



**REPORT TO PLANNING COMMISSION**

**Hearing Date:** May 23, 2011  
**File Number:** 2011-7171

**SUBJECT:** **The Rock Church:** Application for on a .78 acre site located at **929 Weddell Court** in an M-S/POA Zoning District (APN: 110-13-067):

Motion **2011-7171:** Use Permit to allow a new community-serving place of assembly within an existing industrial building.

**REPORT IN BRIEF:**

**Existing Site Conditions** Industrial Building

**Surrounding Land Uses**

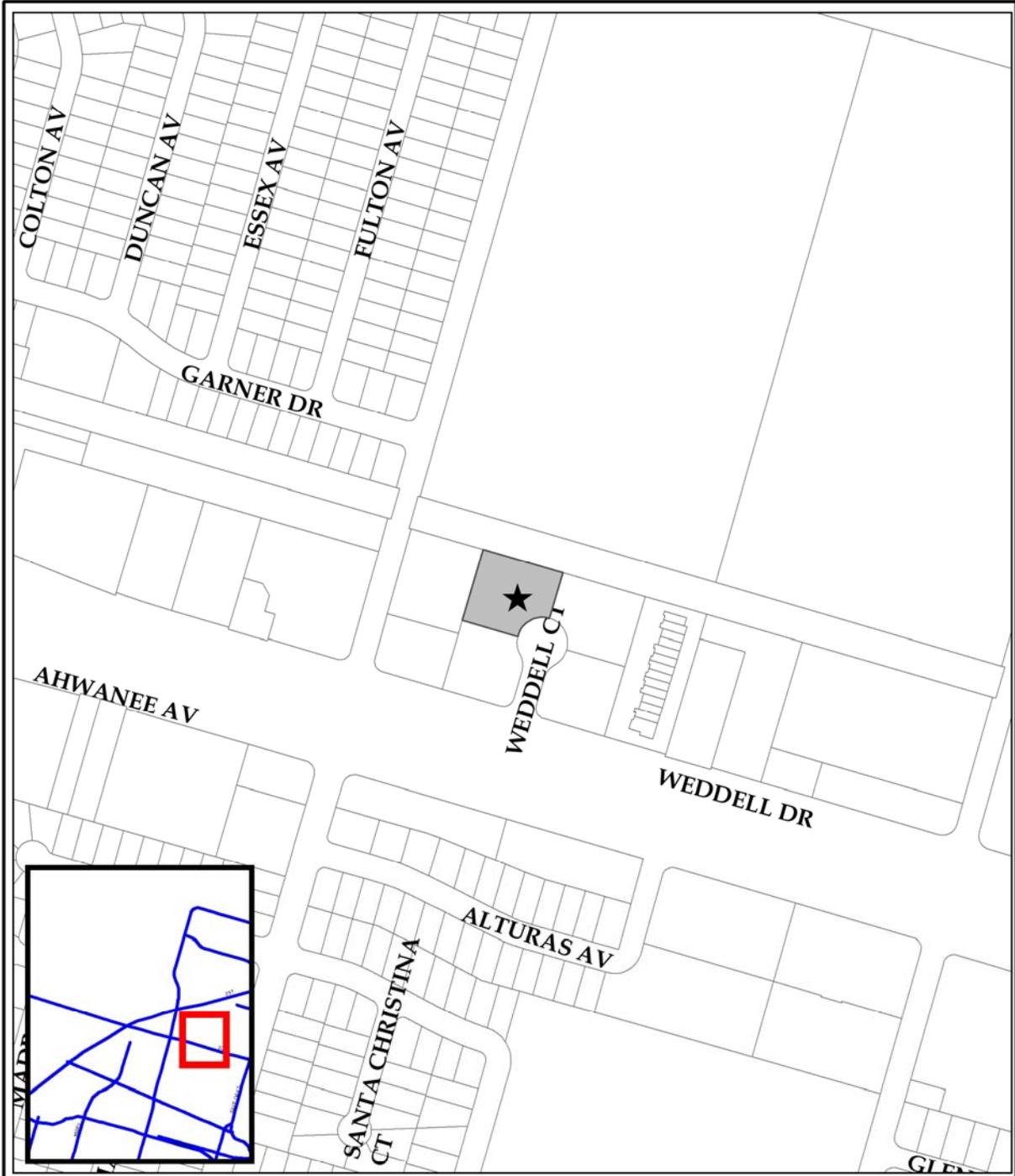
North	John W. Christian Greenbelt and Mobile Home Park
South	Industrial and Service
East	Industrial and Service
West	Industrial and Service

**Issues** Neighborhood Compatibility and Parking

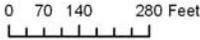
**Environmental Status** A Negative Declaration has been prepared in compliance with California Environmental Quality Act provisions and City Guidelines.

**Staff Recommendation** Approve with Conditions

VICINITY MAP



2011-7171  
 929 Weddell Court (APN: 110-13-067)  
 Use Permit



**PROJECT DATA TABLE**

	<b>EXISTING</b>	<b>PROPOSED</b>	<b>REQUIRED/ PERMITTED</b>
<b>General Plan</b>	Industrial	Same	Industrial
<b>Zoning District</b>	M-S/POA	Same	M-S/POA
<b>Lot Size (s.f.)</b>	31,688	Same	22,500 min.
<b>Gross Floor Area (s.f.)</b>	14,432	14,590	Per original permit
<b>Lot Coverage (%)</b>	46%	Same	Per original permit
<b>Floor Area Ratio (FAR)</b>	46%	Same	Per original permit
<b>No. of Buildings On-Site</b>	1	Same	---
<b>Building Height (ft.)</b>	20'-5"	Same	75' max.
<b>No. of Stories</b>	1	Same	8 max.
<b>Setbacks (Facing Property)</b>			
<b>Front</b>	25'	Same	25' min.
<b>Left Side</b>	54' (54' Combined)	Same	0' min. (20' Combined)
<b>Right Side</b>	0'	Same	0' min.
<b>Rear</b>	0'	Same	0' min.
<b>Parking</b>			
<b>Total Spaces</b>	36	37	74 min.
<b>Standard Spaces</b>	35	31	124 min.
<b>Compact Spaces/ % of Total</b>	0	3 (8%)	3 max. (10%)
<b>Accessible Spaces</b>	1	3	3 min.
<b>Landscaping (sq. ft.)</b>			
<b>Total Landscaping</b>	2,775 (9%)	Same	Per original permit



Starred items indicate deviations from Sunnyvale Municipal Code requirements.

**BACKGROUND:**

**Previous Actions on the Site**

The following table summarizes previous planning application related to the project site.

File Number	Brief Description	Hearing/Decision	Date
2006-0890	Miscellaneous Plan Permit for landscaping upgrades.	Staff / Approved	8/28/2006
1977-0238	Tentative Map to allow a 7-lot subdivision with construction of seven industrial buildings.	Planning Commission/ Approved	3/28/1977

## **DISCUSSION:**

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### **Requested Permit**

The proposed project is a Use Permit to allow a place of assembly (The Rock Church) to occupy an entire industrial building. The project involves minor building interior upgrades, as well as exterior building and parking lot modifications.

- **Use Permit**

The Sunnyvale Municipal Code (SMC) allows consideration of places of assembly within an M-S/POA (Industrial and Service/POA) zoning district through a Use Permit. SMC 19.12.170 defines places of assembly as “religious uses and facilities operated for worship; promotion of religious activities, including houses of worship and education and training.”

The church facility will generally be open every day except for Saturdays, with limited administrative uses Monday through Friday between 9 a.m. and 5 p.m. Additional prayer services, band practice and youth night (recreation) will be provided weekdays after 7 p.m., with a Wednesday worship service for up to 175 patrons between 7:30 p.m. and 9:30 p.m. The busiest day will be on Sunday, with two worship services provided for up to 165 patrons from 9:30 a.m. to 10:45 a.m., and 11:15 a.m. to 12:30 p.m. Child care will also be provided to patrons only during worship services (Attachment E, Letter from the Applicant).

### **Neighborhood Compatibility**

The subject property is located within an industrial neighborhood with residential uses located just north of the John W. Christian Greenbelt. Several properties within this neighborhood were rezoned with the Place of Assembly (POA) combining district in 2006. There are several other similar place of assembly uses located just east of the subject property on E. Weddell Drive. Staff finds that the proposed use is compatible with the existing neighborhood.

## **ANALYSIS:**

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### **Development Standards**

The proposed project generally complies with the applicable Development Standards as set forth in the SMC, with the exception of on-site parking, which is discussed below.

- **Site Layout/Floor Plan**

The site consists of a 14,432 square foot industrial building with surface parking and landscaping. Vehicular access is provided with an existing two-way driveway along Weddell Court. No significant changes are proposed to the overall site layout.

The proposed floor plan includes administrative offices, bathrooms, storage rooms, classrooms/infant rooms (for supervision of children during worship services), kitchen and sanctuary. Approximately 158 square feet of the entry canopy will be enclosed as part of an office. The added building square footage will not change the lot coverage or floor area ratio of the site, as the converted space is already covered area. As designed, the addition will match the architecture of the building.

- **Parking/Circulation**

The project involves minor accessibility upgrades to the parking lot area, which will result in 37 on-site parking spaces. Based on the applicant's description letter, the peak hours for the church will occur on Sundays. SMC 19.46.050 requires the following parking rates for place of assembly uses during the peak hours: one space per three fixed seats, plus one space per 21 square feet of open area or seating space, plus one space per 400 square feet of additional floor area, plus one space per employee, plus one space per special purpose vehicle. Below is staff's parking analysis during Sunday services:

<b>Room</b>	<b>Room Details</b>	<b>Expected Number of Attendees</b>	<b>Required Parking</b>
Sanctuary	3,900 s.f. (186 fixed seats)	175 adults	62
Nursery	456 s.f.	10 children, 2 employees	2
Multi-Media Room	108 s.f.	3 employees	3
Administrative Uses (bathrooms, lobby, etc.)	2,794 s.f.	For use by patrons during services	7
<b>Total Minimum Parking Required = 74</b>			

Based on the parking analysis above, a total of 74 parking spaces would be required on-site during the peak hours. The applicant has secured a shared parking agreement with the adjacent property to the east at 922 Weddell Court for an additional 37 parking spaces (Attachment F). Shared parking agreements are commonly used for place of assembly uses, which may have highly attended services during limited hours. The business located at 922 Weddell Court is closed after 6:30pm on weekdays and on weekends. With the secured parking agreement, a total of 74 on-site and off-site parking spaces are available for use by the church during the peak hours. To further ensure that parking demand can be accommodated, staff recommends that:

- Any future increase in the number of fixed seats in the sanctuary be subject to review and approval by the Director of Community Development,

- Worship services be staggered by a minimum of 30 minutes to reduce potential overlap of patrons on-site,
- Classrooms shall not be used for adult instruction simultaneously as the sanctuary room,
- A parking management plan be submitted subject to staff review and approval,
- Special events and festivals within the seating capacity of the sanctuary and availability of required parking are permitted by right (e.g. weddings, funerals, baptisms). Events that extend beyond the seating capacity of the sanctuary (e.g. religious festivals) will require separate permits to address possible parking overflow, traffic circulation, hours of the event, number of attendees, event location and noise attenuation efforts,
- The parking agreement shall be recorded against the subject properties.

With the secured parking agreement and additional conditions of approval recommended above, staff finds that there is sufficient on-site and off-site parking to accommodate the use.

Staff also recommends that a minimum of one Class I bike locker and three Class II bike racks be installed on-site, per Valley Transportation Authority (VTA) guidelines. Staff will review the location of bicycle spaces as part of the building permit process (Attachment B, Recommended Conditions of Approval).

