

RECORDING REQUESTED BY:  
CITY OF PLEASANTON

When Recorded, Return to:  
Office of the City Clerk  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

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Recording requested Pursuant to  
Government Code Sections  
27383 & 6103 – No Fee

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is made and entered into as of \_\_\_\_, 2017, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California (“City”), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 (“Developer”), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the “Agreement”) dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the “First Amendment”), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The parties entered into the Second Amendment to Development Agreement (the “Second Amendment”), dated as of June 13, 2013, as approved by the City Council by its Ordinance No. 2073. The Second Amendment to Development Agreement was recorded on September 5, 2013 as Instrument No. 2013299219 in the Official Records of Alameda County.

D. The City and Developer desire to extend the term of the Agreement, First Amendment, and Second Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City,

the City has determined that this Third Amendment is an appropriate supplement to the Agreement and First and Second Amendments thereto.

E. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, Second Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

F. On \_\_\_\_\_, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Third Amendment, based on the following findings and determinations: that this Third Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on \_\_\_\_\_, 2017, the City Council held a duly noticed public hearing on this Third Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Third Amendment by introducing Ordinance No. \_\_\_\_\_. On \_\_\_\_\_, 2017, the City Council adopted Ordinance No. \_\_\_\_\_.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2022.

2. Except as expressly modified by this Third Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First and Second Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Third Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

“City”

CITY OF PLEASANTON, a  
Municipal corporation of the  
State of California

Attest:

\_\_\_\_\_  
Karen Diaz, City Clerk

By: \_\_\_\_\_  
Nelson Fialho  
City Manager

Approved as to Form:

By: \_\_\_\_\_  
Daniel G. Sodergren  
City Attorney

“Developer”

STONERIDGE PROPERTIES LLC, a  
Delaware limited liability company, doing  
business in California as STONERIDGE  
ASSOCIATES, LLC

By: MILLS SUPER-REGIONAL MALLS  
GP, L.L.C., a Delaware limited liability  
company, its Managing Member

By: \_\_\_\_\_

Title: \_\_\_\_\_



2013299219

09/05/2013 10:24 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 0.00

RECORDING REQUESTED BY:  
CITY OF PLEASANTON



4 PGS

When Recorded, Return to:  
Office of the City Clerk  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

PA  
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HT

Recording requested Pursuant to  
Government Code Sections  
27383 & 6103 - No Fee

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of June 18, 2013, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

**RECITALS:**

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the "First Amendment"), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The City and Developer desire to extend the term of the Agreement and First Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Second Amendment is an appropriate supplement to the Agreement and First Amendment thereto.

D. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

E. On May 8, 2013, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Second Amendment, based on the following findings and determinations: that this Second Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on June 4, 2013, the City Council held a duly noticed public hearing on this Second Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Second Amendment by introducing Ordinance No. 2073. On June 18, 2013, the City Council adopted Ordinance No. 2073.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2017.

2. Except as expressly modified by this Second Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

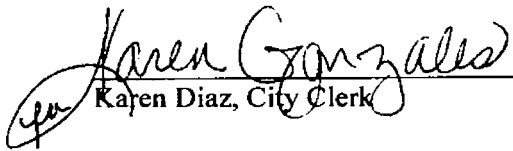
3. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Second Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

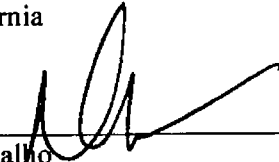
"City"

CITY OF PLEASANTON, a  
Municipal corporation of the  
State of California

Attest:

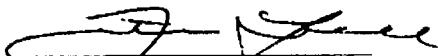
  
Karen Diaz, City Clerk

By:

  
Nelson Fialho  
City Manager

Approved as to Form:


By:

  
Jonathan Lowell  
City Attorney

"Developer"

STONERIDGE PROPERTIES LLC, a  
Delaware limited liability company, doing  
business in California as STONERIDGE  
ASSOCIATES, LLC

By: MILLS SUPER-REGIONAL MALLS  
GP, L.L.C., a Delaware limited liability  
company, its Managing Member

By:   
David J. Contis  
Title: Senior Executive Vice President -  
President Simon Mills

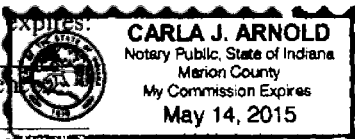
STATE OF INDIANA  
COUNTY OF MARION

Before me, the undersigned, a Notary  
Public in and for Marion County, State of Indiana,  
personally appeared DAVID J. CONTIS  
and acknowledged the execution of the foregoing  
instrument this 22nd day of July, 2013.

Printed: Carla J. Arnold

My commission expires:

County of residence:



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\*\*\*\*\*

STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

On August 14, 2013, before me, KAREN D. GONZALES, Notary Public, personally appeared NELSON FIALHO who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Karen D. Gonzales* [Seal]



## ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal above on this document reads as follows:

NAME OF NOTARY PUBLIC: KAREN D. GONZALES

COMMISSION NUMBER: 2012158

NOTARY PUBLIC STATE: CALIFORNIA

NOTARY PUBLIC COUNTY: ALAMEDA

MY COMMISSION EXPIRES: MARCH 15, 2017

SIGNATURE OF DECLARANT:

*Karen D. Gonzales*

PRINT NAME OF DECLARANT: Karen D. Gonzales

CITY & STATE OF EXECUTION: Pleasanton, California

DATE SIGNED: August 14, 2013



No Fee

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A15 22 7.00 63.00 0.00 0.00 0.00 0.00 0.00  
0.00

This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566-0802  
Attn: City Attorney

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14

**ATTACHMENT 2**

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of January 6, 1998, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 under Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The City and Developer desire to amend the Agreement with regard to the funding and reimbursement mechanism applicable to required Traffic Mitigation Improvements. In addition, the parties have agreed to extend the term of the Agreement and to modify the scope of the Project (i.e., future expansion of Stoneridge Regional Shopping Center) as defined therein. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the



City, the City has determined that this Amendment is an appropriate supplement to the Agreement.

C. The City has examined the environmental effects of the Project as modified and, based on the Initial Environmental Study and the Traffic Mitigation Improvements, has determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

D. On July 23, 1997, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Amendment, based on the following findings and determinations: that this Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

E. Thereafter, on December 9, 1997, the City Council held a duly noticed public hearing on this Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Amendment by introducing Ordinance No. 1732. On January 6, 1998, the City Council adopted Ordinance No. 1732.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Revised Description of Project and Property.

(a) The description of the Project is hereby amended and restated in the form of revised Exhibit C attached hereto. As so revised, the Project shall constitute additional future Floor Area in the Shopping Center of up to 380,000 square feet and related improvements.

(b) The Property is presently defined in the Agreement to be that portion of the Shopping Center, consisting of approximately 35 acres, owned by Developer. As redefined, the Project now extends to development within the entire Shopping Center, consisting of approximately of 75 acres. At such time as, pursuant to the Agreement, further development occurs within the Shopping Center on portion(s) thereof not owned by Developer, the parties hereto shall supplement this Amendment (by way of

modification to Exhibits A and B to the Agreement) to include within the definition of the "Property" that portion of the Shopping Center being so developed. Such modification shall be by way of implementation of the terms and conditions of this Amendment and may be completed by City staff without further public hearings.

2. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2012.

3. Traffic Mitigation Improvements. Sections 3.2(a) and 3.2(b) of the Agreement are hereby amended and restated to read as follows (with Sections 3.2(c) through (e) being redesignated as Sections 3.2(i) through (k), respectively):

3.2 Conditions.

(a) Traffic Mitigation Improvements; Estimated Costs. In consideration of the City's entering into this Agreement, Developer agrees to contribute to the cost of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. The City has identified these Traffic Mitigation Improvements as necessary to maintain adequate levels of service for traffic circulation in and around the Stoneridge Shopping Center area of North Pleasanton as development occurs on certain properties which currently are undeveloped or on other properties which are developed but may be redeveloped or the uses thereon expanded or intensified. The City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic services (LOS) at any intersection identified on Exhibit D below LOS "D". As shown on Exhibit D, the estimated costs of constructing the Traffic Mitigation Improvements ("Estimated Traffic Mitigation Improvements Costs"), based on present construction costs, is \$1,080,000. Certain funding sources ("Existing Funding Sources") exist, a list of which is set forth in Exhibit E attached. All funds from time to time held by the City from the Existing Funding Sources (or hereafter from a Contributing Project, as defined below) are to be applied to the Traffic Mitigation Improvements Costs next incurred by the City. The City, and not Developer, shall be responsible for collecting from the Existing Funding Sources (and hereafter from Contributing Projects, as aforesaid) all funds referred to in this Section 3.2. After deducting the Existing Funding Sources from the Estimated Traffic Mitigation Improvements Costs, the remaining Traffic Mitigation

Improvements Costs ("Net Estimated Traffic Mitigation Improvements Costs") is \$954,750, as shown on Exhibit F.

(b) Developer's Share of Net Estimated Traffic Mitigation Improvement Costs. A list of the currently identified projects that will contribute ("Contributing Projects") to the Traffic Mitigation Improvements Costs is shown on Exhibit F. (Said list has been compiled by the City based upon development projects as to which development agreements, applications or other submittals to the City or similar evidence of expected development existed as of October 1, 1997; said list of Contributing Projects shall be revised from time to time by the City as development expectations change.) Based upon the foregoing and subject to adjustment as hereinbelow provided, Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (calculated as a percentage) shall be fifty and one-half percent (50.5%) ("Developer's Percentage Share"). Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (in terms of present dollars) is, accordingly, \$482,149 ("Developer's Estimated Required Payment"). Developer's Percentage Share and Developer's Estimated Required Payment shall be adjusted as specifically provided in this Section 3.2.

(c) Developer's Payments.

(i) Payment of Net Estimated Traffic Mitigation Improvements Costs. Subject to Developer's responsibility for increased costs (pursuant to subparagraph (g) below) and the City's responsibility for reimbursement to Developer (pursuant to subparagraph (e) below), Developer (or its successor, including a major department store within the Shopping Center ["successor"]) shall pay to the City either the Net Estimated Traffic Mitigation Improvements Costs or, if the actual costs of particular Traffic Mitigation Improvements have been determined by bid, the Net Actual Traffic Mitigation Improvements Costs, for the Traffic Mitigation improvements, when (1) Developer (or its successor) obtains a building permit for any portion of the Project as identified on Exhibit F, and (2) the City Engineer reasonably determines that the LOS at any intersection identified on Exhibit D will be below LOS "D" following completion of the improvements covered by such building permit. If the circumstance referred to in clause (2) will not exist following the completion of such improvements (i.e., no Traffic Mitigation Improvements must be completed at the time of such development), then Developer (or its successor) shall pay to the City Developer's Estimated Required Payment (or allocable portion thereof, as referred to below) at such time as either (A) the City is obligated to pay Reimbursement Fees to a Contributing Project as provided in subparagraph (e) below, or (B) the City

thereafter incurs costs in connection with the completion of any Traffic Mitigation Improvements; such payment may be made in installments, as necessary, in order to satisfy the foregoing, and any such accrued payment obligation shall continue as an obligation of Developer (or its successor) to the extent the same remains unpaid at the termination of this Agreement. (Notwithstanding the foregoing, Developer (or its successors) may elect not to defer payment of Developer's Estimated Required Payment as referred in the preceding sentence, but rather may pay same to the City upon issuance of the aforesaid building permit.) The foregoing reference to "allocable portion" shall be understood to refer to that circumstance where Developer (or its successor) completes only a portion of the Project as referred to on Exhibit F; by way of example, if Developer (or its successor) were to construct an additional 100,000 sq. ft. of Floor Area within the Shopping Center, then Developer's allocable portion of its Estimated Required Payment would be 17.9% (100,000 sq. ft. divided by the total Project size of 558,000 sq. ft. as shown on Exhibit F) of the total Estimated Required Payment for Developer (i.e.,  $0.179 \times \$482,149 =$  approximately \$86,305).

(ii) Increase in Net Estimated Traffic Mitigation Improvements Costs. Any portion of the Net Estimated Traffic Mitigation Improvements Costs not paid to the City by Developer by January 1, 1999 shall increase by an interest factor equal to the Prime Rate from such date to the date of payment. The term "Prime Rate" shall mean the rate of interest which Wells Fargo Bank, N.A. ("WFB") announces publicly at its main office in San Francisco, California, as its "prime rate" for unsecured commercial loans. If WFB no longer announces a prime rate, the term "Prime Rate" shall mean the "reference rate", "base rate" or other comparable rate which WFB announces in lieu of the prime rate. Changes in the Prime Rate shall be effective as of the date announced by WFB.

(d) Liability of Contributing Projects. In addition to Developer's property, other properties will benefit from the Traffic Mitigation Improvements. The boundaries of such benefitted properties are depicted on Exhibit G attached hereto. As of October 1, 1997, the City has identified five "Contributing Projects" which will benefit from completion of the Traffic Mitigation Improvements, as shown on Exhibit F. The City has assigned each Contributing Project (including Developer's) a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. That percentage share of the Traffic Mitigation Improvements Costs of each of the currently identified Contributing Projects and their required payments are also shown on Exhibit F. Each

Contributing Project's share is based upon its estimated peak hour trips as a percentage of the total peak hour trips contributed by all such Contributing Projects. Over time, the number of Contributing Projects is expected to change as properties develop, redevelop or as existing uses expand, intensify or consolidate. As that occurs, the City shall revise the list of Contributing Projects and the relative percentages among the Projects so that each Project that has not already paid its entire share shall then be responsible to pay its share of the Traffic Mitigation Improvements Costs based on its estimated peak hour trips as a percentage of the total peak hour trips contributed by all identified Contributing Projects. Each Contributing Project's contribution shall be based on its percentage share of the Traffic Mitigation Improvements Costs. (To the extent any Contributing Project has paid its entire share of the Traffic Mitigation Improvements Costs when it obtained a building permit or permits, such Project shall not be responsible for any additional contribution should the Project's percentage thereafter increase; similarly, should such Project's percentage decrease, such Contributing Project shall not be entitled to a refund.) Any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs not paid by the owners of the Contributing Projects by January 1, 1999 shall increase by an interest factor equal to the Prime Rate. The interest factor shall be applied from such date to the date of payment. The owner of each Contributing Project shall also be responsible for its percentage share (as stated in Exhibit F, as the same may be revised) of the Excess Traffic Mitigation Improvements Costs (as defined below). To the extent that any BART facilities are developed within the area shown on Exhibit G, the City shall likewise diligently pursue all available means to require that BART bear its fair share of Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis as any other Contributing Project.

(e) Reimbursement From Contributing Projects. If Developer has paid to the City any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs (or Excess Traffic Mitigation Improvements Costs) attributable to another Contributing Project (i.e., Developer has paid an amount in excess of Developer's Estimated Required Payment, or allocable share thereof, as earlier discussed, in the event that a portion only of Developer's Project has been developed), then Developer shall be entitled to reimbursement of the full amount of such excess, plus an interest accrual thereon at the Prime Rate from the date paid until reimbursed hereunder (the "Reimbursement Fee"). The City shall require payment by each Contributing Project, as a condition of the next approval requested by the Contributing Project, of such Project's percentage share of the Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis that Developer is obligated to make payments for same in accordance with subparagraph (c) above.

The City shall collect such amounts in conjunction with each building permit requested by a Contributing Project. The City shall use its best efforts to prevent Contributing Projects from receiving any City approvals without the condition that they make such payments and shall not issue permits, licenses or consents for development of the Contributing Projects without such payments being made (or committed to, as applicable). If, for any reason, the City grants an approval to a Contributing Project but voluntarily elects not to collect or impose such payment in respect of the Net Actual/Estimated Traffic Mitigation Improvements Costs, then the City shall, for all purposes, be deemed to have collected the required payment from the Contributing Project and shall, accordingly, be obligated to advance from the City's general funds the full amount thereof for the purpose of paying such Traffic Mitigation Improvements Costs and/or making a payment of Reimbursement Fees to Developer hereunder, as applicable. To the extent that Reimbursement Fees are owed to Developer (or any other Contributing Project which may have advanced more than its applicable percentage share of Traffic Mitigation Improvements Costs), then the City shall be obligated to pay such Reimbursement Fees owed, subject to the following: (i) payments collected from each Contributing Project shall first be applied in payment of Actual Traffic Mitigation Improvements Costs then payable in order to maintain LOS "D" at the required intersections as stated above; and (ii) any remaining funds collected shall be applied in payment of Reimbursement Fees, with such payments to be allocated among Developer and other Contributing Projects owed Reimbursement Fees in proportion to the amount of such Reimbursement Fees owed to each such person. Notwithstanding any termination of this Agreement, the City shall continue to pay to Developer Reimbursement Fees which may be owed to Developer from payments later collected by the City from other Contributing Projects, until Developer's Reimbursement Fees have been fully repaid.

(f) This subparagraph sets forth several examples of the manner in which Reimbursement Fees would accrue and, ultimately, be paid hereunder. The addition of the Sears department store shall trigger the need to widen Canyon Way in the form of the Traffic Mitigation Improvement listed as Item A-1 on Exhibit D. Assuming that the Actual Traffic Mitigation Improvement Costs therefor are \$500,000, then Developer (and/or Sears, as its successor) would be required to pay to the City \$374,750 (i.e., the Actual Traffic Mitigation Improvement Costs less the Existing Funding Sources totalling \$125,250). Said payment would generate a Reimbursement Fee to Developer in the amount of \$220,450 calculated as follows:

(i) 178,000 sq. ft. (Sears store) divided by 558,000 sq. ft. (total Project) yields an allocable share of the total Project of approximately 32%;

(ii) 32% of Developer's Estimated Required Payment is approximately \$154,300 (0.32 x \$482,149); and

(iii) the difference between \$374,750 and \$154,300 is \$220,450, which constitutes the amount paid in excess of such allocable share.

Assume that (1) the next Contributing Project is required to fund an additional Traffic Mitigation Improvement, the actual cost of which is \$325,000, and (2) such Contributing Project's total Estimated Required Payment is \$250,000. A Reimbursement Fee would then be payable to such Contributing Project in the amount of \$75,000 (namely, the difference between \$325,000 and \$250,000). Assume further that an additional Contributing Project is constructed at a time when no additional Traffic Mitigation Improvement must be constructed, and that such Contributing Project pays to the City, at issuance of the building permit therefor, its Estimated Required Payment of \$100,000 (including the accrual factor, to the extent applicable, referred to in subparagraph (c)(ii) above). Said \$100,000 would be paid by the City, by way of partial pro rata repayment of Reimbursement Fees, to Developer (\$74,600) and to the second Contributing Project in the example (\$25,400), which payments reflect a proportional allocation between Developer (owed a Reimbursement Fee of \$220,450) and the second Contributing Project (owed a Reimbursement Fee of \$75,000).

As provided in subparagraph (e) above, an accrual factor (at the Prime Rate) shall be added to unpaid Reimbursement Fees. By way of illustration utilizing the foregoing example, assume that the \$100,000 is paid by the City to Developer and the second Contributing Project two years and one year, respectively, after each had advanced funds to pay for the particular Traffic Mitigation Improvement required at the time their respective building permits were issued; assume further that the Prime Rate was 8% per annum during the two-year period referred to, and that such two-year period commenced after January 1, 1999. The total Reimbursement Fee due Developer would be the sum of \$220,450 plus approximately \$35,270 (namely, two years' accrual at 8% on \$220,450), or a total of \$255,720. Similarly, the total Reimbursement Fee due the second Contributing Project would be \$75,000 plus \$6,000 (one year's accrual at 8% on \$75,000), or a total of \$81,000. Using the foregoing figures, the \$100,000 would be allocated \$75,900 to Developer and \$24,100 to the second Contributing Project, in proportion to the total Reimbursement Fees (including the accrual) owed to each at the date of reimbursement by the City.

(g) Developer's Responsibility For Increased Costs.  
The current Estimated Traffic Mitigation Improvements Costs

may be inaccurate for many reasons, or the Traffic Mitigation Improvements Costs may increase after the date of this Agreement at a rate other than the Prime Rate. Developer shall be responsible for Developer's Percentage Share of the costs of the Traffic Mitigation Improvements identified in Exhibit D in excess of \$954,750 ("Excess Traffic Mitigation Improvements Costs"), subject to the following limitations:

(i) Developer's Maximum Liability. Developer's maximum liability for Excess Traffic Mitigation Improvements Costs shall be ten percent (10%) of Developer's Estimated Required Payment (i.e., 10% of \$482,149 or \$48,215);

(ii) City's Obligation. Any Excess Traffic Mitigation Improvements Costs beyond Developer's maximum liability therefor as aforesaid shall be paid by the City; and

(iii) Reimbursement from Contributing Projects. The owner of each Contributing Project shall be required to pay to the City such Contributing Project's percentage share of the Excess Traffic Mitigation Improvements Costs paid by Developer, the City or any other Contributing Project which has advanced Excess Traffic Mitigation Improvements Costs, together with interest at the Prime Rate from the date of payment by such person or entity to the date of reimbursement by the owner of the Contributing Project. Such payment shall be required concurrent with the payment by such Contributing Project of its percentage share of Traffic Mitigation Improvements Costs generally. Upon receipt of such payment toward the Excess Traffic Mitigation Improvements Costs, the City shall apply same to repayment of such Excess Traffic Mitigation Improvements Costs advanced by Developer, the City and/or any other Contributing Project in proportion to the amount thereof advanced by each such person.

(h) Future Impact Fee. In the event the City should hereafter adopt a traffic impact or similar capital improvements fee or fees, the purpose and use of which would include any of the Traffic Mitigation Improvements, the payment obligations of Developer (and its successors) under this Section 3.2 shall be credited against such fees.

4. Additional Traffic Improvements. Section 3.2(i) of the Agreement is revised by adding the following at the end thereof:

"Additional Traffic Improvements as used herein shall specifically mean mitigation measures identified by the City to offset anticipated traffic impacts should it decide not to construct the West Las Positas interchange at I-680. Furthermore, Developer agrees



that the following special conditions shall apply to the additional 202,000 square foot of Floor Area approved as part of the Project pursuant to the First Amendment to Development Agreement (but such conditions shall not apply to the previously approved 178,000 square feet remaining unused at the date of such First Amendment):

(A) no use of such additional Floor Area will be made until the earlier of (x) completion of the West Las Positas study and, as a consequence thereof, any modification of the Circulation Element of the City's General Plan (including revisions to the street network and/or acceptable levels-of-service therein), or (y) December 31, 1999; and

(B) within sixty (60) days following occurrence of the condition referred to in the foregoing subparagraph (A), the City shall, by a majority vote of its City Council, either (x) revoke Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be inconsistent with said Circulation Element (as the same may be amended as a result of the West Las Positas study), or (y) confirm Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be consistent with said Circulation element (as the same may be amended as a result of the West Las Positas study). Such action by the City Council shall be undertaken at a regularly noticed public hearing, and the Council action to revoke or to confirm shall be deemed a legislative action.

Any such revocation shall not affect Developer's other rights and obligations under the Development Agreement as amended, nor limit or prejudice Developer's right at any time to request City approval (whether pursuant to the Development Agreement or otherwise) of additional expansion within the Stoneridge Shopping Center."

##### 5. Miscellaneous.

(a) Developer acknowledges that the City is not guaranteeing that existing LOS standards be maintained in perpetuity and that no guarantee is made that the City will be responsible for keeping intersections at LOS "D" or better.

(b) Developer shall continue to implement a proactive Transportation Systems Management program or other measures which will positively mitigate the Project's otherwise anticipated traffic impacts.

(c) Except as expressly modified by this Amendment, the City and Developer hereby ratify and confirm all of the terms

and conditions of the Agreement, which is fully incorporated herein by reference and shall continue in full force and effect.

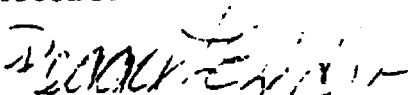
(d) This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Amendment shall be duly recorded in the Official Records of Alameda County.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

"City"

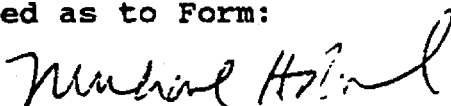
CITY OF PLEASANTON, a  
municipal corporation of  
the State of California

Attest:

  
City Clerk - Peggy L. Ezidro

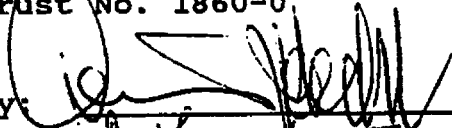
By:   
Deborah A. Acosta,  
City Manager

Approved as to Form:

By:   
Michael H. Roush  
City Attorney

"Developer"

SECURITY TRUST COMPANY,  
as Trustee under  
Trust No. 1860-0.

By:   
Title: Authorized Signatory

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 29th day of January 1998, before me, a Notary Public in and for said County, personally appeared Dennis J. Hecht, to me known to be the person who executed the foregoing instrument, and acknowledged before me that he was duly authorized and did execute the same.

Elaine V. Henderson  
Notary Public

My commission expires: 8/30/98

ELAINE V HENDERSON  
Notary Public, Oakland County, MI  
My Commission Expires Aug. 30, 1998

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

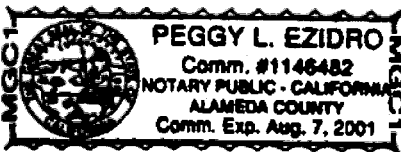
State of CALIFORNIA

County of ALAMEDA

On JAN 22 1998 before me, PEGGY L. EZIDRO NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DEBORAH ADISTA  
Names of Signer(s)

personally known to me - ~~OR~~ -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Peggy L. Ezidro  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

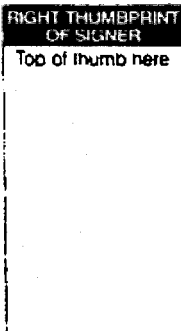
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

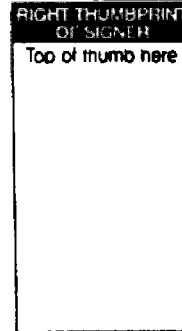
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

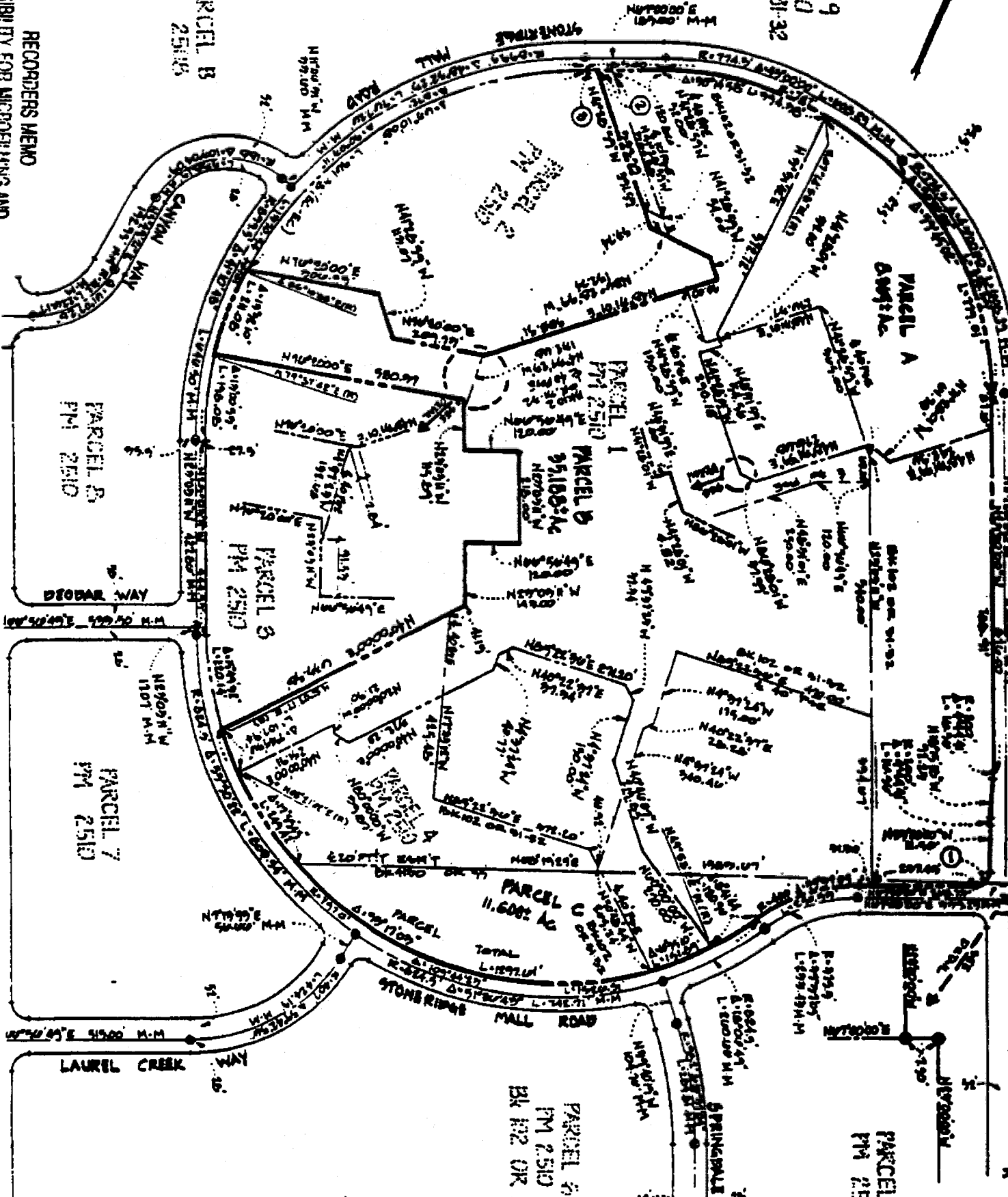
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

PARCEL 9  
PM 2510  
BK 102 OR 31-32



# EXHIBIT A

RECORDERS MEMO  
LEGIBILITY FOR MICROFILMING AND  
COPYING UNSATISFACTORY IN A PORTION  
OF THIS DOCUMENT UNDER SECTION 171

This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566-0802  
Attn: City Attorney

**NORTHWESTERN TITLE CO.**  
**RECORDED IN OFFICIAL RECORDS**  
**OF ALAMEDA COUNTY, CALIF.**  
At 8:30 A.M.

APR - 2 1993

**PATRICK O'CONNELL**  
COUNTY RECORDER

93103418

013

**D.H.**

**DEVELOPMENT AGREEMENT**

**CITY:** City of Pleasanton

**DEVELOPER:** Security Trust Company, as Trustee  
under Trust No. 1860-0

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. Definitions . . . . .	4
1.1 Approvals . . . . .	4
1.2 City Laws . . . . .	4
1.3 Conditions . . . . .	4
1.4 Director . . . . .	4
1.5 Enacting Ordinance . . . . .	4
1.6 Existing City Laws . . . . .	4
1.7 Floor Area . . . . .	4
1.8 Laws . . . . .	4
1.9 Mortgage . . . . .	4
1.10 Mortgagee . . . . .	4
1.11 Party . . . . .	4
1.12 Project . . . . .	4
1.13 Property . . . . .	4
1.14 Shopping Center . . . . .	4
1.15 Traffic Mitigation Improvements . . . . .	4
2. Effective Date; Term . . . . .	5
2.1 Effective Date . . . . .	5
2.2 Term . . . . .	5
3. General Development of the Project . . . . .	5
3.1 Project Vested . . . . .	5
3.2 Conditions . . . . .	5
3.3 Project Phasing . . . . .	8
3.4 Other Governmental Permits . . . . .	8
3.5 Additional Fees . . . . .	9
3.6 Effect of Agreement . . . . .	10
4. Specific Criteria Applicable to Development of the Project . . . . .	10
4.1 Applicable Laws and Standards . . . . .	10
4.2 Application of New City Laws . . . . .	10
4.3 Timing . . . . .	11
4.4 Architectural Review of Project . . . . .	11
4.5 Easements; Improvements . . . . .	11
5. Indemnity . . . . .	11
6. Annual Review . . . . .	11
7. Supersedure by Subsequent Laws . . . . .	12

TABLE OF CONTENTS  
(Continued)

<u>SECTION</u>	<u>PAGE</u>
8. Remedies . . . . .	13
9. Waiver; Remedies Cumulative . . . . .	13
10. Attorneys' Fees . . . . .	13
11. Limitations on Actions . . . . .	13
12. Effect of Court Action . . . . .	14
13. Estoppel Certificate . . . . .	14
14. Mortgagee Protection; Certain Rights of Cure . . . . .	14
14.1 Mortgagee Protection . . . . .	14
14.2 Mortgagee Not Obligated . . . . .	14
14.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure . . . . .	14
15. Right to Assign, etc. . . . .	15
16. Binding on Successors . . . . .	15
17. Amendment . . . . .	15
17.1 General . . . . .	15
17.2 Recordation . . . . .	15
17.3 Amendment Exemptions . . . . .	16
18. Notices . . . . .	16
18.1 Procedure . . . . .	16
19. Miscellaneous . . . . .	17
19.1 Negation of Partnership . . . . .	17
19.2 Approvals . . . . .	17
19.3 Project Approvals Independent . . . . .	17
19.4 Not A Public Dedication . . . . .	17
19.5 Severability . . . . .	17
19.6 Exhibits . . . . .	18
19.7 Entire Agreement . . . . .	18
19.8 Construction of Agreement . . . . .	18
19.9 Further Assurances; Covenant to Sign Documents . . . . .	18
19.10 Governing Law . . . . .	18
19.11 Construction . . . . .	18
19.12 Time . . . . .	18
19.13 Subsequent Projects . . . . .	19



EXHIBITS

- A - Map of Property
- B - Description of Property
- C - Description of Project
- D - Traffic Mitigation Improvements

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of November 5, 1992, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. Developer is the fee owner of that certain parcel of land (the "Property") outlined in Exhibit A and being more particularly described in Exhibit B attached hereto. The Property constitutes approximately 35.19 acres and is that portion of the Shopping Center currently owned by Developer. The Property is presently improved with a two-level enclosed mall, mall stores fronting thereon, exterior parking and other common area facilities, and related improvements. The Property constitutes an integral part of Stoneridge Regional Shopping Center (the "Shopping Center"), which has been constructed in phases by Developer, commencing in 1978, and which now includes major department stores owned and operated by Macy, Penney, Capwell and Nordstrom.

C. Developer intends to add further retail and related common area improvements to the Shopping Center as more particularly described in Exhibit C hereto (said improvements herein collectively referred to as the "Project"). Although the Project as described in Exhibit C refers to additional future Floor Area of up to 356,000 square feet, the Project represents an incremental addition of only 180,000 square feet of Floor Area to the already anticipated and approved build-out of the Shopping Center currently incorporated in the City's traffic models and in other land use approvals in North Pleasanton previously considered by the City.

D. The City has examined the environmental effects of the Project and, based on the Initial Environmental Study and the Traffic Mitigation Improvements hereinbelow referred to, has

determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

E. City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for and secure orderly development of the Project. A development agreement shall facilitate the orderly expansion of the Shopping Center through completion of the Project, which shall provide greater opportunities for traffic management and cohesive, attractive site design and improvements and result in important economic benefits, both direct and indirect, to the City. Developer will incur substantial contractual obligations and related costs in the development of the Project, which will require extended negotiations with and long lead-time commitments from additional major department and specialty store participants in the Shopping Center. In exchange for the benefits to the City and the general public of the expanded Shopping Center, Developer desires to receive assurance that City shall grant permits and approvals required for the development of the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the parties desire to enter into this Agreement.

F. On August 20, 1992, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

G. Thereafter, on September 15, 1992, the City Council held a duly noticed public hearing on this Agreement and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Agreement by introducing Ordinance No. 1578 (the "Enacting Ordinance"). On October 6, 1992, the City Council adopted the Enacting Ordinance. The Enacting Ordinance became effective on November 5, 1992.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein

contained, the parties agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meanings set forth for such terms elsewhere in this Agreement.

1.1 Approvals: Any and all approvals or permits of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, use permits, site clearance, grading plans and permits, and certificates of occupancy.

1.2 City Laws: The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, density, design, improvements and the construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the City's Zoning Ordinance and the City's Subdivision Ordinance.

1.3 Conditions: All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on- or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review, or any other impositions.

1.4 Director: The Director shall mean the Director of Planning & Community Development for the City of Pleasanton.

1.5 Enacting Ordinance: As defined in Recital G.

1.6 Existing City Laws: The City Laws in effect as of the Effective Date (as defined in Section 2.1 below).

1.7 Floor Area: The actual number of square feet of floor space of all floors in any future new building improvements located on the Property (excluding basement space, subterranean areas, and balcony and mezzanine space) within the interior face line of the exterior walls; provided, however, that "Floor Area" shall not include any of the following:

(i) Areas which are used exclusively to house mechanical, electrical, telephone, HVAC and other such building operating equipment, whether or not physically separated or otherwise required by building codes;

(ii) any area designated for the parking of motor vehicles, whether contained in enclosed or

partially enclosed structures or on roofs, whether above, below or at grade, and whether contained in single or multi-level structures;

(iii) any outside areas (including those covered by canopy, awning or other protective cover and which sides are generally unwallled) which is permitted to be and is used for the storage and/or display of merchandise to be sold at retail or exterior restaurant seating or similar purposes; and

(iv) emergency fire and service corridors and all common areas located within building improvements, including, without limitation, all malls, restrooms, pedestrian walkways, stairways, escalators and elevators, and all other similar areas not located within any store.

1.8 Laws: The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.9 Mortgage: A mortgage, deed of trust, sale and leaseback arrangement in which the Property or a portion thereof or an interest therein is sold by Developer and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

1.10 Mortgagee: The holder of the beneficial interest under a Mortgage.

1.11 Party: A signatory to this Agreement, or a successor or assign of a signatory to this Agreement.

1.12 Project: As defined in Recital C.

1.13 Property: The real property outlined in Exhibit A and described in Exhibit B hereto on which Developer intends to develop the Project.

1.14 Shopping Center: As defined in Recital B.

1.15 Traffic Mitigation Improvements: As defined in Section 3.2.

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the obligations of the parties hereunder shall be effective as of

the effective date of the Enacting Ordinance, pursuant to Government Code Section 36937, as specified in Recital G above (the "Effective Date"). The City shall cause this Agreement to be recorded in the Official Records of the County of Alameda, State of California, as provided for in Government Code Section 65868.5. However, failure to execute or record this Agreement within the time period provided for in Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall commence on the Effective Date and shall terminate on the fifteenth (15th) anniversary of the Effective Date.

### 3. General Development of the Project.

3.1 Project Vested. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement and such amendments thereto as shall from time to time be approved, pursuant to this Agreement. Except as otherwise specified herein, this Agreement and the Existing City Laws shall control the overall design, development and construction of the Project, and all improvements and appurtenances in connection therewith, including, without limitation, the permitted uses on the Property, the density and intensity of uses, the maximum height and the number of required parking spaces, all of which shall constitute vested elements of the Project.

### 3.2 Conditions.

(a) Traffic Mitigation Improvements. In consideration of City's entering into this Agreement, Developer shall contribute to the costs of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. City has identified ten development projects (collectively, the "Contributing Projects") in the Stoneridge Shopping Center area which will benefit from completion of the Traffic Mitigation Improvements. City has assigned each Contributing Project a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. As of the date of this Agreement, Developer's contribution percentage is 37.6%. As of August 20, 1991, the net estimated costs to complete the Traffic Mitigation Improvements was \$752,820. Based thereon, Developer or its successors shall contribute, to the cost of completing the Traffic Mitigation Improvements, up to the following amount (such maximum amount herein referred to as the "Developer Contribution"): (i) \$283,060 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing August 20, 1991, to the date of payment, plus (ii) an additional \$28,306, which sum represents 10% of the aforementioned Developer obligation to take

into account possible inaccuracies in the original cost estimates to complete the Traffic Mitigation Improvements. City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic service (LOS) at any intersection identified on Exhibit D below LOS "D". Developer or its successors shall pay to City, in installments, Developer's share of the costs of the Traffic Mitigation Improvements; each such installment shall be calculated by multiplying the Developer Contribution by a fraction, the numerator of which is the Floor Area the subject of the relevant building permit and the denominator of which is 356,000. Each such installment payment shall be made at the later of (i) issuance of the subject building permit or (ii) incurrence by City of the costs to complete the relevant Traffic Mitigation Improvements. The maximum Developer Contribution shall not exceed the lesser of the aforementioned maximum amount or Developer's share of City's actual cost to complete the Traffic Mitigation Improvements. Notwithstanding the foregoing, Developer's contribution percentage, and the maximum Developer Contribution obligation referred to above, shall be reduced in proportion to the burden assumed by any additional development project(s) which the City in good faith determines should be a Contributing Project within the Stoneridge Shopping Center area in respect of a fair allocation of the costs of completing the Traffic Mitigation Improvements. Under no circumstances shall Developer be responsible for paying or advancing any portion of the costs of the Traffic Mitigation Improvements beyond the Developer Contribution, except as provided in Section 3.2(b).

(b) Reference is made to that certain public document dated August 20, 1990 entitled "Reimbursement Agreement for Stoneridge Corporate Plaza II" by and between the City and Crocker Properties Inc. ("Crocker Agreement") whereby Crocker Properties Inc. ("Crocker") agrees to advance, subject to partial reimbursement and certain maximum limitations, the total costs of completing the Traffic Mitigation Improvements. If, despite City's best efforts, Crocker fails to advance the funds for Traffic Mitigation Improvements when, as a result of the Project, LOS at any intersection identified on Exhibit D which will fall below LOS "D" (such advance by Crocker to be in the amount of such costs in excess of Developer's share thereof and other funds, if any, received by the City from Contributing Projects), then Developer will advance the funds necessary to mitigate such intersections, subject to the following conditions:

(i) Developer shall be reimbursed, from payments to be required by the City from Contributing Projects, on the same terms and conditions afforded to Crocker under the Crocker Agreement, including Paragraphs 7 and 8 thereof; and (ii) in no event shall Developer's aggregate obligation so to advance funds exceed a total amount (including Developer's Contribution) equal to the sum of (A) \$752,820 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing

August 20, 1991, to the date of such advance, plus (B) \$28,306. The Crocker Agreement has not been and will not, without the prior written consent of Developer, be amended, modified, canceled, or revoked if the effect thereof would be to alter, condition or impair any such reimbursement rights in favor of the Developer. If (x) Crocker has advanced to City costs (in excess of Crocker's pro rata share thereof) to complete Traffic Mitigation Improvements, and (y) Developer has paid to City a portion of the Developer Contribution as provided in subparagraph (a) above, and City has paid or tendered such payment to Crocker as the "Reimbursement Fee" then payable to Crocker under Section 7(b) of the Crocker Agreement, and (z) Crocker has asserted that the amount thereof is less than the amount then due it under such provision of the Crocker Agreement in respect of the Project, and it is ultimately determined (by judgment or settlement reasonably approved by Developer) that City is obligated, at that time and in respect of the Project, to pay a Reimbursement Fee to Crocker in excess of the Developer Contribution theretofore paid under this Agreement, then Developer shall make a supplemental payment to City, by way of a further Developer Contribution equal to the additional amount determined to be owing by City to Crocker. Nothing in the preceding sentence shall increase the maximum Developer Contribution as hereinabove provided, and any additional such payment by Developer shall be credited against future payments of the Developer Contribution payable to City under this Agreement. Developer shall not be obligated to make any additional payments in respect of City's obligations to Crocker under the Crocker Agreement, including costs or attorneys' fees.

(c) Additional Traffic Improvements. City shall have the discretion to determine in good faith that the effects of cumulative development of properties within the North Pleasanton area (which shall be the area generally encompassed within the boundaries of the North Pleasanton Improvement District) require additional traffic improvements ("Additional Traffic Improvements") beyond those required by Section 3.2(a), and to spread, to the extent reasonable and practical, the cost of financing these Additional Traffic Improvements through formation of a special assessment district or districts encompassing those properties benefitting therefrom. Subject to the terms of this Agreement, Developer agrees not to protest the establishment of assessment districts to fund the Additional Traffic Improvements. Developer retains the right to protest and litigate all matters other than the validity of the formation of any such district, including but not limited to the scope of improvements, the costs thereof and the allocation of such costs among various properties. In the event Developer initiates or participates in litigation concerning allocation of the cost of such improvements, Developer shall allow formation of the district and placement of liens on the Property so long as City provides security which, in Developer's reasonable estimation, will allow City to pay off the amount of indebtedness that is in dispute in the event Developer prevails in the litigation. A good faith



protest pursuant to this Section 3.2(b) shall not be construed as an action of noncompliance under the terms of this Agreement.

(d) Specific Project-Generated Traffic Improvements.

Stoneridge Mall Road is designed to function as a traffic distributor and best fulfills its function without traffic signals. The parties agree, however, that if a multi-level parking structure is constructed and, in the determination of traffic engineers for the City (following review by and consultation with the Developer's traffic engineers), traffic control measures are necessary on Stoneridge Mall Road, Developer shall pay for the installation of a traffic signal or other similar mitigation measure. Such mitigation measure shall become a condition imposed during the design review process, but such condition will allow actual field studies for specified period of time prior to the actual installation of such traffic mitigation measure.

(e) Public Transit. The Developer will continue to cooperate in permitting public bus access to and from the Shopping Center as provided in the existing written agreements with Contra Costa County Transit Authority, Livermore Amador Valley Transit Authority, and San Francisco-Bay Area Rapid Transit District.

3.3 Project Phasing. The Project will be developed in phases, and the Parties acknowledge that Developer cannot presently predict the timing or sequencing of any such Project phasing. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, competition and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development approved under the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project in phases in such order and at such times as Developer deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. By entering into this Agreement, Developer shall not be obligated to develop the Project.

3.4 Other Governmental Permits.

(a) Developer or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies which may have jurisdiction over the Project (such as any public utility district) as may be required for the development of, or provision of services to, the Project. City shall promptly and diligently cooperate, at no cost to the City, with Developer in its endeavors to obtain such permits and approvals and, from time to time at the request of Developer, shall attempt with due

diligence and in good faith to enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. To the extent allowed by law, Developer shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of Developer or City thereunder or the duties and obligations of other parties thereto.

(b) Water availability shall be subject to the City's rules and regulations in effect at the time building permits are applied for. The City shall withhold building permits for the Project if, at the time building permits are applied for, mandatory water rationing is in effect under a program precluding the issuance of building permits for the Project, unless the City has adopted a water offset program and unless the Developer is participating in the program.

3.5 Additional Fees. Except as set forth in this Agreement, City shall not impose on the Project any further or additional fees, taxes or assessments, whether through the exercise of the police power, the taxing power or any other means, other than those prescribed in this Agreement, provided that (a) if City forms an assessment or similar district including the Property, and such district is City-wide, the Property may be legally assessed through such district based on the benefit to the Property, which assessment shall be consistent with the assessment of other property in the district similarly situated (but in no event shall Developer's obligation to pay any such assessment result in a cessation or postponement of construction of the Project or affect in any way Developer's rights in respect of the Project); (b) City may charge Developer fees which are in force and in effect on a City-wide basis under Existing City Laws, but at the rate applicable at the time application is submitted, for the following: building and related construction permit fees (including plan review and site inspection); fire department fees (including sprinkler); disabled persons review and field inspection fee; City water and water meter fees; Lower Income Housing Fee; and, subject to limitations contained in a separate agreement between the Parties entered into concurrently herewith, sanitary sewer fees; (c) any applicable school district fees, Zone 7 drainage and water fees, and other fees required to be collected by City on behalf of and for the benefit of other governmental agencies or instrumentalities, provided that the same are payable in respect of the Project notwithstanding Developer's rights and benefits under this Agreement; and (d) the City may adopt an ordinance for a City-wide traffic mitigation fee uniformly applied and applicable to all new construction.

The Parties acknowledge that the provisions contained in this Section 3.5 are intended to implement the intent of the Parties that Developer has the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such

development without abridging the right of City to act in accordance with its powers, duties and obligations.

3.6 Effect of Agreement. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

4. Specific Criteria Applicable to Development of the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Laws, including, but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and, except as otherwise provided in this Agreement (including Section 3.5), the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by City) and this Agreement. Developer has vested rights to build and occupy on the Property in accordance with this Agreement, provided that City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code in effect at the time Developer applies for building permits for any aspect of the Project.

4.2 Application of New City Laws. Nothing herein shall prevent City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement in respect of the development of the Project, and that do not impose any further or additional fees or any other Conditions on the Project, except as provided in Section 3.5. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:

- (a) limiting the uses permitted on the Property;
- (b) limiting or reducing the density or intensity of uses, the maximum height or the allowable Floor Area, increasing the number of required parking spaces, or imposing reservations and dedications of land for public purposes;
- (c) limiting the timing or phasing of the Project in any manner;
- (d) limiting the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or
- (e) applying to the Project or the Property any law, regulation or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws.

4.3 Timing. Without limiting Section 4.1 and except as provided in Section 3.4(b), no moratorium of the City or other limitation affecting building permits or other land use entitlements imposed by the City, or the rate, timing or sequencing thereof, shall apply to the Project.

4.4 Architectural Review of Project. In order for the Developer to receive approval of the particular design of new improvements under the Project, the City may apply the rules and regulations regarding architectural review in effect in the City at the time the Developer applies for design review approval for any aspect of the Project, as long as applying these rules and regulations does not conflict with Developer's rights under this Agreement, impose any further or additional fees or impose any other Conditions on the Project, except as provided in Section 3.2(c). The City shall approve the design of improvements under the Project so long as the same are reasonably consistent with the general design concept of existing improvements in the Shopping Center.

4.5 Easements; Improvements. City shall cooperate with Developer in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

5. Indemnity. Developer shall indemnify, defend and hold City, and its elective and appointive boards, commissions, officers, agents, and employees, harmless from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Developer or its employees, agents, contractors or representatives with respect to the Project.

6. Annual Review.

(a) City shall, every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement pursuant to Government Code § 65865.1. A finding by City of good faith compliance by Developer with the terms of this Agreement shall conclusively determine said issue up to and including the date of said review.

(b) If the City Council makes a finding that Developer has not complied in good faith and in a material

respect with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing (i) such failure to comply with the terms and conditions of this Agreement (referred to herein as a "Default"), and (ii) the actions required by Developer to cure such Default. Developer shall have ninety (90) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 90-day period, Developer shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within 90 days from the date of notice. If Developer fails to cure or pursue the cure of a Default as set forth above, the City Council may modify or terminate this Agreement as provided below.

(c) If, upon a finding under Section 6(b) and the continuance of Developer's Default beyond the expiration of the cure period specified therein, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Developer of its intention so to do. The notice shall be given at least ten (10) calendar days before the scheduled hearing and shall contain:

(i) The time and place of the hearing;

(ii) A statement as to whether or not City proposes to terminate or to modify the Agreement; and

(iii) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

(d) At the time and place set for the hearing on modification or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with material terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. Any such termination shall not affect any City Approval with respect to the Project that has been granted prior to the date of termination.

7. Supersededure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Developer shall have the right to challenge the new Law preventing compliance with the terms of

this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The provisions of this Section 7 shall be narrowly construed in favor of Developer, in order to preserve to Developer the benefits of this Agreement to the fullest extent possible.

8. Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

9. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to any such default. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Attorneys' Fees. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of an event of Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, fees and expenses), which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this section shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

11. Limitations on Actions. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the parties shall cooperate in defending such action or proceeding.

12. Effect of Court Action. If any court action or proceeding is brought by any third party to challenge this Agreement or any other permit or Approval required from City or any other governmental entity for development or construction of the Project, or any portion thereof, and without regard to whether or not Developer is a party to or a real party in interest in such action or proceeding, then Developer shall indemnify and defend City or, at City's option, pay all costs incurred by City in defending itself; however, City agrees to cooperate with Developer in defending such an action.

13. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Mortgagee Protection; Certain Rights of Cure.

14.1 Mortgagee Protection. No Default hereunder by Developer shall defeat, render invalid, diminish or impair the lien of any Mortgage, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

14.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1, no Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure, or deed in lieu of foreclosure, or transferee of such Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, to guarantee such construction or completion or to be liable for any defaults or monetary obligations arising prior to acquisition of title to the Property by the Mortgagee or transferee.

14.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall

deliver to such Mortgagee, concurrently with service thereon to Developer, any notice of default or other determination of noncompliance given to Developer. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with through a receiver or otherwise, and may thereafter remedy or cure the default or noncompliance within ninety (90) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences a cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible.

