Appendix B: Parking Agreement, Transportation Demand Management Plan, Site Plan, Email Communication regarding Valet Parking
This Parking Agreement ("Agreement") is made this _____ day of ______________ (“Effective Date”), by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and Almaden Corner, LLC, a California company authorized to do business in California (“Developer”). Each of City and Developer are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Developer has plans to build a hotel consisting of 272 hotel rooms (“Hotel”); and

WHEREAS, the Hotel will be located on a 0.2 acre site on the southwest corner of the block bounded by West Santa Clara Street, North Almaden Boulevard, Carlyle Street, and Notre Dame Avenue; and

WHEREAS, construction activity associated with the Hotel is tentatively scheduled to occur approximately between May 2020 and May 2022; and

WHEREAS, the Hotel development will not include onsite parking; and

WHEREAS, Developer wishes to secure access to parking permits to satisfy various parking requirements which will enable the Hotel to provide Hotel guests access to proximate parking; and

WHEREAS, City and Developer have had discussions regarding the Hotel development in Downtown San José, and the Developer has requested assistance from the City with providing parking on a long term basis for Hotel guests; and

WHEREAS, City and Developer now desire to enter into this Agreement to set forth the terms and conditions pursuant to which City will issue up to forty-one (41) parking permits to Developer for use by Hotel to park in the Market/San Pedro Square Garage for up to thirty (30) years; and

WHEREAS, City’s Director of the Department of Transportation (“Director”), or designee, is charged with the administration of this Agreement.

NOW THEREFORE, in consideration of the mutual conditions and covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:
SECTION 1. DEFINITIONS

For the purposes of this Agreement, the definitions in this Section 1 shall govern the application and interpretation of this Agreement.

A. Hotel means the planned hotel to be located at 8 N. Almaden Boulevard and currently planned to contain 272 guest rooms.

B. Market/San Pedro Square Garage or Parking Facility means the municipal off-street parking facility currently owned by City and situated in San José in the block bounded by Santa Clara Street, Market Street, Saint John Street, and San Pedro Street, located at 45 North Market Street.

C. Monthly Rate means the parking rate required to be paid by the Developer to the City under this Agreement for each Parking Permit as further described in Section 4.

D. Operator means the person or entity under a written agreement with the City to manage and operate the Parking Facility on behalf of the City. The current Operator of the Parking Facility is SP Plus (SP+) and may be changed from time to time at the sole discretion of City.

E. Parking Permit means the credential or electronic access issued by the City to the Developer to access and park in the Parking Facility pursuant to this Agreement.

F. Permit Holders means all persons or entities which hold one or more valid permits to park in the Parking Facility.

F. Phase I Development Holding Period means the period that commences on the Effective Date, as described in Section 4, where the Developer shall pay City the Prevailing Market Rate for each Parking Permit to be issued during the Phase II Hotel Occupancy Period. Concurrent with the commencement of the Phase I Development Holding Period, the Parties shall execute a one-page form as set forth in Exhibit A setting forth and confirming the commencement and expiration dates of the Phase I Development Holding Period.

G. Phase II Hotel Occupancy Period means the period commencing immediately following the expiration of the Phase I Development Holding Period and continuing through the remaining Term of this Agreement where Developer is required to pay City for use of the Parking Permits as outlined in Section 4.

H. Prevailing Market Parking Rate means the monthly permit rate for access exclusively to the Market/San Pedro Square Garage outlined in the Master Parking Rate Schedule which may be amended from time to time.
SECTION 2. TERM

This Agreement shall commence on the Effective Date and be broken into two phases as outlined below, but in no case shall the total term of the agreement extend beyond 35 years from the Effective Date.

Phase I Development Holding Period shall be initiated upon the commencement of the Agreement on the Effective Date until such time as the Hotel receives its Certificate of Occupancy from the City. This period of time shall provide Developer sufficient time to finalize development plans and construction of the Hotel. The maximum term for the Phase I Development Holding Period shall be five (5) years.

Phase II Hotel Occupancy Period shall commence upon the City’s issuance of the Certificate of Occupancy and shall expire ten (10) years after the commencement of the Phase II Hotel Occupancy Period (Initial Term).

Following the Initial Term, Developer shall have two (2) 10-year options to extend the Term, exercisable by giving notice pursuant to Section 12 herein to City no later than ninety (90) days prior to the expiration of the Initial Term or extended Term as the case may be, with the number of permits to be issued to Hotel during any of the two option terms determined as outlined in Section 3.C below.

SECTION 3. USE OF PARKING FACILITY

A. Parking Use. The Parking Permits issued by City to Developer under this Agreement are a non-exclusive license to park only, and shall be used solely by Developer for the parking of motor vehicles by Hotel guests in the Parking Facility during the Term of the Agreement and under the terms and conditions herein. Permit Holders may park in any parking spaces within the Parking Facility which are opened to Parking Permit holders.

B. Number of Parking Permits. City will provide the Developer Parking Permits in amounts specified by Developer from time to time, up to a total of Forty-One (41) Parking Permits during the Phase II Hotel Occupancy Period of this Agreement. Hotel shall provide City notification no later than November 1st of each year specifying the number of Permits for the upcoming year.

C. Number of Permits in Option Years. During any of the subsequent option terms outlined in Section 2 above, the number of permits issued to Hotel by City shall be determined by the average utilization of Parking Permits over the prior year, and consistent with City parking codes in effect at time of extension. For example, if during year 10 of the Initial Term of Phase II, the average utilization of the 41 Parking Permits issued to Hotel for that year is 35, then the number of Parking Permits to be issued for the upcoming option year may not exceed 35, so long as that number does not conflict with any City parking codes in effect at that time. During any option year, and based on mutual consent, the number of Parking Permits may be increased back up to no more than 41, based on demonstrated need and occupancy data supporting the request.
D. **Valet Operations.** City may, at its sole discretion, institute a stack/valet parking operation at the Parking Facility. A stack/valet operation may require the Permit Holder to leave the key with the Operator for each motor vehicle that parks in the Parking Facility and the Operator shall have the right to park and move the vehicle as part of the stack/valet operation. The Developer or Hotel, including all Permit Holders, under this Agreement shall be obligated to participate in a stack/valet parking operation in the event the City institutes such operation.