- **Solid Waste and Recycling Facilities**

As required, a new 6-foot tall masonry trash enclosure will be provided on-site. The trash enclosure shown on the site plan meets the general requirements and design standards prescribed in SMC 19.38.030.

- **Landscaping**

The existing site has 2,775 square feet of landscaping (9% of the lot), which includes ground cover and trees. No modifications are proposed to the landscaped areas. While it is the City's standard practice to require additional landscaping on a legal nonconforming site, options are limited as all areas not covered by building area, parking, and circulation are already landscaped.

### **Environmental Review**

A Negative Declaration has been prepared in compliance with the California Environmental Quality Act provisions and City Guidelines. An initial study has determined that the proposed project would not create any significant environmental impacts (see Attachment C, Initial Study).

According to the City's Hazardous Materials Coordinator, there appears to be no hazardous materials facilities within 1,000 feet of the site that would pose a significant risk to the proposed church employees and patrons. The applicant has submitted a letter acknowledging that the church is locating within an

industrial area that may result in higher levels of noise, traffic, and exposure to hazardous materials that would not normally be encountered in non-industrial areas (Attachment E, Letter from the Applicant). In addition, the applicant will be working with the City’s Hazardous Materials Coordinator and a private consultant to prepare a site safety plan addressing potential risks to employees and patrons of the facility. Per SMC 19.98.020, the site safety plan must be reviewed and approved by the Director of Community Development and Hazardous Materials Coordinator prior to issuance of a building permit, and will be updated annually.

**FISCAL IMPACT**

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No fiscal impacts other than normal fees and taxes are expected. Based on the hours of operation and the low attendance during weekday a.m. and p.m. peak commute hours, there will be no Transportation Impact Fee associated with this project.

**PUBLIC CONTACT**

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Staff has not received any comments from neighbors at the time of the writing of the staff report.

<b>Notice of Negative Declaration and Public Hearing</b>	<b>Staff Report</b>	<b>Agenda</b>
<ul style="list-style-type: none"> <li>• Published in the <i>Sun</i> newspaper</li> <li>• Posted on the site</li> <li>• 1,208 notices mailed to the property owners and residents within 1000 ft. of the project site</li> </ul>	<ul style="list-style-type: none"> <li>• Posted on the City of Sunnyvale's Website</li> <li>• Provided at the Reference Section of the City of Sunnyvale's Public Library</li> </ul>	<ul style="list-style-type: none"> <li>• Posted on the City's official notice bulletin board</li> <li>• City of Sunnyvale's Website</li> </ul>

**CONCLUSION**

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**Discussion:** With implementation of the parking agreement and recommended conditions, staff finds that there will be sufficient parking spaces available to meet the parking demand for the church during the peak hours. In addition, staff finds that the proposed use is compatible with the mix of uses found in the neighborhood. The proposed use is consistent with the POA combining district, and is similar to other assembly uses in the neighborhood.

**Findings and General Plan Goals:** Staff was able to make the required Findings based on the justifications for the Use Permit. Recommended Findings and General Plan Goals are located in Attachment A.

**Conditions of Approval:** Recommended Conditions of Approval are located in Attachment B.

**ALTERNATIVES**

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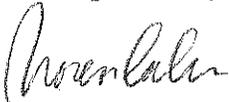
1. Adopt the Negative Declaration and approve the Use Permit with attached conditions.
2. Adopt the Negative Declaration and approve the Use Permit with modified conditions.
3. Adopt the Negative Declaration and deny the Use Permit.
4. Do not adopt the Negative Declaration and direct staff as to where additional environmental analysis is required.

**RECOMMENDATION**

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Recommend Alternative 1 to the Planning Commission: Adopt the Negative Declaration and approve the Use Permit with attached conditions.

Prepared by:



Noren Caliva  
Project Planner

Reviewed by:



Steve Lynch  
Senior Planner

Reviewed by:



Trudi Ryan  
Planning Officer

Attachments:

- A. Recommended Findings
- B. Recommended Conditions of Approval
- C. Negative Declaration
- D. Site and Architectural Plans
- E. Letter from the Applicant
- F. Parking Agreement

## **Use Permit**

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Goals and Policies that relate to this project are:

### **Land Use and Transportation Element**

**Policy N1.14** - *Support the provision of a full spectrum of public and quasi-public services (e.g., parks, day care, group living, recreation centers, religious institutions) that are appropriately located in residential, commercial, and industrial neighborhoods and ensure that they have beneficial effects on the surrounding area.*

**Policy N1.1** – *Protect the integrity of the City’s neighborhoods; whether residential, industrial or commercial.*

**Policy N1.1.4** – *Anticipate and avoid whenever practical the incompatibility that can arise between dissimilar uses.*

### **Open Space and Recreation Sub-Element**

**Policy 2.2.B.2** – *Provide school-aged, youth-oriented recreation and enrichment programs and services during non-school hours.*

1. The proposed use attains the objectives and purposes of the General Plan of the City of Sunnyvale. *(Finding Met)*

The proposed place of assembly use would add to the range of services and uses available in the City and would provide a community resource. As conditioned, the use is consistent with the POA combining district and is similar to other approved place of assembly uses found in the neighborhood.

2. The proposed use ensures that the general appearance of proposed structures, or the uses to be made of the property to which the application refers, will not impair either the orderly development of, or the existing uses being made of, adjacent properties. *(Finding Met)*

The church’s peak operations will occur during the off-peak hours of the existing industrial and office uses in the neighborhood. With implementation of the parking agreement with 922 Weddell Court and recommended conditions, there will be sufficient parking spaces available to meet the parking demand for the church during the peak hours.

**ATTACHMENT B****RECOMMENDED  
CONDITIONS OF APPROVAL AND  
STANDARD DEVELOPMENT REQUIREMENTS  
MAY 23, 2011****Planning Application 2011-7171**

929 Weddell Court

Use Permit to allow a new community-serving place of assembly within an existing industrial building (The Rock Church).

The following Conditions of Approval [COA] and Standard Development Requirements [SDR] apply to the project referenced above. The COAs are specific conditions applicable to the proposed project. The SDRs are items which are codified or adopted by resolution and have been included for ease of reference, they may not be appealed or changed. The COAs and SDRs are grouped under specific headings that relate to the timing of required compliance. Additional language within a condition may further define the timing of required compliance. Applicable mitigation measures are noted with "Mitigation Measure" and placed in the applicable phase of the project.

In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following Conditions of Approval and Standard Development Requirements of this Permit:

**THE FOLLOWING GENERAL CONDITIONS SHALL APPLY TO THE APPROVED PROJECT.**

1. CONFORMANCE WITH APPROVED PLANNING APPLICATION – All building permit drawings and subsequent construction and operation shall substantially conform with the approved planning application, including: drawings/plans, materials samples, building colors, and other items submitted as part of the approved application. Any proposed amendments to the approved plans or Conditions of Approval are subject to review and approval by the City. The Director of Community Development shall determine whether revisions are considered major or minor. Minor changes are subject to review and approval by the Director of Community Development. Major changes are subject to review at a public hearing. [COA] [PLANNING]
2. USE EXPIRATION - The approved use Permit for the use shall expire if the use is discontinued for a period of one year or more. [SDR] (PLANNING)
3. PERMIT EXPIRATION - The permit shall be null and void two years from the date of approval by the final review authority at a public hearing if the approval is not exercised, unless a written request for an extension is

received prior to expiration date and is approved by the Director of Community Development. [SDR] [PLANNING]

4. COMPLY WITH OR OBTAIN OTHER PERMITS: The applicant is required to obtain all necessary permits and pay applicable fees from the Building Safety Division (Building Permit), Department of Public Safety (Fire Operations Permit), Department of Public Works (Encroachment Permit) and Santa Clara County Department of Environmental Health (for food preparation and service).

**THE FOLLOWING CONDITIONS SHALL BE ADDRESSED ON THE CONSTRUCTION PLANS SUBMITTED FOR ANY DEMOLITION PERMIT, BUILDING PERMIT, GRADING PERMIT, AND/OR ENCROACHMENT PERMIT AND SHALL BE MET PRIOR TO THE ISSUANCE OF SAID PERMIT(S).**

5. CONDITIONS OF APPROVAL – Final plans shall include all Conditions of Approval included as part of the approved application starting on sheet 2 of the plans. [COA] [PLANNING]
6. NOTICE OF PROJECT RESTRICTIONS – A Notice of Project Restrictions shall be filed in the official records of the County of Santa Clara and provide proof of such recordation to the City prior to issuance of any City permit, allowed use of the property, or Final Map, as applicable. The Notice of Project Restrictions shall be prepared by the Planning Division and shall include a description of the subject property, the Planning Application number, attached conditions of approval and any accompanying subdivision or parcel map, including book and page and recorded document number, if any, and be signed and notarized by each property owner of record. [COA] [PLANNING]

For purposes of determining the record owner of the property, the applicant shall provide the City with evidence in the form of a report from a title insurance company indicating that the record owner(s) are the person(s) who have signed the Notice of Project Restrictions. [COA] [PLANNING]

7. BLUEPRINT FOR A CLEAN BAY – The building permit plans shall include a “Blueprint for a Clean Bay” on one full sized sheet of the plans. [SDR] [PLANNING]
8. GREEN BUILDING – Comply with CALGreen requirements. [COA] [PLANNING/BUILDING]
9. RECYCLING AND SOLID WASTE ENCLOSURE – The building permit plans shall include details for the recycling and solid waste enclosure.

- The required solid waste and recycling enclosure shall include the following:
- a) Driveways and travel aisles leading to the enclosure shall be a minimum of 16 feet in width and shall have unobstructed access for collection vehicles.
  - b) A concrete stress pad shall be constructed in front of the enclosure.
  - c) Wheel stops shall be installed per City standards. [COA] [PLANNING/PUBLIC WORKS]
10. PARKING MANAGEMENT PLAN – A Parking Management Plan shall be submitted for review and approval by the Director of Community Development prior to issuance of a building permit. The Parking Management Plan shall include the following [COA] [PLANNING]:
- (a) Peak hour use;
  - (b) Vehicular circulation;
  - (c) Overall quantity of parking spaces;
  - (d) Distribution of parking on-site;
  - (e) Needs of specific users, including but not limited to employees, guests, residents and patrons; and
  - (f) Other circumstances that arise when oversight and control of parking spaces is needed. [COA] [PLANNING]
11. PARKING AGREEMENT – The parking agreement with the property located at 922 Weddell Court shall be recorded against the subject properties.
12. SITE SAFETY PLAN – The applicant shall develop a Site Safety Plan addressing the risks presented to employees and patrons, from the surrounding industrial facilities. The plan shall be approved by the Director of Community Development and Hazardous Materials Coordinator prior to issuance of a building permit, and shall include the following components:
- a) Identification of high risk locations within 1,000 ft.
  - b) Knowledge of risks presented by these facilities (toxic gases, corrosive vapors, liquid leaks, fires).
  - c) Contact information for nearby high risk facilities (names and phone numbers of management / safety personnel at nearby facilities).