15. Right to Assign, etc. Developer's rights hereunder may be encumbered, sold or assigned in conjunction with the transfer, sale, assignment or financing of all or any portion of the Property at any time during the term of this Agreement. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement, Developer shall be released from its obligations pursuant to this Agreement with respect to the Property or portion thereof so transferred which arise subsequent to the effective date of the transfer.

16. Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assignees.

17. Amendment.

17.1 General. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in Government Code Section 65868. Any amendment to this Agreement which does not relate to the term, a material element of the Project or the Conditions shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

17.2 Recordation. Any amendment of this Agreement shall be recorded by the City Clerk not later than ten (10) days



after the effective date of the action effecting such amendment; however, a failure to record shall not affect the validity of such amendment.

17.3 Amendment Exemptions. The following actions shall not require an amendment to this Agreement:

(a) Subdivision. The subdivision of the Property, or the filing of a parcel map or subdivision map that creates new legal lots, or any lot-line adjustment, shall not require an amendment to this Agreement. Developer may subdivide the Property in accordance with the laws regarding subdivision in effect in the City at the time the Developer applies for any subdivision, as long as applying these laws does not limit the Project or impose any additional Conditions, taxes or assessments other than those set out in this Agreement.

(b) Design Review. Design review of specific aspects of the Project shall not require an amendment to this Agreement.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or via facsimile, by overnight courier, or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566-0802  
Attn: Director of Planning

Developer: Security Trust Company, as Trustee  
c/o The Taubman Company, Inc.  
200 East Long Lake Road  
Bloomfield Hills, MI. 48303  
Attn: Vice President - Development

With  
copies to: The Taubman Company, Inc.  
200 East Long Lake Road  
Bloomfield Hills, MI. 48303  
Attn: Vice President - Partnership  
Relations

Robert L. Gibney, Jr.  
Heller, Ehrman, White & McAuliffe  
333 Bush Street  
San Francisco, California 94104-2878

Either Party may change its mailing address at any time by giving

ten (10) days notice of such change in the manner provided for in this Section 18.1. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

19. Miscellaneous.

19.1 Negation of Partnership. The parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

19.2 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing.

19.3 Project Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or effectiveness of any Approvals or other land use approvals. In such cases, such Approvals will remain in effect pursuant to their own terms, provisions and conditions.

19.4 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property or any portion thereof to the general public or for any public use or purpose whatsoever. Developer shall have the right to prevent or prohibit the use of the Property or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation thereof.

19.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this

Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

19.6 Exhibits. The Exhibits listed in the Table of Contents and referred to herein are deemed incorporated into this Agreement in their entirety.

19.7 Entire Agreement. This written Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

19.8 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the parties. The captions preceding the text of each Article, Section or Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

19.9 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgement or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

19.10 Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California.

19.11 Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

19.12 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property. In the event the issuance of a building permit for any part of the Project is delayed as a result of Developer's or City's inability to obtain

any other permit or approval of the type referred to in Section 3.4(a), or as a result of a mandatory water moratorium of the type referred to in Section 3.4(b), then the term of this Agreement as provided in Section 2.2 shall be extended by the period of any such delay.

19.13 Subsequent Projects. After the Effective Date of this Agreement, City may approve other projects that place a burden on City's infrastructure; however, it is the intent and agreement of the Parties that Developer's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF PLEASANTON, a  
municipal corporation of  
the State of California

Attest:

Peggy L. Ezidro  
City Clerk - Peggy L. Ezidro

By: Deborah A. Acosta  
Deborah A. Acosta,  
City Manager

Approved as to Form:

By: Michael H. Roush  
Michael H. Roush  
City Attorney

"Developer"

SECURITY TRUST COMPANY,  
as Trustee under  
Trust No. 1860-0

By: Paul M. [Signature]

Title: PRESIDENT  
Santha L. Love

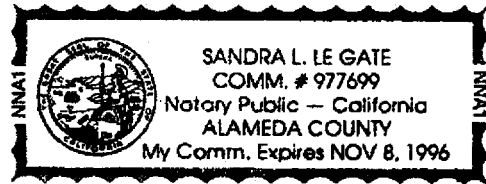
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF ALAMEDA ) ss

On this the 17<sup>th</sup> day of December, 1992, before me, Deborah A. Acosta, the undersigned Notary Public, personally appeared Deborah A. Acosta, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the within instrument in her capacity as City Manager, and that, by her signature on the instrument, the corporation executed it.

WITNESS my hand and official seal.

Sandra L. LeGate  
Notary Public in and for said State

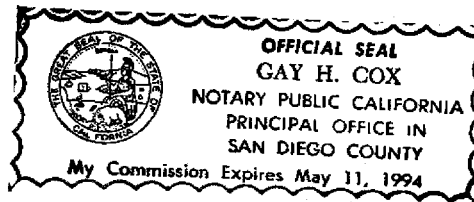


STATE OF CALIFORNIA )  
 )  
COUNTY OF San Diego ) ss

On this the 3rd day of December, 1992, before me, Gay Cox, the undersigned Notary Public, personally appeared J. Paul Spring \*, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. \* Sandra L. Love

[Signature]  
Notary Public in and for said State



PARCEL 9  
PM 2510  
BK 102 OR 31-32

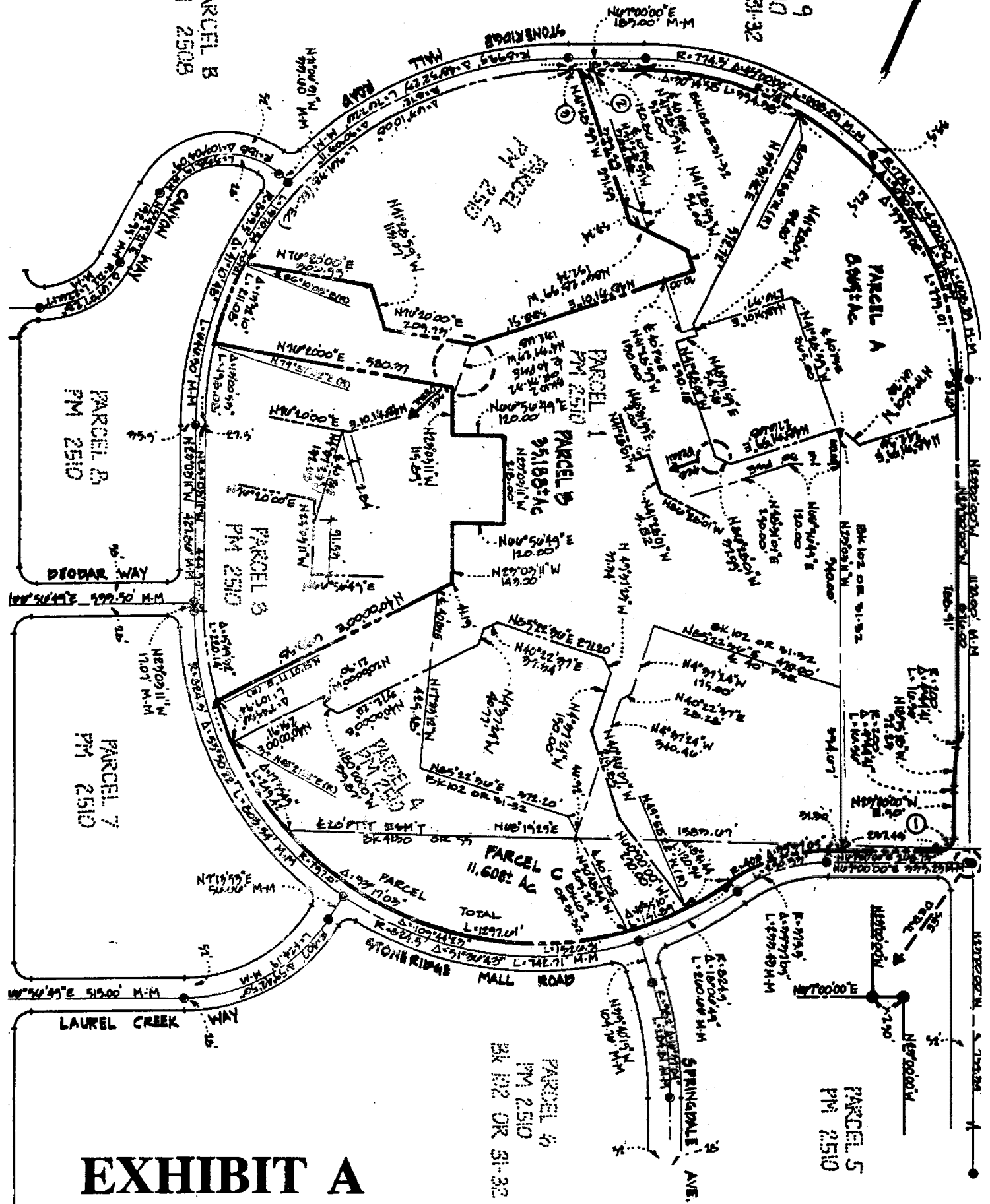
PARCEL B  
PM 2508

PARCEL B  
PM 2510

PARCEL 7  
PM 2510

PARCEL 6  
PM 2510  
BK 102 OR 31-32

PARCEL 5  
PM 2510



# EXHIBIT A

PAGE 1 OF 1

EXHIBIT BDescription of Property

That certain real property located in the City of Pleasanton, County of Alameda, California, and more particularly described as follows:

Parcel E, as shown on Parcel Map 5469, filed December 28, 1988 in Book 180 of Parcel Maps at Pages 93-94, Alameda County Records.

EXHIBIT CDescription of Project

The Project shall consist of an additional 356,000 square feet of Floor Area, and related malls and other interior common areas, in new building improvements to be constructed on the Property. Such additional Floor Area shall be allocated among one or more additional department stores, one or more specialty stores and/or additional mall stores connecting the foregoing and the existing improvements on the Property, or other improvements permitted under the zoning currently applicable to the Shopping Center.

The Project shall also include related alterations and additions to the exterior common area within the Shopping Center, including multi-level parking decks in order to provide adequate parking within the Shopping Center.

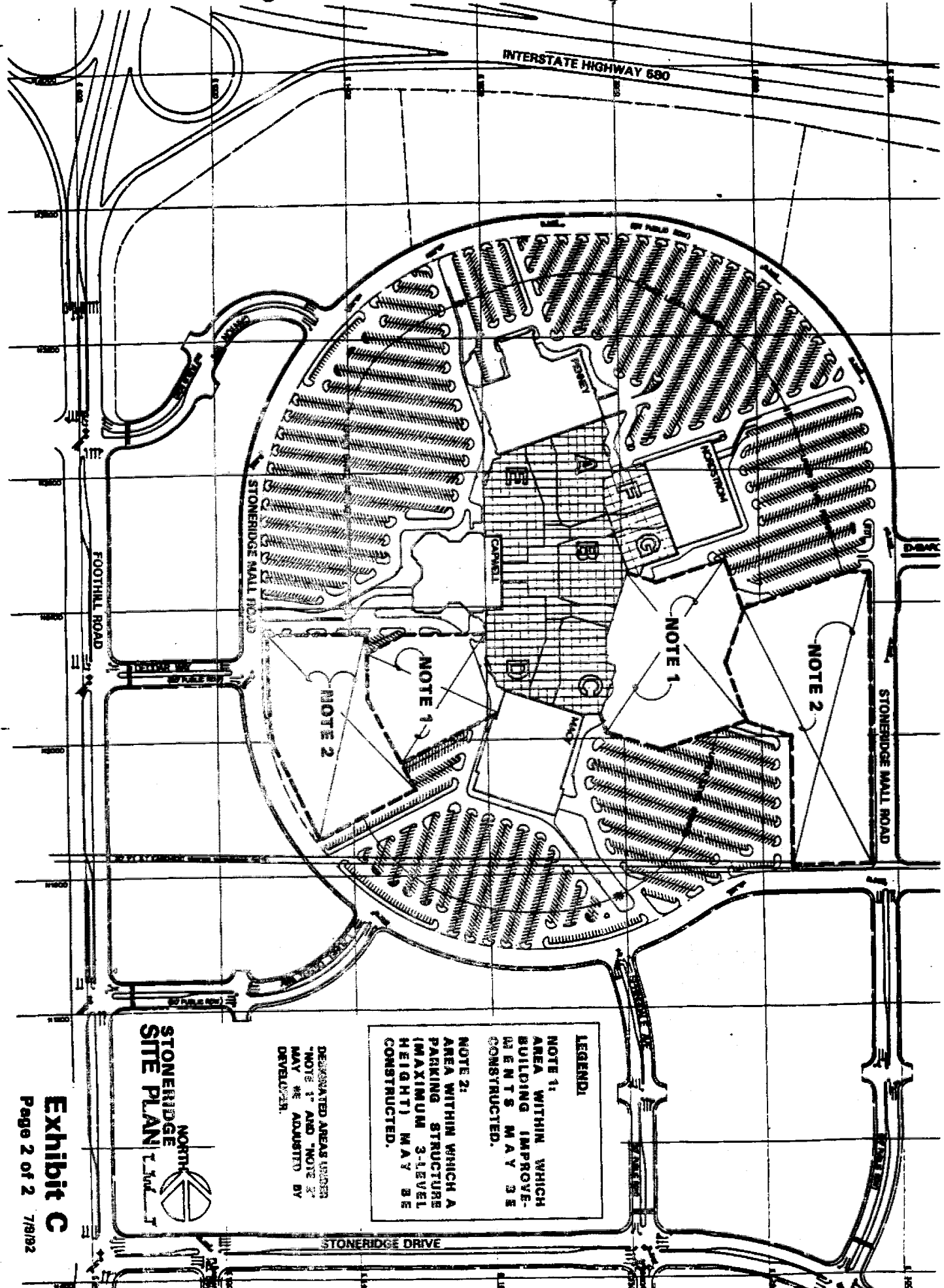
Page 2 of this Exhibit C contains a general designation of areas within which additional building and/or parking deck improvements may be constructed as part of the Project. The actual location of such improvements may be adjusted by Developer at the time specific plans for development of the Project are completed.

The Ring Road boundaries of the proposed parking structures as delineated on page 2 of Exhibit C are schematic and not drawn to scale. The actual set back distances, if any, as determined by the Developer will be subject to design review as provided in Paragraph 4.4 of the Agreement.

Developer shall not be permitted to construct such additional department or specialty stores, additional mall store buildings and connecting enclosed malls in excess of the height of the highest existing department store building, mall store building or enclosed mall, respectively, currently existing in the Shopping Center.

Developer shall provide, during the course of development of the Project, additional automobile parking at grade and within parking structures. Such additional parking shall be provided on the basis that aggregate automobile parking spaces within the Shopping Center, based upon total Floor Area from time to time in the Shopping Center, shall comply with the following ratios (unless the City shall approve a lesser ratio): (a) department stores and mall stores: 4.75 parking spaces per 1,000 square feet of Floor Area; and (b) specialty department stores: 3.5 parking spaces per 1,000 square feet of Floor Area. Developer shall be permitted to construct parking decks, which shall not exceed three (3) structural levels above grade.





INTERSTATE HIGHWAY 680

FOOTHILL ROAD

STONERIDGE MALL ROAD

STONERIDGE MALL ROAD

NOTE 2

NOTE 1

NOTE 1

NOTE 2

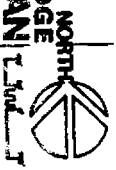
**LEGEND:**

NOTE 1:  
AREA WITHIN WHICH  
BUILDING IMPROVE-  
MENTS MAY BE  
CONSTRUCTED.

NOTE 2:  
AREA WITHIN WHICH A  
PARKING STRUCTURE  
(MAXIMUM 3-LEVEL  
HEIGHT) MAY BE  
CONSTRUCTED.

DEGNATED AREAS UNDER  
NOTE 1 AND NOTE 2  
MAY BE ADJUSTED BY  
DEVELOPER.

**STONERIDGE  
NORTH  
SITE PLAN**



**Exhibit C**

EXHIBIT DTRAFFIC MITIGATION IMPROVEMENTSA. Foothill Road/Canyon Way/Dublin Canyon Road

1. Widen Canyon Way between Stoneridge Mall Road and Foothill Road to provide one additional westbound lane. This will provide a total of three westbound lanes. Widen both the north and south sides of Canyon Way and reconstruct the existing median narrowing it by four feet to a width of twelve feet. The south curb will be moved six feet. The purpose is to improve existing traffic flow and mitigate the impact of new development by extending a very short existing right-turn lane for westbound traffic destined for the Foothill Road interchange.
  
2. Add a fourth northbound lane on Foothill Road between Deodar Way and the northbound to eastbound ramp at the Foothill Road interchange with I-580. This will provide two northbound lanes on Foothill Road to the ramp toward eastbound I-580. The two lanes would transition to one lane prior to the collector-distributor road. The other two lanes would serve the existing two lanes toward the over-crossing at I-580. Foothill Road between Deodar Way and Canyon Way can be restriped between the existing curbs. Foothill Road between Canyon Way and the northbound to eastbound ramp will require widening Foothill Road and moving the existing sidewalk back within the existing right-of-way. An additional lane will be constructed next to the existing one-lane northbound to eastbound ramp which will require Caltrans approval. The purpose of this improvement is to provide additional capacity for the northbound through movement and to more evenly distribute traffic across the lanes, thereby reducing the amount of green time needed for the northbound movement.

EXHIBIT D

3. Lengthen the eastbound Dublin Canyon Road left-turn lane next to the median by narrowing the existing 18-foot wide median. No additional right-of-way is required. The purpose of this improvement is to more fully utilize all left-turn lanes by reducing the possibility of one lane being blocked. Green time at the traffic signal will be reduced for this movement by creating a more even distribution of traffic across the left-turn lanes.

B. Stoneridge Drive/Stoneridge Mall Road

1. Restripe one of the through lanes on westbound Stoneridge Drive to create an optional through and right-turn lane. The curb return on the northeast corner should be modified to facilitate this maneuver. This will require right-of-way acquisition. The purpose of this improvement is to shorten the queue for westbound traffic turning right into the Stoneridge Mall area and thereby reduce the amount of green time required. The westbound right turn is a critical movement during the a.m. and p.m. peak hours. It is expected that right turning vehicles will dominate this lane. The need for one additional westbound lane was evaluated and determined to be unnecessary based on no change in the volume-to-capacity ratio.
2. Restripe the southbound Stoneridge Mall Road right-turn lane to provide an optional right-turn and left-turn lane at this "T" intersection. This will spread the critical southbound left-turn movement over three lanes instead of two lanes, thereby reducing the amount of green time necessary to clear the queue. In addition, there is a need to retrofit the signal controller to include an emergency vehicle preemption capability since a City of Pleasanton Fire Station is located nearby.

**EXHIBIT D**

C. Additional Traffic Signals

1. Foothill Road/Laurel Creek
2. Stoneridge Mall/Fabian Court

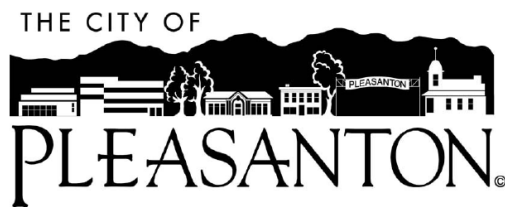
**EXHIBIT D**

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# **Proposed Pleasanton General Plan 2005-2025 Administrative Final Environmental Impact Report**

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State Clearinghouse No. 2005122139



*Prepared for*  
City of Pleasanton

*By*  
PBS&J

January 2009



# Table of Contents

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## CHAPTER 1 INTRODUCTION

---

1.1	Background .....	1-1
1.2	How to Use This Report.....	1-2

---

## CHAPTER 2 LIST OF COMMENTERS

---

2.1	Introduction .....	2-1
2.2	Written and Oral Comments List.....	2-1

---

## CHAPTER 3 RESPONSES TO WRITTEN COMMENTS ON THE DEIR

---

3.1	Introduction .....	3-1
3.2	Comment Letters and Responses .....	3-1

---

## CHAPTER 4 RESPONSES TO ORAL COMMENTS ON THE DEIR

---

4.1	Introduction .....	4-1
4.2	Planning Board Public Hearing Comments and Responses .....	4-1

---

## CHAPTER 5 REVISIONS TO THE DEIR

---

5.1	Introduction .....	5-1
5.2	Amendments to the Existing DEIR Text.....	5-1





# Chapter 1

## Introduction

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### 1.1 BACKGROUND

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#### Draft Environmental Impact Report

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A Draft Environmental Impact Report (DEIR) was prepared for the City of Pleasanton (City) to disclose potential environmental effects of the buildout of the proposed *Pleasanton General Plan 2005-2025* (project). The DEIR included a description of the project, an assessment of the impacts of its buildout at a programmatic level, and a description of possible mitigation measures that would reduce significant effects identified in the DEIR. The DEIR determined that implementation of the proposed General Plan would have the following significant and unavoidable air quality impact:

Increase the cumulative vehicle miles traveled cumulatively in Pleasanton greater than the population increase estimated in the current regional air quality plan (*2005 Ozone Strategy*). Limiting population based on the housing cap while allowing and encouraging business development would be a cumulative effect of building out the Planning Area that is intrinsic to both the existing and proposed General Plans. This increase in vehicle miles traveled would not be consistent with the regional air quality plan and would be considered a significant and unavoidable impact. (Impact AQ-1)

As required by CEQA, the DEIR also provided a description and evaluation of a range of reasonable alternatives to the project that would feasibly attain most of the basic objectives of the proposed General Plan, and would avoid or substantially reduce certain significant effects of the project. Two alternatives, a “Dispersed Growth Alternative” and a “Concentrated Residential/Mixed Use Alternative” were considered and analyzed. Also, as required by CEQA, a No Project Alternative, i.e. the “Existing General Plan,” was analyzed in the DEIR. Based on this alternatives’ analysis the proposed General Plan was deemed to be the Environmentally Superior Alternative.

The DEIR was distributed for public review and comment in accordance with CEQA. The public review period for the DEIR began on September 22, 2008 and ended December 5, 2008. The public comment period was to originally close on November 6, but was extended by the City of Pleasanton to December 5. During the public comment period, the document was reviewed by various State, regional, and local agencies, as well as by interested organizations and individuals. Twenty-four comment letters were received from seven agencies, fourteen organizations, and three individuals. A public hearing before the City’s Planning Commission was also held at Pleasanton City Hall on October 15, 2008 to obtain oral comments on the DEIR. During the public hearing oral comments were offered by two residents.

#### Revisions to the DEIR

---

The City of Pleasanton staff identified several revisions to the DEIR intended to correct, clarify, and amplify it, principally in response to public comment. Text and graphic changes to the DEIR are presented in Chapter 5 of this document.

## **Responses to Public Comments**

---

The present document is primarily composed of responses to comments, which includes responses to comments on the DEIR provided during the public review period, both written (Chapter 3) and oral (Chapter 4). The responses and revisions in this document substantiate the environmental analyses of the proposed General Plan contained in the DEIR.

The DEIR and this “responses to comments” document together constitute the Final Environmental Impact Report (FEIR) for the proposed General Plan. The City must certify the EIR before it can finalize and approve the General Plan itself. Certification requires that the City, as the Lead Agency, make findings that the EIR is complete and complies with CEQA. In this instance, due to the one significant and unavoidable effect identified in the EIR, the City must also make a Statement of Overriding Considerations.

The content and format of this Final EIR meet the requirement of CEQA and the State CEQA Guidelines (Section 15132), which require that a Final EIR consist of:

- The DEIR or a revision of the DEIR (the DEIR is hereby incorporated by reference)
- A list of public agencies, organizations, and individuals who commented on the DEIR (see Chapter 2 of this document)
- Comments and recommendations received on the DEIR, either verbatim or in summary (Chapters 3 and 4 respectively contain the 24 comment letters received and a transcript of the oral comments made at the public hearing)
- The responses of the lead agency to significant environmental points raised in the review and consultation process (these follow each letter in Chapter 3)
- Staff-initiated text changes to the DEIR (as provided in Chapter 5).

No new significant information was added to the EIR based on the comments and information received or the revisions to the DEIR as presented in Chapter 5 of this document.

---

## **1.2 HOW TO USE THIS REPORT**

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This document addresses substantive comments received during the public comment period and consists of five chapters: (1) Introduction; (2) List of Commenters; (3) Responses to Written Comments on the DEIR; (4) Responses to Oral Comments; and (5) Revisions to the DEIR. Chapter 1 reviews the purpose and contents of this responses to comments document. Chapter 2 lists comment letters in chronological order – first by the individuals and organizations and then the public agencies who submitted comments on the DEIR, as well as those commenters who spoke at the October 15, 2008 public hearing. Chapter 3 contains each comment letter or email (communication) and the responses to these comments. Specific comments within each letter or email have been bracketed along their left margin. Responses to each communication’s comments follow each comment letter/email. The responses are provided in the context of the proposed General Plan. Comments on the proposed General Plan itself will be responded to in a separate document. For the most part, the responses provide further explanation or additional discussion of text in the DEIR. In some instances, the response results in revised DEIR text which is cited in the

body of the response and is reiterated in Chapter 5. This chapter organizes the changes and additions to the DEIR sequentially. New text added to the DEIR is indicated by underlining, while that which is deleted is identified by strikethrough (~~strikethrough~~).



# Chapter 2

## List of Commenters

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### 2.1 INTRODUCTION

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This chapter lists the written and oral commenters on the DEIR. The written comments themselves are contained in Chapter 3 (Responses to Written Comments); with responses to comments immediately following each letter or email communication. Comment letters were received by the City of Pleasanton during the 75-day public review period (from September 22 to December 5, 2008). The oral comments on the DEIR are contained in Chapter 4 (Responses to Oral Comments) and are derived from the October 15, 2008 public hearing on the DEIR before the City's Planning Commission. The comment letters have been bracketed, and both the comment letters and minutes from the public hearing have been enumerated with each comment having a corresponding response contained in Chapters 3 and 4 respectively.

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### 2.2 WRITTEN AND ORAL COMMENTS LIST

---

Twenty four written comment letters on the DEIR for the proposed project were received during the 75 day public review period. Seven written comment letters were received from agencies and seventeen comment letters were from either individuals or organizations. Below is a list of the commenters whose letters are re-printed in Chapter 3.

#### Individuals/Organizations

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- Letter 1 Rosemary Cambra, Muwekma Ohlone Tribe, received October 9, 2008
- Letter 2 Nancy Allen, received October 13, 2008
- Letter 3 Pamela Hardy, Ponderosa Homes, received November 20, 2008
- Letter 4 Patricia Belding, Citizens for a Caring Community, received November 21, 2008
- Letter 5 David Preiss, Wendel, Rosen, Black & Dean, received November 21, 2008
- Letter 6 Margo Bradish, Cox, Castle, Nicholson, received November 24, 2008
- Letter 7 Tim Belcher, received December 3, 2008
- Letter 8 Paul White, Kiewit, received December 3, 2008
- Letter 9 John Carroll (1), received December 5, 2008
- Letter 10 John Carroll (2), received December 5, 2008
- Letter 11 Jodi Smith and Richard Marcantonio, Paul Hastings Janofsky & Walker LLP, received December 5, 2008
- Letter 12 Matt Sullivan, received December 5, 2008
- Letter 13 David Gold, Morrison Foerster, received December 5, 2008
- Letter 14 Kay Ayala, received December 5, 2008
- Letter 15 Cindy McGovern, received December 5, 2008
- Letter 16 Anne Fox, received December 5, 2008
- Letter 17 Peter McDonald, Pleasanton Downtown Association, received December 6, 2008

## **Agencies**

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- Letter 18 Rhodora Biagtan, Dublin San Ramon Services District, received October 16, 2008
- Letter 19 Tim Barry, Livermore Area Recreation & Park Dist., received November 4, 2008
- Letter 20 Diane Stark, Alameda County CMA, received November 7, 2008
- Letter 21 G.F. Duerig, Zone 7 Water Agency, received November 21, 2008
- Letter 22 Lisa Carboni, CalTrans, received December 4, 2008
- Letter 23 Susan Frost, Livermore, received December 5, 2008
- Letter 24 Moses Stites, California Public Utilities Commission, received December 5, 2008

The California Office of Planning and Research, the agency that distributes EIRs to state agencies, acknowledged receipt and extension of review period for the proposed General Plan DEIR on November 13, 2008. As this letter contained no comments, it is not listed above nor is it re-printed in Chapter 3.

## **Public Hearing**

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There were two speakers at the October 15, 2008 public hearing on the DEIR before the City's Planning Commission:

Speaker 1: John Carroll

Speaker 2: Nancy Allen

# Chapter 3

## Responses to Written Comments on the DEIR

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### 3.1 INTRODUCTION

---

Written comment letters and e-mail communications on the Draft Environmental Impact Report (DEIR) are reproduced in this chapter, immediately followed by responses. Discrete comments associated with each letter are denoted in the margin by a vertical line and numbered. Responses follow each comment letter and are enumerated to correspond with the comment number. Response 11.1, for example, refers to the response for the first comment in Comment Letter 11. In some instances, the response supersedes or supplements the text of the DEIR for accuracy or clarification and has been added to the DEIR. New text that has been added to the DEIR is indicated with underlining, and text that has been deleted is indicated with ~~strikethrough~~. All changes to the text of the DEIR are compiled sequentially in Chapter 5, (Revisions to the DEIR).

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### 3.2 COMMENT LETTERS AND RESPONSES

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See successive pages of this chapter for the reprinted comment letters and associated responses.

# MUWEKMA OHLONE INDIAN TRIBE

OF THE San Francisco BAY AREA REGION

'Innu Huššištak Makiš Mak-Muwekma *"The Road To The Future For Our People"*

October 9, 2008

**TRIBAL CHAIRPERSON**  
ROSEMARY CAMBRA

**TRIBAL VICE CHAIRPERSON**  
MONICA V. ARELLANO

**TRIBAL COUNCIL**  
HENRY ALVAREZ  
JOANN BROSE  
GLORIA E. GOMEZ  
ROBERT MARTINEZ, JR.  
RICHARD MASSIATT  
SHEILA SCHMIDT  
CAROL SULLIVAN  
KARL THOMPSON (TRES)  
FAYE THOMPSON-FREI

**TRIBAL ADMINISTRATOR**  
NORMA E. SANCHEZ

Ms. Janice Stern  
Principal Planner  
City of Pleasanton  
City Hall  
Planning, Public Works, Utility Billing, Business License  
200 Old Bernal Avenue  
Pleasanton, CA 94566

Dear Ms. Stern:

Thank you for contacting our Tribal office with a copy of the **Draft Pleasanton General Plan 2005-2025**.

The following constitutes only a partial response from our Tribe as part of the "SB 18 Tribal Consultation" process relative to this Draft General Plan for the City of Pleasanton.

Based upon a review of this Draft General Plan, it appears that there is a **key** section not included within this document that directly relates to and has great implications for our people. As the only BIA **documented aboriginal** and **historic previously federally recognized tribe** within the San Francisco Bay region and also having direct cultural, religious and historic ties to the greater East Bay area and specifically to the City of Pleasanton we are concerned that our Tribe not be excluded from having more than just lip service input into this proposed General Plan.

We note that on page 1-2 in the Draft General Plan currently omits specific and detailed information about our Tribe's history and heritage. Also troubling is found on Table 1-1, entitled **State-Mandated Information Related to Pleasanton General Plan** and specifically under the subheading **Open Space – Native American Places, Features, and Objects** in the "**Location by Elements**" which notes that the availability of this section is "**Pending**."

This "Pending" status means to us that at present there is no way to for our Tribe to comment on this section, or assessing how it directly relates and affects our history, heritage and historic relationship to the proposed General Plan for the City of Pleasanton.

Furthermore, we note that on page 1-12 under the subheading **Setting**, this section presents only a cursory paragraph about our Tribe's history and heritage, stating that:



“Long before the Europeans arrived, the **Ohlone Indians** lived in the Tri-Valley with its plentiful oak, black walnut, and other trees, and with its long native grasses and extensive marshlands all teeming with wildlife.”

Our next concern is found under **Section 6 – Public Facilities and Community Programs Element**. Here we encounter some subheadings that may have some tangible relationship to our Tribe’s history and heritage and our relationship with Pleasanton’s general public. These potential relationships are in reference with: 1) **Schools and Education**, and 2) **Community Facilities and Cultural Arts**.

#### **Discussion and Comments:**

Relative to “**Schools and Education**” and “**Community Facilities and Cultural Arts**,” over the past 20 years our Tribe has tried to communicate with and interact with some City officials in order to allow our Tribe (representing over 450 members who are either **living members** or the direct descendants of the previously federally recognized tribe historically known as the Verona Band of Alameda County), to 1) develop interpretive educational displays at public places for school groups and the general public; 2) to have some oversight over the disposition of our ancestral remain when they were discovered at the many ancestral cemetery sites as a consequence of urban expansion, and 3) to interact and celebrate in a meaning way with the citizens of Pleasanton as in the case of the November 11, 2002 Veteran’s Day Parade.

We are further troubled by what is presented in **Section 7 Conservation and Open Space**, under the subheading of **Cultural Resources – Archaeological Resources** which provides the following statements:

Ohlone (or Costanoan) habitation, Spanish settlers during the mission period, immigrants during the California Gold Rush, and people drawn to Pleasanton for agricultural and other resources weave into the rich tapestry of Pleasanton’s cultural history. Each period of settlement in Pleasanton has added a new layer to its cultural fabric with burials, place names, streets and buildings, religions, and institutions. ...

Archaeological remains are scattered throughout the Pleasanton Planning Area, and concentrate mostly along arroyos and near former marshlands and springs. According to a review of available records by the Northwest Information Center of the California Archaeological Inventory, there are several recorded and reported prehistoric and historic archaeological sites in the Pleasanton Planning Area. These sites include a prehistoric camp or temporary village, a prehistoric occupation site with mortars, pestles, and arrowheads; two sites that contain chert tools and cranial fragments; and an historic farmhouse. Because archaeologists have surveyed so little of the Planning Area, it is likely that there are additional buried resources beyond those reported and/or recorded and inventoried. (page 7-17)

We also read under the **Goals, Policies and Programs Section 7** under **Cultural Resources Goal 4 Designate, preserve, and protect the archaeological and historic resources within the Pleasanton Planning Area** which further specifies that under:

**Policy 5 - Program 5.1:** When reviewing applications for development projects, use information regarding known archaeological finds in the Planning Area to determine if an archaeological study, construction monitoring or other mitigations are appropriate. ...

... **Program 5:4** Adopt an historic landmark preservation ordinance to protect individual buildings and sites of historic significance to Pleasanton.

... **Program 5:6** Encourage the use of educational workshops, exhibits, and teaching materials that celebrate the city's ancestral heritage and Native American contributions, and encourage participation by Native American groups in developing such programs. (pages 7-35 – 7-36).

### Comments and Discussions:

The discussion and accuracy of information presented in **Section 7-17** is somewhat disturbing. The information on "Cultural Resources - Archaeological Resources" is so undernourished and the information is so underrepresented relative to the previous archaeological studies conducted upon our ancestral cemetery sites. Who wrote this overview for the Draft General Plan? Apparently your consultant either somehow missed one of the most important and significant Meganos Period archaeological sites within the Planning Area or someone just decided to deliberately dismiss and diminish its significance (especially defined under CEQA and Public Resources Code ).

1.1

Site **CA-ALA-413** commonly known as **Santa Rita Village** yielded some of the wealthiest, and therefore, significant ancestral remains recovered in the East Bay. A total of 64 of our ancestral remains can hardly be considered just "cranial fragments." Again, whoever was consulted for this cultural resources section appears to be either incompetent or he/she deliberately decided to reduce the **significance** of our ancestral cemetery and village sites within the Planning Area. This section clearly fails to measure up to any standard under CEQA.

After reviewing **Section 7-35 – 7-36**, here we would like to respond by stating that over these past years our Tribal leadership has been thwarted by several City of Pleasanton officials who made deliberate efforts to prevent our involvement in the planning and designing of educational displays and presentations about our Tribe's history and heritage and its relationship to the City. Furthermore, when our Tribal family members, along with our WWII and Vietnam Veterans, marched in the November 11, 2002 Veteran's Day Parade the only coverage that we received by the local media was a fraudulent article declaring the "Tribe's plans to put a casino in Pleasanton." While this news article has nothing to do with City officials, this article was nonetheless disturbing to our people especially because no one in our Tribe spoke to the press nor let alone discuss a casino. Furthermore, what was even more distressing was that there was no media coverage of our senior WW II Veteran and Elder, Mr. Hank Alvarez who served in the **101<sup>st</sup> Airborne Division** and landed at Utah Beach in Normandy and who was one of the keynote speakers that day at the parade.

As you may already know, that our ancestors have resided within the greater San Francisco Bay Area for over the past 12,000 years, and archaeological evidence indicates a 7,000 year history of our people in the East Bay. Furthermore, during the mid-19<sup>th</sup> and early 20<sup>th</sup> centuries, our Tribal ancestors resided on the Alisal Rancheria, Sunol Rancheria, Arroyo Mocho Rancheria (Livermore), El Molino Rancheria (Niles) and also in San Leandro and Newark. Our families worked on the local ranches, vineyards and hopyards. They worked for the Hearst, Apperson, Koopman, Bernal, Geary, Wauhab and other families. Some went to school in Pleasanton while others were shipped off to Indian Boarding schools at Sherman Institute and Chemawa in Oregon. Our Tribal men and women have served honorably in the United States Armed Forces (Army, Navy, Marine Corps and later Air Force) during WWI, WWII, Korea, Vietnam, Desert Storm and some are presently serving in Iraq. Some of our people were baptized and were buried at St. Augustine's Church and whole most were baptized at Mission San Jose.

And for some reason the City of Pleasanton somehow does not find any worth or contribution of our Tribe's ancestors and membership for inclusion in this Draft General Plan of our Tribe's history and heritage. There is a saying that we have that related to the "Politics of Erasure" ... that is if one erases or reduces the presence of our Tribe in the normative course of doing the dominant society's business, by not being included the Tribe is thus rendered invisible and therefore inconsequential, and therefore, will not be considered a stakeholder in any of these legal and cultural processes.

### **Muwekma's Historical Ties to the Greater Pleasanton Area**

Historically, this greater Pleasanton area has specific significance to our Tribe because our direct ancestors are traced to aboriginal Tribal groups and villages from this region of the East Bay. Direct ancestors of the **Armija/Thompson** lineage who are enrolled in our Tribe, have been traced to the Alson Ohlone Tribal group from the Fremont Plain and were recorded at Missions Santa Clara and San Jose to be aboriginal to the "del Estero" or "Alameda" District. The Armija/Thompson lineage is traced through Magdalena Armija (born May 26, 1878 on the Alisal Rancheria), and who was the daughter of Muwekma Indians Jose Elias Armijo and Delfina Guerrero. Magdalena's father, Jose Elias was born October 1842 and was the son of Muwekma Indians Silvestre (MSJ baptismal # 292) and Perpetua (MSJ # 1636). Silvestre was born on February 26, 1800 and he and his parents Chrisanto Acaniacsi (MSJ # 246) and Chrisanta (MSJ # 251), are identified as coming from "del Estero".

Another direct ancestor of the **Marine** lineages was Liberato Culpecse, who was baptized at Mission Dolores in 1801, and he was from the Jalquin/Yrgin Ohlone Tribal group whose territory included the greater south Oakland/Hayward/San Leandro/San Lorenzo area. The City of Pleasanton lies within our direct ancestral and cultural interaction sphere.

During the early 20<sup>th</sup> Century the great-grandsons and great-granddaughters of Liberato Culpecse (b. 1787) and Efrena Quennatole (b. 1797), through their daughter Maria Efrena (b. 1832), through her daughter Avelina Cornates (b. 1863), through her children Dario Marine (b. 1888), Dolores Marine (b. 1890), Victoria Marine (b. 1897), Lucas Marine (b. 1899) and Trinidad Martha Marine (b. 1901), were all born on the Alisal Rancheria and their children and grandchildren had lived and continue to live in the Pleasanton, Niles, Newark, Alvarado-Decoto, Centerville and Fremont areas to present day.

The other Armija and Armija/Thompson lineages and the enrolled Piños/Santos/Juarez lineages have lived in the Sunol, Niles and Newark area since 1910 through present-day. The Nichols and enrolled Guzman lineages also have lived and continue to live in the greater Tri-Valley area as well. Federal Indian Population census records demonstrate that Muwekma ancestors resided, grew up and raised their families within the Pleasanton area on the Alisal Rancheria. Today, enrolled Tribal members reside within the Tri-Valley area of our ancestral territory thus, demonstrating a continuous "occupation" of our ancestral homeland.

### **Some Additional Detailed Historic Background on the Muwekma Ohlone Tribe**

As you may already know, the Muwekma Ohlone Tribe is comprised of all of the surviving lineages who are aboriginal to the San Francisco Bay Region and whom were missionized into Missions Dolores, Santa Clara and San Jose. Our Tribe became Federally recognized through the Congressional Homeless California Indian Appropriation Acts of 1906 and 1908 and later years, and our Tribe was identified as the Verona Band of Alameda County by the Indian Service Bureau and the Reno, and later, Sacramento Agencies between 1906 to 1927. Our family heads enrolled with the BIA under the 1928 California Indian Jurisdictional Act and all of our applications were approved by the Secretary of Interior.

Our families again enrolled with the BIA during the 1948-1957 and 1968-1970 enrollment periods and those applications were also approved by the Secretary of Interior and the U.S. Court of Claims as well.

As stated above, one of the direct ancestors of the **Marine** lineage was **Liberato Culpecse** of the **Jalquin Ohlone** Tribal group whom occupied the East Bay areas of south Oakland, San Leandro, San Lorenzo, Hayward, Castro Valley and adjacent lands. His mother, **Obdulia Jobocme** who was also of the Jalquin Ohlone Tribal group, was baptized (SFB # 2436) at Mission Dolores on May 17, 1802. Liberato's father, **Faustino Poylemja** was from the Saclanes Tribal group, and he was baptized at Mission Dolores on December 18, 1794.

It was into a complex and rapidly changing world of the emergent Hispanic Empire, that Liberato Culpecse, at the age of 14 years old (born 1787) was baptized on November 18, 1801 at Mission Dolores, along with other members of his Tribe. Seven years later in 1808, Liberato Culpecse had married his first wife Catalina Pispisoboj; she died three years later on October 16, 1811.

After the death of his wife, Liberato was allowed to relocate to the Mission San Jose region, where he met his second wife **Efrena Quennatole**. Efrena Quennatole who was **Napian/Karquin Ohlone** was born in 1797 and baptized at Mission San Jose on January 1, 1815 at the age of 18 years. Father Fortuny married Liberato and Efrena (who by then was also a widow) on July 13, 1818.

Liberato Culpecse and Efrena Quennatole had a son named **Jose Liberato Dionisio** (a.k.a. **Liberato Nonessa**). Liberato and Efrena later had a daughter named **Maria Efrena**. Both Jose Liberato Dionisio and Maria Efrena married other Mission San Jose Indians. Liberato Dionisio's second wife was **Maria de Jesus**, who was the daughter of **Captain Rupardo Leyo (Leopardo)**, and was the younger sister of **Captain Jose Antonio**. Liberato Dionisio and Maria de Jesus had several children including **Francisca Nonessa Guzman**, born May 7, 1867. Maria Efrena had married an Indian man named **Pamfilio Yakilamne** (from the **Ilamne** Tribe of the Sacramento Delta region) and they had several children including their youngest daughter **Avelina Cornates (Marine)**. During the late 19<sup>th</sup> and early 20<sup>th</sup> centuries, **Francisca Nonessa Guzman** and **Avelina Cornates Marine** became two of the founding matriarchs of the present-day Guzman and Marine lineages. They, along with the other Tribal families, comprised the historic Federally Recognized **Verona Band** Tribal community residing at the following East Bay rancherias: San Lorenzo, Alisal (Pleasanton), Del Mocho (Livermore), El Molino (Niles), Sunol, and later Newark.

**Avelina Cornates Marine** was born in November 1863 and baptized at Mission San Jose on January 17, 1864. By the late 1880s she had met **Raphael Marine**, who came to the United States from Costa Rica, but oral tradition indicates that he was originally from Sicily. Avelina Cornates and Raphael Marine had nine living children together by 1903, six of whom have surviving descendents who are presently enrolled in the Muwekma Ohlone Tribe.

In the 1880s, the Hearst family purchased part of the Bernal Rancho containing the Alisal Rancheria and Mrs. Hearst permitted the 125 Muwekmas living at Alisal to remain on the land, and even employing some of them to do her laundry. During the early part of the 20th century, the Muwekma Ohlone Indians (later identified as the Verona Band by the BIA) became Federally Recognized and appear on the Special Indian Census conducted by Agent C. E. Kelsey in 1905-1906.

Concurrently, during this period of time, Mrs. Phoebe Hearst was responsible for funding the fledgling Department of Anthropology at U.C. Berkeley. Dr. Alfred L. Kroeber, one of the early pioneering anthropologists, became known as "the Father of California Anthropology" interviewed some of the knowledgeable speakers of the Indian languages amongst the Mission San Jose Indians in the East Bay.

### **Shattering the Myth that the Ohlones were Never Federally Recognized**

In 1989 our Tribe sent a letter to the Branch of Acknowledgement and Research in order to have our Acknowledged status restored. After eight years in the petitioning process, and after the submittal of several thousand pages of historic and legal documentation, on May 24, 1996 the Bureau of Indian Affairs' Branch of Acknowledgment and Research (BAR) made a positive determination that:

Based upon the documentation provided, and the BIA's background study on Federal acknowledgment in California between 1887 and 1933, **we have concluded on a preliminary basis that the Pleasanton or Verona Band of Alameda County was previous acknowledged between 1914 and 1927.** The band was among the groups, identified as bands, under the jurisdiction of the Indian agency at Sacramento, California. The agency dealt with the Verona Band as a group and identified it as a distinct social and political entity.

On December 8, 1999, the Muwekma Tribal Council and its legal consultants filed a law suit against the Interior Department/BIA – naming Secretary Bruce Babbitt and AS-1A Kevin Gover over the fact the Muwekma, as a previously Federally recognized Tribe, should not have to wait 20 or more years to complete our reaffirmation process.

In an effort to reaffirm our status and compel a timely decision by the Department of the Interior, our Tribe sued the Bureau of Indian Affairs in 1999. The Court had mandated that the Department issue a decision within two years and reaffirmed the previous Acknowledge status of our Tribe.

On July 28, 2000, and again two years later, on June 11, 2002, Judge Ricardo Urbina wrote in his Introduction of his **Memorandum Opinion Granting the Plaintiff's Motion to Amend the Court's Order** (July 28, 2000) and **Memorandum Order Denying the Defendants' to Alter or Amend the Court's Orders** (June 11, 2002) affirmatively stating that:

The Muwekma Tribe is a tribe of Ohlone Indians indigenous to the present-day San Francisco Bay area. In the early part of the Twentieth Century, the Department of the Interior ("DOI") recognized the Muwekma tribe as an Indian tribe under the jurisdiction of the United States." (Civil Case No. 99-3261 RMU D.D.C.)

On October 30, 2000, the Department of Interior's Branch of Acknowledgment and Research/Tribal Services Division of the Bureau of Indian Affairs, responded to Justice Urbina's Court Order regarding the Muwekma Ohlone Tribal enrollment and descendency from the previous Federally recognized Verona Band, by concluding:

"... . When combined with the members who have both types of ancestors, **100% of the membership is represented.** Thus, analysis shows that the petition's membership can trace (and, based on a sampling, can document) its various lineages back to individuals *or to one or more siblings of individuals* appearing on the 1900 "Kelsey", and 1910 census enumerations described above."

On July 25, 2002, Congresswoman Zoe Lofgren issued her “Extension of Remarks” on the floor of the House of Representatives stating:

The Muwekma Ohlone Indian Tribe is a sovereign Indian Nation located within several counties in the San Francisco Bay Area since time immemorial.

In 1906, the Tribe was formally identified by the Special Indian Census conducted by Indian Agent C. E. Kelsey, as a result of the Congressional Appropriation Act mandate to identify and to purchase land for homeless California Indian tribes.

At this time, the Department of Interior and the Bureau of Indian Affairs federally acknowledged the Verona Band as coming under the jurisdiction of the Reno and Sacramento Agencies between 1906 and 1927.

The Congress of the United States also recognized the Verona Band pursuant to Chapter 14 of Title 25 of the United States Code, which was affirmed by the United States Court of Claims in the Case of Indians of California v. United States (1942) 98 Ct. Cl.583.

The Court of Claims case judgment instructed the identification of the Indians of California with the creation of Indian rolls. The direct ancestors of the present-day Muwekma Ohlone Tribe participated in and enrolled under the 1928 California Indian Jurisdictional Act and the ensuing Claims Settlement of 1944 with the Secretary of the Interior approving all of their enrollment applications.

Meanwhile, as a result of inconsistent federal policies of neglect toward the California Indians, the government breached the trust responsibility relationship with the Muwekma tribe and left the Tribe landless and without either services or benefits. As a result, the Tribe has suffered losses and displacement. Despite these hardships the Tribe has never relinquished their Indian tribal status and their status was never terminated.

In 1984, in an attempt to have the federal government acknowledge the status of the Tribe, the Muwekma Ohlone people formally organized a tribal council in conformance with the guidelines under the Indian Reorganization Act of 1934.

In 1989, the Muwekma Ohlone Tribal leadership submitted a resolution to the Bureau of Indian Affairs’ Branch of Acknowledgment and Research with the intent to petition for Federal acknowledgment. This application is known as Petition #111. This federal process is known to take many years to complete.

Simultaneously, in the 1980’s and 1990’s, the United States Congress recognized the federal government’s neglect of the California Indians and directed a Commission to study the history and current status of the California Indians and to deliver a report with recommendations. In the late 1990’s the Congressional mandated report – the California Advisory Report, recommended that the Muwekma Ohlone tribe be reaffirmed to its status as a federally recognized tribe along with five other Tribes, the Dunlap Band of Mono Indians, the Lower Lake Koi Tribe, the Tsnungwe Council, the Southern Sierra Miwuk Nation, and the Tolowa Nation.

On May 24, 1996, the Bureau of Indian Affairs pursuant to the regulatory process then issued a letter to the Muwekma Ohlone tribe concluding that the Tribe was indeed a **Federally Recognized Tribe**.

I proudly support the long struggle of the Muwekma Ohlone Tribe as they continue to seek justice and to finally, and without further delay, achieve their goal of their reaffirmation of their tribal status by the federal government. This process has dragged on long enough. I hope that the Bureau of Indian Affairs and the Department of Interior will do the right thing and act positively to grant the Muwekma Ohlone tribe their rights as a Federally Recognized Indian Tribe.

The Muwekma Ohlone Tribe has waited long enough; let them get on with their lives as they seek to improve the lives of the members of this proud tribe. To do anything else is to deny this tribe Justice. They have waited patiently and should not have to wait any longer.

More recently, on September 21, 2006, another victory was handed to the Muwekma Tribe by Judge Reginald B. Walton from the U.S. District Court, Washington, D.C. stating:

The following facts are not in dispute. Muwekma is a group of American Indians indigenous to the San Francisco Bay area, the members of which are direct descendants of the historical Mission San Jose Tribe, also known as the Pleasanton or Verona Band of Alameda County ("the Verona Band"). ... From 1914 to 1927, the Verona Band was recognized by the federal government as an Indian tribe. ... Neither Congress nor any executive agency ever formally withdrew federal recognition of the Verona Band. ...

Upon remand, the Department **must** provide a detailed explanation of the reasons for its refusal to waive the Part 83 procedures when evaluating Muwekma's request for federal tribal recognition, particularly in light of its willingness to "clarif[y] the status of [Ione]... [and] reaffirm[] the status of [Lower Lake] without requiring [them] to submit . . . petition[s] under . . . Part 83." Such an explanation may not rely on the fact that a "lengthy and thorough" evaluation of Muwekma's petition. At issue for the purpose of this remand is not whether the Department correctly evaluated Muwekma's completed petition under the Part 83 criteria, but whether it had a sufficient basis to require Muwekma to proceed under the heightened evidentiary burden of the Part 83 procedures in the first place, given Muwekma's alleged similarity to Ione and Lower Lake.

