

**EXHIBIT A
PLANNING COMMISSION WORKSHOP TOPICS**

**PUD-129
3780 Stanley Boulevard
Sunflower Hill
October 25, 2017**

Discussion Point #1

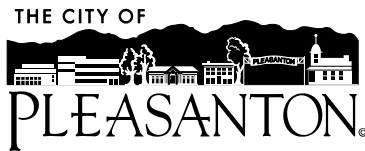
- 1. Are the overall site plan, access/circulation, and parking acceptable?*

Discussion Point #2

- 2. Are the building architecture, design, colors, and materials, acceptable?*

Conclusion Discussion Point #3

- 3. What other information would assist the Commission in its decision on the proposal? Do you have any other comments on the project?*

**CITY COUNCIL AGENDA REPORT**

February 7, 2017
Community Development Department
Planning Division

TITLE: CONSIDER APPLICATIONS FOR THE FOLLOWING ON AN APPROXIMATELY 15-ACRE SITE LOCATED AT 3988 FIRST STREET, 3878 STANLEY BOULEVARD, AND 3780 STANLEY BOULEVARD: (1) A GENERAL PLAN AMENDMENT; (2) SPECIFIC PLAN AMENDMENT; (3) REZONING; (4) PLANNED UNIT DEVELOPMENT (PUD) DEVELOPMENT PLAN TO CONSTRUCT 87 SINGLE-FAMILY HOMES AND RELATED SITE IMPROVEMENTS AND A SITE THAT WILL BE PLANNED AS AN AFFORDABLE RESIDENTIAL COMMUNITY FOR INDIVIDUALS WITH SPECIAL NEEDS WITH ASSOCIATED ADDENDUM TO THE HOUSING ELEMENT AND CLIMATE ACTION PLAN GENERAL PLAN AMENDMENT AND REZONINGS SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (SEIR) AND FINDINGS; (5) VESTING TENTATIVE MAP; (6) FRAMEWORK AGREEMENT; (7) DEVELOPMENT AGREEMENT; (8) AFFORDABLE HOUSING AGREEMENT; AND (9) GROWTH MANAGEMENT AGREEMENT.

APPLICANT: Irby Ranch, LLC

SUMMARY

The applicant is requesting approval to construct 87 single-family residential lots and related infrastructure on approximately 10.6 acres of developable land on the property and to create an open space/arroyo parcel on the remaining 2.8 acres. The application also includes the creation of a 1.64 acre site, which would be dedicated to the City for future development in partnership with Sunflower Hill for an affordable multi-family residential community for adults with special needs.

RECOMMENDATION

1. Find that the Addendum to the Housing Element and Climate Action Plan General Plan Amendment and Rezonings Supplemental Environmental Impact Report (SEIR) and the previously prepared SEIR, including the adopted California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations, are adequate to serve as the environmental documentation for this project and that all the requirements of CEQA and CEQA Guidelines Section 15162 have been satisfied;

2. Adopt a resolution for the project (Attachment 1) approving the following:
 - a. A General Plan amendment (P15-0245) to change the land use designation from “Retail/Highway/Service Commercial, Business and Professional Office” to “High Density Residential”;
 - b. A Specific Plan amendment (P15-0405) to change the Downtown Specific Plan designation for 3988 Stanley Boulevard from “Downtown Commercial” to “High Density Residential”;
3. Make the PUD findings for the proposed development plan and Vesting Tentative Map as stated in the August 10, 2016, Planning Commission staff report (pages 30-34 in Attachment 9);
4. Introduce the draft ordinance approving the Planned Unit Development (PUD) Development Plan (PUD-110) and Rezoning (P15-0246) to construct 87 single-family homes and create an approximately 1.64-acre parcel for future development of an affordable multi-family residential community for individuals with special needs, needs and rezone the property from “A (Agriculture) District” and “C-S (Service Commercial) District” to the “PUD-HDR/OS (Planned Unit Development – High Density Residential/Open Space) District”, subject to the Conditions of Approval, Exhibit "A" and Zoning Unit Map in Exhibit “B” (Attachment 2);
5. Adopt a resolution approving Vesting Tentative Map 8245, subject to the Conditions of Approval, Exhibit "A" (Attachment 3);
6. Adopt a resolution authorizing the City Manager to execute project Framework (Attachment 4) between the City, Irby Ranch, LLC, a California Limited Liability corporation, and Sunflower Hill, a California public benefit corporation.
7. Introduce the draft ordinance approving the Development Agreement for the project, (Attachment 5);
8. Adopt a resolution approving the Affordable Housing Agreement for the project (Attachment 6);
9. Adopt a resolution approving the Growth Management Agreement (Attachment 7) for 87 growth management unit allocations (P15-0406) for the project;

FINANCIAL STATEMENT

The project would be expected to generate revenues to cover its costs of service. Increases in property taxes would be used to provide services, such as police and fire services for the increased demand generated by the homes. The applicant will be required to pay development impact fees that will be used to offset the cost of City facilities and infrastructure necessitated by the development. Other financial obligations and commitments are tied to the construction of the Nevada Street extension, other public improvements, and affordable housing, and they are referenced in the

Development Agreement, the Affordable Housing Agreement and the Framework Agreement.

HOUSING COMMISSION RECOMMENDATION

The Housing Commission, at its July 14, 2016 special meeting, reviewed Affordable Housing options to define an Affordable Housing Agreement (AHA) for the project. The Commission wanted to convey their strong desire to guarantee that all money contributed by the applicant in accordance with the AHA be earmarked to be used for affordable housing on the subject site and not for other uses in the City. The Housing Commission unanimously recommended the approval of the AHA to the City Council as described in Attachment 6 and as discussed later in the report.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on August 10, 2016, to review the proposed project and received public testimony. The staff report and draft minutes excerpt of this meeting are provided in Attachments 9 and 10. The Planning Commission heard from approximately 30 members of the public in favor of the project and/or Sunflower Hill and two members of the public who expressed opposition to the project. The Planning Commission unanimously recommended approval of the applications based on the findings included in the Planning Commission staff report and subject to the conditions shown in Exhibit A (Attachment 2), with stipulations requesting that the following items be addressed: (1) increase the open space connectivity within the project; (2) address concerns related to massing, scale, and number of 3-story units that may be visible from Stanley Boulevard or located at the end of streets or courts; (3) preserve the Zia house and identify a location for the building that is visible from Stanley Boulevard; (4) consider options to link the Growth Management Agreement for the single-family homes to the construction of the Sunflower Hill development; and (5) consider increasing the acreage of the Sunflower Hill development to allow for additional units. These items are discussed in detail in this report.

BACKGROUND

On April 17, 2015, the developer, Mike Serpa (Irby Ranch, LLC), on behalf of the property owners, submitted applications to construct 115 single-family homes and an affordable residential community for individuals with special needs (to be developed by Sunflower Hill). Sunflower Hill is a Pleasanton-based non-profit organization that works to develop housing options as well as activities to help those with special needs better integrate vocationally and socially. Support of Sunflower Hill and an associated special needs housing project is listed as a priority in the City Council's 2015/16 work plan.

