts:** The Zoning Code currently requires public noticing to

property owners and tenants within 300 feet of a wireless facility regardless of review level (staff or Planning Commission). The noticing and process allows public comment on the design and the option for a member of the public to appeal the Planning permit decision. If the upcoming 5G technology results in 1,500 individual facilities, thousands of public notices would need to be sent out by staff (each facility could generate the need for 40-100 notices). This would significantly increase workload for involved staff to a potentially overwhelming level.

3. **Limited review options by decision body:** Planning staff, Planning Commission and City Council are limited to reviewing design concerns, only, of proposed wireless facilities. The design of wireless facilities on City poles is established as part of the MLA. Requiring a separate review of the design would not result in a new design. Also, when provided a notice, a member of the public may think the design could be revised or the application denied, which are not likely given the MLA allowances. Members of the public often raise concerns that are outside of the City's purview. For example, neighbors may object to wireless installations because of health concerns about radiofrequency (RF) emissions, which federal law prohibits the City from considering as long as the installation meets federal RF standards. Members of the public also commonly argue that the installation will affect their property values, which is not an objective design consideration that the City can use as a basis for regulation.
4. **Encroachment Permit Review:** When an application for an individual encroachment permit is reviewed, the design is reviewed again for consistency with the approved light pole and equipment design by DPW. However, the Design Review process is still important for providers who do not choose to go through the MLA process, or those who choose to go on non-City utility poles, because in those cases it is still necessary to review individual facility permits to ensure compliance with the Design Criteria.

Proposed Review Procedure

The goal of the proposed Ordinance amendment is to streamline the application review process for both staff and the telecommunications companies who choose to go through the MLA process. Eliminating the Design Review process for wireless carriers who have a MLA is justified in that staff reviews the design in the MLA stage against the Design Criteria and verifies design consistency during encroachment permit review. The high number of Design Review applications anticipated as part of the 5G rollout would overwhelm the Planning Division especially with the strict timeline in which these applications need to be reviewed/approved per the most recent FCC order (60 days for existing poles and 90 days for replacement poles, known as the "shot clock").

Additional workload factors include:

- The high number of installations likely to occur for at least three wireless carriers;
- The volume of workload necessary for individual applications for Design Reviews, including response to public comments;
- The FCC's reduced shot clock time limits.

Given all these factors, staff recommends the elimination of the Planning Design Review Step **only** for carriers with an approved MLA.

The process for wireless facilities when part of an MLA is shown below (Attachment 3 is a comparison of the existing and proposed application review processes):

- The MLA allows:
 - No more than 20 requests for use of City poles at one time;
 - Wireless facilities on concrete marbelite and fluted metal poles only. Wireless facilities are not allowed on decorative poles (e.g., Downtown Specific Plan and Peery Park Specific Plan areas) because the City has not approved a compatible design for these types of poles; however, the wireless carriers are working on amending their MLAs to include appropriate decorative pole designs.
- City review during the encroachment permit process:
 - Review of the selection of the pole type, if it is included in the design template of the MLA;
 - The Traffic Control Plan to evaluate safety and compliance with Caltrans's standards;
 - Wireless carrier's Site License Supplement Agreement with the City to use specific City poles;
 - The design of the proposed wireless facility and compatibility with the design template of the MLA; and
 - The structural stability of the existing pole, if the proposal does not replace the existing pole, and the adequacy of electrical needs of the replacement light pole (e.g., the voltage drop or power source).

ORDINANCE AMENDMENT

The goal of the proposed code amendment is to remove the requirement for a separate Planning application for wireless facilities subject to an executed MLA. Any wireless facility in the ROW not using a City pole and subject to an MLA with the City would continue to require a Planning permit as described in SMC Chapter 19.54. Also, Planning staff uses the Council adopted Wireless Facility Design Criteria in the review of the design template included in the MLA, so the same standards will be used regardless of the application type.

The proposed Ordinance could result in carriers choosing to use the sleeker design included as part of the design template in the MLAs because of the streamlined process.

Public noticing will no longer occur during the encroachment permit/design review process for carriers with an approved MLA. Prior to the Council hearing for the authorization of a MLA, staff could enhance the standard agenda notice for the upcoming Council meeting thereby providing an opportunity for public input on the design at the MLA stage. Note that the design is not likely to change significantly between carriers.

FISCAL IMPACT

The proposed amendments to SMC Chapter 19.54. (Wireless Telecommunication Facilities) would have no fiscal impact.

PUBLIC CONTACT

As of the date of staff report preparation, staff has received no comments on the item.

Notice of Public Hearing, Staff Report and Agenda:

- Published in the *Sun* newspaper
- Posted on the City of Sunnyvale's Web site;

- Agenda posted on the City's official notice bulletin board;
- E-mail notices sent to interested parties, including neighborhood association contacts and wireless carriers.

ALTERNATIVES

Recommend that the City Council:

1. Introduce an Ordinance (Attachment 2 to the report) to amend Sunnyvale Municipal Code Chapter 19.54. (Wireless Telecommunication Facilities) and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Sections 15061(b)(3), and 15378(b).
2. Introduce an Ordinance (Attachment 2 to the report) to amend Sunnyvale Municipal Code Chapter 19.54. (Wireless Telecommunication Facilities) with modifications and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Sections 15061(b)(3), and 15378(b).
3. Take no action and maintain the existing Sunnyvale Municipal Code Chapter 19.54. (Wireless Telecommunication Facilities), which maintains the current four step process.

STAFF RECOMMENDATION

Alternative 1: Forward a Recommendation to City Council to Introduce an Ordinance (Attachment 2 to the report) to amend Sunnyvale Municipal Code Chapter 19.54. (Wireless Telecommunication Facilities) and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Section 15061(b)(3), and 15378(b).

Amendment of the Ordinance will streamline the process for reviewing applications for wireless telecommunication facilities on City-owned light poles for carriers with an approved MLA by eliminating the Design Review process requirement. Local authority will be maintained in preserving the aesthetic integrity for wireless telecommunications facilities in the City's ROW during both the MLA and encroachment permit processes. Although the proposed update eliminates the public noticing associated with the Design Review, the process will include an opportunity to participate and comment when a MLA is reviewed by the City Council before adoption and staff is ensuring good design is achieved in accordance with the Design Criteria.

Prepared by: Mary Jeyaprakash, Associate Planner

Reviewed by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Assistant Director, Community Development

Reviewed by: Sherine Nafie, City Property Administrator

Reviewed by: Jennifer Ng, Assistant Director of Public Works

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Draft Ordinance
3. Comparison of Existing and Proposed Application Review Process
4. Master License Agreement for 4G Verizon
5. Resolution and Design Criteria for Processing Telecommunication Facilities in the Public Right-of-Way
6. Council Policy 7.2.16 on Telecommunications

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DRAFT 9/18/2020 *RLM*

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO AMEND SECTION 19.54.160
(TELECOMMUNICATION FACILITIES IN THE PUBLIC
RIGHT-OF-WAY) OF TITLE 19 (ZONING) OF THE
SUNNYVALE MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS
FOLLOWS:

SECTION 1. SECTION 19.54.160 AMENDED. Section 19.54.160 (Telecommunication Facilities in the Public Right-of-Way) of Chapter 19.54 (Wireless Telecommunication Facilities) of Title 19 (Zoning) is hereby amended to read as follows:

(a) – (d) [Text unchanged]

(e) Master agreement for use of city-owned poles. Any ~~company-person~~ that proposes to install a wireless facility on city light structures or other city-owned poles must ~~first initiate a lease (including lease rate) before making application for a planning permit.~~ enter an agreement with the city for a continuing encroachment under chapter 13.08.110 of this code. Facilities that are approved by the city engineer pursuant to such an agreement shall not be required to obtain a permit from the department of community development.

(f) [Text unchanged]

SECTION 2. CEQA - EXEMPTION. The City Council finds that the action being considered is exempt from California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3), as it has no potential for a significant effect on the environment. In addition, the updates are not a “project” within the meaning of CEQA under CEQA Guidelines, Sections 15378(b), because CEQA does not apply to general policy-making and adoption of procedures where there is no possibility that the activity in question will have a potential to result in direct or a reasonably foreseeable indirect physical change in the environment. The City Council further finds that actual installation of wireless facilities in the right-of-way is subject to the Class 3 CEQA Exemption for small structures (Section 15303 of the CEQA Guidelines). The Council therefore directs that the Planning Division may file a Notice of Exemption with the Santa Clara County Clerk in accordance with the Sunnyvale Guidelines for the implementation of CEQA adopted by Resolution No. 118-04.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 5. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on _____, 2020, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

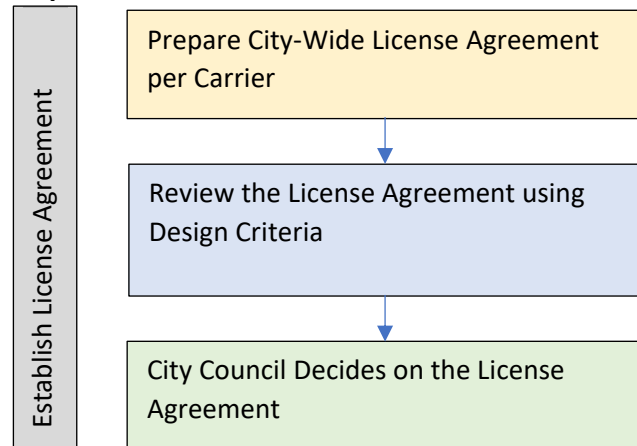
APPROVED AS TO FORM:

City Attorney

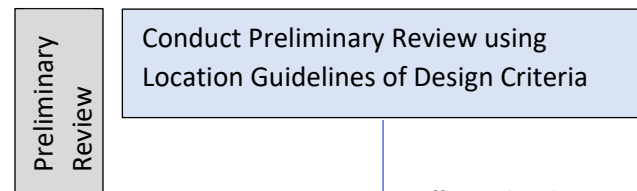
Comparison of Existing and Proposed Process

Existing Process:

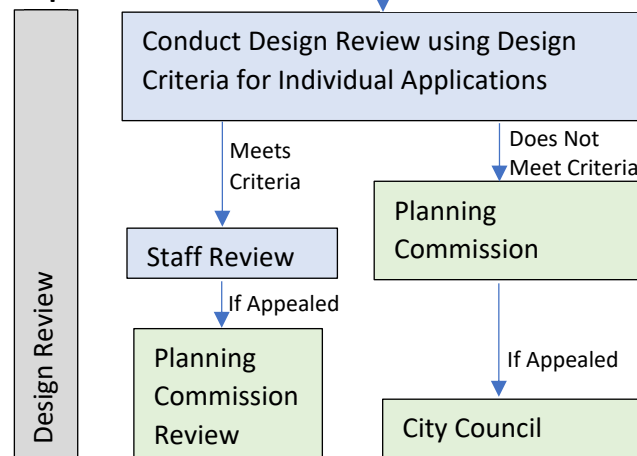
Step 1:



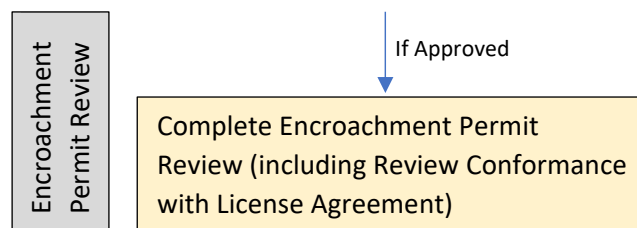
Step 2:



Step 3:

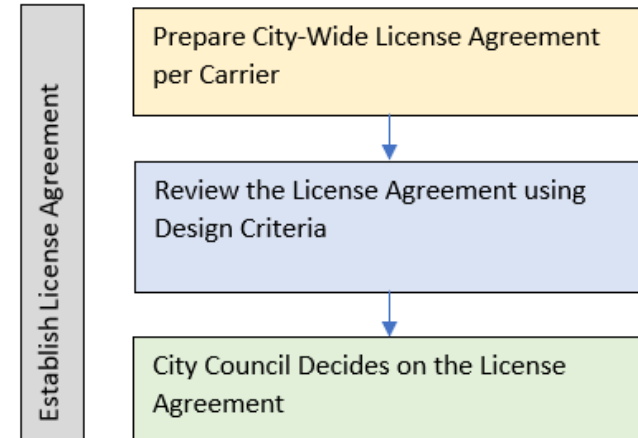


Step 4:

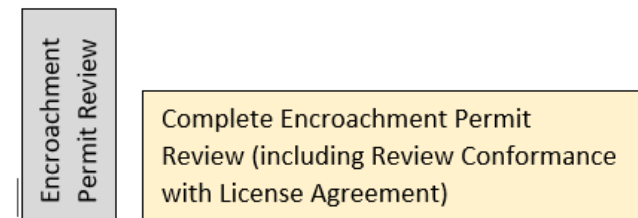


Proposed Process:

Step 1:



Step 2:



- Activity performed by Department of Public Works
- Activity performed by Planning
- Activity performed by Planning Commission or City Council

**SMALL CELL LICENSE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP
DBA VERIZON WIRELESS**

This SMALL CELL LICENSE AGREEMENT (hereinafter "LICENSE") is dated for identification this ____ day of _____ 20__, by and between the CITY OF SUNNYVALE, a California charter city and municipal corporation, whose address is 456 Olive Avenue, Sunnyvale, California 94086 (hereinafter "CITY"), and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS, a California limited partnership, whose address is 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter "LICENSEE"). The CITY and LICENSEE may be collectively referred to as "Parties."