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- d) Arrangements with nearby facilities for phone notification in the event of a hazardous material release or potential release.
  - e) Procedures for appropriate responses to chemical releases from nearby high risk facilities (complete evacuation / shelter in place procedures), addressing the specific needs of trainee/student population.
  - f) Initial and ongoing safety training program for staff to insure on-site personnel are familiar with the Site Safety Plan and emergency procedures.
  - g) Site and floor plan showing, at a minimum, building exits, evacuation routes, interior area of refuge (shelter in place), fire extinguishers and air handler shutoffs.
  - h) The plan shall be reviewed by the City's Hazardous Materials Coordinator and updated annually. [COA] [PLANNING]
13. BICYCLE SPACES – Provide a minimum of one Class I (locker) and three Class II (racks) bicycle parking spaces (per VTA Bicycle Technical Guidelines). [COA] [PLANNING]
14. ARCHITECTURAL DESIGN – The new building addition shall match the colors and materials as the existing building. [COA] [PLANNING]
15. BUILDING UPGRADES - The existing building shall be upgraded to meet current Sunnyvale Municipal Code requirements and State requirements for building safety, including but not limited to accessibility and restroom upgrades. [COA] [BUILDING]
16. FIRE UPGRADES - The existing site and building shall be upgraded to meet current Sunnyvale Municipal Code and State requirements for fire prevention and safety, including but not limited to:
- a) Adequate number of approved fire extinguishers.
  - b) Fire sprinkler system upgrades.
  - c) Fire alarm system.
  - d) Exit systems, exist signs and emergency lighting.
  - e) Knox (key) box.
  - f) Dead-end fire apparatus roads (parking lot) in excess of 150 shall be provided with width and turnaround provisions as determined by the fire code official.

- g) All means of egress systems, exit signs, and emergency lighting shall comply with the provisions of the California Fire Code.
- h) Places of assembly require a Fire Operations permit, to be obtained and issued at the time of the Fire Prevention inspection, after completion of all construction. [COA] [PUBLIC SAFETY]

**THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES THAT THE USE PERMITTED BY THIS PLANNING APPLICATION OCCUPIES THE PREMISES.**

- 17. USE – The approved use is for a place of assembly and shall comply with the following use limitations:
  - a) A maximum of 186 fixed seats may be installed within the sanctuary. Any future increase in the number of fixed seats in the sanctuary shall be subject to review and approval by the Director of Community Development.
  - b) Worship services shall be staggered by a minimum of 30 minutes to reduce potential overlap of patrons on-site.
  - c) Classrooms shall not be used for adult instruction simultaneously as the sanctuary room.
  - d) The use is only valid with a parking agreement secured for 37 off-site parking spaces.
- 18. HOURS OF OPERATION – The use permitted as part of this application shall comply with the following hours of operation at all times:
  - a) The hours of operation are from 5:30 a.m. to 9:30 p.m., seven days a week [COA] [PLANNING]
- 19. SPECIAL EVENTS AND FESTIVALS –Special events and festivals within the seating capacity of the sanctuary and availability of required parking are permitted by right (e.g. weddings, funerals, baptisms). Events that extend beyond the seating capacity of the sanctuary (e.g. religious festivals) will require separate permits to address possible parking overflow, traffic circulation, hours of the event, number of attendees, event location and noise attenuation efforts. [COA] [PLANNING]
- 20. RECYCLING AND SOLID WASTE - All exterior recycling and solid waste shall be confined to approved receptacles and enclosures. [COA] [PLANNING]
- 21. PARKING MANAGEMENT - On-Site parking management shall conform to the approved parking management plan. [COA] [PLANNING]
- 22. PARKING LOT MAINTENANCE - The parking lot shall be maintained in accordance with the approved plans and as follows:

- a) Clearly mark all employee, customer, and compact spaces. This shall be specified on the Building Permit plans and completed prior to occupancy.
- b) Maintain all parking lot striping and marking.
- c) Assure that adequate lighting is available in parking lots to keep them safe and desirable for the use.
- d) Require signs to direct vehicles to additional parking spaces, as needed.
- e) Clearly mark all compact spaces as per approved plans. [COA]  
[PLANNING]



PLANNING DIVISION  
CITY OF SUNNYVALE  
P.O. BOX 3707  
SUNNYVALE, CALIFORNIA 94088-3707

**NOTICE OF INTENT TO ADOPT  
NEGATIVE DECLARATION**

This form is provided as a notification of an intent to adopt a Negative Declaration which has been prepared in compliance with the provisions of the California Environmental Quality Act of 1970, as amended, and Resolution #193-86.

**PROJECT TITLE:**

Application for **Use Permit** by **The Rock Church**.

**PROJECT DESCRIPTION AND LOCATION (APN):**

**2011-7171: The Rock Church** [Applicant] **The Dorricott Family Partnership** [Owner] Application for a Use Permit to allow a new community-serving place of assembly within an existing industrial building located at **929 Weddell Court**. (APN: 110-13-067) NC

**WHERE TO VIEW THIS DOCUMENT:**

The **Negative Declaration**, its supporting documentation and details relating to the project are on file and available for review and comment in the Office of the Secretary of the Planning Commission, City Hall, 456 West Olive Avenue, Sunnyvale.

This **Negative Declaration** may be protested in writing by any person prior to 5:00 p.m. on **Monday, May 23, 2011**. Protest shall be filed in the Department of Community Development, 456 W. Olive Avenue, Sunnyvale and shall include a written statement specifying anticipated environmental effects which may be significant. A protest of a **Negative Declaration** will be considered by the adopting authority, whose action on the protest may be appealed.

**HEARING INFORMATION:**

A public hearing on the project is scheduled for:

**Monday, May 23, 2011** at 8:00 p.m. in the Council Chambers, City Hall, 456 West Olive Avenue, Sunnyvale.

**TOXIC SITE INFORMATION:**

(No) listed toxic sites are present at the project location.

Circulated On April 29, 2011

Signed:   
Gerri Caruso, Principal Planner

Project No:

Project Title	Use Permit for 929 Weddell Court
Lead Agency Name and Address	City of Sunnyvale P.O. Box 3707, Sunnyvale, CA 94088-3707
Contact Person	Noren Caliva, Associate Planner
Phone Number	408-730-7637
Project Location	929 Weddell Court
Applicant's Name	The Rock Church
Project Address	929 Weddell Court Sunnyvale, CA 94089
Zoning	M-S/POA (Industrial & Service/Places of Assembly)
General Plan	Industrial
Other Public Agencies whose approval is required	None

**DESCRIPTION OF THE PROJECT:**

The proposed project is for a Use Permit to allow a new community-serving place of assembly (The Rock Church) to occupy an entire 14,590 square foot industrial building. "Places of assembly" are defined in Sunnyvale Municipal Code Section 19.12.170 and includes "religious uses and facilities operated for worship; promotion of religious activities, including houses of worship and education and training." The facility will generally be open from 9:00 a.m. to 9:30 p.m. on weekdays and 9:30 a.m. to 12:30 p.m. on weekends. Weekday and weekend uses will include worship services, fellowship, small prayer sessions, and music practice. Child care services are not provided on-site, except during worship services. The busiest times will be during the worship services, which will be scheduled on Wednesdays evenings and Sunday mornings and afternoons.

**DETAILED PROJECT DESCRIPTION:**

On-site Development: The project includes minor site upgrades for compliance with handicap accessibility and solid waste and recycling requirements. In addition, a 158 square foot area underneath the building entrance canopy will be enclosed and converted into an office space for the church. Site access will be maintained with an existing two-way driveway off of Weddell Court.

Construction Activities and Schedule: On-site construction activity is limited to the minor exterior modifications and interior tenant improvements. The project will be subject to the Sunnyvale Municipal Code requirements for noise and hours of construction contained in Chapters 19.42.0.0 and 16.08.030.

Surrounding Uses and Setting: The existing building was previously occupied by a general industrial use and is located within an industrial area. The adjacent sites to the east and west are industrial/office users, with two other places of assembly uses just east of the site. The John W. Christian greenbelt, which is owned by the San Francisco Public Utilities Commission, is located to the north with several multi-family homes located approximately 200 feet from the project site. Highway 101 is located to the south.

Off-site Improvements: Off-site upgrades are limited to a new sidewalk that will be installed along the entire property frontage (approximately 144 feet in length). The new sidewalk will be fully accommodated within the public right-of-way; therefore, no dedications or easements will be required.

## EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
5. Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
6. Earlier Analysis Used. Identify and state where they are available for review.
7. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
8. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project
9. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics             | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Air Quality            | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Transportation/Traffic             |
| <input type="checkbox"/> Biological Resources   | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Utilities/Service Systems          |
| <input type="checkbox"/> Cultural Resources     | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Geology/Soils          | <input type="checkbox"/> Population/Housing            |   |

**MANDATORY FINDINGS OF SIGNIFICANCE (see checklist for further information):**

Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

 Yes No

Mandatory Findings of Significance? Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?

 Yes No

Mandatory Findings of Significance? Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

 Yes No

**DETERMINATION:**

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Checklist Preparer: Noren Caliva

Date: April 29, 2011

Title: Associate Planner

City of Sunnyvale

Signature:



Project

Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Planning					
1. Aesthetics -Substantially damage scenic resources, including, but not limited to trees, historic buildings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale General Plan Map, Open Space Sub-element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
2. Aesthetics -Substantially degrade the existing visual character or quality of the site and its surroundings including significant adverse visual changes to neighborhood character?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale General Plan Map, Open Space Sub-element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
3. Aesthetics -Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale General Plan Map, Open Space Sub-element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
4. Population and Housing - Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure) in a way that is inconsistent with the Sunnyvale General Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Land Use and Transportation Element of the General Plan, General Plan Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
5. Population and Housing - Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Housing Sub-Element, Land Use and Transportation Element and General Plan Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
6. Population and Housing - Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Housing Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
7. Land Use Planning - Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale General Plan Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description

Project

Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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8. Land Use Planning conflict - With the Sunnyvale General Plan, Zoning Ordinance, San Francisco Bay Conservation and Development Commission (BCDC) area or related specific plan adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Land Use and Transportation Element, Sunnyvale General Plan, Title 19 (Zoning) of the Sunnyvale Municipal Code <a href="http://qcode.us/codes/sunnyvale/view.php?topic=19&amp;frames=off">http://qcode.us/codes/sunnyvale/view.php?topic=19&amp;frames=off</a>
9. Transportation and Traffic - Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking Requirements (Section 19.46) in the Sunnyvale Municipal Code <a href="http://qcode.us/codes/sunnyvale/view.php?topic=19-4-19_46&amp;frames=off">http://qcode.us/codes/sunnyvale/view.php?topic=19-4-19_46&amp;frames=off</a>
10. For a project located the Moffett Field AICUZ or an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Moffett Field AICUZ, Sunnyvale Zoning Map, Sunnyvale General Plan Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
11. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	There are no private airstrips in or in the vicinity of Sunnyvale
12. For a project within the vicinity of Moffett Federal Airfield, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Moffett Field AICUZ, Sunnyvale Zoning Map, Sunnyvale General Plan Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
13. Agricultural Resources - Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Zoning Map <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

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Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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14. Noise - Exposure of persons to or generation of noise levels in excess of standards established in the Noise Sub-Element, Noise limits in the Sunnyvale Municipal Code, or applicable standards of the California Building Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sunnyvale Noise Sub-element, SMC <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> 19.42 Noise Ordinance <a href="http://qcode.us/codes/sunnyvale/view.php?topic=19&amp;frames=off">http://qcode.us/codes/sunnyvale/view.php?topic=19&amp;frames=off</a>
15. Noise -Exposure of persons to or generation of excessive groundborne vibration?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Noise Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
16. Noise - A substantial permanent or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Noise Sub-element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
17. Biological Resources - Have a substantially adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Plan Map Project Description
18. Biological Resources -Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Plan Map Project Description
19. Biological Resources -Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Plan Map Project Description

Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
20. Biological Resources -Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SMC 19.90 Tree Preservation Ordinance Sunnyvale Inventory of Heritage Trees
21. Biological Resources -Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description
22. Historic and Cultural Resources - Cause a substantial adverse change in the significance of a historical resource or a substantial adverse change in an archeological resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Heritage Preservation Sub-Element, Sunnyvale Inventory or Heritage Resources The United States Secretary of the Interior's "Guidelines for Rehabilitation" Criteria of the National Register of Historic Places
23. Historic and Cultural Resources - Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description
24. Public Services - Would the project result in substantial adverse physical impacts associated with the provision of new or expanded public schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable performance objectives?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The following public school districts are located in the City of Sunnyvale: Fremont Union High School District, Sunnyvale Elementary School District, Cupertino Union School District and Santa Clara Unified School District. Project Description
25. Air Quality - Conflict with or obstruct implementation of the BAAQMD air quality plan? How close is the use to a major road, hwy. or freeway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAAQMD CEQA Guidelines Sunnyvale General Plan Map Sunnyvale Air Quality Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

Project

Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
26. Air Quality - Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAAQMD CEQA Guidelines Project Description
27. Air Quality -Would the project conflict with any applicable plan, policy or regulation of any agency adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAAQMD CEQA Guidelines Project Description
28. Air Quality -Violate any air quality standard or contribute substantially to an existing or projected air quality violation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAAQMD CEQA Guidelines Sunnyvale Air Quality Sub-Element Project Description
29. Air Quality -Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAAQMD CEQA Guidelines Sunnyvale Air Quality Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
30. Air Quality -Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAAQMD CEQA Guidelines Sunnyvale Air Quality Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
31. Seismic Safety -Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Safety and Safety Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
32. Seismic Safety - Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Safety and Safety Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

Project

Planning	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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33. Seismic Safety-Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Safety and Safety Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
34. Seismic Safety-Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Safety and Safety Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

Further Discussion if "Less Than Significant" with or without mitigation: Based on the proposed floor plan, peak hours and expected number of patrons and employees on-site at a given time, the proposed use requires 74 parking spaces, where only 37 parking spaces are provided on-site. The applicant has secured a parking agreement with the adjacent property at 922 Weddell Court, which is closed during the peak hours for the church and will provide an additional 37 parking spaces for church patrons to use. With the parking agreement the project provides a total of 74 parking spaces, which complies with Sunnyvale parking requirements.