As of April 30, 2007, it appears that the BIA **failed** to respond to Judge Walton's court order. On September 30, 2008 the US District Court in Washington, D.C. handed the Muwekma Tribe another victory. Judge Reginald B. Walton opined:

These arguments, and the explanation from the Department giving rise to them, seemingly cannot be reconciled with the Court's September 21, 2006, memorandum opinion. ...

**The Court rejected both of these arguments.** It dismissed the defendants' "hand-waving reference to 'highly fact-specific determinations,'" which, in the Court's estimation, "[did] not free the defendants" of their obligation to justify the decision to treat the plaintiff differently from Ione and Lower Lake based on the administrative record for the plaintiff's petition. ...

**Having rejected all of the defendants' arguments on the issue of similarity of circumstances,** the Court proceeded to find that **"the Department . . . ha[d] never provided a clear and coherent explanation for its disparate treatment** of [the plaintiff] when compared with Ione and Lower Lake," nor had it ever "articulated the standards that guided its decision to require [the plaintiff] to submit a petition and documentation under Part 83 while allowing other tribes to bypass the formal tribal recognition procedure altogether." ...

... Here, the Department's explanation and the defendants' arguments in defense of that explanation and in support of summary judgment in their favor **would appear to run afoul of the law of the case established in this Court's prior memorandum opinion. The Court concluded, implicitly if not explicitly, that the plaintiff is similarly situated to Ione and Lower Lake,** and remanded the case to the Department for the sole purpose of ascertaining a reason as to why the plaintiff was treated differently. **Yet, the defendants do not even acknowledge that their arguments are inconsistent with the law-of-the-case, let alone provide a "compelling reason to depart" from it.**

The defendants' insouciance regarding the law-of-the-case is particularly **troubling** because they appear to rely at least in part on administrative records for Ione and Lower Lake that were not considered when the Department initially considered the plaintiff's petition for recognition. ...

**The Court rejected that argument,** explaining that "[w]hat matter[ed] . . . [was] whether the Department sufficiently justified in the administrative record for [the plaintiff's] tribal petition its decision to treat [the plaintiff] differently from Ione and Lower Lake."

The Court remanded this case to the Department so it could explain why it treated similarly situated tribes differently, **not so that it could construct post-hoc arguments** as to whether the tribes were similarly situated in the first place. **It certainly did not remand the case so that the Department could re-open the record, weigh facts that it had never previously considered, and arrive at a conclusion vis-à-vis the similarity of the plaintiff's situation to those of Ione and Lower Lake that it had never reached before. The Court would therefore be well within its discretion to reject the defendants' arguments outright, grant the plaintiff summary judgment with respect to its equal protection claim, and bring this case to a close. ...**

... **SO ORDERED** this 30th day of September, 2008.

REGGIE B. WALTON

United States District Judge

Regardless of the Federal Government's recalcitrance to restore our Tribe's status as a Federally Recognized Tribe, we will nonetheless preserve as the Aboriginal Tribe of the San Francisco Bay Region. We have lived here in our ancestral homelands within the greater San Francisco Bay for over 10,000 years and we have no intention of leaving, giving up or abdicating our Indian Heritage and Sovereign Rights!

In conclusion, while our Tribe is awaiting the **final-final** decision from the U.S. District Court, Washington, D.C. about our restoration status, we nonetheless, are continuing to exercise our sovereignty and authority as a Federally Recognized Tribe.



Therefore, I would once again thank you for contacting our Tribal office with regards to the Draft General Plan and we would like for the City of Pleasanton to include accurate and updated **ethnographic and legal information** about our Tribe and our concerns. In the past we have been troubled by the generic treatment in EIR's and General Plans about our Tribe's history and heritage, which are usually fraught with myths, stereotypes and much outdated and undernourished information, usually cited from either Malcolm Margolin's interpretive fantasy The Ohlone Way, and/or Levy's section "Costanoan" in the Handbook on North American Indians, Vol. 8. 1978.

Based upon the information and concerns stated above, the Pleasanton Planning Area does indeed have significant historic and cultural meaning to our Tribe. Therefore, we would like to obtain copies of the "pending" cultural resources sections that are to be included in this General Plan. Furthermore, our Tribe **does not** want to find itself in the position of being disenfranchised and caught-up in the "old boy" archaeological mitigation process. We insist on being contacted whenever any of our ancestral cemetery or village sites are either threatened or discovered by construction activities. We insist on being full participants in this planning process.

Should you have any additional questions or would like to obtain primary documentation, please contact our Tribal office at 408-434-1668 or my cell phone at 408-914-5797 and I will be happy to interact with the Planning Department staff. Finally, I would like to obtain a copy of the cultural Final version of the General Plan for the City of Pleasanton.

On behalf of the Muwekma Ohlone Tribe of the San Francisco Bay Area,



Rosemary Cambra, Chairwoman

CC: Muwekma Ohlone Tribal Council  
City of Pleasanton, Draft General Plan  
Cultural Resources File

**1. Rosemary Cambra, Muwekma Ohlone Tribe, (letter dated October 9, 2008)**

1.1 This is primarily a comment on the General Plan as it refers to text on page 7-17; regarding cultural remains uncovered at one or more prehistoric camp or village. The sentence in question is not meant to allude to a specific village as suggested by the commenter, since planning and environmental documents seek to maintain the confidentiality of these archeological sites to protect their content; the text does also refer to “mortar and pestles and arrowheads...and chert tools.” It should be noted, however, that the Northwest Information Center (NWIC), housed at Sonoma State University, was consulted regarding archeological and historical resources within the Planning Area and it identified a total of 24 recorded Native American archaeological resources within the Planning Area with “site types ranging from large villages to small resource processing areas.”<sup>1</sup> No maps or more specific descriptions of these resources were furnished by the NWIC’s ‘record search results letter.’ The lack of specificity regarding the village location or the site contents were not meant to reduce the significance of the resource, but is appropriate for programmatic documents as represented by both the General Plan and its EIR, since they are neither proposing nor evaluating site-specific development.

Other portions of the letter represent comments on the proposed General Plan which will be addressed in a separate document pertaining to the public review of and input to the General Plan.

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<sup>1</sup> Northwest Information Center, Letter to Chad Mason, PBS&J, RE Records Search Results for the City of Pleasanton General Plan, February 12, 2008.

**Janice Stern**

**From:** nancy allen [ncallen@comcast.net]  
**Sent:** 2008-10-13 19:13  
**To:** Janice Stern  
**Subject:** Questions re: Draft EIR for GP

Hi Janice,

Good to talk with you last Thursday. Below are the follow-up questions I had as I try to better understand the implications of being out of compliance with the regional air quality plan due to a 46% increase in traffic miles in the new General Plan. I had a lot of questions about the draft EIR in this area (sorry) so I tried to prioritize (bold faced are first priority). Feel free to call me (925-426-1652) or e-mail me with any questions.

Thank you.  
 Nancy

■ **Area of Concern**

A 46% increase in vehicular miles on our city streets is concerning to me both in terms of the fact that commute traffic (especially in downtown, east side and Hacienda Bus park) already seems very busy and that this traffic increase creates a significant impact that is not consistent with the regional air quality plan. As an avid cyclist, walker, and resident in the East Side of Pleasanton, I am concerned about insuring Pleasanton meets/beats air quality standards to create the highest quality environment/health for all of us. Pleasanton has prided itself on being a leader in creating a "green" and "environmentally friendly" city and I am concerned about approving any plan that says we will not meet the regional air quality plan, because it is just *an unavoidable consequence of growth*.

2.1

We all know a healthy and vibrant community, supported by business growth, is important to Pleasanton. We also know a healthy community with a high quality of life for our residents is critical. The magical question is how we can enable appropriate business growth in a way that also allows us to meet regional air quality standards and reasonable traffic levels to insure we maintain a high quality of life for Pleasanton residents. I am concerned with the current General Plan/EIR because it does not mitigate the specified area around air quality standards and also because there will be 46% more cars. I am hopeful we can find out of the box and creative solutions to identify additional measures "with bite" that create a win win for both business and residents. I have lots of ideas here but most importantly, I recommend a group consisting of business, residents and city staff meet to create a rigorous plan and standards with bite that can meet standards and reduce traffic miles while enabling business growth. I would be happy to be part of the team. I believe, as leaders, we need to mitigate this issue with the right set of plans that have bite and enable us to meet air quality standards prior to approval of a GP.

■ **Questions to help understand issue, implications, etc.**

Cumulative vehicle miles traveled – increase from 3.8 million vehicle miles -5.6 million vehicle miles or 46% increase

2.2

- **Is vehicle miles in EIR a daily, monthly, annual figure or other?**
- What is the increase (# and %) in drivers that are assumed/day.
- What is the average vehicle miles assumed/day/driver in the city
- **Please break out total of 5.5M vehicle miles and 46 % increase by geographic area, most especially interested in what # and % increase is in the east side vs. north side/Hacienda area, vs. other areas.**
- Please identify number of expected new miles by weekend vs. traditional weekday (I assume EIR has weekday or it is total ?)

2.3

■ **New jobs assumed**

- **Please break out number of new jobs assumed by geographical area in Pleasanton (Hacienda, East**

2008-10-14

- side, other).
- 2.3 (cont'd)
- Pls break out expected jobs by category (retail, bus park/commercial, research park ,etc.)
  - Pls identify the approximate ratio of parking spots/drivers on road you are assuming vs. new job. For example, if 100 jobs are created, are you assuming 100 parking spots, 50 parking spots, etc.
  - What would the breakeven number of vehicle miles need to be reduced to for it to be acceptable with the regional air quality plan? For example, if we only increased to 4.5M, would this be *less than significant*?
- 2.4
- If we were to only allow one new parking spot for every 2 new job created, what would vehicle miles be and impact on meeting regional air quality plan?
    - How about only 1 parking spot per 3 new jobs?
  - Pls provide the number of new jobs and % increase expected in neighboring cities during the same planning period for reference:
    - Dublin
    - Livermore
    - San Ramon
    - Walnut Creek

- 2.5
- Inconsistency with air quality plan
- How is air quality defined in this plan? Pls provide details of what specific elements of air quality/ozone could be impacted.
    1. Can you attach the plan for us to review pls
  - What is the breakeven ( miles driven/new jobs) that would allow us to be at a *less than significant* rating in this EIR category?
  - What options, in a worst case scenario, would we need to take to meet air quality plan standards? How many less cars?
  - What are other options/scenarios that could get us to meet the plan?
  - To what degree would levels inconsistent with the air quality plan create any potential risks for at risk groups such as the elderly, asthmatics, those doing rigorous exercise outdoors, etc. Pls provide specifics.
- 2.6

- Recommended goals/programs in EIR
- To what degree/how many miles do the identified programs in EIR reduce the otherwise expected increase in vehicular miles? PLs provide detail and assumptions used by program.
  - How much finding, if any, is assumed to implement each of these program areas?
    - By the city
    - By businesses (what is source, development fees, other)?
- 2.7

- Current traffic reduction program in Hacienda - results
- Pls provide data on what the results of existing car reduction/incentive programs in Hacienda have been including:
    - What is the # and % of people who have jobs in Hacienda who carpool at least 80% of the time? Pls identify source data.
    - What # and % of job holders that use public transportation 80% of the time (and do not drive in).
    - Please identify results of the specific incentive programs that exist today in terms of reducing cars and % of miles driven. PLs provide back-up details.
  - What is current ratio of jobs filled to parking spots in business parks ? 1 job:1 parking spot or 2 jobs:1 parking spot
- 2.8
- 2.9

- Programs with more bite
- What kind of research do we have on car reduction programs in other cities/states that have
- 2.10

- 2.10 (cont'd) ▲
- 2.11 ■
- 2.12 ■
- 2.13 ■
- implemented programs with bite (e.g, SF, Capitola – have parking lot near freeway where tourists park and they bus them to the beach vs. having tourists drive thru town, where else?).
  - Even locally, I think Safeway (Maybe others) have a bus to transport folks between their locations or to/from BART – what have results been?
- The most direct route
- The more direct the route used, the lower the traffic miles driven, and presumably the higher the air quality. As such:
    - To what degree, if any, would having Las Positas interchange in the plan potentially provide a more direct route and reduce traffic miles in plan, if at all? Pls provide detail.
  - What is the impact to traffic levels of service (and also vehicular miles) of SOLELY comparing the recommended plan vs. a plan with only Las Positas added in? The option I saw I GP bundled Las Positas with other changes and did not do an apples and apples comparison of just with or without Las Positas.
    - I did not see this one decision point isolated to understand what impact this unique decision has. Absent seeing this to confirm it could not help our traffic situation, might it be premature to take this option out of the plan?
    - If the data shows this does not help situation in an apples and apples way, then it make sense to remove from the plan. This EIR does not seem to address this apples and apples option though.
- Traffic Levels
- What is the delay (seconds) and LOS at Valley and Santa Rita Intersection both with and without a 3<sup>rd</sup> left turn lane? I had thought the 3<sup>rd</sup> left turn lane was not needed if SDE in place (so was surprised it is still in the plan).
  - What is the planning assumption around timing of SDE? When are we expected to have the regional roadmap and sequencing of changes? I understood early on this would be available in conjunction with finalizing plan.

General Plan section -- from Draft EIR

Cumulative development under buildout of the proposed General Plan would result in increases in population and employment and consequently an increase in traffic and air pollutant emissions. The projected population in Pleasanton with buildout of the proposed General Plan is estimated to be 78,200 persons in the year 2025, which is fewer than the 88,000 persons estimated in 2025 by ABAG Projections 2003. Because the applicable regional air quality plan (2005 Ozone Strategy) is based on the population projections in ABAG Projections 2003, the proposed General Plan would not increase population to levels greater than assumed in the 2005 Ozone Strategy. However, cumulative development due to implementation of the proposed General Plan would lead to **5,561,000 vehicle miles traveled, an increase of about 46 percent over existing conditions of 3,797,000 vehicle miles traveled.** This increase would be at a greater rate than the approximate 16 percent population increase. **Thus cumulative development in the Planning Area, including from implementation of the proposed General Plan, would result in a significant effect on the 2005 Ozone Strategy, the regional air quality plan.** Limiting population based on the housing cap while allowing and encouraging business development would be a cumulative effect of building out the Planning Area that is intrinsic to both the existing and proposed General Plans. **Thus no mitigation measures are available to lower this cumulative impact to a less-than-significant level.** The proposed General Plan would minimize the potential for an increased level of air pollutant emissions associated with its implementation, but not to a level of insignificance due to vehicle miles traveled by future employees. See the following goals, policies and programs of the proposed General Plan that are applicable to future ozone and criteria air pollutant emissions, but not to less-than-significant levels.

2. Nancy Allen (letter dated October 13, 2008)

2.1 These comments relate to quality of life concerns and the project approval process. Quality of life is, by nature, subjective and is impossible to quantify in an EIR. This is also a socioeconomic issue best dealt with in a policy forum and thus should be considered as part of the General Plan approval process. Comments on the proposed General Plan and responses are included in a separate document. Please note that growth inducement is an inherent impact of a general plan, the basic premise of which is to guide the development and plan for needed circulation improvements. The proposed General Plan provides a framework maintaining the circulation network given the anticipated growth in vehicle miles traveled.

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2.2 The vehicle miles traveled referred to in the DEIR refers to daily miles. The Pleasanton traffic model does not provide information on the number of drivers or the miles per driver per day, only on the miles traveled. See Responses to Comments 2.3, and 11.3 for information on and evaluation of the geographic distribution of existing and projected jobs in Pleasanton.

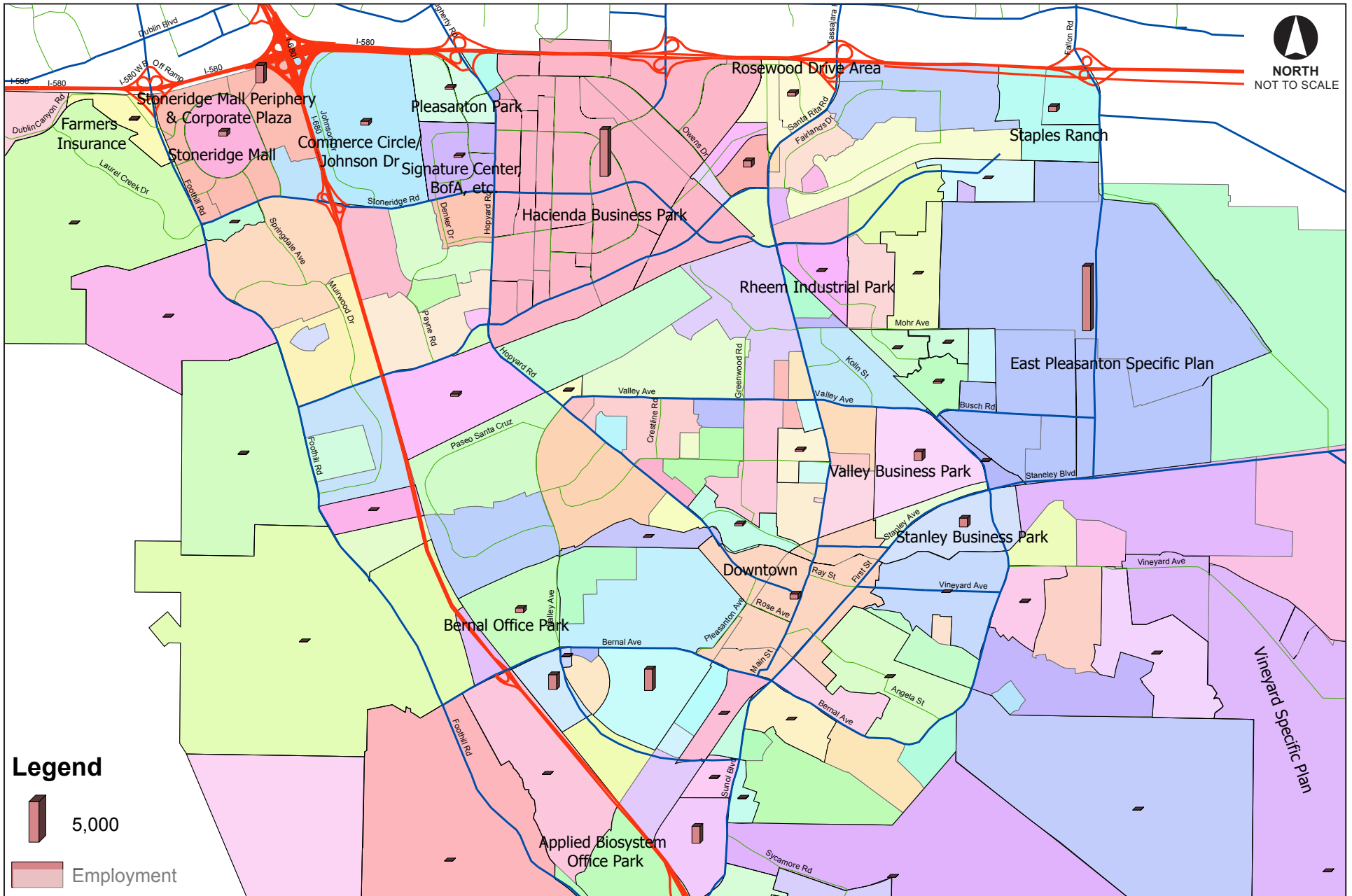
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The DEIR analyzes weekday traffic at the AM and PM peak with the assumption that traffic levels are highest during these periods. Mitigations (traffic improvements) that can maintain the level of service (LOS) standard at these times are assumed to be sufficient to maintain LOS at all times. Analysis of weekend traffic, therefore, is not required and has not been prepared for this EIR.



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2.3 Table 3-1 below shows estimated jobs existing in 2006 and at buildout for the 1996 General Plan, proposed General Plan, the Dispersed Growth, and the Concentrated Development/Mixed Use alternatives. The jobs are subdivided by subarea of the City. Please note that the totals reflect the revised jobs totals as projected by ABAG (and as described on page 3.3-5 of the DEIR), and that most of the difference between buildout of the existing (1996) General Plan and the proposed General Plan is due to the East Pleasanton Specific Plan area. The East Pleasanton numbers, as noted previously, are “placeholders” and will be refined through the future specific plan process. The other area which varies under the proposed plan and alternatives is the Stoneridge Mall Periphery and Corporate Plaza. The employment assumptions vary in this location because the proposed General Plan and alternatives assume different scenarios for residential development at the new BART station; those alternatives which assume fewer residential units would allow additional office development. Figure 3-1, “Preferred Plan Land Use Assumptions Dwelling Units and Employment” illustrates this table and presents in graphic form the location of new job growth that would accompany buildout of the proposed General Plan.

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**Legend**

-  5,000
-  Employment

**FIGURE 3-1 Preferred Plan Lane Use Assumptions - Dwelling Units and Employment**

Source: City of Pleasanton, 2008



D41089.00

Pleasanton General Plan

**Table 3-1  
Existing Development and Comparison of Projected Employment Growth by Subarea**

<u>City Subarea</u>	<u>Existing (2006)</u>	<u>1996 General Plan</u>	<u>Proposed General Plan</u>	<u>Dispersed Growth Alternative</u>	<u>Concentrated Development/Mixed Use Alternative</u>
Applied Biosystem Office Park	0	2,616	2,616	2,616	2,616
Bernal Office Park	3,406	4,103	4,103	4,103	4,103
Commerce Cir/Johnson Dr	2,475	3,092	3,092	3,092	3,092
Downtown	2,611	3,401	3,401	3,401	3,401
East Pleasanton Specific Plan	272	3,755	10,360	10,526	10,590
Farmers Insurance	707	906	906	906	906
Hacienda Business Park	22,097	29,222	29,222	29,222	29,245
Pleasanton Park	1,653	1,955	1,955	1,955	1,955
Rheem Industrial Park	519	562	562	562	562
Rosewood Drive Area	928	1,484	1,484	1,484	1,484
Signature Center, BofA, etc.	3,202	3,477	3,477	3,477	3,477
Stanley Business Park	945	1,944	1,944	1,944	1,944
Staples Ranch	0	801	801	801	801
Stoneridge Mall	1,714	2,476	2,476	2,476	2,476
Stoneridge Mall Periphery & Corporate Plaza	5,701	9,021	8,519	8,828	9,351
Valley Business Park	2,044	3,388	3,388	3,388	3,388
Vineyard Specific Plan	7	64	64	64	64
Remainder of City	9,410	18,148	18,148	18,148	18,148
<b>TOTAL</b>	<b>57,691</b>	<b>90,417</b>	<b>96,519</b>	<b>96,994</b>	<b>97,603</b>

Source: City of Pleasanton, 2009

2.4 The City of Pleasanton, like most cities, bases required parking on the type of use and building square footage. Parking requirements can be found in the Pleasanton Municipal Code Chapter 18.88. Pleasanton does not base the number of parking spots on vehicle miles traveled and assumes if the parking spaces were to be reduced that vehicles miles traveled would remain the same. Based on professional opinion, it is not clear that in a suburban location, such as Pleasanton, with limited public transit in many locations, that it would significantly affect the cumulative vehicle miles traveled. Unless or until there are adequate alternative travel modes, the reduction of parking spaces in lots would not reduce demand; rather the City could anticipate increased parking on streets and in nearby neighborhoods. No parking studies relevant to Pleasanton have been conducted and thus no data exist on which to base such an assumption. Some urban communities, such as San Francisco, deliberately allow development that is “under-parked” as a means to discourage car use; however, these communities generally have a much more comprehensive public transit system, and also experience parking problems that would be unacceptable to Pleasanton residents and businesses.

The finding of significance for not meeting the ozone strategy is not based on vehicle miles traveled. There is no break even number. To be consistent with the regional air quality plan,

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Pleasanton would need to have 9,800 additional residents (or about 3,550 additional housing units above the cap) and reduce future employment by about 20,000 jobs.

- 2.5 The following tables show the population forecasts for Dublin, Livermore, San Ramon, and Walnut Creek using the ABAG Projections 2003 which were used to prepare the 2005 Ozone Strategy and the local General Plans for each jurisdiction, where applicable.

Local City Population Forecasts Using ABAG Projections 2003						
City	2005 population	2025 population	Change	2005 jobs	2025 jobs	change
Dublin Projections 2003	39,400	65,900	26,500	23,230	30,590	7,360
Livermore Projections 2003	81,400	106,700	25,300	42,440	71,290	28,850
San Ramon Projections 2003	53,000	85,000	32,000	42,140	60,062	17,922
Walnut Creek Projections 2003	81,500	92,600	11,000	64,180	70,700	6,520

Local City Population Forecasts Using Their General Plans						
City	2005 population	2025 population	Change	2005 jobs	2025 jobs	change
Dublin General Plan	No information is available.					
Livermore General Plan	Uses ABAG projections 2000					
San Ramon General Plan	50,555	96,020		41,445*	59,000*	
Walnut Creek General Plan 2003	81,500	92,600	11,1000			

Source: City of Pleasanton, December 2008

Notes: \* San Ramon has estimated its buildout to occur by 2020

- 2.6 The 2005 Ozone Strategy largely discusses ozone and ozone attainment as this is the only pollutant where the Bay Area is not in attainment with Clean Air Act standards. It also discusses particulate matter. The proposed General Plan is not expected to result in significant effects due to the increase in ozone or any other pollutant. The proposed General Plan discusses criteria air pollutants (ozone, carbon monoxide, suspended particulates, nitrogen dioxides, and sulfur dioxide) as well as hazardous pollutants. (See pages 9-3 to 9-6 of the Air Quality Element). The 2005 Ozone Strategy may be accessed on the following website: [http://www.baaqmd.gov/pln/plans/ozone/2005\\_strategy/strategy.htm](http://www.baaqmd.gov/pln/plans/ozone/2005_strategy/strategy.htm)

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See also Response to Comment 2.3 regarding new jobs projected. The significance criterion is not based on vehicles, but rather on population. The DEIR indicates how the proposed General Plan would not result in any significant effects due to increases in criteria pollutants or their health-based standards.

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- 2.7 It is unknown to what degree programs identified in the DEIR and the proposed General Plan would reduce expected increases in vehicle miles traveled. The City cannot find any reasonable numbers on which to quantify reductions and any estimation as to the amount of reduction would be speculative.

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Once each program is analyzed in detail prior to its implementation, the City will be able to estimate the amount of funding necessary to implement it. At this time, the City does not know what the costs would be.

- 2.8 Journey to Work data is available from the 2000 Census which shows the following mode split for Hacienda:

2000 Mode Split For Hacienda Business Park	
Mode of Travel	Hacienda
Single occupancy vehicle	83.67%
Car/vanpool	11.11%
Bus	0.72%
Rail	0.96%
Bicycle/walking	1.65%

Hacienda Business Parks's current number of transit trips taken for 2008 is about 300,000; (the actual number is likely higher because trips are frequently under-reported). If Hacienda continues its current trajectory of usage it may exceed 360,000 trips by year-end. Currently, approximately 4,000 employees and/or residents use the Hacienda pass or approximately 14 percent of the business park's population (employees and residents combined) for an average of six trips per pass user per month (based on observation, this likely divides more evenly between frequent, regular users and more occasional users). Note that this is the only transit that Hacienda tracks.

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- 2.9 The City does not have information regarding the ratio of jobs felled [PBSJ Q: what does this mean?] to parking spots and takes no surveys of parking lots. For Hacienda Business Park, if parking for BART, Hart Middle School and the six residential complexes are subtracted, there are roughly 32,000 parking stalls. There are approximately 17,800 employees currently working at Hacienda. However, in considering an employee-to-parking-stall ratio, one must also take into consideration the roughly 900,000 square feet of retail which has parking for customers who are not included in the employee counts. Parking ratio requirements strictly for office are roughly divided between 4/1,000 and 3.33/1,000 over 7 million square feet of developed space. Applying this qualification generally would produce around 25,600 stalls for the office employees. Applying current office vacancy rates of around 22 percent produces an estimated full occupancy employee count of around 23,000. In addition, tenant employee densities tend to be less than those used for standard parking calculations as reflected in the estimates above.

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- 2.10 The City does not have data available on specific car reduction programs in other cities/states that have implemented programs. Each City is unique with its own conditions, transit systems, walkability criteria, etc., that make it difficult to take information from one jurisdiction and assume that it will apply to another. However, it should be noted that car use reduction programs currently implemented by the City and described in the Circulation Element were established based on research of industry 'best practices' for programs related to single occupancy vehicle trip reductions.

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2.11 Even locally, Safeway, and perhaps, others may well have a shuttle bus to transport customers between their locations to/from BART. ~~[- what have results been?] [I have called DJ Mohr at Safeway. (467-3650) Hopefully she will have a response once she returns from vacation. This still needs a response].~~

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2.12 There are many differences between the existing General Plan and the proposed General Plan. One major difference is that the existing General Plan includes the West Las Positas interchange and the proposed General Plan does not. There are, however, enough other changes in roadway type and land use to make it impossible to correlate the difference in vehicle miles traveled from the existing General Plan to the proposed General Plan to one specific improvement project. Given the number of changes between the two plans, it is not reasonable to conduct model analyses for each change in roadway type or land use. While the number is not quantifiable, given the complexity of the differences between the two plans, it is reasonable to assume that a large part of the increase in vehicle miles traveled is due to the removal of the West Las Positas interchange.

Thus, no analysis has been completed that would solely evaluate the improvements contained proposed General Plan with the West Las Positas interchange. The interchange was not identified as a project alternative and for this reason was not analyzed as a singular change. The intent of the EIR is to analyze the proposed plan as a whole, not individual projects or infrastructure improvements.

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The Las Positas interchange is in the existing (1996) General Plan. The Las Positas interchange is not a part of the proposed General Plan so it cannot be removed from the proposed plan. The proposed plan would not result in any unavoidable significant traffic-related impacts. The significant effects identified in the EIR could all be mitigated to less-than-significant levels by identified measures with the exception of AQ-1. Section 15126.6(f) of the CEQA Guidelines states: "The range of alternative required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. . ." Because any potentially significant effects on traffic could be lessened by mitigation measures contained in the proposed General Plan and its EIR, the City does not need to analyze a Las Positas interchange alternative.

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2.13 The levels of service (LOS) of Santa Rita Road and Valley Avenue are listed in Table 3.2-5 on page 3.2-14 of the DEIR (see intersection 19). Table 3.2-5 shows this intersection existing level of service in the PM as LOS E with 59.3 seconds of delay. The LOS with the proposed General Plan is LOS E with 74 seconds of delay. The footnote to the intersection states that the mitigation is included in the LOS, which is inaccurate and will be removed from the table. Construction of a second westbound left turn lane improves the level service for the proposed general plan to LOS D with 54.1 seconds of delay (shown in Table 3.2-9 of the Transportation Section of the DEIR on page 3-2-29). The third southbound left turn is not necessary with the proposed General Plan at buildout. The project, however, is included in the proposed General Plan because the third southbound left turn lane has been identified as a necessary improvement until such time that

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Stoneridge Drive is extended and may be constructed. Program 2.3 of the proposed General Plan provides additional detail and is included below.

“Program 2.3: The Santa Rita Road / Valley Avenue intersection is conditionally exempted from the City’s LOS D policy in that the mitigation of adding a third southbound left turn lane is a short-term mitigation, with buildout mitigation being the Stoneridge Drive extension. The City Council shall decide if and when this intersection modification is needed in conjunction with development projects which add traffic to it. Projects which add traffic but are not required to improve this intersection will continue to pay Traffic Development Fees and will be considered to have mitigated their impact at the Santa Rita Road/Valley Avenue intersection on that basis.”

The timetable for construction of the Stoneridge Drive extension will depend on Pleasanton reaching an agreement with its regional partners (i.e., the cities of Livermore and Dublin, the County of Alameda) for a strategic approach and funding plan for relieving traffic congestion in the Tri-Valley. This agreement will be embodied in a policy/plan adopted by the City Council (following a public hearing) that includes a plan which prioritizes funding for improvements to I-580, I-680, and State Route 84 and requires completion of a regional arterial network that includes Dublin Boulevard, Jack London Boulevard, North Canyons Parkway, and the Stoneridge Drive extension. This planning process is underway. See Program 1.6 in the Circulation Element of the proposed General Plan.

Stoneridge Drive Extension will require environmental review under the California Environmental Quality Act before it can be approved. Although there is no established schedule for its implementation, it is anticipated to be constructed prior to 2025, the end of the planning period for the proposed General Plan.

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# PONDEROSA

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## H O M E S

November 20, 2008

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CITY OF PLEASANTON  
PLANNING DIVISION

Ms. Janice Stern  
Principal Planner  
CITY OF PLEASANTON  
P.O. Box 520  
Pleasanton, CA 94566

RE: Draft Pleasanton General Plan 2005-2025 and EIR  
Merritt/DeSilva Property, 4141 Foothill Road

Dear Janice:

Thank you for the opportunity to review and comment on the Draft General Plan ("GP") and EIR. These comments will be specifically addressing references in the GP and EIR regarding the Merritt/DeSilva Properties, located at 4141 Foothill Road, which will be referred to as the "Subject Property".

We notice that the General Plan Figure 7-6, Farmland and Williamson Act Lands, appears to identify the Subject Property as a "Farmland of Statewide Importance". We also notice in the EIR that portions of the Subject Property are identified by the California Department of Conservation Farmland Mapping and Monitoring Program as Farmland of Statewide Importance, Prime Farmland and Unique Farmland. It is our understanding that these statewide maps are a "broad brush" look at land resources and are updated on an infrequent basis. Although we understand that protocol would require the review of this resource as a starting point, we would also suggest that further consideration be given to the actual physical situation of the Subject Property before placing any significance on these designations.

As you are aware, the Subject Property consists of approximately 46 acres, in a rectangular configuration, located between Foothill Road and Interstate 680. The property includes two estate-sized residences, a barn and a commercial building which had once been used for industrial purposes. The balance of the property, approximately 35 acres, consists of an abandoned walnut orchard. The orchard has not been irrigated for many years and many of the trees are in poor shape or dead. The property is bounded on the east by a tall, concrete soundwall. To the north and south, the property is bounded by single family homes.

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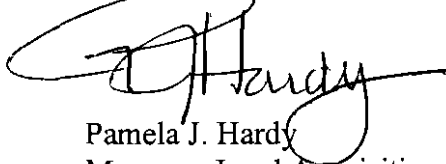
Given the location, size and condition of the Subject Property and the economies of scale required by modern agricultural industry, it is impractical for use as irrigated crop land. Additionally, although there is the potential for commercial animal husbandry, it is likely that such a use would create nuisance concerns incompatible with the abutting residences.

Given the current state of the property, we believe that the EIR should state the constraints, both physical and economic, to use of the property for agricultural purposes. The EIR should also state that it is unlikely that the property would be used for agricultural purposes, and provide analysis of the potential significant impacts, if any, to this conclusion.

Thank you for your consideration.

Respectfully,

PONDEROSA HOMES II, INC.



Pamela J. Hardy  
Manager, Land Acquisition & Planning

**3. Pamela Hardy, Ponderosa Homes (letter dated November 20, 2008)**

- 3.1 The comments regarding the Merritt/DeSilva property at 4141 Foothill Road are noted. The Department of Conservation Farmland Mapping and Monitoring Program has designated soils on that property as Farmland of Statewide Importance, Prime Farmland, and Unique Farmland. There are several reasons why this land may no longer qualify for these designations. As noted in the DEIR, these issues will be resolved in a project specific environmental review once a project is proposed. DEIR text on page 3.1-15 states:

“The 46-acre Merritt property, located on the east side of Foothill Road, south of Foothill High School, is not within of the City limits although it is surrounded by the City on three sides. This property is within the City’s Urban Growth Boundary, and is identified as a potential annexation area under the proposed General Plan, as it was under the 1996 General Plan. The majority of this property is designated as Farmland of Statewide Importance (39 acres), with two acres along the western edge designated Unique Farmland, and five-acres along its eastern edge nearest I-680 designated Prime Farmland. Because this property has not been recently irrigated and a portion has been contaminated by a metal fabrication business, this property may no longer qualify as either Prime Farmland or Farmland of Statewide Importance. Once a project is proposed for the property, these issues would be resolved in a project-specific environmental review. The Merritt property has been designated for low-density residential uses on the proposed General Plan Land Use Map, consistent with its General Plan land use designation since the 1986 General Plan. Any potential loss of Farmland of Statewide Importance and Prime Farmland would thus occur with or without implementation of the proposed General Plan.”

# Citizens for a Caring Community

7703 Highland Oaks Drive, Pleasanton, CA 94588

November 21, 2008

Janice Stern, Principal Planner  
Community Development Department  
City of Pleasanton  
P.O. Box 520  
Pleasanton CA 94566

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NOV 21 2008

**CITY OF PLEASANTON  
PLANNING DIVISION**

Dear Ms. Stern:

Citizens for a Caring Community is an affordable housing advocacy group located in the City of Pleasanton. We thank you for the opportunity to comment on the Draft Environmental Impact Report (DEIR) for the 2005-2025 Pleasanton General Plan.

Our primary concerns focus on the intent of the new General Plan to perpetuate and deepen Pleasanton's current jobs/housing imbalance, and the DEIR's minimization of the environmental, economic, and social impacts on our community, the Tri-Valley, and the surrounding regions.

We note that the DEIR acknowledges that Pleasanton's 2005-2025 General Plan anticipates a commercial build out of approximately 35 million square feet (an increase from 28 million square feet in the 1996 General Plan) with an eventual 109,000 jobs, while residential build out remains restricted to 29,000 dwelling units per the Housing Cap. As a consequence, the DEIR identifies a "significant unavoidable" air quality impact (AQ-1, page 5-16) which results from this intentionally exacerbated (Land Use Element, Policy 15, Program 15.3), extreme jobs/housing balance. The DEIR goes on to identify AQ-6 regarding greenhouse gasses generated by the General Plan build out as "less than significant" impact.

4.1

We believe the more appropriate impact designation in both cases would be "significant". These impacts result primarily from the Pleasanton electorate's rejection (recently affirmed with the passage of Measure PP) of State mandated housing goals. They can therefore be significantly mitigated through compliance with California housing law. These goals require all California cities to take responsibility for housing demands generated by commercial development within their jurisdictions. Lately the focus has been expanded from having every city provide a "fair share" of affordable and other housing, to bringing workforce housing closer to jobs in order to reduce greenhouse gasses and other pollution caused by automobile commute traffic. .

4.2

The DEIR notes many programs within the Air Quality, Land Use, and other General Plan elements designed to reduce negative impacts on air quality by limiting the necessity for vehicular travel. These measures include compact, mixed use development which place neighborhood serving businesses and mass transit within walking distance of residents, creation of more bicycle and pedestrian travel infrastructure. However, the DEIR correctly concludes that they will provide inadequate mitigation because "...cumulative development due to implementation of the proposed General Plan would lead to 5,561,000 vehicle miles traveled, an increase of about 46% over existing conditions...(and) at a greater



rate than the approximately 16% population increase,” (DEIR, page 3.10.08). To put it another way, using the percentages provided in the DEIR on employee residence in 2005 (DEIR, page 3.3.3), and applying it to the 109,000 jobs expected at build-out, over 86,000 workers (79%) will commute into Pleasanton, most alone by car, and over 50% will commute from outside the Tri-Valley. For the 22,890 people (21%) who live and work in Pleasanton, all this additional workforce traffic will make the prospect of a pedestrian or bicycle commute both less attractive and more dangerous.

The General Plan and the DEIR imply that Pleasanton’s jobs/housing imbalance actually results from peoples’ preference for long commutes as a way to reduce their housing costs. “Workers often make a trade between housing cost and length of commute with some choosing to undertake a longer commute for more affordable housing and others paying a higher housing cost for a shorter commute. Therefore, a certain percentage of workers will choose to live and work within the same community” (in Pleasanton’s case 21%), “a certain percentage within the same commute area, such as the Tri-Valley, (29%), “and a certain percentage will choose to live great distances away from their place of employment.” (50%). (page 2-18, *2005-2025 Pleasanton General Plan*, DEIR page 3.3-4).

Policies in the new General Plan ensure that a majority of Pleasanton’s future workers will “choose” not to live in or near Pleasanton. Currently, only about 5% of Pleasanton’s housing stock is affordable to non-resident workers (median income \$89,800). Putting aside the issue of housing affordability, even if all 109,000 future workers were millionaires, most would still be unable to live in Pleasanton. Assuming 1.5 workers per household, housing Pleasanton’s ultimate workforce requires a total of 72,667 dwelling units, or 43,667 units beyond the 29,000 unit Housing Cap.

Although the General Plan suggests that Danville and Alamo, as predominantly residential communities, are more appropriate locations to provide housing for Pleasanton’s workers (General Plan, page 2-18), if one considers their current median income of \$89,800, it becomes clear that most would have to live a considerable distance outside the Tri-Valley. Households with a median income of \$89,800 can afford homes costing between \$250,000 and \$300,000. The median price of a home in Danville is over \$900,000 and, in Alamo, over \$1.3 million. Although apartment rentals are generally more affordable, Pleasanton’s 43,667 unit housing deficit will severely burden surrounding jurisdictions, drive up rents, and diminish their ability to provide affordable housing for their own workers.

Although the new General Plan asserts that the housing needs of Pleasanton’s future workers can only be met with plans that involve the entire commute area and the region “such as the Bay Area” (General Plan, page 2-18), as far as we know, no jurisdiction inside or outside the Tri-Valley has committed to build any of the 43,667 housing units needed for Pleasanton’s workforce. The Subregional Planning Element, Goal 2: “Attain an adequate amount and distribution of affordable and special needs housing throughout the Tri-Valley” (General Plan page 14-11) contains neither related policies nor programs. Goal 3: “Enhance housing choice in the Tri-Valley for Tri-Valley workers” is followed by Policy 3: “On a subregional level, work towards a jobs/housing balance.” However, there are no programs for implementing this policy.

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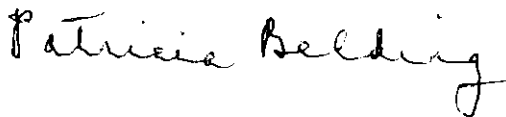
Given the substantial burden that Pleasanton, “the job center”, intends to impose on neighboring and distant communities, the DEIR should certainly include an analysis of the environmental impacts of housing 32,000 Pleasanton employees in other Tri-Valley cities, and 54,500 outside the Tri-Valley, as well as the daily commute to work of these 86,000 people. In addition, a fiscal analysis of the General Plan should calculate the effect of increasingly long inbound commutes on Pleasanton’s economic vitality. The rising cost of fuel will disproportionately impact those lower wage employees who must live farthest from Pleasanton in order to find housing they can afford. This will negatively impact workforce availability. As the price of gasoline continues to rise, the need of employers to compensate future employees for escalating commute costs and long travel times will negatively affect the attractiveness of Pleasanton as a business location.

4.3

Finally, because the courts may invalidate Pleasanton’s Housing Cap, we believe that the DEIR should include at least one alternative that considers a land use plan that brings Pleasanton’s future jobs and housing into a balance that minimizes commuting. We believe that a better jobs/housing balance would also enhance the effectiveness of the other General Plan policies designed to protect the environment. The availability of housing in Pleasanton, affordable to Pleasanton’s workforce, is the best mitigation measure for AQ-1 and AQ-6. Because it may be required, an analysis of this alternative approach is warranted. The location of vacant land in Pleasanton is appropriate for mixed use, high density, transit oriented development. Depending on the desires of the community, residential use could replace none, all, or a portion of the commercial development proposed.

Thank you again for the opportunity to comment.

Sincerely,



Patricia Belding  
Chairperson, for  
Citizens for a Caring Community  
(925) 462-2152

**4. Patricia Belding, Citizens for a Caring Community (letter dated November 21, 2008)**

4.1 The commenter disagrees with the DEIR's characterization that the air quality impact (AQ-1) is "significant unavoidable" and that the greenhouse gas impact is "less than significant". The commenter believes both are "significant" but both could be mitigated if the City were to change its land use policies to provide more housing within the City. For a response, please see responses to comments to Letter 11 from Paul, Hastings, Janofsky & Walker LLP.

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4.2 The commenter interprets the proposed General Plan as saying that an additional 86,000 employees would be working but not living in Pleasanton through the buildout of the General Plan. The commenter requests that the DEIR include an analysis of housing these employees outside of Pleasanton as well as analyzing the impacts (including fiscal impacts) arising from these employees' commute into and out of Pleasanton. For a response to this comment, please see response to comments to Letter 11 from Paul, Hastings, Janofsky & Walker LLP. As to fiscal impacts cited, an EIR does not need to evaluate these, or to identify mitigation measures to reduce a project's economic impacts, even when such impacts are identified or implied in the EIR, as this is beyond the scope of CEQA. Effects to be evaluated under CEQA must specifically be related to a physical, [rather than an economic or social] change in the environment, per CEQA Guidelines Section 15358(c).

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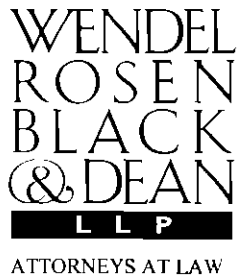
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4.3 CEQA requires that an EIR describe only a reasonable range of alternatives to a given project that would attain most of the basic objectives of the project while reducing its significant effects (Guidelines Section 15126.6(f)). A proposed project may be deemed inappropriate or infeasible if it was inconsistent with existing planning policies. Implicit in the alternative suggested by the commenter is an alternative that assumes the Housing Cap is eliminated. As the Housing Cap embodies planning policies that have been adopted not only by the City Council, but also by the electorate, CEQA does not require an alternative to be studied that assumes the Housing Cap is eliminated.



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November 21, 2008

**VIA EMAIL AND U.S. MAIL**

Janice Stern  
Principal Planner  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94550-4899

**Re: Proposed Pleasanton General Plan 2005-2025 Draft Environmental Impact Report ("Draft EIR"); State Clearinghouse #2005122139**

Dear Ms. Stern:

This office represents Vulcan Materials Company, Western Division, owner and operator of quarry lands and facilities located to the northeast of the City of Pleasanton's Planning Area and Sphere of Influence. The purpose of this letter is to provide Vulcan's comments on the Draft EIR and the proposed Pleasanton General Plan 2005-2005 ("General Plan").

Vulcan and Pleasanton are parties to that certain Pre-Development and Cooperation Agreement, dated September 17, 2007 ("Cooperation Agreement"), along with Livermore, Alameda County and the Surplus Property Authority. A central purpose of the Cooperation Agreement is to assure the construction of specific traffic improvements along El Charro Road in connection with the El Charro Specific Plan and Prime Outlets project in Livermore and the Staples Ranch project in Pleasanton. As discussed below, the proposed General Plan and the Draft EIR each need to be revised to ensure consistency with the Cooperation Agreement.

Pursuant to Sections 3 and 5 of the Cooperation Agreement, the Cities of Pleasanton and Livermore are required to construct certain improvements to the El Charro / Stoneridge / Jack London intersection. Copies of Exhibits K-1, K-2, L and O to the Cooperation Agreement, which depict the required improvements, are included in **Attachment A** to this letter. Figure 3-10 in the General Plan Circulation Element depicts a configuration of this intersection which appears to be consistent with the requirements of the Cooperation Agreement. Among other design elements, this intersection as shown in Figure 3-10 appears to include a free right-turn lane from southbound El Charro Road onto westbound Stoneridge Drive, as required under the Cooperation Agreement. However, the Draft EIR is not consistent with Figure 3-10. Instead, mitigation measure TR-1.3 in the Draft EIR states that the intersection would have to be "redesigned" to include this free or unrestricted right-turn lane.

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CITY OF PLEASANTON  
PLANNING DIVISION

In addition to being inconsistent with the General Plan, the Draft EIR's separation of the required right turn lane from the remainder of the intersection improvements is inconsistent with the Cooperation Agreement, which controls the improvements to be constructed at this intersection, and which mandates the construction of the lane (together with other required intersection improvements) prior to any occupancy of the Staples Ranch project. Note also that pursuant to Sections 5.2 and 2.26 of the Cooperation Agreement, Pleasanton may not unilaterally make any material modification to the intersection layout, such as the addition or deletion of a traffic lane – to the extent this mitigation measure calls for an improvement which differs from those specified by the Cooperation Agreement, that Agreement requires the parties to execute an appropriate amendment.

5.1  
(cont'd)

We raised a similar concern with respect to the Draft Environmental Impact Report for the Staples Ranch project, where the southbound free right turn lane was similarly described as a mitigation measure rather than a portion of the project. In response to this comment, the Staples Ranch project description was revised to include the construction of this lane as a portion of the project, rather than as a mitigation measure. Please refer to the excerpt from the Stoneridge Drive Specific Plan Amendment/ Staples Ranch Responses to Comments document included as **Attachment B** to this letter for further information. A similar change must be made to the Draft EIR in this case to insure consistency between the Cooperation Agreement, the General Plan, and the Draft EIR for the General Plan. **The Draft EIR must be revised to properly describe the free right turn lane from southbound El Charro Road to eastbound Stoneridge Drive as a part of the General Plan, rather than constituting a separate mitigation measure.**

5.2

The General Plan and Draft EIR contain an additional inconsistency with the Cooperation Agreement in relation to the El Charro / Stoneridge / Jack London intersection. Pursuant to Section 11.5(b) of the Cooperation Agreement, Pleasanton has contracted to maintain LOS D at this intersection. Any degradation of levels of service for this intersection below LOS D would contravene the Cooperation Agreement, unless the parties amend the Cooperation Agreement (Section 2.26 defines a change in the level of service as a Material Modification, which would require an amendment pursuant to Section 3.3). Notwithstanding this requirement, Figure 3-6 in the General Plan shows that this intersection would degrade to LOS F at buildout. Table 3.2-9 in the Draft EIR similarly states that the level of service for this intersection in the PM Peak Hour at buildout would degrade to LOS F, although the identified mitigation measures would bring the level of service up to LOS D.