RECITALS

A. WHEREAS, LICENSEE holds a Federal Communications Commission (FCC) spectrum license to provide wireless telecommunications services to CITY residents, businesses and visitors, and is authorized to construct, install, operate, repair, replace and maintain small cell cellular antenna and radio sites, including antennas, transmitters, receivers, radios and all other equipment or apparatus used to provide wireless telecommunications services (collectively "Network" or "Antenna") to provide such service in the public rights-of-way within the State of California pursuant to Public Utilities Code §7901; and

B. WHEREAS, to the extent LICENSEE's Network is in CITY public rights-of-way; and

C. WHEREAS, CITY owns, operates, and maintains the street light poles ("CITY POLES") within the public right-of-way and owns or controls public right-of-way within CITY for the purpose of providing street lighting to the public; and

D. WHEREAS, local entities, such as CITY, may allow LICENSEE to install, construct, and maintain its Network within the public rights-of-way and/or public utility or service easements within CITY in accordance with Public Utilities Code §§5885(a) and 7901; and

E. WHEREAS, pursuant to Public Utility Code §7901.1, CITY has the right to exercise reasonable control as to the time, place, and manner for the construction, installation, and maintenance of LICENSEE's Network in the public rights-of-way; and

F. WHEREAS, LICENSEE is a limited partnership organized under the laws of the State of California, legally qualified to do business within the State of California whose business includes the installation of Antennas; and

G. WHEREAS, LICENSEE requests the use of certain CITY POLES for the installation and operation of LICENSEE's Antennas; and

H. WHEREAS, CITY is willing to grant non-exclusive rights to LICENSEE to construct and maintain Antennas on CITY POLES in accordance with the terms, conditions, and covenants of this LICENSE.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, and other good and valuable consideration, CITY hereby grants to LICENSEE the non-exclusive rights to construct and maintain Antennas on CITY POLES and agrees to issue Site License Supplement(s) for LICENSEE's Network in the form shown in Exhibit A, attached hereto and incorporated herein, pursuant to the terms and conditions below:

1. **License to use City Poles.** CITY hereby licenses use to LICENSEE from CITY for the term, at the rental rate and upon all of the other terms and conditions set forth herein, CITY POLES.

2. **Improvements.** CITY licenses to LICENSEE the limited right to use CITY POLES only to locate Antennas of the same or substantially similar initial design as previously approved by CITY and as shown on Exhibit B, attached hereto and incorporated herein. It is understood and agreed that the final Antenna design will be shown on the plans submitted to CITY in connection with CITY's Site License Supplement process.

Notwithstanding the foregoing, from time to time during the term of this LICENSE, LICENSEE may propose revisions or new Antenna installation designs to the CITY to become a pre-approved Antenna installation upon the CITY's prior written consent ("Pre-Approved Antenna Installation"). Any such LICENSEE proposed Antenna installation designs that become a Pre-Approved Antenna Installation shall meet the City's current Small Cell Design Guidelines. An Amendment to Exhibit B will be required upon approval of any Pre-Approved Antenna Installation. A request by the LICENSEE for a Pre-Approved Antenna Installation shall not be considered a planning application for purposes of triggering the time period for CITY approval under the FCC 2018 Order referenced in Section 9(a)(ii) of this LICENSE. LICENSEE hereby acknowledges that the CITY considers physical dimensions, coloring and shrouding as concealment elements, and that such concealment elements are a material factor in the CITY's decision to provide its written consent to any Pre-Approved Antenna Installation. All other municipal reviews and approvals pursuant to Section 21, including the planning application, building permits, right-of-way permits, and the execution of a Site License Supplement shall apply to the installation of any Pre-Approved Antenna Installation.

3. **Limitation of Rights.** This grant of permission does not constitute a deed or grant of an easement or any other real property interest by CITY. LICENSEE is not authorized to use any CITY property located outside the public rights-of-way without the express written consent of CITY.

4. **Additional Use Request.** It is the sole responsibility of LICENSEE to obtain any other agreements, authorizations, licenses, permits, environmental clearances, and/or easements, and to comply with all local, State, or Federal rules, regulations, laws, and legal rights of private or public property holders.

5. **Scope of Agreement.** All rights expressly granted to LICENSEE under this LICENSE, which shall be exercised at LICENSEE's sole cost and expense, shall be subject to the prior and continuing right of the CITY to use all parts of the public right-of-way exclusively or

concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the right-of-way as of the date of this LICENSE.

6. **Term.** The term of this LICENSE shall be for a period of ten (10) years commencing on the Commencement Date and terminating on the tenth anniversary of the Commencement Date, unless terminated by either Party in accordance with the provisions herein.

The initial term of each Site License Supplement shall be for a period of ten (10) years commencing upon the mutual execution of the Site License Supplement ("Site License Supplement Commencement Date") and may be extended for two (2) successive five (5) year renewal terms, upon mutual written agreement by the parties. Notwithstanding anything herein, after the expiration or earlier termination of this LICENSE, the terms and conditions of a Site License Supplement which was signed during the term of the LICENSE shall survive and remain in full force and effect until the expiration or earlier termination of such Site License Supplement.

7. **Commencement Date.** The Commencement Date of this LICENSE shall be the date this License is (i) approved by the City Council, and (ii) executed by both Parties.

8. **Option to Extend.** Provided LICENSEE is not in default beyond any applicable cure periods either at the time of exercise or at the time the extended Term commences, LICENSEE shall have the option to extend the Term of this LICENSE for two (2) additional periods of five (5) years each ("Option Term") on the same terms and conditions provided, subject to the written consent of CITY. LICENSEE shall provide CITY written notice ("Option Notice") at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of the Term of this LICENSE.

9. **Base Rent.**

a. LICENSEE shall pay to CITY as annual rent ("Base Rent") for each CITY POLE for which a Site License Supplement has been issued, the higher of the following amounts:

(i) Two Hundred Seventy Dollars (\$270.00), or

(ii) CITY's cost, which is CITY's cost set in accordance with the requirements of the Federal Communications Commission's Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018 ("FCC 2018 Order"), calculated pursuant to a cost study (the "Cost Study") calculated pursuant to a cost study which has been reviewed, adopted and approved by CITY's Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court ("Cost Approval") which reflects a reasonable approximation of the City's objective costs that are no higher than the fees charged to similarly situated licensees. After CITY's Cost Approval is final as described in the preceding sentence, CITY shall provide written notice to LICENSEE of the Base Rent in accordance with the notice requirements of this LICENSE. The Base Rent payable under this

LICENSE will adjust to CITY's cost starting with Base Rent payments that are due at least 90 days after the date of such notice. CITY shall deliver to LICENSEE a copy of CITY's cost study no less than ninety (90) days before the cost study is presented to CITY's Council for adoption or approval so that CITY and Licensee may have the opportunity to use reasonable efforts to meet and confer regarding the cost study.

The CITY shall not have the right to elect to have the Base Rent determined pursuant to a Cost Study more than one time during the initial ten (10) year term, and not more than one time during the total ten (10) years of the two Option Terms.

The Base Rent is per CITY POLE, and includes all appurtenant equipment and facilities used in connection with each Antenna. Except in the event of a voluntary termination of a Site License Supplement, the Base Rent will be prorated for any partial year based on a 360-day calculation.

b. Reserved.

c. The Base Rent under each Site License Supplement shall commence on the first day of the month following the date that Licensee commences installation of an Antenna ("Base Rent Commencement Date"). LICENSEE shall make the first payment of the Base Rent under any Site License Supplement within ninety (90) days after the Base Rent Commencement Date. Thereafter, the Base Rent for each Site License Supplement shall be paid on or before each anniversary of the Commencement Date during the term of the Site License Supplement. All payments, including the Transactional Costs in Section 12 below and all rent, shall be mailed or delivered to: City Property Administrator - Department of Public Works, City of Sunnyvale, 650 W. Olive Ave, Sunnyvale, CA 94086.

10. **Annual Increase.** The Base Rent shall be increased by 2% annually on the anniversary of the Commencement Date of each successive year resulting in a compound rate of increase. This annual increase is in lieu of a cost study and is presumed to be consistent with the FCC 2018 Order justifiable cost requirement.

11. **Reserved.**

12. **Transactional Costs.** LICENSEE shall pay to CITY upon execution of this LICENSE, as additional rent, a one-time payment for any reasonable and actual transactional costs, which shall include any reasonable attorneys' fees, third party consultant fees, and staff time incurred by CITY as a result of the negotiation, preparation, execution, and delivery of this LICENSE, any amendment, any future consent of CITY required, and the preparation and negotiation of an amendment to the LICENSE ("Transactional Costs"). The Parties agree that a reasonable amount for these costs shall be \$10,000, which shall be made in a one-time payment by LICENSEE, and that further payments of Transactional Costs shall not be required with respect future amendments, consents or Site License Supplements.

13. **Late Charge.** LICENSEE acknowledges late payment by LICENSEE to CITY of rent will cause CITY to incur costs not contemplated by this LICENSE, the exact amount of such

costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting and late charges that may be imposed by CITY. Any installment of rent (excepting Base Rent) due from LICENSEE not received by CITY within ten (10) days of the date of billing shall be deemed delinquent. LICENSEE shall pay to CITY an additional sum of twelve percent (12%) per year non-compounding daily basis of the overdue rent that shall accrue, on a daily basis, from the thirty-first (31st) day after the date of billing. The Parties agree this late charge represents a fair and reasonable estimate of the costs CITY will incur because of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount, nor prevent CITY from exercising any of the other rights and remedies available to CITY.

14. **Permitted Uses.** LICENSEE represents, warrants, and covenants that the Antennas installed pursuant to this LICENSE will be utilized solely for providing the telecommunications services identified herein. LICENSEE is not authorized to and shall not use its Antennas to offer or provide any services not specified herein. LICENSEE shall be solely responsible for all costs associated with the construction, installation, maintenance, and use of the Antenna.

15. **Prohibited Uses.** LICENSEE shall not use CITY POLES for any purpose not expressly permitted herein. LICENSEE shall not: (a) create, cause, or permit any nuisance or waste in, on, or about the CITY POLES or permit CITY POLES to be used for any unlawful purpose; or (b) do or permit to be done anything that unreasonably disturbs the CITY's use of CITY POLES or the occupants of neighboring property. Specifically, and without limiting the above, LICENSEE agrees not to cause any unreasonable odors, noise, vibration, electro-magnetic emissions or other item to emanate from the Antenna on CITY POLES. No materials or articles of any nature shall be stored outside adjacent to any portion of CITY POLES.

16. **Compliance with Laws.** LICENSEE shall not do or permit anything to be done in or on CITY POLES, or bring or keep anything in or on CITY POLES which will conflict with any applicable law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted.

17. **Co-Location.** LICENSEE acknowledges this is a non-exclusive LICENSE and that the CITY has the right to license additional positions on CITY POLES to third parties. All operations by LICENSEE shall comply with all FCC requirements. If CITY adds new CITY POLES or other facilities in the future, LICENSEE's Antenna shall not electromagnetically or physically interfere with CITY-owned and operated equipment. LICENSEE shall reasonably cooperate with current and future Licensees. Any future license of the CITY POLE site, which permits installation of Antennas, shall be conditioned upon the new Antennas not interfering with LICENSEE's Antenna. LICENSEE shall be responsible for re-installing its Antenna on new CITY POLES that accommodate the addition of other third party equipment at such third party's cost and expense.