Noise impacts are limited to short-term and temporary noise associated with the construction of the project. Through the City's implementation of the Municipal Code noise regulations contained in Chapters 19.42.030 and 16.08.030, this impact will be lessened to a less than significant level during construction.

The proposed project is expected to have a less than significant impact on existing biological resources. As required by the California Department of Fish and Game, the CEQA document filing fee will be paid upon recordation of the Notice of Determination.

Although the site is located within 500 feet of Highway 101, impacts are expected to be less than significant as all uses will occur inside the building, patrons (non-employees) will be on-site for a span of two to three hours and child care will only be provided during worship services.

Responsible Division: Planning Division

Completed by: Noren Caliva

Date: April 29, 2011

Project

Transportation	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Transportation					
35. Exceeds the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all modes of transportation including nonmotorized travel and all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian walkways, bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City's Land Use and Transportation Element, Santa Clara County Transportation Plan, and AASHTO: A Policy on Geometric Design of Highways and Streets.
36. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measurements, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Santa Clara County Congestion Management Program and Technical Guidelines (for conducting TIA and LOS thresholds).
37. Results in a change in air traffic patterns, including either an increase in air traffic levels or a change in flight patterns or location that results in substantial safety risks to vehicles, bicycles, or pedestrians?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale General Plan including the Land Use and Transportation Element
38. Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City and CA Standard Plans & Standard Specifications
39. Conflict with adopted policies, plans, or programs regarding public transit or nonmotorized transportation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Bicycle Plan, VTA Bicycle Technical Guidelines, and VTA Short Range Transit Plan

Project

Transportation	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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40. Affect the multi-modal performance of hte highway and/or street and/or rail and/or off road nonmotorized trail transportation facilities, in terms of structural, operational, or perception-based measures of effectiveness (e.g. quality of service for nonmotorized and transit modes)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	VTA Community Design and Transportation Manual, and Sunnyvale Neighborhood Traffic Calming Program.
41. Reduce, sever, or eliminate pedestrian or bicycle circulation or access, or preclude future planned and approved bicycle or pedestrian circulation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Bicycle Plan, Pedestrian and Bicycle Opportunities Studies and associated capital projects.
42. Cause a degradation of the performance or availability of all transit including buses, light or heavy rail for people or goods movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	VTA Transit Operations Performance Report, VTA Short Range Transit Plan, and Valley Transportation Plan for 2035.

Further Discussion if "Less Than Significant" with or without mitigation: None required.

Responsible Division: Transportation and Traffic Division Completed by: Noren Caliva Date: April 29, 2011

Project

Building	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Building					
43. Hydrology and Water Quality - Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FEMA Flood Insurance Rate Map Effective 5/18/09 <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> , California Building Code, Title 16 (Building) of the Sunnyvale Municipal Code Project Description
44. Hydrology and Water Quality - Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FEMA Flood Insurance Rate Map Effective 5/18/09 <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> , California Building Code, Title 16 (Building) of the Sunnyvale Municipal Code Project Description
45. Hydrology and Water Quality - Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1995 ABAG Dam Inundation Map <a href="http://www.abag.ca.gov">www.abag.ca.gov</a> , California Building Code, Title 16 (Building) of the Sunnyvale Municipal Code Project Description
46. Geology and Soils -Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Municipal Code 12.60, Storm Water Quality Best Sunnyvale Management Practices Guideline Manual Project Description
47. Geology and Soils -Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Safety and Seismic Safety Sub-Element, <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> California Plumbing, Mechanical, and Electrical Codes and Title 16 (Building) of the Sunnyvale Municipal Code

Building	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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48. Geology and Soils -Be located on expansive soil, as defined by the current building code, creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	California Plumbing, Mechanical, and Electrical Codes and Title 16 (Building) of the Sunnyvale Municipal Code
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Further Discussion if "Less Than Significant" with or without mitigation: None required.

Responsible Division: Building Division    Completed by: Noren Caliva    Date: April 29, 2011

Proje

Engineering	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Engineering					
49. Utilities and Service Systems: Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Sunnyvale Wastewater Management Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
50. Utilities and Service Systems: Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Sunnyvale Waste Water Management Sub-Element Water Resources Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
51. Utilities and Service Systems: Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Sunnyvale Waste Water Management Sub-Element Water Resources Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
52. Utilities and Service Systems: Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Water Resources Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
53. Utilities and Service Systems: Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Sunnyvale Wastewater Management Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
54. Utilities and Service Systems: Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Solid Waste Management Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

Project

Engineering	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
55. Hydrology and Water Quality - Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Regional Water Quality Control Board (RWQCB) Region 2 Municipal Regional Permit
56. Hydrology and Water Quality - Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Santa Clara Valley Water District Groundwater Protection Ordinance <a href="http://www.valleywater.org">www.valleywater.org</a>
57. Hydrology and Water Quality - Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project description Water Resources Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
58. Hydrology and Water Quality - Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems in a manner which could create flooding or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RWQCB, Region 2 Municipal Regional Permit, Stormwater Quality BMP Guidance Manual for New and Redevelopment Projects <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
59. Hydrology and Water Quality - Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Santa Clara Valley Water District (SCVWD) Guidelines and Standards for Land Use Near Streams <a href="http://www.valleywater.org">www.valleywater.org</a> City of Sunnyvale Stormwater Quality Best Management Practices (BMP) Guidance Manual for New and Redevelopment Projects <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>

Project

Engineering	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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60. Utilities and Service Systems: Comply with federal, state, and local statues and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solid Waste Management Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
61. Public Services Infrastructure? Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description

Further Discussion if "Less Than Significant" with or without mitigation: No population growth is expected as a result of this project, and the project will serve the existing population. Additionally, no new infrastructure is required for the proposed re-use of an existing building.

Project

Public Safety – Hazardous Materials	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Public Safety					
	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	
62. Public Services Police and Fire protection - Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sunnyvale Law Enforcement Sub-Element Sunnyvale Fire Services Sub-Element Safety and Seismic Safety Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
63. Public Services Police and Fire protection - Would the project result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	California Building Code SMC Section 16.52 Fire Code

Further Discussion if "Less Than Significant" with or without mitigation: None required.

Responsible Division: Department of Public Safety

Completed by: Noren Caliva

Date: April 29, 2011

Proje

Public Safety – Hazardous Materials	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Public Safety – Hazardous Materials					
64. Hazards and Hazardous Materials - Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description
65. Hazards and Hazardous Materials - Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Description
66. Hazards and Hazardous Materials - Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description
67. Hazards and Hazardous Materials - Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Hazardous Waste & Substances List (State of California) List of Known Contaminants in Sunnyvale

Project

Public Safety – Hazardous Materials	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
-------------------------------------	--------------------------------	--------------------------------	-----------------------	-----------	---

68. Hazards and Hazardous Materials - Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Safety and Safety Sub-Element of the Sunnyvale General Plan <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a>
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Further Discussion if "Less Than Significant" with or without mitigation: According to the City's Hazardous Materials Coordinator, there appears to be no hazardous materials facilities within 1,000 feet of the site that would pose a significant risk to the proposed church. Therefore, impacts are expected to be less than significant.

The applicant has submitted a letter acknowledging that the church is locating within an industrial area that may result in higher levels of noise, traffic, and exposure to hazardous materials that would not normally be encountered in non-industrial areas. In addition, the applicant will be working with the City's Hazardous Materials Coordinator and a private consultant to prepare a site safety plan addressing potential risks to employees and patrons of the facility per Sunnyvale Municipal Code Chapter 19.98.020. The site safety plan must be reviewed and approved by the Director of Community Development and Hazardous Materials Coordinator prior to issuance of a building permit, and will be updated annually.

Responsible Division: Department of Community Service      Completed by: Noren Caliva      Date: April 29, 2011

Project I

Community Services	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
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Community Services	Potentially Significant Impact	Less than Sig. With Mitigation	Less Than Significant	No Impact	Source Other Than Project Description and Plans
69. Public Services Parks? Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Open Space & Recreation Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
70. Recreation - Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Open Space & Recreation Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description
71. Recreation - Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Open Space & Recreation Sub-Element <a href="http://www.sunnyvaleplanning.com">www.sunnyvaleplanning.com</a> Project Description

Further Discussion if "Less Than Significant" with or without mitigation: None required.

Responsible Division: Department of Community Service

Completed by: Noren Caliva

Date: April 29, 2011

**ENVIRONMENTAL CHECKLIST REFERENC**

**Note: All references are the most recent version as of the date the Initial Study was prepared:**

**City of Sunnyvale General Plan:**

- A. General Plan Map
- B. Air Quality Sub-Element (1993)
- C. Arts Sub-Element (1995)
- D. Community Design Sub-Element (1990)
- E. Community Engagement Sub-Element (2007)
- F. Fire Services Sub-Element (1995)
- G. Community Vision (2007)
- H. Fiscal Sub-Element (2006)
- I. Heritage Preservation Sub-Element (1995)
- J. Housing & Community Revitalization Sub-Element (2009)
- K. Land Use & Transportation Sub-Element (1997)  
*Revised 4/28/09 with Allocation of Street Space Policies*
- L. Law Enforcement Sub-Element (1995)
- M. Legislative Management Sub-Element (1999)
- N. Library Sub-Element (2003)
- O. Noise Sub-Element (1997)
- P. Open Space and Recreation Sub-Element (2006)  
*Updated with Parks of the Future Study 4/28/2009.  
Revised 4/24/09.*
- Q. Safety & Seismic Safety Sub-Element (2008)
- R. Socio-Economic Sub-Element (1989)
- S. Solid Waste Management Sub-Element (1996)
- T. Support Services Sub-Element (1988)
- U. Surface Run-off Sub-Element (1993)
- V. Wastewater Management Sub-Element (1996)
- W. Water Resources Sub-Element (2008)

**City of Sunnyvale Municipal Code:**

- A. Title 8 Health and Sanitation
- B. Title 9 Public Peace, Safety or Welfare
- C. Title 10 Vehicles and Traffic
- D. Title 12 Water and Sewers
- E. Chapter 12.60 Storm Water Management
- F. Title 13 Streets and Sidewalks
- G. Title 16 Buildings and Construction
- H. Chapter 16.52 Fire Code
- I. Chapter 16.54 Building Standards for Buildings Exceeding Seventy –Five Feet in Height
- J. Title 18 Subdivisions
- K. Title 19 Zoning
- L. Chapter 19.28 Downtown Specific Plan District
- M. Chapter 19.29 Moffett Park Specific plan District
- N. Chapter 19.39 Green Building Regulations
- O. Chapter 19.42 Operating Standards
- P. Chapter 19.54 Wireless Telecommunication Facilities