Early in the project review process, the applicant worked with staff on revising the plans including relocating the Sunflower Hill development site from the western side of the project to the eastern side of the project and reducing the total number of single-family homes from 115 to 93. The revised project was then reviewed and discussed at a workshop with the Planning Commission on April 27, 2016. The applicant continued working with staff on revised plans that included several revisions as suggested by the Planning Commission and staff at the workshop. This project was reviewed by the

Planning Commission at a regular meeting held August 10, 2016. The Planning Commission recommended approval of the project with stipulations requesting that additional items be addressed prior to City Council review and consideration. For a detailed description of the discussion at the April 27, 2016 workshop and August 10, 2016 public hearing, please see the attached Planning Commission staff report and minutes included in Attachments 9 and 10. The project has since been revised to address the Planning Commission's comments and is now before the Council for final action.

SITE AND AREA DESCRIPTION

Project Site

The Irby and Zia properties are located at 3780 Stanley Boulevard and 3988 First Street, respectively, and are currently zoned A (Agriculture) District. The two properties were developed around 1887 and 1900 with single-family homes, including barns and agricultural buildings. The home located on the Irby property has been determined to be a historic resource, while the home on the Zia property is not considered historic. The Kaplan property located between the Irby and Zia properties at 3878 Stanley Boulevard is zoned C-S (Service Commercial) District and is developed with a contractor's storage facility. The original home on the Kaplan lot was constructed around 1910 and was later converted from a single-family home into the contractor's storage office in 1986. It was also analyzed and was not deemed to be a historic resource. Altogether, the three properties total approximately 15 acres of land, approximately 2.8 acres of that area contain a portion of the Arroyo Del Valle generally running west to east along the southern property lines.

The majority of the Irby and Zia sites are undeveloped and have been used for agriculture activities including a drive-up dairy store throughout the years, with the site comprised predominantly of ruderal/non-native grasslands and a mixed oak/bay woodland along the Arroyo that provides a migration corridor for wildlife. The tree report prepared for the project identified 118 trees on-site, of which 31 are heritage trees.

Surrounding Uses

The properties adjacent to the subject parcel include single-family homes to the north, across Stanley Boulevard; two- and three-story multi-family apartments and townhomes to the south, across the Arroyo Del Valle; commercial development including a self-storage facility to the east, and a church to the west on First Street, across the bridge over the Arroyo Del Valle. Figure 1 shows a vicinity map of the subject site and surrounding area.

Figure 1: Vicinity Map



PROJECT PROPOSAL AND DISCUSSION

The applicant is proposing to subdivide the property to:

- Develop 87 new single-family residential units on approximately 10.6 acres of the site;
- Enhance the open space/Arroyo Del Valle parcel that includes approximately 2.8 acres of the site;
- Complete the Nevada Street Extension (consistent with the General Plan), connecting Nevada Street to First Street, parallel to the Arroyo Del Valle – including bike lanes, trail improvements, and water and sewer extensions;
- Reconfigure the First Street/Stanley Boulevard and (new) Nevada Street intersection to ensure the new intersection is safe and well-designed;
- Construct 1.2 acres of privately owned open space that will be open to the public;
- Preserve the Zia house by relocating it from its current location to a prominent location on the proposed Nevada Street extension, adjacent to the Arroyo;
- Dedicate 1.64 acres of the site for a future (special needs/Sunflower Hill) affordable housing project;

The Sunflower Hill portion of the development, discussed later in the report, is still in a conceptual stage of design and is shown for reference only within the plans. A future PUD development plan will be required for the Sunflower Hill project to include details such as the number of units, number of buildings, building locations, building heights, building design, parking, etc.

In addition to the California Environmental Quality Act determination, the following is a list of entitlements and agreements included in the application: General Plan Amendment, Specific Plan Amendment, Rezoning, PUD Development Plan, Vesting Tentative Map, Affordable Housing Agreement, Growth Management Agreement, and Development Agreement. These are summarized below and are described fully in the attached Planning Commission and Housing Commission staff reports.

Summary of Project Changes Since the Planning Commission (PC) Hearing

The Planning Commission provided a list of five changes to the project. Each is discussed below.

PC Request 1: Increase the open space connectivity within the project.

- The internal circulation has been modified by closing off J Street to loop into I Street to create additional open space connectivity. This enlarged the Tree Park area by approximately 5,400 square feet, but most importantly, the change allows for better pedestrian and visual connection between the Central Park and the Tree Park, and better overall connectivity throughout the site.

PC Request 2: Address concerns related to massing, scale, and height of 3-story units that may be visible from Stanley Boulevard or located at the end of streets or courts and internal corners.

- The unit make-up along F and G Courts was changed from one two-story unit and four three-story units to three two-story units and one three-story unit to allow two-story units to be located on the corners of F and G Courts along B Street.
- The architecture on both two- and three-story units has been significantly revised to address concerns related to the architecture style of the homes as it relates to the Minimal Traditional architectural style as well as how it relates to massing of units that may be visible from Stanley Boulevard or located at the end of streets or courts.

PC Request 3: Preserve the Zia house and identify a location for the building that is visible from Stanley Boulevard.

- The Zia house would be preserved and located within the new park proposed on Parcel K. The front elevation would be oriented towards the First Street/Stanley Boulevard intersection to allow for greater visibility from Stanley Boulevard – and due to the curve of the road, will be visible to all who use Nevada Street.

PC Request 4: Consider options to link the Growth Management Agreement for the single-family homes to the construction of the Sunflower Hill development.

- Rather than linking the Sunflower Hill development to the residential developer's schedule, staff is recommending that the Council approve a number of separate agreements that will put Sunflower Hill and the City in a good position to be successful in bringing the special needs housing project to fruition. (See Exclusive Negotiating Rights Agreement (under separate report), Development Agreement, Affordable Housing Agreement, and Growth Management

Agreement). The draft Growth Management Agreement does include provisions that manage the number of units that are permitted each year.

PC Request 5: Consider increasing the acreage of the Sunflower Hill development to allow for additional special needs housing units.

- The land to be dedicated to the City for development of Sunflower Hill has been increased from 1.35 acres to 1.64 acres and the project scope has been revised to accommodate a maximum of 30 individual residential units.

Other Changes

- The sidewalk along the east side of D Street was extended south to allow better pedestrian connectivity in that area of the proposed project.
- The revised circulation and open space connectivity, revised unit type make-up, and expanded Sunflower Hill parcel resulted in a reduction of six market rate residential units, bringing the total down to 87-units, from 93-units.

General Plan, Zoning, and Specific Plan Consideration

The General Plan land use designation of Open Space would remain on the arroyo site, while a General Plan amendment to “High Density Residential” would be required for the rest of the parcels. The site would also be rezoned to Planned Unit Development – “High Density Residential” and “Open Space.” In addition, the Specific Plan land use designation (Open Space) on the Zia property would remain over the arroyo, while an amendment to “High Density Residential” would be required for the rest of the parcel.

The High Density Residential General Plan land use designation allows for greater than eight dwelling units per acre (DUA). The General Plan indicates that arroyos are not to be counted as residential gross developable area and, therefore, are excluded from the overall density calculation. The proposed single-family residential portion of the development, excluding the arroyo, would have a density of 8.2 DUA, while the Sunflower Hill portion would have a density of up to approximately 18 DUA (30 units). The project would have a combined density of approximately 9.5 DUA, conforming to the General Plan Land Use density requirements.

PUD Development Plan Summary

The 87-lot single-family residential development is summarized in Table 1 and the Site Plan is shown in Figure 2.