18. **CITY POLE Access.** LICENSEE may enter onto CITY POLES during normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. upon reasonable notice to CITY for purposes of installing its Antenna(s). In the event of an emergency, LICENSEE's access shall be twenty-four (24) hours per day, seven (7) days per week. During times of high security alert by the Homeland Security Advisory System, LICENSEE must obtain CITY's consent to

access CITY POLES. LICENSEE acknowledges that other licensees also have rights to access CITY POLES, and that if another licensee or multiple licensees request simultaneous access, the CITY may have to delay LICENSEE's access to CITY POLES to accommodate others or vice versa.

19. **Ladder Access.** It is anticipated, after installation of the Antenna is completed, that LICENSEE shall require reasonable access for the purpose of ordinary tuning of LICENSEE's equipment and appropriate maintenance and repair of the Antenna, including replacement of all or part of an Antenna with substantially similar components and shall make commercially reasonable efforts to utilize the smallest equipment available that provides equivalent performance effectiveness. As a part of this LICENSE, the CITY grants to LICENSEE reasonable ladder access to the area adjacent to the CITY POLES ("City Property") for the purposes of maintaining or repairing the Antennas.

20. **City Access.** The CITY or its agents, may enter onto CITY POLES at all times during the term of this LICENSE to determine whether LICENSEE is complying with the terms and conditions or for any other purpose incidental to rights of the CITY.

21. **Approval by the City and Other Agencies.** In accordance with Sunnyvale Municipal Code section 19.54.160, LICENSEE, at its sole cost and expense, may install the Antennas, subject to LICENSEE's obtaining all required permits, licenses, and approvals from CITY and any other governmental agencies having jurisdiction. LICENSEE shall maintain such permits, licenses, and approvals in force through the Term and the Option Term, if any. The revocation or expiration of any such permit, license, or approval is a breach of this LICENSE subject to the cure periods set forth in Section 54.d of this License. If LICENSEE replaces the Antenna, it shall not do so without the prior written approval of CITY, and all required permits, licenses, and approvals from CITY and any other governmental agencies with jurisdiction. If LICENSEE replaces the Antenna, it shall not do so without the prior written approval of CITY, and all required permits, licenses, and approvals from CITY and any other governmental agencies with jurisdiction; provided, however, CITY approval shall not be required in the case of replacement with a substantially similarly functioning and sized Antenna. If a modification to the Antenna is approved in accordance with Section 33, LICENSEE and CITY shall amend Exhibit B to reflect the change. Should LICENSEE change or expand any Antenna without the prior approval of CITY, CITY may require that LICENSEE remove the expansion at LICENSEE's sole cost and expense within 15 days of written notification by City. LICENSEE shall be solely responsible for conducting any environmental review required in association with LICENSEE's use of CITY POLES and for all costs associated, as well as all fees, charges, or other expenses imposed by other regulatory agencies in connection with LICENSEE's use of CITY POLES prior to LICENSE commencement, or at any time during the Term of LICENSE.

22. **Reserved.**

23. **Condition, Use of City Poles.** CITY makes no warranty or representation concerning the condition of CITY POLES and facilities, which include but are not limited to poles, power supplies, conduits and other forms of infrastructure for the delivery of power, or the fitness of CITY POLES and facilities for the use intended by LICENSEE, and disclaims any personal knowledge. LICENSEE has personally inspected the CITY POLES and facilities, knows their

condition, finds them fit for LICENSEE's intended use, accepts them "as is", and has ascertained that they can be used for the limited purposes specified in Section 14.

24. **Hazardous Materials.**

a. **Hazardous Materials on City Poles.** LICENSEE shall not introduce any Hazardous Materials (as defined below) to the City Property, (excluding any Hazardous Materials which are components of commercially available products) unless the Hazardous Materials are transported, obtained, handled, stored, and/or disposed of in accordance with all Federal, State, and local laws, ordinances, rules, regulations, or policies.

b. **Hazardous Materials Defined.** The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material, or waste or any pollutant or contaminant or infectious or radioactive material, including, but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the: (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Secs. 9601, *et seq.*; (b) RCRA, 42 U.S.C. Secs. 6901, *et seq.*; (c) CWA, 33 U.S.C. Secs. 1251, *et seq.*; (d) CAA, 42 U.S.C. Secs. 7401, *et seq.*; (e) TSCA, 15 U.S.C. Secs. 2601, *et seq.*; (f) The Refuse Act of 1899, 33 U.S.C. Secs. 407; (g) OSHA, 29 U.S.C. Secs. 651, *et seq.*; (h) Hazardous Materials Transportation Act, 49 U.S.C. Secs. 5101, *et seq.*; (i) USDOT Table (49 CFR Sec. 172.101 App. A and amendments) or the EPA Table (40 CFR Part 302 and amendments); (j) Carpenter-Presley-Tanner Hazardous Substance Account, Act, Cal. Health & Safety Code Secs. 25300, *et seq.*; (k) California Hazardous Waste Control Act, Cal. Health & Safety Code Secs. 25100, *et seq.*; (l) Porter-Cologne Act, Cal. Water Code Secs. 13000, *et seq.*; (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220, *et seq.*; (n) "Proposition 65," Cal. Health and Safety Code Sec. 25249.5, *et seq.*; (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280, *et seq.*; (p) California Hazardous Substance Act, Cal. Health & Safety Code Secs. 108100, *et seq.*; (q) Air Resources Law, Cal. Health & Safety Code Secs. 39000, *et seq.*; (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500, *et seq.*; (s) TPCA, Cal. Health and Safety Code Secs. 25208, *et seq.*; and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the Federal, State, and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials, and wastes which are, or in the future become regulated under applicable local, State or Federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any Federal, State, or local law, regulation or order or by common law decision, including, without limitation: (i) trichloroethylene, tetrachloroethylene, perchloroethylene, and other chlorinated solvents; (ii) any petroleum products or fractions thereof; (iii) asbestos; (iv) polychlorinated biphenyls; (v) flammable explosives; (vi) urea formaldehyde; and (vii) radioactive materials and waste.

c. **Hazardous Materials Indemnity.** LICENSEE shall indemnify, defend (by counsel acceptable CITY), protect, and hold CITY harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and/or expenses, including, without limitation, diminution

in value of CITY POLES or City Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity of CITY POLES or, damages arising from any adverse impact or marketing of CITY POLES and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings, or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems, and atmosphere), arising from, or caused or resulting, either prior to or during the License Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about CITY POLES by LICENSEE, LICENSEE's agents, employees, LICENSEEs or invitees or at LICENSEE's direction, of Hazardous Material, or by LICENSEE's failure to comply with any Hazardous Materials Law, whether knowingly or by strict liability, except to the extent of the negligence or willful misconduct of the CITY or its agents, employees, or invitees. LICENSEE's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup, or detoxification or decontamination of CITY POLES and City Property, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the License Term. For purposes of the indemnity, any acts or omissions of LICENSEE or its employees, agents, customers, assignees, contractors, or subcontractors of LICENSEE (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to LICENSEE. Notwithstanding the foregoing, LICENSEE shall not be responsible or liable for any Hazardous Materials that existed on the City Poles or City Property before the execution of this LICENSE, or that otherwise do not result from the activities of LICENSEE.

d. City's Right to Perform Tests. At any time during the License Term, CITY shall have the right to enter upon CITY POLES in order to conduct tests of water and soil and to deliver to LICENSEE the results of such tests to demonstrate that levels of any Hazardous Materials in excess of permissible levels has occurred as a result of LICENSEE's use of CITY POLES. LICENSEE shall be solely responsible for and shall indemnify, protect, defend and hold CITY harmless from and against all claims, costs and liabilities including actual attorneys' fees and costs arising out of or in connection with any removal, remediation, clean up, restoration and materials required hereunder to return CITY POLES and any other property of whatever nature to their condition existing prior to the appearance of the Hazardous Materials. The testing shall be at LICENSEE's expense if CITY has a reasonable basis for suspecting and confirms the presence of Hazardous Materials in the soil or surface or groundwater in on, under, or about CITY POLES, which has been caused by or resulted from the activities of LICENSEE, its agents, employees, contractors, or invitees. LICENSEE shall demonstrate that the Antenna meets or exceeds all appropriate Federal Communications Commission (FCC) requirements. LICENSEE shall provide results of any test results on the Antenna prepared for the FCC or any other testing body.

e. Survival. This entire Section 24 of this LICENSE shall survive termination of the LICENSE, as to any activities during the Term or Option Term of this LICENSE.

25. Termination of License. CITY shall have the right to immediately terminate the Term of any applicable Site License Supplement(s) in CITY's sole and absolute discretion in the event that: (i) any use of CITY POLES or City Property by LICENSEE involves the generation or storage, use, treatment, disposal, or release of Hazardous Material in a manner or for a purpose

prohibited by any governmental agency, authority or Hazardous Materials Laws; (ii) LICENSEE has been required to but refuses to take remedial action in connection with Hazardous Material contaminating CITY POLES or City Property, if the contamination resulted from LICENSEE's action or use of CITY POLES or City Property; or (iii) LICENSEE is subject to and refuses to comply with an enforcement order issued by any governmental authority in connection with the release, use, disposal, or storage of a Hazardous Material on CITY POLES or City Property. Should termination under this provision be required, all other clauses in this agreement for removal of ANTENNA shall survive.

26. **Electromagnetic Emissions.** LICENSEE's operations on the CITY POLES shall comply with all applicable Federal, State, and local laws and regulations regarding electromagnetic emissions. LICENSEE shall conduct all necessary tests after its Antenna are constructed on the CITY POLES to ensure that its facilities comply with those laws and regulations. The tests shall be conducted by a licensed professional engineer, and the results shall be provided to the CITY.

27. **Telecommunications Services.** At any time that LICENSEE ceases to operate as a provider of telecommunications services under Federal Law, and LICENSEE has not cured said condition within sixty (60) days of receiving notice thereof from CITY, the CITY shall have the right, in its sole and absolute discretion and upon sixty (60) days written notice to LICENSEE, to terminate this LICENSE and to require the removal of LICENSEE's Antennas and any related appurtenances from CITY POLES, including the cost of any City Property remediation, at no cost to the CITY, without any liability to CITY related directly or indirectly to such termination.

28. **Antenna Design Criteria.** LICENSEE will submit to CITY, no more than two (2) proposed designs for any proposed Antenna installations. Assuming that all of CITY's requirements are met, CITY will authorize up to two acceptable designs for Antennas. LICENSEE may only use Antenna designs that are authorized. All Antenna installations shall, to the maximum extent practicable, be placed behind equipment shrouds or existing signage, or otherwise located so as to minimize aesthetic impacts, to the satisfaction of the Public Works Director. The Public Works Director will require photo simulations of all Antenna installations and may require a physical mock-up. If required, the mock-up shall be the actual size of the equipment and include the actual color(s) to be used for the final installation. LICENSEE is prohibited from installing ground-mounted cabinets. LICENSEE shall install all wires within the CITY POLE to be hidden or shrouded from view. Each Antenna shall have identifying information printed on it, including emergency contact information. Advertising or logos may not be placed on any Antenna or CITY POLE.

29. **Covenant of Non-Interference.** LICENSEE shall be responsible for inspecting CITY POLES and finding adequate space at the site without moving or relocating any of CITY'S POLES or equipment, or any other facility, or utility located at the City Property (unless permitted by CITY or other party), at the time Licensee's facilities are installed. LICENSEE will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. LICENSEE's equipment shall not negatively impact any other existing facility or antenna. In the event that Licensee's equipment does negatively impact other existing facilities, LICENSEE shall be required to take reasonable measures to correct the problem. LICENSEE shall be required to coordinate with other existing utilities located at the City Property, to ensure that LICENSEE's

equipment does not interfere with the frequencies utilized by existing utilities or other parties existing at the time of Antenna installation.