- Q. Chapter 19.81 Streamside Development Review
- R. Chapter 19.96 Heritage Preservation
- S. Title 20 Hazardous Materials

**Specific Plans:**

- A. Downtown Specific Plan
- B. El Camino Real Precise Plan
- C. Lockheed Site Master Use Permit
- D. Moffett Park Specific Plan
- E. 101 & Lawrence Site Specific Plan
- F. Southern Pacific Corridor Plan
- G. Lakeside Specific Plan
- H. Arques Campus Specific Plan

**Environmental Impact Reports:**

- A. Futures Study Environmental Impact Report
- B. Lockheed Site Master Use Permit Environmental Impact Report
- C. Tasman Corridor LRT Environmental Impact Study (supplemental)
- D. Kaiser Permanente Medical Center Replacement Center Environmental Impact Report (City of Santa Clara)
- E. Downtown Development Program Environmental Impact Report
- F. Caribbean-Moffett Park Environmental Impact Report
- G. Southern Pacific Corridor Plan Environmental Impact Report
- H. East Sunnyvale ITR General Plan Amendment EIR
- I. Palo Alto Medical Foundation Medical Clinic Project EIR
- J. Luminaire (Lawrence Station Road/Hwy 237 residential) EIR
- K. NASA Ames Development Plan Programmatic EIS
- L. Mary Avenue Overpass EIR
- M. Mathilda Avenue Bridge EIR

**Maps:**

- A. General Plan Map
- B. Zoning Map
- C. City of Sunnyvale Aerial Maps
- D. Flood Insurance Rate Maps (FEMA)
- E. Santa Clara County Assessors Parcel
- F. Utility Maps
- G. Air Installations Compatible Use Zones (AICUZ) Study Map

**ENVIRONMENTAL CHECKLIST REFERENCE LIST**

**Note: All references are the most recent version as of the date the Initial Study was prepared:**

H. Noise Sub-Element Appendix A 2010 Noise Conditions Map

**Lists / Inventories:**

- A. Sunnyvale Cultural Resources Inventory List
- B. Heritage Landmark Designation List
- C. Santa Clara County Heritage Resource Inventory
- D. Hazardous Waste & Substances Sites List (State of California)
- E. List of Known Contaminants in Sunnyvale
- F. USFWS / CA Dept. F&G Endangered and Threatened Animals of California  
<http://www.dfg.ca.gov/biogeodata/cnddb/pdfs/TEAnimals.pdf>
- G. USFWS / CA Dept. F&G Endangered, Threatened and Rare Plants of California  
<http://www.dfg.ca.gov/biogeodata/cnddb/pdfs/TEPlants.pdf>

**Legislation / Acts / Bills / Resource Agency**

**Codes and Permits:**

- A. Subdivision Map Act
- B. San Francisco Bay Region Municipal Regional Stormwater NPDES Permit
- C. Santa Clara County Valley Water District Groundwater Protection Ordinance
- D. The Hazardous Waste and Substance Site List  
[www.dtsc.ca.gov/SiteCleanup/Cortese\\_List.cfm](http://www.dtsc.ca.gov/SiteCleanup/Cortese_List.cfm)
- E. The Leaking Underground Petroleum Storage Tank List  
[www.geotracker.waterboards.ca.gov](http://www.geotracker.waterboards.ca.gov)
- F. The Federal EPA Superfund List  
[www.epa.gov/region9/cleanup/california.html](http://www.epa.gov/region9/cleanup/california.html)
- G. Section 404 of Clean Water Act

**Transportation:**

- A. California Department of Transportation Highway Design Manual
- B. California Department of Transportation Traffic Manual
- C. California Department of Transportation Standard Plans & Standard Specifications
- D. Highway Capacity Manual
- E. Institute of Transportation Engineers - Trip Generation Manual & Trip Generation Handbook
- F. Institute of Transportation Engineers - Traffic Engineering Handbook
- G. Institute of Transportation Engineers - Manual of Traffic Engineering Studies

- H. Institute of Transportation Engineers - Transportation Planning Handbook
- I. Institute of Transportation Engineers - Manual of Traffic Signal Design
- J. Institute of Transportation Engineers - Transportation and Land Development
- K. U.S. Dept. of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices for Street and Highways & CA Supplements
- L. California Vehicle Code
- M. Santa Clara County Congestion Management Program and Technical Guidelines
- N. Santa Clara County Transportation Agency Short Range Transit Plan
- O. Santa Clara County Transportation Plan
- P. Traffic Volume Studies, City of Sunnyvale Public works Department of Traffic Engineering Division
- Q. Statewide Integrated Traffic Records System
- R. Sunnyvale Zoning Ordinance – including Titles 10 & 13
- S. City of Sunnyvale General Plan – land Use and Transportation Element
- T. City of Sunnyvale Bicycle Plan
- U. City of Sunnyvale Neighborhood Traffic Calming Program
- V. Valley Transportation Authority Bicycle Technical Guidelines
- W. Valley Transportation Authority Community Design & Transportation – Manual of Best Practices for Integrating Transportation and Land Use
- X. Santa Clara County Sub-Regional Deficiency Plan
- Y. City of Sunnyvale Deficiency Plan
- Z. AASHTO: A Policy on Geometric Design of Highways and Streets

**Public Works:**

- A. Standard Specifications and Details of the Department of Public Works
- B. Storm Drain Master Plan
- C. Sanitary Sewer Master Plan
- D. Water Master Plan
- E. Solid Waste Management Plan of Santa Clara County
- F. Geotechnical Investigation Reports
- G. Engineering Division Project Files

## ENVIRONMENTAL CHECKLIST REFERENCE LIST

**Note: All references are the most recent version as of the date the Initial Study was prepared:**

H. Subdivision and Parcel Map Files

**Miscellaneous Agency Plans:**

- A. ABAG Projections 2010
- B. Bay Area Clean Air Plan
- C. BAAQMD CEQA Guidelines
- J. Criteria of the National Register of Historic Places

**Building Safety:**

- A. California Building Code,
- B. California Energy Code
- C. California Plumbing Code,
- D. California Mechanical Code,
- E. California Electrical Code
- F. California Fire Code
- G. Title 16.52 Sunnyvale Municipal Code
- H. Title 16.53 Sunnyvale Municipal Code
- I. Title 16.54 Sunnyvale Municipal Code
- J. Title 19 California Code of Regulations

**Guidelines and Best Management Practices**

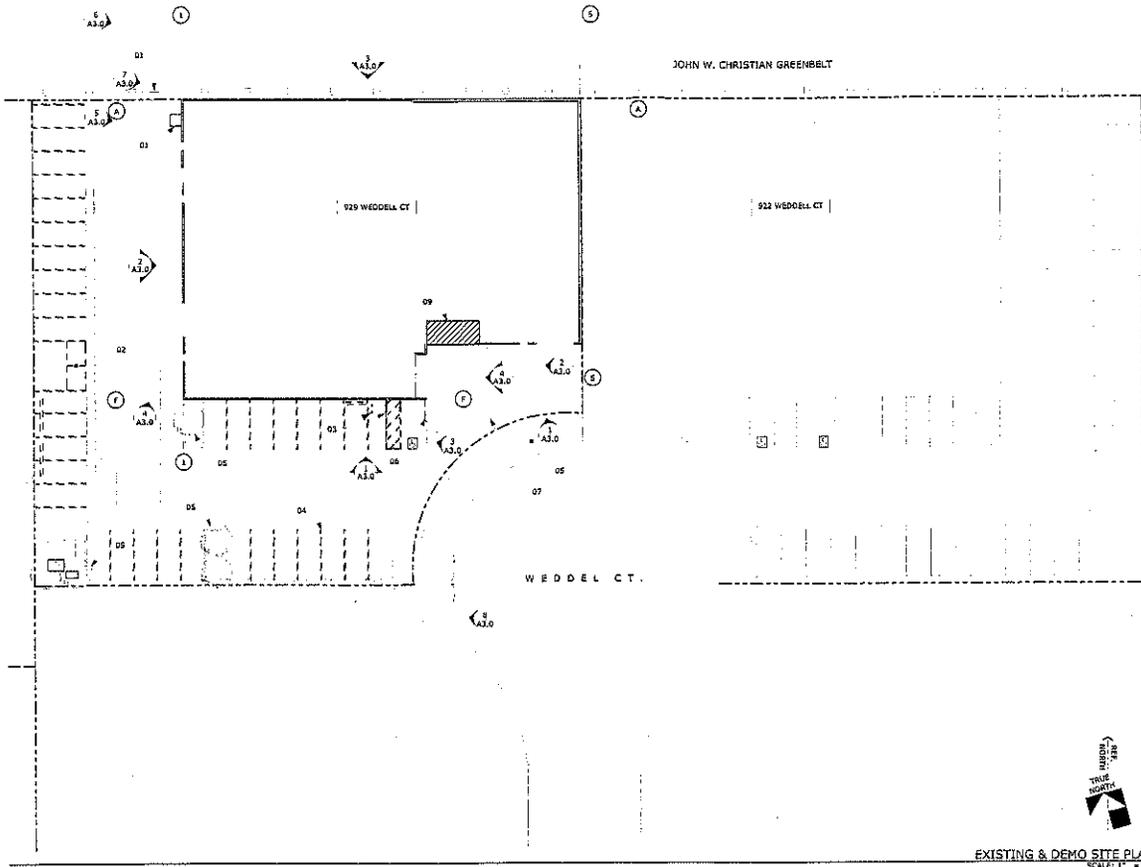
- A. Storm Water Quality Best Management Practices Guidelines Manual 2007
- B. Sunnyvale Citywide Design Guidelines
- C. Sunnyvale Industrial Guidelines
- D. Sunnyvale Single-Family Design Techniques
- E. Sunnyvale Eichler Guidelines
- F. Blueprint for a Clean Bay
- G. SCVWD Guidelines and Standards for Land Use Near Streams
- H. The United States Secretary of the Interior 's Guidelines for Rehabilitation
- I. Criteria of the National Register of Historic Places

**Additional Project References:**

- A. Project Description
- B. Sunnyvale Project Environmental Information Form
- C. Project Development Plans dated 4/19/11
- D. Field Inspection
- E. Project Site Plan dated 4/19/11

**Other:**





EXISTING & DEMO SITE PLAN  
SCALE: 1" = 20'

**GENERAL NOTES**

1. CONTRACTOR SHALL VERIFY LOCATION OF ALL «E» ABOVE GROUND UTILITIES AND PROVIDE FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE COUNTY/DISTRICT TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY.
2. ALL SPOILS, DEBRIS, AND INCIDENTAL ITEMS SHALL BE HAULED OFF SITE BY CONTRACTOR AND BE DISPOSED OF IN A LAWFUL MANNER AS IT ACCUMULATES.
3. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE IN ANY WAY, ANY EXISTING ELEMENTS NOT DESIGNATED FOR REMOVAL, SUCH DAMAGE IS THE RESPONSIBILITY OF THE CONTRACTOR AT AN ADDITIONAL COST TO THE COUNTY/DISTRICT.
4. COORDINATE SHUT-OFF OF ALL UTILITIES PRIOR TO ANY DEMOLITION.
5. CONTRACTOR IS TO PROTECT AND KEEP «E» TREES.
6. THE «E» BUILDINGS ARE TO REMAIN IN USE DURING CONSTRUCTION.
7. THE SITE MUST BE CLEANED AT THE END OF EACH BUSINESS DAY.
8. CONTRACTOR TO MAINTAIN A SAFE, SECURE SITE.
9. THIS DRAWING IS TO OUR BEST KNOWLEDGE AND REFLECTS THE «E» SITE CONDITIONS.