5.3

The only mitigation measure identified in the Draft EIR for the El Charro / Stoneridge / Jack London intersection is the construction of a free right turn lane. As discussed above, this lane should be included within the General Plan rather than being described as a mitigation measure. It appears that this correction to the project description may also permit this intersection to operate at LOS D even without any mitigation measures. However, the General Plan states on page 3-12 that Figure 3-6 depicts intersection levels of service after the construction of "additional mitigations." It is not clear what these "additional mitigations" consist of, and how they relate to the mitigation measures proposed in the Draft EIR. **The General Plan and the Draft EIR must be revised to confirm that this intersection will operate at LOS D at General Plan buildout, and to clarify the extent of improvements**

5.3  
(cont'd)

**which are necessary to maintain this level of service. Additionally, if any improvements other than those required under the Cooperation Agreement are contemplated, the General Plan and/or Draft EIR must acknowledge that an amendment to the Cooperation Agreement will be necessary.**

Thank you in advance for your consideration of these comments. Vulcan reserves the right to submit further comments on the General Plan and EIR during the public review and hearing process.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLP



David L. Preiss

DLP:np  
Attachments

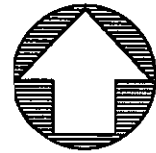
cc: Douglas J. Reynolds

Janice Stern  
City of Pleasanton  
November 21, 2008

**Attachment A**  
**to November 21 Letter from Wendel, Rosen, Black & Dean LLP**

**Excerpts from the Cooperation Agreement Related to Required Improvements at  
El Charro Road / Stoneridge Drive / Jack London Boulevard Intersection**

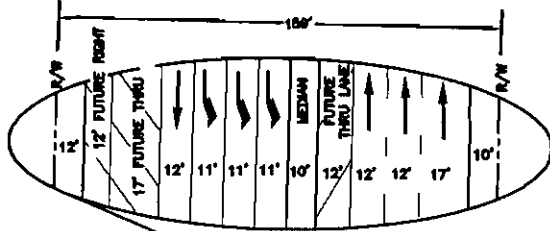
BY OTHERS



0 200 400



Scale 1" = 200 ft

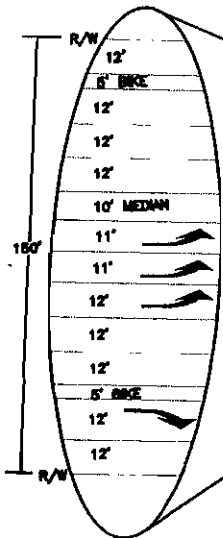


EXISTING FREEMAN ROAD ROW TO BE ABANDONED BY SEPARATE INSTRUMENT 2.55 AC (110,870.97 SQ FT)

EL CHARRO ROAD

EXISTING JACK LONDON ROW TO BE VACATED 0.78 AC (33,785 SQ FT)

JACK LONDON BOULEVARD



BY OTHERS

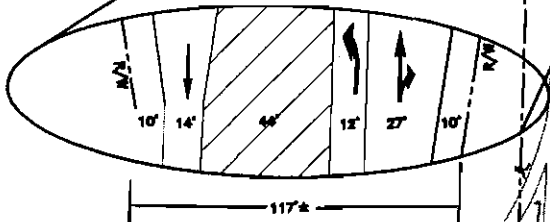
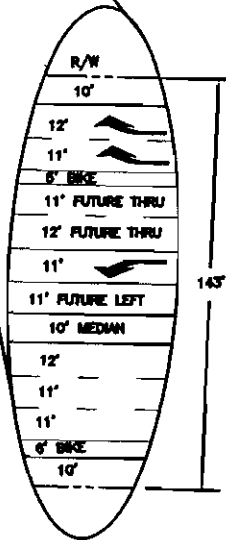


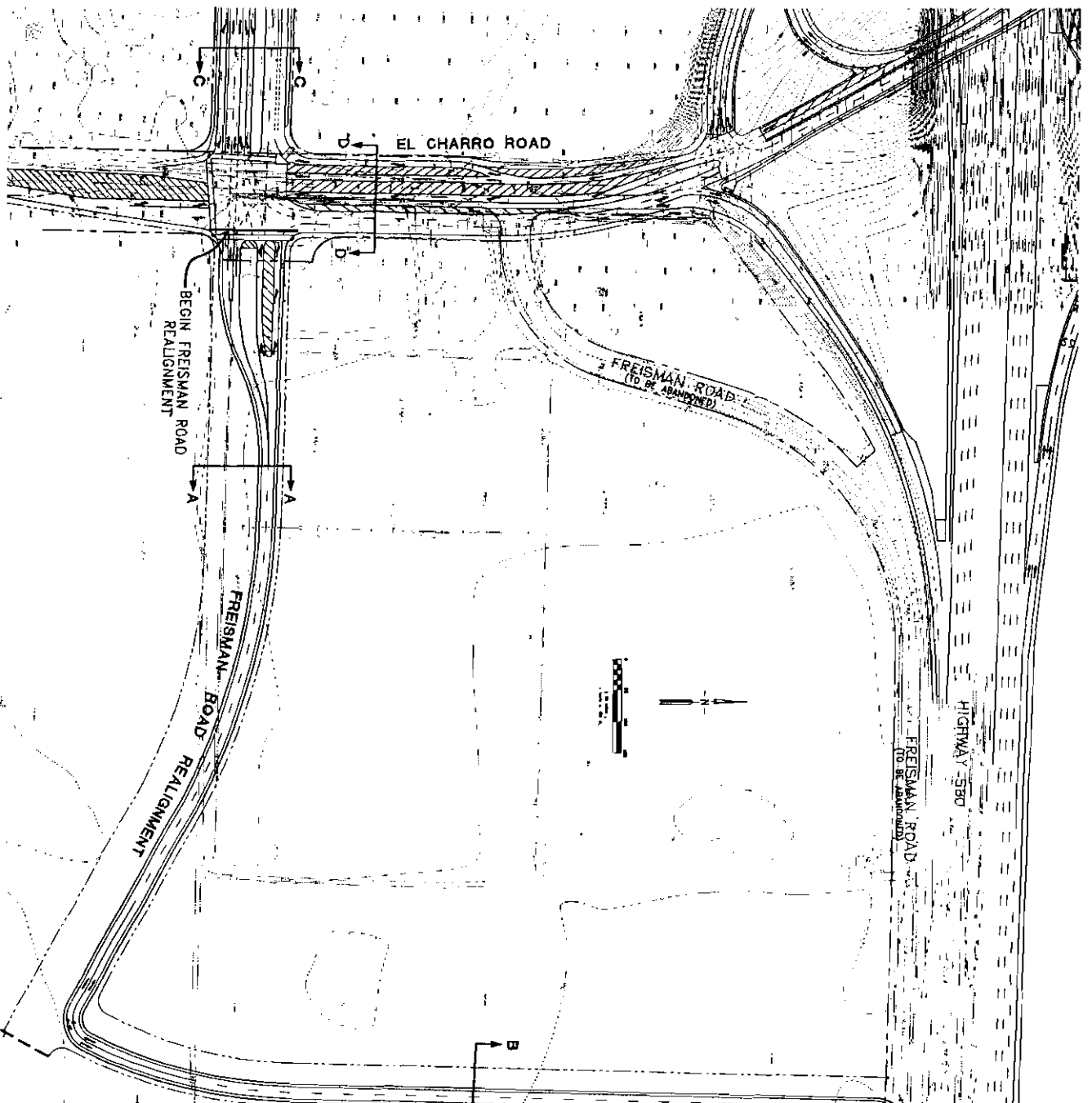
EXHIBIT "K-1"  
DIAGRAM OF  
EL CHARRO INTERSECTION IMP  
LIVERMORE CALIFORNIA

SCALE	1" = 200'
DATE	5-30-07
BY	J.A.M.
JOB NO.	A08717
SHEET	1 OF 1

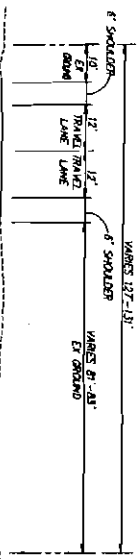


KIER & WRIGHT  
CIVIL ENGINEERS & SURVEYORS, INC.  
1233 Quarry Lane, suite 145 (925) 249-6555  
Pleasanton, California 94566 Fax (925) 249-6563

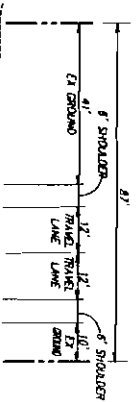




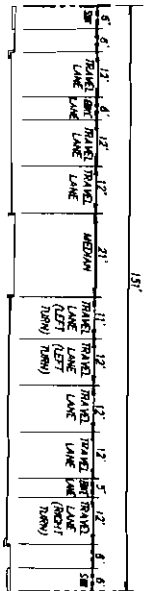
END FREISMAN ROAD  
REALIGNMENT



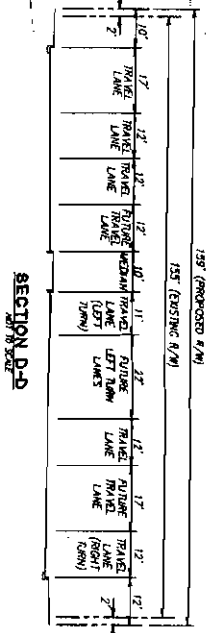
SECTION A-A  
NOT TO SCALE



SECTION B-B  
NOT TO SCALE



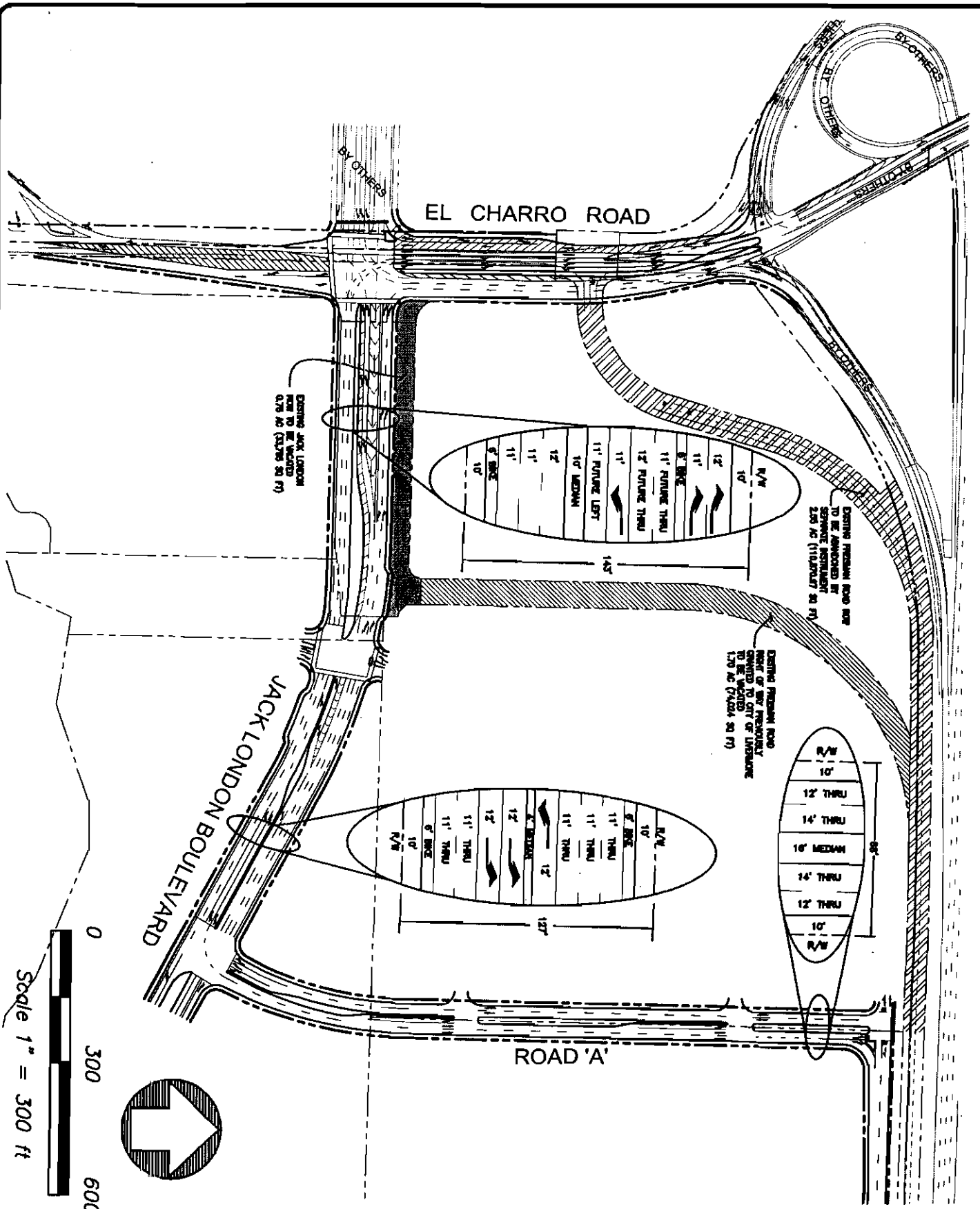
SECTION C-C  
NOT TO SCALE



SECTION D-D  
NOT TO SCALE

**EXHIBIT K-2**  
**EL CHARRO AND INTERSECTION IMPROVEMENT DIAGRAM**  
**(PLEASANTON CONSTRUCTING JURISDICTION)**






**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 1233 Quarry Lane, suite 145 (925) 249-6555  
 Pleasanton, California 94586 Fax (925) 249-6563

**EXHIBIT "L"**  
**DIAGRAM OF**  
**LIVERMORE ADDITIONAL IMP**  
 LIVERMORE CALIFORNIA

SCALE	1" = 300'
DATE	5-30-07
BY	J.A.M.
JOB NO.	A06717
SHEET	1 OF 1



Janice Stern  
City of Pleasanton  
November 21, 2008

**Attachment B**  
**to November 21 Letter from Wendel, Rosen, Black & Dean LLP**

**Excerpt from the Stoneridge Drive Specific Plan Amendment/  
Staples Ranch Responses to Comments**

**15. Vulcan Materials Company (letter dated June 3, 2008)**

15.1 The commenter notes that Section 3.6, Land Use and Agricultural Resources, of the Draft EIR does not identify the quarry in the surrounding uses. As shown in Figure 3.6-2 of the Draft EIR, the area to the south of the Project Area is identified as undeveloped/quarry.

The commenter also suggests that the quarry would be a conflicting use for the residential and recreational uses proposed for the Staples Ranch site. The active quarry areas are not directly adjacent to the Staples Ranch site and, as such, would not present a land use conflict. There may be some indirect impacts to the project from the quarry, such as noise, air quality, or traffic, especially as a result of the quarry truck traffic that would use El Charro Road. Impacts from these uses are addressed in their respective sections, see Sections 3.2, Air Quality; 3.7, Noise; and Section 3.9, Transportation in the Draft EIR for discussions of these impacts.

While the commenter's request for a deed rider would not be required under CEQA as mitigation, because no significant impacts are identified from the quarry, the deed rider would be included for the Staples Ranch site properties, per the 2007 Predevelopment and Cooperation Agreement. For clarification, a new paragraph on page 2-9 is inserted after the second paragraph:

The disclosure statement and the deed riders of sections 10.2 and 10.3 of the Cooperation Agreement shall be required. These relate to active and operating quarries and processing facilities in the vicinity and acknowledge that quarry operations may result in inconvenience or discomfort from airborne particulate matter, bright lights, noise and vibration, unattractive visual appearance, and heavy truck traffic on El Charro Road and adjacent streets and roadways within or outside the quarries.

15.2 The commenter states that Mitigation Measure TR-7C (Improve El Charro at Stoneridge (#53)) is inconsistent with Pre-Development and Cooperation Agreement between the Cities of Pleasanton and Livermore, the Surplus Property Authority of Alameda County, the County of Alameda and Calmat Co. in which construction of the southbound free right turn lane is identified as part of the project, not a mitigation to the project. In recognition of this correction, the project description is revised to include the construction of the southbound free right turn lane as part of the project.

15.3 The commenter states that Mitigation Measure TR-7C (Improve El Charro at Stoneridge (#53)) is inconsistent with Pre-Development and Cooperation Agreement between the Cities of Pleasanton and Livermore, the Surplus Property Authority of Alameda County, the County of Alameda and Calmat Co. in which the construction of the third eastbound left turn lane is identified as part of the project, not a mitigation to the project. In recognition

**5. David Preiss, Wendel, Rosen, Black & Dean (letter dated November 21, 2008)**

- 5.1 The commenter states that the DEIR is not consistent with the pre-development and cooperation agreement signed on September 17, 2007 between Vulcan and Pleasanton. Mitigation measure TR-1.3 in the DEIR states that the intersection of Stoneridge Drive and El Charro would need to be redesigned to include a free southbound right turn lane. In response, the free right turn will be included as part of the intersection design instead of as a mitigation. As a result, TR-1.3 will be eliminated, intersection 15 on Table 3.2-9 will be removed and Figure 3.6 will be revised to show LOS D in the PM, Table 3.2-6 will be changed to show intersection 15 at LOS D in both AM and PM under the Buildout without Mitigation column, Table 3.2-5 will be changed to show intersection 15 operating in the AM at LOS D with 48.4 seconds of delay and in the PM at LOS D with 46.9 seconds of delay. The text starting on page 3.2-13 will be modified to show that Stoneridge at El Charro operates at an acceptable level of service under buildout conditions and does not require mitigation. [PBSJ comment: Does Mike have proposed text to revise the DEIR on page 3.2-13?]
- 5.2 See [Response to Comment 5.1](#).
- 5.3 The intersection of Stoneridge Drive and El Charro Road will be removed from the list of Gateway intersections.

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COXCASTLE NICHOLSON

Cox, Castle & Nicholson LLP  
 555 California Street, 10<sup>th</sup> Floor  
 San Francisco, California 94104-1513  
 P 415.392.4200 F 415.392.4250

Margo N. Bradish  
 415.262.5100  
 mbradish@coxcastle.com

November 24, 2008

File No. 51864

Ms. Janice Stern  
 Principal Planner  
 Community Development Department  
 City of Pleasanton  
 P.O. Box 520  
 Pleasanton, CA 94566

Mr. Brian Dolan  
 Director of Community Development  
 Community Development Department  
 City of Pleasanton  
 P.O. Box 520  
 Pleasanton, CA 94566

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NOV 26 2008

CITY OF PLEASANTON  
PLANNING DIVISION

Re: City of Pleasanton General Plan Update and Draft Environmental Impact Report

Dear Ms. Stern and Mr. Dolan:

We write on behalf of our client, Legacy Partners Commercial, LLC ("Legacy"), regarding the City's Draft General Plan ("Draft General Plan") and related Draft Environmental Impact Report ("DEIR"). Legacy owns a substantial portion of the property located within the area designated as the future East Pleasanton Specific Plan area.

1. Land Use Designation Pending Approval of Specific Plan

We understand that the City intends to defer the planning for the East Pleasanton Specific Plan area until more detailed plans are developed. It is unclear, however, what land use designation will apply to this area between the adoption of the Draft General Plan and the adoption of the future specific plan. In order to eliminate this ambiguity, we request that the City include a statement in the General Plan that the existing land use designations continue to apply until the future specific plan is adopted. This approach will preserve the status quo and ensure that there is no question that currently permitted uses continue to be allowed.

2. General Plan Average Densities Used for Holding Capacity

The Draft General Plan, in Table 2-3, provides allowable density ranges and includes assumed average densities for holding capacity for commercial/office of 35% FAR, general & limited industrial of 31% FAR, and business park of 32% FAR. While the allowable density ranges appear

6.1

reasonable, the assumed average densities for holding capacity are too low to reflect current economics of land development. Given the environment expected for the next 20 years, average FAR levels should be at least 40% for industrial and commercial uses and 35% for business park uses. We suggest that the Draft General Plan be revised to acknowledge these higher rates and also provide that the subsequent East Pleasanton Specific Plan and environmental impact report for the East Pleasanton Specific Plan should address the possibility of these higher FAR levels.

3. Parcel Specific Planning Should be Deferred to Specific Plan

Although the Draft General Plan does not analyze or designate land uses for the future specific plan area, the Draft General Plan includes some assumptions regarding the location of certain uses within the future specific plan area. First, on Figure 7-2, the Draft General Plan makes certain assumptions regarding where “Potentially Developable Land” may exist in the vicinity of the Chain of Lakes, but does not include the parcel of land to the northwest of Cope Lake and south of Lake H as Potentially Developable Land. This area, which includes approximately 5.5 acres of land, includes potentially developable land. Given that the City does not appear to have conducted any project-level review of this area, we believe that it is premature to determine whether this area contains any potentially developable land and that such analysis should be deferred until the City undertakes preparation of the future specific plan, which would be the appropriate forum in which to make detailed policy and use determinations for specific parcels within the specific plan area.

Second, the Draft General Plan, on Table 6-1 and Figure 7-4 and, appears to show the approximate size, location, and configuration of the contemplated community park in the specific plan area and contains language regarding potential open space uses in these areas. Again, resolution of these issues should be deferred to the specific plan, when proposed development can be reviewed on a project level basis. We recommend that Figure 7-4 be modified to reflect the notation shown on Figure 6-2 of the Draft General Plan, which shows the general vicinity of the future park without committing to any particular size, location, or configuration.

4. Circulation Issues

The Draft General Plan notes, at 3-30, that the completion of El Charro Road is a significant and necessary part of the City’s local circulation system and, once constructed, “will also provide relief to the Pleasanton network by providing a new roadway with direct freeway access along the eastern edge of Pleasanton.” El Charro Road will also include two “Gateway Intersections” – at Stoneridge and Stanley. Given the Citywide and regional significance of El Charro Road, we suggest that the City prioritize the construction of El Charro Road in the General Plan as a regional improvement to be constructed as soon as possible rather than the 2011-2015 horizon currently noted on Table 3-8.

The Draft General Plan and the DEIR both appear to assume that the Stoneridge Drive Extension will be constructed. In light of the uncertainty regarding the Stoneridge Drive Extension, we suggest that the EIR analyze traffic assuming both that the Stoneridge Drive

6.1  
(cont'd)

6.2



6.2  
(cont'd)

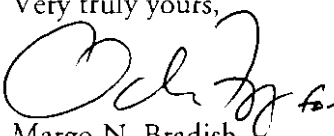
Extension will be constructed and that it will not be constructed, with separate sets of mitigation measures for each scenario.

6.3

Also, there appears to be an error on Figure 3-6 (Buildout Level of Service (LOS D and below)) of the Draft General Plan. This Figure shows that the Stoneridge Drive/El Charro Road intersection will operate at an LOS D in the AM peak hour and an LOS F in the PM peak hour and that the Stanley Boulevard/El Charro Road intersection will operate at an LOS F in both the AM and PM peak hours. The Draft General Plan states, at 3-12, that "Figure 3-6 shows buildout levels of service with additional mitigations." This statement, however, is inconsistent with Table 3-7 in the Draft General Plan and Table 3.2-6 in the DEIR, both of which show that the Stoneridge Drive/El Charro Road intersection will operate at an LOS D in both the AM and PM peak hours and that the Stanley Boulevard/El Charro Road intersection will operate at an LOS D in the AM peak hour and LOS C in the PM peak hour. Figure 3-6 in the Draft General Plan should be updated to reflect the correct intersection buildout levels of service with additional mitigations as detailed in Table 3-7 of the Draft General Plan and Table 3.2-6 of the DEIR.

We appreciate your consideration of these issues, and we are available to respond to any questions that you may have.

Very truly yours,



Margo N. Bradish

MNB/AKF

6. Margo Bradish, Cox, Castel & Nicholson (letter dated November 24, 2008)

6.1 This comment relates to the proposed General Plan and a response shall be provided in a separate document.

6.2 The Stoneridge Drive Extension is part of the proposed General Plan and is specifically a part of Policy 1, Program 1.6 in the Circulation Element, which is intended among other improvements to complete the City's street and highway system. The City has thus analyzed the extension as part of the DEIR. The DEIR also analyzed the No Project Alternative which does not include the Stoneridge Drive extension. Thus the DEIR has already analyzed and disclosed the potential impacts of not including the Stoneridge Drive extension. Note that construction of the extension is consistent with the objective of the project to expand and improve the overall roadway/transit/trail network to provide more travel options. Eliminating the Stoneridge Drive extension would result in a General Plan that would not achieve this objective.

Since the extension is considered a planned improvement among others to be completed by General Plan buildout or by 2025, uncertainty is inevitably associated with it. As a recommendation contained in the General Plan's Circulation Element, this improvement is proposed, not a project with immediate capital funding. In addition, if the Stoneridge Drive Extension does not occur, this represents a "No Project" outcome. Hence, there is no need for defining mitigation measures for it at the programmatic level. See also Response to Comment 9.2, 10.1, and 10.4.

6.3 The comment is noted and the error has been corrected. Also, please note that as a result of comments received from other agencies and staff reconsideration, staff is proposing not to identify the Stoneridge Drive/El Charro Road intersection as a gateway intersection. Therefore this intersection would be subject to the level of service D standard.

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- Deleted: proposed General Plan
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**Janice Stern**

**From:** tabelcher@aol.com  
**Sent:** 2008-12-03 17:37  
**To:** Brian Dolan  
**Cc:** Janice Stern  
**Subject:** Feedback on General Plan DEIR

Hello Brian,

I've reviewed the 450 page DEIR and have some comments and questions.

<http://www.ci.pleasanton.ca.us/pdf/genplan-DEIR-2005-2025.pdf>

Question 1:

I didn't see any comments regarding the impact of Measures QQ & PP to this plan, when will that be incorporated?

Comment 1:

Guiding objectives for the plan  
 [Pages S-2 & S-3 (PDF page #8) & again in section 2.2 (page 2-5, #43 on PDF)]  
 Please consider including an additional objective of teaching the students of Pleasanton the importance of Pleasanton's history and our surrounding environment.

Question 2:

For Table S-4 (residential buildout analysis, page S-20, PDF page #24):

What is "Other"?

Would these include units that would be impacted by Measures QQ & PP?

The remaining comments are for Section 3.8:

Comment 2:

The Callippe Butterfly mentioned in Table 3.8.1 (bottom of page 3.8-3, PDF page #225) in Federally ENDANGERED (not Federally *Threatened*). It's correctly referenced in Appendix C, some proof is here:  
<http://essig.berkeley.edu/endins/callippe.htm> (same site referenced in Appendix C)  
<http://ecos.fws.gov/speciesProfile/SpeciesReport.do?spcode=I019> (U.S. Fish and Wildlife site)  
 Further: The statement "No Known Occurrences" is not accurate. They were documented by Dr. Arnold at both the proposed Oak Grove site and what is now Callippe Preserve.  
 For what it's worth, I also have pictures from spring of 2008 of the Callippe Butterfly at the Preserve.  
 I will be working with Janice Stern to have further verification the spring of 2009.

Comment 3:

Figure 3.8.1 should also have a reference to the Callippe or an additional figure should be added.

Comment 4:

On page 3.8-12, the DEIR references California Native Plant Society (CNPS) as the authority

2008-12-04

7.4  
(cont'd) on protected native plants, have they been asked to review this new General Plan?

7.5  
Comment 5:  
On page 3.8-23, BIO-3 should be labelled "Potentially Significant" (NOT "LTS")  
During review of Oak Grove's EIR both Dr. Arnold and Lech Namovich (of CNPS) highlighted significant issues with that development and should be considered during future development, especially in the SouthEast hills.

7.6  
Comment 6:  
On page 3.8-24, the DEIR refers to the Viola Pedunculata as a "Johnny Jump-up".  
Please remove this misleading statement. Neither of the 2 websites above make this comparison, while visually similar, the abundance of the Johnny Jump-up should not be compared to the Viola Pendunculata.  
The Viola Pedunculata has no known instances of transplanting/replanting for purposes of mitigation (source: Dr. Arnold).

regards  
Tim Belcher  
1326 Benedict Court  
Pleasanton, CA 94566  
tabelcher@aol.com  
cell (925) 876-2003

---

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Start Listening Now!

7. **Tim Belcher (letter dated December 3, 2008)**

7.1 These comments are on the proposed General Plan, and responses are included in a separate document.

7.2 On Table S-4, page S-20 of the DEIR, “other” refers to other development in the Planning Area that is not specified on the table, i.e., not at the West Pleasanton BART Station, Hacienda, Staples Ranch, East Side Properties Specific Plan, Kottinger Place / Pleasanton Gardens, or Downtown. Neither *Measure PP* nor *Measure QQ* would change the total number of housing units allowed under the City’s housing cap; thus the total number of other units would not change under either Measure.

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7.3 The commenter is correct to point out that the Callippe Silverspot Butterfly is present in the Planning Area as is partially acknowledged in the DEIR. Incomplete references have thus been modified: Table 3.8-1 is revised to change the “Status” rating to “FE,” (or Federally Endangered) from “FT,” or Federally Threatened, and to change the “Habitat Suitability” rating to “Moderate” from “No Known Occurrences;” finally “the Oak Grove Site” is added to Callippe Preserve as potential locations, since the butterflies have been observed in both areas. These changes are shown in a revised Table in Chapter 5 “Revisions to DEIR Text.”

Figure 3.8-1 “CNDDDB Special Status Species” cannot be modified to include the Callippe Butterfly’s potential range since this has not been yet been entered into the CA Natural Diversity Database (CNDDDB). Recent communications with Dr. Richard Arnold, who performed field surveys of the butterfly in 2005 and 2006 at the Oak Grove site, reveal that its range likely extends around the Callippe Preserve Golf Course to the west as far as Pleasanton Ridge and south toward State Route 84 and east to the Oak Grove site;<sup>2</sup> its presence has been verified at both the Callippe Preserve Golf Course and the Oak Grove site.

7.4 The California Native Plant Society East Bay Chapter was sent a copy of the DEIR with a link to the proposed General Plan online.

Deleted: Callippe – PBS&J¶

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7.5 The EIR authors disagree with the commenter’s contention that the level of significance of BIO-3 (Special Status Vertebrate Impact) should be changed from “Less than Significant” to “Potentially Significant.” There are two reasons for this: a) the Southeast Hills (inclusive of the Oak Grove site) are not considered one of the growth areas, or areas identified for changes in land use designation in the proposed General Plan (see pages 2-11 to 2-12 in the DEIR); and b) the General Plan includes policies which will provide “built-in” mitigations to prevent this from being a potentially significant impact including Conservation and Open Space Policy 1 (Programs 1.2 to 1.6). See also Response to Comment 7.3, regarding the Callippe Silverspot butterfly.

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7.6 The DEIR refers to the *Viola Pedunculata* plant with its scientific name so as to alleviate any confusion that could be caused by the plant’s common names – Johnny Jump Up and California Golden Violet. On occasion, more than one species may be called by the same common name. The DEIR also refers to the common names in order to provide information to people who may

<sup>2</sup> Dr. Richard Arnold, Entomologist, Personal Communication with John Steere, PBS&J, December 23, 2008

only know a plant's common name. The proposed General Plan also includes a photograph of the *Viola Pedunculata* on page 7-4 so that people who do not know any of the names may identify the plant in question.

Note that the first four websites searched to respond to this comment (i.e., Calflora website, the California Native Plant Live Exchange website, the ITIS [Integrated Taxonomic Information System] agency website, and the California Academy of Sciences website) all call the *Viola Pedunculata* by the common name Johnny Jump Up. Some of these sites also refer to it as California Golden Violet, both names referred to in this EIR. It is possible that other websites such as Wikipedia do not use these common names; [this](#) does not negate their usage by many residents and visitors to Pleasanton.

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**Paul White**  
 Director of Real Estate  
 (402) 271-2886 (402) 271-2830 fax  
 Paul.white@kiewit.com

December 3, 2008

**FEDERAL EXPRESS**

Janice E. Stern, AICP  
 Principal Planner  
 Community Development Department  
 200 Old Bernal Ave  
 Pleasanton, CA 94566  
 (925) 931-5606

**RECEIVED**

DEC 4 - 2008

CITY OF PLEASANTON  
 PLANNING DIVISION

RE: Comments on the Draft Pleasanton General Plan 2005-2025 and the Proposed Pleasanton General Plan 2005-2025 Draft Environmental Impact Report.

Dear Janice:

We appreciate the time that you spent with us last month, updating us on the progress of the City's General Plan. As you know, Kiewit's operations in Pleasanton have been ongoing for over 40 years with various construction related activities conducted at our fifty-acre property in the eastern part of town.

The General Plan is an important document that will provide direction for the City for many years to come. With this letter, we would like to provide comment on the Draft Pleasanton General Plan 2005-2025 and the Proposed Pleasanton General Plan 2005-2025 Draft Environmental Impact Report.

**Draft Pleasanton General Plan 2005-2025.**

- Table 2-2, p. 2-5: Possible uses for the East Side Properties (item 17) should include, industrial and residential.
- Pleasanton General Plan Draft Land Use Map: In addition to future potential uses, the map should reference the current planning and zoning designations of the East Side property. We do not think it is appropriate to strip the East side properties, specifically the Kiewit parcel, of its current industrial designation of IG40 prior to the completion of the specific plan.
- Pleasanton General Plan Draft Land Use Map: In addition to our current planning and zoning industrial designation of IG40 we also request designation of "residential" with unspecified density, prior to completion of the related specific plan on the Kiewit parcel.
- Section 3, p. 3-36 and 3-38: As a general comment, we understand that a permanent station for the Altamont Commuter Express Train is under consideration. The Train

8.1

travels on rail that is on the south boundary of the East Pleasanton Specific Plan Area. We believe that there are good merits to consider the station at this location. A station at this location would provide for the best ultimate connection with the BART system.

- Section 3, Goals, Policies, and Programs, Program 19.2, p. 3-53: It is suggested that the City support a study of a high-speed rail spur from the Central Valley into the East Pleasanton area, where East Bay travelers can connect with the existing Altamont Commuter Express (ACE) train and an extension of BART from Pleasanton/Dublin.

### **Proposed Pleasanton General Plan 2005-2025 Draft Environmental Impact Report**

- Section S.2, p. S-5: Add Medium Density Residential to the potential uses under the Proposed Land Use Map Changes
- Table S-4, p. S-20: We would like to see a greater allocation of residential units to the East Side. Change the Proposed General Plan, Residential units for the East Side properties, to include 500 units. A less desirable alternative, but one that we would still consider an improvement, is to make the Residential units for the East Side properties consistent with the Dispersed Growth Alternative in order to provide for at least 376 units or to allow for an age-restricted project of equivalent impact.
- Figure 2-3: We understand that the East Side is to be further reviewed under a proposed Specific Plan. It is not appropriate to strip the East side properties, specifically the Kiewit parcel of its current industrial designation of IG40 prior to completion of the related specific plan.
- Figure 2-3: In addition to our current industrial designation of IG40 we also request designation of "residential" with unspecified density, prior to completion of the related specific plan on the Kiewit parcel.
- Section 2.4, p. 2-12: Add Medium Density Residential to the proposed change in use under the East Pleasanton Specific Plan Area
- Section 3.1, Environmental Analysis, p. 3.1-7: Add Medium Density Residential to the proposed change in use under the East Pleasanton Specific Plan Area
- Section 3.2, Rail Service, p. 3.2-7: As a general comment, we understand that a permanent station for the Altamont Commuter Express Train is under consideration. The Train travels on rail that is on the south boundary of the East Pleasanton Specific Plan Area. We believe that there are good merits to consider a station here as it offers the best ultimate connection with the BART system.
- Section 3.11, Environmental Analysis, point 6., p. 3.11-5: Add Medium Density Residential to the proposed change in use under the East Pleasanton Specific Plan Area

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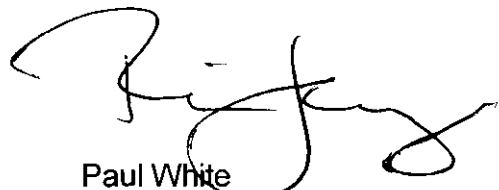
8.3

- Table 5-2, p. 5-3: We would like to see a greater allocation of residential units to the East Side. Change the Proposed General Plan, Residential units for the East Side properties, to include 500 units. A less desirable alternative, but one that we would still consider an improvement, is to make the Residential units for the East Side properties consistent with the Dispersed Growth Alternative in order to provide for at least 376 units or to allow for an age-restricted project of equivalent impact.
- Section 5-4, Utilities, p. 5-17: There is the following sentence. "However, because infrastructure is already in place around the Planning Area, except in the East Pleasanton area". This is not true of the entire East Pleasanton area. There are utilities and services to the Kiewit owned parcel.
- A general comment to note is that not all residential would require the same level of service for traffic, therefore we ask that all details be considered. Senior living for example may have a much less level of service.

Janice, we ask that you consider our comments and thank you for the opportunity to provide our feedback. Call if you have questions.

Sincerely,

KIEWIT CONSTRUCTION COMPANY

 for Paul White  
Paul White  
Director of Real Estate

c: Brian Dolan – Director of Community Development/Pleasanton

**8. Paul White, Kiewit (letter dated December 4, 2008)**

8.1 These comments concern the proposed General Plan and will be addressed in a separate document.

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8.2 The comment is noted. The text on page 5-17 of the DEIR under the Utilities paragraph is modified as follows: “However, because infrastructure is already in place around the Planning Area, except in some parts of the East Pleasanton area, and since most development would be infill, no major expansion of infrastructure would be anticipated compared to that of the proposed General Plan or the No Project Alternative.”

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8.3 The comment is noted. The following statement is added to the DEIR, page S-5, seventh paragraph, after the second sentence:

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“The impacts analysis assumes most new development is non-age-restricted. Impacts associated with senior housing, for example, may be less than those assumed in this analysis.”

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Janice Stern

From: Brian Dolan
Sent: 2008-12-05 16:08
To: Janice Stern
Subject: FW: General Plan EIR: circulation

Please respond

-----Original Message-----

From: John Carroll [mailto:johnnyc123@comcast.net]
Sent: Friday, December 05, 2008 3:26 PM
To: Brian Dolan
Cc: cindycar101@comcast.net
Subject: General Plan EIR: circulation

Hi Brian,

I have some additional questions about the General Plan draft EIR, but these relate to traffic circulation.

The current General Plan calls for only an EVA between the new terminus of Stoneridge Drive and what I believe is to be called the Auto Mall Parkway which connects directly to El Charro.

So I would like to know what traffic studies have been done with regards to several scenarios.

9.1 What happens to traffic circulation in the Staples Ranch area if the EVA were to be used by AC Transit buses and/or Wheels buses? This would be in addition to the Police, Fire & ambulance service vehicles.

What happens to traffic circulation around Staples Ranch area and all of Pleasanton if the EVA is eliminated and traffic is permitted to flow between Stoneridge Drive and El Charro? (an extended Stoneridge Drive scenario)

I believe the Triangle Traffic Study already addresses the scenario above. However, what additional traffic studies have been done with regards to the potential addition of a regional attraction sports facility on Staples Ranch?

9.2 Specifically, how does having the San Jose Arena Management Ice Facility on Staples affect the traffic in the area? What about days when regional tournaments or other large events are held at the ice facility? Have these conditions been taken into account with existing traffic studies or will additional studies be required?

If additional traffic studies have not been completed to account for the regional-draw ice facility; at what point would the studies need to be completed?

9.3 I am very concerned about the enormous increase in traffic along Stoneridge Drive as predicted by the Triangle Traffic Study if Stoneridge is extended through to El Charro. The connection described in the General Plan seems to indicate just the EVA. I am concerned that proper environmental studies have been, or will be, performed prior to any extension of Stoneridge Drive to El Charro.

Is there a city policy in place that would allow for a one year "cooling off", or time out, period where citizens would be allowed to conduct a referendum if the city council were to extend Stoneridge?

If the policy described above is not in place, can you tell me if there are any other policy protections in place with regards to the extension of Stoneridge Drive?

9.4 If the City Council should ever decide to complete the extension of Stoneridge Drive to El Charro, would citizens in Pleasanton have the right to put forth a referendum on said decision?

I believe there was a policy considered by, or at least mentioned by, members of the City Council that would require a vote of the people of Pleasanton to validate any decision by the council to extend Stoneridge Drive. Is there a policy in place that would require a vote of the people to extend Stoneridge Drive?

- 9.5 On a more city-wide issue of traffic circulation, I understand that an expanded 4 lane Highway 84 was not modeled in the traffic study prepared for the General Plan EIR. Even if the widening project has not been funded I think it is critical that traffic circulation is examined with a widened Highway 84. I believe much of the modeling of an expanded Highway 84 has already been done with the Triangle Traffic Study.
- 9.6 Does the draft EIR for the General Plan include a traffic model which accounts for Highway 84 expanded to four lanes ?
- 9.7 If a traffic model has not been run with an expanded Highway 84, could this modeling be completed prior to the ratification of the General Plan ?
- 9.8 I am also interested in seeing how timing traffic signals would improve traffic circulation throughout the city. Have any studies been done with regards to improved signal timing ? What were the results ?

I hope I have asked questions which pertain to the draft EIR! Thank you for your response to my earlier message and thanks for considering these additional questions & comments!

John Carroll

2981 Moreno Ave  
Pleasanton, CA 94588

Home (925) 484-2488

**9. John Carroll – 1 (letter dated December 5, 2008)**

9.1 The City of Pleasanton is currently reviewing a proposal for the development of Staples Ranch. The Staples Ranch project area includes the Arroyo Mocho, which in approximately 1994 was realigned and revegetated with several hundred native trees and shrubs. This area is over 300 feet wide and 2,100 feet long and is designated as a Wildlands Overlay Area in the 1996 Pleasanton General Plan. Areas with a Wildlands Overlay designation are lands identified as wildlife corridors and valuable plant and wildlife habitats. The Staples Ranch project proposes to retain this land use designation over the Arroyo Mocho. If the Staples project is approved as proposed, migratory terrestrial wildlife could continue to use this corridor and the riparian vegetation would be retained.

City of Pleasanton staff has prepared a Draft and Draft Final Environmental Impact Report (DEIR) for the Stoneridge Drive Specific Plan Amendment / Staples Ranch project. Page 3.3-11 of the Staples Ranch DEIR describes wildlife movement on the site. That DEIR also identifies two mitigation measures that would reduce potential impacts to the movement of native or migratory terrestrial wildlife in the vicinity of Arroyo Mocho to a less-than-significant level. The first measure, BIO-8.1 (on page 3.3-25) would minimize light spillover in the Arroyo Mocho. The second measure, BIO-8.2 (on page 3.3-26) would require the landscaping plans for the proposed community and neighborhood parks to consider wildlife by providing cover, food, and water for wildlife, where appropriate.

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The DEIR for the proposed General Plan discusses wildlife corridors on pages 3.8-7 and 3.8-8. A Wildlands Overlay Area exists in the Chain of Lakes vicinity as shown on Figure 2-3, on page 2-9 of the DEIR. This area is currently designated Wildlands Overlay by the existing General Plan; the proposed General Plan does not include any changes to this designation in the Chain of Lakes and Staples Ranch areas. Note however, the draft General Plan Land Use Map shows that all of the land uses in the proposed East Pleasanton Specific Plan area will be under future review by the City, including portions of the existing designated wildlife corridor.

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Per the City Council's direction, staff will prepare an East Pleasanton Specific Plan which includes a portion of the Chain of Lakes area. Wildlife corridors will be discussed as part of the public review process.

Several jurisdictions (including Alameda County, Zone 7, and the Cities of Pleasanton, Dublin, and Livermore) have recently begun working together to map regional biological resources including wildlife corridors. This effort is called the East Alameda County Conservation Strategy. The purpose of the mapping is to provide a blueprint for conservation in east Alameda County and to facilitate ongoing conservation programs including the acquisition of conservation easements to protect existing habitats and migratory corridors.

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**Janice Stern**

**From:** Brian Dolan  
**Sent:** 2008-12-05 13:08  
**To:** Robin Giffin  
**Cc:** Janice Stern  
**Subject:** FW: Questions & Comments about the Draft EIR

Please draft response. Consult with Janice as you need to regarding general plan issues. I want to get back to him by end of next week. It doesn't have to be a masters thesis. thanks

-----Original Message-----

From: John Carroll [mailto:johnnyc123@comcast.net]  
 Sent: Friday, December 05, 2008 11:23 AM  
 To: Brian Dolan  
 Cc: cindycar101@comcast.net  
 Subject: Questions & Comments about the Draft EIR

Hi Brian,

I am interested in understanding the land use portion of the General Plan EIR. Specifically the Staples Ranch and Chain of Lakes area!

Have the Staples Ranch and Chain of Lakes areas been considered as areas suitable for a potential wildlife corridor ?

It would seem a logical choice as much of the chain of lakes area is mostly a fully utilized industrial use area which has played out its commercial purpose. Alameda County owns Staples Ranch which is located just across the freeway from Dublin's massive Fallon Park. I would think since Fallon Park extends north away from the freeway there may be a wildlife corridor considered from there into the Dublin Hills and beyond to Mount Diablo.

To the south of the chain of lakes area we have the East Bay Municipal Utility District's Shadow Cliffs area which might be easily connected to the undeveloped southern hills in Pleasanton which could potentially connect to the Sunol Wilderness area.

Since Livermore is about to develop the area east of El Charro, where will all the wildlife go ? Is there a migration path where the animals can access other undeveloped land suitable as their habitat ?

10.1 If Staples Ranch & Chain of Lakes has been considered as a potential wildlife corridor what studies were done and what conclusions were made ?

If the Staples Ranch & Chain of Lakes was not considered an adequate candidate for a wildlife corridor, I would like to know what other nearby areas have been considered for use as a wildlife corridor ?

If ever considered, why was the Staples Ranch & Chain of Lakes area not considered a suitable site ? What factors made the site less desirable than the nearby sites which have been selected or are being considered for such use ?

How close are the nearest designated wildlife corridors and are there additional sites that have been selected as candidates for future wildlife corridors ? Are the existing wildlife corridors considered adequate to support the wildlife and their movement in the region ?

Once development has taken place its kind of hard to go back and replace nature. Preventing the destruction of a natural habitat is far less costly than trying to restore habitat once it has been destroyed.

Thanks for considering my questions and comments!

John Carroll  
 2981 Moreno Ave  
 Pleasanton, CA 94588

Home (925) 484-2488

10. John Carroll – 2 (letter dated December 5, 2008)

10.1 The proposed General Plan includes the extension of Stoneridge Drive to El Charro Road. Traffic analyses conducted for the proposed General Plan only considers full buildout and not interim uses or phases associated with individual projects. The Stoneridge Drive Specific Plan Amendment / Staples Ranch EIR analyzed the inclusion of an emergency vehicle access (EVA) extension to Staples Ranch. See that EIR for specific impacts related to the Staples Ranch site. The elimination of the EVA with traffic allowed to flow between Stoneridge Drive and El Charro Road is analyzed as the preferred project in the proposed General Plan. See also Response to 9.2.

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10.2 The Staples Ranch Specific Plan Amendment EIR looks at development of Staples Ranch including an Ice Center Alternative. The impacts and mitigations are included in the EIR.

10.3 Figure 3-7 on page 3-23 of the proposed General Plan shows Future Roadway modifications and which includes the Stoneridge Drive extension. Program 1.6 on page 3-45 of the General Plan identifies the EVA until such time that the full four-lane roadway is constructed and goes on to detail the elements needed before a definitive timetable for construction is established.

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10.4 There is currently no such City policy as a one year “cooling off” period where citizens could conduct a referendum. As drafted, the proposed General Plan creates certain policies relative to the Stoneridge Drive extension, although not exactly as the commenter would describe them. The proposed General Plan keeps the full (i.e., four lane) Stoneridge Drive extension in the Circulation Element and on the General Plan Map. But the construction of the full extension is tied to Pleasanton’s reaching an agreement with the Cities of Dublin and Livermore and with the County of Alameda regarding “a strategic approach and funding plan for relieving traffic in the Tri-Valley.” The proposed General Plan also provides that this regional agreement will be embodied in a policy/plan that the Council approves that includes a plan that prioritizes funding for regional improvements, including regional arterials such as Dublin Boulevard, Jack London Boulevard, North Canyons Parkway and Stoneridge Drive. See also Response 10.1.

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If the City Council adopts this “policy/plan” and it authorizes the construction of the Stoneridge Drive extension, the proposed General Plan provides that such policy/plan shall be subject to referendum, meaning that residents would have 30 days from the adoption of the policy/plan to circulate referendum petitions that would seek to overturn the City Council’s decision (presumably as to the policy/plan as well as the construction of the extension).

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If the City Council adopts this policy/plan and it does not authorize the immediate construction of the Stoneridge Drive extension and thereafter it votes to construct the extension, it shall do so conditionally in order to provide time for citizens to circulate an initiative measure to delete the Stoneridge Drive extension from the General Plan Map. Depending on the circumstances, construction could be delayed until after a City-wide election were held, assuming citizens were able to qualify an initiative measure for the ballot. On the other hand, if citizens do not file a Notice of Intent to circulate an initiative measure within 30 days of the City Council’s decision to construct the extension, construction could proceed immediately.

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This process is set forth in greater detail in Program 1.6 of the proposed Circulation Element. Of course, this process is in draft form. [The City](#) Council could modify the process or delete it in its entirety.

There are no other policies in place that address the extension of Stoneridge Drive.

Even without the process described above, it is likely that Pleasanton residents would have the opportunity to subject a [City](#) Council decision concerning the Stoneridge Drive extension to the referendum process. That is, the full extension of Stoneridge Drive is likely to be embodied in a Specific Plan or Planned Unit Development plan. Either of these is considered a legislative act subject to referendum. Once the extension is in a Specific Plan or PUD plan, the timing of its construction, however, is administrative in nature and not subject to referendum.

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There is no such policy in place that would require a vote of the residents in order to extend Stoneridge Drive and Program 1.6, as currently written, does not require the extension of Stoneridge Drive to be approved by the voters before it is constructed. Of course, the language in Program 1.6 could be redrafted to require voter approval of the extension before it is constructed.

10.5 Traffic circulation in Pleasanton has been investigated with a widened SR 84 through the Triangle Study. The widening provides significant benefit to the circulation system. However, the General Plan needs to provide a conservative investigation into the circulation network assuming only those projects that have an established funding source. This approach ensures that the circulation system will operate at acceptable levels should future funding not be available for the regional projects.

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10.6 No; see [Response to Comment 10.5](#).

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10.7 Yes, but this information would not be included in the DEIR. See [Response to Comment 10.5](#).

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10.8 Table 3.2-7 of the DEIR [identified](#) intersections that would be subject to improvements [as part of proposed General Plan buildout](#) and others that would have the timing changed. The City analyzes intersection signal timing when warranted by deteriorating traffic conditions at an intersection. Given that all intersections in the city, except for exempt intersections, currently operate at and are anticipated to operate at acceptable levels of service, there is no need to perform a citywide study with regards to improving traffic signal timing.

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**PaulHastings**

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December 5, 2008

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BY ELECTRONIC MAIL AND REGULAR MAIL

Ms. Janice Stern  
 Principal Planner  
 Community Development Department  
 P.O. Box 520  
 Pleasanton, CA 94566

Re: Comments on Draft General Plan Update and Draft Environmental Impact Report

Dear Ms. Stern:

On behalf of Urban Habitat, Greenbelt Alliance and TransForm (formerly known as the Transportation and Land Use Coalition), we respectfully submit the following comments on the Draft General Plan Update ("General Plan") and the supporting Draft Environmental Impact Report ("DEIR").

**Introduction and General Comments**

The City of Pleasanton (the "City") should be commended for establishing an urban growth boundary to protect open space. The necessary accompaniment of that protection is the provision of housing near jobs in the urbanized portion of the city. On that score, the City's actions have fallen short. The Draft General Plan and DEIR convey, instead, an unfortunate failure to address and mitigate the worsening environmental impacts of the City's land use policies and practices. Among many examples, the DEIR acknowledges that vehicle miles traveled ("VMT") will grow by 46 percent over current levels at "buildout" of the General Plan in 2025, while the existing imbalance of jobs over housing will grow dramatically from 1.7 jobs per employed resident to as high as 2.5 jobs per employed resident.

Despite these and other significant impacts, the DEIR does not adequately analyze the effects of the City's planning decisions, does not reconcile outdated planning methods that are incompatible with state law, does not adequately analyze indirect growth-inducing impacts, and does not undertake any meaningful alternatives analysis. At the intersection of all four of these shortcomings is the City's Housing Cap, which both limits total housing production to 29,000 units and functions as an express restriction on designating and zoning land for high-density residential use. The pending lawsuit brought against the

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Ms. Janice Stern  
December 5, 2008  
Page 2

City by Urban Habitat and Sandra De Gregorio challenges the legality of those provisions. *Urban Habitat v. City of Pleasanton* (2008) 164 Cal.App.4th 1561.

That lawsuit also seeks to require the City to implement rezoning of commercial land for high-density residential use, a commitment made in Program 19.1 of the City's adopted Housing Element in 2003. Among the seven mandatory elements of a general plan, the courts have recognized the "preeminent importance" of the Housing Element. *Committee for Responsible Planning v. City of Indian Wells* (1989) 209 Cal.App.3d 1005, 1013; *Hoffmaster v. City of San Diego* (1997) 55 Cal.App.4th 1098, 1108. The DEIR, however, proposes an impossibility: to analyze the impacts of the General Plan as though it included no Housing Element. We are particularly concerned that, despite the City's promises, the DEIR does not implement Program 19.1 as part of the General Plan update. The result is both a General Plan that does not balance the advantages of the City's strong employment base with corresponding housing opportunities, and a piecemeal DEIR that does not adequately address the continuing systematic displacement of housing and transportation impacts onto surrounding communities.

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For the same reasons, the General Plan update is internally inconsistent with the adopted Housing Element. Where the latter calls for rezoning to accommodate the City's Regional Housing Needs Assessment ("RHNA"), the Land Use Element of the former continues to impose the restrictions of the Housing Cap. The City failed to accommodate nearly 900 units of its lower-income RHNA from the prior Housing Element planning period, and has been allocated an additional share of 3,277 new housing units for the new period. Yet, as the DEIR acknowledges, only 2,007 dwelling units remain under the Cap. The City has a legal obligation in its General Plan to accommodate the development of sufficient affordable housing to meet its cumulative RHNA allocation. That obligation is not addressed in this General Plan. Under these circumstances, there is simply no way for the City to prepare a General Plan that meets the legal standard of internal consistency without mitigating the effects of the housing imbalance. A defective General Plan cannot form the basis for an adequate EIR.