E. **Programmed Upgrades.** City shall have the right, at its sole discretion, to make any regular programmed repairs, upgrades, or improvements to the Parking Facility during the Term of this Agreement. If the City determines any repairs, upgrades or improvements are warranted to the Parking Facility that may impact the use of the Parking Facility by Developer or Hotel Permit Holders, City will provide written notice describing (i) the anticipated repairs, upgrade, or improvements to be completed at the Parking Facility, (ii) the anticipated length of the work, and (iii) the temporary relocation of the Permit Holders to another available parking facility located within 0.5 miles of the intersection of Market Street and W. Santa Clara Street located in Downtown San José, as depicted in Exhibit C, for the duration of the work. City shall provide at least sixty (60) days advance written notice of relocation of any Permit Holders pursuant to this Section 3.F. The Permit Holders shall be required to temporarily park in the designated parking facility for the length of time determined by the City is necessary for the City to make or cause to make any repairs, upgrades, or improvements, and under the same terms and conditions of this Agreement.

F. **Redevelopment/Reconstruction of Parking Facility.** City shall have the right, at its sole discretion, to redevelop, reconstruct, or otherwise improve the Parking Facility at any time during the Term of this Agreement. If the City determines, in its sole discretion, to redevelop, reconstruct or otherwise improve the Parking Facility which would prohibit use of the Parking Facility by Permit Holders, City will provide written notice to Developer describing (i) the anticipated redevelopment, reconstruction or improvements to be completed at the Parking Facility site, (ii) the anticipated length of the work, and (iii) the temporary or permanent relocation of the Permit Holders to another available parking facility located within 0.5 miles of the intersection of Market Street and W. Santa Clara Street located in Downtown San José, as depicted in Exhibit C. City shall provide at least one (1) year advance written notice of relocation of any Permit Holders pursuant to this Section 3.E. The Permit Holders shall be required to temporarily or permanently park in the designated parking facility for the length of time or remaining term of the agreement as determined by the City is necessary for the redevelopment, reconstruction, or improvements, and under the same terms and conditions of this Agreement.

G. **Emergency Repairs.** City shall also have the right, at its sole discretion to make any emergency repairs, emergency upgrades, or emergency improvements to the Parking Facility during the Term of this Agreement without any prior notice to Developer. If City determines, in its sole discretion, any emergency repairs, emergency upgrades or emergency improvements to the Parking Facility is required which would prohibit use of the Parking Facility by Permit Holders, the Permit Holders may be required to temporarily park in another designated parking facility within .5 mile of the intersection of Market Street and W. Santa Clara Street located in Downtown San José, as depicted in Exhibit C, for the length of time determined by the City is necessary for the City to make or cause to make any emergency repairs, emergency upgrades, or emergency improvements, and under the same terms and conditions of this Agreement.
SECTION 4. PARKING RATES

A. PHASE I DEVELOPMENT HOLDING PERIOD

Subject to the terms and conditions herein, Developer is required to make payments to City on an annual basis based on the Monthly Rate multiplied by the forty-one (41) Parking Permits which will be issued during Phase II Hotel Occupancy Period. The maximum period of Phase I shall be sixty (60) months from the commencement date of the Phase I Development Holding Period. For example, if the Phase I Development Holding Period commences on January 1, 2020, Developer shall pay City the Monthly Rate x 41 (permits) x 12 months for the period of January 1, 2020 to December 31, 2020.

If the City issues Developer the Certificate of Occupancy following January of any subsequent year during the Phase I period, the City shall apply the pro-rated amount paid for that year toward the amount due during the Phase II Hotel Occupancy Period outlined below.

B. PHASE II HOTEL OCCUPANCY PERIOD

Developer shall notify the City’s Department of Transportation within five (5) business days upon receipt of the Hotels Certificate of Occupancy which shall trigger the execution of the Confirmation of Phase II Hotel Occupancy Period (Exhibit B). Developer shall pay City in advance on an annual basis the full value of each Parking Permit issued by City to Developer under this Agreement at the Monthly Rate, set forth below, as it may be adjusted as specified in this Agreement. The initial Phase II payment shall be made prior to the first day of the Phase II Hotel Occupancy Period pro-rated through December of that calendar year. Ongoing payments shall be made before the first day in January during the Phase II Hotel Occupancy Period. Payments shall be made by wire transfer to a designated City bank account or in the form of a check, cashier’s check, or other immediately available fund sent to the City at the address set forth in the Notice provision below.

C. MONTHLY RATE

Developer shall pay to the City on an annual basis under this Agreement during the Phase I Period and the Phase II Period at the following rates:

1. Commencement of Phase I Development Holding Period:

   The annual rate shall be computed by taking the then current Monthly Rate for parking in the Market San Pedro Street Garage as outlined in the City’s Master Parking Rate Schedule and effective on January 1st of each year. At the commencement of the Phase I Development Holding Period and annually thereafter, the City will review the Master Parking Rate Schedule and determine the annual rate and notify the Developer by providing an invoice to Developers attention as outlined in Section 12 (Notices).
2. Commencement of the Phase II Hotel Occupancy Period:

During the initial ten (10) year period of the Phase II Hotel Occupancy Period, and each of the subsequent ten (10) year option periods thereafter during the Term of this Agreement, the Monthly Rate to be paid by Developer for each Parking Permit shall be the greater of the following rates:

a. The base Monthly Rate shall be one hundred fifty dollars ($150.00) and shall be increased annually by 3.5% to compute the annual fee. See Exhibit D, or

b. The Monthly Rate shall be equivalent to the regular monthly rate set forth in the City’s Master Parking Rate Schedule for the Parking Facility as established by the San José City Council, as it may be adjusted over time. Under this option, Developer would pay the City for each Parking Permit based on the regular monthly rate set forth by the City Council for the Parking Facility, and then increased annually by 3.5%.

3. City shall send a written notice and invoice to Developer by November 15th of each year of the Phase II Hotel Occupancy period setting forth the calculations of the monthly rates under Sections 4.C.2(a) and 4.C.2(b) above and informing Developer of the calculations to be used to set the Monthly Rate for the applicable year.