**DEMOLITION KEY NOTES**

- D1 SHED TO BE REMOVED & DISCARDED
- D2 TRASH ENCLOSURE LOCATION TO BE RELOCATED
- D3 EXTERIOR WATER LINE TO BE CAPPED AND PAVED OVER
- D4 PAVING TO BE RESTRIPTED
- D5 «E» LANDSCAPE TO REPAIR
- D6 REMOVE «E» CURB
- D7 «E» PAVED LANDSCAPE AREA
- D8 PROVIDE FOR PARTIAL DEMOLITION OF «E» FENCE TO PROVIDE FOR (H) GATE
- D9 PREP FOR (H) ADDITION

**SYMBOL LEGEND**

- PROPERTY LINE
- - - - - ITEMS TO BE DEMOLISHED

**WESTON MILES**  
ARCHITECTURE

17331 Lyndale Street, Suite #137  
Shirland Hills, CA 91077  
408 • 771 • 4006  
• Architecture • Landscape •

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

EXISTING & DEMO SITE PLAN

THE ROCK CHURCH

929 WEDDELL CT., SHIRLAND HILLS, CA 91077

ATTACHMENT   D    
Page   2   of   7







WESTON MILES

4100 Lincoln Street, Suite #120  
Alhambra, CA 91802  
408 • 231 • 6666

Architecture • Landscape



### GENERAL NOTES

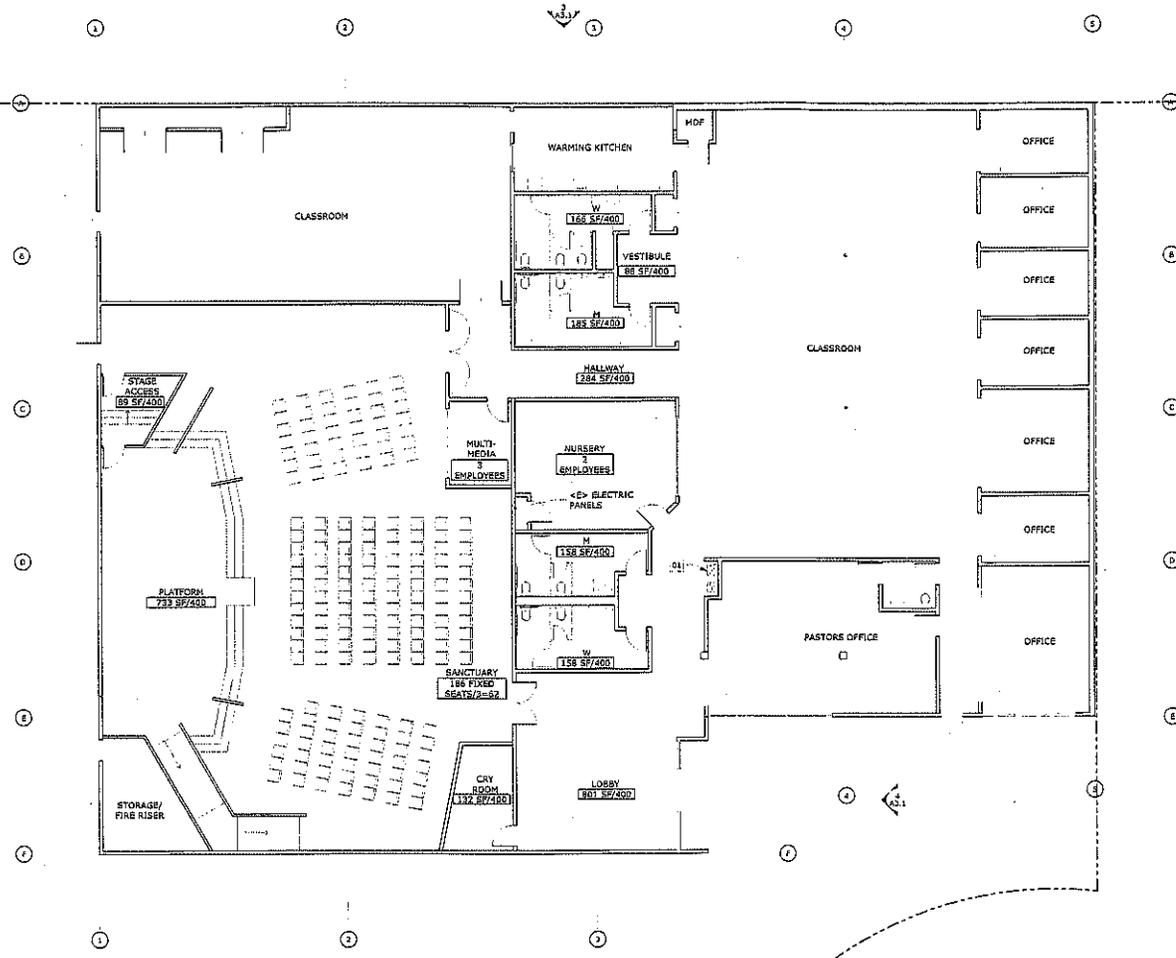
LOADING CALCULATIONS  
(SEE FLOOR PLAN FOR LOCATION OF ROOMS)

SANCTUARY	104 SEATS/3-62
TOTAL	462
ACCESSORY SPACES:	
CRY ROOM	122 SF
LOBBY	801 SF
(M) WOMEN'S	139 SF
(M) MEN'S	139 SF
<E> WOMEN'S	166 SF
<E> MEN'S	185 SF
VESTIBULE	88 SF
HALLWAY	284 SF
PLATFORM	733 SF
STAGE ACCESS	89 SF
TOTAL	2794 SF/100'-7"
MULTIMEDIA ROOM	
NURSERY	3 EMPLOYEES
	2 EMPLOYEES (WITH 10 CHILDREN)
TOTAL	5
TOTAL PARKING	474 SPACES

### KEY NOTES

[D] DRINKING FOUNTAIN. SEE DETAIL 42/12

### SYMBOL LEGEND



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

FLOOR PLAN  
THE ROCK CHURCH  
929 WEBER LCT, SHIRAZ CA, 94089

ATTACHMENT D  
Page 5 of 7

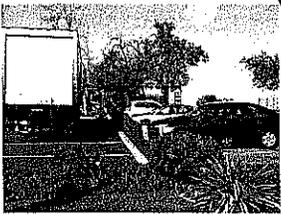


PHOTO 8



PHOTO 7

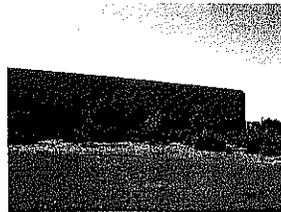


PHOTO 6

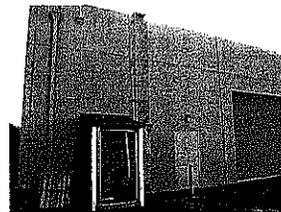


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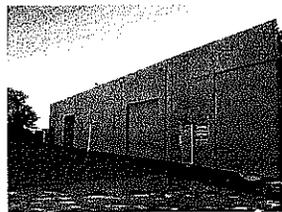


PHOTO 4



PHOTO 3



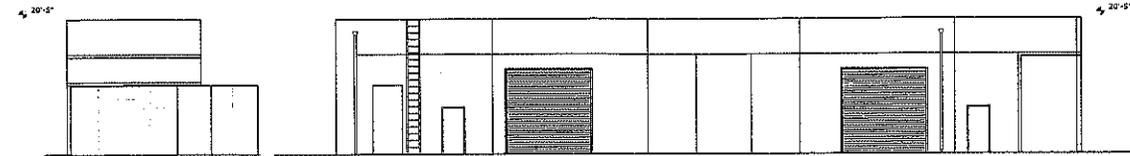
PHOTO 2



PHOTO 1

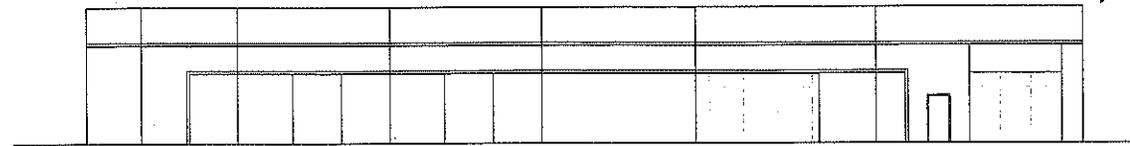


EXTERIOR ELEVATION 3  
SCALE: 1/8" = 1'-0"



EXTERIOR ELEVATION 4  
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATION 2  
SCALE: 1/8" = 1'-0"



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

GENERAL NOTES

KEY NOTES

01 NONE



WESTON MILES  
ARCHITECTURE

17200 Imperial Street, Suite #120  
Mission Hills, CA 91347  
818-771-1600  
• Architecture • Landscape •



EXISTING EXTERIOR ELEVATIONS  
THE ROCK CHURCH

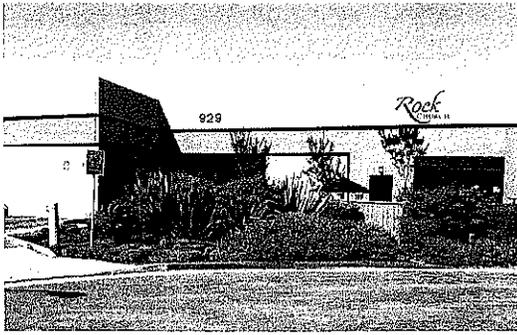
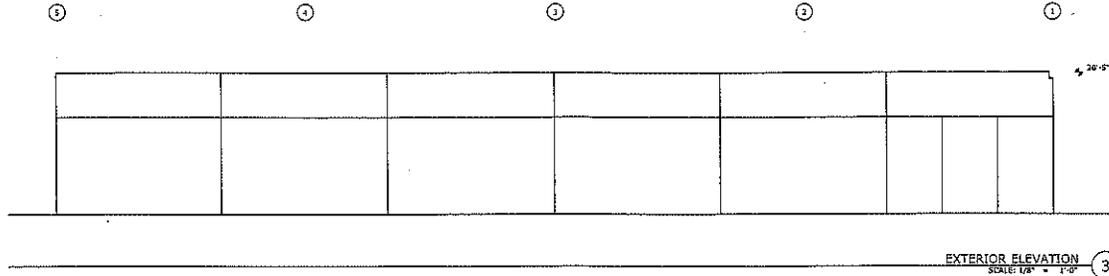
322 WESSELL CT, SIMI VALLE CA 91389

ATTACHMENT D  
Page 6 of 7

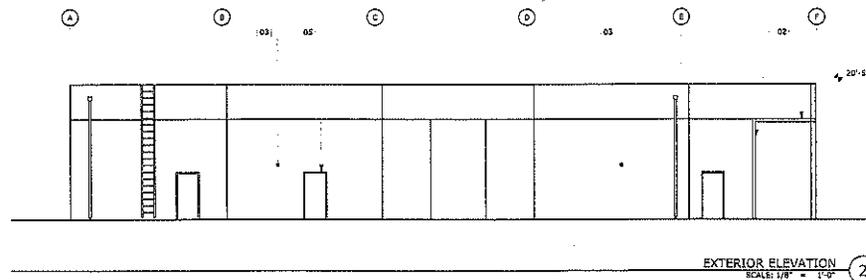
GENERAL NOTES



**WESTON MILES**  
 17000 Wagon Street, Suite #128  
 Meridian, ID, USA 83647  
 208-726-7446  
 • Architecture • Landscape •