The elevation of the Housing Cap over the City's obligation under state law has significant consequences. First, it renders major opportunities for Transit-Oriented Development ("TOD") in the City infeasible. With dozens of developable acres within walking distance from the Dublin/Pleasanton BART station, the General Plan allocates only 333 units to Hacienda Business Park. Even if these units were concentrated on the 28 vacant acres immediately adjacent to BART, the resulting average density of only 12 units to the acre falls far short of the minimum 30 units per acre required by state law. Second, the General Plan fails to include adequate infrastructure improvements to facilitate increased public transportation, among them transportation infrastructure projects such as the proposed bus rapid transit ("BRT") project that would link the City to the greater Tri-Valley area and deleting other projects that were identified in the previous General Plan.

Ms. Janice Stern  
December 5, 2008  
Page 3

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Third, and not least, it all but ensures that the City will fail to do its part to meet its greenhouse gas reduction obligations under AB 32 and SB 375.

In sum, both the General Plan and the DEIR are legally inadequate. To meet the requirements of both land use law and CEQA, the City should produce a General Plan that is consistent with its Housing Element (either the existing one or the new one it will adopt in June) and should produce a CEQA document that incorporates a comprehensive analysis of the impacts of the City's land use decisions regarding housing on the related issues that are affected by housing.

### Specific Comments

#### Internal Inconsistency and Piecemealing

This DEIR is invalid as a whole because there is a significant internal inconsistency in the General Plan that results in a legally invalid general plan for purpose of state planning law, and also results in "piecemealing" under CEQA.

11.2

1. An internally inconsistent General Plan cannot form the basis for an adequate EIR

Because the General Plan update includes no revision to the adopted Housing Element, the "complete" General Plan, as amended, will include the 2003 Housing Element, until that Element is revised to meet the June 2009 statutory deadline.<sup>1</sup> This "complete" General Plan, including its mandatory and "preeminent" component, the Housing Element, is required to be "an integrated, internally consistent and compatible statement of policies." Gov. Code § 65300.5. A general plan that is internally inconsistent is legally inadequate and the required finding of consistency for land use approvals cannot be made. *Garat v. City of Riverside* (1991) 2 Cal.App.4th 259, 286.

This new General Plan will inevitably be internally inconsistent. On the one hand, it will include in its proposed updated Land Use Element the same Housing Cap provisions that are found in the current Land Use Element:

Policy 15: Maintain a maximum housing buildout of 29,000 units within the Planning Area.

Program 15.1: Monitor and zone future residential developments so as not to exceed the maximum housing buildout.

<sup>1</sup> The General Plan ostensibly adopts the existing Housing Element, but fails to incorporate it in any systematic fashion. Housing Element at 8 ("General Plan 2005-2025 does not change the 2003 Housing Element and incorporates it by reference.").

Ms. Janice Stern  
December 5, 2008  
Page 4

Program 15.2: The foregoing Policy 15 and Program 15.1 and this Program 15.2, shall be amended only by a vote of the people.

The City acknowledges that it has only 2,007 dwelling units left under the Cap. DEIR at 5-3.

On the other hand, the “complete” General Plan will include the adopted Housing Element’s Program 19.1, which requires the City to:

Within one year of adoption of the Housing Element, complete land use studies to identify for conversion as many of the sites identified in Table IV-6 from non-residential to high density residential use as are necessary at appropriate densities (for example, approximately 30 acres at 30 units per acre or 40 acres at 20 units per acre) to meet the City’s regional housing needs goal. Follow through with appropriate modifications to the Land Use Element and rezonings as soon as possible, but no later than June 2004, so that implementation can occur within the planning period.

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Housing Element at 79. At the same time, Government Code § 65584.09 requires that the City “shall, within the first year of the planning period of the new housing element, zone or rezone adequate sites to accommodate the unaccommodated portion of the regional housing need allocation from the prior planning period.”

In addition, the City has now been allocated a RHNA share of 3,277 new housing units for the Housing Element planning period that began in June 2007. That new RHNA allocation must be accommodated during the period ending in 2014, well within the General Plan’s planning horizon, which runs through 2025. However, the City has yet to accommodate even its residual allocation from the prior planning period, much less the new RHNA, and makes no provision for additional RHNA allocations during the remainder of the General Plan’s 20-year planning horizon.<sup>2</sup>

Under no scenario can the proposed General Plan update result in a “complete” General Plan that is internally consistent, as the Housing Cap will permit fewer than half the currently required units – 2,007 of the more than 4,000 units that its new Housing Element must accommodate. In its 2003 Housing Element, the City recognized that it might well “be in a position of having to address its voter-approved housing cap if the

<sup>2</sup> The likelihood that the City will achieve its RHNA allocation is now even more remote. Last month, Measure PP, the Hillside Protection Initiative, added a new policy to Housing Cap that has the effect of requiring the City to count assisted living units, like those proposed at Staples Ranch, toward the Housing Cap. Measure PP adds to the Cap provision a new Policy 15.3, which provides: “A housing unit is defined to include any residence that includes a kitchen (sink, cooking device, and refrigerator) and a bathroom (toilet, tub or shower). The City Council shall uphold the housing cap and shall not grant waivers that exclude housing units consistent with this definition.”

Ms. Janice Stern  
December 5, 2008  
Page 5

11.2  
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next ABAG allocation would require the City to build housing in excess of 29,000 units<sup>3</sup>; that time has now come, yet the General Plan does not follow through. This defect, fatal to the DEIR in and of itself, is compounded by the DEIR's failure to analyze the impacts of a "complete" General Plan that consistently integrates the Housing Element. The failure of the DEIR to address this mitigation measure, even though it was expressly presaged in the Housing Element, renders the DEIR inadequate.

Moreover, the General Plan and the Land Use and Agricultural section of the DEIR fail to address the City's longstanding commitment to undertake the general plan amendments and re-zoning necessary to implement Housing Element Program 19.1. The City stated in pleadings filed in the Superior Court nearly two years ago that it planned to "combine the implementation of Program 19.1 with the City's comprehensive update of its General Plan, and the Land Use Element thereof," and that it chose to do so "because the rezonings envisioned by Program 19.1 themselves would require amendments to the Land Use Element, and also would require environmental analysis under the California Environmental Quality Act (CEQA)." In fact, the City expressly represented to the Court that it would combine the environmental analysis of the Program 19.1 rezonings with that of the new General Plan, since doing so would be "far more efficient[] and economical[]." (Mem. in Opp. to Motion for Writ of Mandate, filed Dec. 5, 2007, at p. 8.) Yet the DEIR does not reflect implementation of any rezoning at the densities required by Program 19.1.

This not only reflects a failure on the part of the City to make good on its commitment, but also renders the General Plan and the DEIR defective. The failure to incorporate the requirements of Program 19.1 into the General Plan Land Use Element renders the General Plan inconsistent, as the Land Use Element and Housing Element now include conflicting requirements. The DEIR is likewise inadequate because it fails to analyze the environmental impacts that result from the City's seeming unwillingness to implement Program 19.1 due to constraints imposed by implementation of the Land Use Element.

2. The failure to perform a comprehensive analysis of the General Plan, including the effects of its mandatory Housing Element, constitutes "piecemealing" in violation of CEQA.

The analysis in an EIR of a general plan that is lacking a required element cannot be adequate because "a necessary foundation" for the analysis is missing. Kostka & Zischke, *Practice Under the California Environmental Quality Act* (Cont.Ed.Bar October 2006), § 20.3, p. 939-40 (citing *Guardians of Turlock's Integrity v. Turlock City Council* (1983) 149 Cal.App.3rd 584, 593). For purposes of CEQA, a project is "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment..." 14 CCR § 15378(a). Courts have consistently held that "an EIR must include an analysis of the

<sup>3</sup> Housing Element at 8.

Ms. Janice Stern  
December 5, 2008  
Page 6

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environmental effects of future expansion or other action if: (1) it is a reasonably foreseeable consequence of the initial project; and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects.” *Laurel Heights Improvement Ass’n v. Regents of the University of California* (1988) 47 Cal.3d 376, 396.

Because both those conditions are present, the “whole of the action” here is nothing less than a general plan complete with its mandatory housing element, whether that be the housing element the City adopted in 2003, or the new one it must adopt by June of next year. The City’s inability to reconcile its stated Policies and Procedures regarding increased TOD needs or its RHNA obligation with the Housing Cap without disrupting its planning status quo in some fashion has profound implications for the CEQA analysis. The required analysis to include the housing imbalances will fundamentally change the scope and description of the project. Without an accurate description of the project, there can be no accurate analysis.

#### Inappropriate Significance Criteria

11.3

Independently, the DEIR is inadequate because it relies entirely on the significance criteria in Appendix G of the 2007 CEQA Guidelines (the “Checklist”)<sup>4</sup> even where such reliance results in an obviously inadequate analysis of the impacts of General Plan buildout. Exclusive reliance on the Checklist is inappropriate when the circumstances of a particular project give rise to environmental concerns that are not addressed in the Checklist. *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1109 (prohibiting use of thresholds of significance to preclude consideration of other significant evidence tending to show significant environmental effects). The DEIR must identify appropriate significance criteria that can be used to “consider and resolve every fair argument that can be made about the possible significant environmental effects of a project, irrespective of whether an established threshold of significance has been met with respect to any given effect.” *Id.* In short, it must identify appropriate significance thresholds to facilitate an analysis of the significance of each potentially significant effect of the General Plan.

Misplaced reliance of this kind is particularly glaring in the Air Quality, Population, Employment and Housing, and Land Use sections where, as discussed in more detail below, the DEIR fails to analyze either the impact of the General Plan on climate change, the impact of the Housing Cap on the City’s ability to meet its RHNA allocation, or the inconsistencies resulting from the City’s failure to implement Housing Element Program 19.1 as part of the General Plan update.

<sup>4</sup> See DEIR at 3.1-7, 3.2-9, 3.3-4, 3.4-6, 3.5-10/11, 3.6-13, 3.7-13/14, 3.8-14, 3.9-6/7, 3.10-7, 3.11-4/5, 3.12-7/8, and 3.13-9.

Ms. Janice Stern  
December 5, 2008  
Page 7

Population, Employment and Housing

After *Amador Water Agency*, an agency cannot mechanically apply the CEQA Checklist in a manner that precludes a meaningful analysis of a project's potentially significant effects. The Population, Employment and Housing section identifies the standards of significance included in the CEQA Checklist for determining whether the General Plan would have a significant adverse impact on population and housing, but fails to apply the proper standard of significance. Specifically, these are: (1) "Inducing a substantial population increase in an area, either directly (for example, by proposing new homes or businesses) or indirectly (for example, through extension of roads or other infrastructure)"; (2) "Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere"; and (3) "Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere". The extent of the analysis in the DEIR is to state that "[t]he proposed General Plan includes no land use or policy changes that would result in demolition of any existing housing units or otherwise displace residents or require the construction of replacement housing elsewhere. These issues are not discussed further herein." DEIR at 3.3-4.

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This analysis is faulty for two reasons. First, the DEIR only examines whether the General Plan includes land use or policy changes that may result in significant adverse impacts. The DEIR fails to evaluate whether existing land use planning or policies – including, above all, the Housing Cap – that are included in the General Plan will result in significant adverse impacts. It is beyond question that the General Plan's existing land use policies related to population, housing and employment result in potentially significant adverse impacts on housing and population. The fact that these policies are not new does not allow the City to avoid an analysis of them, when their continued implementation in this General Plan will serve only to amplify the significance of their adverse impacts. This is particularly so where the City has only in recent years come close to exhausting the Housing Cap. See Housing Element at 3 (acknowledging that the Housing Cap might pose a constraint in the next planning period).

Second, the DEIR fails entirely to consider the first of the significance criteria - whether the General Plan would have a significant adverse impact as a result of inducing a substantial population increase in an area, directly or indirectly. In particular, the DEIR fails to adequately analyze the indirect growth-inducing impacts of the Housing Cap or the City's failure to achieve its RHNA allocation. In POP-1, the DEIR relies on the Housing Cap to conclude that the impacts of buildout of the General Plan on population and housing unit growth will be reduced to less-than-significant levels. However, that growth will not disappear due to the Housing Cap -- it will simply be displaced elsewhere, causing potentially significant adverse impacts by inducing a substantial population increase in an area outside of the City.

The DEIR states that the General Plan "would not cause significant indirect population impacts to the existing and planned infrastructure because population growth would be

Ms. Janice Stern  
December 5, 2008  
Page 8

within projected capacity for the Planning Area, within the Urban Growth Boundary.” DEIR at 3.3-6. However, this assertion is entirely illogical. Population growth within the City cannot keep pace with the population growth induced by the increase in jobs because that population growth is limited by the Housing Cap. Meanwhile, jobs are projected to grow significantly. To house the increased worker population that the General Plan projects, the City would need to plan for more than 40,000 housing units over the 20-year horizon of the General Plan. Exporting that housing outside the City limits does not eliminate those impacts. As the California Supreme Court recently held, a ban on development in one area can reasonably be anticipated to displace development to other areas and such displacement is subject to analysis under CEQA. *Muzzy Ranch Co. v. Solano County Airport Land Use Commission* (2007) 41 Cal.4th 372, 383. Indeed, this is the heart of the analysis required by the first significance criterion. The DEIR is inadequate for failing to adequately perform an analysis of the impacts of inducing population and housing unit growth in areas outside of the City. Those impacts – the displacement of tens of thousands of housing units, and the accompanying 46% growth in VMT – are plainly significant.

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Given those significant impacts, an adequate alternatives analysis is required. The Population, Employment and Housing section of the DEIR ignores the obvious alternatives analysis that would enable the City to meet its RHNA obligations. The DEIR does not address the issue of the City’s failure to re-zone 30 to 40 acres at 20-30 developable units per acre, as required by Program 19.1 of the 2003 Housing Element. More generally, the General Plan limits densities based on the 2,007 units left under the Housing Cap. See DEIR at 5-3. Under Housing Element Law, the rezoning that did not happen in the last planning period must be completed within the first year of the new Housing Element planning period. Gov. Code § 65584.09. The potential impacts of this cumulative increase in the City’s RHNA allocation are not analyzed in the DEIR; nor are the impacts of the City’s failure to meet its new RHNA allocation.

The Population, Employment and Housing section also fails to adequately analyze the adverse impacts of the commuter displacement imbalance. The General Plan significantly increases the jobs/housing imbalance from approximately 1.7 jobs per employed resident to as much as 2.5 jobs per employed resident at buildout. See DEIR at 3.3-5 to 3.3-7. Again, the City falls back on the Housing Cap’s 29,000 unit limit to justify the increased jobs to employed residents ratio. Although the General Plan acknowledges that fully 79 percent of the workers filling the new jobs created by buildout will be commuting from outside of the City (the majority of them from outside the Tri-Valley area), the DEIR fails to provide a sufficient analysis of indirect growth inducing impacts resulting from this increase in the commuter ratio. See DEIR, section 4.3. Because the General Plan will create jobs without creating the housing needed to support the resulting workforce increases, it can be expected that housing and related services will be built elsewhere. This growth (over 40,000 housing units) must be taken into account. The City improperly relies on surrounding cities to pick up the slack – but it presents no evidence that those



Ms. Janice Stern  
December 5, 2008  
Page 9

cities have an overbalance of housing, that those cities plan to reduce their jobs/housing balance over the planning period to accommodate the City's overflow population increase, or that cities like Danville and Alamo (see General Plan at 2-18) offer housing affordable to Pleasanton's commuting workforce.

Both the Population, Employment and Housing section of the DEIR and the General Plan itself entirely ignore the RHNA allocation assigned to the City by ABAG pursuant to Government Code § 65584(a) for the 2007-2014 Planning Period under the Housing Element Law. The Population, Employment and Housing section also ignores the unmet RHNA allocation that is left over from the previous planning period as a result of the City's failure to conduct the high-density residential rezoning required by Housing Element Program 19.1. At minimum, the DEIR must analyze the extent to which the City can meet this combined allocation in order to meaningfully analyze both alternatives and the impacts of the City's displacement of its RHNA allocation on to other communities. In particular, it must analyze an alternative in which the Housing Cap does not block the accommodation of the City's past, current and future RHNA.

Finally, the Population, Employment and Housing section fails to identify and evaluate the mitigation measures that would be sufficient to offset the jobs/housing imbalance. The obvious mitigation for the increasingly skewed jobs/housing imbalance is to implement mitigation to bring those two competing interests into some measure of balance. That can be done only if the Housing Cap is eliminated or modified to allow the City to meet its past, present and future RHNA allocation. In this way, the buildout of additional commercial and industrial space will be limited until the City's housing stock begins to catch up to the excess jobs. Since virtually all the developable land in the City is planned for commercial use, planning for more housing will also mean that land assumed to be developed commercially will instead be developed residentially. This will have the effect of reducing the projected growth in jobs at the same time as projected housing growth increases, changing many of the assumptions and much of the analysis in the DEIR.

These measures are feasible. Indeed, the City Council has not only the power, but the duty, to avoid the unconstitutional application of local ordinances. *Arnel Devel. Co. v. City of Costa Mesa* (1981) 126 Cal.App.3d 330, 337 (prohibiting city council's enforcement of "arbitrary and discriminatory" initiative ordinance that rezoned property to preclude development of affordable housing). As CEQA requires an analysis of all feasible mitigating measures, the City must consider the mitigation that is attainable by ratcheting down the disproportionate increase in the number of new jobs created as a result of General Plan buildout.

Transportation

Meaningful TOD opportunities are slighted in the General Plan, especially at the Hacienda Business Park, within walking distance from Dublin/Pleasanton BART. The

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Hacienda Business Park has easily 50 developable acres, including infill opportunities; the owners of 28 vacant acres at the Business Park are ready for immediate development (and have already sought proposals from non-profit developers for an affordable housing component). That development, however, is rendered infeasible by the allocation (dictated by the Housing Cap) of only 333 housing units to the entire Business Park. The General Plan lacks enforceable measures that would make it possible to realize its stated goals of support for TOD because the Land Use Element defines "High Density" as 8-plus developable units per acre, far below the minimum statutory density of 30 developable units per acre, per Gov. Code § 65583.2 (c)(3)(A).

Not only is there no clearly enforceable mechanism that supports high density development at levels approaching the level required by statute and by Program 19.1, General Plan Policy 11 adds an element of uncertainty that would serve to dissuade developers from proposing such projects. Policy 11 states that "[t]he maximum density of properties designated as High-Density Residential or Mixed-Use shall be determined on a case-by-case basis on site characteristics, amenities, and affordable housing incorporated into the development." General Plan at 2-32. By failing to provide a commitment to provide for a sufficient minimum floor for higher residential densities, would-be developers of compact transit-oriented housing will be left with continuing uncertainty about their ability to gain approval of feasible projects.

In addition to the negative implications for TOD are two other transportation-related impacts. First, the City has failed to include in the General Plan the bus rapid transit ("BRT") project proposed by the Livermore Amador Valley Transit Authority ("LAVTA"), that would have linked downtown Pleasanton to Livermore and other Tri-Valley housing and job centers. Second, the Circulation Element renders infeasible several transit infrastructure and commuter projects under the conflicting goals of "sustainability" and "community character."

In the General Plan, the City uses the Cap to justify deteriorating infrastructure (*i.e.*, by removing projects from the Circulation Element). Transportation infrastructure planned in the previous General Plan is excluded from the General Plan Circulation Element on the basis that, due to Housing Cap limits on development, it will not be needed. There is no analysis in the DEIR of the impact on traffic or air quality resulting from that decision. DEIR at 3.2-5 to 3.26.

Under the Scoping Plan of AB 32, the California Air Resources Board ("ARB") will be imposing regional plans that reduce VMT and sprawling development.<sup>5</sup> The Scoping Plan reflects the State's priority of encouraging climate-friendly and energy-efficient development. Despite paying lip-service to "sustainability" by including numerous goals

<sup>5</sup> Climate Change Proposed Scoping Plan (October 2008), available at <http://www.arb.ca.gov/cc/scopingplan/document/scopingplandocument.htm>

Ms. Janice Stern  
December 5, 2008  
Page 11

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and “encouraging” various unenforceable programs, it is unfortunate that both the General Plan and the DEIR overlook housing and transportation initiatives that are compatible with these upcoming changes.

The DEIR fails to provide a meaningful analysis of the VMT that are projected to increase as a result of the General Plan buildout, as well as those that might have been avoided as a result of alternatives that were apparently rejected by the City, but not analyzed in the DEIR. Indeed, as population increases by only 16 percent, the General Plan projects a whopping 46 percent increase in VMT. DEIR at 3.10-8.

Air Quality

1. Global warming

11.5

The DEIR is invalid because it fails to analyze the impact of buildout of the General Plan on global warming. The DEIR merely states that “[i]f, within the Planning Area, the buildout of the proposed General Plan were to have the cumulative potential to decrease greenhouse gas emissions below otherwise expected future emissions, then cumulative greenhouse gas emissions would be less than significant.” DEIR at 3.10-7. This is woefully short of an analysis of greenhouse gas emissions. Although it may be correct that “no federal, California, or local agency has adopted a quantifiable threshold at the time of this writing for determining the significance of greenhouse gas emissions,” the lack of a quantifiable significance threshold does not relieve the City from the need to perform a good faith analysis of global warming using its best efforts to apply widely available guidance tools.

Following the San Bernardino lawsuit<sup>6</sup>, wishing to shield certain critical infrastructure projects from CEQA challenges, the Legislature passed SB 97, which denies a cause of action for deficient global warming impact analysis under CEQA for two specific types of projects until 2010: (1) transportation projects funded under the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, and (2) projects funded under the Disaster Preparedness and Flood Prevention Bond Act of 2006.<sup>7</sup> By specifically exempting these projects from legal challenge, SB 97 implicitly endorses the Attorney General’s argument that AB 32 now requires this analysis in CEQA documents for all

<sup>6</sup> *State ex. rel Brown v. County of San Bernardino*, No. CIVSS 0700329 (Cal. Super. Ct. Aug. 28, 2007.)

<sup>7</sup> Senate Bill 97 (2007), available at [http://www.climatechange.ca.gov/publications/legislation/SB\\_97\\_bill\\_20070824\\_chaptered.pdf](http://www.climatechange.ca.gov/publications/legislation/SB_97_bill_20070824_chaptered.pdf)

Ms. Janice Stern  
December 5, 2008  
Page 12

other types of projects. In short, SB 97 has codified the requirement that all CEQA documents must contain an adequate climate change analysis.<sup>8</sup>

The need to include an analysis of greenhouse gases and global warming in land use decisions was confirmed by a recent court decision. In rejecting the City of Desert Hot Springs' contention that an analysis of greenhouse gas emissions would have been entirely speculative, the Court found that the City of Desert Hot Springs "failed to make such a meaningful attempt and therefore did not proceed as required by law." *Center for Biological Diversity v. City of Desert Hot Springs*, Cal. Super. Ct., No. RIC464585, p. 2, 8/6/08, citing *Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344, 1370-71 ("If, after thorough investigation, a lead agency finds that a particular impact is too speculative for evaluation, the agency should note its conclusions and terminate discussion of the impact.") (Emphasis in original.) Here, the City has made no such thorough investigation.

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The Court also rejected the City of Desert Hot Springs' argument that a CEQA cumulative impacts analysis is so constrained as not to require analysis of the cumulative impact of global warming. The Court stated that "California has recognized that increased greenhouse gases will have an impact on the State. The Ninth Circuit, applying the analogous federal law, found that the cumulative impact of greenhouse gases is 'precisely the kind of cumulative impacts analysis that NEPA requires agencies to conduct.'" *City of Desert Hot Springs* at 2 (quoting *Center for Biological Diversity v. National Highway Traffic Safety Administration* (9th Cir. 2007) 508 F.3d 508, 550). The emerging legal standard under CEQA clearly requires a meaningful analysis of the potential impact of a project's greenhouse gas emissions.

Of critical importance, AQ-1 states that buildout of the General Plan will result in a 46 percent increase in VMT. DEIR at 3-10-10. Based on the information provided in Table 3.10-1 regarding projected county-wide vehicular emissions, this would appear to equate to an increase in carbon dioxide emissions in excess of 40 percent by 2025, although this analysis is not provided in the DEIR. In passing AB 32, the State committed to reducing greenhouse gas emissions to 1990 levels by 2020, requiring a state-wide reduction in current emissions of at least 10 percent. Rather than doing its part, the City's General Plan will result in a large *increase* in carbon dioxide emissions. This is a significant adverse impact that must be evaluated in the DEIR, and mitigated.

11.6

Moreover, the displacement into other communities of housing needed to fulfill the planned increase of approximately 43,900 additional jobs expected to be developed in the City during the General Plan buildout must be included in the project description, as

<sup>8</sup> See Peter Allen, *Greenhouse Gas Emissions under CEQA – Costs and Opportunities*, Ecology Law Currents Vol. 35, No. 1, 1 (2008), available at [http://www.boalt.org/elq/C35.01\\_06\\_Allen\\_2008.04.10.php#\\_ftn9source](http://www.boalt.org/elq/C35.01_06_Allen_2008.04.10.php#_ftn9source)

Ms. Janice Stern  
December 5, 2008  
Page 13

11.6  
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discussed above. As the DEIR shows, the increase in housing units in the City is less than 10 percent of the increased number of jobs during the same period. See DEIR at 3.3-3 and 3.3-5. This jobs-housing imbalance must also be included in the analysis of greenhouse gas emissions.

11.7

There is a clear mandate that these emissions must be included in a CEQA analysis. The City should look to the guidance that is available to analyze these emissions. For example, the California Air Pollution Control Officers Association ("CAPCOA") published its white paper entitled *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act* ("White Paper") in January 2008. In the White Paper, CAPCOA provides a number of alternative ways that a city can use to evaluate the greenhouse gas emissions from a general plan, including several alternative metrics for determining the number of housing units that should be considered to be significant as a threshold matter. Using any of these metrics, the amount of housing that would be displaced as a result of General Plan buildout exceeds the number of housing units that would be considered to result in a significant adverse impact. The DEIR must include an analysis of the availability of housing in surrounding communities and whether the jobs-housing imbalance results in a significant adverse impact on greenhouse gas emissions.

11.8

To provide a basis for an analysis of the significance of increased greenhouse gases, the DEIR must include an inventory of greenhouse gases. At a minimum, that inventory must include: greenhouse gas emissions inventories from all public and private sources in the City and the increase in greenhouse gas emissions outside the City that are a direct result of increased VMT as a result of General Plan buildout; an inventory of current greenhouse gas emissions as of the date of the analysis; an estimated inventory of 1990 greenhouse gas emissions; an estimated inventory of 2020 greenhouse gas emissions; and an analysis of appropriate greenhouse gas reductions measures that may be included in the General Plan.

## 2. Compliance with Regional Plans

11.9

While the DEIR does address the BAAQMD's *2005 Ozone Strategy*, there is no meaningful analysis of the quantitative impact that buildout of the General Plan would have on the *2005 Ozone Strategy*. AQ-1 concludes that the General Plan will result in a 46 percent increase in VMT, but only a corresponding 16 percent increase in housing, resulting in a significant effect on the *2005 Ozone Strategy*. This imbalance between the VMT increase and the population increase results in an increase in air pollutants that "could" conflict with implementation of the *2005 Ozone Strategy*. DEIR at 3.10-8. The DEIR states that "Limiting population based on the housing cap while allowing and encouraging business development would be a cumulative effect of building out the Planning Area that is intrinsic to both the existing and proposed General Plans." The DEIR then concludes simply that this is an unavoidable significant impact, stating "[t]hus no mitigation measures are available to lower this cumulative impact to a less-than-significant level."

Ms. Janice Stern  
December 5, 2008  
Page 14

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However, before dismissing a significant impact as “unavoidable”, the City must undertake a thorough analysis of the alternatives and the mitigation measures that might reduce the significance of the impact. With a steady decrease in housing numbers and an increase in employment, the City has been out of compliance with the *2005 Ozone Strategy* since its publication. Merely listing aspirational policies and programs is not an analysis of meaningful alternatives or mitigation measures. But the City fails in the General Plan or DEIR to explore alternatives or mitigation measures, including revising its zoning and density definitions to facilitate construction of housing at high-density housing sites that have drawn interest from developers. The DEIR fails to consider the most obvious mitigation measure that would at least prevent the jobs/housing imbalance from becoming even more significant – that could be accomplished by decreasing the rate at which commercial and industrial space will be built out. Only if these measures are shown to be infeasible, can the City conclude the impacts are unavoidable. This conclusion cannot be made in the absence of an alternatives analysis or an analysis of all feasible mitigation measures.

Future Obligations During the General Plan Planning Period

11.10

The General Plan does not position the City to comply with new obligations that will come into play under SB 375. With the next housing element update, in 2014, SB 375 will require local governments to shrink their development footprint to meet the “Sustainable Communities Strategy” in the Regional Transportation Plan (“RTP”). In SB 375, the Legislature has declared that even taking into effect the substantial reduction in greenhouse gas emissions from automobiles and light trucks that will result from new vehicle technology and increasing use of low-carbon fuel, “it will be necessary to achieve significant additional greenhouse gas reductions from changes land use patterns and improved transportation. Without improved land use and transportation policy, California will not be able to achieve the goals of AB 32.” See SB 375, Section 1(c). These strategies will be a factor both in the allocation of transportation dollars to the City from the Metropolitan Transportation Commission (“MTC”), and in the allocation of its RHNA for the 2014 Housing Element planning period. Because these requirements will occur during the planning horizon of the new General Plan, it must address them to avoid implementing planning strategies that conflict with the City’s portion of the regional reductions in land use planning and transportation that will be imposed on it as early as 2010.

PaulHastings

Ms. Janice Stern  
December 5, 2008  
Page 15

Urban Habitat, Greenbelt Alliance and TransForm appreciate your consideration of these comments and look forward to the City's response.

Sincerely,



Jodi Smith  
for PAUL, HASTINGS, JANOFSKY & WALKER LLP



Richard A. Marcantonio  
PUBLIC ADVOCATES, INC.

cc: Michael H. Rausch, Esq., City Attorney  
Thomas B. Brown, Esq.

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11. Jodi Smith and Richard Marcantonio, Paul, Hastings, Janofsky & Walker, LLP ( letter dated December 5, 2008)

11.1 The remainder of the responses to Letter 11 evaluate the City's land use policies and practices, relative housing, the jobs-housing balance, climate change, and vehicle miles traveled. See Response to Comment 11.2, below for a discussion of the City's Housing Cap, designating and zoning land for high-density residential use, and for a discussion of the Housing Element and its relation to the General Plan. See Response to Comment 11.3, for a discussion of the jobs housing balance, a discussion of indirect growth-including impacts, and alternatives analysis. See Response to Comment 11.4, for a discussion of the transportation infrastructure improvements. See Response to Comment 11.5, for a discussion of greenhouse gases in relation to land use and VMTs.

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Responses to comments on the proposed General Plan are provided in a separate document.

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11.2 Program 19.1 of the Housing Element provides that the City will complete land use studies to identify land uses for conversion (from commercial/office/industrial to high density residential) certain sites to meet the City's regional housing need goals. Once those studies are complete, the City is to follow through with appropriate modifications to the Land Use Element. First, the City has recently rezoned property located adjacent to the new BART station to accommodate 350 high density units. Second, as part of the General Plan update, the City proposes to make numerous changes to the Land Use Element to satisfy Program 19.1. In particular, the land use designation of a number of sites within the Hacienda Business Park would be changed, from their current commercial/office designation to a mixed-use "Planned Unit Development" (PUD) designation that would include a residential component, thereby allowing those properties to be rezoned for development at 30 or more units per acre. It is the City's intent that at the same time that the General Plan is updated (thereby re-designating those parcels to mixed use PUD), the rezonings will immediately follow. Accordingly, the DEIR does facilitate (if not directly implement) Program 19.1 as part of the update. Moreover, by amending the Land Use Element as described, the Land Use Element and Housing Element would remain internally consistent and provide the opportunity for the 2002-2009 RHNA allocation to be met.

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To the extent that the commenter suggests that the DEIR is inadequate because there is no discussion of the potential conflict between the City's Housing Cap and the Regional Housing Needs Assessment (RHNA) allocation for 2007-2014, the California Environmental Quality Act (CEQA) does not require such discussion/analysis where the proposed General Plan does not make a change in an existing General Plan policy adopted by the voters, such as the Housing Cap, that had been subject to environmental review when it was adopted in 1996.

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Furthermore, regarding adequacy of the EIR, CEQA requires that an EIR to be adequate, accurate, and objective. Analysis of environmental effects need not be exhaustive, but must be judged in light of what is reasonable and feasible. The document should provide a sufficient degree of analysis to enable decision-makers to make intelligent judgment based upon substantial evidence. It is in the purview of the Pleasanton City Council to make that determination.

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11.3 In most respects, this comment mirrors other comments concerning the perceived failure of the DEIR to evaluate existing land use policies that the commenter believes would result in significant adverse impacts. When, as here, a General Plan update would amend some, but not all, elements of the General Plan, CEQA does not require that the public agency assess the environmental effects of the entire Plan, but only those that have the potential to change the existing environment. The DEIR analyzes the changes in land use from the existing condition (in 2005) to buildout (in 2025). Regarding other land-use changes that would impact population, the DEIR examines impacts on the change between the environmental setting and buildout (see Land Use impacts discussed on pages 3.1-7 to -17), as well as whether the proposed General Plan includes land-use or policy changes that may result in significant adverse impacts. The EIR does not examine the significance of existing policies as impacts due to those policies were examined before the existing policies were adopted. However, if any of the existing policies lead to future growth, then that future growth has been analyzed in the DEIR. An EIR need only look at those issues that are ripe for change and does not need continually to evaluate static conditions. ~~Because no changes are being proposed in the City's Housing Cap (nor to the City's Housing Element), no assessment of the environmental effect of the continuation of the Housing Cap was required by CEQA.~~

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Concerning alternatives, CEQA requires that an EIR describe only a reasonable range of alternatives to the project that would attain most of the basic objectives of the project while reducing or avoiding significant effects. But a project may be deemed infeasible if the proposed project would not be consistent with prior planning policies. In that the Housing Cap embodies prior planning policies adopted not only by the Council but also by the electorate, CEQA did not require an alternative that assumes no Housing Cap. For the same reason, the proposed mitigation suggested by the commenter—the elimination or the modification of the Cap – is not feasible in that it runs contrary to prior planning policies.

The DEIR concludes that the changes due to future population are not significant. The commenter disagrees with that conclusion. It is, however, in the purview of the Pleasanton City Council to determine whether the proposed General Plan would result in significant impacts regarding population and housing impacts, assuming such determination is based on substantial evidence in the record.

Any jobs/housing imbalance in a community is not necessarily a significant effect; it is only a significant effect if such an imbalance would lead to significant physical effects on the environment, such as significant traffic or air quality effects. That people commute is not, in and of itself, a significant effect; the mental health of commuters or the monetary costs of commuting are socioeconomic effects that are not relevant in an EIR. The additional traffic, air quality, and noise effects of the additional commute are, however, physical effects on the environment. This EIR analyzed the environmental effects of persons' commuting into in the appropriate subject sections, e.g., traffic, air quality, and noise.

Within the Bay Area, some jurisdictions provide mainly housing, others mainly employment, while others provide a balance between housing and employment. Although it is anticipated that Pleasanton will provide more jobs than housing between 2005 and 2025, it does not follow that

additional housing needs to be constructed in the Bay Area to provide housing for this employment growth. The increase in jobs in Pleasanton could mean a loss in jobs elsewhere or mean that persons commuting to other jurisdictions get employment in Pleasanton. Accordingly, the increase in jobs in Pleasanton does not necessarily mean that the greater Bay Area will need to add any housing units, let alone 40,000 housing units.

The year 2025 is assumed as the “buildout” year, providing a 20-year planning horizon which is typical for a General Plan. The analysis in this EIR assumes complete buildout of all planned development (residential, commercial and public/institutional) by that time. This is a conservative assumption, since it is unlikely that the anticipated commercial development will be built and occupied within that time-frame. As stated on page 3.3-4 of the [DEIR](#):

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“When buildout occurs will be a function of market forces, infrastructure capacity, and the City’s growth management policies and programs. Although it is expected that buildout of commercial and industrial land uses would occur after 2025 and buildout of residential uses would occur before 2025, which is the horizon year for the proposed General Plan, this EIR analyzes all buildout as occurring by 2025.”

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In addition, ABAG projections, consistent with the prior statement in the [DEIR](#), do not assume that all buildout from Pleasanton would occur by the year 2025. *Projections 2007*, for example, shows additional jobs growth of approximately 5,000 jobs between 2025 and 2035 which is the horizon year for these projections.

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Buildout of the land uses assumed in the 1996 General Plan (No Project Alternative) would generate a total of approximately 90,400 jobs, and buildout of the proposed Draft General Plan is assumed to generate about 96,500 jobs, or a difference of 6,100 jobs. (Parenthetically, the difference between the 1996 General Plan and the proposed General Plan is mainly accounted for by the “placeholder” assumptions used for the East Pleasanton Area. The future Specific Plan process for that area will determine the actual development which will be allowed.) ABAG 2003 projections which were used for the 2005 Bay Area Ozone Strategy do not, however, include the additional 6,100 jobs that are projected to occur in the Draft General Plan. In that about 1,280 of these jobs are expected to be held by persons who live in Pleasanton and because regionally each household has about 1.44 workers (Alameda, Contra Costa, Santa Clara, San Francisco, and San Mateo counties), the remaining 4,820 additional jobs would be distributed among 3,350 households in about 100 communities from which people commute into Pleasanton.

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Some of those 3,350 households would be existing households in the greater Bay Area. The State Employment Development Department announced that California’s unemployment rate in November 2008 climbed to 8.4 percent, the third-highest rate in the nation. It is possible that some unemployed or underemployed people already living in Pleasanton may take jobs in the Planning Area, or fill the vacant jobs elsewhere in the Bay Area and San Joaquin Valley due to employed people taking jobs in Pleasanton. Because this is a proposed General Plan, it is not certain what types of businesses would be in Pleasanton at buildout and thus it is unknown what education or skill level would be required for any new jobs. Given the unknown location of any new housing units and the unknown skill level of future employees, it appears speculative to analyze where these households would be located. When and if any new housing developments

are proposed in the vicinity of Pleasanton, then the lead agency where the proposal is located would necessarily prepare an environmental disclosure document under the *California Environmental Quality Act*. Given that six counties (Alameda, Contra Costa, Santa Clara, San Francisco, San Mateo, and San Joaquin) and dozens of cities are located within a one hour commute distance of Pleasanton, any analysis herein of these unknown units in these unknown locations would be speculative. It is unlikely that all future housing units would be located within any one jurisdiction or for that matter within any one county. Thus it is speculative to state that any one jurisdiction or the region would suffer potentially significant adverse impacts due to future jobs in Pleasanton.

The commenter has implied that analyzing unknown impacts in unknown locations make up the basis for analyzing impacts under the first significance criterion (i.e., “Induce a substantial population increase in an area, either directly . . . or indirectly . . .”) For population, the lead agency has instead analyzed future growth estimated for the Planning Area based on existing and proposed policies, regulations, and programs in the Planning Area and those for the proposed General Plan. This Tier 1 EIR may only be used for future development if the future development is consistent with the assumptions used in this EIR. If in the future the Housing Cap is rescinded, the cumulative impacts of housing development in the Planning Area would need to be reevaluated. At that point other cumulative analyses may be necessary.

The proposed General Plan updates all elements of the existing General Plan except for the Housing Element. The Association of Bay Area Governments (ABAG) has recently provided jurisdictions the Regional Housing Needs Allocation numbers necessary to update the Housing Element. During the update of the Housing Element, available housing sites will be analyzed in greater detail, and changes to housing policies and new sites for housing may be recommended at that time. The proposed General Plan does not analyze these amendments as no changes to the Housing Element are currently proposed.

Pleasanton has had a commuter displacement imbalance for decades. As discussed above, regional agencies are aware of Pleasanton employment figures, which have also been determined by ABAG, and employment numbers from the existing General Plan have been accounted for in regional plans and transportation projects. As mentioned, ABAG projections do not assume that all buildout from Pleasanton would occur by the year 2025.

The proposed General Plan would designate land within the Planning Area that would allow about 6,100 more jobs and about 2,000 additional residents from 2005 to buildout (2025 and beyond) than allowed by the existing General Plan. As discussed on pages 3.3-3 to -4 of the [DEIR](#):

“ . . . there are many factors that affect whether this ratio is an effective measure of commuting patterns, air emissions, and energy consumption. For example, the job skills of the local residents may not match the skills required for local jobs, thereby requiring residents to find jobs elsewhere. Additionally, income potential provided by local jobs may not match the cost of housing in the community, causing employees to secure housing elsewhere. Workers often make a trade between housing cost and length of commute with some choosing to undertake a longer commute for more affordable housing and others paying a higher housing cost for a shorter commute. Therefore, for a multitude of reasons, a certain percentage of workers will choose to live and work within the same

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community, such as Pleasanton; a certain percentage within the same commute area, such as the Tri-Valley; and a certain percentage will choose to live greater distances away from their places of employment. The essence of the jobs/housing issue is to recognize these different types of commute behaviors, to provide adequate housing opportunities within the commute area desired by each group of workers, and to provide a variety of employment opportunities for residents.”

11.4 As discussed in the Response to Comment [11.2](#), a number of sites within the Hacienda Business Park will be re-designated to include a PUD/HDR designation. Under that designation, those properties have the potential to develop at 30 or more units per acre consistent with Program 19.1 of the Housing Element. Concerning the growth inducing impacts from the Housing Cap, see the Responses to Comments [11.2](#) and [11.3](#).

Page 3-39 of the Draft Pleasanton General Plan discusses the Livermore Amador Valley Transit Authority Route 10 Bus Rapid Transit Project. Since the time of publication, the route has been changed; it is no longer planned along its existing route and the proposed General Plan will be changed to reflect this. The commenter provides no other examples about how the Circulation Element renders infeasible several transit infrastructure and commuter projects.

The commenter states that “the City uses the Cap to justify deteriorating infrastructure (i.e., by removing projects from the Circulation Element).” The commenter further states that “There is no analysis in the DEIR of the impact on traffic or air quality resulting from that decision.”

Note that the City has removed two infrastructure projects from the existing Circulation Element: [1\)](#) the West Las Positas Interchange; and [2\)](#) the Rose Avenue extension. These projects were part of the existing General Plan which is analyzed as the No Project Alternative on pages 5-5 to 5-15 in the [DEIR](#). Pages 5-5 to 5-13 analyze the traffic impacts of this alternative and Tables 5-5 to 5-8 show the differences between the No Project Alternative and the proposed project regarding traffic impacts. Page 5-15 includes an air quality analysis of the No Project Alternative.

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Details of various air quality and traffic mitigation programs will be implemented following adoption of the proposed General Plan. It is the City’s intention to reduce traffic and improve air quality. For example, the proposed General Plan adds a new Mixed Use designation to the Hacienda Business Park with the intent of encouraging higher density development near transit. In addition, the City has joined both the Alameda County Climate Protection Project and ICLEI (International Council for Local Environmental Initiatives). By reason of the City’s participation in these programs, [the](#) City is working to develop an action plan that will consist of polices and measures that will include existing and future actions capable of meeting local greenhouse-gas-reduction targets. The City will then consider implementing, monitoring, and reporting appropriate and achievable components of the proposed action plan.

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[11.5](#) To the extent that the comment suggests that the [proposed](#) General Plan will not allow zoning to provide opportunities for high density housing to be located near public transportation, the commenter is mistaken. See Response to Comment [11.2](#). Moreover, to reduce the rate at which commercial and industrial space will be built out is not feasible in that such reduction runs counter to the basic objectives of the project which is to provide a strong employment base for the community in order to help meet the City’s desire to be self-sustaining at buildout.

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A complete analysis of the proposed General Plan's anticipated contributions to climate change, including a basic inventory of the net increase in greenhouse gas emissions, is provided under Impact AQ-6 on page 3.10-14 of the DEIR. This analysis discloses the proposed General Plan's contributions to the cumulative climate change effect. In addition, the proposed General Plan includes several policies that would reduce greenhouse gas emissions. As the DEIR describes on page 3.10-14:

In addition to the policies and programs discussed above under Impacts AQ-1 and AQ-3, which would reduce emissions within the Planning Area, programs under Policy 6 of the Air Quality Element specifically address reduction of greenhouse gases through energy efficiency, conservation, and the use of renewable resources. Projects under the proposed General Plan would also be required by State law to meet Title 24 energy efficiency standards and by the City to meet its *Green Building Ordinance*, both of which would help to reduce future energy demand.

Because the proposed General Plan contains numerous programmatic policies for addressing greenhouse gas emissions, and particularly within the Land Use and Air Quality Elements, it was determined that the proposed General Plan would have a less than significant impact relative to this issue.

With regards to question of increased CO<sub>2</sub> emissions associated with the VMT increase, the DEIR states that the proposed General Plan would result in a net increase of 362,000 tons of CO<sub>2</sub>-eq/year from transportation sources on page 3.10-14. This would represent a 33 percent increase over current transportation emissions.<sup>3</sup> It should be noted that the greenhouse gas inventory does not factor in reductions in VMT associated with the Proposed General Plan's transportation policies, which emphasize development of alternative transportation options and trip reduction, due to modeling limitations. Therefore, the inventory serves as a worst-case baseline against which the proposed General Plan's emissions reductions strategies are discussed qualitatively. As discussed in Response to Comment 11.6, the proposed General Plan programs and policies are expected to substantially reduce emissions associated with future development; however the reductions associated with General Plan policies cannot be quantified as specific emissions, nor were they estimated in order to generate programmatic policies. Regardless, it is reasonable to assume that the proposed General Plan policies would result in a substantial reduction in greenhouse gas emissions below the worst-case baseline (of a net increase of 362,000 tons of CO<sub>2</sub>-eq/year) reported in the DEIR.

In addition, the inventory does not factor in the statewide emissions reductions that would be expected to result from State policies and incentives that are currently being developed to meet the greenhouse gas reduction targets specified in Assembly Bill 32 (AB 32), the Global Warming Solutions Act. AB 32 requires the California Air Resources Board (CARB), the State agency charged with regulating statewide air quality, to design and implement emissions limits, regulations, and other measures, such that statewide greenhouse gas emissions would be reduced to 1990 levels by 2020. Many of these actions would take place on a statewide level and are outside the control of the City. CARB's *Climate Change Proposed Scoping Plan*, released in

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<sup>3</sup> Although VMT would increase by 46 percent, increased fuel efficiencies would result in a lower percent increase in emissions.

October, 2008, proposes a comprehensive set of actions designed to reduce overall greenhouse gas emissions in California. Key elements of the Proposed Scoping Plan include:<sup>4</sup>

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards
- Achieving a statewide renewable energy mix of 33 percent
- Developing a California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system
- Establishing targets for transportation-related greenhouse gas emissions for regions throughout California, and pursuing policies and incentives to achieve those targets
- Adopting and implementing measures pursuant to existing State laws and policies, including California's clean car standards, goods movement measures, and the Low Carbon Fuel Standard
- Creating targeted fees, including a public goods charge on water use, fees on high global warming potential gases, and a fee to fund the administrative costs of the State's long-term commitment to AB 32 implementation.

As clearly indicated by CARB's *Proposed Scoping Plan*, the statewide targets under AB 32 were not intended to be met solely through local actions. While the *Proposed Scoping Plan* recognizes the role that local governments play in the effort to reduce greenhouse gas emissions, it does not assume that the emissions reductions targets apply uniformly across jurisdictions or according to the type of emissions.

The proposed General Plan contains policies that are designed to be self-mitigating, i.e. policies that would ameliorate possible environmental impacts associated with new development. Therefore, no further mitigation is required to offset local VMT emissions.

11.6 While lead agencies sometimes refer to a city's jobs-housing ratio or similar metrics (such as the ratio of jobs to employed residents) in environmental documents, analysis of a proposed project's effects on this metric is not required under CEQA. As stated on page 3.3-3 of the DEIR, this type of analysis has a number of drawbacks when reporting environmental impacts:

Although the ratio of jobs to employed residents offers an indicator of a community's land use balance and the community's ability to provide housing for its employees (and conversely to provide jobs for its residents), there are many factors that affect whether this ratio is an effective measure of commuting patterns, air emissions, and energy consumption. For example, the job skills of the local residents may not match the skills required for local jobs, thereby requiring residents to find jobs elsewhere. Additionally, income potential provided by local jobs may not match the cost of housing in the community, causing employees to secure housing elsewhere. Workers often make a trade between housing cost and length of commute with some choosing to undertake a longer commute for more affordable housing and others paying a higher housing cost for a shorter commute. Therefore, for a multitude of reasons, a certain percentage of workers

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<sup>4</sup> CARB, Climate Change Proposed Scoping Plan, October, 2008, p. ES-3 to ES-4.

will choose to live and work within the same community, such as Pleasanton; a certain percentage within the same commute area, such as the Tri-Valley; and a certain percentage will choose to live greater distances away from their places of employment. The essence of the jobs/housing issue is to recognize these different types of commute behaviors, to provide adequate housing opportunities within the commute area desired by each group of workers, and to provide a variety of employment opportunities for residents.

Greenhouse gas emissions generated by commuting and vehicular travel are included in the Draft EIR's estimate of mobile emissions. This issue is also discussed under Impact AQ-6, and above, under Response to Comment 11.25.

11.7 Refer to Responses to Comments 11.24 and 11.25 for a discussion of the City's jobs-housing ratio and its effect on the City's greenhouse gas emissions. The City reviewed available methodologies, including the 2008 CAPCOA report referred to by the [commenter](#), and chose a strategy for analyzing the proposed General Plan's climate change impacts that was appropriate given available data and analytic constraints. For the reasons stated in Response to Comment 11.25, the City did not use the jobs-housing ratio to determine the environmental impacts of the proposed General Plan.

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11.8 Impact AQ-6 provides an estimate of the net increase in emissions associated with the proposed General Plan. There are no reliable quantitative models for estimating the emissions reductions associated with the numerous policies and programs in the proposed General Plan designed to reduce greenhouse gases. Thus an analysis based primarily on a quantitative inventory would be inaccurate and would significantly overstate the General Plan's contributions to climate change.

11.9 The comment relates to the proposed General Plan's compliance with the Bay Area 2005 Ozone Strategy, which is the Bay Area's current, adopted plan describing the strategy for compliance with the state 1-hour ozone standard and is the most current triennial update to the 1991 Clean Air Plan. The BAAQMD prepares air quality plans with control measures for nonattainment pollutants. It prepares triennial updates to Clean Air Plans, which are designed to attain state standards.

To be in compliance with ABAG Projections 2003 on which the 2005 Ozone Strategy is based, the City would have to reduce future jobs by about 20,000 and increase future housing units by about 3,550 units above the Housing Cap. Given the existing Housing Cap enacted by the citizens of Pleasanton, it would be contrary to adopted planning policies to increase housing by that amount and thus it would not be a feasible alternative to include. The City, however, has included the No Project Alternative which is the existing General Plan. In 2025 that alternative would result in about 6,000 fewer jobs than the proposed General Plan and would still not be consistent with ABAG Projections 2003. In order to be consistent with the ABAG Projections, the City would have to allow less development than is currently allowed under the existing General Plan and would require the City to redesignate substantial portions of land for less intensive development or as open space. That would be contrary to the objectives of the City and thus such an alternative is deemed not feasible.

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The 46 percent of cumulative growth due to development of the proposed General Plan would be about a     percent increase under the No Project Alternative [PBSJ comment: There is no VMT for buildout of the existing GP – so this % figure is unavailable].

11.10 On September 30, 2008, the Governor signed SB 375, which links government transportation funding, urban land use, and greenhouse gas reduction goals. The commenter’s summary of, and quotations from, SB 375 provides a general discussion of regional transportation plans (RTPs) and sustainable communities strategies (SCS).

The planning process for the proposed Pleasanton General Plan 2005-2025 has been on-going since April 2003. In contrast, the Metropolitan Transportation Commission (MTC), only recently, on December 19, 2008, released its *Draft Transportation 2035 Plan: Change in Motion* for public review and comment; the Association of Bay Area Governments’ (ABAG) *San Francisco Bay Area Draft Alternative Growth Scenarios to 2035 (Projections 2009: What If?)*, was only released for comment on November 25, 2008; and the California Environmental Protection Agency Air Resources Board (ARB) just on Dec. 11, 2008, adopted a Scoping Plan for the reduction of greenhouse gas emissions to 1990 levels by 2020 to implement AB 32.