Table 1: Project Summary Table

| Components of the proposal | |
|------------------------------------|-----------------------------------|
| Lot Size | |
| Range | Approx. 1,387 – 5,315 square feet |
| Average | Approx. 2,391 square feet |
| Home Size | |
| Range | 1,908 - 2,359 square feet |
| Setbacks | |
| Front Yard | |
| Stanley Boulevard: | 8 - 35 feet |
| Nevada Street: | 5 - 14 feet |
| Interior Streets: | 5 - 14 feet |
| Interior Courtyards: | 4 - 14 feet |
| Side Yards: | 3 feet 3 inches |
| Garage Entry Apron: | 2 feet |
| Building Height¹ | |
| Two-Story | 27 feet |
| Three-Story | 35 feet |
| FAR | |
| Range | Approx. 44% - 139% |
| Average | Approx. 96.8% |
| Parking | |
| Garage Spaces | 174 |
| Private Street Parking Spaces | 58 |
| Nevada Street Parking Spaces | 30 |
| Parking Ratio | 3 spaces per SFR unit |
| Total Private Open Space | 46,661 square feet |
| Total Public Open Space | 53,571 square feet |

¹ Building Height is measured from the highest to the lowest elevations of the building

Figure 2: Proposed Site Plan



Model Types. There are four proposed home model types: two, two-story models and two, three-story models. The two-story models would range in size from 2,223-square-foot to 2,359-square-foot and are approximately 27 feet in height at the highest ridge. The three-story models would range in size from 1,908-square-foot to 2,294-square-foot and are approximately 35 feet in height at the highest ridge. The homes have all been designed with a Minimal Traditional architectural style, discussed further in the Planning Commission staff report within Attachment 9. Additional conditions have been included requiring the applicant to further refine the plans prior to submittal for building permit. The requested changes are to building materials, garage facing/front elevation improvements for lots 8-16, 86, and 87, additional window styling and detail improvements, and wrap-around porches on corner lots. Specific recommended architectural conditions can be found in Condition 4(a) to 4(h).

Parking. The project would include two garage parking spaces per home. The development would also provide 58 on-street parking stalls that would be dispersed throughout the development and 30 public parking spaces along the north side of Nevada Street, for a total of 88 additional on-street parking spaces.

Public Improvements. As part of the proposed project the applicant would be building the Nevada Street extension and ultimately dedicating that land to the City. Additionally, the applicant will be responsible for constructing Nevada Street from the First Street/Stanley Boulevard intersection to the current terminus at California Avenue which will provide completion of loop improvements for sewer and water services, while preserving the arroyo. As part of the Nevada Street extension, the applicant would also be reconfiguring the intersection at First Street/Stanley Boulevard and Nevada Street.

The new improvements have been designed to be consistent with City's Complete Streets Policy and will include bike lanes, as well as separated sidewalks. The Nevada Street extension will also provide reduction in travel distance from Fire Station #1 located on the east end of Nevada Street for much of downtown and increase route options in the area.

The proposed development would also include a new 8- to 10-foot wide decomposed granite public multi-use trail along the top of bank of the arroyo on the south side of Nevada Street. The public multi-use trail is consistent with the City's Community Trails Master Plan and Pedestrian and Bicycle Master Plan.

Trees. An arborist report prepared for the project surveyed a total of 118 trees comprising 24 species within the development area. The report recommends preservation of 63 trees including 13 heritage-sized trees and removal of 55 trees, including 18 heritage-sized trees. Approximately 470 trees are proposed to be replanted throughout the site.

Traffic and Circulation Analysis. The General Plan requires site-specific traffic studies for all major developments which have the potential to exceed Level of Service (LOS) D¹ at major intersections and requires developers to implement the mitigation measures identified in these studies in order to maintain LOS D or better. Exceptions are made for the Downtown and "Gateway Intersections" where the LOS D or better standard may be exceeded.

A traffic study was prepared by Fehr & Peers, to analyze the traffic and circulation for this project (93 single-family units at the time of the study). The Traffic Impact Analysis dated June 17, 2016, is available upon request or on the City website. The traffic study analyzed the near-term and cumulative/long-term traffic scenarios with and without the project. The project assumptions included the Nevada Street extension. The study included eleven study intersections. The study evaluated queuing under the Existing plus Approved Project and Cumulative AM and PM peak-hour conditions; internal circulation for the proposed development; pedestrian, bicycle and transit facilities; and safety factors.

The project is anticipated to generate an average of 828 new vehicle trips on a daily basis, including 65 additional trips during the AM peak hour and 87 additional trips during the PM peak hour based on the current proposal of 87 single-family homes (6 less than analyzed in the original report). The study found that, under Existing Conditions, all of the study intersections would operate at the same acceptable Levels of Service with the addition of project-generated traffic. All intersections analyzed would maintain a LOS C or better during the AM and PM peak hours except for Stanley Boulevard at Bernal Avenue/ Valley Avenue which would continue to operate at LOS D. The Traffic Engineering Division reviewed the traffic study and found it to be acceptable.

¹ At signalized intersections, LOS D generally indicates average delays of 35 to 55 seconds per vehicle.

Although the traffic study concluded that all of the study intersections would operate at the same acceptable Levels of Service with the addition of project-generated traffic, the Planning Commission discussed the potential impacts that alternative developments (i.e. a commercial development) may have on the subject site if the proposed project is not approved. To address these questions, staff included a Traffic and Project Alternative section within the Planning Commission staff report included in Attachment 9.

Housing Element Compliance

All California cities and counties are required to have a certified Housing Element included in their General Plan which establishes housing objectives, policies and programs in response to community housing conditions and needs. The policies contained in this Housing Element are an expression of the housing goal of "attaining decent housing and a suitable living environment for every California family," as well as a reflection of the unique concerns of the community. In addition to the certified Housing Element, the State requires the City to file an annual report addressing the status of the General Plan Housing Element and progress made toward implementing its goals and policies. As described below, the proposal will further the following General Plan Housing Element goals, policies, and programs assisting in meeting State Annual Progress Report (APR) requirements:

Goal 1: Attain a variety of housing sizes, types, densities, designs, and prices which meet the existing and projected needs of all economic segments of the community.

Policy 9: Support the development of housing for persons with special needs.

Goal 14: Provide adequate locations for housing of all types and in sufficient quantities to meet Pleasanton's housing needs.

The subject properties are not currently included in the 2015-2023 Housing Element Housing Sites Inventory, which identifies sites available for future residential development and the adequacy of these sites to address Pleasanton's Regional Housing Needs Assessment (RHNA) needs for the current RHNA cycle. The Housing Sites Inventory only includes sites that are already zoned to accommodate residential development. Although the project site was not included within the inventory, any affordable housing units constructed during this RHNA cycle, including the units proposed as part of this project, would still be counted toward implementing our goals and policies with the APR including meeting RHNA requirements as stated in Policy 12 of the Housing Element.

Policy 12: Strive toward meeting Pleasanton's share of regional housing needs, as defined by the Regional Housing Needs Determination (RHND).

Although the addition of more market rate housing helps with meeting the City's total housing needs and achieving reportable APR goals, policies and programs, rezoning

the site to allow for residential development is not be necessary to meet the City's current RHNA obligation.

Framework Agreement

In an effort to clarify commitment, expectations and responsibilities, a Framework Agreement for the development of Irby Ranch has been developed for Council's consideration. The Framework Agreement is a three-party agreement between the City, the developer (Irby Ranch, LLC), and Sunflower Hill; a copy of the draft agreement is included as Attachment 4. All parties have reviewed and agreed upon the Framework Agreement. The terms generally include:

- Transfer timelines and site preparation conditions for the 1.64 acre parcel;
- Developer Affordable Housing contribution requirements;
- Future Sunflower Hill development parameters;
- Sunflower Hill performance timeline; and
- City contribution requirements.