30. **No Interference.** LICENSEE shall not interfere in any manner with the existence and operation of any public or private property, including, but not limited to, sanitary sewer mains and laterals; water mains and services; storm drain lines; gas mains and services; utility poles and signs; aerial and underground electrical and telecommunication equipment; traffic signals; and electroliners without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable law or this LICENSE. However, CITY agrees that CITY and/or any other licensees, or users of City Property who currently have, or in the future take possession of, space within City Property adjacent to any of LICENSEE's Antennas will be permitted to install only equipment that is of the type and electromagnetic frequencies which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. LICENSEE shall act reasonably to accommodate future providers of FCC/PUC-regulated telecommunications services so that City Property may be used by additional providers.

31. **PG&E Power Connection, Metering, and Costs.** LICENSEE shall cause a separate electric line to be run to its equipment as permitted by PG&E. LICENSEE shall pay all electricity costs directly to Pacific Gas and Electric Company ("PG&E") or CITY's other electric service provider (as applicable). If feasible, LICENSEE may use and access CITY's existing power supply, conduit or other form of infrastructure for the delivery of power and fiber access to CITY POLES to power its Antenna upon approval from the CITY. LICENSEE shall make good faith efforts to negotiate a flat rate with PG&E to avoid above ground metering facilities where practicable. Should LICENSEE be unable to secure a flat rate service from PG&E, then pole-mounted and concealed smart meters may be utilized, subject to PG&E requirements, with written approval by CITY's Public Works Director. All electric meters shall have a master cutoff switch installed which will allow power shut down to the Antenna in case of emergencies.

32. **Site License Supplement.** For each new site, LICENSEE shall submit to CITY all required applications and permits to enter upon the right-of-way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace the Antenna on CITY POLES in the right-of-way for the purposes of providing telecommunications services. Each application for a site location is subject to any applicable public outreach and CITY reserves the right to deny any application for the installation of an Antenna to CITY POLES if all lawful CITY requirements have not been met. After the CITY approves all required applications and permits, LICENSEE shall submit a Site License Supplement ("Site License Supplement") to memorialize each new site location. However, LICENSEE may also concurrently submit a Site License Supplement in draft form along with its Site Supplement Application(s) for the City's review, but approval of same shall not occur until all required applications and permits have been submitted by LICENSEE.

33. **Site License Supplement Application Priority.** LICENSEE expressly acknowledges that the CITY either already has or may in the future enter into similar master license agreements for its CITY POLES with other persons or entities, and that LICENSEE and such third parties may from time-to-time desire to license the same CITY POLES (including the utility infrastructure serving the CITY POLES, as the case may be) from the CITY. To promote a fair

and competitively neutral process, the CITY shall implement a first-in-time prioritization process as provided in this Section. The CITY shall review each Site License Supplement application, which includes without limitation any Site License Supplement applications submitted by other licensees, in the order received. Each Site License Supplement application will be date and time stamped when received by the CITY, and such stamp shall control the Site License Supplement application's priority relative to other Site License Supplement applications. In the event that the CITY receives two Site License Supplement applications for the same CITY POLES, the applications with lower priority will be held in abeyance until the higher-priority application is withdrawn, denied or timed-out as provided in this LICENSE, at which time the CITY will commence to review the next-highest priority Site License Supplement application for that CITY POLE (including the utility infrastructure serving the CITY POLE, as the case may be).

In order to facilitate the timely review of all applications, the CITY will limit the submission of site applications as follows:

- a. LICENSEE is limited to no more than 20 new site applications at any one time; and
- b. LICENSEE shall submit a map which shows the locations of poles in the area.

34. **Conditions Precedent.** Before construction of any improvements are commenced on CITY POLES and before any building materials have been delivered to CITY POLES by LICENSEE or its agents, LICENSEE shall comply with the following conditions or procure CITY's written waiver of the conditions specified:

- a. **Protection of Adjacent Property, Indemnity of CITY.** LICENSEE shall protect City Property and adjacent property against damage resulting from the performance of work undertaken by LICENSEE or LICENSEE's agents, employees, contractors (excluding any damage caused by gross negligence or the willful act of CITY) and shall indemnify CITY against all liens or liability arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment, or power.

- b. **Insurance.** CITY shall require any third party contractor performing work at the CITY POLES to maintain workers' compensation insurance as contractor's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this LICENSE with respect to insurance.

- c. **Security Requirements.** LICENSEE shall provide a bond to CITY in the amount of Fifty Thousand Dollars (\$50,000), for the first twenty-five (25) installed Antennas, and an additional \$50,000 (or pro rata portion thereof) for each additional twenty-five (25) Antennas thereafter, to protect CITY in that event that LICENSEE fails to remove its Antennas upon termination of this LICENSE. The bonding company shall be a United States based entity with legal rights to issue bonds in the State of California. Subsequent increases in the number of installed antennas shall require a proportionate increase in bond amounts. The bond forms shall be in a form approved by the City Attorney.

35. **LICENSEE Payment for Labor or Materials.** LICENSEE shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for LICENSEE at or for use on CITY POLES, which claims are or may be secured by any mechanic or material lien against CITY POLES or any interest therein. LICENSEE shall give CITY not less than ten (10) days' notice prior to the commencement of new installation on CITY POLES. If CITY shall require a surety bond, LICENSEE shall furnish to CITY a surety bond satisfactory to CITY in an amount equal to the contested lien, claim indemnifying CITY against liability for and holding CITY POLES free from the lien or claim. In addition, CITY shall have the right to require LICENSEE to pay CITY's attorneys' fees and costs in participating in the action if CITY decides to participate.

36. **Changes to Installation Plans.** Upon completion of the installation of any Antenna, and prior to final inspection approval, LICENSEE shall give CITY notice of all changes in the plans and specifications made during the course of the work and at the same time deliver to CITY "as built" drawings accurately reflecting all changes, provided that no change that substantially alters the final plans last approved by CITY shall be made without CITY's prior written approval.

37. **Final Inspection.** LICENSEE shall not provide service to its customers from the Antenna in any way without receiving final inspection approval of the Antenna from CITY.

38. **As Built Plans.** LICENSEE shall provide as-built plans, to the CITY, for each Antenna installation within thirty (30) days of the completion of the installation.

39. **Commencement of Installation and Operation.** LICENSEE shall commence installation of an Antenna no later than nine (9) months after the mutual execution of an applicable Site License Supplement. LICENSEE shall commence operations no later than three (3) months after LICENSEE commences installation, excepting delays due to any force majeure event. Failure of LICENSEE to commence installation or commence operation of the applicable telecommunications service as provided above shall afford CITY the right to terminate the right to use the applicable CITY POLE and Site License Supplement upon thirty (30) days' notice to LICENSEE, unless within such thirty (30) day period, LICENSEE shall commence installation or commence operation, as applicable.

40. **General.** LICENSEE shall keep in good order, condition, and repair the Antenna placed on CITY POLES. LICENSEE shall keep the Antenna and CITY POLES clean and free of debris and graffiti attributed to LICENSEE's use of the CITY POLES. Graffiti shall be removed within a 48 hour period.

41. **Discontinued Use of Antenna.** On the last day of the Term, or of the Option Term, CITY POLES shall be in the same condition as when installed, clean and free of debris and graffiti, normal wear and tear excepted. LICENSEE shall also remove all LICENSEE improvements including equipment, cables, and wires located above ground or below ground that LICENSEE placed with CITY POLES, and repair any damage to CITY POLES or City Property, including the Right-of-Way, by the installation, maintenance, or removal of LICENSEE's Antenna and any related cables, wires or other equipment within sixty (60) days of such expiration of the Term or Option Term.

42. **CITY's Rights.** If LICENSEE is in default after expiration of the applicable cure periods, CITY may (but shall not be required to) enter upon CITY POLES, (except in the case of an emergency, in which case no notice shall be required), to perform obligations on LICENSEE's behalf and put CITY POLES and/or Antenna in good order, condition and repair, and the cost, together with interest at the maximum rate then allowable by law, shall become due and payable as additional rent to CITY with LICENSEE's next rental installment, provided, however, in the case of a non-emergency, CITY shall notify LICENSEE of CITY's intention to perform LICENSEE's obligations ten (10) days prior to performing any work on LICENSEE's behalf. If no rental installment is due to CITY, these costs shall become due and payable within thirty (30) days from the date of CITY's invoice.

43. **City Repair Obligations.** CITY shall have no obligation to repair and maintain the CITY POLES nor the improvements and facilities. City's obligation is to maintain safety lighting related components on the CITY POLES only. LICENSEE expressly waives the benefit of any statute now or hereinafter in effect which would afford LICENSEE the right to make repairs at CITY's expense or to terminate this LICENSE because of CITY's failure to keep CITY POLES in good order, condition, and repair. Notwithstanding the foregoing, if CITY elects to not repair or replace a damaged CITY POLE, then CITY and LICENSEE will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a CITY POLE that impacts LICENSEE's use, LICENSEE may repair or replace the CITY POLE with a like-kind pole at its own expense, subject to the CITY's approval, which shall not be unreasonably withheld, conditioned or delayed. LICENSEE shall be responsible at its own cost and expense to dispose of any removed CITY POLES.

44. **Relocation and Displacement of Equipment.** Upon the CITY's ninety (90) days written notice to LICENSEE, LICENSEE shall relocate its equipment at LICENSEE's sole cost and expense when the CITY determines that the equipment relocation is necessary for the construction, modification, completion, or relocation of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within CITY's jurisdiction undertaken by or on behalf of CITY. If LICENSEE shall fail to relocate any Antenna as requested by the CITY in accordance with this provision, the CITY shall be entitled to remove or relocate the equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the CITY's written demand for such payment. If any CITY POLE is damaged or downed for any reason, and as a result disrupts use of the Antenna, the CITY will have no obligation to repair or replace the CITY POLE for the use of LICENSEE's Antenna. LICENSEE shall bear all risk of loss to LICENSEE's Antenna due to damaged or downed CITY POLES, and may choose to replace CITY POLES pursuant to the provisions herein.

45. **Damages Caused by Licensee.** LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair, or replace any of its Antennas that are damaged or become detached; and/or (b) repair any damage to public right-of-way, City Property, or other property, whether public or private, caused by LICENSEE, its agents, employees, or contractors in their actions relating to attachment, operation, repair, or maintenance of its Antennas. If LICENSEE does not remove, repair or replace such damage to its Antenna or to the public right-of-way, City Property or other property, the CITY shall have the option, upon thirty (30) days'

prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, such repair work involves reattachment of its Antennas to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's equipment. Upon the receipt of a demand for payment from the CITY, LICENSEE shall within thirty (30) days of such receipt, reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion, or earlier termination of this LICENSE.

46. **Indemnity.** To the fullest extent permitted by law, LICENSEE shall indemnify, defend (with competent counsel reasonably acceptable to the City Attorney), and hold harmless CITY and its directors, officers, employees, and volunteers from and against all liabilities (including, without limitation, all claims, lawsuits, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) regardless of nature or type that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of LICENSEE or the acts or omissions of an employee, agent, or subcontractor of LICENSEE in the performance of this LICENSE, related to the installation of Antenna as described in this LICENSE, except to the extent of the negligence or willful misconduct of the CITY or its agents, employees, or invitees. The provisions of this paragraph survive completion of the services or termination of this LICENSE.

47. **Insurance.**

a. **Commercial General Liability Insurance.** LICENSEE shall obtain and maintain Commercial General Liability insurance including premises operations, products and completed operations with a limit of \$2,000,000.00 per occurrence for bodily injury and property damage and \$5,000,000.00 general aggregate, such insurance to be written on an occurrence basis.

b. **Automobile Liability Insurance.** LICENSEE shall obtain and maintain Automobile Liability insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit each accident.

c. **Workers' Compensation Insurance.** LICENSEE shall obtain and maintain statutory Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident/disease per employee/disease policy limit.

d. **Acceptability of Insurers.** Insurance is to be placed with California eligible insurers with a current A.M. Best's Rating of A- minus:VII unless otherwise acceptable to CITY.

e. **Verification of Coverage.** Original Certificates of Insurance with blanket additional insured endorsements shall be received and on an ACORD form or Licensee's form for self insurance as reasonably approved by City before work commences, and insurance must be in effect for the duration of the LICENSE. The absence of insurance or a reduction of stated limits

shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) Reserved.

(2) The City of Sunnyvale, its officers, officials, employees, and volunteers are to be included as an additional insured as their interest may appear under this LICENSE by blanket additional insured endorsement at least as broad as ISO Form or its equivalent as approved by CITY.