The Commenter’s suggestion that the City’s proposed General Plan reflect the regional transportation plans and sustainable communities strategies discussed in SB 375 is premature and speculative, as MTC’s document and ABAG’s report, which are arguably the regional transportation plans and sustainable communities strategies described in SB 375, have only just been released in draft form and they are likely to be modified in response to public comment and CEQA processes associated with them. As the MTC, ABAG, and ARB documents are finalized, the City may undertake future modifications of its General Plan to incorporate provisions from these documents, where appropriate, subject to further environmental review.

[PBSJ Note to City: The following comments do not pertain directly to the adequacy of the Draft EIR; however, you may wish to include further explanation of SB 375 and its relationship to the City’s planning process.] It would be unreasonable for the City to suspend all planning activities in anticipation of such strategies, as it could be several years before the sustainable communities strategies are in place. Moreover, SB 375 does not take away land use planning jurisdiction from local municipalities. SB 375 states that a sustainable community strategy “does not regulate the use of land” and “nothing in a [sustainable community strategy] shall be interpreted as superseding or interfering with the exercise of the land use authority of cities and counties within the region” (California State Legislature, Assembly Committee on Local Government, August 19, 2008. Bill Analysis: SB 375, Summary, 21(a) and 21(b).)

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**Janice Stern**

**From:** Nelson Fialho  
**Sent:** 2008-12-05 15:40  
**To:** Janice Stern  
**Subject:** FW: General Plan DEIR Questions and Comments

FYI and follow-up... Nelson-

**From:** Matt Sullivan  
**Sent:** Friday, December 05, 2008 2:23 PM  
**To:** Nelson Fialho  
**Subject:** General Plan DEIR Questions and Comments

Nelson,

Here are my questions and comments on the DEIR for the new General Plan:

- 12.1 1. Transportation - New Program 1.6 on page 3.2-23 discusses a policy to connect regional arterials and widening Hiway 84 to four lanes as part of any decision to extend Stoneridge Dr. However, on page 3.2-2 it states that widening Hiway 84 to four lanes would not be modeled as part of the GP because it is not funded. It would seem that if we have a policy to extend Stoneridge that could be contingent on widening Hiway 84 we should understand the traffic impacts and should therefore include it, as well as the other referenced improvements, in the model.
- 12.2 2. Utilities - UT-1 doesn't reflect the potential reduction in water supply due to the Wanger decision or potential new legislation effecting the long term delta water supply. On page 3.5-13 there is mention of "temporary water shortages" due to environmental concerns, but the potential exists for longer term shortages due to environmental concerns with a result of over-pumping our groundwater supply (which is our current contingency plan). In addition, there is no mention of the potential effects of Climate Change on water supply or Zone 7 or Pleasanton contingency plans to deal with it. These comments also apply to Impact HY-2.
- 12.3 3. Utilities - UT-5 should address effects of additional waste diversion programs such as source-separated commercial recycling and commercial food waste composting. It should also discuss the ACWMA plans to adopt landfill bans and zero waste programs. Also, the reduction of greenhouse gas emissions based on composting food waste and recycling should be discussed/evaluated.
- 12.4 4. Hydrology - HY-4 states that stormwater drainage and flooding potential is a LTS impact and states that Zone 7 will use the Chain of Lakes for flood control. The Zone 7 SMMP, which is the long range plan for flood control, may be delayed due to downturn in Zone 7 revenue. The DEIR should evaluate the potential impact of storm water detention if the SMMP is delayed significantly.
- 12.5 5. Air Quality - AQ-6 states that the GP contribution to GHG emissions is LTS as the increase is "proportional to other jurisdictions". AB32 calls for significant reductions in GHG emissions. Explain how the DEIR and GP will comply with current of future potential AB32 requirements and/or potential CEQA challenges to the EIR or future projects from increasing GHG emissions.

Thanks!

Matt Sullivan  
Pleasanton City Council  
cell (415) 533-8164

2008-12-05

12. Matt Sullivan (letter dated December 5, 2008)

12.1 The linking of Stoneridge Drive extension to the construction of State Route 84 is identified in Program 1.6 on page 3.2-23, however, this policy is not yet in place and does include a funding mechanism for the State Route 84 project. To maintain a conservative approach to the traffic modeling process, the only regional projects that are included are the ones that have secured project funding. Any future widening of State Route 84 would likely improve traffic flow in Pleasanton.

12.2 CEQA does not require that a first tier program EIR—such as this one—identify with particularity the sources of water for second tier projects; that identification occurs when specific projects are considered. For purposes of first tier program EIRs, the environmental effects of obtaining water from various sources may be analyzed in general terms, without the need for a level of detail warranted for site specific projects. Water supply plans, by definition, are fluid and flexible and are subject to a host of ever changing factors—population, demographics, environmental restrictions, pollution, droughts, etc. Accordingly, no useful purpose would be served in attempting to identify specifically where all the sources of water will be for the General Plan buildout. So long the EIR identifies the current sources of water supply that would serve the General Plan buildout (including those sources under contract with Zone 7) and analyzes in general terms the availability and reliability of those sources, CEQA requires no more.

The DEIR recognizes that Zone 7’s entitlements to the State Water Project water, whether for itself or through Zone 7’s contract with the Byron Bethany Irrigation District or the Cawelo Water District, or other district is subject to change and in the near term, is likely to be less than its entitled amount. The DEIR also recognizes that Zone 7 cannot guarantee sustainable water supply for all projects beyond 2015 and may not be able to guarantee sustainable water supply before that time.

As discussed in the DEIR (see, for example, pages 3.5-14 and 3.5-15) the City’s policies, programs, and ordinances address these possibilities. Moreover, the Pleasanton Municipal Code, in Chapter 9.30, sets forth numerous water conservation measures that the City can employ during dry years and/or drought conditions. That chapter sets forth a staged contingency plan, including mandatory rationing and penalties for excess use, for individuals and businesses alike during times when water supply is short. The proposed General Plan likewise provides a number of programs at the City’s disposal to help conserve water (Water Element, Programs 1.1 – 1.14), as well as to ensure an adequate supply of water, as set forth in its Water Element, Programs 4.1 – 4.4.13, and many of its programs call for coordination with Zone 7. As to new projects, the City routinely imposes a standard condition of approval that provides that if adequate water is not available, then no building permit for the project would be issued.

Regarding potential effects of climate change on water supply, there is no known methodology to calculate such a change, and thus the EIR cannot quantify this. Climate change may result in more rainfall in some areas and less in others. At this time, the long-term impacts due to climate change in California are uncertain and thus unknown.

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12.3 The programs suggested by the commenter are not currently part of the proposed General Plan and therefore cannot be assumed in the impact analysis. Similarly, although the Alameda County Waste Management Authority may be considering landfill bans and zero waste programs, it would be speculative to base any impact analysis on these potential future plans.

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12.4 The re-use of the Chain of Lakes for storm water detention is the established policy of Zone 7; it is speculative to assume that the agency might not adapt these former quarries to serve as detention basins when this use is included in the water agency's capital improvements program. In any case, it is not within the scope of this EIR to address and mitigate potential, if unlikely, impacts that might be caused by the failure of another agency to fulfill an expected public safety project or infrastructure project.

12.5 The proposed General Plan includes several policies that would reduce greenhouse gas emissions as required by AB 32. This law calls upon the California Air Resources Board (CARB), the State agency charged with regulating statewide air quality, to design and implement emissions limits, regulations, and other measures, such that statewide greenhouse gas emissions are reduced to 1990 levels by 2020. Many of these actions would take place on a statewide level and are outside the control of the City. Nevertheless, the proposed General Plan contains numerous programmatic policies for addressing greenhouse gas emissions, and particularly within the Land Use and Air Quality Elements, it was determined that the proposed General Plan would have a less than significant impact relative to this issue. As the DEIR describes on page 3.10-14:

In addition to the policies and programs discussed above under Impacts AQ-1 and AQ-3, which would reduce emissions within the Planning Area, programs under Policy 6 of the Air Quality Element specifically address reduction of greenhouse gases through energy efficiency, conservation, and the use of renewable resources. Projects under the proposed General Plan would also be required by State law to meet Title 24 energy efficiency standards and by the City to meet its *Green Building Ordinance*, both of which would help to reduce future energy demand.

As discussed in Response to Comment 11.6, the proposed General Plan programs and policies are expected to substantially reduce emissions associated with future development; however the reductions associated with proposed General Plan policies cannot be quantified as specific emissions, nor were they estimated in order to generate programmatic policies. Regardless, it is reasonable to assume that the proposed General Plan policies would result in a substantial reduction in greenhouse gas emissions below the worst-case baseline (of a net increase of 362,000 tons of CO<sub>2</sub>-eq/year) reported in the DEIR. See also Response to Comment 11.5 for additional explanation.

**MORRISON | FOERSTER**

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To:

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Janice Stern, Principal Planner City of Pleasanton, Planning Dept.	925 931-5483	925 931-5600
cc: Brian Dolan Jerry Iserson		

FROM: David A. Gold

DATE: December 5, 2008

Number of pages with cover page:	4	
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Comments:

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December 5, 2008

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Principal Planner  
City of Pleasanton  
Planning Department  
200 Old Bernal Avenue  
Pleasanton, CA 94566

*Via Facsimile (925) 931-5483*

Re: CarrAmerica Corporate Campus Comments to the Proposed Pleasanton General Plan 2005-2025 DEIR

Dear Janice:

On behalf of our clients, Equity Office/RREEF, the owners of the CarrAmerica Corporate Center located within the Hacienda Business Park (the "Existing Campus"), we are pleased to submit comments to the City's DEIR (the "GPU DEIR") for its proposed Pleasanton General Plan 2005-2025 dated September 2008 (the "GPU 2025").

The Existing Campus was developed in the mid-1980's as an exclusively office campus project consisting of approximately 1 million sq. ft. of Class A office buildings, with a large scale corporate conference center and cafeteria facilities on an approximately 60 acre site. As was customary during this period, the Existing Campus was initially developed at a low .4 FAR density with substantial acres devoted to surface parking.

In view of the currently underutilized land use pattern of the Existing Campus, and the opening of the Dublin-Pleasanton BART station in 1996, during the last 3 years our clients have engaged in a pre-application planning process aimed at constructively reusing its infill site in a manner which would reflect a more compact and sustainable development pattern. This process has included presentations at a workshop before the Planning Commission during 2007 and before a joint Planning Commission-City Council workshop on August 27, 2008. While formal applications have not been submitted at this time, City staff reports covering these presentations have indicated that our clients intend to propose that substantial portions of the acreage currently devoted to surface parking be converted to parking structures and mixed use commercial, hotel and community serving retail uses totaling approximately 580,000 sq. ft. (the "Future Carr Project"). The Future Carr Project

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Jerry Iserson  
December 5, 2008  
Page Two

contemplates a more contemporary .6 FAR, consisting of the Existing Campus uses and approximately 480,000 sq. ft. of office uses, a 130 room hotel and approximately 10,000 sq.ft. of community serving retail uses.

With this background in mind, our client is supportive of the City's new land use and sustainable development policies reflected within its draft GPU 2025, and analyzed in the GPU DEIR. Based on our review of the GPU DEIR and our frequent discussions with City Staff, we seek to confirm various understandings concerning the GPU DEIR analysis, as follows:

1. First, while we recognize that the GPU DEIR is a programmatic document which does not analyze specific projects, it appears that the GPU DEIR analysis has correctly assumed the existing build out of the Existing Campus within its baseline.
2. Also, as the City has confirmed on numerous occasions in staff reports and at public hearings, the Future Carr Project is a non-residential project which is consistent with the City's existing 1996 General Plan and also the level of Mixed Use development assumed in the GPU 2025. In view of the reasonably foreseeable nature of the Future Carr Project within the last few years, it appears that the GPU DEIR has appropriately analyzed the incremental impacts of the Future Carr Project as a cumulative project within the cumulative development scenario, as discussed in Section 4.5 of the GPU DEIR. This section states that "...the cumulative development scenario and its impacts are assumed to occur with or without implementation of the proposed General Plan." GPU DEIR at page 4-4.
3. Next, we applaud the City for proposing to redesignate most of the Hacienda Business Park, including our clients' site as Mixed Use, from its existing "Business Park" designation. This will further greater vitality and create incentives to establish pedestrian linkages within Hacienda, including the CarrAmerica Corporate Center. We are pleased that the Mixed Use definition on page 2-21 of the GPU 2025 now expressly identifies hotel uses within the Mixed Use definition. At a programmatic level, this should mean that the GPU DEIR has assumed hotel uses are appropriate Mixed Uses within its GPU "project" analysis.
4. Confirming earlier communications, we understand that Table 2-3 entitled "General Plan Densities" (GPU DEIR page 2-13, and GPU 2025 at page 2-16) confirms that the Future Carr Project is comfortably within the allowable density ranges for a Mixed Use project under the GPU 2025. Accordingly, the densities of the Future Carr Project, appear within the impact analysis assumed at a

13.1

## MORRISON | FOERSTER

Jerry Iserson  
December 5, 2008  
Page Three

13.1  
(cont'd)

programmatic level within the GPU DEIR. The .6 FAR of the Future Carr Project is clearly well within the existing 1996 General Plan allowable FAR and also is far below the 1.5 FAR maximum provided in the GPU 2025, as indicated on Table 2-3. Given that the existing Hacienda PUD zoning FAR cap is below this General Plan 1.5 FAR maximum density, and that our client currently contemplates a PUD Modification as part of its Future Carr Project applications; we request the following minor clarification as an Errata to Table 2-3, Footnote a, in both the GPU 2025 and GPU DEIR: "(a) This will be based on a planned unit development (PUD) or Specific Plan, as either may be amended from time to time, subject to the 150% maximum FAR".

5. Finally, consistent with the above, at a programmatic level of analysis, we understand that the impacts of the additional densities in the Future Carr Project have been addressed and assumed with the GPU DEIR, as part of the "project" and the Concentrated Residential/Mixed Use Alternative (Alternative 3 discussed in GPU DEIR Section 5). We understand this is accurate even if the BRE and WP Carey sites ultimately convert their existing office entitlements to residential.

Thank you for the opportunity to present these clarifications regarding the GPU DEIR.

Sincerely,



David A. Gold

cc: Brian Dolan  
Jerry Iserson  
James Paxson  
Matt Edwards  
Steve George  
Marty Inderbitzen

13. **David Gold, Morrison & Foerster (letter dated December 5, 2008)**

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13.1 These comments are noted. Footnote “a” in Table 2-3 [on page 2-13](#) of the DEIR [is changed](#) to read: “This will be based on a planned unit development (PUD) or Specific Plan, as either may be amended from time to time, subject to the 150 percent maximum floor area ratio (FAR).””

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**Janice Stern**

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**From:** Kay Ayala [kayala1@sbcglobal.net]  
**Sent:** 2008-12-05 16:46  
**To:** Janice Stern  
**Subject:** DEIR comments

- 14.1 1) I share the concerns of the City of Livermore regarding additional residential development in Staples Ranch. Does the Noise Study initiated and released in May 2003 by the City of Pleasanton support additional residential uses in this area?
- 14.2 2) The rezoning of Hacienda to Mixed Use does not adequately address traffic circulation issues. Was the Pleasanton School District asked to comment on this use change?
- 14.3
- 14.4 3) Are the present medical and retirement benefits fiscally sustainable?
- 14.5 4) Do traffic studies support the proposed redesignation of the Applied Biosystems site to Business Park?
- 14.6 5) If LOS C (not D) became the acceptable service level, how would the traffic circulation change?
- 14.7 6) Was the Chain of Lakes concept considered on the east side of the city?
- 14.8 7) Was the Pleasanton School District asked to comment on this DEIR?
- 14.9 8) During the 1996 General Plan update, tables showed existing units at 25,246. Table S-3 shows 25,183 units in 2005. How is this possible.

Thank you for the opportunity to comment.

Kay Ayala

**14 Kay Ayala (letter dated December 5, 2008)**

14.1 The City of Livermore wrote in response to the proposed General Plan DEIR scoping period on February 3, 2006, which was prior to much of the work on the Staples Ranch Specific Plan Amendment and the preparation of the Staples Ranch Environmental Impact Report. At the time, the City of Livermore commented on the Staples Ranch DEIR (letter dated June 4, 2008, from Ms. Susan Frost) that it did not express concern regarding the proposed residential development on Staples Ranch. Rather, it acknowledged the Cost Sharing Agreement (related to infrastructure) and the Pre-Development and Cooperation Agreement for the El Charro Specific Plan and the Staples Ranch project (related to the planned improvements to El Charro Road and the El Charro interchange) which the cities of Pleasanton and Livermore had entered into to facilitate the development of both the Staples Ranch property and the property to the east in the City of Livermore.

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Recommendation # 6 of the May 28, 2003 Livermore Municipal Airport Altitude and Noise Study is a recommendation to ensure continued implementation of land use compatibility controls concerning aircraft noise in the City of Pleasanton. Implementation of this recommendation was: "Continued application of the Noise Element of the City of Pleasanton General Plan and the Stoneridge Drive Specific Plan, by the City of Pleasanton." The Staples Ranch development and other future development covered by the Pleasanton General Plan will be subject to these policies and programs.

14.2 The traffic analysis prepared for the proposed General Plan and alternatives modeled the anticipated buildout of office and commercial development in the Hacienda Business Park, as well as a range of additional residential units reflecting the mixed-use designation for Hacienda. The traffic analysis showed that with anticipated improvements, intersections within the area would operate at or above City standards for level of service. The proposed General Plan, including the re-designation of Hacienda Business Park to Mixed Use, would not result in any traffic impacts that could not be mitigated to a less-than-significant level. Thus the proposed General Plan adequately addresses traffic circulation issues.

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14.3 City staff discussed the proposed General Plan and the land use alternatives analyzed in the Draft Environmental Impact Report with Pleasanton Unified School District staff and at two meetings with the school district Board. The Board provided comment on the alternatives to the City.

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14.4 CEQA does not require that an EIR analyze fiscal impacts. This comment will be addressed with other comments on the Draft General Plan. [See also Response to Comment 4.3.](#)

14.5 The proposed General Plan would re-designate the Applied Biosystems site from General and Limited Industrial to Business Park. This change is being proposed because the Business Park designation better reflects the Applied Biosystems developed compared to the General and Limited Industrial designation. The re-designation of the site to Business Park would result in no physical change to the site and it would not allow more development than the current General and Limited Industrial designation currently allows. However, since there is an approved development plan for

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the site, the traffic analysis is based on that approved plan rather than a generic industrial or business park use.

14.6 Raising the traffic level of service from D to C was not a proposal in the [proposed](#) General Plan and therefore was not analyzed in the [DEIR](#).

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14.7 The Chain of Lakes concept describes the use of several interconnected former gravel pits in the East Pleasanton area for the purposes of water management including stormwater management, groundwater recharge, flood control, bird habitat, and limited recreation. Zone 7 Water Agency is in the process of acquiring the lakes and will be the agency primarily responsible for managing this resource. A more detailed description of this area is found in the Water Element of the Draft General Plan. Zone 7 Water Agency will be a participant in the future East Pleasanton Specific Plan process. The lakes within the future Specific Plan area are proposed to be designated Water Management and Recreation. The Chain of Lakes concept is still part of the East Pleasanton area and will be refined with the preparation of the East Pleasanton Specific Plan. [See also Response to Comment 12.4.](#)

14.8 A copy of the [DEIR](#) and the [proposed](#) General Plan were provided to the Pleasanton Unified School District.

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14.9 Both the 1996 General Plan (on [page](#) II-1) and the Draft Environmental Impact Report (on Table 1, [page](#) 17) show a figure of 21,180 housing units as of 1995, which is the base year for the 1996 General Plan. [City staff](#) did not find the 25,246 number in either of these documents.

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Questions via e-mail from Council member Cindy McQueen

Questions for Draft EIR

12/6/08

Summary:

Proposed Land Use Map Changes

- 15.1
1. On page S-5, Hacienda is proposed to change from a Business Park designation to Mixed Use? I asked staff if the Business Park designation allows Mixed Use except for residential and was told yes. Since TOD is proposed for the BART Station area and no where else in Hacienda, why don't we keep the Business Park designation for the rest of Hacienda? Are we really proposing residential be allowed in all areas of the Business Park?
  2. Applied Biosystems campus on Sunol being proposed to change from General and Limited Industrial to Business Park. Would this allow Applied Biosystems to sell land or apply to use their land for other development including all mixed uses except residential? (pg S-5)
  3. East Pleasanton Specific Plan Area (pg S-5), proposes change from Sand and Gravel to Specific Plan Area and specifically states High Density Residential. For the City to have flexibility in approving residential development in this area, should we also propose Medium Density Residential for the Specific Plan?

- 15.2
- Table S-1 Land Use Acreage
1. Will this table change with the passage of Measure PP? Will the developable acreage decrease?

Table S-2

Air Quality and Climate Change:

- 15.3
1. AQ-1 shows an impact as SU which is Significant Unavoidable. Are there ways to reduce the effect of the possible increase in business development in Pleasanton? Would TOD in the Hacienda Business Park or requiring Business Parks to develop employee transit plans and support linkages to public transit help?

Table S-4

- 15.4
1. Staples Ranch shows 240 units of residential development in two of the scenarios. Will this number change after implementing Measure PP?

Chapter 2:

Page 2-11

- 15.5
1. Here again we are discussing Hacienda as Mixed Use. Do we really need to change the entire Business Park to include residential when we are only discussing TOD within a half mile of the BART Station? How will we measure the half mile radius

15.5  
(cont'd)

- determine which properties will be involved in the possible TOD?
2. Which two parcels owned by the San Francisco Water District are to be changed to Happy Valley Specific Plan Low Density Residential?

Page 2-12

15.6

1. Under General Plan Buildout there is a discussion about commercial, office, industrial and other employment generation land with 32 million square feet of building floor area supporting 88,000 jobs versus 35 million square feet supporting 109,000 jobs depending on development in East Pleasanton. This works out to a different of 3 million sq feet and 21,000 jobs. How was this assumption formulated? I see Table 2-4 on page 2-14 so workplace type must have been broken down to specific type with jobs assigned. What does it look like?

Page 2-14

15.7

2. Land Use Element under bullet two again mentions land use designation 1) Mixed Use (enabling mixed-use development around the city's existing and future BART station.) If this is what the new designation means, should Hacienda be re-designated as Mixed Use for the entire Business Park by this definition?

Page 2-16

Public Safety Element

15.8

3. Bullet three discusses changing the emergency response time to within seven minutes. What was this changed from in the 1996 General Plan? Has Kaiser, Valley Care or other medical doctors reviewed this change for a medical opinion of the impact of this change? If not, could there be a written medical opinion of the needed emergency response time?

Chapter 3:

15.9

4. Existing Land Use on page 3.1-1 shows two categories for Low Density. Why are there two categories and how do we know which one is in place when reviewing Low Density within the General Plan?

15.10

5. Page 3.1-5 discusses the 46 acre Merritt property. What definition is used to describe Unique Farmland? Same question for Prime Farmland and Farmland of Statewide Importance? When did the metal fabrication business exist and what portion of the property is still contaminated?

15.11

6. Page 3.1-8 number 5 bullet discusses property near Sunol Road owned by S.F. Water District. The City of Pleasanton is changing the land use designation from Parks and Recreation to Open Space, Agriculture and Grazing. Is this being done at the owner's request and if not, why was the change made? Is this different land than the two parcel placed in the Happy Valley Specific Plan that would allow some residential units?

- 15.12 7. Page 3.1-12, LU-4 discusses conflicts and incompatibility between existing agricultural uses and proposed non agricultural land use. Are there any goals within the General Plan besides those listed on page 3.1-13 to maintain and keep agricultural lands within an Agricultural land use category within the city?
- 15.13 8. Currently the Merritt Property is designated as low density residential so does that mean it is no longer considered as farm land by the state?
- 15.14 9. To keep agricultural land within the city limits of Pleasanton, should we look at this land use more closely to identify other areas to keep as agricultural to keep the diversity of land use in our city?
- 15.15 10. LU-5 discusses 90 acres of Williamson Act land to be in the City's existing limit line. Which property is this?

### 3.2 Transportation

- 15.16 11. Page 3.2.2 states that only fully funded projects identified in the Triangle Study have been included in the traffic model (discussed below in Methodology etc.) This section does not occur until page 3.2-10. This could be confusing to residents that do not usually read this type of document. I have quickly reviewed this section and I don't see a section that list the improvements that were fully funded. Could you please direct me to the section where I might find this listing?
- 15.17 12. Page 3.2-8 discusses the RAPID route. It has been changed to establish a new route that goes to the Dublin side of the BART station. Should this be changed for the Final EIR or changed in the final General Plan document?
- 15.18 13. Page 3.2-23, bullet 5, Program 1.7: Discusses if the General Plan is amended to include West Los Positas interchange with I-680 to allow referendum. It allows 30 days for signature gathering. First, this interchange is removed from the General Plan correct? This statement allows the citizens the opportunity to have a year to circulate an initiative, is that correct?

Letters at end:

- 15.19 EBRP District
  - 1. Did the General Plan update and the EIR address any potential impacts to existing and planned regional park and trail facilities and is it consistent with the District's 1997 Master Plan?
- Bay Area Quality Management District
  - 2. Did this DEIR address all the issues discussed in this letter? If not, what was not addressed and why?
- Alameda County Congestion Management Agency
  - 3. Did the DEIR address all the issues discussed in this letter? If not, what was not addressed and why?

15.19  
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Department of Conservation

4. Did the DEIR address all the issues discussed in this letter? If not, what was not addressed and why?

Zone 7

5. Did the DEIR address all the issues discussed in this letter? If not, what was not addressed and why?

Dept of Transportation

6. Did the DEIR address all the issues discussed in this letter? If not, what was not addressed and why?

City of Livermore

7. Did the "Livermore Municipal Airport Altitude and Noise Study" released in May 2003 support only non residential uses in the portion of the Staples Ranch area where the senior housing is located as stated in this letter?
8. They are also talking about Regional Flood Control in east Pleasanton and if we are consistent with Zone 7's SMMP. Have we addressed this concern in the DEIR?

Letter from Mr. Astbury

9. Will we be revising the definition of gross developable acres since Measure PP passed?

**15. Cindy McGovern (letter dated December 5, 2008)**

15.1 These comments are on the proposed General Plan and will be addressed in a separate document.

15.2 Table S-1 shows the proposed General Plan land use acreage, i.e. the number of acres of land designated in each of the land use categories. The passage of *Measure PP* does not change the land use designations. This table does not identify *developable* acres; that is generally done as part of the development review process.

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15.3 See Response to Comment 2.12 [PBSJ comment: The original didn't specify which comment but I don't see which other one applies to the E. Pleasanton SP?]

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15.4 Although the City Council will make a final decision on the number of residential units on Staples Ranch that will count towards the cap, on the basis of the discussion at the City Council meeting on December 16, 2008, staff believes that counting residential units based on proportionate impacts (which is how the 240 units was determined) is consistent with *Measure PP* and *Measure QQ*.

15.5 These comments are on the proposed General Plan and are addressed in a separate document.

15.6 The revised numbers of jobs related to buildout of the existing (1996) General Plan (now 90,400 jobs) and buildout of the proposed General Plan (96,500 jobs) is shown in Response to Comment 2.3 and its corresponding table. The various land use scenarios for the East Pleasanton Specific Plan area are “placeholders” only, and actual planned development will be determined through the Specific Plan process. The development assumptions used in the Proposed General Plan and alternatives were based on parcel sizes and average densities used for holding capacity (Table 2-3 of the proposed General Plan). The apportionment of land to the various land use designations (General and Limited Industrial, Business Park, Retail, etc.) was based to some extent on development concepts brought forward by the major land owners and discussed with the City Council and Planning Commission at a Joint Workshop in January 2006, and somewhat on feedback from the City Council regarding the number of residential units that should be shown as a “placeholder” in this area. As described in Responses to Comments 2.3 and 2.9 (Communication of Nancy Allen), approximately 10,000 jobs would be generated using these assumptions.

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15.7 These comments are on the proposed General Plan. See the separate document which addresses comments on the proposed General Plan.

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15.8 The City has not changed the standard for responding to fires. Response time remains at 5-minutes, the same as before. However, the City now looks at the total reflex time as discussed on page 5-17 of the proposed General Plan:

“ . . . There is no common definition among American fire agencies as to what comprises response time – some agencies measure it from the time of 911 call answer, others from the time the fire crew is notified, and still others from the time the fire engine is actually rolling. All agree to stop the measure when the unit arrives at the curb at the emergency location. The current best practice, (also adopted by the LPPD) is to measure *total reflex time* and define it as the time from the answer of the 911 call to the fire vehicle/equipment

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stopping at the scene. This is the time the customer perceives from the 911 call to help arriving.

A seven-minute total reflex time measure is comprised of five-minutes travel time, plus one-minute for dispatch processing and one minute for the crew to get dressed in protective clothing and start the engine rolling. Prior to consolidation, both cities used a five minute average response time measure that was usually defined as travel minutes, not total reflex.

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The majority of the city lies within a five-minute travel time from one of the five fire stations. The City requires developments located outside the five-minute travel time or located in Special Fire Protection Areas . . . to provide additional fire mitigation measures which include, at a minimum, automatic fire sprinkler systems."

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15.9 These comments are on the proposed General Plan and will be addressed in a separate document.

15.10 The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) determines whether soil meets the physical and chemical criteria for Unique Farmland, Prime Farmland, and Farmland of Statewide Importance. The proposed General Plan summarizes the definitions for these farmland types on pages 7-26 to 7-28 as follows:

*"Prime Farmland*

"Prime Farmland has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and is also available for these uses. Prime Farmland has the soil quality, growing season, and moisture supply needed to produce sustained high yields of crops when treated and managed according to acceptable farming methods. Land must have been recently used for irrigated agricultural production to be considered Prime Farmland.

*"Farmland of Statewide Importance*

"Farmland of Statewide Importance is similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been recently used for irrigated agricultural production to be considered Farmland of Statewide Importance.

*"Unique Farmland*

"Unique Farmland consists of lesser quality soils than those in either Prime Farmland or Farmland of Statewide Importance. This farm-land has a special combination of unique characteristics needed to economically produce sustained high yields of a specific crop, such as grapes in vineyards. This land is usually irrigated, but may include non-irrigated lands."

Regarding the contamination of this property, it is listed on Table 3.13-1 (page 3.13-5 of the DEIR), as the last site in the table (Ponderosa Homes, 4131 Foothill Road). The following site history is noted in the Department of Toxic Substances Control Envirostor website:<sup>5</sup>

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"Recent investigation of the soil, soil vapor and ground water indicate chlorinated volatile organic chemicals (VOCs) were not detected in an area where they were detected in 1993 and 1998. Soil vapor samples collected in June 2007 detected VOCs below the California

<sup>5</sup> [PBS&J Q: What's the link for this?]

Human Health Screening Levels (CHHSLs). Organochlorine pesticides were detected in one soil sample out of 24, collected in June 2007, above residential Environmental Screening Levels (ESLs) and CHHSLs.”

15.11 The Property near Pleasanton-Sunol Road that is owned by the San Francisco Water District is currently designated as Open Space, Parks and Recreation. However, no park is planned for the site and thus City staff has proposed that this property be changed to Open Space, Agricultural and Grazing. This proposed change would keep the property as open space, which is appropriate as it is located outside of the urban growth boundary where development is not allowed. This property differs from the two nearby parcels placed in the Happy Valley Specific Plan that are located within the urban growth boundary and thus may appropriately allow residential units.

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15.12 These comments are on the proposed General Plan and are addressed in a separate document.

15.13 The farmland designation is not affected by the General Plan designation; rather it is based on soil type, use of the site, whether existing agriculture is irrigated, and the like. At the time a project is proposed for the site, the project sponsor would need to resolve this issue with the California Department of Conservation.

15.14 These comments are on the proposed General Plan and are addressed in a separate document on the plan. Note that most of the city, including the Merritt property, is located within the urban growth boundary, where the City encourages infill development. The City generally encourages agricultural land uses outside of the urban growth boundary.

15.15 See Figure 7-6, “Farmland and Williamson Act Lands,” in the proposed General Plan which shows the location of the 90 acres of *Williamson Act* land that is within the City Limits. This property is owned by Foley Ranches.

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15.16 The list of regional improvements is not in the EIR document, but has been included **in the attached modeling document. [PBS&J Q - Where is the attachment?]** The Funded regional projects were also added to the assumed regional Year 2030 roadway network including:

- i. An HOV lane on eastbound I-580 from Hacienda to Greenville Road.
- ii. Isabel at I-580 Interchange
- iii. Isabel/Route 84 widening to 4 lanes from Pigeon Pass to Stanley, and 6 lanes from Stanley to I-580
- iv. Dublin Boulevard extension to Livermore as 6-lane divided roadway with a 4-lane section through the unincorporated area.
- v. Jack London extension to El Charro Road as a 4-lane roadway.
- vi. El Charro Road widening to 6 lanes from I-580 to Jack London
- vii. East Dublin Properties roadway network
- viii. New Livermore General Plan roadway network including only 2 lanes on First Street through downtown.
- ix. An HOV lane on north 680 from Milpitas to SR 84

15.17 While the first phase of the RAPID project will be using Dublin instead of Pleasanton, there are improvements to the 10 line envisioned as part of the RAPID project. The fourth paragraph on page 3.2-8 regarding RAPID is modified in the DEIR in the following manner:

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**RAPID.** The Livermore Amador Valley Transit Authority currently plans a ~~new~~ modified Route 10 Bus Rapid Transit project (RAPID) along ~~its existing~~ the Livermore segments of Route 10. Route 10 runs from the Pleasanton/Dublin BART station to the Lawrence Livermore and Sandia National Laboratories. The RAPID service would substantially reduce commute times along this line. The first phase of this project will provide a modified route that runs from Lawrence Livermore Lab to Stanley Boulevard. The RAPID route will then use Isabel Avenue and Jack London Boulevard to access El Charro Road and Dublin Boulevard to the Dublin/Pleasanton BART Station. Other improvements along the existing Route 10 line through Pleasanton include the creation of queue jumping lanes for buses and signal priority to allow for the extension of the green lights for the Route 10 buses.

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15.18 The proposed General Plan ~~deletes~~ the interchange from the General Plan Map. Program 1.7 in the proposed General Plan addresses what would happen if, in the future, Council decided to place the interchange back on the General Plan Map. First of all, even though not expressed in Program 1.7, any amendment to the proposed General Plan, such as placing this interchange on the General Plan Map, would be a legislative act and therefore would be subject to referendum. Second, if the interchange were once again on the General Plan Map and if the City Council then voted to construct the interchange, it would do so conditionally, in order to allow residents the opportunity to circulate an initiative measure to (once again) delete the interchange from the proposed General Plan. Depending on the circumstances, construction could be delayed until after a city wide election were held, assuming citizens were able to qualify an initiative measure for the ballot. On the other hand, if citizens did not file a Notice of Intent to circulate an initiative petition within 30 days of the City Council's decision to construct the interchange, construction could proceed immediately. The process is described in greater detail in Program 1.7 of the Circulation Element. Of course, this process is in draft form. The City Council could modify the process or delete it in its entirety. In addition, future City Councils could amend these programs.

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15.19 In response to the Notice of Preparation for the proposed General Plan EIR, several agencies requested analyses of various issues. Staff has attempted to address all of the issues and concerns that agencies raised in the DEIR. During the comment phase on the DEIR, these same agencies had the opportunity to inform the City whether their concerns had been adequately addressed and also to raise additional concerns. This document contains responses to all of the comments from agencies and individuals on the DEIR.

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Regarding the EBRPD letter, the proposed General Plan and EIR are consistent with the District's 2007 Master Plan and will be updated to reflect a recent acquisition in the Sunol area.

Regarding the Livermore Municipal Airport Altitude and Noise Study from May 2003, please refer to Response to Comment 14.1.

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Regarding consistency between the proposed General Plan and regional flood control in east Pleasanton, as noted in Zone 7's letter, modeling and a determination of impacts would take place at the time a proposal for development was submitted.

15.20 Regarding the letter from Mr. Astbury, this comment is related to the [proposed](#) General Plan and will be addressed in a separate document.

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**Janice Stern**

**From:** Anne Fox [anne\_fox@comcast.net]  
**Sent:** 2008-12-05 16:59  
**To:** Janice Stern  
**Cc:** Maria Hoey  
**Subject:** Comments DEIR -- General Plan (part 1)

I'm sending the first 20 questions to you.

Thanks  
 Anne

- 16.1 1. During the 1996 General Plan Update, Livermore commented "City staff supports the proposal to utilize the quarry lands as an urban separator between Livermore and Pleasanton. Future land uses of agriculture, recreation, open space, water management, and wildlife habitat, as opposed to residential, are appropriate given the proximity of the Livermore Municipal Airport and Livermore's goals for community separation." Why then for East Pleasanton (including Chain of Lakes) on p. 3.11-5, does this include land use designations such as **High Density Residential, Business Park, General and Limited Industrial, Commercial, and Public and Institutional**? It was envisioned in 1996 and in the discussions in the General Plan by the Planning Commission as an area for parks and recreation.
- 16.2 2. City staff concluded in the Planning Commission DEIR review meeting that the greatest contributor to the decreased Air Quality in Pleasanton via the buildout General Plan was due to Commercial/Office/Retail development envisioned in the quarry land area? I do not recall that the City Council or the Planning Commission or the 1996 General Plan Steering Committee envisioned the quarry land to be intensive Commercial/Office/Retail development. At one point it was designated "Water Management and Recreation" by the city staff. How did this get changed to Commercial/Office/Retail/Residential?
- 16.3 2. During the 1996 General Plan update, the DEIR comments focused on some of the consistencies and inconsistencies with the Alameda County East Area Plan (ECAP) (p. 23 and onward). Given that Measure D changed the East County Area Plan, please define all of the inconsistencies between the land use policies and land use designations of the Pleasanton GP and the ECAS as modified by Measure D.
- 16.4 4. During the 1996 GP process, the Alameda County Public Works Agency asked the city of Pleasanton to reflect in its own General Plan that the county supported construction of multiple use trails along the "Iron Horse" trail in the rights of way only with the assurance that public transit use will also be provided within the corridor. Given that the County proposed diesel trains as a shared use along the Iron Horse Trail in multiple Tri-Valley cities in 2003, please provide details on whether the Iron Horse trail and related trails are pedestrian/recreational only trails or are envisioned to also provide mass transit capabilities along it in the future. Please also describe the potential environmental impacts if the right-of-way includes mass transit capabilities or light rail capabilities.
- 16.5 5. Regarding the Mixed Use designation, please define traffic impacts from outside the city vs. inside the city and how this impacts the total traffic picture. For example, in the 1996 GP comments, BART commented:  
 "The Land Use Goals, Policies, and Programs call for High Density Residential Development near the East Dublin/Pleasanton BART station. While housing always compliments a BART station area, commercial development must be promoted as well. **Large scale office developments near the BART station will make the greatest contribution to reducing traffic from outside the city.**"
- 16.6 6. Inadequate parking at BART stations: Residents report that the Dublin/Pleasanton parking lots for BART fill at an early hour, forcing Pleasanton residents and other residents from outside the area to exit I-580 looking for parking at BART, then returning to I-580 to drive to the Bayfair station where parking is available. Please provide an analysis of parking that will be provided at each BART station in Pleasanton (East and West).

2008-12-05

- 16.7 7. Please provide a BART parking needs assessment with and without a future BART to Livermore station.
- 16.8 8. Please provide charts similar to the 1996 DEIR for Comparison of Allowable Residential Development and Comparison of Allowable Commercial Office and Industrial Development based on the proposed general plan and the 1996 General Plan (p.19-21).
- 16.9 9. The previous DEIR for the 1996 General Plan was organized by each element of the General Plan. The format and organization for the proposed General Plan DEIR is confusing since it does not map to each element.
- 16.10 10. Please provide a rationale for changing the Hacienda Business Park designation from Business Park to Mixed Use. If it were to remain Business Park, what would the net environmental impact be? Please provide an explanation as to why the city is accommodating "residential units over and above the 333 units "allocated" to this area" (p. S-5, 2-11, etc). Please provide two options for the General Plan, one which keeps Hacienda Business Park as Business Park and the other as Mixed Use, similar to the 1996 General Plan with the 'property owners' option, Alternative 4.
- 16.11 11. Please provide a rationale for changing Applied Biosystems from General and Limited Industrial to Business Park. Is more intense development envisioned there?
- 16.12 12. Please provide a net change table on p. S-4 from the 1996 General Plan which shows proposed General Plan Land Use Acreage from the 1996 General Plan, what has been built, and the proposed General Plan.
- 16.13 13. If the Hacienda Business Park is changed to Mixed Use, isn't this by default going to result in land use conflicts and incompatibility between existing and proposed land use? Why is LU-2 marked as insignificant then?
- 16.14 14. Isn't Staples Ranch considered agricultural land in the county plan? If so, wouldn't this need to be included under LU-6?
- 16.15 15. For alternative 3 on p. S-21, it states "in this alternative, there are no residential units counted towards the cap in the Staples Ranch area." If the residential units are housing units as defined by Measure PP, which obtained a higher number of votes in the Nov. 2008 election, they must be counted toward the cap. Please explain the concept of having residential units in Staples Ranch and excluding them from being counted towards the cap. Do you mean there are no residential units at all or there are residential units that are not counted against the housing cap?
- 16.16 16. I am confused by the Land Use Designation in the Staples Ranch area map on Figure 2-3. The diagonal stripe with thick brown lines is not in the legend. What is this designation supposed to be and what was the designation in the 1989 Stoneridge Drive Specific Plan?
- 16.17 17. Please clarify the Urban Growth Boundary on Figure 2-3 vs. the Planning Area and the two lakes in the Chain of Lakes that appear to be outside the Urban Growth Boundary but inside the Planning Area. Also these seem to be within the Specific Plan Area.
- 16.18 18. Oak Grove and the legend on Figure 2-3 is confusing. Was this not changed from RDR to LDR? The lots are not 5 acre lot minimums. Please clarify why this is shown in yellow under RDR.
- 16.19 19. What does the superscript 1 on p. 3.2-17 signify?
- 16.20 20. I do not understand why PS-2 Development near the Urban Growth Boundary associated with buildout of the proposed General Plan would not increase risk from wildland fires due to new development's proximity to open space areas composed of chaparral or grassland is listed as less than significant (3.4-9). New fire facilities or access roads may be required in order to mitigate the risks.

**Janice Stern**

**From:** Anne Fox [anne\_fox@comcast.net]  
**Sent:** 2008-12-05 17:25  
**To:** Janice Stern  
**Cc:** Maria Hoey  
**Subject:** Part II of DEIR questions

Questions 21 - 24 are related to Hydrology and Water Quality:

- 16.21 21. Does development within 100 feet of existing arroyos expose Pleasanton with additional water contamination risks?
- 16.22 22. Given the Del Valle inundation map, does residential development within 100 feet of existing arroyos expose Pleasanton residents to flood risks if there is catastrophic failure of the dam and sudden flooding?
- 16.23 23. Given the Del Valle inundation map, does development of proposed convalescent facilities within 100 feet of existing arroyos expose Pleasanton residents to flood risks if there is catastrophic failure of the dam and sudden flooding?
- 16.24 24. Do gated communities which may have walls that are structures that would impede or redirect flood flows within the 100 year flood hazard area or inundation map area pose a risk of loss, injury or death?
- 16.25 25. Regarding Appendix B on p. 7 and the Housing Cap, please revise this based on the definition of a housing unit per Measure PP.
- 16.26 26. Please discuss potential widening of the APA and the noise impacts and hazards related to residential housing within and directly adjacent to the APA. The Master Plan for Livermore Airport discussed increasing the size of the APA from 1/2 mile to 1 mile in either direction.
- 16.27 27. Please expand on the discussion of Cumulative Impacts that include discussions of cut-through traffic.
- 16.28 28. The 1996 General Plan discussed having an General Plan amendment require 4 votes of the City Council, rather than a majority. Can the city staff put together an exhibit showing how many General Plan amendments have been processed from 1996 to the present and discuss impacts related to overriding General Plan policies.
- 16.29 29. Regarding child care facilities or convalescent facilities (sensitive receptors), please discuss environmental impacts of locating these facilities near industrial areas that may have air quality issues or excess noise or areas adjacent to high traffic freeways, airports, etc.
- 16.30 30. Please include a General Plan policy that child care facilities located within Pleasanton will comply with minimum state standards and health standards.
- 16.31 31. Please define the "taller structures" referred to on p.11-2. Please describe the visual impact of proposed "taller structures."

2008-12-05

**16. Anne Fox (letter dated December 5, 2008)**

16.1 These comments are on the proposed General Plan and are addressed in a separate document.

16.2 City staff has not concluded that the greatest contributor to decreased air quality in Pleasanton is due to development in the quarry area. Buildout of the proposed General Plan would not lead to any significant air emission effects due to buildout anywhere in the Planning Area. The proposed General Plan designates Cope Lake and Lakes I and J as Water Management and Recreation, as discussed previously with the Planning Commission and City Council. The potential for development on land to the north, south, and west of these lakes will be explored in a future specific plan which will be subject to a project-specific environmental review.

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16.3 *Measure D* changed the East County Area Plan to include a County-designated urban growth boundary. There are currently no inconsistencies between the County's urban growth boundary and the City's urban growth boundary in the East County area. The proposed General Plan does not designate any lands for development outside of the urban growth boundary.

16.4 The Iron Horse Trail through Pleasanton is a pedestrian/bicycle trail only. Currently, no mass transit or diesel train use is planned for sharing this right of way. The proposed General Plan does not include future transit or train usage on the Iron Horse Trail and thus the EIR for the Plan does not analyze that possibility. If Alameda County proposes a specific train or transit project in Pleasanton, any impacts of such a proposal will be analyzed at that time. Analysis of an unknown potential project would be speculative at this time.

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16.5 Although BART supported large-scale office development near BART stations in 1996, it currently supports mixed use development including, for example, the Windstar project at the West Pleasanton/Dublin BART station. This type of transit-oriented development (TOD) has the potential to reduce vehicles miles traveled by encouraging the use of transit and providing the opportunity to live near work. The traffic analysis for the Concentrated Residential alternative looked at two different trip reduction scenarios to account for the change in trips associated with mixed use and transit oriented development near the Dublin/Pleasanton BART station. In both analyses, the impacts on the total traffic picture were similar to the proposed land use plan and the dispersed growth alternative. While the mitigations changed slightly, the overall change in the demand on the circulation system was negligible.

16.6 The traffic model assumed the new parking structure on the Dublin side of the existing Dublin/Pleasanton BART station with the current number of parking spaces on the Pleasanton side. The West Dublin/Pleasanton BART station assumed the 419 space parking garage on the Pleasanton side and a 713 space garage on the north side. This EIR analyzes the proposed General Plan and does not further analyze BART parking or operations.

16.7 This needs assessment is not part of the proposed General Plan. However, Programmatic EIR work is currently underway on the BART to Livermore extension and the "no build" alternative will analyze the parking impacts and needs for the Pleasanton BART stations.

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16.8 Table 5-1 on page 5-3 of the DEIR includes a comparison of existing development and buildout development of the proposed General Plan and its alternatives, including the No Project Alternative. The No Project [Alternative](#) is the [existing \(1996\)](#) General Plan.

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16.9 The DEIR for the proposed General Plan looks at the environmental impacts of development by topic. This is the standard manner by which to analyze impacts under the *California Environmental Quality Act*.

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16.10 Most of these comments are on the proposed General Plan and are addressed in a separate [City staff](#) Report. The EIR analyzes the environmental impacts of the No Project Alternative which does not assume mixed-use development in Hacienda. The Mixed Use designation would accommodate residential units over and above the 333 units “allocated” to this area in the preferred plan. This designation would allow the City Council to approve more than that number of residential units for any future amendment to the planned district for this area. As stated in the General Plan, the number of units allowed is entirely at the discretion of the City Council through the Planned Unit Development process and is not dictated by the land use designation.

16.11 These comments are on the proposed General Plan and are addressed in a separate document. The re-designation of the site to Business Park ensures high quality, campus-like development at a highly visible gateway location, near existing residential development. Development on the site will be controlled by an existing approved Planned District and therefore the proposed redesignation would not change the development intensity.

16.12 The proposed General Plan delineates land uses for the Planning Area. Table [3-2 identifies](#) the total acreage of land uses designated in the 1996 General Plan and the potential acreage in the proposed General Plan. A comparison of the two data sets is somewhat misleading for several reasons, including:

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- The City currently uses a Geographic Information System (GIS) which is based on a more accurate delineation of assessors parcels than the 1996 measurements;
- Several Specific Plans were completed and/or implemented, so land use designations for the Bernal Property, the newly developed area of Stoneridge Drive, the Vineyard Corridor Area, and Happy Valley are different from those in the 1996 General Plan;
- The proposed General Plan adds a Water Management and Recreation designation that covers the lakes in the east Pleasanton Area that were previously shown as Sand and Gravel Harvesting;
- A new future East Pleasanton Specific Plan area is now shown without specific land use designations (other than the Water Management and Recreation designation);
- A new Mixed Use designation is proposed and is used on Hacienda which was previously shown as Business Park;

**Table 3-2  
General Plan Acreage**

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General Plan Category	General Plan Acreage		
	1996	Proposed	Difference
<b>Residential</b>			
Rural Density	1,752	1,741	+ 11
Low Density – 1 dwelling unit per 2 gross acres		276	
Low Density – less than 2 dwelling units per acre	3,055	2,883	+ 104
Medium Density	3,434	3,505	+ 71
High Density	922	701	- 221
Mixed Use	0	778	+ 778
<b>Industrial/Commercial/Office</b>			
Commercial and Office	784	769	- 15
General and Limited Industrial	558	305	- 253
Business Park	1,052	415	- 637
Sand and Gravel Harvesting	2,548	1,750	- 798
<b>Community Facilities</b>			
Public and Institutional	642	609	- 33
Schools	253	250	- 3
<b>Open Space</b>			
Parks and Recreation	5,429	6,343	+ 914
Agriculture and Grazing		10,956	
Agriculture & Grazing with Wildlands	11,375	221	- 198
<b>Overlay</b>			
Public Health and Safety		2,646	
Public Health and Safety with Wildlands	15,693	12,977	- 70
<b>Overlay</b>			
Watershed Management and Recreation	0	604	+ 604
Staples Ranch Specific Plan (Undeveloped)	Not specified	124	+ 124
Vineyard Avenue Corridor Study Area	368	Not specified	- 368
<b>Total Planning Area</b>	<b>47,865</b>	<b>47,853</b>	

Source: [City of Pleasanton, 2008](#)

- The Applied Biosystems property is proposed for Business Park rather than General and Limited Industrial.

Because of these changes and proposals it is not possible to draw any conclusions from the differences in the numbers.

Regarding what land uses have been [developed](#), the EIR does not base the analysis of impacts on what has been built [to date since the approval of the existing General Plan](#); rather it bases impacts on the change between all existing development and potential future development [at buildout of the proposed General Plan](#). Therefore, it is unnecessary to show how much development has occurred since 1996. Note that in order to analyze impacts, the alternatives [analysis in Chapter 5 of the DEIR](#), compares the proposed General Plan and the No Project Alternative (which would be buildout of the 1996 General Plan) as well as other alternatives to existing development.

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16.13 It is important to note that although mixed use developments have been successfully implemented in many locations, such development requires careful review of projects on a case by case basis. However, the potential conflict is speculative at the programmatic or General Plan level, in the absence of any project details, and therefore the impact is appropriately labeled “insignificant.” Per the suggestion of the commenter, City staff recommends an additional Program 18.3 to the Land Use Element of the proposed General Plan, as follows, which recognizes this potential conflict:

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Program 18.3: Use the development review process to reduce or mitigate any potential adverse impacts (noise, odor, parking, light and glare, etc.) related to allowing a mix of land uses in Hacienda.

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16.14 The Staples Ranch property is designated as “Mixed Use” in the East County Plan and is not designated as Agriculture.

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16.15 *Measure PP*, adopted by the voters in November 2008, added a policy to the General Plan broadly defining a housing unit as any residence with a kitchen and a bathroom and mandating that the City Council not waive or exclude from the Housing Cap units consistent with that definition. *Measure QQ*, also adopted by the voters in November 2008, likewise adopted a definition of housing unit that more specifically lists types of units that count towards the Housing Cap, rather than referencing specific features within such units. Although units within assisted living facilities, as a category, are excluded from the housing cap under *Measure QQ*, the City Council is given discretion to count a portion of those units toward the cap based on impacts to infrastructure and community services. In that assisted living facilities do not have individual and complete kitchens, excluding these facilities is consistent with the intent of *Measure PP*.