Development Agreement

State law authorizes cities to enter into binding development agreements with any person having a legal or equitable interest in real property for the development of the property. A development agreement (DA) is a commitment between the City and a property owner or developer to proceed with a specific development in accordance with the terms of an agreement that describes what land use and related processes shall apply to the application. In exchange, the City gets certain benefits and concessions that it might not be able to require through conditions of approval. In this case, the applicant has requested a 10-year term for the DA to allow for adequate time to construct the development. The agreement also ensures that the developer will abide by all requirements of the approved PUD and Affordable Housing Agreement. Other financial obligations and commitments specified within the DA include a \$500,000 credit towards the construction of the Nevada Street extension and other public improvements. The DA for the project is included as Attachment 5.

Affordable Housing Agreement

The City's Inclusionary Zoning Ordinance (IZO) requires new single-family residential projects of fifteen (15) units or more to provide at least 20% of the dwelling units as affordable to very low, low, and/or moderate income households, or to satisfy the requirement through alternative means. The alternative means may include the dedication of land for the purposes of affordable housing development, so long as the property is appropriately zoned, is large enough to accommodate the number of inclusionary units required, and is improved with infrastructure and adjacent utilities. Under the ordinance, the proposed market rate project would be required to provide 17 affordable units.

As described in the Affordable Housing Agreement (AHA), the applicant has proposed to meet the City's IZO by: 1) assisting with the application for land use approvals necessary to develop the Sunflower Hill concept proposal, including basic site plan

drawings and necessary studies to develop the site; 2) providing 1.64 acres of the site dedicated for multi-family affordable housing to the City with utility connections constructed to the site and the site graded; and 3) providing \$1,000,000 to the City to support the development of affordable housing on the subject site. Please see the attached Housing Commission staff report (Exhibit E in Attachment 9) and Affordable Housing Agreement (Attachment 6) for additional details and discussion.

Under the terms of the proposed agreements, the applicant would retain ownership and maintenance responsibilities for the 1.64 acre affordable housing site until such time as the property is needed for the Sunflower Hill development. However, the land will need to be transferred to the City before the Certificate of Occupancy for the final home in the single-family portion of the project.

Growth Management Agreement and Timing

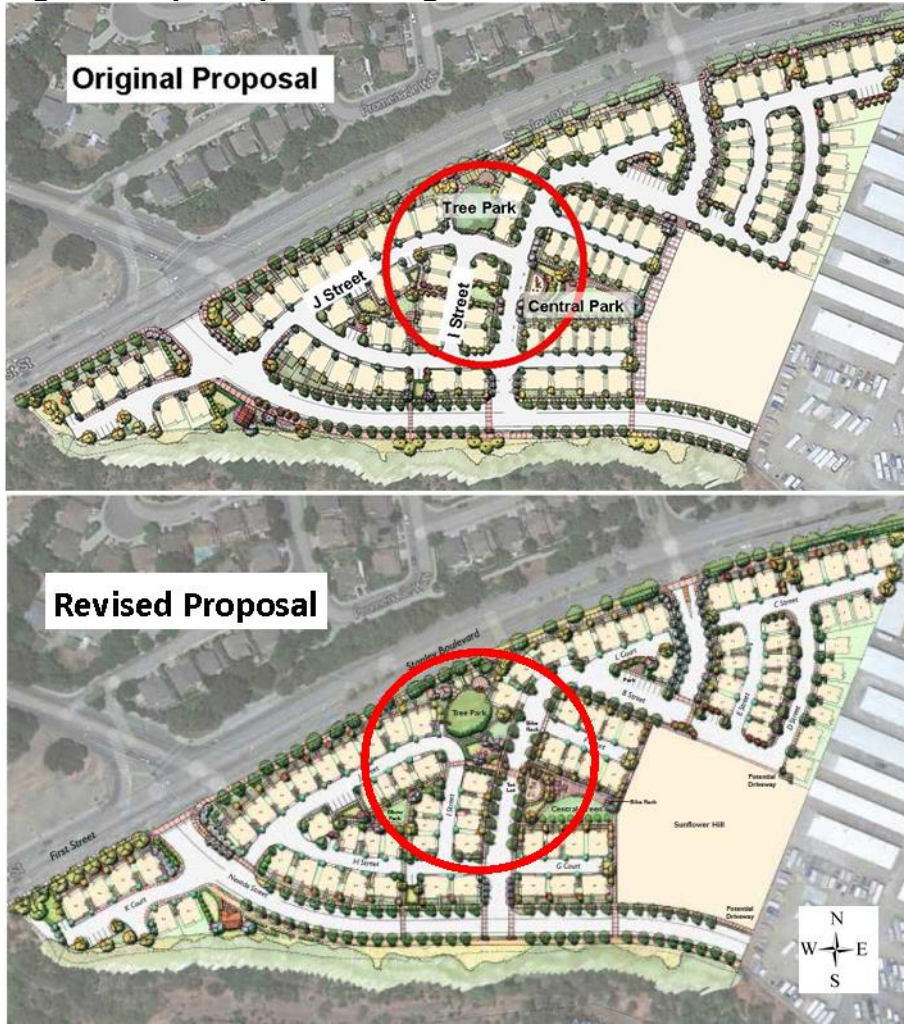
The City's Growth Management Ordinance (GMO) regulates the number of residential building permits that can be issued each year in order to assure a predictable growth rate while providing housing and currently allows a total of 235 Growth Management Unit Allocations (GMUAs) per year. To date for 2017, a total of 37 GMUAs have been issued which were deferred from the CenterPointe project (PUD-111) and Lund Ranch project (PUD-25). The proposed development would require 87 GMUAs. Staff is recommending that growth management allocations be extended out over the next three years to allow for allocations of 19 units in 2017, 59 units in 2018, and 9 units in 2019. If the Council approves the requested GMUAs, a total of 56 GMUAs would be issued to-date for this calendar year, below the allocation limit. The Growth Management Agreement for the project is included as Attachment 7. Although the Growth Management Agreement does not directly tie the single-family home development to the Sunflower Hill development, staff believes that the timing of the agreement is consistent with the expressed commitment of Sunflower Hill to move forward diligently with their portion of the project.

Open Space Connectivity

The Planning Commission raised concerns regarding the open space within the center of the project and requested that the open space be increased to allow better visual and pedestrian connectivity between the various parks within the development. To do this, the applicant revised the plans by closing off J Street to loop into I Street to create additional open space connectivity (see Figure 3 below). This enlarged the Tree Park area by allowing for a better pedestrian and visual connection between the Central Park and the Tree Park and provided better overall connectivity throughout the site.

The project would include additional open space areas and amenities throughout the interior of the development as well as a proposed park along the south side of Nevada Street that will include the Zia house. All open space areas, including the public trail will be association-owned and maintained, with the parks to be publically accessible from sun-up to sun-down.

Figure 3: Open Space Changes



Three-Story Unit Location and Massing

While the Planning Commission was supportive of the original proposal to include all two-story model types along Stanley Boulevard and Nevada Street, concerns were raised regarding the allocation of three-story homes internally within the development that may be visible from Stanley Boulevard, located on prominent internal corners, or at the ends of streets and courts internal to the project. To help address concerns related to massing, scale, and height of 3-story units that may be visible from Stanley Boulevard or located on corner lots at the end of streets or courts, the applicant has reduced the total number of three-story units from 42 to 31 units and replaced them with two-story units. The majority of these new two-story units were added along F and G Court and include two-story units at the corner lots (Lots 36, 43, and 44). Additional two-story units were added near the Sunflower Hill parcel (Lots 15, 41, and 46). In addition, the first internal home facing Entry Road A (Lot 24, a corner lot) was also converted to two-story units. Overall, staff believes that the revised allocation of two-story units throughout the development has been a substantial improvement to the project and has adequately addressed the concerns of the Planning Commission.