(3) For any claims related to this LICENSE, LICENSEE's required general liability insurance coverage at least as broad as ISO Form or its equivalent as approved by CITY shall be primary coverage with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(4) To the extent permitted by law, LICENSEE grants CITY a waiver of any rights to subrogation which any insurer of LICENSEE may acquire against CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) Upon receipt of notice from its insurer(s) LICENSEE shall provide thirty (30) days' notice to CITY in the event of cancellation of any required insurance that is not replaced.

(6) LICENSEE shall require its contractors and subcontractors to obtain and maintain substantially the same insurance as required of LICENSEE.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which LICENSEE may be held responsible for payment of damages resulting from LICENSEE's services or operations pursuant to this LICENSE, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, LICENSEE fails to maintain insurance coverage that is required pursuant to this LICENSE, the same shall be deemed a material breach of LICENSE. CITY, at its sole option, may terminate this LICENSE and obtain damages from LICENSEE resulting from said breach.

g. Notwithstanding the foregoing, LICENSEE shall have the right to self-insure the coverages required in this section. In the event LICENSEE elects to self-insure its obligation to include CITY as an additional insured, the following additional provisions shall apply:

(1) CITY shall promptly and no later than thirty (30) days after notice thereof provide LICENSEE with written notice of any claim, demand,

lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LICENSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(2) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LICENSEE; and

(3) CITY shall fully cooperate with LICENSEE in the defense of the claim, demand, lawsuit, or the like.

48. **Nontermination and Nonabatement.** Except as provided herein, no destruction or damage to the CITY POLES by fire, windstorm, earthquake, vehicular incident, or other casualty, whether insured or uninsured, shall entitle LICENSEE to terminate this LICENSE, unless CITY POLES are rendered unusable for the Antenna.

49. **Force Majeure.** Prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor, materials or reasonable substitutes, governmental restrictions, governmental regulation, governmental controls, judicial orders, enemy, or hostile governmental actions, civil commotion, fire, or other casualty, and other causes beyond the reasonable control of LICENSEE, shall excuse the performance by LICENSEE for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to rent to be paid by LICENSEE pursuant to this LICENSE. In the event any work performed by LICENSEE or LICENSEE's contractor's results in a strike, lockout, and/or labor dispute, the strike, lockout, and/or labor dispute shall not excuse the performance by LICENSEE of the provisions of this LICENSE.

50. **Waiver.** CITY and LICENSEE waive the provisions of any statutes, which relate to termination of Licenses when licensed property is destroyed and agree that such event shall be governed by the terms of this LICENSE.

51. LICENSEE shall pay for all power and telecommunication services supplied to the LICENSEE's Antenna, together with any taxes.

52. LICENSEE shall not place any signs upon CITY POLES without prior written consent of CITY, except as required by law.

53. **Assignment and Subletting.**

a. **City's Consent Required.** LICENSEE shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of LICENSEE's interest in this LICENSE or in CITY POLES, without CITY's prior written consent, which consent shall not be unreasonably withheld. CITY shall respond to LICENSEE's request for consent in a reasonably timely manner and any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this LICENSE.

b. Net Worth Requirements. Notwithstanding the foregoing, LICENSEE may assign or transfer this Agreement or sublet its equipment attached to the CITY POLES, or any portion thereof, without the CITY's consent, to any entity which controls, is controlled by, or is under the common control with LICENSEE, or to any entity resulting from any merger or consolidation with Licensee, or to any partner of LICENSEE or to any partnership in which LICENSEE is a general partner, or to any person or entity which acquires all or substantially all of the assets of LICENSEE that are the subject of this Agreement, or to any entity which obtains a security interest in a substantial portion of LICENSEE's assets that are the subject of this Agreement, provided, however, that LICENSEE shall upon request provide CITY with documentation demonstrating adequate financial qualifications of any assignee or transferee covered by this paragraph.

c. No Release of Licensee. No subletting or assignment as approved by CITY shall eliminate LICENSEE's obligation or alter the primary liability of LICENSEE to pay the rent and to perform all other obligations of LICENSEE hereunder.

The acceptance of rent by CITY from any other entity shall not be deemed to be a waiver by CITY of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of LICENSEE or any successor of LICENSEE in the performance of any of the terms hereof, CITY may proceed directly against LICENSEE without the necessity of exhausting remedies against said assignee.

54. Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this LICENSE by LICENSEE:

a. The abandonment of the Antenna by LICENSEE as defined by Civil Code §1951.3.

b. If any installment of rent due from LICENSEE is not received by CITY within thirty (30) days of the due date shall be deemed delinquent, LICENSEE shall pay to CITY an additional sum of twelve percent (12%) per year of the overdue rent that shall accrue, on a daily basis, from the thirty-first (31st) day after the date of billing. The parties agree this late charge represents a fair and reasonable estimate of the costs CITY will incur because of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount, nor prevent CITY from exercising any of the other rights and remedies available to CITY.

c. The failure by LICENSEE to make any payment of rent or any other payment required to be made by LICENSEE hereunder, as and when due, where the failure shall continue for a period of thirty (30) business days after written notice from CITY to LICENSEE. In the event CITY serves LICENSEE with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

d. The failure by LICENSEE to observe or perform any of the covenants, conditions, or provisions of this LICENSE in any material respect to be observed or performed by LICENSEE, where the failure shall continue for a period of thirty (30) days after written notice

from CITY to LICENSEE; provided, however, that if the nature of LICENSEE's default is that more than thirty (30) days are reasonably required for its cure, then LICENSEE shall not be deemed to be in default if LICENSEE commences cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

e. The making by LICENSEE of any general arrangement or assignment for the benefit of creditors; LICENSEE's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against LICENSEE, it is dismissed within sixty (60) days); the appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of LICENSEE's Antenna on CITY POLES or of LICENSEE's interest in this LICENSE where possession is not restored to LICENSEE within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of LICENSEE's Antenna located at the CITY POLES or of LICENSEE's interest in this LICENSE, where seizure is not discharged within thirty (30) days.

f. The failure of LICENSEE to maintain CITY-approved insurance.

55. **Remedies.** In the event of any material default or breach by LICENSEE, CITY may at any time thereafter, following any notice required by this LICENSE, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of default or breach:

a. Terminate LICENSEE's right to use of CITY POLES and applicable Site License Supplement to which the material default or breach relates, in which case this LICENSE shall terminate as to those CITY POLES and LICENSEE shall immediately cease use of Antenna on those CITY POLES. In that event, CITY shall be entitled to recover from LICENSEE all damages incurred by CITY by reason of LICENSEE's default including, but not limited to, expenses of reletting, including if necessary, removal of Antenna and, if requested by City, restoration of CITY POLES to their original condition/type, normal wear and tear excepted; reasonable attorneys' fees; the worth at the time of the award of the unpaid rent that had been earned at the time of termination of this LICENSE; and the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of rental loss for the same period that LICENSEE proves could be reasonably avoided;

b. Maintain LICENSEE's right to use, in which case this LICENSE shall continue in effect whether or not LICENSEE shall have abandoned Antenna on CITY POLES. In that event, CITY shall be entitled to enforce all of CITY's rights and remedies under this LICENSE, including the right to recover rent as it becomes due; and

c. Pursue any other remedy now or hereafter available to CITY under the laws or judicial decisions of the State of California.

56. **No Relief from Forfeiture after Default.** LICENSEE waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure §§1174 and 1179, and any other present or future law, in the event LICENSEE is evicted or CITY otherwise lawfully uses CITY POLES by reason of any default or breach of this LICENSE by LICENSEE.

57. **Termination by LICENSEE.** Except as provided otherwise herein or by applicable law, LICENSEE may terminate this LICENSE for cause upon the giving of not less than thirty (30) days written notice to CITY if any of the following occur:

a. The failure by CITY to observe or perform any of the covenants, conditions, or provisions of this LICENSE in any material respect to be observed or performed by CITY, where the failure shall continue for a period of thirty (30) days after written notice from LICENSEE to CITY; provided, however, that if the nature of the CITY's default is such that more than thirty (30) days are reasonably required for its cure, then CITY shall not be deemed to be in default, if CITY commenced to cure within a thirty (30) day period and thereafter diligently prosecutes such cure to completion;

b. LICENSEE fails to obtain or loses any permits necessary for operation of the CITY POLES as a cellular telecommunications facility; or

c. LICENSEE determines that the site is inappropriate for technological reasons, beyond its control, including, but not limited to telecommunications signal interference.

In addition to termination, in the event of any material default or breach by CITY of this LICENSE, LICENSEE may pursue any other remedy now or hereafter available to LICENSEE under the laws or judicial decisions of the State of California.

Notwithstanding the foregoing, LICENSEE may terminate its use of specific CITY POLES and applicable Site License Supplement(s) at any time upon providing sixty (60) days' written notice to CITY.

58. **Termination by CITY.** Except as otherwise provided or by applicable law, CITY may terminate this LICENSE as to the affected CITY POLES and applicable Site License Supplement(s) for cause upon giving thirty (30) days written notice if any of the following occur:

a. A final, non-appealable FCC determination is made that with regard to the type of Antenna operated on CITY POLES, that such Antenna is a threat to public health or safety; or

b. LICENSEE loses or fails to satisfy any condition of any permit required by CITY necessary for operation of CITY POLES as a location for the Antenna and does not remedy such failure within the time periods set forth in Section 54.d. of this LICENSE.

59. **Condemnation of Licensed CITY POLES.** Should all or part of the Licensed CITY POLES be taken by any public or quasi-public agency or entity under the power of eminent domain under the term of this LICENSE:

a. Either CITY or LICENSEE may terminate this LICENSE as to the affected CITY POLES and applicable Site License Supplement(s) by giving the other thirty (30) days written notice of termination; and

b. Any damages and compensation awarded or paid because of the taking shall belong to the CITY, except for amounts paid LICENSEE for moving expenses or for damage to property owned by LICENSEE.

60. The term "CITY" as used herein, shall mean the City of Sunnyvale only while the CITY is the owner of the title of CITY POLES. In the event of any transfer of title or interest, the CITY (and in case of any subsequent transfer, then the grantor) shall, after the date of such transfer, be relieved from all liability with respect to its obligations hereunder occurring after the transfer date, provided that any funds in the hands of CITY at the time of transfer, in which LICENSEE has an interest, shall be delivered to the CITY's grantee.

61. Reserved.

62. Unless the LICENSE is terminated early, LICENSEE shall contact CITY at least six (6) months prior to the expiration of the Term or Option Term in order to request additional Term extensions.

63. Reserved.

64. To the extent applicable by law to LICENSEE's activities under this Agreement, LICENSEE shall pay prevailing wages.

65. CITY reserves to itself the right to grant such easements, rights, and dedications that CITY deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as the easements, rights, dedications, maps and restrictions do not materially interfere with LICENSEE's use of the CITY POLES. LICENSEE shall sign any of the aforementioned documents upon request of CITY and failure to do so shall constitute a material breach of this LICENSE.

66. **Severability.** If any provision of this LICENSE is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this LICENSE.

67. **Time of Essence.** Time is of the essence under this LICENSE.

68. **Additional Rent.** Any monetary obligations of LICENSEE to CITY under the terms of this LICENSE shall be deemed to be rent and all references herein to "rent" shall be deemed to include the Base Rent and all other sums paid or payable by LICENSEE to CITY.

69. **Entire LICENSE.** This LICENSE contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this LICENSE which are not fully expressed herein.

70. **No Warranty.** Except as otherwise stated in this LICENSE, LICENSEE hereby acknowledges that neither the CITY nor any employees or agents of the CITY has made any oral or written warranties or representations to LICENSEE relative to the condition or use by

LICENSEE of CITY POLES. LICENSEE assumes all responsibility regarding the Occupational Safety and Health Act, the legal use and adaptability of CITY POLES, and compliance with all applicable laws and regulations in effect during the Term of this LICENSE.

71. **Notices.** Any notice required to be given to LICENSEE shall be in writing and may be given by registered or certified mail return receipt requested by depositing same in the United States mail or with a commercial courier addressed to:

GTE Mobilnet of California Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

or personally delivered to LICENSEE at such address or at such other addresses as LICENSEE may designate in writing to CITY.