The purpose of Alternative 3 was to provide a range of units in various parts of the City (and still be consistent with the Housing Cap). Accordingly, excluding all units within Staples Ranch was a hypothetical in order to assess what impacts, if any, would flow from additional units within the Hacienda Business Park. If the Council were to adopt the Concentrated Residential/Mixed Use Alternative, and if the Council were to approve an assisted living facility within Staples Ranch, the Council would, consistent with *Measures PP* and *QQ*, need to make a determination how many of those units, if any, should count towards the cap based on impacts to infrastructure and community services. These comments are on the proposed General Plan and are addressed in a separate document.

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16.16 This is a comment on the proposed General Plan and will be addressed in a separate document.

16.17 The commenter has correctly read Figure 2-3 that shows the two lakes in the Chain of Lakes as outside the Urban Growth Boundary, inside the Planning Area, and within the proposed specific plan area.

16.18 These comments are on the proposed General Plan and are addressed in a separate document.

16.19 Table 3.2-7 on page 3.2-17 does not contain a superscript 1. It does include a superscript of the symbol “‡” which refers to a footnote on the last page of the table. The note on page 3.2-19

reads: “See Program 1.6, below, under Goals, Policies, and Programs that includes options for developing the Stoneridge Drive extension.”

16.20 As noted in the DEIR: “The proposed General Plan would not change the land use designation in any of these areas from the existing 1996 General Plan.” Thus no new development would be expected to occur with the proposed General Plan compared to the existing General Plan in these areas. Any such risks currently exist and would occur with or without implementation of the proposed General Plan. In addition, any projects that are proposed in the future would be required to meet Fire Department requirements for development in high risk areas. It is unlikely that the City would allow development that did not mitigate any potentially significant effects related to fire safety.

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16.21 The proposed General Plan does not recommend development within 100 feet of existing arroyos for several reasons. As stated on page 3.6-14 of the DEIR: “Disturbed soils are susceptible to erosion from wind and rain, resulting in sediment transport from the site. Erosion and sedimentation affects water quality through interference with photosynthesis, oxygen exchange, and the respiration, growth, and reproduction of aquatic species. Additionally, other pollutants, such as nutrients, trace metals, and hydrocarbons, can attach to sediment and be transported, through surface runoff, into surface waters.” [Sally – I’m not sure where she is going with this question, but I think it might be better to address it by stating that all new development is subject to strict urban runoff requirements which minimize erosion and transportation of any potential contamination. Maybe Wes can give you some language...]

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In addition, development within 100 feet of arroyos or streams in Pleasanton is not generally a water contamination issue from the standpoint of either -- 1) chemical contamination from industrial uses that make use of them as these are not present in the city, nor of 2) biological contamination from sewage due to poorly operated leach fields associated with septic systems, since residences are generally served by sewer systems. Sediment loading from bank erosion and nutrient loading of arroyos from fertilizer runoff is the primary concern associated with development adjacent arroyos. However, the City seeks to protect and enhance riparian corridors of the arroyos which serve as “buffer strips” to pollutants – and major streams including Arroyo Mocho and Arroyo Del Valle both have riparian corridors along most segments that function as buffers. Among the benefits of riparian buffers is that they can:

- Remove up to 50 percent or more of nutrients and pesticides.
- Remove up to 60 percent or more of certain pathogens.
- Remove up to 75 percent or more of sediment<sup>6</sup>

In addition, the City seeks to protect and enhance riparian and wildlife corridors (which are often coinciding; as described in the Biology Section of the DEIR, Policy 2 of the Open Space and Conservation Element and Water Element, the City seeks to “Preserve and enhance streambeds and channels in a natural state. Zone 7, who administers the City’s major water channels, has

<sup>6</sup> Natural Resource Conservation Service, (NRCS). From the NRCS conservation buffer page: <http://www.nrcs.usda.gov/feature/buffers/> (accessed December 30, 2008)

corresponding objectives associated with its twin goals of protecting and enhancing both water quality and aquatic and riparian habitat associated with streams and wetlands (Goals 4 and 5) in its *Stream Management Master Plan (SMMP)*.<sup>7</sup>

- 16.22 As shown in the Del Valle inundation map, development anywhere within the city north of Bernal Avenue is located within the Del Valle Dam Inundation Area that would be flooded within 40 minutes, regardless of the location of nearby arroyos. Valley Care Medical Center and nine public schools would be within this zone as would the majority of housing within the city. Decision makers must decide on the acceptable level of potential risk when locating any structures which contain sensitive receptors, including convalescent facilities and residents. However, it should be noted that this extent of inundation would occur only with a sudden, catastrophic, complete failure of the dam when Lake Del Valle was at full capacity.

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In addition, the potential risk to residences along Arroyo Del Valle associated with the reservoir's dam failure is minimal. As addressed in the DEIR under Impact HY-6, page 3.6-28, "Dam failure could expose people and structures to a severe, but extremely unlikely risk of loss, injury, or death involving flooding as the result of a levee or dam failure." This was thus deemed a less than significant impact. Reasons for this determination include the requirement under Zone 7 Water Agency's SMMP that levees and other flood retention facilities throughout the Tri-Valley Pleasanton be replaced or repaired to protect residents against 100- and 500-year floods. In addition, in accord with Federal Emergency Management Agency (FEMA) Flood Insurance regulations and Chapter 17.08 of the *Pleasanton Municipal Code*) and implementation of the proposed General Plan, residential development would not be allowed within levee failure flood zones without being constructed to designated flood protection standards. See page 3.6-28 of the DEIR for further details.

- 16.23 Exposure to flooding of proposed convalescent facilities due to catastrophic failure of the Del Valle earthen dam is extremely unlikely and thus poses a negligible risk. The safety updates and inspections of the dam are being implemented as needed to prevent failure in the event of a major earthquake. See also Response to Comment 17.18.

- 16.24 If the walls of a gated community that are adjacent to a creek or river are solid, they can function like a levee and re-direct the flow of a flooding channel, should it rise as far as the property boundaries of that community. However, this is a hypothetical question which would not pose a real risk within Pleasanton, for two reasons: 1) no gated community was identified as an example within the 100-year flood zone of either Arroyo Del Valle or Arroyo Del Mocho; and 2) none could be established without being constructed to designated flood protection standards as required by FEMA Flood Insurance, by City Code (Chapter 17.08) and by the Public Safety Element of the General Plan, as well as by local flood management agency (Zone 7) requirements. The commenter is also referred to the discussion of the associated and less than significant impact, HY-5, pertaining to the construction of residences within a FEMA 100-year flood hazard area on page 3.6-27 of the DEIR. This can also be considered a project-level comment in relation to a hypothetical proposed gated community; when and if a gated or walled community is proposed, a

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<sup>7</sup> Zone 7 Water Agency, Final Stream Management Master Plan (August 2006), pages 2-6 to 2-7

hydrological analysis would be required to be prepared to determined whether increased flood risk could be created at that location.

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16.25 In general, see Responses to Comment to Letter 15. Paragraph 5 on page 7 of Appendix B will be revised to read as follows: “**City of Pleasanton Housing Cap.** The 1996 General Plan and a subsequent vote of the citizens of Pleasanton established a residential cap of 29,000 units within the Planning Area. In 2008, the voters approved Measure PP that broadly defines a housing unit and approved Measure QQ the more specifically lists types of units that count towards the housing cap. There is no conflict between the two Measures. Under state law, second units cannot be counted toward the cap. Assisted living facilities, which generally do not have individual and complete kitchens, likewise do not count toward the cap under Measure PP’s or Measure QQ’s definition of housing unit, although under Measure QQ, Council is given the discretion to count units within assisted living facilities (including continuing care communities) based on impacts on community services and infrastructure (including traffic impacts, water and sewer impacts, and impacts on parks and schools).” [note to City – does the remainder of the paragraph 7 remain or is it deleted/replaced by this insert?]

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16.26 Increasing the size of the Airport Protection Area is not considered as part of this proposed General Plan, nor is this proposal being actively considered. Any increase in size of the Airport Protection Area would be subject to the *California Environmental Quality Act* and its impacts would be analyzed at that time.

16.27 The analysis of the traffic and circulation impacts of the General Plan’s transportation improvements buildout is one and the same as the “cumulative impacts” discussion to which the commenter is referring. In other words, the programmatic impacts analysis in the Transportation Section (3.2) of the DEIR is equivalent to the cumulative impacts analysis. The request to address this analysis relative “cut-through traffic” is framed by the proposed General Plan in its Circulation Element, which notes that congestion of the regional traffic system impacts the city’s local roadway circulation; “as the freeway system becomes congested, motorist search for faster routes, such as using local roadways to bypass the freeway congestion,” (page 3-10). Within the City’s roadway network, Stoneridge Drive is the primary cut-through route between Interstates 680 and 580. The question of buildout of the General Plan as having an impact on the level “cut-through traffic” is addressed in the preamble to the impacts and mitigation sub section of the Transportation Section (3.2) which presents the existing conditions against the projected buildout conditions of the City’s primary road segments, including two along Stoneridge Drive, and for these estimates that they would go from Level of Service (LOS) E to F (as shown in Table 3.2-5). It evaluates these impacts in Transportation Impact 1 (TR-1), traffic increase and intersection capacity, and deems the overall impact to be significant. However, this impact is mitigated to a less than significant level (reduction to LOS D) by intersection improvements at Stoneridge Drive and El Charro Road, as well as at Stoneridge Drive and Johnson Drive. The commenter is referred to the DEIR, pages 3.2-13 to 3.22 for a more detailed discussion.

16.28 The discussion of proposed General Plan amendments will be addressed in a separate document.

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16.29 The proposed General Plan includes two programs that would address pollution near sensitive receptors. See Programs 3.1 and 3.2 of the Air Quality Element. Implementation of these

programs would preclude any potentially significant air quality effects on sensitive receptors in Pleasanton. Impact AQ-5 on page 3.10-13 of the [DEIR](#) analyzes these impacts.

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16.30 This comment relates to the [proposed](#) General Plan and will be discussed in a separate document.

16.31 The Commenter references page 11-2 of the proposed General Plan in relation to the meaning of the term, “taller buildings;” however, that term is not to be found on this page. In any case, the visual impact of a taller building is a hypothetical issue at the programmatic level: it is not feasible to describe a visual impact of a “taller building” in the absence of the land use context of that building (e.g. is it in a downtown area among other tall buildings or sitting in a rural or open space setting). The level and type of visual impacts are also dependent on design factors in new buildings, among them setbacks and floor step-backs, the presence of varied façade treatments, and the use of non-reflective materials – all of which may serve to reduce visual impacts. Finally “tall” is non-specific and subject to interpretation – for some tall is five floors or more, while for others it’s 10 floors or more.

**Pleasanton Downtown Association (PDA)  
Comment on General Plan EIR**

In response to the Draft Environmental Impact Report on the proposed City of Pleasanton General Plan, the Pleasanton Downtown Association has the following comment:

17.1

The PDA agrees with the new City policy set forth in Program 12.4 of the proposed General Plan encouraging new residential downtown. However, a policy of encouraging increased residential development in the heart of the downtown business district could have a significant adverse environmental impact unless mitigated. The problem is that some residential occupants want a suburban quiet setting, while still living in the heart of a downtown. The impact of residential protests to new buildings, businesses open in the evenings, and normal downtown activities can seriously constrict the very business activity that gives the downtown its vitality, and can ultimately lead to empty storefronts, substandard development, abandoned buildings, poorly maintained buildings, and a lack of evening activity which is needed to minimize transients and vandalism. These are physical impacts upon the environment. The PDA feels Program 12.4 needs to be mitigated by addition of language assuring that new residential development and new residents will be subordinate to and accepting of the primary activities of the downtown, as suggested below:

**Proposed Modification to Land Use Element Policy 12 (Program 12.4):**

**Policy 12: Preserve the character of the Downtown while improving its retail and residential viability and preserving the traditions of its small-town character.**

Program 12.1: Implement the 2002 Downtown Specific Plan and the necessary rezonings.

Program 12.2: Prepare a Civic Center Master Plan to determine the future location and footprint of an expanded library, consolidated City Hall, Police Station, and public parking.

Program 12.3: In the Downtown, encourage mixed-use development which incorporates higher density and affordable residential units consistent with the Downtown Specific Plan.

Program 12.4: Encourage second-floor apartments above first-floor commercial uses and live-work units in the Downtown. Also allow mixed-use development in the Downtown where residences are located behind



commercial uses. Advise and condition new residential development to accept the nature of the downtown environment which includes impacts such as, but not limited to, sounds, odors, traffic, light and glare, pedestrian activity, music, festivals, parking conflicts, street construction and closures, traffic rerouting, railroad operations, outdoor sales, trash and recycling collection activities, 24-hour activity and other permitted uses that may occur within the downtown specific plan area

Program 12.5: Consider drafting an ordinance that protects the right of businesses to operate in the Downtown commercial area.

**17. Peter MacDonald, Pleasanton Downtown Association (PDA) (letter dated December 6, 2008)**

17.1 Program 3.4 of the existing Land Use Element states: “Encourage second-floor apartments above first-floor commercial uses in the Downtown.” In addition, under Land Use Policies and Programs, the adopted Downtown Specific Plan, which has been adopted as part of the existing General Plan, contains the following: “12. Prohibit new housing on the first floor of building located in the Downtown Commercial area in order to protect land designated for commercial use from being displaced by residential development. However, housing is encouraged on upper floors of retail and office buildings to take advantage of this unique urban environment and to accommodate housing variety.” Thus, the proposed General Plan would not change that the City currently allows residential uses in the Downtown Commercial area and would not be expected to result in any physical change to the environment.

An EIR is not required to identify mitigation measures to reduce a project’s social or economic impacts; mitigation is required only for significant environmental impacts, i.e., substantial adverse changes to physical conditions in the area. CCR, Sections 15126.4(a)(1)(A), 15064(e). Although the commenter suggests that the encouragement of residential development downtown will cause buildings to become vacant or poorly maintained, and/or will lead to other deteriorating conditions, that is speculation. Residential development in and around the downtown has been encouraged for many years and those conditions have simply not developed. Moreover, Program 12.5 provides that the City should consider an ordinance that protects the rights of businesses to operate in the downtown commercial area. The concerns that the commenter expresses can be adequately addressed in such an ordinance.

**DUBLIN  
SAN RAMON  
SERVICES  
DISTRICT**



7051 Dublin Boulevard  
Dublin, California 94568  
Phone: 925 828 0515  
FAX: 925 829 1180  
www.dsrds.com

October 16, 2008

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OCT 23 2008

CITY OF PLEASANTON  
PLANNING DEPT.

Janice Stern, Principal Planner  
Community Development Department  
PO Box 520  
Pleasanton, CA 94566

**Subject: Comments on DEIR SCH#2005122139 - Pleasanton General Plan 2005-2025**

Dear Ms. Stern:

Thank you for the opportunity to comment on the document mentioned above. Dublin San Ramon Services District (DSRSD) has reviewed the Draft Environmental Impact Report (DEIR) on the Proposed Pleasanton General Plan 2005-2025 and has the following comments:

*Regional Water Supply—Supply Sustainability and Reliability*

The DEIR states that, “Zone 7 has a number of reliable sources of water throughout buildout of the proposed General Plan” (p. 3.5-4). UT-1 (p. 3.5-12) further states that the Proposed General Plan has a less than significant impact on water supply. The reliability of some of these specified water sources is uncertain. Additionally, the finding of “less than significant impact” should be revisited as a result of the current and probable future impacts on water deliveries of both legal and legislative efforts to reduce impacts on the Delta.

Two of the noted sources in the DEIR include Byron Bethany Irrigation District and Cawelo Water District. The water supplies from both districts are subject to the same delivery reductions as Zone 7 due to environmental mitigations imposed by the Federal District Court in *NRDC v. Kempthorne* (the Delta smelt case). Water transfers from those districts rely on the ability to divert water from the Delta through the State Water Project (SWP) pumps. SWP pumping is currently subject to curtailment due to the interim remedies imposed as a result of the Delta smelt litigation. In addition, the revised US F&WS Biological Opinion (BO) for smelt and the possibility of future litigation relative to the BO as well as other species could result in additional, long-term restrictions and cumulative limitations on such diversions. Thus, the ability to receive the full contractual amounts of transfer water may be problematic and should be addressed in the DEIR.

Zone 7 projected in May 2008 that sufficient water supply for currently planned development is available up to 2015. After 2015, however, the water supply scenario is unknown. Given the increasing likelihood that regulatory or judicial decisions intended to save protected species and their habitat may be imposed, past water sustainability factors may not be brought back to pre-2008 levels and available water supply

18.1

18.1  
(cont'd)

will not meet additional demands after 2015. In light of the current uncertainties about water supply diversions from the Delta for Zone 7, the DEIR should discuss steps that will be taken to address the potential shortfall in water supply. These steps should include cooperative efforts between the City of Pleasanton, the other Tri-Valley Retailers, and Zone 7 to extend available water supply through expanded water conservation, and to find alternative means to obtain reliable water from the Delta under Zone 7 SWP contract or via alternative water supply projects. Examples of alternative water supply projects include but are not necessarily limited to regional demineralization projects, recycling, enhanced storm water capture and/or water transfers from non-state water project sources.

The City of Livermore and DSRSD, both of which also receive their potable water supplies from Zone 7, use recycled water to supplement their water supply. In the DEIR, recycled water is recognized as part of the sustainable and reliable supply for the Tri-Valley area. The City of Pleasanton's water demand accounts for approximately one-third of the demand in Zone 7's service area, however, specific goals and plans for future use of recycled water are not provided in the DEIR. Considering the current and likely future restrictions on Zone 7's water supply and in light of the DEIR projecting that the City will be increasing its water demands an additional 6281 acre-ft/year between 2005 and 2025, the DEIR should more specifically state the City's plans to support recycled water projects in the Tri-Valley and its goals to include recycled water as part of its sustainable water supply.

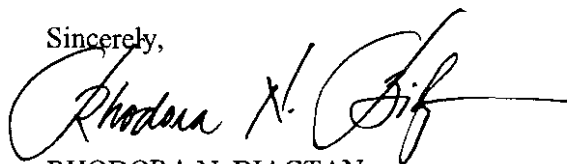
Wastewater Treatment

18.2

DSRSD provides wastewater treatment services to the City of Pleasanton. In the Second Supplemental Agreement to Agreement for Wastewater Disposal Services between the City and DSRSD, the City's share of the wastewater treatment plant capacity is 8.5 MGD. The Proposed General Plan increase is projected to be 8.2 MGD. DSRSD has adequate wastewater treatment capacity for the Proposed General Plan. The difference between the City of Pleasanton's share of the wastewater treatment plant capacity and its projected service demand is approximately 1,300 dwelling-unit equivalents. In accordance with the 1992 Agreement for Wastewater Disposal Services between the City and DSRSD, the City and DSRSD are required to meet and confer to review the planned demand, the implications the reduced demand will have on the regional connection fee, and the repayment of existing debt.

Thank you for the opportunity to review this DEIR. If you have any questions regarding these comments, please contact me at (925) 875-2255.

Sincerely,



RHODORA N. BIAGTAN  
Principal Engineer

RB/DC/AJ/st

cc: Bert Michalczyk, DSRSD  
David Requa, DSRSD  
Stan Kolodzie, DSRSD  
Aaron Johnson, DSRSD  
Robert Maddow, BPMNJ  
Doug Coty, BPMNJ

18. **Rhodora Biagtan, [Dublin San Ramon Services District](#) (letter dated October 16, 2008)**

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18.1 [The](#) commenter suggests that the determination that the [proposed](#) General Plan [would](#) have a less than significant impact on water supply should be reevaluated in light of legal and legislative efforts to reduce the amount of water available to Zone 7 from the Delta, and that the EIR should discuss what steps will be taken to address potential shortfalls in water supply. The commenter also requests that the EIR should [identify](#) more specifically what the City's plans are for [developing](#) recycled water projects. For a response to this comment, please see [Response to Comment 21.1 \(Zone 7 letter\)](#).

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18.2 [The](#) commenter states that there is a difference of roughly 300,000 MGD between the City's capacity in the wastewater treatment plant (under its contract with [the Dublin San Ramon Services District](#)) and what the commenter believes is necessary for the City under the proposed General Plan buildout. The commenter requests to meet and confer on this and related issues. [The](#) comment [is](#) noted. It should be pointed out, however, [that](#) the difference [presented](#) is speculative. It is impractical [if](#) not impossible [to](#) foresee with reasonable certainty what the City's wastewater actual demands will be over the next 15 to 20 years. Wastewater capacity must remain flexible as that capacity is subject to changing conditions such as population projections, demographics, changes in land use, and new or revised environmental restrictions.

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Livermore Area Recreation and Park District  
4444 East Ave., Livermore, CA 94550-5055  
(925) 375-5700, Fax (925) 960-2457, www.larpd.dst.ca.us

4444 East Ave., Livermore, CA 94550-5055  
(925) 375-5700, Fax (925) 960-2457, www.larpd.dst.ca.us

General Manager  
Timothy J. Barry

November 4, 2008

Ms. Janice Stern, Principal Planner  
City of Pleasanton  
Community Development Department  
P.O. Box 520  
Pleasanton, CA 94566

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CITY OF PLEASANTON  
PLANNING DIVISION

Dear Ms. Stern:

Thank you for the opportunity to comment on the City of Pleasanton's Proposed General Plan 2005-2025 Draft Environmental Impact Report, dated September, 2008. Livermore Area Recreation and Park District is an Independent Special District situated to the east of Pleasanton, and shares a border between our jurisdictions. We have great interest in Pleasanton's future plans as they interface with our plans. Our Board of Directors has just approved our LARPD Master Plan update and when the final document is published, we plan to send a copy to the City of Pleasanton.

The following comments and recommended additions represent LARPD's response to the draft EIR:

- 19.1 ■ Page 3.2-8 "Pedestrian and Bicycle Facilities" Figure 3-13 is referenced, but reader unable to locate in document.
- 19.2 ■ Page 3.3-8 Policy 13 Include Senior Services
- 19.3 ■ Page 3.4-1 Introduction-Senior/human services, include discussion of loss of Friendship Center and impact on seniors
- 19.4 ■ Page 3.4-14 Program 10.12 LARPD is potentially interested in projects involving our Ranger programs.
- 19.4 ■ Page 3.4-14 Program 10.14 Roller hockey, bmx coordination with LARPD
- 19.4 ■ Page 3.4-15 Last paragraph-check coordination with LARPD  
Include discussion of working with Tri-Valley Conservancy for preservation of lands against development
- 19.4 ■ Page 3.8-17 Program 7.3 and 8.1 Coordinate with LARPD on trails nexus

Janice Stern, Principal Planner  
City of Pleasanton  
Community Development Department

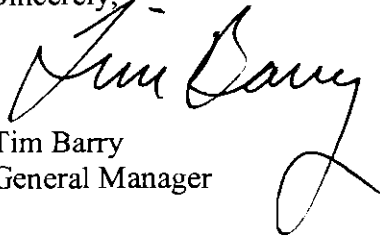
Page Two  
November 4, 2008

Page 3.11-6 Third paragraph-Livermore nexus

Page 3.11-8 Goal 6 Coordinate with LARPD for trails and connections to open space and regional park resources in Livermore

If you have any questions concerning these comments, please contact our Assistant General Manager, John Lawrence, at [jlawrence@larpd.dst.ca.us](mailto:jlawrence@larpd.dst.ca.us), or (925) 373-5785.

Sincerely,



Tim Barry  
General Manager

TB/s

19.4  
(cont'd)

**19 Tim Barry, Livermore Area Recreation and Park District (letter dated November 4, 2008)**

19.1 The Pedestrian and Bicycle Facilities [figure](#), (Figure 3-13), is located in the Circulation Element of the proposed General Plan.

19.2 Page 3.3-8 of the DEIR refers to Policy 13 of the Land Use Element. The Land Use element does not specify the age of the occupants and such issues are more appropriately addressed in the Public Facilities and Community Programs Element.

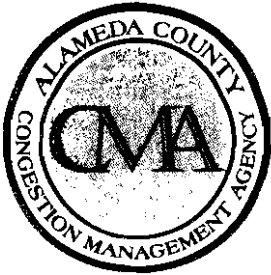
19.3 [It is not clear why the “loss of the Friendship Center” should be included in the Introduction to the Public Services Section \(3.4\) of the DEIR, as it is not programmed for elimination in the Community Services Element of the proposed General Plan](#) [PBSJ: This is a City-Response to Comment...]

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19.4 This includes comments on the proposed General Plan. Potential future development in East Pleasanton will be subject to further environmental review and any additional impacts on Livermore would be discussed at that time. Program 9.3 of the Conservation and Open Space Element would coordinate with other agencies on trails. This program could be changed to read:

“Continue to coordinate with Livermore, the Livermore Area Recreation & Park District, Dublin, Sunol, and the East Bay Regional Park District to develop trails linking recreation and open-space areas.”





ALAMEDA COUNTY  
CONGESTION MANAGEMENT AGENCY

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**AC Transit**  
Director  
Greg Harper

**Alameda County**  
Supervisors  
Nate Miley  
Sunit Haggerty

**City of Alameda**  
Mayor  
Beverly Johnson  
Vice Chair

**City of Albany**  
Councilmember  
Farid Javandel

**BART**  
Director  
Thomas Blalock

**City of Berkeley**  
Councilmember  
Kris Worthington

**City of Dublin**  
Mayor  
Janet Lockhart

**City of Emeryville**  
Vice-Mayor  
Ruth Atkin

**City of Fremont**  
Councilmember  
Robert Wieckowski

**City of Hayward**  
Councilmember  
Olden Henson

**City of Livermore**  
Mayor  
Marshall Kamena

**City of Newark**  
Councilmember  
Luis Freitas

**City of Oakland**  
Councilmember  
Larry Reid

**City of Piedmont**  
Councilmember  
John Chiang

**City of Pleasanton**  
Mayor  
Jennifer Hosterman

**City of San Leandro**  
Councilmember  
Joyce R. Starosobak

**City of Union City**  
Mayor  
Mark Green  
Chair

**Executive Director**  
Dennis R. Fay

November 7, 2008

Ms. Janice Stern  
Principal Planner  
Planning and Community Development Department  
200 Old Bernal Avenue  
P O Box 520  
Pleasanton, CA 94566-0802

SUBJECT: Comments on the Draft Environmental Impact Report for the Pleasanton General Plan, DEIR SCH # 2005122139

Dear Ms. Stern:

Thank you for the opportunity to comment on the City of Pleasanton's Draft Environmental Impact Report for the Pleasanton General Plan. The 2005-2025 General Plan consists of 13 elements. It would provide guidance for development and conservation with the Planning Area. The City of Pleasanton Planning Area is bounded by I-580 to the north, Palomares Road to the west, SR 84 and land to the south, Isabel Avenue and quarry lands to the east.

We respectfully submit the following comments:

- 20.1 • LOS Standards of Significance - P. 3.2-10, 3<sup>rd</sup> paragraph and p. 3.2-26, Impact TR-2,,: As stated in our Comment on the NOP letter dated January 26, 2006, the Alameda County Congestion Management Agency (ACCMA) does not have a standard for roadway level of service as it applies to the Land Use Analysis Program. References to ACCMA level of service or significance criteria standards should be deleted. The ACCMA does not have a policy for determining a threshold of significance. Rather, it is expected that professional judgment will be applied to determine project level impacts. Please note that even though a roadway is operating at LOS F, this does not preclude the project from identifying feasible mitigation for those routes.
- 20.2 • The ACCMA is working with BART and Caltrans on identifying and acquiring right-of-way for the I-580 freeway to accommodate a transit corridor. We request that the City of Pleasanton work closely with ACCMA, BART and Caltrans on the BART to Livermore Programmatic EIR to ensure that the General Plan does not result in encroachments upon future right-of-way needs.

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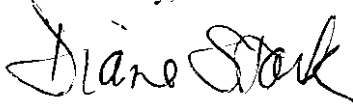
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CITY OF PLEASANTON  
PLANNING DIVISION

Ms. Janice Stern  
November 6, 2008  
Page 2

Thank you for the opportunity to comment on this DEIR. Please do not hesitate to contact me if you have any questions at 510.836.2560.

Sincerely,

A handwritten signature in black ink that reads "Diane Stark". The signature is written in a cursive style with a large, stylized initial "D".

Diane Stark  
Senior Transportation Planner

cc: file: CMP - Environmental Review Opinions - Responses - 2008

**20. Diane Stark, Alameda County CMA (letter dated November 13, 2008)**

20.1 [The third paragraph on page 3.2-10 of the DEIR is revised to change the reference of “Congestion Management Agency standards” to “City of Pleasanton standards.” See also Chapter 5 of this document for the revision of this text in the Transportation Section.](#)

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20.2 The comment is noted. The City of Pleasanton is currently working with all agencies involved in the BART to Livermore project. Policy 18 of the Circulation Element of the General Plan encourages the extension of BART from Pleasanton to Livermore and beyond and identifies programs to facility this Policy, including encouraging CalTrans to preserve the right of way that exists in the median of I-580 for a BART extension.



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551-9486 • PHONE (925) 454-5000

November 21, 2008

Ms. Janice Stern, Principal Planner  
Community Development Department  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

**Subject: Proposed Pleasanton General Plan 2005-2025  
Draft Environmental Impact Report SCH #2005122139**

Dear Ms. Stern:

Zone 7 has reviewed the referenced CEQA document in the context of Zone 7's mission to provide drinking water, non-potable water for agriculture/irrigated turf, flood protection, and groundwater and stream management within the Livermore-Amador Valley. We offer the following comments for your consideration.

1. Table S-2, UT-1, last sentence states the following:

*"After 2015, the Planning Area may [OR MAY NOT] have sufficient sustainable water supplies, depending on a number of factors, in particular, if the past water sustainability factors used by Zone 7 on its imported water supplies are brought back to pre-2008 levels to meet demand through buildout under the proposed General Plan."*

21.1

Zone 7 is diligently working on potential solutions to improve water supply reliability beyond 2015. However, Zone 7 cannot guarantee imported water supplies will be "brought back to pre-2008 levels" at this time, and therefore, does not consider the impact to water supply to be Less Than Significant (LTS). Please see attached figure.

The City of Pleasanton needs to demonstrate that the water conservation programs proposed as part of the Goals and Policies of the General Plan and within its Municipal Code will mitigate water supply impacts for future development; otherwise, the impacts are likely more severe than LTS. A discussion of recycled water should also be included.

2. Table S-2, UT-2 states:

21.2

*"The Dublin-San Ramon Services District and the Livermore-Amador Valley Water Management Agency have adequate capacity to serve projected demand from*

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CITY OF PLEASANTON  
PLANNING DIVISION

*development allowed under the proposed General Plan, resulting in less-than-significant impact.”*

21.2  
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The context of the term “projected demand” is unclear in this sentence. Please clarify whether this is a suggestion that potable water demand will be met by DSRSD and wastewater generated by DSRSD and LAVWMA. If this statement is related to potable water in any way, then Comment #1 applies.

3. On page 3.5 1-4, the last Sentence of last paragraph states:

21.3

*“The proposed General Plan in conjunction with the Municipal Code would reduce any resulting cumulative water supply impacts to a less-than-significant level.”*

See Comment #1 above. This statement has not been demonstrated through an evaluation of the potential water use savings associated with the Goal and Policies presented in the General Plan and the Municipal Code.

21.4

Zone 7 is committed to water conservation in the Livermore-Amador Valley, and is willing to work with the City to implement its water conservation programs. Similarly, Zone 7 supports the reasonable use of recycled water wherever possible.

4. Projected Water Demands

21.5

There appear to be three different water demand projections: (1) General Plan, Table 8-1, 22,760 acre-feet (af); (2) DEIR Table 3.5-2, 23,400 af; and (3) DEIR Table 3.5-3 22,399 af. Some of the tables use different units; however, the numbers should be closer after units are converted a range of a thousand acre feet is significant.

21.6

Additionally, it is unclear if the projected water demands include Unaccounted-for-Water, Water Conservation savings, or the savings expected by using recycled water. Please include a table that presents the actual water demand calculations that clearly indicates the projected demand, unaccounted-for-water, and expected water use savings through either water conservation or use of recycled water.

21.7

5. The proposed mitigations appear to adequately support the goals and objectives of Zone 7's Well Master Plan (“WMP”); however, the specific goal of the Well Master Plan is incorrectly stated in the Water Element (Chapter 8) of the General Plan. Zone 7 is not planning to construct enough well capacity to meet 75% of our “maximum day municipal demand.” Instead the WMP goal is to construct enough groundwater production capacity to be able to meet both of our Reliability Goals:

21.7  
(cont'd)

- a. Goal 1: Meet 100% of treated water customer's water supply needs in accordance with Zone 7's most current contracts for M&I Water Supply, including existing and projected demands for the next 20 years as specified in Zone 7's Urban Water Management Plan (UWMP), which will be coordinated with Zone 7's M&I Contractors. Zone 7 will endeavor to meet this goal during an average water year, a single dry water year, and multiple dry water years.
- b. Goal 2: Provide sufficient treated water production capacity and infrastructure to meet at least 75% of the maximum daily M&I contractual demands should any one of Zone 7's major supply, production or transmission facilities experience an extended unplanned outage.

In both cases, we assume that a portion of the demand will be met with treated surface water, albeit at a greatly reduced capacity.

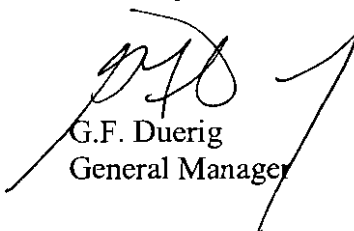
In 2005, the Zone 7 Board approved the WMP project which will increase Zone 7's "sustainable" groundwater production capacity by 25 million gallons per day (MGD) by "build-out" (i.e., year 2030). Towards this end, Zone 7 has constructed two new wells in the Chain of Lakes area, which are scheduled to be on-line in 2009. Zone 7 is currently planning to construct three more in the Chain of Lakes area to be on-line by 2011. These five wells should supply about one half of the new groundwater production capacity needed for "build-out."

21.8

6. Implementation of the General Plan will require future construction and/or modification of City facilities. For those City facilities that have a possibility of impacting Zone 7's facilities, please provide draft construction plans for review and comment as they become available.

We appreciate the opportunity to comment on this document. If you have any questions or comments, please feel free to contact Mary Lim at 925-454-5036.

Sincerely,

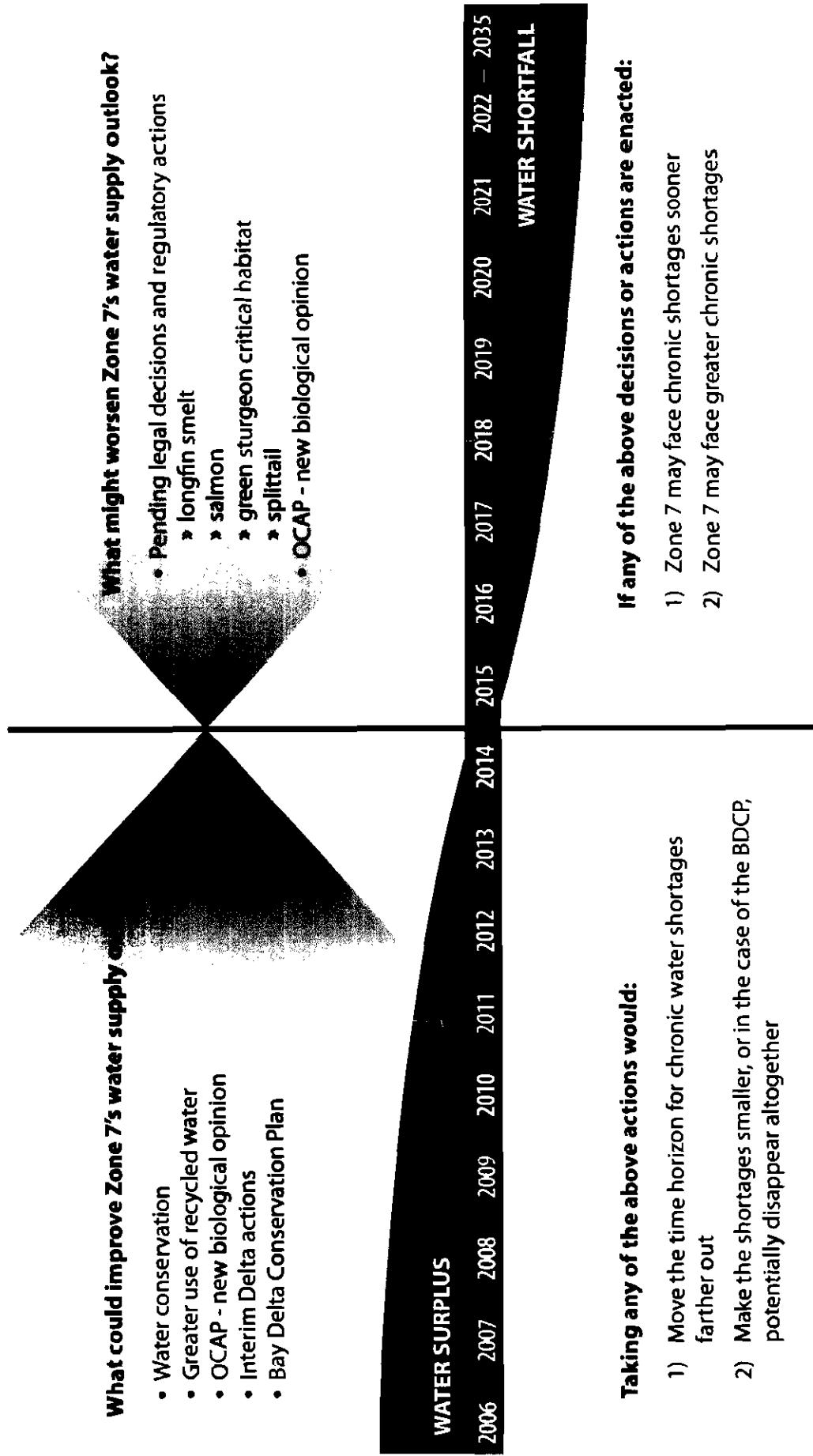


G.F. Duerig  
General Manager

Attachment: Impact of Delta Regulatory Issues on Zone 7's SWP Water Supply

cc: Kurt Arends, Jim Horen, Brad Ledesma, Mary Lim

# Impact of Delta Regulatory Issues on Zone 7's SWP Water Supply



The Wanger decision on Delta smelt reduces State Water Project supplies by an average 14%, and eliminates potential surplus. If Zone 7 takes no action, water demand could outstrip Zone 7 supplies beginning in 2014. By build-out in 2035, Zone 7's water supply could face chronic shortages between 7% and 9%.

**21. G.F. Duerig, General Manager, Zone 7 Water Agency (letter dated November 21, 2008)**

21.1 First, CEQA does not require that a first tier program EIR—such as this one—identify with specificity the sources of water for second tier projects; that identification occurs when specific projects are considered. For purposes of first tier program EIRs, the environmental effects of obtaining water from various sources may be analyzed in general terms, without the need for a level of detail warranted for site specific projects. Water supply plans, by definition, are fluid and flexible and are subject to a host of ever changing factors: population, demographics, environmental restrictions, pollution, droughts, etc. Accordingly, no useful purpose would be served in attempting to identify specifically where all the sources of water will be for the General Plan buildout. So long as the EIR identifies the current sources of water supply that would serve through the General Plan buildout including those sources under contract with Zone 7, and analyzes in general terms the availability and reliability of those sources, CEQA requires no more detailed analysis.

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The DEIR recognizes that Zone 7's entitlements to State Water Project water, whether for itself or through Zone 7's contract with the Byron Bethany Irrigation District or the Cawelo Water District, or other, is subject to change and is, in the near term, likely to be less than its entitled amount. The DEIR also recognizes that Zone 7 cannot guarantee sustainable water supply for all projects beyond 2015 and indeed may not be able to guarantee sustainable water supply before that time.

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As described in the DEIR on pages 3.5-14 and 3.5-15, the City's policies, programs and ordinances address these possibilities. For example, the Pleasanton Municipal Code, at Chapter 9.30, sets forth numerous water conservation measures that the City can employ during dry years and/or drought conditions. That chapter sets forth a staged contingency plan, including mandatory rationing and penalties for excess use, for individuals and businesses alike during times when water supply is short. The proposed General Plan itself provides a number of programs to help conserve water (Water Element, Programs 1.1 – 1.14), as well as to ensure an adequate supply of water (Water Element, Programs 4.1 – 4.4.13), many of which contemplate coordinating with Zone 7. Moreover, as to new projects, the City routinely imposes a standard condition of approval that provides that if adequate water is not available, then no building permit for the project would be issued.

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Concerning recycled water, there are, unfortunately, limits on the yields from recycled water because of the public's concern about the safe use of this resource. Nevertheless, the General Plan does have a program that calls for "recycled" water to be used for the irrigation of parks, playgrounds, commercial landscaping, etc. to the fullest extent financially and environmentally feasible so long as the groundwater basin is not compromised in the process. (Water Element, Program 6.1).

In addition, the City recently completed a study, "Recycled Water Feasibility Study" (Study), that evaluates alternatives for utilizing recycled water for irrigation of landscaped areas in the City. This study is scheduled for City Council review in 2009. The Study identified three major projects for constructing dedicated improvements for the use of recycled water. Project A

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evaluated installing facilities for irrigating areas north of Stoneridge Road; project B extends project A to include development on the Bernal property and the City golf course. Project C extends improvements in Project A and B to include the Ruby Hill development and other areas. The Study projects that when all three projects are implemented, the City's use of potable water for irrigation purposes will be reduced by approximately 3,500 acre-feet per year (afy).

In addition, in anticipation of the use of recycled water for landscaping, some portions of the City have already been plumbed for recycled water use. Recycled water projects are expected in Hacienda Business Park and the Callippe Preserve Golf Course. The next stage for implementing a recycled water program in the City would involve Council authorization to develop funding for the projects. As one of the sources of funding, under an agreement between the City and the Dublin San Ramon Services District, there are funds from the regional connection fees available to the City for implementing recycled water projects.

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21.2 The "projected demand" referenced is with respect to wastewater, not water demand.

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21.3 See Response to Comment 21.1.

21.4 Each year, the City reevaluates its build out water demand in accordance with revised planning and land use data, updated historical water use, and other related elements such as anticipated weather data. The water demand data includes water system losses, better known as "unaccounted for" water. The minor differences in the projections in the various tables do not appear to be material.

The City has revised Table 3.5-3, "Pleasanton Water Demand by Land Use," in a few places, particularly to reflect lowered demand figures for selected land uses under the "2025 Mean Daily Demand" column. See Chapter 5, "Revisions to DEIR text." [PBSJ comment: Why was 2025 Annual Demand column deleted? – and lowered daily would reduce annual demand – which in this table is already the lowest t of the 3 tables cited by Zone 7]

21.5 Comment noted.

21.6 Comment noted.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
 P. O. BOX 23660  
 OAKLAND, CA 94623-0660  
 PHONE (510) 622-6491  
 FAX (510) 286-5559  
 TTY 711



*Flex your power!  
 Be energy efficient!*

December 4, 2008

ALAGEN210  
 SCH#2005122139

Ms. Janice Stern  
 Community Development Department  
 City of Pleasanton  
 P.O. Box 520  
 Pleasanton, CA 94566

Dear Ms. Stern:

**City of Pleasanton General Plan Update – Draft Environmental Impact Report**

Thank you for continuing to include the California Department of Transportation (Department) in the environmental review process for the City of Pleasanton General Plan Update. The following comments are based on the Draft Environmental Impact Report (DEIR). As lead agency, the City of Pleasanton is responsible for all project mitigation, including any needed improvements to State highways. The project's fair share contribution, financing, scheduling, and implementation responsibilities as well as lead agency monitoring should be fully discussed for all proposed mitigation measures and the project's traffic mitigation fees should be specifically identified in the environmental document. Any required roadway improvements should be completed prior to issuance of project occupancy permits. An encroachment permit is required when the project involves work in the State's right of way (ROW). The Department will not issue an encroachment permit until our concerns are adequately addressed. Therefore, we strongly recommend that the lead agency ensure resolution of the Department's California Environmental Quality Act (CEQA) concerns prior to submittal of the encroachment permit application; see the end of this letter for more information regarding the encroachment permit process.

**Forecasting**

22.1

Please provide intersection maps, traffic diagrams and trip generation information. The traffic diagrams should include summaries of AM and PM peak hour traffic per turning movement under Existing, Project, Cumulative and Cumulative plus Project Conditions. Trip Generation information should include the size of land uses, trip rates and generated trips.

**Traffic Model**

22.2

Are assumptions in the Pleasanton Traffic Model consistent with the Association of Bay Area Governments' land use projections?

Ms. Janice Stern/ City of Pleasanton

December 4, 2008

Page 2

### ***The Department's Improvement Projects***

The Department has several planned projects along Interstate 580 (I-580) and Interstate (I-680) within the Pleasanton General Plan (GP) study area. Projects and proposed scheduling are listed below: Construction and other project phases are subject to change.

- I-580/El Charro Road Interchange modification; Winter 2008 to Fall 2009
- I-580 Westbound High Occupancy Vehicle (HOV) lane; Summer 2011 to Fall 2013,
- I-580 Eastbound HOV; Spring 2008 to Fall 2011, and
- I-680/Bernal Avenue Interchange modification; Spring 2011 to Spring 2014.

### ***Highway Operations***

22.3 On page 3.2-10, in the Methodology and Future Traffic Modeling section, please provide a summary of the trip generation and trip assignments affecting State facilities for the proposed Build-Out General Plan and the Existing Build-Out General Plan.

22.4 In addition, in the Environmental Analysis section, please include a description of the traffic impact analyses used to calculate the level of service (LOS) results as indicated in Table 3.2-3 and Table 3.2-4. What assumptions and roadway capacities were used?

22.5 How does LOS at the following impacted gateway intersections improve under General Plan build-out conditions, without improvements (Table 3.2-5, Page 3.2-14)?

- I-680 Southbound ramps/Bernal Avenue - from LOS E in the AM and PM peak hour under Existing conditions to LOS B for both AM and PM under the Build-out conditions
- I-580 Eastbound off-ramp/El Charro Road - from LOS F in the PM peak hour under Existing conditions to LOS B under the Build-out conditions
- Owens Drive/Hopyard Road - from LOS D in the AM peak hour under Existing conditions to LOS C under Build-out conditions and from LOS F with 346 seconds of delay in the PM under Existing conditions to LOS F with 263 seconds of delay under the Build-out conditions

### ***Downstream Impacts to State Facilities***

According to the DEIR, "Implementation of build-out of the proposed General Plan would result in unacceptable LOS F at the following four gateway intersections if improvements are not implemented:

- Intersection #9: Owens Drive/Hopyard Road
- Intersection #14: Stanley Boulevard/El Charro Road,
- Intersection # 15 Stoneridge Drive/El Charro Road
- Intersection # 17 Stoneridge Drive/Johnson Drive

22.6 Since improvements are not required at these intersections, any downstream congestion will further deteriorate operations. In particular, the I-580/Hopyard Road/Dougherty Road interchange would be affected by unacceptable LOS at Owens Drive/Hopyard Road (Intersection #9). Similarly, the I-680/Stoneridge Drive interchange would be affected by unacceptable LOS at Stoneridge Drive/Johnson Drive (Intersection #17). How does the City plan to mitigate these impacts to State facilities?

Ms. Janice Stern/ City of Pleasanton

December 4, 2008

Page 3

**Cumulative Impacts**

22.7 In Chapter 3 Environmental Setting, under the Impact Analysis and Mitigation, please provide a discussion of the transportation cumulative impacts.

**Community Planning**

22.8 The Department encourages the City of Pleasanton to analyze alternative forms of measuring LOS to complement the City's recently funded pedestrian and bicycle master plan which will expand on the existing Community Trails Master Plan (page 3.2-8) and General Plan policies 13,14, 15, 16,17,19, 22, and 23 (page 3.2-22 to 3.2-35). Currently, the City's General Plan policies do not appear to be consistent with the proposed mitigation measures found on pages 3.2-21 to 3.2-22. Various policies speak of promoting transit, bicycling, and pedestrian needs, but the only mitigation measures documented are roadway widening which do not promote the use of alternative forms of transportation. If alternative forms of measuring LOS are implemented to accommodate bicyclists and pedestrians, the City can address other mitigation measures such as:

22.9 bike lanes and pedestrian intersection improvements. In addition, please analyze secondary impacts on pedestrians and bicyclists that may result from any traffic impact mitigation measures.

The Department advocates community design (e.g., urban infill, mixed use, transit oriented development) that promotes an efficient transportation system and healthy communities.

**Environmental Analysis**

The City should be advised that current, complete project-specific environmental analysis requires that all future projects include appropriate level of impact assessment, and that assignment of mitigation must be completed for future development projects.

**Traffic Impact Fees**

22.10 Please provide a more detailed description of Traffic Impact Fees (TIF)s. For example, how are fees calculated for each type of development, what fees apply to residential, commercial, and any anticipated shortfall in funding improvements after TIFs have been accounted for.

**Mitigation Monitoring**

22.11 Please provide the Mitigation Monitoring and Reporting Plan.

**Encroachment Permit**

Any work or traffic control within the State ROW requires an encroachment permit that is issued by the Department. Traffic-related mitigation measures will be incorporated into the construction plans during the encroachment permit process. See the following website link for more information: <http://www.dot.ca.gov/hq/traffops/developserv/permits/>

To apply for an encroachment permit, submit a completed encroachment permit application, environmental documentation, and five (5) sets of plans which clearly indicate State ROW to the address at the top of this letterhead, marked ATTN: Michael Condit, Mail Stop #5E.

Ms. Janice Stern/ City of Pleasanton

December 4, 2008

Page 4

Should you have any questions regarding this letter, please call Yatman Kwan of my staff at (510) 622-1670.

Sincerely,

Handwritten signature of Lisa Carboni in cursive script.

LISA CARBONI

District Branch Chief

Local Development - Intergovernmental Review

c: State Clearinghouse

22. Lisa Carboni, Caltrans (letter dated December 4, 2008)

22.1 Intersection diagrams for ultimate design are shown in Figure 3-10 of the General Plan located on pages 3-30 and 3-31. While this diagram does not show the 100+ intersections reviewed as part of the General Plan update, it does include the major intersections and intersection improvements identified in the EIR. The EIR analysis studied over 100 intersections with each model run. It was decided that for sake of clarity that the intersection volumes for each intersection would be provided in the appendix. A copy of the appendix is included in [where?]. Trip Generation information was not included in the DEIR. A description of the change in land use can be found on page 3.1-8. A more detailed account of the trip generation assumptions is attached [need to attach the model document prepared for City Council in April 2007.]

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22.2 The City of Pleasanton's buildout assumptions differ from ABAGs Projections 2007 in that Projections 2007 generally shows more households in 2025 than are anticipated in the Draft General Plan, and fewer jobs than are anticipated by the Draft General Plan.

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22.3 The City will provide a table showing the turning movements on and off of all state facilities for both the proposed General Plan and the 1996 General Plan. [PBSJ comment: will this be in the Final GP - if so say so....]

22.4 The DEIR uses the methodology for analysis based on guidance from the Alameda County Congestion Management Plan which considers a project impact significant if the addition of project-related traffic would result in a LOS value worse than LOS E, except where the roadway link was already at LOS F under no project conditions. These are the recommended standards for analysis by the Alameda County Congestion Management Agency. The assumptions and roadway capacities were based on the 2003 City of Pleasanton Baseline Traffic Report for arterial roadway segments and 2006 Caltrans Traffic Volumes<sup>8</sup> for freeway segments. [City should double check the source for the roadway assumptions]

22.5 Regarding the I-680 southbound ramps/Bernal Avenue intersection, this location has a traffic signal that is currently under construction. It is not assumed in the existing level of service but is for buildout conditions. I-580 eastbound off ramp/ El Charro: This location has a future traffic signal associated with the development agreements. The PM Peak Hour delay and LOS F condition is eliminated with the installation of the traffic signal. Owens Drive/ Hopyard Road: This intersection, while failing both under existing conditions and future conditions, experiences a shift in traffic that alters the delay, but the LOS F condition remains without intersection improvements.