Zia Home Location and Restoration

The applicant provided historic evaluations for all of the structures on the property which concluded that only the Irby home was considered a historic resource. The report indicated that the Irby home was associated with events that have made a significant contribution to the broad patterns of local history. The Supplemental Environmental Impact Report (SEIR) for the Housing Element update that included the subject site however included a Statement of Overriding Considerations for the significant and unavoidable impact of demolishing the Irby home at the discretion of the Council. Staff and the Planning Commission are recommending that the Zia home, instead of the Irby home, be retained on-site to be used as a community recreation and meeting room. The Planning Commission also recommended that the Zia house be located where it was visible from Stanley Boulevard. Further discussion can be found in the Planning Commission staff report within Attachment 9.

The applicant has revised their proposed plans to retain the Zia house and shift the home to more directly face towards Stanley Boulevard. The new intersection and street improvements at First Street/Stanley Boulevard and Nevada Street will allow for direct visibility of the home as shown in the new rendering and site plan below which staff believes has satisfied the Planning Commission's concerns.

Figure 4: Zia House Rendering and Relocation Plan



Sunflower Hill Development and Exclusive Negotiating Rights Agreement (ENRA)

As requested by the Planning Commission, the land to be dedicated to the City for future development of an affordable residential community for individuals with special needs by Sunflower Hill has been increased from 1.35 acres to 1.64 acres and the project scope has been revised to accommodate a maximum of 30 individuals. The revised conceptual plan shown in Figure 5 includes a two-story multi-family building currently anticipated to include 30 one-bedroom and studio rental units. In addition to providing an independent living environment for individuals with special needs similar to senior living, the site would include a community/recreation center and shared outdoor amenities, which could include a therapeutic swimming pool and a sports court. On-site property management would also be available to provide resident services coordination. The applicant has also revised their proposal to include additional two-story single-family units on Lots 15, 41, and 46, near the Sunflower Hill parcel to allow for additional options for potential families associated with Sunflower Hill that have expressed interest in purchasing the proposed single-family development who prefer two-story models.

Figure 5: Revised Sunflower Hill Conceptual Site Plan (for illustrative purposes)



A future PUD development plan for this site will be required to include details such as the number of units, number of buildings, building locations, building heights, building design, parking, etc. The City will partner with Sunflower Hill for this development. The partnership is described further in an ENRA to be reviewed by City Council as part of

the corresponding Agenda Report that outlines the timing and conditions under which Sunflower Hill will pursue implementation of the concept proposal and to negotiate a future ground lease and loan agreement with the City to develop the Sunflower Hill residential community.

Additional Discussion

The Planning Commission staff report (Attachment 9) provides additional background information and a detailed discussion of the proposed project, including General Plan consistency; project development standards; architecture and design; traffic; public improvements; historic resources; tree removal and replacement; and considerations related to biological resources, noise and air quality.

ALTERNATIVES

For City Council consideration, two additional alternatives are being put forward.

Alternative #1: Deny the Applications

Concerns have been raised regarding the rate of growth and development occurring within the City and whether approving a General Plan Amendment and rezoning are appropriate at this time to allow for residential development at this location. If the subject applications are denied, the properties would retain General Plan designation of Retail/Highway/Service Commercial, Business and Professional Office as well as Open Space – Public Health and Safety with Wildland Overlay on the portion of the site comprising the arroyo.

A conservative estimate of development potential under the existing General Plan designations could generate 65,500 square-feet of commercial development. This alternative would generate almost twice the number daily trips as the proposed residential project. The proposed General Plan Amendment and rezoning would result in additional residential development on the periphery of the core downtown area which supports the vitality of the downtown and will likely generate fewer transportation impacts. In addition, the proposed project includes a number of community benefits, including, but not limited to, the dedication and construction of the Nevada Street extension, bicycle and trail improvements, and new publically accessible open space. Lastly, the project would include the dedication of 1.64 acres of land allowing the City to partner with Sunflower Hill to provide housing for individuals with special needs, which would meet the City Council goal set forth in the 2015/2016 Work Plan Priorities list.

Alternative #2: Approve with modification to the Growth Management Agreement

The Planning Commission requested staff consider options to link the Growth Management Agreement for the single-family homes to the construction of the Sunflower Hill development. Staff is recommending that growth management allocations be extended out over the next three years to allow for allocations of 19 units in 2017, 59 units in 2018, and 9 units in 2019. Although this recommendation does not directly tie the single-family home development to the Sunflower Hill development, staff believes that the timing of the agreement is consistent with the expressed commitment of

Sunflower Hill to move forward diligently with their portion of the project – as outlined in the Framework Agreement and ENRA.

The City Council may wish to consider changing the number of units allocated for construction each year. Staff and the applicant have had extensive discussions about the timing of the allocations with respect to the financing and overall viability of the project, so any changes should include discussion with the developer.

PUD AND TENTATIVE TRACT MAP FINDINGS

Please refer to the attached Planning Commission staff report (pages 30-34 of Attachment 9) for a discussion of the considerations and findings needed to approve the proposed PUD Development Plan and Tentative Tract Map.

PUBLIC COMMENT & NOTICE

Notices regarding the City Council public hearing were mailed to the surrounding property owners and tenants within a 1,000-foot radius of the project site. It should be noted that in some instances, neighborhoods that included areas that were “cut” by the 1,000-foot radius saw expanded notice to ensure ‘whole’ neighborhoods were provided notification. The location and noticing maps are included in Attachment 9, Exhibit I. Previous public comments, including supplemental material provided to the Planning Commission, are included in Attachment 9, Exhibit H. At the time of the report publication, staff received letters/emails regarding the proposed project, both in favor and opposition of the project, which are included within Exhibit 11 for reference.

ENVIRONMENTAL ASSESSMENT

On January 4, 2012, the City Council certified a Supplemental Environmental Impact Report (SEIR) and adopted the CEQA Findings and a Statement of Overriding Considerations for the Housing Element update and Climate Action Plan General Plan Amendment and Rezonings. This SEIR was a supplement to the EIR prepared for the Pleasanton 2005-2025 General Plan which was certified in July 2009. The subject property was one of 21 potential housing sites analyzed in the SEIR. Various SEIR alternatives analyzed between 138 to 270 apartment units onsite.

Under CEQA, once an EIR has been prepared for a project, the lead agency (in this case, the City) may not require a subsequent or supplemental EIR unless certain conditions are met as specified in CEQA. Staff believes that the conditions described in CEQA have not occurred and that a subsequent or supplemental EIR is not required for this project. CEQA further states that a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary. Therefore, an addendum to the SEIR was prepared that analyzes the potential impacts of the Irby Ranch Project, including those associated with changes in vehicle circulation associated with an extension of Nevada Street. As a long-planned City infrastructure improvement, the environmental impacts of the Nevada Street extension were also evaluated programmatically in the Proposed Pleasanton General Plan 2005-2025 Final EIR (State Clearinghouse #2005122139).