Any notice required to be given CITY shall be in writing and may be given by registered or certified mail return receipt requested by depositing same in the United States mail or with a commercial courier addressed to:

City of Sunnyvale
Department of Public Works
ATTN: Real Property Administrator
456 W. Olive Avenue
Sunnyvale, CA 94086

or personally delivered to CITY or at such other addresses as CITY may designate in writing to LICENSEE.

Notices shall be deemed effective upon delivery or refusal of same.

72. **Waivers.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

73. **Cumulative Remedies.** No remedy or election under this LICENSE shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

74. **Choice of Law.** This LICENSE shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a Party to this LICENSE, the Parties agree that trial of such action shall be conducted exclusively in the state or federal courts of California, County of Santa Clara. The language of all parts of this LICENSE shall be construed with its fair meaning and not strictly for or against the CITY or LICENSEE.

75. **Condition to Effectiveness of License.** The approval of the City Council of CITY constitutes an express condition precedent to the effectiveness of this LICENSE.

76. **Applicable Laws and Attorneys' Fees.** This LICENSE shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this LICENSE or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and other such costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on applicable law.

77. **Brokers.** Each Party represents that it has not had dealings with any real estate broker or finder, with respect to this LICENSE in any manner. Each Party shall hold harmless the other Party from all damages resulting from any claims that may be asserted against the other Party by any broker, finder, or other person with whom the indemnifying Party has or purportedly has dealt.

78. **Authority.** Each individual executing this LICENSE on behalf of LICENSEE and CITY represents and warrants that he or she is duly authorized to execute and deliver this LICENSE on behalf of said Party.

79. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable for any default or liability under this LICENSE.

80. **Non-Discrimination.** LICENSEE shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

81. **Independent Contractor.** It is agreed that LICENSEE shall act and be an independent contractor and not an agent nor employee of CITY.

82. **Conflict of Interest.** LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this LICENSE.

83. **FCC Order Validity.** In the event the FCC 2018 Order is reversed, stayed, or altered in a significant manner by the FCC or a court of competent jurisdiction ("Subsequent Action"), either Party to this Agreement may request that the Parties confer whether the Agreement should be modified, and, if so, both Parties agree to negotiate in good faith any changes required as a result of the Subsequent Action.

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IN WITNESS WHEREOF, this LICENSE, dated _____ for identification, between the City of Sunnyvale and LICENSEE is executed on _____, by CITY and by LICENSEE.

“CITY”:

CITY OF SUNNYVALE,
a California charter city and municipal
corporation

By: _____

City Manager

By: _____

City Attorney

“LICENSEE”:

GTE MOBILNET OF CALIFORNIA
LIMITED PARTNERSHIP, DBA VERIZON
WIRELESS

By: Cellco Partnership
Its: General Partner

By: _____
Name: _____
Title: _____

Taxpayer I.D. Number

APPROVED AS TO FORM:

City Attorney

Attachments:
Form Site License Supplement (Exhibit A)
Initial Approved Antenna Design (Exhibit B)

EXHIBIT A
FORM OF SITE LICENSE SUPPLEMENT

This Site License Supplement, is made this ____ day of _____, 20__, between CITY OF SUNNYVALE, a California charter city and municipal corporation (“Licensor”) and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, dba Verizon Wireless (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Supplement as referenced in that certain Small Cell License Agreement between Licensor and Licensee dated _____, 20__ (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Supplement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Supplement, the terms of this Site License Supplement shall govern. Capitalized terms used in this Site License Supplement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install and attach Antennas on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific City Poles as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).
3. Term. The Site License Term of this Site License Supplement shall be as set forth in Section 6 of the Agreement. Should the Agreement expire prior to the expiration of the Site License Supplement, the terms of the Agreement shall survive as long as the Site License Supplement is valid.
4. Base Rent. The Base Rent shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Sections 9 and 10 of the Agreement.
5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

CITY OF SUNNYVALE,
a California charter city and municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

GTE MOBILNET OF CALIFORNIA LIMITED
PARTNERSHIP, DBA VERIZON WIRELESS

By: Cellco Partnership

Its: General Partner

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

- 1 Licensed Site, Antenna Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE SUPPLEMENT

Licensed Site, Antenna Equipment List and Plans

Licensee Antenna Reference: [LICENSEE TO COMPLETE]

Site Name: POLYGON NAME_NODE #

City Pole number: [LICENSOR TO COMPLETE]

City Pole Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE] Antenna

Equipment List: [LICENSEE TO COMPLETE]

Antenna Plans: See the attached plan set dated _____ 20__ prepared by
_____ consisting of (____) page(s).

EXHIBIT B
INITIAL APPROVED ANTENNA DESIGN

SCALE: $\frac{3}{8}'' = 1' - 0''$

2785 MITCHELL DRIVE, SUITE 9
WALNUT CREEK, CA 94598

Engineer:

2840 HOWE ROAD, SUITE E
MARTINEZ, CA 94553
www.TheCBRGroup.com

Vendor:

Site Number: N/A

Site Name: **SUNNYVALE 4G**

Site Address:
37.382182, -122.012266

County: SANTA CLARA COUNTY

Issued For:

CONSTRUCTION

[illegible]

Licensors:

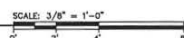
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS

Sheet Title:

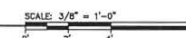
EXISTING AND PROPOSED
SOUTHWEST ELEVATIONS


Sheet Number:

EV-2



EXISTING SOUTHWEST ELEVATION

☐ PROPOSED SOUTHWEST ELEVATION

						<div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> <small>SHEET:</small> <small>CONTRACTOR TO INPUT SITE ID /</small> <small>SITE NAME / MARKET ID /</small> <small>PS LOCATION CODE</small> </div> </div>					
NOT USED	SCALE: N.T.S.	12	NOT USED	SCALE: N.T.S.	9	NOT USED	SCALE: N.T.S.	6	CAUTION SIGN	SCALE: N.T.S.	3
								<div style="border: 1px solid black; padding: 5px;"> <p>NON-EMERGENCY NOISE SITE POWER SHUT DOWN PROCEDURES:</p> <p>1. FOR NON-EMERGENCY/SCHEDULED POWER SHUT DOWN</p> <ul style="list-style-type: none"> □ CALL VERIZON ~ (800) 264-6620 □ 24-HRS. PRIOR TO SCHEDULED POWER SHUT OFF PROVIDE THE FOLLOWING INFORMATION: <ul style="list-style-type: none"> • SITE NUMBER IDENTIFIED ON SITE NUMBERING STICKER • YOUR NAME AND REASON FOR POWER SHUTOFF • PROVIDE DURATION OF OUTAGE □ PULL DISCONNECT HANDLE TO "OFF" POSITION □ POWER SHUT OFF VERIFICATION WITH APPROVED PG&E PROCEDURES □ NOTIFY VERIZON UPON COMPLETION OF WORK □ RESTORE POWER BY PLACING POWER DISCONNECT HANDLE IN THE "ON" POSITION □ REINSTALL LOCK ON POWER HANDLE <p>2. EMERGENCY POWER SHUT OFF</p> <ul style="list-style-type: none"> □ CALL VERIZON ~ (800) 264-6620 □ PROVIDE THE FOLLOWING INFORMATION: <ul style="list-style-type: none"> • SITE NUMBER IDENTIFIED ON SITE-NUMBERING STICKER • YOUR NAME AND REASON FOR POWER SHUTOFF • PROVIDE DURATION OF OUTAGE □ PULL DISCONNECT HANDLE TO "OFF" POSITION □ POWER SHUT OFF VERIFICATION WITH APPROVED PG&E PROCEDURES □ NOTIFY VERIZON UPON COMPLETION OF WORK □ RESTORE POWER BY PLACING POWER DISCONNECT HANDLE IN THE "ON" POSITION □ REINSTALL LOCK ON POWER HANDLE </div>			
NOT USED	SCALE: N.T.S.	11	NOT USED	SCALE: N.T.S.	NOT USED	SCALE: N.T.S.	5	DISCONNECT SWITCH SIGN	SCALE: N.T.S.	2	
								<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>VERIZON</p> <p>In case of Emergency Contact</p> <p>Phone: 1-(800) 264-6620</p> <p>Please Reference Site ID</p> <p>Site ID SHALL MATCH SITE ID OF THIS PLAN</p> <p>FCC ID </p> </div> <div style="margin-top: 10px; font-size: 0.8em;"> <p>OWNER/OPERATOR NOTE:</p> <p>SITE ID LABEL TO BE AFFIXED AT OR NEAR THE POINT OF POWER CONNECTION WITH T265241 LABELING TAPE OR EQUIVALENT BLACK ON WHITE LABELING TAPE OF AT LEAST 18MM. WIDTH WITH EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER. TEXT SHOULD BE PRINTED IN ALL CAPS WITH MINIMUM HEIGHT OF 1/2".</p> <p>NOTE:</p> <p>SITE ID SHALL MATCH SITE ID IN PERMIT PLANS</p> </div>			
NOT USED	SCALE: N.T.S.	10	NOT USED	SCALE: N.T.S.	7	NOT USED	SCALE: N.T.S.	4	EMERGENCY CONTACT SIGN	SCALE: N.T.S.	

[illegible]

EXISTING



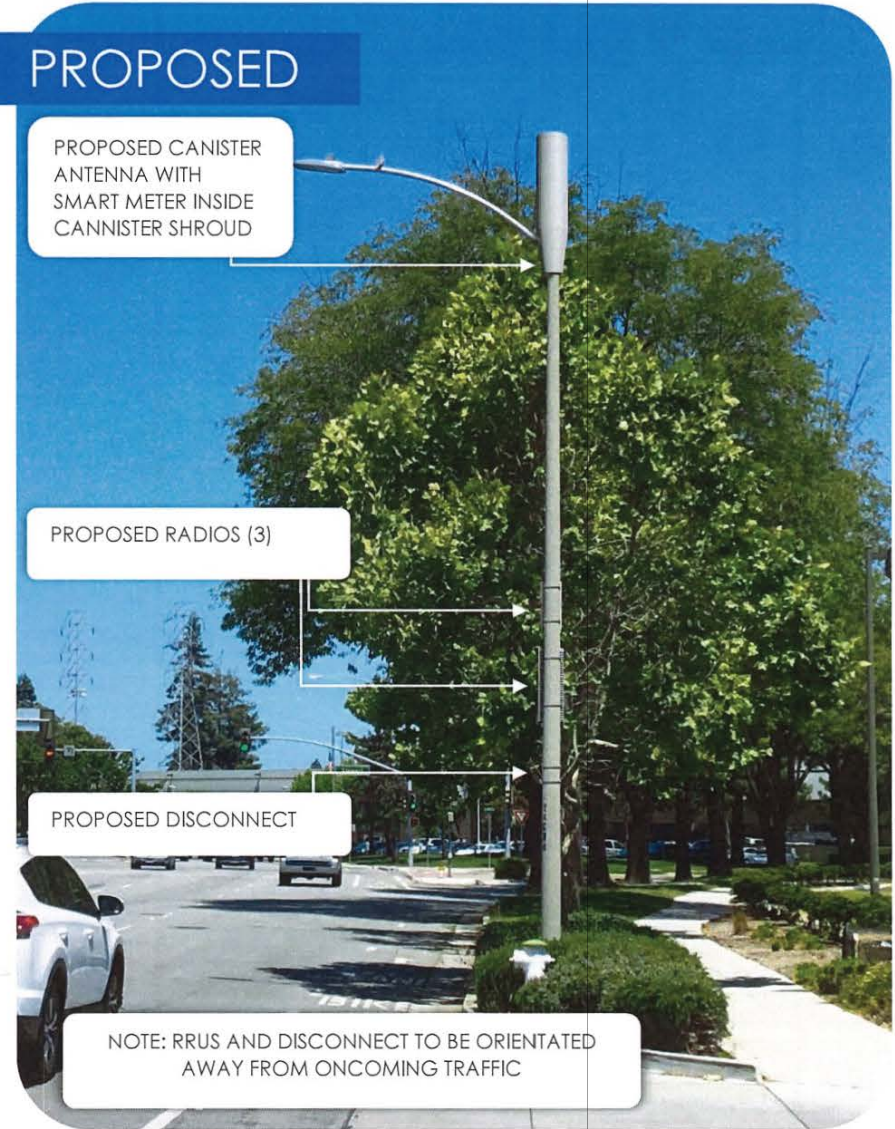
PROPOSED

PROPOSED CANISTER
ANTENNA WITH
SMART METER INSIDE
CANNISTER SHROUD

PROPOSED RADIOS (3)