D. LATE CHARGES

Developer recognizes that late payment of all monies due under this Agreement will result in administrative and other additional expenses to City, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Developer therefore agrees that if payment due hereunder from Developer to City remains unpaid fifteen (15) days after payment is due, Developer shall pay to City a one-time late charge equal to five percent (5%) of the delinquent amount owed to City. Developer agrees that such amount is a reasonable estimate of the loss and expense to be suffered by City as a result of such late payment by Developer and may be charged by City to defray such loss and expense. The provisions of this Section in no way relieve Developer of the obligation to pay City any amount on or before the date on which they are due, nor do the terms of this Section in any way affect City’s remedies under this Agreement in the event any amount is unpaid after the due date.

SECTION 5. TERMINATION

A. Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, provided such termination is consistent with the Conditions of Approval for the Hotel. Unless the Parties agree otherwise, the termination shall become effective ninety (90) days after the written agreement to mutually terminate.

B. Force Majeure. In the event that the Parking Facility is damaged by a Force Majeure Event rendering the Parking Facility totally inaccessible or unusable or more than fifty percent (50%) of the parking spaces dedicated for monthly parking are inaccessible or unusable, as determined by City during the Term of this Agreement for a period of at least one year, City may terminate this Agreement by giving Developer seven (7) days written notice thereof. In
the event of termination by City under this paragraph 5.B., Developer shall be refunded all Parking Permit fees and deposits paid in advance, subtracting any fees or charges owed to City, for each day that the Parking Facility was inaccessible or unusable before the date of termination. If said spaces are anticipated to be totally inaccessible or unusable for less than one year, City shall provide for the temporary or permanent relocation of the Permit Holders to another available parking facility located within 0.5 miles of the intersection of Market Street and W. Santa Clara Street located in Downtown San Jose, as depicted in Exhibit C.

C. **Taking by Eminent Domain.** If the real property where the Parking Facility is located is partially or wholly taken by eminent domain, or is the subject of a pending taking which has not been consummated, City shall immediately notify Developer in writing of the event. In this event, this Agreement shall be terminated not sooner than forty-five (45) days prior to consummation of the taking. On termination of this Agreement under this Section 5.C., neither party shall have any rights or responsibilities to the other as of the date of termination, except for those obligations that incurred prior to the date of termination or survive termination.

D. **For Cause.** In the event that either of the Parties fails to perform any terms, conditions, or obligations under this Agreement, in addition to all other remedies provided by law, either Party may terminate this Agreement for cause upon written notice of not less than forty-five (45) days.

**SECTION 6. PARKING RULES AND REGULATIONS**

In its use of the Parking Facility, Developer shall cause its Permit Holders to comply, with any rules and regulations established by City (“Rules”). City may modify or amend such Rules from time to time and Developer shall not have any right to approve or consent to any change in the Rules.

**SECTION 7. INDEMNITY AND HOLD HARMLESS**

Developer shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising from or as a result of the death of any person or any accident, injury, loss or damage caused to any person or to the property of any person which shall occur on the Parking Facilities due to the willful or negligent acts (active to passive) or omissions by Developer, its officers, employees or agents, under this Agreement. This indemnity provision shall survive the expiration or sooner termination of this Agreement.

**SECTION 8. WAIVER**

City’s failure, or Developer’s failure, to enforce any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such terms, covenants or conditions, or any subsequent breach of same, or any other term, covenant or condition contained herein.

**SECTION 9. ASSIGNMENT OR TRANSFER**

This Agreement, including any rights and/or obligations hereunder, may not be assigned or transferred in whole or in part by Developer during the Phase I Development Holding Period except by prior written consent of the City, which shall not be unreasonably withheld. This
restriction shall not apply to an assignment or transfer to an entity controlled by Developer, nor to an entity controlled by Spur Side, LLC provided in each case the assignee or transferee agrees in writing to be subject to this Agreement and bound by all terms, condition, and obligations herein. During the Phase II Hotel Occupancy Period, this Agreement may be assigned by Developer and/or its assignees or transferees without requiring consent from the City, provided that any assignee or transferee agrees in writing to be subject to this Agreement and bound by all terms, condition, and obligations herein. Any attempted assignment or other transfer of this Agreement by Developer in violation of this Section 9 shall be void. City may assign or transfer this Agreement to any third party provided that City obtains a written agreement from the assignee or transferee that the assignment or transfer is subject to this Agreement and the assignee or transferee shall assume all terms, conditions, and obligations of the Agreement. City shall have no obligations under this Agreement as of the effective date of such assignment or transfer, except to transfer all security deposits to assignee or transferee.

**SECTION 10. GOVERNING LAW**

The law governing this Agreement shall be that of the State of California.

**SECTION 11. COMPLIANCE WITH LAW**

The Parties shall comply with all laws, regulations, and ordinances.

**SECTION 12. NOTICES**

Any notice which is required to be given hereunder, or which either the City or Developer may desire to give to the other, shall be in writing and may be personally delivered or mailed by registered or certified United States mail, postage prepared, to the following addresses:

**To CITY:**
City of San Jose - Department of Transportation  
200 E. Santa Clara Street, 8th Floor Tower  
San Jose, CA 95113  
ATTN: Parking Division Manager

**To DEVELOPER:**
Almaden Corner, LLC  
c/o KT Urban  
21710 Stevens Creek Blvd #200  
Cupertino, CA 95014  
Attn: Mark Tersini  
Phone: (408) 257-2100

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the U.S. mail.
SECTION 13. NONDISCRIMINATION

Neither City nor Developer shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 14. GIFTS

A. The Parties acknowledge the prohibition against the acceptance of any gift by a City officer or designated employee, and the prohibition against the acceptance of any gift by judicial officers, executives, or employees.

B. The Parties agree not to offer any gift as prohibited.

SECTION 15. CAPTIONS

The article and paragraph captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

SECTION 16. TIME OF ESSENCE

Time is of the essence with respect to the performance of each and every provision of this Agreement.

SECTION 17. SEVERABILITY

If one or more of the provisions contained herein is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

SECTION 18. VENUE

In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in a United States District Court for the Northern District of California, San José, California.

SECTION 19. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added, except by an agreement in writing signed by the Parties.

SECTION 20. FORCE MAJEURE

A. “Force Majeure Event” shall be defined as any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil
disturbances or riots, litigation brought by third parties against either the City or Developer or both, or any governmental order or law which causes an interruption in the operation of the Parking Facility.

B. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section 20 shall notify the other Parties within ten (10) days of the affected Party’s knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

SECTION 21. REPRESENTATION AND WARRANTY

The Parties represent and warrant that they have the power and authority to enter into this Agreement, and that the appropriate governing body and/or officers have approved such power and authority to enter into this Agreement and bind the Parties, that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred by the appropriate governing body, and that the individual(s) executing this Agreement is duly authorized to do so.

City makes no warranty or representation on the condition of the Parking Facility and whether any repairs, upgrades, or improvements may be required during the Term that may impact this Agreement. City is providing the parking spaces in the Parking Facility to Developer in an “As Is” physical condition. Subject to appropriation of the City Council and available funding, City will provide routine maintenance of the Parking Facility in the same manner as other comparable parking facilities in Downtown San José.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written:

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By__________________________________________

Name:________________________________________

Title:________________________________________

“DEVELOPER”

Almaden Corner, LLC

By__________________________________________

By__________________________________________
EXHIBIT A

CONFIRMATION OF PHASE 1 DEVELOPMENT HOLDING PERIOD
UNDER PARKING AGREEMENT
BETWEEN THE CITY OF SAN JOSE
AND
ALMADEÑ CORNER, LLC
FOR THE USE OF THE MARKET/SAN PEDRO SQUARE GARAGE

This Confirmation of the Phase 1 Development Holding Period is made and entered into as of ___________, 20__., by and between the City of San José, a municipal corporation of the State of California (“City”), and Almaden Corner, LLC (“Developer”).

RECITAL

WHEREAS, City and Developer entered into an agreement on _______________ entitled “Parking Agreement Between the City of San José and Almaden Corner, LLC” (“Agreement”); and

WHEREAS, the Agreement sets forth the terms and conditions pursuant to which City will issue Parking Permits to Developer for use by the planned Hotel in the Market/San Pedro Square Garage, as defined in the Agreement; and

WHEREAS, the parties desire to enter into this Confirmation of Phase I Development Holding Period pursuant to the Agreement to set forth the commencement and expiration dates of the Phase I Development Holding Period;

The Parties agree as follows:

The Phase I Development Holding Period, as defined in the Agreement, commenced on _____ (insert date)______, and shall expire on _____ (insert date)______.

Almaden Corner, LLC

By_______________________________
Name:
Title:

City of San Jose, a municipal corporation

By_______________________________
Name:
Title:
EXHIBIT B

CONFIRMATION OF PHASE II HOTEL OCCUPANCY PERIOD
UNDER PARKING AGREEMENT
BETWEEN THE CITY OF SAN JOSE
AND
ALMADEL CORNER, LLC
FOR THE USE OF THE MARKET/SAN PEDRO SQUARE GARAGE

This Confirmation of Phase II Hotel Occupancy Period is made and entered into as of ____________, 20__, by and between the City of San José, a municipal corporation of the State of California ("City"); and Almaden Corner, LLC ("Developer").

RECITAL

WHEREAS, City and Developer entered into an agreement on ________________ entitled “Parking Agreement Between the City of San José and Almaden Corner, LLC” ("Agreement"); and

WHEREAS, the Agreement sets forth the terms and conditions pursuant to which City will issue up to forty-one (41) parking permits to Developer for use by its planned Hotel to park in the Market/San Pedro Square Garage, as defined in the Agreement; and

WHEREAS, the parties desire to enter into this Confirmation of Phase II Hotel Occupancy Period pursuant to the Agreement to set forth the commencement and expiration dates of the Phase II Hotel Occupancy Period;

The Parties agree as follows:

The Phase II Hotel Occupancy Period, as defined in the Agreement, commenced on ____________ (insert date)_______, and shall continue through the remaining Term of the Agreement.

Almaden Corner, LLC

By ____________________________
Name:
Title:

City of San Jose, a municipal corporation

By ____________________________
Name:
Title:
EXHIBIT D

PHASE II HOTEL OCCUPANCY PERIOD
BASE ANNUAL FEE SCHEDULE

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30 Year Total $3,809,753.58
MEMORANDUM

From: Ben Huie, Kimley-Horn and Associates, Inc.
       Frederik Venter, Kimley-Horn and Associates, Inc.
To: Mark Tersini, KT Urban
Date: June 21, 2019
Re: Proposed TDM Plan for Almaden Hotel in San Jose, CA

1. Introduction

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by KT Urban to prepare a transportation demand management (TDM) plan for the proposed hotel project on the northeast corner of Almaden Boulevard and Santa Clara Street in the City of San Jose (City). The proposed hotel would consist of 272 guest rooms and a valet parking service with no on-site parking. The project is proposing a TDM plan to reduce the number of vehicle trips generated by the project and the parking spaces needed by the project. This memorandum describes the potential reductions in vehicle and parking demand due to location, adjacent uses, and infrastructure, and the proposed TDM measures to reduce the project’s trip and parking generation.

2. Project Location

The proposed hotel would be located on the northeast corner of the intersection of Santa Clara Street and Almaden Boulevard, as shown in Figure 1.

Figure 1 – Project Location

Source: Google Maps
3. Existing Conditions

The following describes the existing transportation network near the project site including pedestrian, bicycle, transit facilities as well as existing public parking locations.

Existing Pedestrian Facilities

Sidewalks are mostly provided throughout the vicinity of the project site to allow pedestrians access to nearby transit stops, commercial uses, office uses and event centers. There are existing sidewalks and crosswalks present for the majority of the area surrounding the project along Santa Clara Street and Almaden Boulevard. Pedestrians can access the San Jose Diridon Station and the SAP Center to the west using sidewalks along Santa Clara Street. Access to the San Jose Convention Center to the south is provided by sidewalks located along Almaden Boulevard. Access to San Pedro Square Market is provided by sidewalks located along Santa Clara Street and San Pedro Street. Therefore, pedestrian facilities adjacent to the project site provides good connectivity to the major land uses surrounding the proposed project.

Existing Bicycle Facilities

Figure 2 shows existing bicycle facilities within the study area.