The analysis in the Addendum to the SEIR (Attachment 9, Exhibit G) determined that the proposed project will not trigger any new or more severe significant environmental impacts as compared to those analyzed in the context of the SEIR and confirmed that none of the conditions requiring the preparation of a subsequent or supplemental EIR occurred. Therefore, the previously prepared SEIR and Addendum to the SEIR, taken together with the Final EIR for the 2005-2025 General Plan, are determined to be adequate to serve as the environmental documentation for this project and satisfy all the requirements of CEQA.

The SEIR for the Housing Element update included a Statement of Overriding Considerations for two significant and unavoidable impacts: development facilitated by the General Plan Amendment and rezonings could potentially add traffic to the regional roadway network to the point at which they would operate unacceptably under Cumulative Plus Project conditions, and development facilitated by the General Plan Amendment and rezonings has the potential to adversely change the significance of historic resources on the subject site. The Council needs to make the same Statement of Overriding Considerations for this project.

CONCLUSION

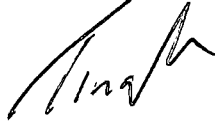
The application has evolved significantly since it was originally submitted for review in 2015. The proposed project now comes with a significant number of positive attributes: high quality neighborhood and open space design, reduced residential density, land and monetary contributions for affordable housing, public improvements including the Nevada Street extension. Therefore, staff recommends that the City Council approve the subject applications.

Submitted by



Gerry Beaudin
Director of Community
Development

Fiscal Review



Tina Olson
Director of Finance

Approved by



Nelson Fialho
City Manager

Attachments

- 1 Draft City Council Resolution approving the General Plan Amendment (P15-0245), and Specific Plan Amendment (P15-0405), with Exhibit A, General Plan Land Use Designation Map, and Exhibit B, Downtown Specific Plan Use Designation Map
- 2 Draft City Council Ordinance approving PUD Development Plan (PUD-110) and Rezoning (P15-0246), with Exhibit A, Recommended Conditions of Approval, and Exhibit B, Zoning Unit Map
- 3 Draft City Council Resolution approving Vesting Tentative Map 8245, with Exhibit A, Recommended Conditions of Approval

4. Draft City Council Resolution approving Framework for development of Irby Ranch, clarifying expectations and obligations of the City, Developer, and Sunflower Hill
5. Draft City Council Ordinance approving the Development Agreement
6. Draft City Council Resolution approving the Affordable Housing Agreement
7. Draft City Council Resolution approving the Growth Management Agreement
8. Exhibit B, Proposed Development Plans dated “Received January 23, 2017” and Tree Report

The following items are available upon request:

- *Transportation Assessment for Irby Ranch;*
- *Western Burrowing Owl Survey;*
- *Delineation of Top-of-Bank and Edge of Riparian, Arroyo del Valle;*
- *Supplemental Slope Stability Analysis;*
- *Environmental Noise Assessment;*
- *Toxic Air Contaminates Analysis of Stanley Boulevard;*
- *3988 First Street & 3879 Stanley Boulevard, Historic Evaluation;*
- *3780 Stanley Boulevard – Historic Assessment;*
- *Due Diligence Level Geotechnical Investigation, 3780 Stanley Boulevard;*
- *Geotechnical Investigation – Kaplan, Zia Properties.*

9. August 10, 2016 Planning Commission Staff Report including the following Exhibits:
 - C. Proposed General Plan, Specific Plan and Zoning Exhibit
 - D. Staff Report and excerpts of the April 27, 2016, Planning Commission Workshop Minutes
 - E. Housing Commission Staff Report
 - H. Public Comments (including Supplemental Material provided to the Commission)
 - I. Location Map and Noticing Map
 - G. Addendum to the Housing Element and Climate Action Plan General Plan Amendment and Rezonings Supplemental Environmental Impact Report (Under Separate Cover)
10. August 10, 2016 Planning Commission Minutes Excerpt
11. Public Comments received after the Planning Commission hearing on August 10, 2016

Exclusive Negotiating Rights Agreement

This Exclusive Negotiating Rights Agreement (“Agreement”) is made on March 6, 2017, by the City of Pleasanton (“City”), and Sunflower Hill, Inc., a California public benefit corporation (“Sunflower Hill”).

Recitals

A. Irby Ranch, LLC, a California limited liability corporation, (the “Developer”), the Irby Family, LLC, ACHF Kaplan LP, and the Zia Corporation (collectively the “Owners”) have ownership interests in a fifteen (15) acre site at 3988 First Street, 3780 Stanley Boulevard and 3878 Stanley Boulevard, Pleasanton, California (the “Development Site”) where the Developer seeks to receive City entitlements for a residential housing project with 87 detached single-family homes (the “Irby Ranch”).

C. Developer and the City have entered into an Affordable Housing Agreement for Irby Ranch dated March 1, 2017 in which the affordable housing requirement for the project is addressed through support for Sunflower Hill’s concept proposal in developing affordable, multi-family supportive housing for special needs adults on a 1.64 acre portion (the “Inclusionary Parcel”) of the Development Site, as well as provide other financial assistance.

D. Sunflower Hill seeks to develop a new affordable residential project for individuals with special needs that will be subject to the following parameters: a maximum of 30 individual residential units to be constructed in apartment/multi-family style buildings; maximum building height will be 2 stories or not more than 30 feet from finished grade on the property; minimum number of parking spaces will be 30; and community center will not exceed 5,000 square feet and may serve both the on-site residents and individuals from the greater community (“Project”) on the Inclusionary Parcel.

E. Sunflower Hill and the City acknowledge that this Project scope is preliminary in nature and subject to modification pending California Environmental Quality Act (“CEQA”) compliance, approval of a General Plan Amendment, Downtown Specific Plan Amendment and PUD Zoning by the City Council for Irby Ranch and the Project, as well as securing funding and determining Project operation management.

F. The purpose of this Agreement is to (i) facilitate the negotiation of a disposition and development agreement (“DDA”) between the City, Sunflower Hill and its development partner (collectively “Sunflower Hill”); and, (ii) establish procedures and standards for the negotiation of a DDA pursuant to which the City would convey the Inclusionary Parcel to Sunflower Hill and Sunflower Hill would develop, own, and operate the Project.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, City and Sunflower Hill agree as follows:

1. City Pre-Development Funds to Sunflower. City shall provide predevelopment funds in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) to Sunflower Hill for

Sunflower Hill to use for preliminary project design costs, architectural work, feasibility studies and other pre-development costs related to the Project. Sunflower Hill shall submit a proposed budget for use of such funds, not otherwise payable by Developer, for review and approval by the City's Assistant City Manager. After the budget is approved, Sunflower Hill shall submit invoices consistent with the budget to the City's Housing Specialist for reimbursement.

a. Except as otherwise approved as a pre-development cost paid for by this grant, all costs and expenses (including, without limitation, staff, consultant and legal fees and expenses) incurred in connection with this Agreement shall be paid by the party incurring such expense.

b. Sunflower Hill shall at all times keep the Inclusionary Parcel free and clear of all liens and encumbrances affecting title arising from any work or services contracted for by Sunflower Hill. Sunflower Hills' indemnification obligations to discharge liens arising from any work or services contracted for by Sunflower Hill that attach to the Inclusionary Parcel as set forth in this Section 1 shall survive the expiration or earlier termination of this Agreement. For any work or services contracted by Sunflower Hill to occur on the Inclusionary Parcel, Sunflower Hill shall require that Sunflower Hill, its contractors and agents carry at least \$1,000,000 of general liability insurance per occurrence, and workers compensation insurance as required by law, and provide that Irby Ranch, LLC, is named as an additional insured for such policies, and provide certificates of insurance to Irby Ranch, LLC.

c. Funding provided under this Agreement is to identify preliminary project feasibility and it is understood that the commitment of additional funding for predevelopment activities or other project financing may only occur under the conditions described in Section 2c. For any reason if the project is found by Sunflower Hill or the City to be infeasible, the funding provided to Sunflower Hill through this Agreement shall become a grant to the project and shall not be repayable. Otherwise, funds provided under this Agreement shall be included as part of any future loan provided by the City and would be included within the maximum City support described in Section 2.d., below.