PROPOSED DISCONNECT

NOTE: RRUS AND DISCONNECT TO BE ORIENTATED
AWAY FROM ONCOMING TRAFFIC

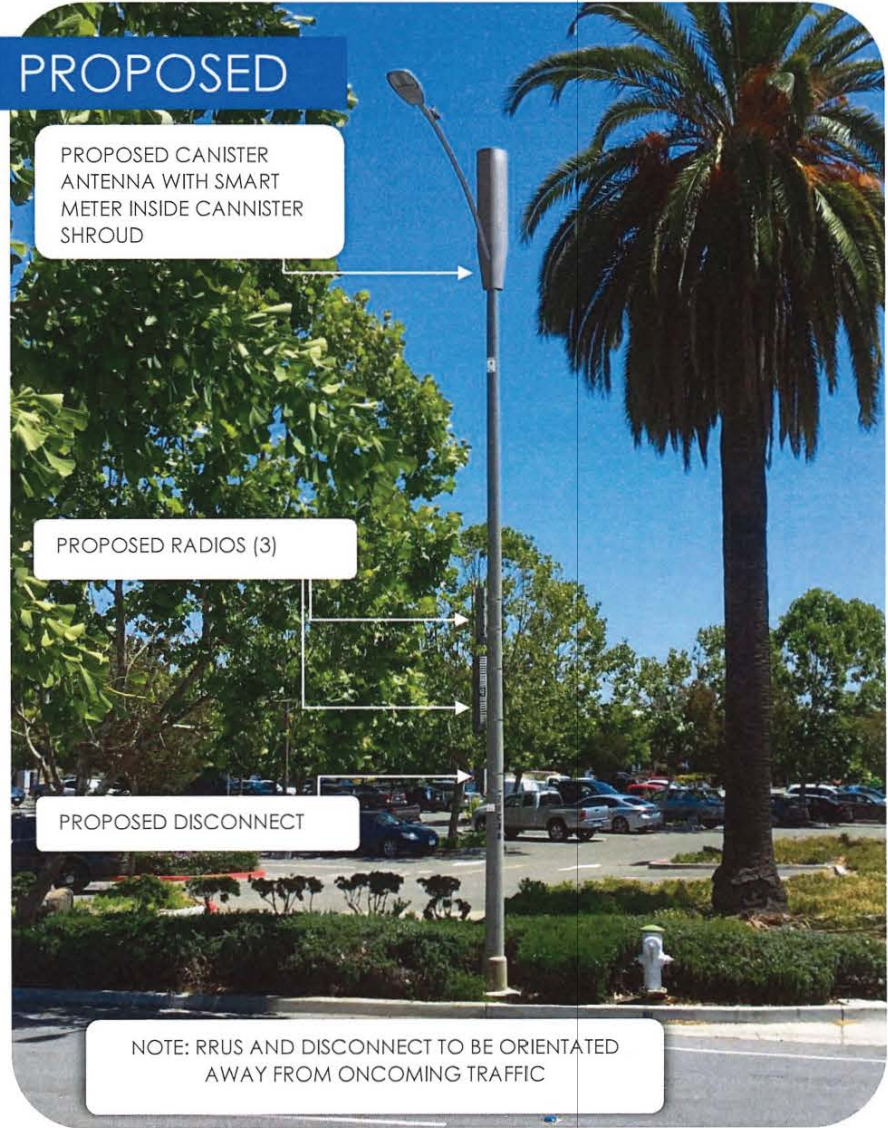


View 1: Sunnyvale 4G | Photosim produced 9/12/2019

EXISTING



PROPOSED



View 2: Sunnyvale 4G | Photosim produced 9/12/2019

RESOLUTION NO. 951-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE ADOPTING OBJECTIVE DESIGN
CRITERIA FOR WIRELESS COMMUNICATION
FACILITIES IN THE PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to California Constitution Article XI, Section 7; California Government Code Section 37100, and other applicable laws, the City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Sunnyvale General Plan, Goal LT-4, requires that City codes, standards, and development review processes be used to ensure that all areas of the City are attractive and that the City's image is enhanced through principles of good urban design; and

WHEREAS, there is a strong public interest in ensuring that unsightly facilities in the public right-of-way do not create visual blight and detract from the City's goals to create a vital, enjoyable, and comfortable environment for residents and visitors; and

WHEREAS, the City of Sunnyvale regulates wireless communication facilities (WCFs) both on private property and within the public right-of-way by regulations contained within Sunnyvale Municipal Code Chapter 19.54; and

WHEREAS, Section 19.54.160(a) of the Sunnyvale Municipal Code provides that the City Council shall, by resolution, establish design criteria and guidelines for review of WCFs in the public right-of-way; and

WHEREAS, in 2013, the City Council adopted Resolution No. 626-13, "Approving Criteria for Design Review of Wireless Communication Facilities Located in the ROW" ("Design Criteria"); and

WHEREAS, since the adoption of the Design Criteria in 2013, significant changes in federal laws that affect local authority over WCFs and other related infrastructure deployments have occurred, and local authority over WCFs may be further impacted by pending legislative, judicial, and regulatory proceedings at both the state and federal level; and

WHEREAS, despite the above changes to the law, both state and federal law continue to recognize that cities have the authority to enact reasonable regulations governing the time, place, and manner of WCFs in the public right-of-way, including objective aesthetic criteria that protect the public interest in having an attractive community, as long as those regulations do not have the effect of prohibiting the provision of wireless service; and

WHEREAS, given the evolving legal landscape and to ensure that the City can continue to regulate the aesthetics of WCFs in the public right-of-way, staff has developed updated, objective Design Criteria for Wireless Communication Facilities in the Public Right-of-Way; and

WHEREAS, the intent of the updated Design Criteria is to create objective aesthetic standards for processing WCF applications that do not require personal or subjective judgment by a public official and are verifiable by reference to written criteria that are knowable to both the applicant and public officials; and

WHEREAS, these objective criteria will be used to ensure that if there is more than one feasible design option for a particular installation, the provider will choose the option that has the least aesthetic impact on the surrounding residents and community; and

WHEREAS, on March 25, 2019, the Planning Commission held a study session to review the updated Design Criteria; and

WHEREAS, on April 2, 2019, two community outreach meetings were held for the public and the other wireless carriers to review the proposed modifications to the Design Criteria, and such meetings resulted in changes in the Design Criteria to address concerns that were brought up in the community outreach meetings; and

WHEREAS, on June 24, 2019, the Planning Commission held a hearing and recommended to the City Council adoption of the updated Design Criteria as set forth in Exhibit A, attached and incorporated by reference herein; and

WHEREAS, the adoption of the updated Design Criteria is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Sections 15061(b)(3) and 15378(b), because it can be seen with certainty that the adoption of these Design Criteria will not have a significant effect on the environment; and

WHEREAS, the City Council desires to update the Design Criteria for processing wireless communication facilities in the public right-of-way.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The above recitals are incorporated herein as findings for approval of the updated Design Criteria for Processing Wireless Communication Facilities in the Public Right-of-Way.
2. The Design Criteria for Processing Wireless Communication Facilities in the Public Right-of-Way, attached hereto as Exhibit A, are hereby adopted and fully replaces the 2013 Criteria for Design Review of Wireless Communication Facilities Located in the Right-of-Way.
3. The City Council finds that this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15378(b).
4. This Resolution shall become effective on July 16, 2019.

Adopted by the City Council at a regular meeting held on July 16, 2019, by the following vote:

AYES: KLEIN, MELTON, LARSSON, HENDRICKS, SMITH, GOLDMAN, FONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:



DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:



LARRY KLEIN
Mayor

APPROVED AS TO FORM:



REBECCA L. MOON
Sr. Assistant City Attorney

Design Criteria for Processing Wireless Communication Facilities in the Public Right-of-Way

RESOLUTION NO. 951-19

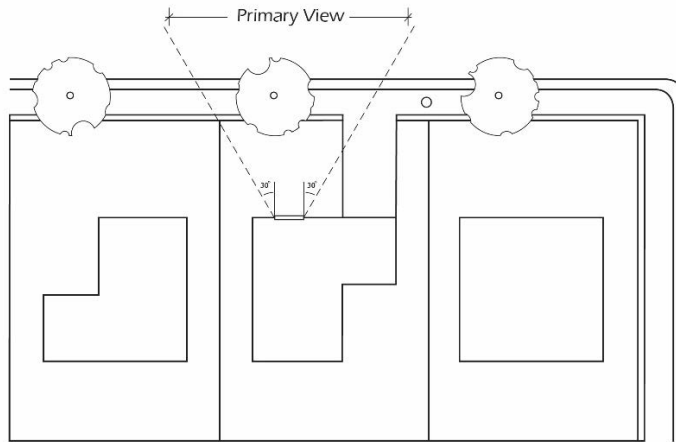
DESIGN CRITERIA FOR PROCESSING WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT OF WAY

I. PURPOSE

The following guidelines are intended to promote the goals and policies of the Sunnyvale General Plan which call for attractive streetscapes and well-designed development that is compatible with surrounding properties. The City recognizes that telecommunication providers have a need to use the public right-of-way to meet the community's needs for wireless service. At the same time, there is a strong public interest in ensuring that unsightly facilities do not create visual blight and detract from the City's goals to create a vital, enjoyable, and comfortable environment for residents and visitors. The guidelines are intended to create objective design criteria that will provide direction to staff and applicants and ensure consistency in the design review process.

II. DEFINITIONS

1. **Antenna** means a cellular device designed to transmit or receive electromagnetic energy to provide wireless service.
2. **Equipment Cabinet** means all associated equipment to which a cellular antenna is attached. Equipment Cabinet includes, but is not limited to, back-up generators, power supply units, remote radio units, cabinets, cables, and connectors.
3. **Least Intrusive Feasible** means that if there is more than one option for location or design that would meet the needs of the applicant to provide wireless service, the chosen option should most closely meet the design criteria in these Guidelines, unless that option is impossible for technical reasons, or is only possible at a cost that would exceed the economic value of the facility such that the requirement would have the effect of prohibiting wireless service.
4. **Residence** means the dwelling unit (single-family, two-family, multiple-family or accessory units) used exclusively for residential purposes.



* Not Drawn To Scale

5. **Primary View** means within the 30-degree cone-of-vision measured from the outside edges of the windows or doors facing the pole and leading from the living room or family room of a residence or first habitable floor of a non-residential building, located on same side of the street as the pole. Bedrooms, offices, hallways, additional living area, patio, balcony, and yards shall not be considered a living room or a family room. Primary view includes view of the pole along the front of an interior property and side (reducible front) of a corner property.
6. **Primary Driveway** is the driveway that leads to the required covered parking or to the main entrance of the house, if the house has more than one driveway.
7. **Small Cell Wireless Facility** has the meaning defined by 47 CFR 1.1312(e)(2).
8. **Wireless Facility** means a wireless communication facility in the public right-of-way.

III. LEVEL OF REVIEW

A. Director of Community Development Review with Notice and No Public Hearing

An application that meets all of the following standards shall be determined without a public hearing by the Director of Community Development, or his or her designee:

1. The proposed Wireless Facility either:
 - a) Meets the definition of a Small Cell Wireless Facility as defined in II.7 of these guidelines;
or
 - b) Does not meet the definition of a Small Cell Wireless Facility but, meet the following,
 - i. The maximum proposed pole height (including the antenna) is no more than 65 feet, or the total height increase of the pole does not exceed 12 feet, whichever is greater;
 - ii. The antenna enclosure is no more than 4.5 cubic feet in volume; and
 - iii. The combined size of pre-existing and proposed equipment cabinets on the pole does not exceed 28 cubic feet in volume.
2. The proposed Wireless Facility is placed on a pole located more than 300 feet from any property line of a public park, public school, or heritage resource or landmark.
3. The proposed Wireless Facility is not located within a Primary View.

4. No new overhead lines (phone or power) will be added to serve the Wireless Facility.
5. The Wireless Facility is located more than 300 feet away from any other wireless facilities located in the public right-of-way.

B. Planning Commission Review

An application that does not meet all of the above standards shall be determined by the Planning Commission.