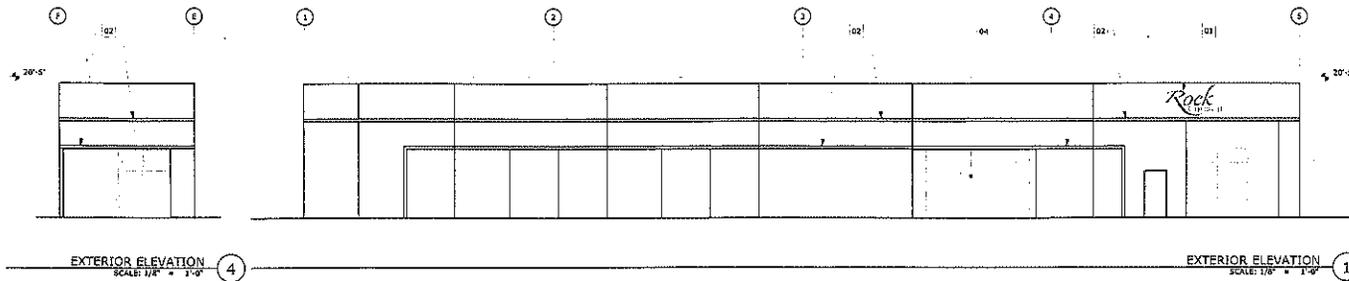


VISUALIZATION OF ENTRY



KEY NOTES

- 01 (N) SIGNAGE
- 02 PAINT BAND, GREEN - EXACT COLOR TO BE CONFIRMED
- 03 INFILL WALL, MATCH <E> WALL MATERIAL AND COLOR
- 04 (N) STOREFRONT & WALL TO MATCH <E> MATERIAL & COLOR
- 05 (N) MAIN DOOR

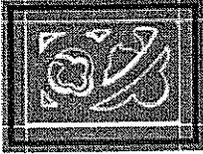


EXTERIOR ELEVATION  
 SCALE: 1/8" = 1'-0"

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

EXTERIOR ELEVATIONS  
 THE ROCK CHURCH  
 333 WENDELL CT, SHIMMERSVILLE, CA, 94589

ATTACHMENT D  
 Page 7 of 7



## WESTON MILES ARCHITECTS<sup>INC</sup>

17500 Depot St. Suite # 120 Morgan Hill, CA 95037-3642  
408 • 779 • 6686 • fax • 408 • 778 • 9417 • www.wmarchitects.com

May 16, 2011

Noren Caliva  
Sunnyvale Planning Department  
456 W. Olive Ave.  
Sunnyvale, CA 94088  
(408) 730-7435

re: The Rock Church Use Permit  
929 Weddell Court, Sunnyvale, CA 94089  
APN = 110-13-067 (Santa Clara County)

Dear Noren:

Approval of this use permit will enable The Rock Church to make a significant contribution to community life in Sunnyvale. Moreover, approval of this use permit will provide significant community-oriented facilities for the rapidly emerging Fair Oaks residential district which is located north and east of the property. This application is consistent with recently approved places of assembly use permits and is located in a zone approved for such use.

The church will be the sole tenant of this building and their proposed hours of operation are attached. During the week there will be 3 employees holding regular office hours. On Monday early mornings and nights the Church will hold prayer services. Wednesday nights will be the busiest night with 185 attending mid week service; this is roughly half the attendees for both services on Sunday. Thursday nights are reserved for band practice and Friday's are youth nights. Youth nights consist of pizza and a short service with music and bible study. Sunday the church will hold two separate services. They are staggered by 30 minutes to ensure parishioners from the earlier service have cleared out to allow enough parking for the next service. All services and activities have been planned for off-peak times to limit the impact on the neighboring businesses and residences.

This property currently is an industrial use. The modifications to the building for The Rock Church will be minor changes to the exterior and some additions/modifications to the interior, without adding significant square footage to the structure. The total building area is 14,432 square feet; we will enclose part of the front entry for the pastor's office. This will give us a total square footage of 14,590. There will be a total of 186 fixed seats, plus supporting spaces that consist of a media room, nursery, rest rooms and lobby. This would indicate that 74 spaces are needed for parking for the church. The current site has 37 spaces. The Rock Church has negotiated with the owner of the adjacent lot at 922 Weddell Ct. to use 37 spaces. This adequately covers the amount of parking required.

The Rock Church is a fellowship of people who reach outward into their community, bringing hope and opportunity. The Church's mission is to better their community by being actively involved with their neighbors. They plan to start a food pantry (a ministry focused on passing out food to those in need in the area), music school, and Celebrate Recovery (a Christian based 12 step addiction program). They also plan to offer free concerts and children's events. It is their goal to be as actively involved in their immediate community as possible. The Rock Church currently resides in Mountain View but would love the opportunity to bring these values to the Sunnyvale community.

This project would be consistent with the general plan and zoning. There is no significant impact of this project on the environment, including traffic and noise. There is no threat to public health, safety and welfare and no hazardous materials involved. The Rock Church has a critical need for this assembly space to accommodate its church and youth mission. From a financial perspective using this property is cost effective for its current and future needs. It works well provided that the city approves the Use Permit.

Please call our office, if you have further questions.

Sincerely,

Charles Weston

The Rock Church Hours of Operations:  
 Following is the hours of operation of the proposed Rock Church at 929 Weddell Ct.

Day	Hours of Use	# of People	Description
<b>Monday-Friday</b>	9:00am-5:00pm	3 employees	Office Hours
<b>Monday</b>	5:30am-6:30am	30 attendees, 1 employee	Church Prayer
<b>Monday</b>	7:00pm-8:00pm	30 attendees, 1 employee	Church Prayer
<b>Wednesday</b>	7:30pm-9:30pm	175 attendees, 10 employees (Sanctuary)	Mid Week Service
<b>Thursday</b>	7:00pm-8:30pm	20 attendees, 1 employee	Band Practice
<b>Friday</b>	7:00pm-7:30pm	10 employees	Youth Night (Set Up)
<b>Friday</b>	7:30pm-9:30pm	75 attendees, 10 employees	Youth Night
<b>Sunday</b>	9:30am-10:45am	165 attendees, 8 employees (Sanctuary) 3 employees (Media) 10 children, 2 employees (Nursery)	9:30 Worship Service/ Fellowship
<b>Sunday</b>	11:15am-12:30pm	165 attendees, 8 employees (Sanctuary) 3 employees (Media) 10 children, 2 employees (Nursery)	11:15 Worship Service/ Fellowship

Date: April 13, 2011

To: Planning Department of City of Sunnyvale, Ca  
465 West Olive Ave.  
Sunnyvale, Ca 94087

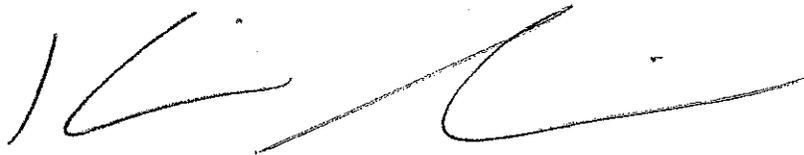
From: The Rock Church  
263 Escuela Ave.  
Mountain View, Ca 94040

Subject: Acknowledgement Letter

We, The Rock Church, acknowledge that the purchase and occupation of 929 Weddell Ct. Sunnyvale, Ca may result in exposure to higher levels of noise, traffic and hazardous material due to our location in an industrial area and proximity to Highway 101.

In addition, we acknowledge our responsibility to implement an effective emergency procedure. This duty is for the benefit and safety of The Rock Church's parishioners. We also understand this as a requirement put in place by the city of Sunnyvale.

Thank you for your consideration.



Kris Seibold  
Administrative Pastor  
The Rock Church

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement") is dated March 14, 2011, for reference purposes only, and is entered into to be effective as of the Effective Date (defined below), by and between Phyllis J Dorricott, trustee ("**Licensor**") and The Rock Church of Mountain View ("**Licensee**") with reference to the following facts and recitals.

**RECITALS**

A. Licensor is the owner of that certain real property located at 922 Weddell Court, Sunnyvale, California 94089 (the "**Property**").

B. Licensee operates The Rock Church of Mountain View located at 263 Escuela Avenue, Mountain View, California 94041 and is under contract to purchase the property commonly known as 929 Weddell Court Sunnyvale, California pursuant to that certain Real Property Purchase and Sale Agreement ("**Purchase Agreement**") by and between Licensee and The Dorricott Family Partnership, a California general partnership.

C. Licensee desires to use that portion of the Property depicted as the Licensed Area on Exhibit A attached hereto and incorporated herein (the "**Licensed Area**") solely for parking of passenger vehicles during Wednesday from 6:00pm – 11:00pm, Friday from 6:00pm – 11:00pm, Saturday from 9:00am – 7:00pm and Sunday 8:00am – 8:00pm church services (the "**Permitted Use**").

D. Licensor is willing to grant a license to Licensee for the sole purpose of engaging in the Permitted Use on the Licensed Area subject to and otherwise on the terms and conditions stated herein. Licensee desires to accept such license on such terms and conditions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, receipt of which is acknowledged by the parties hereto, Licensor and Licensee hereby agree as follows:

**1. Effective Date; Incorporation.**

Notwithstanding any provisions to the contrary contained herein, the provisions of this Agreement shall be effective on that date as of which both Licensor and Licensee have executed this Agreement as shown next to the respective signatures below (the "**Effective Date**"). The provisions of the Recitals set forth above are hereby incorporated into the body of this Agreement.

**2. Grant of License.**

During the Term (defined below), Licensor hereby grants to Licensee non-exclusive license to use the Licensed Area solely for the Permitted Use. Licensee shall not use the Licensed Area in any manner that shall interfere with the occupant/tenant of the Property. "Interfere" shall be defined as the use of the parking area for non parking purposes such as festivals or on-site gatherings.

**3. License Fee; Other Payments.**

In consideration of the grant of the license contained in Section 2, Licensee shall pay to Licensor a license fee in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month for the first year which shall be due on the first (1st) day of each month of the Term (the "License Fee") pro rated for partial months. This fee shall increase \$50.00 per month on each anniversary of this agreement. Simultaneous with Licensee's execution and delivery of this Agreement to Licensor, Licensee shall pay to Licensor the License Fee for the first month of the Term. In addition to the License Fee, Licensee shall pay to Licensor a Security Deposit as more particularly described in Section 4.

**4. Security Deposit.**

Licensee shall pay to Licensor, by certified or cashier's check a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00) (the "Security Deposit"). The Security Deposit shall be held by Licensor as security for Licensee's performance of Licensee's obligations under this Agreement. The amount of the Security Deposit to be refunded to Licensee, if any refund shall be made, shall be determined after deducting any costs incurred by Licensor in correcting any detriment caused by Licensee's failure to perform any provision of this Agreement. Licensee's reimbursement obligations under this Agreement shall not be limited to the amount of the Security Deposit.

**5. Term.**

The term of this Agreement shall commence on closing of the escrow under the Purchase Agreement (the "**Commencement Date**") and shall continue through March 14, 2016 unless sooner terminated in accordance with this Agreement (the "**Term**"). Tenant shall have no right to possession of the Licensed Area after the expiration or termination of the Term; however, the Term may be extended by the mutual written agreement of Licensor and Licensee.

**6. Termination of License.**

The License granted herein shall be irrevocable for the Term unless a material default occurs by Licensee which remains uncured. A material default is defined as: (i) a failure to pay the License Fee (ii) an uncured interference under per Section 2, above, (iii) a failure of Licensee to comply with any of the terms, covenants, and conditions set forth

in this Agreement after being provided ten (10) days notice to cure such default and Licensee fails to cure the default within such ten day period, (iv) if a default cannot be reasonable cured within the ten (10) day period that Licensee has commenced the cure within that time period and proceeds diligently to completion.