2. Activities & Milestones for Sunflower Hill. Sunflower Hill will use due diligence to refine the Project's concept to serve as a basis for further negotiations of the DDA and shall achieve the following milestones under this Agreement:

a. Development Partner. Sunflower Hill will partner with a qualified and experienced developer and/or operator for the Project. Such partner shall be presented to and subject to approval by the Assistant City Manager no later than March 29, 2019.

b. Project Plans. Sunflower Hill will submit an application to the City for a planned unit development (PUD) plan following the parameters described in Recital D, above, on or before June 1, 2020.

(i) Sunflower Hill Studies. During the Term of this Agreement, Sunflower Hill shall use its best efforts to prepare, or have prepared, studies, surveys, plans, specifications and/or reports that Sunflower Hill deems necessary or desirable to determine the suitability of the Inclusionary Parcel for the Project and as needed to support the negotiations of a DDA. Such

studies may include design studies, appraisal, financial feasibility analyses and legal review. Any studies or reports obtained by Sunflower Hill from third parties through the use of the predevelopment funds provided in Section 1, above, shall become the property of the City if the Project is not built.

c. Financing. Sunflower Hill will be required to demonstrate the financial feasibility of Project construction and operation, and shall provide the City with a detailed financial pro forma containing matters typically included in pro forma as (such as financing sources, uses, project income and expenses) and a description of proposed arrangements for the provision of tenant services. Sunflower Hill will prepare and present a preliminary financial pro forma and budget for construction and operation of the Project (for both the housing and on-site amenities), subject to the approval of the Assistant City Manager no later than September 30, 2019.

As part of the negotiation of a DDA, including future City contribution of a portion of Project's costs through a predevelopment loan agreement, ground lease and other permanent financing from the City, Sunflower Hill shall submit a financing proposal for Project construction and permanent financing. Sunflower Hill shall provide this proposal to the City no later than March 31, 2020. Any purchase and sale agreement, ground lease, loan documents or other documents between the City and Sunflower Hill, which may be assignable with the City's consent, will address the terms and conditions for any construction and/or permanent financing that the City will provide to the Project.

d. City Future Financial Contribution. Such preliminary budget/pro forma may include the \$1,000,000 to be paid by Developer to the City as provided in Irby Ranch's Affordable Housing Agreement, which \$1,000,000 shall be applied to further predevelopment and Project construction costs. The proposed budget may also include other proposed City funding for partial funding of the Project, which shall not exceed \$2,250,000 inclusive of the aforementioned \$1,000,000 being provided by Developer. Sunflower Hill acknowledges that any and all City funding is subject to approval by the City Council.

e. 2021 deadline. No activities described in this section shall be extended later than September 30, 2021, unless as described in Section 5.

f. Extensions. The deadlines provided in this Section 2, with the exception of Subsection e, may be extended in the reasonable discretion of the City Manager and reported to the City Council.

g. Merger. Upon execution of a DDA between the parties, the terms of the DDA shall control the entire subject matter contained within this Agreement.

3. Good Faith Efforts to Negotiate. As Sunflower Hill meets the milestones described in Section 2, above, the City and Sunflower Hill shall use their best efforts to successfully negotiate a purchase and sale agreement, ground lease, loan documents or other related documents which shall describe the terms and conditions that will govern the transfer of the Inclusionary Parcel to Sunflower Hill for its Project. In no event shall this Agreement impose any binding obligation on the City to convey the Inclusionary Parcel to Sunflower Hill, nor does it obligate

the City to grant any approvals or authorizations required for the Project. Without limiting the generality of the foregoing, the parties expressly acknowledge that purchase and sale agreement, ground lease, loan documents or other documents resulting from negotiations shall become effective only if such documents are approved by the City Council following notice and hearing as required by applicable law and compliance with all other requirements of law, including the CEQA as applicable.

4. Sunflower Hills' Exclusive Right to Negotiate With City. The City agrees that it will not, during the term of this Agreement (the "Term") consider or solicit the submission of bids, offers or proposals by any person or entity with respect to the development of the Inclusionary Parcel, and City shall not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the disposition or development of the Inclusionary Parcel.

5. Term. The Term of this Agreement shall commence on the Effective Date, and shall terminate on October 29, 2021, unless extended or earlier terminated as provided herein. The City Manager is authorized to extend the Term by up to an additional one hundred eighty (180) days upon the mutual written agreement(s) of the Parties without further approval of the City Council. Extension of the Term shall be conditional upon execution by Sunflower Hill of all activities described in Section 2 of this Agreement for purposes necessary to complete the negotiation or drafting of future development or loan documents between the Parties. Further extensions of the Term of this Agreement must be agreed upon in writing by all Parties.

6. Termination. This Agreement may be terminated at any time by mutual consent of the parties. City shall have the right to terminate this Agreement upon good faith determination that Sunflower Hill is not proceeding diligently and in good faith to carry out its obligations pursuant to this Agreement. City shall exercise such with by providing at least thirty (30) working days written notice to Sunflower Hill which notice shall describe the nature of Sunflower Hill's default hereunder. Notwithstanding the foregoing, if Sunflower Hill commences to cure such default within such 30-day period and diligently takes all action to cure to completion within the earliest feasible time but not later than ninety (90) days following the date of the notice, this Agreement shall remain in effect. Sunflower Hill shall have the right to terminate this Agreement, effective upon 30 days' written notice to City, if the results of its investigation of the Inclusionary Parcel are unsatisfactory with respect to Sunflower Hill's desired Project or if Sunflower Hill is unable to obtain other necessary approvals, financing, rights or interests. Neither party shall have the right to seek any award of damages as a result of termination of this Agreement pursuant to this Section.

7. Relationship of Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

8. AS-IS Conveyance. Except as stated herein, the City makes no representations or warranties regarding the physical condition of the Inclusionary Parcel or its suitability for Sunflower Hill Project. Sunflower Hill acknowledges that City intends to condition Irby Ranch on stubbing utilities to the Inclusionary Parcel, sizing utilities to serve the Project, and grading

the Inclusionary Parcel to be development ready, but that Sunflower Hill will need to accept the Inclusionary Parcel in its as-is condition if conveyed. The City warrants and represents that it intends to accept the Inclusionary Parcel free of encumbrances except for encumbrances mutually agreeable to the City and Sunflower Hill.

9. City to Pass-Through Disclosures. Sunflower Hill acknowledges that the City currently is not the fee owner of the Development Site or the Inclusionary Parcel and therefore the City has not undertaken nor possesses due diligence reports, studies or other disclosure documents related to the Development Site. If the City comes into possession of documents related to the Development Site from the Developer or Owners as part of the entitlement of the Irby Ranch project that are subject to release, City will use its best efforts to notify Sunflower Hill and provide Sunflower Hill a copy of, or access to, such documents as relates to the Inclusionary Parcel.