Class I bicycle paths are provided throughout the City of San Jose. The following is a list of the Class I bicycle paths near the study area:

- Los Gatos Creek Trail between St John Street and Santa Clara Street
- Guadalupe River Trail between northern San Jose to south of Interstate-280

Class II bicycle lanes are provided throughout the City of San Jose. The following is a list of the Class II bicycle lanes near the study area:

- 3rd Street between Jackson Street and south of Keyes Street
- 4th Street between Jackson Street and Reed Street
- Almaden Boulevard between St John Street and Woz Way
- Autumn Parkway between Coleman Avenue and Julian Street
- Autumn Street between Santa Clara Street and Park Avenue
- Cahill Street between Crandall Street to San Fernando Street
- Montgomery Street between Park Avenue and San Carlos Street
- Notre Dame Avenue between St John Street and Santa Clara Street
- Park Avenue between Market Street and Bellomy Street
- Santa Clara Street between Notre Dame Avenue and Stockton Avenue
- San Fernando Street between Cahill Street and 11th Street

Class III bicycle routes are provided throughout the City of San Jose. The following is a list of the Class III bicycle routes near the study area:

- 1st Street between John Street and San Salvador Street
- 2nd Street between John Street and San Carlos Street
- John Street between Almaden Boulevard and 2nd Street
- San Carlos Street between Woz Way and 4th Street
**Existing Transit Facilities**

Santa Clara Valley Transportation Authority (VTA), Caltrans, Monterey-Salinas Transit (MST), Altamont Corridor Express (ACE) and Amtrak provides service within the City of San Jose. The existing transit services within the study area are shown in Figure 3 and described in this section.

**VTA BUS SERVICES**

VTA has multiple bus routes near the project site and throughout the City of San Jose. Many routes (such as Route 23, 66, 72, etc.) operate near the project site but do not have bus stops located within walking distance. Therefore, only routes with bus stops located within walking distance (¼ mile radius) of the proposed project area are described in this section.

**Route 22** is a local bus service that operates between the Palo Alto Transit Center to the Eastridge Transit Center. In the vicinity of the project site, Route 22 runs on Santa Clara Street. On weekdays, Route 22 operates between 3:20 AM and 4:16 AM (of the following day) at approximately 15-minute to 80-minute headways. On Saturdays, Route 22 operates between 3:23 AM and 4:12 AM (of the following day) at approximately 15-minute to 80-minute headways. On Sundays, Route 22 operates between 3:21 AM and 4:09 AM (of the following day) at approximately 15-minute to 80-minute headways. Near the project site, there are bus stops along Santa Clara Street at Delmas Avenue, Almaden Boulevard, Almaden Avenue, and Market Street.

**Route 63** is a local bus service that operates between San Jose State University to the intersection of Almaden Expressway and Camden Avenue in San Jose, CA. In the vicinity of the project site, Route 63 runs on San Fernando Street. On weekdays, Route 63 operates between 6:13 AM and 10:24 PM at approximately 30-minute to 120-minute headways. On Saturdays, Route 63 operates between 7:50 AM and 7:39 PM at approximately 60-minute headways. On Sundays, Route 63 operates between 8:48 AM and 5:38 PM at approximately 60-minute headways. Near the project site, there are bus stops along San Fernando Street at Almaden Boulevard and Almaden Avenue.

**Route 64** is a local bus service that operates between the Almaden Light Rail Station to the intersection of McKee Road and White Road in San Jose, CA. In the vicinity of the project site, Route 64 runs on San Fernando Street. On weekdays, Route 64 operates between 5:22 AM and 11:22 PM at approximately 15-minute to 60-minute headways. On Saturdays, Route 64 operates between 6:26 AM and 11:04 PM at approximately 20-minute and 60-minute headways. On Sundays, Route 64 operates between 6:51 AM and 10:03 PM at approximately 30-minute and 60-minute headways. Near the project site, there are bus stops along San Fernando Street at Almaden Boulevard and Almaden Avenue.

**Route 65** is a local bus service that operates between the intersection of Kooser Road and Blossom Hill Road and the intersection of Hedding Street and 13th Street in San Jose, CA. In the vicinity of the project site, Route 65 runs on San Fernando Street. On weekdays, Route 65 operates between 5:45 AM and 7:57 PM at approximately 45-minute and 60-minute headways. Route 65 does not operate on the weekends. Near the project site, there are bus stops along San Fernando Street at Almaden Boulevard and Almaden Avenue.
Route 68 is a local bus service that operates between the Gilroy Transit Center and the San Jose Diridon Transit Center. In the vicinity of the project site, Route 68 runs on Santa Clara Street. On weekdays, Route 68 operates between 4:00 AM and 1:26 AM (of the following day) at approximately 15-minute and 60-minute headways. On Saturdays, Route 68 operates between 5:44 AM and 1:31 AM (of the following day) at approximately 20-minute and 60-minute headways. On Sundays, Route 68 operates between 5:44 AM and 1:20 AM (of the following day) at approximately 20-minute and 60-minute headways. Near the project, there are bus stops along Santa Clara Street at Delmas Avenue, Almaden Boulevard, Almaden Avenue, and Market Street.

Route 81 is a local bus service that operates between the intersection of Akron Road and McCord Avenue in Mountain View, CA and San Jose State University. In the vicinity of the project site, Route 81 runs on San Fernando Street. On weekdays, Route 81 operates between 6:06 AM and 9:04 PM at approximately 20-minute to 70-minute headways. On Saturdays, Route 81 operates between 9:12 AM and 6:14 PM at approximately 60-minute headways. Route 81 does not operate on Sundays. Near the project site, there are bus stops along San Fernando Street at Almaden Avenue and Almaden Boulevard.

Route 168 is a local bus service that operates between the Gilroy Transit Center and the San Jose Diridon Transit Center. In the vicinity of the project site, Route 168 runs on Santa Clara Street. On weekdays, Route 168 operates in the AM peak period between 5:32 AM and 8:55 AM in the northbound direction and in the PM peak period between 3:40 PM and 7:07 PM in the southbound direction at approximately 15-minute to 35-minute headways. Route 168 does not operate on weekends. Near the project, there is a bus stop at the intersection of Santa Clara Street and Almaden Boulevard.

Route 181 is a local bus service that operates between the Warm Springs Bart Station and the San Jose Diridon Transit Center. In the vicinity of the project site, Route 181 runs on San Fernando Street and Almaden Boulevard. On weekdays, Route 181 operates between 5:38 AM and 12:43 AM (of the following day) at approximately 15-minute to 60-minute headways. On Saturdays, Route 181 operates between 6:45 AM and 12:39 AM (of the following day) at approximately 20-minute to 45-minute headways. On Sundays, Route 181 operates between 7:17 AM and 12:44 AM (of the following day) at approximately 20-minute to 60-minute headways. Near the project, there is a bus stop at the intersection of San Fernando Street and Almaden Avenue.