IV. OBJECTIVE DESIGN CRITERIA

The following criteria shall be used by the Director of Community Development or Planning Commission to determine whether to approve or deny a Design Review application. Applicants should meet the design criteria to the extent feasible and practical. Consistent with federal law, strict compliance with every one of the criteria is not required if doing so would have the effect of prohibiting wireless service. The purpose of these Guidelines is to achieve the Least Intrusive Feasible location and design based on the application of objective aesthetic standards. In addition to these Guidelines, the applicant shall comply with all other applicable federal, state, and local laws, including but not limited to the City's operational noise standards (Sunnyvale Municipal Code 19.42.030). Ground-mounted equipment, if any, must meet applicable ADA requirements and must not obstruct sidewalks or roadways.

A. General Criteria

1. **Primary Views:** The Wireless Facility should not be located within a Primary View.
2. **Over-Concentration:** The Wireless Facility should be located a minimum of 300 feet away from any other wireless facilities located in the public right-of-way.
3. **Visibility/Screening:** The Wireless Facility should be in the Least Intrusive Feasible location in the public right-of-way. Examples of less intrusive locations include, but are not limited to, the following:
 - a. Poles located more than 50 feet from a street corner.
 - b. Poles located next to reducible front yards near the shared property line.
 - c. Poles more than five (5) feet from the primary driveway of a residence.
 - d. Poles adjacent to trees or foliage that provide screening.
4. **Future Undergrounding:** The Wireless Facility should not be placed on a utility pole that is planned for undergrounding by the City. City-owned light poles may be considered in undergrounding areas.
5. **Antennas:** The antennas should be the Least Intrusive Feasible design with regard to appearance and size. Examples of less intrusive designs include, but are not limited to:
 - a. Using the smallest size antenna that is technically feasible and practical.
 - b. The antenna enclosure is no more than 4.5 cubic feet in volume.
 - b. Streamlining the antenna to match the shape, width and color of the pole.

6. **Pole Height:** The maximum proposed pole height (including the antenna) is no more than 65 feet, or the total height increase of the pole does not exceed 12 feet, whichever is greater.
7. **Overhead Lines:** The Wireless Facility should not require new overhead lines (phone or power).
8. **Equipment Cabinets.** Equipment cabinets should be located on a pole, except where ground mounting has less visual impact. For example, ground mounted equipment may be the Least Intrusive Feasible design in a commercial area where the pole is not screened by trees.

B. Pole-Mounted Equipment Cabinets

1. Equipment cabinets should be the Least Intrusive Feasible design with regard to appearance and size. Examples of less intrusive designs include, but are not limited to:
 - a. Using the smallest size equipment cabinet that is technically feasible.
 - b. Minimizing the number of equipment cabinets.
 - c. The combined size of pre-existing and proposed equipment cabinets on the pole does not exceed 28 cubic feet in volume.
 - d. Providing stackable configuration.
 - e. Streamlining the equipment cabinet(s) to match the shape, width, and color of the existing pole.
2. Cables from equipment cabinets that are not concealed from view should be arranged in a neat and orderly manner that avoids a chaotic or jumbled appearance. Conceal all external conduits, conduit attachments, cables, wires and other connectors from public view, to the extent feasible. Rout all cables, wires and other connectors through conduits within the pole whenever possible.

C. Ground-Mounted Equipment Cabinets

1. Ground-mounted equipment cabinet should be the Least Intrusive Feasible design with regard to appearance and size. Examples of less intrusive designs include but are not limited to:
 - a. Using the smallest size equipment cabinet that is technically feasible.
 - b. Using “stealth” design or artistic wrapping, such that it is less conspicuous and can hide or blend into the surrounding area.
 - c. Installing the equipment cabinet underground, if practical and feasible.

Policy 7.2.16 Telecommunications

POLICY PURPOSE:

It is essential that local governments are aware of the impact of emerging telecommunications on cities and on the citizens they serve. The purpose of this policy is to define the City's roles as regulator, service provider and facilitator for telecommunications resources provided to the community. These roles will enable the City, dependent upon available resources, to retain and maintain regulatory authority within the confines of the state and federal legislation over the rights-of-way and public property, to encourage competition, to review opportunities to implement telecommunications technology to deliver City services and provide information, to work with local businesses and industries in leveraging telecommunications technology to maintain the economic vitality of Sunnyvale and to improve quality of life for the community.

POLICY STATEMENT:

It is the policy of the City to:

1. Retain control of public property within the confines of state and federal legislation to regulate telecommunications services provided to Sunnyvale residents.
 - A. Promote retention of the City's regulatory role in telecommunications.
 - 1) Maintain control of use of local public rights-of-way for telecommunications purposes.
 - 2) Exercise local franchising authority related to provision of telecommunications services.
 - 3) Monitor state and federal telecommunications regulatory activities and communicate the City's views and concerns through formal and informal channels.
 - 4) Advocate for the reinstatement of local regulatory authority in the event of loss of effective competition.
 - 5) Support retention of local zoning authority for cellular towers, satellite dish antennas, and other telecommunications equipment, facilities, and structures.
 - B. Advocate symmetrical regulation for all Sunnyvale telecommunications service providers.

COUNCIL POLICY MANUAL

- 1) Promote use of regulatory oversight to restrain monopolistic practices.
 - 2) Establish fair, reasonable, and nondiscriminatory terms and fees for use of Sunnyvale's public rights-of-way for commercial enterprises.
 - 3) Promote delivery of community-oriented services to Sunnyvale residents by stipulating a reasonable percentage of each system be dedicated to the delivery of such services.
- C. Encourage high quality service and service standards for all telecommunications providers.
- 1) Establish service standards within the confines of state and federal legislation and evaluate services to ensure continued high quality customer service and affordable contemporary technology.
 - 2) Advocate Sunnyvale voice telecommunications carriers to provide access to local 911 emergency services at no charge.
 - 3) Advocate Sunnyvale telecommunications carriers to provide access to voice/non-voice relay services at no charge beyond normal usage charges to all Sunnyvale residents.
- D. Advocate for privacy laws and security standards at the state and federal levels which protect Sunnyvale telecommunications users.
- 1) Advocate the establishment of transaction security for financial and personal transactions.
 - 2) Advocate for confidentiality guarantees of all user information unless otherwise consented to by the user, including access information.
 - 3) Encourage telecommunications providers to educate City users about the implications of privacy and information security issues.
 - 4) Advocate the implementation of a "digital signature" standard that reliably identifies the sender and recipient of electronic transactions.
 - 5) Support the implementation, where feasible and appropriate, of established technical standards for authenticity of City documents and information.

COUNCIL POLICY MANUAL

2. Promote universal access to telecommunications services for all Sunnyvale residents.
 - A. Promote universal service and access for every Sunnyvale resident.
 - 1) Support equitable access to public information for all Sunnyvale residents.
 - 2) Support affordable pricing for basic telecommunications services for all consumers.
 - 3) Advocate that the introduction of advanced telecommunications services do not adversely impact basic service rates.
 - 4) Recognize telecommunications needs of special groups, such as the economically disadvantaged, non-English speakers, minorities, the elderly, and individuals with disabilities.
 - 5) Advocate that all Sunnyvale telecommunications service providers equitably share the responsibility and the costs for maintaining universal service.
 - 6) Advocate that the definition of basic universal service be expanded as new services become essential to participation in the social and economic mainstream.
 - B. Promote the opportunity for Sunnyvale residents to acquire the appropriate skills to participate in a technologically advanced society.
 - 1) Encourage Sunnyvale schools to develop programs that help students acquire appropriate telecommunications skills.
 - 2) Promote life-long learning through the use of telecommunications.
 - 3) Facilitate technical training and telecommunications access for all Sunnyvale residents.
3. Use telecommunications to maintain and enhance information resources and services provided to Sunnyvale residents.
 - A. Use telecommunications to provide public information to Sunnyvale citizens, businesses, industries and schools.
 - 1) Ensure that appropriate printed public information currently available to Sunnyvale citizens will remain free of charge in electronic form.

COUNCIL POLICY MANUAL

- 2) Ensure that essential telecommunications services are available on demand for the public interest.
 - 3) Support easy public access to public information to the widest extent possible.
- B. Use telecommunications to improve the City's efficiency and delivery of public services while reducing operating costs.
 - 1) Enhance Sunnyvale's ability to share public information through appropriate implementation of telecommunications technologies.
 - 2) Explore the potential use of telecommuting by City staff where appropriate and economically feasible.
 - 3) Consider projects which link the public with City staff and services including: on-line access to staff reports, electronic access to building codes and permit applications, and City statistics.
 - 4) Use telecommunications technology to enhance emergency services and coordinate emergency preparedness information to residents.
- C. Use telecommunications to enhance the lives of Sunnyvale residents.
 - 1) Support the use of telecommunications services to protect the property and lives of citizens.
 - 2) Encourage the use of advanced telecommunications systems which support community-oriented information dissemination, library services, and educational services.
 - 3) Encourage the use of advanced telecommunications systems to enhance the lives of Sunnyvale citizens through individual choices, better recreational activities, and other community services.
 - 4) Promote the use of telecommunications technology to deliver learning services and resources beyond the classroom and library to Sunnyvale homes, organizations, and businesses.
 - 5) Use telecommunications technology to enhance rather than preclude personal interactions.
4. Promote use of telecommunications technology, where appropriate and within the scope of available resources, to enhance the economic vitality of Sunnyvale.

COUNCIL POLICY MANUAL

- A. Encourage Sunnyvale businesses and industries in leveraging telecommunications technologies to remain competitive.
 - 1) Encourage Sunnyvale businesses to use telecommunications to achieve greater economic competitiveness.
 - 2) Where appropriate, recommend changes to City ordinances, requirements, or procedures to enable telecommunications technology advances.
 - 3) Market telecommunications services to encourage relocation and retention of businesses in Sunnyvale.
 - 4) Promote development of telecommunications-based applications for teaching, learning, training, and retraining Sunnyvale's workforce.
 - 5) Seek the attraction of information-intensive businesses and point-of-sale operations in order to diversify the City's economic base and City revenues.
- B. Encourage Sunnyvale businesses and industries in conducting business with anyone, anywhere, at any time.
 - 1) Support telecommunications research and innovation, where appropriate, in business and government.
 - 2) Encourage State authorities to explore development of construction requirements which include built-in telecommunications features.
- C. Advocate legislation that identifies telecommunications revenue sources for local governments.
 - 1) Pursue alternate revenue sources to offset any potential revenue loss from the use of telecommunications, such as diminished sales taxes.
 - 2) Explore opportunities to increase telecommunications revenues.
- 5. Facilitate the creation of an advanced telecommunications network infrastructure, within given resources, for Sunnyvale residents, businesses, and industries.
 - A. Advocate that the Sunnyvale telecommunications infrastructure is a reliable broadband interactive digital network that will provide advanced telecommunications services for its community members, businesses, industries and schools.

COUNCIL POLICY MANUAL

- 1) Promote creation of a broadband, high-speed digital infrastructure available to all Sunnyvale citizens, businesses, industries, schools and agencies.
 - 2) Encourage development of telecommunications infrastructure and investments to expand telecommunications services available in Sunnyvale.
 - 3) Use interoperable open standards for the City's governmental telecommunications equipment and services.
 - 4) Promote interoperability, efficient interconnection, and adherence to open industry standards for all elements to facilitate City-wide connectivity.
- B. Promote interconnection and common carrier collaboration among Sunnyvale telecommunications providers and the City.
- 1) Encourage infrastructure joint ventures to maximize the value of telecommunications information to consumers.
 - 2) Advocate fair and equitable consumer billing practices among multi-carrier providers.
 - 3) Promote the concept of a single address for each user, when economically and technically feasible, regardless of location or service provider.
 - 4) Support coordination of a shared common grid of telecommunications systems for education, health care, public agencies, social services, justice and economic development.
 - 5) Seek opportunities for partnerships and collaborations with the private sector to obtain equity in the telecommunications infrastructure to reduce City costs and improve municipal services.
- C. Promote a telecommunication system designed to stimulate competition and innovation.
- 1) Encourage fair, open competition among telecommunications service providers to increase the quality and variety of services.
 - 2) Promote provision of an open platform for innovation by local content and services providers.

COUNCIL POLICY MANUAL

(Adopted: RTC 96-042 (2/13/1996); (Clerical/clarity update, Policy Update Project 7/2005))

Lead Department: Information Technology Department