Sunflower Hill acknowledges that the City may have existing records regarding the Inclusionary Parcel in its Building Division, Planning Division, Livermore-Pleasanton Fire Department, or other City archive records, but that the City is not undertaking to research or retrieve such potential records. Sunflower Hill may undertake its own research for such records as part of its due diligence regarding the Inclusionary Parcel and Project feasibility.

10. Right of Entry. Sunflower Hill acknowledges that the City is not yet the fee owner of the Inclusionary Parcel, and that Sunflower Hill will need to work directly with the Developer to gain access to the Inclusionary Parcel for any needed studies, testing or other pre-development activities for the Project.

11. Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by air courier, sent by prepaid registered or certified mail with return receipt requested, or sent by facsimile, and shall be deemed to have been given on the earliest of (a) receipt or refusal of receipt; (b) one business day after delivery to an air courier for overnight expedited delivery service; (c) five (5) business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified); or (d) on the day of its transmission by facsimile if transmitted during the business hours of the place of receipt, otherwise on the next business day, provided that a copy of such notice, consent or other communication is also delivered pursuant to clause (b) or (c) above. All references to “business days” herein shall exclude weekends and State or Federal holidays. All notices shall be addressed as follows (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the City, at:

City of Pleasanton
P.O. Box 520
Pleasanton, California 94566
Attention: Nelson Fialho, City Manager
Facsimile No.: (925) 931-5482
Email: NFialho@cityofpleasantonca.gov

If to the Sunflower Hill, at:

P.O. Box 11436
Pleasanton, CA 94588
Attention: Susan Houghton, President, Board of Directors
Email: susan@sunflowerhill.org

12. Indemnification. Sunflower Hills hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless and defend the City and its respective elected and appointed officials, officers, agents, representatives and employees (all of the foregoing, "Indemnitees") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) (all of the foregoing, collectively hereinafter "Claims") arising out of or in connection with this Agreement; provided however, Sunflower Hills shall have no indemnification obligation with respect to the gross negligence or willful misconduct of any Indemnitee. Sunflower Hills' indemnification obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

14. Entire Agreement; Amendments In Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

15. Successors and Assigns: No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, which may be withheld in such Party's sole discretion, and any such transfer or assignment without such consent shall be void. Notwithstanding the foregoing, if the City approves the Project, this Agreement is freely assignable to an entity created by or at the behest of Sunflower Hill to accommodate the anticipated financing of the Project. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run

to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.


16. Brokers. Each Party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section 17 shall survive the expiration or earlier termination of this Agreement.

17. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in Alameda County Superior Court.


THIS AGREEMENT is executed the date first above written.

SUNFLOWER HILL, INC.

By: 
Name: Susan Houghton
Title: President of the Board of Directors

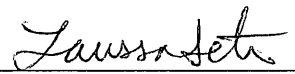
By: _____
Name:
Title:

CITY OF PLEASANTON


Nelson Fialho, City Manager

Attest:

Karen Diaz, City Clerk

Approved as to Form:

for Dan Sodergren, City Attorney

Sunflower Hill and SAHA
invite you to a

Community Open House for Sunflower Hill at Irby Ranch

A proposed housing development located at
3988 First Street, 3878 Stanley Blvd, 3780 Stanley Blvd.
(Future site address 3701 Nevada Street) in the City of Pleasanton
For more information visit: www.sunflowerhill.org



Meet the design team, provide feedback, and learn about the development process and timeline.

Monday, September 11, 2017

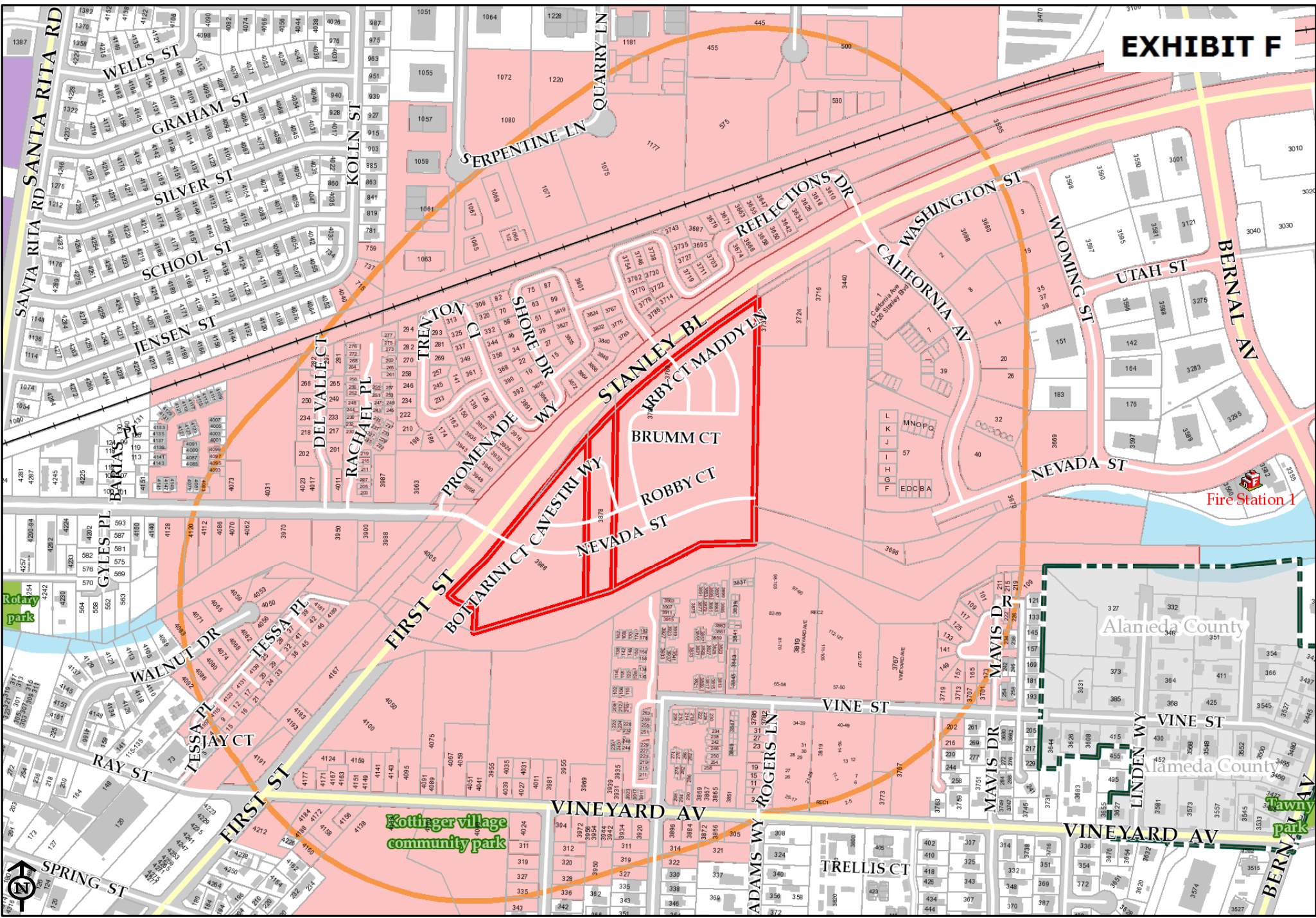
6:30pm—8:00pm

Remillard Conference Center
Pleasanton Operations Service Center
3333 Busch Road
Pleasanton CA 94566

Sunflower Hill

RSVP to abbas@sunflowerhill.org
(Appreciated but not required)





PUD-129, 3780 Stanley Boulevard, Sunflower Hill

Planning Division
October 18, 2017