Route 201 is the Downtown Area Shuttle (DASH) that operates between the San Jose Diridon Transit Center and San Jose State University. On weekdays, Route 201 operates between 6:35 AM and 9:28 PM at approximately 5- to 30-minute headways. Route 201 does not operate on weekends. In the vicinity of the project, Route 201 runs on San Fernando Street and there are bus stops along San Fernando Street at Almaden Boulevard and Almaden Avenue.

VTA LIGHT RAIL TRANSIT (LRT)

Line 902 is the Mountain View–Winchester Avenue light rail train (LRT) which operates between Downtown Mountain View and Winchester Avenue in Campbell. The closest LRT stations to the project site are the San Fernando and Santa Clara Stations. Both stations are within ½ mile of the project site. The San Fernando Station is located to the west while the Santa Clara Station is located to the east of the project site. On weekdays, Line 902 operates between 4:43 AM and 12:41 AM (of the following day) at approximately 15-minute to 30-minute headways. On Saturdays and Sundays, Line 902 operates between 6:00 AM and 12:44 AM (of the following day) at approximately 30-minute headways.
SAN CRUZ METRO

Highway 17 Express is an Amtrak Thruway bus that provides service between the Santa Cruz Metro Center and San Jose State University. In the vicinity of the project site, Highway 17 Express runs on Santa Clara Street. On weekdays, Highway 17 Expressway operates between 4:40 AM to 11:41 PM at approximately 20-minute to 40-minute headways. On weekends, Highway 17 Expressway operates between 6:52 AM to 10:57 PM at approximately 30-minute to 60-minute headways. Near the project site, there are bus stops along Santa Clara Street at Almaden Boulevard, Almaden Avenue, and Market Street.

MST BUS SERVICES

Route 55 is an Amtrak Thruway express bus that provides service between the San Jose Diridon Transit Station and the City of Monterey. In the vicinity of the project site, Route 55 runs on San Fernando Street. On weekdays, Route 55 operates between 8:29 AM to 5:20 PM. On weekends, Route 55 operates between 9:55 AM to 9:15 PM. There is a bus stop located at the intersection of San Fernando Street and Almaden Avenue near the project site.

Route 86 is an Amtrak Thruway bus that provides service between the San Jose Diridon Transit Station and the King City Mee Memorial Hospital. In the vicinity of the project site, Route 86 runs on San Fernando Street. On weekdays, Route 86 operates between 4:38 AM to 10:15 PM. On weekends, Route 86 operates between 6:05 AM to 9:55 PM. There is a bus stop located at the intersection of San Fernando Street and Almaden Avenue near the project site.

CALTRAIN

Caltrain provides commuter-heavy rail services between San Francisco County and Santa Clara Country. The nearest Caltrain station to the project site is the Diridon Station located approximately 0.5 miles west of the project site. The current 2019 schedule shows that during the weekday AM peak, the Diridon Station is served by three northbound Baby Bullet trains, five northbound limited-stop trains, three southbound Baby Bullet trains, five southbound limited-stop trains, and one southbound local train. During the weekday PM peak, the station is served by four northbound Baby Bullet trains, six northbound limited-stop trains, two southbound Baby Bullet Trains, three southbound limited-stop trains, and one southbound local train. At the Diridon Station, there are connections to VTA bus routes 63, 64, 65, 68, 168, 181, and 201, MST routes 55 and 86, San Mateo Metro Highway 17 Express bus, and the Tamien/San Jose Diridon Shuttle.

The Tamein/San Jose Diridon Shuttle provides shuttle service between the Tamien Caltrain Station and the San Jose Diridon Caltrain Station. In the vicinity of the project, the shuttle operates along San Fernando Street. It operates only on weekends from 8:11 AM to 10:17 PM. The shuttle stops only at the San Jose Diridon and Tamien Caltrain station with no stops in between.

Existing Parking Locations

Existing parking facilities adjacent to the project site were identified and shown in Figure 4. As shown in Figure 4, public parking facilities are available within walking distance of the project site. Parking lots adjacent to the project sight include the Commonwealth/Comerica Garage, Almaden Financial Plaza, 10 Almaden Garage, and the 225 W Santa Clara Garage.
4. Proposed TDM Program Elements

The following summarizes an initial approach to the proposed TDM program for the proposed project. It is assumed that the TDM program will be refined over time to adapt to changing transportation trends and to maximize the efficiency of the program. The TDM program is specifically designed to focus on incentives for hotel employees and guests to participate in the program rather than penalties for not participating. An initial set of TDM measures are proposed for the Almaden Hotel project and is summarized in Table 1.

### Table 1. Proposed TDM Measure Summary

<table>
<thead>
<tr>
<th>TDM Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location-Based</strong></td>
<td></td>
</tr>
<tr>
<td>Proximity to Pedestrian Facilities</td>
<td>There exist sidewalks on the adjacent streets to the project (e.g. Almaden Boulevard, Santa Clara Street, and Notre Dame Avenue). In addition, there are crosswalks at the nearby intersections.</td>
</tr>
<tr>
<td>Proximity to Bicycle Facilities</td>
<td>There are existing bicycle facilities on the adjacent streets to the project (e.g. Almaden Boulevard, Santa Clara Street, and Notre Dame Avenue). See Figure 2.</td>
</tr>
<tr>
<td>Proximity to Transit</td>
<td>There are existing bus routes operated by VTA (Routes 22, 63, 64, 65, 68, 81, 168, 181, and 201), MST (Routes 55 and 86), and Santa Cruz Metro (Highway 17 Express) that have bus stops within ¼-mile of the project. The bus stops are at the intersection of Almaden Boulevard and Santa Clara Street, midblock of San Fernando Street from Delmas Avenue to Almaden Boulevard, and at the intersection of Almaden Avenue and San Fernando Street. The San Jose Diridon Transit Station is located approximately ½ mile west of the project site. There are two light rail train (LRT) stops (Santa Clara Station along 2nd Street and San Fernando Station along San Fernando Street) that is approximately ½ mile away. See Figure 3.</td>
</tr>
<tr>
<td>Proximity to Complimentary Uses</td>
<td>The project is located in Downtown San Jose. There are multiple complimentary uses that are within a ½-mile radius of the site. These uses include restaurants and bars in San Pedro Square to the northeast, the SAP Center to the west, and San Jose Convention Centre to the south.</td>
</tr>
<tr>
<td><strong>Site Design-Based</strong></td>
<td></td>
</tr>
<tr>
<td>Free VTA SmartPass for Employees</td>
<td>The proposed project will provide free VTA SmartPasses to all hotel employees.</td>
</tr>
<tr>
<td>Employee Parking Incentive</td>
<td>Employees will be incentivized to not park at the off-site parking lot. Employees will be given a financial incentive, yet to be determined, if they do not drive to work and park at the off-site parking lot.</td>
</tr>
<tr>
<td>On-Site TDM Coordinator</td>
<td>The proposed project will provide an on-site TDM coordinator who will implement and manage the TDM plan. On-site information with regards to public transit services, transit passes, bicycle maps, bike share information, rideshare/carpool program, Zipcar station locations, and ride matching services.</td>
</tr>
</tbody>
</table>
5. Estimated TDM Reductions