**7. Insurance and Indemnity.**

7.1. Insurance. Licensee shall keep all of Licensee's property on the Licensed Area insured against fire and other risks covered by a "Causes of Loss - Special Form" property insurance policy in an amount equal to the replacement cost of such property, the proceeds of which shall, so long as this Agreement is in effect, be used for the repair or replacement of the property so insured. Licensee shall also carry commercial general liability insurance written on an occurrence basis with policy limits of not less than Two Million and No/100 Dollars (\$2,000,000) each occurrence. In addition, if Licensee's use of the Licensed Area includes any activity or matter that would be excluded from coverage under a commercial general liability policy, Licensee shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Licensor may reasonably require. Such commercial general liability insurance shall be (i) provided by an insurer or insurers who are approved to issue insurance policies in the State in which the Licensed Area is located and have an A.M. Best financial strength rating of A- or better and financial size category of VII or larger, and (ii) shall be evidenced by a certificate delivered to Licensor on or prior to the Commencement Date stating that the coverage shall not be cancelled or materially altered without thirty (30) days advance written notice to Licensor. Licensor shall be named as an additional insured on such policy together with, upon written request from Licensor, Licensor's mortgagee and Licensor's managing agent.

7.2. Waiver of Subrogation. Licensor and Licensee each hereby releases the other, and the other's partners, officers, directors, members, agents and employees, from any and all liability and responsibility to the releasing party and to anyone claiming by or through it or under it, by way of subrogation or otherwise, for all claims, or demands whatsoever which arise out of damage or destruction of property occasioned by perils to the extent of insurance proceeds actually received.

7.3. Indemnification. Except to the extent waived by Section 7.2, Licensee shall indemnify, defend and hold harmless Licensor and its tenants, agents, employees, owners, officers, directors, managers, and successors from any claim, loss or liability arising out of or related to any action or inaction of Licensee or its employees, contractors, agents, guests, or invitees or any condition of the Licensed Area while being used by Licensee or its employees, contractors, agents, guests, or invitees. In the event any action is brought against Licensor by reason of any such claim, Licensee shall resist or defend such action or proceeding by counsel reasonable acceptable to Licensor. The obligations under this Section 7.3 shall survive termination of this Agreement.

**8. Maintenance of Licensed Area.**

8.1. As-Is; Maintenance. Licensee has inspected the Licensed Area and has found it to be in good condition and repair and accepts the Licensed Area and the Property in their present "as-is" condition for the Permitted Use. During periods of Permitted Use, Licensee shall maintain the Licensed Area in a good, clean and safe condition. Licensor shall have no obligation whatsoever to light, maintain, repair, upgrade or replace any portion of the Licensed Area during the Term.

8.2. No Improvements; Utilities. Licensee shall make no additions, alterations or improvements to the Licensed Area or the Property whatsoever without having first obtained Licensor's written consent thereto which Licensor may withhold in its sole discretion. Within ten (10) days of its receipt of an invoice from Licensor, Licensee shall pay for all utilities used in, on or about the Licensed Area during the Term.

8.3. Restoration. Should Licensees Permitted Usage cause unreasonable wear and tear or damage to the parking area, Licensee shall upon written demand of Licensor repair such damage and reseal and restripe the Licensed Area to approximate the condition in which it existed immediately prior to the commencement of the Term.

8.4. Patrolling of Licensed Area. Licensee shall be responsible for patrolling the Licensed Area while said area is in use for church services on Wednesdays, Fridays, Saturdays and Sundays.

**9. Mechanics Liens.**

Licensee shall keep the Licensed Area and the Property free from any encumbrances or liens arising out of any work performed (which work shall, in all events, be subject to Licensor's prior written consent, as stated in Section 8.2), materials furnished or obligations incurred by or on behalf of Licensee and shall indemnify, defend and hold Licensor harmless from all claims, costs and liabilities, including attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

**10. Governmental Compliance; Other Restrictions on Use.**

10.1. Compliance by Licensee. Licensee shall promptly comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, governmental or otherwise, relating to the Permitted Use of the Licensed Area. Licensee shall not use or permit the use of the Licensed Area for any purpose other than the Permitted Use or in any manner that will tend to create a nuisance or disturb any other party. Licensee hereby represents and warrants that if required, Licensee has obtained all governmental approvals necessary, if any, in order for Licensee to use the Licensed Area for the Permitted Use and shall provide written evidence of such approvals in detail reasonably acceptable to Licensor simultaneous with the execution of this Agreement by Licensee.

10.2. Regulations. Licensor reserves the right to further reasonably regulate the activities of Licensee at the Licensed Area, and Licensee agrees to abide by such further reasonable regulations of Licensor.

10.3. No Security. Licensee acknowledges and agrees that Licensee is responsible for securing the Licensed Area during a time of permitted Usage and that Licensor does not, and shall not be obligated to, provide any police personnel or other security services or systems for any portion of the Licensed Area and/or Property.

**11. Hazardous Materials; Compliance with Environmental Laws.**

11.1. General. Neither Licensee nor its agents, employees or contractors, shall cause or permit Hazardous Materials to be brought upon, kept or used in, on or about the Licensed Area during the time of Permitted Usage. Licensee shall immediately notify Licensor of any environmental inquiry, test, investigation or enforcement proceeding by or against Licensee involving the Licensed Area. The term "Hazardous Materials" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but not be limited to, all hazardous substances, hazardous materials and hazardous wastes listed by any applicable federal, state or local law, ordinance, statute, rule or regulation.

11.2. Removal of Hazardous Materials. If at any time during the Term of this Agreement, Licensee or its agents, employees, contractors or invitees shall cause or permit Hazardous Materials to be brought upon, kept or used in, on or about the Licensed Area or to have contaminated the soils, air or underground water of the Licensed Area as the result of the Permitted Usage by Licensee or its agents, employees, contractors or invitees, then Licensee, upon notice from Licensor, shall arrange for, at its sole cost and expense, the necessary removal and/or remediation thereof, provided that neither Licensor nor its agents, employees, contractors, invitees or predecessors caused the contamination requiring removal and/or remediation thereof. Licensee shall in no way be liable or held responsible for those Hazardous Materials or contamination present in, on and under the Licensed Area prior to the Effective Date of this Agreement.

11.3. Indemnification. Licensee shall indemnify, defend, protect and hold harmless Licensor and its tenants, agents, employees, owners, officers, directors, managers, and successors from and against any and all liability, claims, demands, losses, causes of action, costs and expenses (including reasonable attorneys' fees) arising out of Licensee's failure to comply with any of its obligations hereunder. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

**12. Prohibition on Assignment.**

The rights, privileges and benefits herein granted to Licensee shall be personal to Licensee and Licensee shall not assign, transfer or otherwise convey the license granted hereunder or any other rights hereunder or any portion thereof. Any attempted assignment, transfer or conveyance by Licensee to another party shall be null and void.

**13. Signs and Advertising.**

Licensee shall not install or affix any signs or lighting on the Licensed Area or the Property without Licensor's prior written consent, which consent Licensor may withhold in its sole and absolute discretion unless such signage is required by a governmental entity as a condition of the Permitted Usage. On or prior to the expiration or earlier termination of this Agreement, Licensee, at its sole cost, shall remove any and all signage and shall repair all damage caused by any such removal.

**14. Notices.**

Any notice or demand required or permitted to be given hereunder shall be in writing and may be served personally or by mail; if served by mail it shall be addressed to:

Licensor: **Phyllis Dorricott**  
PO Box 446  
Los Altos, CA 94023-0446

with copy to:  
**CT BT Commercial**  
Attn: Kenneth Candelaria  
1950 University Ave, Suite 220  
Palo Alto, CA 94303

Licensee: **The Rock Church of Mountain View**  
Attn: Richard M. Grandquist  
263 Escuela Avenue  
Mountain View, CA 94041

Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; or (iii) by FedEx or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. Notices delivered in person shall be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by certified mail shall be deemed given three (3) days after the date on which the notice was deposited with the U.S. Postal Service. Notices sent by FedEx or other reputable "overnight" delivery service shall be deemed given on the date deposited with the delivery service.

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

**15. Real Estate Brokers.**

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Agreement in any manner. Each party shall indemnify, defend, protect and hold the other party harmless from and against all claims, costs, demands, actions, liabilities, losses and expenses (including the reasonable attorneys' fees of counsel chosen by the other party) arising out of or resulting from any claims that may be asserted against such other party by any broker, finder or other person with whom the party bearing the indemnity obligation has or purportedly has dealt. Each party's respective obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

**16. Miscellaneous.**

16.1. Survival. Except to the extent specifically provided herein, the rights and obligations set forth in this Agreement shall survive and shall continue to be enforceable following the expiration of this Agreement.

16.2. Time of Essence. Time is of the essence of each and every provision hereof.

16.3. Waivers. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing or shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision.

16.4. Governing Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State in which the Licensed Area is located.

16.5. Covenants of Cooperation. The parties hereto each agree to cooperate with each other and to execute such additional documents and instruments as may be reasonably required to consummate the transaction contemplated hereby.

16.6. OFAC. Licensee represents and warrants to Licensor that Licensee is not and shall not become a person or entity with whom Licensor is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

16.7. Attorneys' Fees. In the event that either party hereto brings an action at law or in equity to enforce or seek redress for the breach of this Agreement, the prevailing party in such action shall be entitled to recover from the other the prevailing party's reasonable attorneys' fees and all costs (including without limitation, witness fees and discovery costs and those incurred in bankruptcy proceedings) thereby incurred. The provisions of this Section 16.7 are separate and severable and shall survive a judgment on this Agreement.

16.8. Headings and Captions. The headings and captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.9. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal, null, void, against public policy or unenforceable, it shall be adjusted rather than voided, if possible, in order to give effect to the intent of the parties, and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

16.10. Counterparts and Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile transmission with an executed hard copy to follow via overnight courier.

16.11. Construction and Interpretation. All provisions of this Agreement have been negotiated by Licensor and Licensee at arm's length and neither party shall be deemed the scrivener of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties as Licensor and Licensee.

16.12. Joint and Several Obligations. If more than one person or entity is included within the party designated hereinabove as Licensee, each and all of the obligations imposed upon such party under this Agreement shall be the joint and several obligations of each of such persons or entities.

16.13. Integrated Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby and this Agreement may not be modified by an oral agreement whether or not such oral agreement is supported by new consideration.

16.14. Successors and Assigns. Subject to the provisions of Section 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their valid successors, transferees, heirs, personal representatives and assigns.

16.15. Authority. Each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a valid and existing corporation or other relevant entity, that Tenant has all right and authority to enter into this Agreement, and that each and every person signing on behalf of Tenant is authorized to do so. The persons executing this Lease on behalf of Landlord warrants to Tenant that Landlord is a valid and existing corporation or other relevant entity, that Landlord has all right and authority to enter into this Agreement, and that each and every person signing on behalf of Landlord is authorized to do so.

16.16. Relationship of the Parties. Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent, or partnership or joint ventures or any other than the relationship of Licensor and Licensee.

16.17. No Recordation. Neither this Agreement, nor any short form or memorandum thereof, shall be recorded in any manner against the real property of which the Licensed Area comprises a portion unless required by the City of Sunnyvale as part of the approval of a conditional use permit contemplated under the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the Effective Date.

**LICENSOR:**

**Phyllis Dorricott**

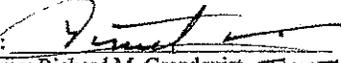
Date: 4-14, 2011

By:   
Name:  
Its:

**LICENSEE:**

**THE ROCK CHURCH  
OF MOUNTAIN VIEW**

Date: 4/15, 2011

By:   
Name: Richard M. Grandquist ~~Richard M. Grandquist~~ **TIMOTHY MORAN**  
Its: Pastor