Deleted: <#> PBSJ to include the model description and LOS calculations used in the Staples Ranch EIR. ¶  
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22.6 The Gateway intersections identified on page 3-8 of the proposed General Plan include each state owned facility. While specific impacts or mitigations have not been identified as a result of the four gateway intersection's LOS F condition, resulting downstream impacts would be assessed and mitigations would be developed and approved (unless they are found to be in conflict with Policy 5 of the Circulation Element (page 3-48 of the proposed General Plan):

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<sup>8</sup> Caltrans, Traffic Data Branch, <http://www.dot.ca.gov/hq/traffops/saferesr/trafdata/>.

- Policy 5: At gateway intersections, improve the flow of traffic and access into and out of the City, consistent with maintaining visual character, landscaping, and pedestrian convenience
- Program 5.1: Gateway intersections (listed in Table 3-4) are exempted from the citywide LOS D standard (constrained gateway policy) but consideration may be given to improvements at gateway intersections when it is clear that such improvements are necessary and are consistent with maintaining visual character, landscaping, and pedestrian amenities

22.7 In Chapter 3 Environmental Setting, under the Impact Analysis and Mitigation, please provide a discussion of the transportation cumulative impacts. [PBSJ Q: What does this mean??] [City -This is not a traffic section – cumulative impacts are discussed – I am not sure what they want here.]

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22.8 Comment noted – The City of Pleasanton does not have a policy that quantifies the benefit of pedestrian and bicycle improvements as they relate to improvements in Level of Service. We will investigate this possibility in the Pedestrian and Bicycle Master Plan process.

22.9 Comment noted – The City of Pleasanton does not have a policy that quantifies the impacts on pedestrians and bicycles that may result from traffic impact mitigation measures. We will investigate this possibility in the Pedestrian and Bicycle Master Plan process.

22.10 Please provide more detailed description of Traffic Impact Fees [How much detail should we provide? Should we just give them a copy of our TIF program?]

22.11 The City of Pleasanton will provide CalTrans with a copy of this document when it is available.

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December 5, 2008

Janice Stern, Principal Planner  
Community Development Department  
City of Pleasanton  
P.O Box 520  
Pleasanton, CA 94566

Dear Ms. Stern:

Thank you for the opportunity to review and comment on the Draft Environmental Impact Report (EIR) for the update of the Pleasanton General Plan. The City of Livermore has the following comments:


- 23.1 1 On page 3.1-6, second full paragraph, please note that land uses in the southwestern portion of Livermore include residential uses as well as neighborhood commercial, agricultural and viticulture uses. It is correctly noted that the unincorporated area between Livermore and Pleasanton is outside of Livermore's Urban Growth Boundary (UGB) and is included in Livermore's General Plan Planning Area. However, it should also be noted that this area is within Pleasanton's Sphere of Influence (SOI).
- 23.2 2. References to Regional Rail Plan on page 3-38 in General Plan and on 3.2-8 in EIR should be updated. MTC adopted Regional Rail Plan in September 2007. Related to Regional Rail, the High Speed Rail Program EIR was certified in August 2008 and recommended commuter service enhancements for the Altamont Corridor. A project specific EIR has begun to study alternatives.
- 23.3 3. Circulation Element Policy 5, which exempts Gateway Intersections from the City's standard of LOS D, causes a potentially significant impact that has not been adequately analyzed or disclosed in the Draft EIR. Although mitigations have been proposed in the DEIR that would achieve LOS D or better at the Gateway Intersections, the policy would exempt the intersections from LOS standard and therefore, provide no assurance that the proposed mitigations would ever be constructed by the City or required of the City or a developer to mitigate environmental impacts of specific capital improvements or development projects. The EIR shows that if no improvements are done, the Buildout LOS at many of the Gateway Intersections would be LOS F, including the intersections of Stanley/El Charro and El Charro/Stoneridge, which are of particular concern to Livermore. However, the impact of the potential of LOS F at Gateway Intersections has not been adequately disclosed. In particular, the effect of LOS F on queuing and safety has not been addressed. LOS F at Gateway Intersections could result in severe traffic congestion and/or safety problems due to queuing on major arterial roadways, at



- 23.3  
(cont'd)
- freeway ramp intersections, and potentially I-580 and I-680 if queues from the congested Gateway Intersections back up onto the freeways. The impacts of queues extending into adjacent jurisdictions such as the cities of Livermore and Dublin have not been addressed. The City of Livermore requests that Policy 5 be modified to require, at minimum, LOS E at the Gateway Intersections to avoid the potential severe traffic congestion and safety impacts of LOS F conditions that would impact the connecting arterial roadways and freeway ramps and mainline.
- 23.4
4. Mitigation Measure TR-1.2 Stanley/EI Charro includes "Redesign the future intersection to widen.....the westbound approach to provide a second through lane." The existing condition already includes two westbound through lanes.
- 23.5
5. Policy 6 Program 6.3 requires all gravel trucks to use Route 84 as the sole access to I-580 and I-680, except for trucks from gravel operations that have direct access onto EI Charro Road. Livermore objects to this Policy as it results in more gravel trucks using streets within the City of Livermore than is allowed under State law, which allows trucks to use any truck route, including First Street and Sunol Boulevard in Pleasanton, which is the most direct route for gravel trucks heading to and from I-680 south. The impacts, such as noise, dust, and traffic congestion of additional gravel trucks in Livermore have not been adequately analyzed or disclosed in the EIR. Furthermore, EI Charro Road and its planned extension to Stanley Boulevard should be designated as a future truck route as it would provide the most direct route from the quarries to I-580 and I-680 north.
- 23.6
6. On page 3.9-17, first full paragraph, it is stated that all new development would be subject to Program 3.3 in the Noise Element of the proposed General Plan that would require new residences to limit maximum instantaneous interior noise levels to 50 dBA in bedrooms and 55 dBA in other rooms. The City of Livermore supports this policy to address concerns relating to noise from Airport operations.

If you have any questions, please call me at (925) 960-4462.

Sincerely,



Susan Frost  
Principal Planner  
Community Development Department

cc: Marc Roberts, Community Development Director  
Cheri Sheets, City Engineer  
Fred Osborn, Planning Manager  
Bob Vinn, Assistant City Engineer

23. Susan Frost, Livermore (letter dated December 5, 2008)

23.1 Comment acknowledged. Per the commenter’s recommendation, the following text is inserted into the second full paragraph on page 3.1-6 of the DEIR:

“ ...The lands in this portion of Livermore’s planning area are designated for residential, neighborhood commercial, agricultural, and viticultural uses. There are unincorporated lands between Pleasanton and Livermore that are outside both cities’ urban growth boundaries. However, this unincorporated land area is within the Livermore General Plan Planning Area as well as within Pleasanton’s Sphere of Influence and designated for open space and sand and gravel uses.”

23.2 Existing text on page 3-38 of proposed General Plan and on page 3.2-8 of the DEIR is replaced in the following manner:

Existing text:

The Metropolitan Transportation Commission, Caltrans, BART, and CalTrain have initiated an update to the Bay Area Regional Rail Plan. This update is to examine the future design of the regional rail system in the nine Bay Area counties. The update will look for opportunities to expand existing facilities such as BART, CalTrain, and ACE, as well as incorporate plans for a new high speed rail system into the existing regional rail network.

Revised text:

The Metropolitan Transportation Commission (MTC), CalTrain, BART, California High-Speed Rail Authority, in collaboration with a coalition of rail passenger and freight operators, regional partners, and rail stakeholders, prepared a comprehensive Regional Rail Plan for the Bay Area. MTC adopted the *Regional Rail Plan – Final Report* on September 26, 2007. This planning document examines the future design of the regional rail system in the nine Bay Area counties and serves as the guiding document for this region’s short and long-range rail transportation goals in the 9-county Bay Area. The plan identifies opportunities to expand existing facilities such as BART, CalTrain, and ACE, as well as incorporate plans for a new high speed rail system into the existing regional rail network. In the Tri-Valley Area, the Plan recommends an extension of BART to Livermore, with a connection to improved rail service over the Altamont Pass. Improved rail service will likely be connected to the The California High-Speed Rail. The California High-Speed Rail Authority, with the Federal Rail Administration, has prepared a programmatic EIR/EIS that further examines the San Francisco Bay Area to Central Valley corridor. This EIR/EIS generally describes the environmental impacts of a proposed High-Speed Train system within that corridor and including the Altamont Pass.

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23.3 [Queuing analysis will go here – available mid-January. ]

23.4 TR-1.2 will be removed. The description of the mitigation is the anticipated design and has been identified in Figure 3-10 of the General Plan to have the correct alignment. [PBSJ Q: should we include a text change to this effect in the DEIR to delete TR-1.2?]

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- 23.5 CEQA does not require an EIR to analyze a proposed project that will not change an existing condition because the proposed project, at least as to that condition, will not have a significant effect on the environment. The condition to which the commenter objects – the City’s requirement that gravel trucks use only Route 84 for their access to I-580 and I-680 – is a preexisting condition, adopted by the City in 1983. But preexisting physical conditions that may cause noise, dirt or traffic congestion in Livermore are not required to be in an EIR for a project, such as this General Plan update, that does not purport to change that those conditions. Accordingly, the adverse environmental changes cited by the commenter are not the result of this project; the purported conditions are preexisting.
- 23.6 Comment noted.

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298

December 5, 2008

Janice Stern  
 City of Pleasanton  
 Community development department  
 P.O Box 520  
 Pleasanton, CA 94566

Re: Notice of Completion-Draft Environmental Impact Report (DEIR)  
 SCH # 2005122139-Pleasanton General Plan 2005-2025

Dear Ms. Stern:

24.1

As the state agency responsible for rail safety within California, the California Public Utilities Commission (CPUC or Commission) recommends that development projects proposed near rail corridors be planned with the safety of these corridors in mind. New developments and improvements to existing facilities may increase vehicular traffic volumes, not only on streets and at intersections, but also at at-grade highway-rail crossings. In addition, projects may increase pedestrian traffic at crossings, and elsewhere along rail corridor rights-of-way. Working with CPUC staff early in project planning will help project proponents, agency staff, and other reviewers to identify potential project impacts and appropriate mitigation measures, and thereby improve the safety of motorists, pedestrians, railroad personnel, and railroad passengers.

24.2

Of concern are the at-grade rail crossings located at Angela Street (CPUC # 004-41.30), Rose Avenue (CPUC # 004-41.40), St. Mary's Street (CPUC # 004-41.60), St. John's/Eva Street (CPUC # 004-41.70) and Santa Rita Road (CPUC # 004-41.90) resulting from cumulative traffic impacts over the years from development projects.

The transportation section of the DEIR does not address any of these crossings in any of the narrative or description of areas studied by the traffic consultant. There is no traffic analysis provided of the at-grade rail crossings and what if any mitigation would be required based on traffic impacts to these crossings from the proposed land use changes in this General Plan update. Otherwise subsequent proposed development projects will be required to conduct individual traffic impact studies to determine impacts and mitigation measures to these crossings.

Some of the potential at-grade rail crossing modifications to be considered by the City: are new warning devices, widening of the roadway (additional lanes), raised medians on both sides of the track, and advanced preemption. The amended traffic impact analysis can confirm these and or additional improvements and when they would needed.

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DEC 9 - 2008

CITY OF PLEASANTON  
PLANNING DIVISION

Janice Stern  
City of Pleasanton  
General Plan update DEIR  
SCH#2005122139  
Page 2 of 2

24.2  
(cont'd)

▲ The City needs to consider how to address direct and cumulative impacts when processing entitlement applications for proposed projects and their impacts/mitigation measures to rail corridors and at grade crossings. This can also be done through the City Traffic Fee program with the inclusion of at grade crossings and rail corridors.

■

Please forward the FEIR with response to comments and the scheduled time frame for public hearings by the Planning Commission and City Council. I look forward to working with you and the City on this project.

Thank you for your consideration of these comments. If you have any questions, please call me at (415) 713-0092 or email at [ms2@cpuc.ca.gov](mailto:ms2@cpuc.ca.gov).

Sincerely,



Moses Stites  
Rail Corridor Safety Specialist  
Consumer Protection and Safety Division  
Rail Transit and Crossings Branch  
515 L Street, Suite 1119  
Sacramento, CA 95814

24. Moses Stites, California Public Utilities Commission (letter dated December 5, 2008)

24.1 Comment noted.

24.2 In response to this comment and to clarify the information presented in the DEIR, the following paragraph is added to the DEIR's Traffic Section on page 3.2-8, after the first paragraph regarding the Union Pacific Railroad:

The City of Pleasanton has ~~five~~ at-grade crossings traversing the Union Pacific Railroad line. These crossings include: Santa Rita Road, ~~Saint~~ John Street (EVA crossing), ~~Saint~~ Mary Street, Rose Avenue, and West Angela Street. Each of these crossings (except for the gated EVA access at ~~Saint~~ John Street) provide adequate warning systems required by the California Public Utilities Commission including constant warning time protection and power-out indicators as well as gate arms, bells and LED flashers (flashers are currently ~~8~~-inch indications and need upgrades to ~~12~~-inch indications which will be included in the quiet zone process). The City of Pleasanton is considering upgrades to each of these crossing locations to provide supplemental safety measures that would allow the City to apply for quiet zone status. These supplemental safety measures may include ~~median islands, advanced pre-emption, modified signal timing, driveway relocation, additional gate arms and pedestrian improvements at the crossings.~~ The quiet zone upgrades are in the planning and design stage.

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Deleted: The preceding information will be added to the EIR on page 3.2-8 under Union Pacific Railroad, below the first paragraph.

# Chapter 4

## Responses to Oral Comments on the DEIR

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### 4.1 INTRODUCTION

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This chapter documents and responds to the comments on the Draft Environmental Impact Report (DEIR) made at the October 15, 2008 City of Pleasanton Planning Commission public hearing. Discrete comments from minutes of the public hearing are denoted in the margin by numbered vertical lines. Responses are enumerated to correspond with the comment number in the margin.

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### 4.2 PLANNING BOARD PUBLIC HEARING COMMENTS AND RESPONSES

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The October 15, 2008 City of Pleasanton Planning Commission public hearing minutes is reproduced, beginning on the next page, followed by responses to the comments.

**6. PUBLIC HEARINGS AND OTHER MATTERS**

**a. Review of the Draft Environmental Impact Report (EIR) for the General Plan Update**

To provide an opportunity for the Commission to: (1) receive an overview of the Draft EIR prepared for the General Plan; (2) receive public comments on the Draft EIR; and (3) provide Commission comments on the Draft EIR

Ms. Janice Stern introduced John Steere, Project Manager at PBS&J, EIR Consultant; Sally Maxwell, Associate Planner; and Mike Tassano, City Traffic Engineer. She stated that the objective this evening is for staff to briefly describe the EIR process and to take testimony and provide an opportunity for oral comments. She added that staff does not anticipate answering questions or responding to comments at this time as these will be addressed in the final EIR after the public comment period closes on November 21, 2008.

Chair Blank addressed Mr. Jeb Bing of the Pleasanton Weekly, who was present in the audience, and requested that the Weekly publicize the fact that the public comment period has been extended for 60 days to November 21, 2008.

Ms. Stern noted that after the Planning Commission and City Council discussed the Draft General Plan Elements between 2005 and 2007, staff prepared a consolidated Draft General Plan which is the project for the purposes of the Draft EIR. She stated that the EIR process is governed by the California Environmental Quality Act (CEQA) and that while the Draft EIR has specific prescribed times for comment, the Draft General Plan does not, and the City can continue to take comment on the Draft General Plan until its adoption in early 2009.

With respect to the EIR process, Ms. Stern stated that a determination was made in December 2005 that the City would need an EIR for the project. She continued that a scoping meeting was then held in January 2006, which provided agencies and the public an opportunity submit information on what they think needs to be dealt with in the Draft EIR.



Ms. Stern indicated that following the consolidation of the Draft General Plan and Land Use Map and after the completion of the traffic modeling, staff and the City's consultants wrote the EIR, which was issued on September 22, 2008, with the public comment period extending through November 21, 2008. She noted that staff will be preparing the Response to Comments document, based on comments received, which is projected to be completed by mid-January 2009. She indicated that the final document will come before the Planning Commission around February 2009, at which time the Commission will make a decision whether or not to recommend to the City Council both the certification of the Final EIR and approval of the Draft General Plan. She added that the City Council will then take action in March 2009 whether or not to certify the Final EIR and to adopt the General Plan.

Ms. Stern stated that the project was the maps, text, goals, policies, and programs of the Draft General Plan (the preferred development scenario), the development assumptions within that encompassed the 29,000 residential units and 35 million square feet of office and industrial uses. She noted that this number includes approximately 3.5 to 4 million square feet of commercial uses for the East Pleasanton area as placeholders for preparing the traffic analyses. She added that staff recognizes and has informed the property owners that the actual development potential will be determined by a specific plan process. She noted that there is a no-project alternative, which would be the existing 1996 General Plan with the land use and circulation network within that General Plan.

Ms. Stern noted that a General Plan is not a focused EIR; it has a number of environmental topics and touches on all of the topics that are of interest as an environmental impact, from land use and agriculture to population and employment, utilities, geology, air quality, biological resources, etc. She stated that staff deals with them on a program level, looking at it at a higher level of analysis rather than at a project level. She added that subsequent development may require additional environmental review.

Ms. Stern stated that with respect to the proposed General Plan, there were several discussions about the Circulation Element when the model for the land use buildout was run and that there were two significant impacts shown in the Draft EIR: the first was the potential impacts at gateway intersections, which are the first intersections coming in from the freeway or from Stanley Boulevard. She noted that the 1996 General Plan adopted a LOS D for all City intersections other than those exempted in the Downtown, based on the rationale that the Downtown was to maintain its pedestrian-friendly character and that the objective in the Downtown was to maintain that rather than facilitate the flow of traffic. She indicated that there were several intersections where it was necessary to make improvements in order to achieve the LOS D and that tolerating a higher level of congestion at those intersections could act to meter traffic to some extent in the downstream to enable downstream traffic to move more smoothly. She noted that there was consensus to allow a LOS exception to go below LOS D; therefore, improvements at those intersections are not

being assumed, which is why there is the impact of significantly higher congestion levels. She added that improvements to intersections could be made in order to achieve Level of Service (LOS) D, but they must be mindful of retaining wide sidewalks, shade trees, sidewalk dining, etc., and may require landscaping, removal of crosswalks, and/or street widening.

Ms. Stern stated that the second impact was air quality as regards consistency with the 2005 ozone strategy and that it is important to note that this impact is related to assumptions that were contained in that strategy related to the number of housing units and the number of jobs. She pointed out that this is not something intuitive or discovered in casual reading because the impact is not identifying a potential current or future impact to the standards or a violation of air quality standards; thus, they are not necessarily experiencing bad air as a result of this impact. She indicated that staff looked at the potential carbon monoxide concentrations and does not believe that the City will exceed standards there, that emissions related to construction activities are not significant, and that there are no increases in other criteria pollutants or other toxic air contaminants that are a violation of standards. She noted that the impact is related to the fact that there is lack of consistency in the assumptions used. She stated that the 2005 strategy used *Projections 2003* numbers for jobs and housing for 2025. She noted that *Projections 2003* shows that the City's buildout will be 80,000 persons in the City, but the City's buildout calculations because of the cap are about 78,000. She noted that the difference is fewer housing and fewer people but more jobs than that assumed in *Projections 2003*. She indicated that the cure for this is to put more housing and fewer jobs in.

Commissioner Fox referred to the placeholders for East Pleasanton and inquired if staff assumed that jobs would be generated by these "placeholder: uses, and how many jobs staff included. Ms. Stern replied that staff looked at floor area ratios allowed potentially under the General Plan designation for that area and assumed a certain square footage for different combinations of commercial retail, industrial, R&D Office. She indicated that she did not have the precise number of jobs but that it would be about 15,000, considering the difference between "with" and "without" development in East Pleasanton.

Commissioner Fox noted that the area is currently used for sand and gravel harvesting and that there are not many employees in those areas. Ms. Stern agreed and added that there will be more jobs once any kind of office, retail jobs, or other uses are introduced.

Ms. Stern noted that having identified those significant impacts; the City would need to adopt a Statement of Overriding Considerations prior to certifying the Final EIR and adopting the General Plan.

Commissioner Fox stated that the EIR made mention of the Tri-Valley Transportation Commission (TVTC). She asked Mr. Tassano what the proposed

regional improvements are versus what the TVTC current model is in terms of the buildout model, and what some of the cities have recently changed in terms of priorities for State Route 84.

Mr. Tassano replied that the TVTC set forth a new list of transportation projects and that it would be easier to list the differences of what were and were not assumed. He noted that some of the other local jurisdictions want to make sure that the State Route 84 is in the proper place according to regional priorities, and staff is in the process of adjusting those priorities; however, this does not really change the model because only funded projects are assumed in the model for this very reason.

Mr. Tassano stated that with respect to the General Plan EIR, there will be some impacts that can be improved if State Route 84 is widened to four lanes because the model assumes there are two lanes. He then requested Commissioner Fox to submit her questions in writing so he could provide more specific responses.

Chair Blank noted that there were places in the EIR where the language is a word-for-word replication of what was in the General Plan. He inquired if this was common. Ms. Stern replied that this was commonly used for background information. She added that in some cases, General Plans and EIRs are combined into one document.

Chair Blank stated that he asked the question because he believed that when the Commission went through the EIR, the EIR consultant would have vetted the information and the informational assumptions in the General Plan. He added that he thought what the EIR does is look at all those assumptions; he inquired if this took place. Ms. Stern replied that this did happen, adding that, for example, in Biology, staff worked with the consultants prior to doing the section because they are the experts, and the information was then incorporated into the General Plan.

Commissioner Fox inquired if the Pleasanton Unified School District, Zone 7, and TVTC as well as other agencies such as ABAG, MTC, Caltrans, and the State received copies of the documents. Ms. Stern confirmed that those agencies as well as other State and Federal agencies received copies of both the General Plan and the EIR.

Commissioner Fox stated that according to ABAG, State law requires that the Housing Element be updated every five years. She noted that the City's Housing Element was last updated in 2003 but is not included in this General Plan. She inquired if the City was due to update this Element. Ms. Stern replied the update requirement is not always five years but varies according to and is dependent upon when the regional housing needs determination numbers are released. She noted that the Housing Element would be due about a year-and-a-half after those numbers are developed. She indicated that the statutory date is now June 30, 2009 and that staff will be working on this.

## THE PUBLIC HEARING WAS OPENED.

S.1 John Carroll stated that his main concern was the increase in miles driven within the City which is up by 46 percent. He noted that the City already has a lot of traffic and that this will be a dramatic increase. He added that the major driver of the increase will be the commercial development for the Hacienda Business Park. He stated that he felt people's air quality was not the greatest already and that he would like to come up with a plan to encourage businesses or get BART to Livermore, install more bike paths, or get some way to dramatically reduce the miles anticipated to be driven. He suggested providing carrots as incentives such as installing bike racks, hiring local workers, and other things to bring about decrease in miles driven. With respect to CEQA, he stated that it has been mentioned there may not be the need for additional study. He then inquired if the extension of Stoneridge Drive was looked at not only as part of the EIR but as a thoroughfare as well and if a traffic study was included. He further inquired if an additional study would be required if Stoneridge Drive were to go through.

Nancy Allen noted that she had submitted some questions in writing to Ms. Stern and requested confirmation that these questions would be answered. Ms. Stern replied that they would be addressed in the Final EIR. Ms. Allen voiced similar concerns as Mr. Carroll regarding the 46-percent increase. She added that the City is out of compliance with the air quality plan, which might be a technicality. She inquired what the break-even point might be for the City to be in compliance. She further inquired what the impact would be with respect to Downtown versus East Pleasanton and other areas, and if one area would be more impacted than others. She noted that a better understanding of the real impacts is necessary before any final decisions are made.

S.2 Ms. Allen inquired what would happen should the 46-percent increase be found to be unacceptable. She stated that she felt it might mean reducing the source, which are parking spots for cars. She suggested that there should be only one parking spot for every one or two new jobs created. She noted that this might mean that businesses get more creative in telecommuting alternatives and that this might also cause creative things like parking lots right outside the freeway with bus service between buildings. She added that bike lanes and car pools are great but do not change behavior. She indicated that she now takes the bus to the BART station when she goes to work because it is more convenient and does not require a parking space. She stated that she felt a real cost should be assessed or have less parking to really provide an incentive for people to change their behavior. She encouraged the City to place a stake in the ground, put something more aggressive in place, and partner with businesses.

Chair Blank stated that he felt 46 percent was an attention-getting number and that he hoped the public will weigh in and let everyone know their feelings. He then thanked the speakers for their comments.

## **THE PUBLIC HEARING WAS CLOSED.**

Commissioner Fox referenced where new jobs were being created, such as the 15,000 in the East Pleasanton area as placeholders, and inquired how many jobs were expected at buildout of Hacienda Business Park. Ms. Stern replied that she could not provide a precise answer but that future development in Hacienda Business Park may be a smaller proportion than the speaker might have realized. She noted that Table 2.2 in the Land Use section of the General Plan shows existing development and future development. She added that this looks at 2006 and that some of the expansion anticipated in 2006 has already happened. She explained that from the table, it appears like there is a little less than 2 million square feet that is to be built in Hacienda Business Park, but she believed it was less because several buildings have recently been completed.

Commissioner Fox noted that there are 4 million square feet assumed in addition to East Pleasanton and that it looks like the delta between 2006 and buildout of Hacienda Business Park is 2 million square feet. Ms. Stern clarified that this was a 2006 number and that some buildings have been recently completed; the balance is most likely less than 1 million.

Commissioner Fox inquired whether the 46 percent was being driven by that placeholder in East Pleasanton of 4 million square feet. Ms. Stern replied that about 13 million square feet is the total anticipated increase with about 4 million in East Pleasanton and 9 million in the rest of the City.

Chair Blank suggested adding a percentage figure to each one so one could see the delta of what is added, which might cause less work than doing the math. Ms. Stern noted that this could be included as supplemental information.

Commissioner Fox inquired how every additional 100 square feet of office space is translated to the number of jobs. Ms. Stern referred to Table 2.4, Employee Density Standards, on page 2-17. She noted that there is also a confusing factor because restaurants have different shifts of employees, so there is not a direct correspondence between the density standards and the number of jobs.

Commissioner Fox stated that she felt there might be a way to figure out how many employees are generated per square feet for office, light industrial, and commercial retail. She inquired what is included within each category. Ms. Stern replied that when looking at the model, there is a much finer definition of what the land uses are, and there would be generation factors which represent jobs. She noted that the table is a general idea but does not capture the nuances of the model.

Commissioner Fox inquired whether converting the R&D and retail and industrial park uses in East Pleasanton to office and light manufacturing in the table on page 2-17 might result in less employees. Ms. Stern replied that the office at

300 square feet per employee actually results in more employees per thousand square feet than warehouse or service commercial uses.

Commissioner Fox stated that she believed it was fair to say that for East Pleasanton, retail, R&D, and industrial park are kind of placeholders but that it is possible it could be something other than retail. Ms. Stern noted that it was assumed the area would be mostly industrial and R&D, with a small amount of retail.

**b. Review of the Draft General Plan**

To provide an opportunity for the Commission to review the Draft General Plan and to provide feedback.

Janice Stern noted that there were a couple of attachments to the staff report: one was replacement pages for the Subregional Planning Element, and the other was a revised map in the Circulation Element section. She apologized for overlooking a memo with information on changes made at the City Council level for the Subregional Planning Element and indicated that those changes would be incorporated into the next printing of the General Plan. With respect to the map, she stated that the actual information on that map which was focused on the intersections was entirely correct, but the base map used did not include all of the updates for the Circulation Element. She added that the Department of Conservation has recently approved some information for a new landslide and liquefaction map and that staff is in the process of preparing a new map that will substitute those in the Safety Element.

Chair Blank inquired if policy changes or substantial information would come before the Commission for discussion. Ms. Stern replied that staff anticipates there would not be any major policy changes as both the Commission and Council have previously reviewed this.

Mr. Dolan advised that once the Final EIR is completed, staff will bring the General Plan back to the Commission for its recommendation to Council. He noted that staff would like to know at this time if there were any items which will work themselves into the Commission's recommendation to the City Council. He indicated that while many things have been vetted at the Council review and direction has been given, it is possible there are more specific issues that the Commission may want to weigh in on.

Chair Blank stated that his comments have to do with fire safety and noise from the airport. He indicated from his recollection that the Planning Commission review was more thorough and detailed than what is reflected in the General Plan. He noted that he wanted to make sure the General Plan is as complete as possible and that he would provide an email.

Commissioner Fox stated that she is trying to figure out if the 1996 General Plan and the Community Trails Master Plan have some policies that were not included in the

Draft General Plan and that she was have some difficulty with matching them up as the General Plan has been reorganized. She inquired if in the absence of a Steering Committee for the update of the General Plan, staff has considered having some sort of citizen team to review each of the Elements and give some formal input toward the process. Ms. Stern replied that staff has checked in with the Council on a regular basis in terms of the status of the General Plan and how staff sees the steps going forward from this point to completion. She added that staff has also conducted a number of workshops and town meetings and has taken the various chapters to the various Commissions to discuss topics within their areas of expertise. She noted that both staff and the City Council feel and agree that outreach has occurred. She added that the public has the opportunity and the ability to comment on the Draft General Plan at this time.

Commissioner Fox inquired if the Parks and Recreation Commission was going to comment on the Open Space and Conservation Element. Ms. Stern replied that the Commissioners were informed that the Draft General Plan is now available and that they are welcome to submit comments.

Chair Blank stated that he thought that the Open Space and Conservation Element was sent to the Parks and Recreation Commission when the Planning Commission first looked at that Element. Ms. Stern confirmed that was the case and added that the Parks and Recreation Commission reviewed the Element at two different times: once with the Park Facilities information and then with the Open Space and Trails information. She noted that the Commission also discussed all of the policies in the existing General Plan and considered whether or not they should be included in the General Plan Update.

Commissioner Fox noted that the City has just formed a new Community Character Committee and inquired if the Committee reviewed the Community Character Element. She further inquired if the Human Services Commission had the opportunity to review the Public Facilities and Community Programs Element. Ms. Stern replied that the Human Services Commission reviewed the Public Facilities and Community Programs Element and that the Element was expanded to reflect new programs, given the more diverse population now than there was in 1996. With respect to the Community Character Element, Ms. Stern explained that the new Committee deals more with social-based values, which is mentioned in the Element. She noted that the Community Character Element is more related to urban design and the physical development of the City.

Commissioner Fox inquired if each of the Commissioners was given a copy of the General Plan. Ms. Stern replied that they were not provided a hard copy but were provided a card which included the link to the Draft General Plan on the website.

Commissioner Fox referred to the Youth Master Plan Implementation Committee (YMPIC) and inquired if this could be called the Youth Element and both documents be folded into one and added as a chapter. Ms. Stern stated that this went to the

Youth Commission early on, at which time it discussed issues related to youth and its interests related to the Bernal Park, the Community Center Youth Center. She added that the Youth Commission recommended supplement policies in the General Plan. Ms. Stern stated that staff has pulled out everything from the Youth Master Plan that had a physical development aspect to it but that she would be happy to look through it again and determine if staff needs to add anything else.

Commissioner Fox said if she saw some relevant information in the Youth Master Plan, such as childcare centers and inquired if she could add this as a comment and recommend that this be included in the General Plan. Ms. Stern replied that she could do so.

#### **THE PUBLIC HEARING WAS OPENED.**

There were no speakers.

#### **THE PUBLIC HEARING WAS CLOSED.**

Chair Bank noted that he felt a lot of what was said in the EIR applies to the General Plan. He encouraged the public to voice out any other things they feel strongly about, and City staff will diligently respond to those questions and ensure they are addressed.

Commissioner Fox inquired if staff could include a placeholder in a future Planning Commission meeting prior to the November 21<sup>st</sup> deadline so staff could clarify any related comments. Ms. Stern noted that the comment period refers to the EIR and that staff would generally treat those comments as questions. She inquired if Commissioner Fox felt that there might be some policy changes related to this.

Commissioner Fox stated that she was trying to match the 1996 General Plan, see what the delta is and to look at the 1986 plan to make sure that policies were not dropped.

Ms. Stern reiterated there is no deadline for comment for the General Plan until the City Council adopts it.

Chair Blank noted that there is only one meeting in November, which is on the 12<sup>th</sup>. Commissioner Fox indicated that she will have her comments in for the EIR before the 12<sup>th</sup>.

Commissioner Olson complimented staff for an outstanding job. He noted that there still seems to be concern in the community that the Commission has not heard everyone on this subject. He suggested that the information in the City Manager's submittal memo be integrated into the introduction, so the reader immediately gets the point that the reason this has taken several years is because there has been a significant amount of public input on the document. He added that it may not be



## **John Carroll**

- S.1 The “46 percent” projected increase cited by the commenter pertains to vehicle miles traveled over the baseline conditions: “However, cumulative development due to implementation of the proposed General Plan would lead to 5,561,000 vehicle miles traveled (VMT), an increase of about 46 percent over existing conditions of 3,797,000 vehicle miles traveled” (page 3.10-10, Air Quality Section of the DEIR). As noted in the air quality impact cited, AQ-1, this is considered a “significant unavoidable” impact. This increase is largely due to continuation of an historic jobs-housing imbalance which is addressed in Response to Comment 11.3 (see Chapter 3). In any case, this portion of the comment concerns the proposed General Plan policies, including transit-oriented development, transit promoting and bicycle facility policies contained in the proposed General Plan; while they respond affirmatively to the core concerns expressed by the commenter, it is debatable whether there are sufficient incentives for reducing vehicle miles driven. Comments on the proposed General Plan shall be responded to in a separate document.

The commenter inquired in the second portion of the comment as to whether the extension of Stoneridge Drive was looked at in this DEIR. As discussed in Responses to Comments 6.2 and 9.2 in Chapter 3, the Stoneridge Drive Extension is part of the proposed General Plan, and thus the City analyzed its extension as part of the DEIR. The DEIR also analyzed the No Project Alternative which does not include the Stoneridge Drive extension. The Transportation Section of the DEIR assumes the full Stoneridge Drive Extension for 2025 Buildout Conditions. See also Responses to Comments 10.1 to 10.4 and 10.8 for a more detailed explanation of this issue.

## **Nancy Allen**

- S.2 Like the prior comment, S.1, this focuses on the 46 percent increase projected in VMT in Pleasanton at buildout of the proposed General Plan. She makes transit and commuting recommendations to help alleviate this increase. However, as before, this comment concerns General Plan policies which are being responded to in a separate document. See also Response to Comment S.1.

Ms. Allen’s written communication was received and responses to questions and comments posed in it are contained in Responses to Comments 2.1 to 2.30, (see Chapter 3).



# Chapter 5

## Revisions to the DEIR

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### 5.1 INTRODUCTION

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This chapter identifies changes and additions to the DEIR that were initiated by City staff, as well as revisions resulting from the responses to comments on the DEIR. The revisions have been organized sequentially by DEIR chapter and are incorporated as part of the FEIR. The following chapter enables City decision-makers and the public to see comprehensively the changes that have been made to the DEIR as a result of comments on the document and staff-initiated revisions.

Revised or new language is underlined. Deleted language is indicated by strikethrough (~~strikethrough~~).

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### 5.2 AMENDMENTS TO EXISTING DEIR TEXT

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The following text changes to the DEIR are first presented in Chapter 3, “Responses to Comments,” and are assembled sequentially below by location in the DEIR:

#### Summary

The following statement is added to the DEIR, on page S-5, seventh paragraph, after the second sentence:

These units will support a residential population of about 78,200. The impact analysis assumes that most new development will be non-age-restricted. Impacts associated with senior housing, for example, may be less than those assumed in this analysis.

#### Project Description

Footnote “a” in Table 2-3 on page 2-13 of the DEIR is augmented to read:

This will be based on a planned unit development (PUD) or Specific Plan, as either may be amended from time to time, subject to the 150 percent maximum floor area ratio (FAR).

#### Environmental Analysis

**Land Use.** Per the City of Livermore’s recommendation, the following text is inserted into the second full paragraph on page 3.1-6:

The City of Livermore is located immediately east of Pleasanton. The majority of Livermore is located on the southern side of I-580, with a portion on the northern side. The western edge of Livermore’s urban growth boundary is contiguous with the eastern side of Pleasanton’s Urban Growth Boundary, as both share a boundary of El Charro Road. The adjoining lands in Livermore are designated for business, commercial park, and limited agricultural uses. The southwestern portion of Livermore’s planning area is also contiguous with Pleasanton’s Urban Growth Boundary, sharing Isabel Avenue as a boundary. The lands in this portion of Livermore’s planning area are designated for residential, neighborhood commercial, agricultural, and

viticultural uses. There are unincorporated lands between Pleasanton and Livermore that are outside both cities' urban growth boundaries. However, this unincorporated land area is within the Livermore General Plan Planning Area as well as within Pleasanton's Sphere of Influence and designated for open space and sand and gravel uses.

**Transportation.** The following paragraph is inserted on page 3.2-8 after the first paragraph, regarding the Union Pacific Railroad:

The City of Pleasanton has five at-grade crossings traversing the Union Pacific Railroad line. These crossings include: Santa Rita Road; Saint John Street (EVA crossing); Saint Mary Street, Rose Avenue; and West Angela Street. Each of these crossings (except for the gated EVA access at Saint John Street) provide adequate warning systems required by the California Public Utilities Commission including constant warning time protection and power-out indicators as well as gate arms, bells and LED flashers (flashers are currently 8-inch indications and need upgrades to 12-inch indications which will be included in the quiet zone process). The City of Pleasanton is considering upgrades to each of these crossing locations to provide supplemental safety measures that would allow the City to apply for quiet zone status. These supplemental safety measures may include median islands, advanced pre-emption, modified signal timing, driveway relocation, additional gate arms and pedestrian improvements at the crossings. The quiet zone upgrades are in the planning and design stage.

Existing text on page 3-38 of proposed General Plan and on the second paragraph of page 3.2-8 of the DEIR is replaced in the following manner:

**Existing text:**

The Metropolitan Transportation Commission, Caltrans, BART, and CalTrain have initiated an update to the Bay Area Regional Rail Plan. This update is to examine the future design of the regional rail system in the nine Bay Area counties. The update will look for opportunities to expand existing facilities such as BART, CalTrain, and ACE, as well as incorporate plans for a new high speed rail system into the existing regional rail network.

**Revised text:**

The Metropolitan Transportation Commission (MTC), CalTrain, BART, California High-Speed Rail Authority, in collaboration with a coalition of rail passenger and freight operators, regional partners, and rail stakeholders, prepared a comprehensive Regional Rail Plan for the Bay Area. MTC adopted the *Regional Rail Plan – Final Report* on September 26, 2007. This planning document examines the future design of the regional rail system in the nine Bay Area counties and serves as the guiding document for this region's short and long-range rail transportation goals in the 9-county Bay Area. The plan identifies opportunities to expand existing facilities such as BART, CalTrain, and ACE, as well as incorporate plans for a new high speed rail system into the existing regional rail network. In the Tri-Valley Area, the Plan recommends an extension of BART to Livermore, with a connection to improved rail service over the Altamont Pass. Improved rail service will likely be connected to the California High-Speed Rail. The California High-Speed Rail Authority, with the Federal Rail Administration, has prepared a programmatic

EIR/EIS that further examines the San Francisco Bay Area to Central Valley corridor. This EIR/EIS generally describes the environmental impacts of a proposed High-Speed Train system within that corridor and including the Altamont Pass.

The fourth paragraph on page 3.2-8 regarding RAPID is modified in the DEIR as follows:

**RAPID.** The Livermore Amador Valley Transit Authority currently plans a ~~new~~ modified Route 10 Bus Rapid Transit project (RAPID) along ~~its existing~~ the Livermore segments of Route 10. Route 10 runs from the Pleasanton/Dublin BART station to the Lawrence Livermore and Sandia National Laboratories. The RAPID service would substantially reduce commute times along this line. The first phase of this project will provide a modified route that runs from Lawrence Livermore Lab to Stanley Boulevard. The RAPID route will then use Isabel Avenue and Jack London Boulevard to access El Charro Road and Dublin Boulevard to the Dublin/Pleasanton BART Station. Other improvements along the existing Route 10 line through Pleasanton include the creation of queue jumping lanes for buses and signal priority to allow for the extension of the green lights for the Route 10 buses.

The following edit is made to the third paragraph under **Level of Service** on page 3.2-10:

~~Congestion Management Agency~~ City of Pleasanton standards are LOS E for roadway segment impacts of a project, except where the roadway segment is already at LOS F under existing General Plan buildout conditions, in this case a project is considered to have an impact if the total traffic added to the segment is more than three percent of the total traffic.

**Utilities.** Table 3.5-3, “Pleasanton Water Demand by Land Use,” is revised in a few places, particularly to reflect lowered demand figures for selected land uses under the “2025 Mean Daily Demand” column:

**Table 3.5-3  
Pleasanton Water Demand by Land Use**

<b>Land Use</b>	<b>2005 Mean Daily Demand (mgd)<sup>a</sup></b>	<b>2005 Annual Demand (afa)</b>	<b>Percent of Total 2005 Annual Demand</b>	<b>2025 Mean Daily Demand (mgd)<sup>a</sup></b>	<b>2025 Annual Demand (afa)</b>	<b>Percent of Total 2025 Annual Demand</b>
Single-Family Residential <sup>b</sup>	8.26	9,252.73	56%	9.78	<del>10,959.54</del>	49%
Multi-Family Residential <sup>b</sup>	0.74	830.46	5%	1.09	<del>1,222.62</del>	5%
Commercial and Institutional <sup>c</sup>	1.56	1,744.02	11%	<del>1.59</del> <u>2.09</u>	<del>2,340.34</del>	10%
Industrial	0.06	66.60	0%	<del>0.27</del> <u>0.08</u>	<del>89.25</del>	0%
Landscape Irrigation <sup>d</sup>	3.34	3,739.60	23%	<del>5.55</del> <u>5.04</u>	<del>5,646.64</del>	25%
Parks <sup>e</sup>	0.75	839.58	5%	1.04	<del>1,160.88</del>	5%
<b>Total</b>	<b>14.71</b>	<b>16,472.98</b>	<b>100%</b>	<b>20.00</b>	<b><del>22,398.71</del></b>	<b>100%</b>

Sources: City of Pleasanton Utility Building Billing and Planning & Community Development Departments, 2006.

Notes:

afa = acre feet annually

- a. Total demand for all users in the specified land use category. 2005 water usage in Pleasanton is based on actual consumption.
- b. Currently 35 percent of multi-family units are condominiums and townhomes that are considered as single-family units for water consumption. The City estimates that future single-family residential units will use on average about 575 gallons per day (gpd) and multi-family will use 300 gpd. The Land Use Element assumes 2,022 new single-family and 1,795 new multi-family dwellings at buildout. For water consumption purposes, using the current ratio of condominium and townhouses to other multi-family units in the future, there will be 2,650 single-family and 1,167 multi-family units.
- c. Commercial/Institutional includes retail, office, government, medical, schools, and other institutional uses with a water demand factor of 0.074 gallons a day per square feet of development. Industrial development uses the same factor. Future use assumes 34 percent commercial and industrial growth.
- d. Landscape irrigation is for commercial/institutional and industrial uses only. The two vineyards near Ruby Hill and other agricultural uses in the southeast hills obtain water directly from Zone 7. Future use assumes 34 percent growth.
- e. East Bay Regional Parks consumed 2,519 units of water in 2005, and this is not estimated to change in 2025. Note that water is totaled for City of Pleasanton Parks by fiscal year (July 1, 2004 to June 30, 2005) rather than calendar year.

**Biological Resources.** Table 3.8-1 is revised to change the “Status” rating to “FE,” or Federally Endangered from “FT,” or Federally Threatened, and to change the “Habitat Suitability” rating to “Moderate” from “No Known Occurrence;” finally “the Oak Grove Site” is added to Callippe Preserve as potential locations, since the butterflies have been observed in both areas:

**Table 3.8-1  
Special Status Species<sup>1</sup> With Potential Presence In Planning Area**

Scientific Name	Common Name	Status <sup>2</sup> (Fed/Ca/other)	General Habitat	Habitat Suitability/ Likelihood of Occurrence <sup>3</sup> within Planning Area
<b>Plants</b>				
Atriplex joaquiniana	San Joaquin spearscale	None/none/1B.2	Chenopod scrub; meadows and seeps; playas; valley and foothill grasslands (alkaline soils).	<b>Moderate.</b> CNDDDB occurrences within 2 miles of boundary.
Campanula exigua	Chaparral harebell	None/none/1B.2	Occurs in chaparral associated with Talus slopes, generally in serpentine soils	<b>Moderate.</b> CNDDDB occurrences within 2 miles of boundary.
Centromadia parryi var. congdonii	Congdon's tarplant	None/none/1B.2	Valley and foothill grasslands (alkaline soils).	<b>Known.</b> CNDDDB occurrences within the boundary.
Helianthella castanea	Diablo helianthella	None/none/1B.2	Occurs in broadleaf upland forest, chaparral, cismontane woodland, coastal scrub, riparian woodland and valley and foothill grassland.	<b>Moderate.</b> CNDDDB occurrences of this species within 2 miles of the boundary.
Monardella villosa ssp. Globosa	Robust monardella	None/none/1B.2	Occurs in broadleaved upland forest openings, chaparral openings, cismontane woodland, coastal scrub, and valley and foothill grassland.	<b>Moderate.</b> CNDDDB occurrences of this species within 2 miles of the boundary.
Streptanthus albidus ssp. permoenus	Most beautiful jewel-flower	None/none/1B.2	Chaparral, cismontane woodland, valley and foothill grasslands, often on serpentine soils.	<b>Moderate.</b> CNDDDB occurrences of this species within 2 miles of the boundary.
Trifolium depauperatum var. hydrophilium	Saline clover	none/none/1B.2	Occurs in marshes and swamps, mesic (well-drained) grasslands in alkaline soil substrates, and vernal pools.	<b>Moderate.</b> Two CNDDDB occurrences of this species within 2miles of the boundary.
<b>Sensitive Natural Communities</b>				
	Sycamore Alluvial Woodland	CDFG Sensitive Habitat	Open to moderately closed, winter-deciduous broadleaved riparian woodland. Understories usually are introduced grasses or mule flat.	<b>Moderate.</b> CNDDDB occurrences of this community within 2miles of the P boundary.
<b>Invertebrates</b>				
Speyeria callippe callippe	Callippe silverspot butterfly	<del>FTFE</del> /none/none	Grasslands that support the California golden violet (Viola pedunculata).	<del>Unknown.</del> <b>Moderate.</b> Potential presence within Callippe Preserve and "Oak Grove" site. <del>surrounding areas. No known occurrences in the vicinity.</del>

## Alternatives

The text on page 5-17 of the DEIR under the “Utilities” paragraph is modified as follows:

However, because infrastructure is already in place around the Planning Area, except in some parts of the East Pleasanton area, and since most development would be infill, no major expansion of infrastructure would be anticipated compared to that of the proposed General Plan or the No Project Alternative.

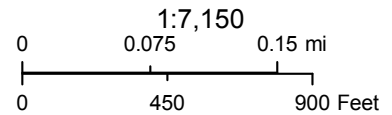
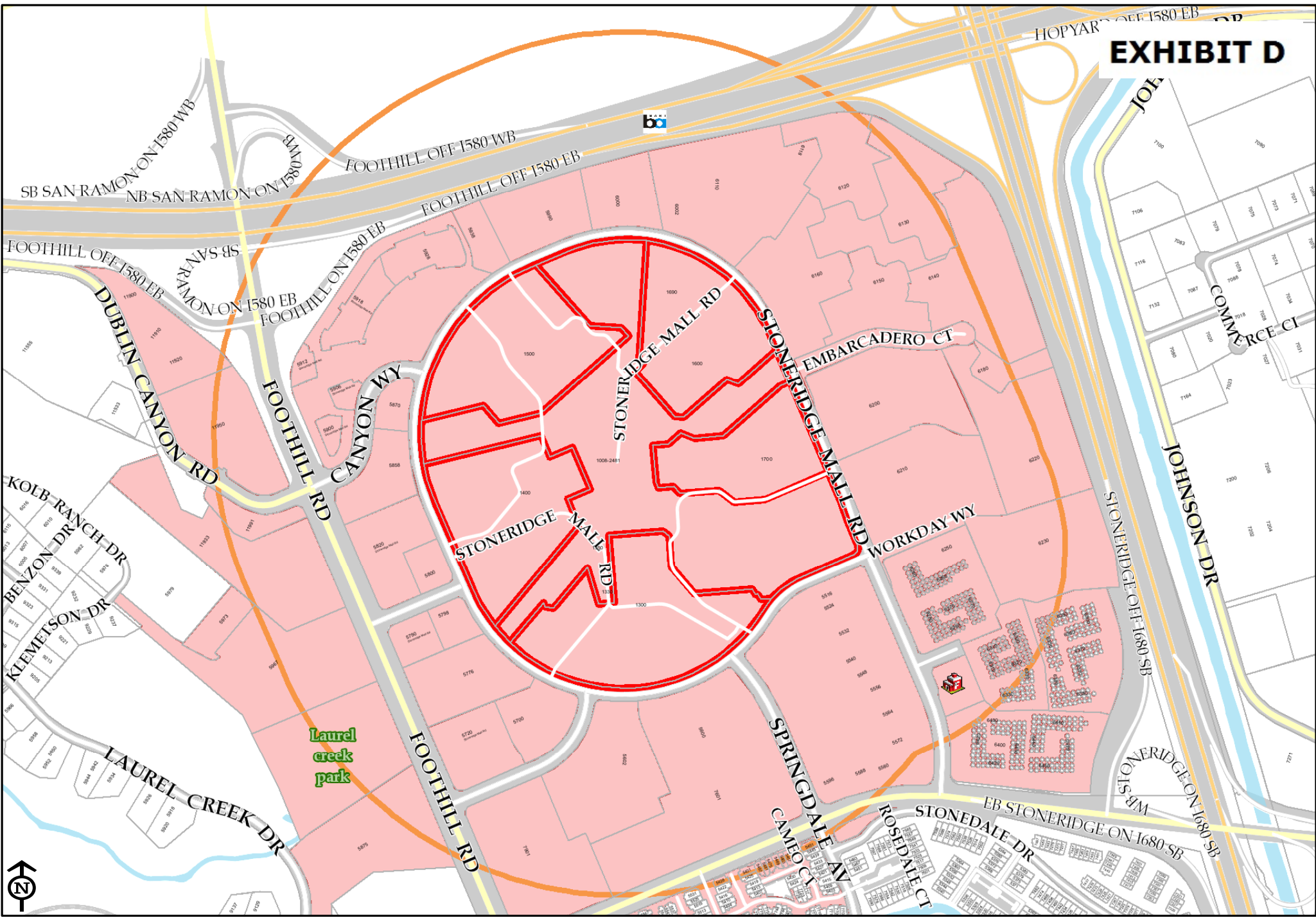
## Appendix B.

Paragraph 5 on page 7 of Appendix B is revised to read as follows:

**City of Pleasanton Housing Cap.** The 1996 General Plan and a subsequent vote of the citizens of Pleasanton established a residential cap of 29,000 units within the Planning Area. In 2008, the voters approved *Measure PP* that broadly defines a housing unit and approved *Measure QQ* the more specifically lists types of units that count towards the housing cap. There is no conflict between the two Measures. Under state law, second units cannot be counted toward the cap. Assisted living facilities, which generally do not have individual and complete kitchens, likewise do not count toward the cap under *Measure PP*'s or *Measure QQ*'s definition of housing unit, although under *Measure QQ*, Council is given the discretion to count units within assisted living facilities (including continuing care communities) based on impacts on community services and infrastructure (including traffic impacts, water and sewer impacts, and impacts on parks and schools). [note to City – does the remainder of the paragraph 7 remain or is it deleted/replaced by this insert?]



# EXHIBIT D



P17-0904, 1008-1700 Stoneridge Mall Road, Stoneridge Properties