Table 2 estimates the trip reduction percentage of each TDM element. A literature review was performed for the potential TDM measures to determine a conservative trip reduction percentage associated with each trip reduction strategy. The total estimated trip reduction based on the proposed TDM measures can reach up to 7 percent. Since the TDM measures only focus on the employee trips, and the employee trips are much less than the hotel guest trips, the trip reductions shown are minimal. Also, please note that the estimated trip reductions are based on the City’s VMT tool, which does not include a hotel use, but has a retail and office use. In addition, the reductions are shown as VMT reductions, and therefore we assumed the percent VMT reduction was equivalent to the percent trip reduction.

<table>
<thead>
<tr>
<th>TDM Measure</th>
<th>Estimated Trip Reduction (%)</th>
<th>Trip Reduction Source</th>
<th>Notes/Assumptions</th>
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<tbody>
<tr>
<td>Free VTA SmartPass for Employees</td>
<td>3%</td>
<td>San Jose VMT tool</td>
<td>Assumes 25% reduction of employee trips</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Assumes employee peak hour trips are 10% of all trips</td>
</tr>
<tr>
<td>Employee Parking Incentive</td>
<td>4%</td>
<td>San Jose VMT tool</td>
<td>Assumes retail use and trip reduction is equivalent to VMT reduction</td>
</tr>
<tr>
<td>On-Site TDM Coordinator</td>
<td>0%</td>
<td>-</td>
<td>Combined with other TDM Programs, so no discount by itself</td>
</tr>
<tr>
<td>Estimated Total</td>
<td>7%</td>
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6. TDM Monitoring

The City of San Jose does not require monitoring of the vehicle trips for TDM plans. However, to determine the effectiveness of the TDM program, it is recommended that annual monitoring be conducted to evaluate the TDM program participation and adjust the TDM program, if needed. The following monitoring program is recommended.

- Annual Survey of Vehicle Trips: An annual survey of the vehicle trips generated by the project should be conducted. The counts should be conducted on an annual basis to quantify the vehicle trips generated during the AM and PM peak hours. Counts should be collected when local schools are in session and when weather conditions are typically more moderate.
- Recommendations: Based on the surveys collected, recommendations will be summarized for changes to the TDM plan to increase effectiveness of the plan.
- Compliance: Since the project does not have a required TDM goal, there is no compliance requirements or penalties included in the TDM memorandum.

Report: The process, surveys, analysis, and recommendations will be summarized in a TDM Monitoring Report.
ALMADEN CORNER HOTEL
8 N ALMADEN BLVD
SAN JOSE, CA
HOTEL MIXED-USE DEVELOPMENT

DRAWING INDEX

PERMITS / REVIEWS

PROJECT TEAM

PROJECT DESCRIPTION

H18-038

COVER SHEET

ALMADEN CORNER HOTEL
8 N ALMADEN BLVD
SAN JOSE, CA 95110
H18-038

COVER SHEET

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COVER SHEET
### Building Area Summary

**Almaden Corner Hotel - MOXY**

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### Building Code Data

#### BUILDING DATA

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#### BUILDING OCCUPANCY SEPARATIONS

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#### PARKING ANALYSIS

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</table>

#### BUILDING CODE

### APPLICABLE BUILDING REGULATIONS

- **CONSTRUCTION TYPE:**
  - UNLIMITED
  - NORTH SETBACK INCREASES TO 5'-0" ABOVE LEVEL 1
  - SITE IS SUBJECT TO HEIGHT LIMITATIONS SET BY FAA FOR SAN JOSE AIRPORT

### OCCUPANCY CLASSIFICATION GROUPS

- **BUILDING OCCUPANCY AND SEPARATIONS**
  - **PART 12 - 2016 CALIFORNIA REFERENCE STANDARDS CODE**
  - **PART 11 - 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE**
  - **PART 6 - 2016 CALIFORNIA ENERGY CODE WITH SAN JOSE CITY AMENDMENTS**
  - **PART 5 - 2016 CALIFORNIA PLUMBING CODE (BASED ON 2015 UPC WITH SAN JOSE CITY AMENDMENTS)**

### BUILDING NARRATIVE

- **DESIGN CATEGORY D**
  - **SEISMIC ZONE:** KT Urban

### DESIGN SPECIFICATIONS

- **GROUND NUMBER CONSTRUCTION HEIGHT (ft):**
  - 225.00
  - 10.00

### BUILDING REGULATIONS

- **INTERIOR FINISHES**
  - WALLS: 50 STC (45 IF TESTED) MIN REQUIRED (1207.2)
  - ARTIFICIAL LIGHT: 10 fc MIN AT THE WALKING SURFACE TO PUBLIC WAY (1025.1, EXCEPTION 1)
  - MEANS OF EGRESS
    - ELEVATORS
    - MECHANICAL APPLIANCES
    - EGRESS WIDTH PER OCCUPANT SERVED (1005.3)
    - MINIMUM CORRIDOR WIDTH (1018.2)

### BUILDING EQUIPMENT

- **ELECTRICAL SYSTEM**
  - TERMINATION ROOM: 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kVA 100kVA 250kV}
ALMADEN CORNER HOTEL

LOCATED

80 ALMADEN BLVD
SAN JOSE, CA 95110

SDP SUBMITTAL

C101

BENCHMARK
CSJ M9 829-8

THE LETTER "P" IN THE WORD FOUNTAIN ON TOP OF GATCH BASIN. SOUTHEAST RETURN OF POST STREET AND SAN FRANCISCO STREET. FIG 148, PG 2

ELEVATION 86.83 (HAY083)

NOTE TO CONVERT ELEVATIONS TO CSJ DATUM SUBTRACT 2.75 FEET
3
FLOW-THROUGH PLANTER (ABOVE GRADE)
N.T.S.

BIO TREATMENT SOIL REQUIREMENTS


- PRIOR TO COMPLETING THE BIOTREATMENT, THE SOIL MUST BE SUPERFICIAL SOIL AND ORGANIC CONTENTS EVALUATED AND REPORTED IN THE LOCAL CODES.


LANDSCAPE LEGEND

FLOW THROUGH PLANTERS:

• PLANTING SPECIES TO BE SELECTED PER 2016 C3 STORMWATER HANDBOOK AS NOTED IN TABLE D AS ACCEPTABLE FOR FLOW THROUGH PLANTERS.

• AVOID SHRUBBY SPECIES FOR ABOVE-GROUND FLOWS THROUGH PLANTERS FOR EASE OF MAINTENANCE AND INSPECTION ACCESS.

• PLACE 3" OF COMPOSTED, NON-FLOATABLE MULCH IN AREAS BETWEEN STORMWATER PLANTINGS.

• FLOW THROUGH PLANTER BOXES ONLY TO CONTAIN SPECIES IN THE "BASIN" PLANTING ZONE:
  1. SANTA BARBARA SEDGE
  2. BERKELEY SEDGE
  3. DUNE SEDGE
  4. LARGE CAPE RUSH
  5. SMALL CAPE RUSH
  6. CALIFORNIA GREY RUSH
  7. NEW ZEALAND WIND GRASS
  8. PURPLE NEEDLEGRASS
  9. KURAPIA
  10. BIOFILTRATION SOD

DECORATIVE PLANTERS

• PLANTING SPECIES TO BE SELECTED PER DOWNTOWN STREETSCAPE MASTER PLAN GUIDELINES.
From: Robert Del Rio [mailto:rdelrio@hextrans.com]
Sent: Tuesday, July 23, 2019 11:51 AM
To: Villanueva, Arlyn <Arlyn.Villanueva@sanjoseca.gov>; Do, Ryan <ryan.do@sanjoseca.gov>
Subject: Almaden Hotel Valet

Per our phone conversation, we provide the following in regard to the adequacy of valet parking for the Almaden Hotel development at 272 W. Santa Clara St.

The traffic operations study completed in November 2018 provided an estimation of valet staffing needs to serve the valet demand of a proposed 330-room hotel with two designated valet parking spaces. The Nov. 2018 study identified the need to provide three to four valet staff to serve an estimated 84 vehicles during the PM peak period, which is the time period that the greatest number of vehicles may arrive to the hotel’s valet area. The identified valet staff requirement presumed that a valet staff member would be available to serve the arrival of an estimated three vehicles every two minutes. In addition, it was recommended that vehicles should not be retrieved in advance of guests being present at the valet area and given the limited storage space for valet operations along Almaden Boulevard, the valet area should not be used for transportation network companies (TMCs) such as Uber, Lyft, etc. while waiting for customers.

The number of rooms of the proposed hotel has now been reduced from 330 to 272 rooms and the valet spaces to be provided increased from two to five spaces. The reduction in rooms will result in a reduction in vehicles that would be served at the valet area to 69 vehicles or approximately one to two vehicles each minute during the peak hours. Presuming three to four valet staff are present during the peak periods and arrival of no more than two vehicles per minute, the identified five valet spaces would provide adequate capacity for the storage and additional storage for two to three vehicles. However, it would still be recommended that vehicles should not be retrieved in advance of guests being present at the valet area given the limited storage space for valet operations along Almaden Boulevard and Santa Clara Street. The valet area also should not be used for transportation network companies (TMCs) such as Uber, Lyft, etc. while waiting for customers.

Robert

Robert Del Rio, T.E.
Vice President & Principal Associate

Hexagon Transportation Consultants, Inc.
San Jose | Gilroy | Phoenix | Pleasanton
Robert

Robert Del Rio, T.E.
Vice President & Principal Associate

From: Shannon George <sgeorge@davidjpowers.com>
Sent: Monday, August 5, 2019 4:19 PM
To: Robert Del Rio <rdelrio@hextrans.com>
Cc: Le, Thai-Chau <Thai-Chau.Le@sanjoseca.gov>; Villanueva, Arlyn <Arlyn.Villanueva@sanjoseca.gov>
Subject: Almaden Corner Hotel

Robert,

I am sorry to bother you as I understand you are on vacation, but there are some outstanding items on this project. We would like your input as to how these issues affect the LTA.

1. The primary item is that the valet parking is now proposed on both street frontages. Since this was not the original proposal it is not reflected in the LTA. Does this change the distribution or queuing? The additional valet space along Santa Clara would result in a change to the assignment of project traffic shown in the LTA. However, it would be a minimal amount of trips and would not result in new or worsen any issues in the completed LTA.

2. With the valet spaces on Santa Clara Street, the dedicated bike lane would be modified to a shared lane to allow the valet spaces. Would this require revisions to the LTA? Not sure this is necessarily a project issue. There is currently metered parking on Santa Clara Street. I do not believe the planned bike lane would be a cycle track (bike lane separated from travel lane by parking. Thus, standard loading spaces will be required along Santa Clara Street for other development fronting Santa Clara Street.

3. The City is not certain if or when Almaden Boulevard may change to a two-way road. City staff are checking with DOT. We may want to remove discussion of this. I believe the LTA was completed based on the current one way operations of Almaden. The conversion to a two-way street was only evaluated as an alternative.

4. If you have to modify the LTA, I would like to revise it based on the current room count of 272.
Let me know if you believe we will need to revise the LTA regardless of the minimal effect of the above issues.

Thanks,
Shannon

Shannon George | Principal Project Manager
1871 The Alameda, Suite 200 | San José, CA 95126
Main: 408.248.3500 | Direct: 408.454.3402
sgeorge@davidjpowers.com

Quality Environmental Review Makes a Difference

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To: rdelrio@hextrans.com
From: sgeorge@davidjpowers.com

You received this message because the sender is on your allow list.