

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE SETTING FORTH THE MASTER PARKING RATE SCHEDULE FOR MUNICIPAL ON AND OFF STREET PARKING FACILITIES TO AUTHORIZE THE CITY MANAGER TO SET AND ADJUST THE RATE FOR THE USE OF ELECTRIC VEHICLE CHARGING STATIONS AND TO REPEAL RESOLUTION NO. 76047 EFFECTIVE ON THE DATE ADOPTED BY THE CITY COUNCIL

WHEREAS, the City of San José ("City") operates and maintains on and off-street parking facilities; and

WHEREAS, the City Council adopted Resolution 76047 on November 8, 2011 setting forth the Master Parking Rate Schedule for Municipal On and Off Street Parking Facilities to expand the Downtown Free Parking Incentive Program to include existing businesses that are expanding their Downtown office or commercial retail building space by a minimum of 10,000 square feet, expand the Downtown Free and 50% Discounted Parking Incentive Programs to include Owner Occupied Businesses, and authorize the City Manager to provide businesses up to 2-1/2 years of free or 50% discounted parking for up to 100 parking permits when it is determined that the enhanced terms of the parking agreement would be an overriding factor in the relocation or retention of a business in the Downtown, effective as of November 1, 2011; and

WHEREAS, the City desires to amend the Master Parking Rate Schedule to authorize the City Manager to set and adjust the rate of up to \$5 per hour for the use of electric vehicle (EV) charging stations; and

WHEREAS, this new Master Parking Rate Schedule repeals Resolution No. 76047 and will be effective as of the date of adoption of this resolution;

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

SECTION 1. DEFINITIONS

- A. Municipal Off-Street Parking Facility(ies) means the following off-street parking facilities owned and/or operated by City:

12. The Market/San Pedro Square Garage, consisting of the off-street parking facility situated in the block bounded by Santa Clara Street, Market Street, St. John Street and San Pedro Street.
13. The San Pedro/Bassett Lot, consisting of the off-street surface parking facility owned by the Redevelopment Agency situated in the block bounded by Julian Street, San Pedro Street, Bassett Street and Little Market Street.
14. The Second/San Carlos Garage, consisting of the off-street parking facility situated in the block bounded by Second Street, San Carlos Street, Third Street and the McAlister State Office Building.
15. *The South Hall Lot, consisting of the off-street surface parking facility situated in the block bounded by Market Street, Viola Avenue, Almaden Avenue, and Balbach Street.
16. *The Stephens Meat Lot, consisting of the off-street surface parking facilities located on the west side of Autumn Street, between San Fernando Street, and Otterson Street.
17. The Third/Santa Clara Garage (The Globe), consisting of the off-street parking facility located south of East Santa Clara Street between Second Street and Third Street.
18. The Third Street Garage, consisting of the off-street parking facility situated in the block bounded by St. John Street, Second Street, Santa Clara Street and Third Street.
19. The Woz/87 Lot, consisting of the off-street surface parking facility owned by Caltrans, situated on the southwest corner of Woz Way and Route 87 (Guadalupe Expressway) off-ramp.

* Facility is temporary in nature and is not considered part of the City's Parking System as defined in the Fourth and San Fernando Garage bond covenants.

- B. The Arena A, B, C, & D Lots consists of the Municipal off-street surface parking facilities located adjacent to the HP Pavilion in San José ("Arena"). The parking rates set forth in this Resolution shall apply only when the City has the right to utilize these facilities pursuant to the Arena Management Agreement, which are days when there are no Arena events scheduled. The Arena Management Agreement expires July 31, 2018 and has one (1) five-year option to extend. The City's authority to set and charge parking rates at these facilities shall be subject to the terms and conditions of any such parking agreement.

- Each Clean-Air Vehicle must display a Clean-Air Vehicle permit provided by the Director signifying that it is a Clean-Air Vehicle.
 - The Director is authorized to add or remove any Municipal Off-Street Parking Facility from the Clean-Air Vehicle Program as necessary.
- H. Director means the Director or designee, of the Department of Transportation, or the subsequent Director of the Department responsible for the City's Parking Program.
- I. Downtown and Downtown Core refer to the areas highlighted on **Exhibit I**.
- J. Downtown Incubator Program has the following meaning:
- The Redevelopment Agency's Downtown Incubator Program ("Incubator Program") is a program approved by the Redevelopment Agency Board to provide office space and business development and support services to start-up companies.
 - Participants in the Incubator Program include business entities whose businesses are accepted into the Environmental Business Cluster ("EBC"), U.S. Market Access Center (US MAC), Software Development Forum (SD Forum), and the San José Entrepreneur Center (eCenter), and are located in the San José Innovation Center at 100 East Santa Clara Street.
- K. Electric Vehicle (EV) Charging Station(s) means a municipal On-Street or Off-Street parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in a plug-in electric vehicle.
- L. Existing Business/Tenant for purposes of the 50% Discounted Parking Incentive Program means an individual or entity with an existing fully executed written lease agreement for a Downtown office or commercial retail building space entered into on or before January 1, 2010 and has been purchasing at least one monthly parking permit in a City facility at the time of application; and that 1) relocates and enters into another written lease agreement for a different Downtown office or commercial retail building on or after January 1, 2010; or 2) executes a lease extension in their current Downtown office or commercial retail building on or after January 1, 2010.
- M. Incubator, Innovation Center, Shared Workspace Center, or Other Similar Entity (collectively, "Incubator") for purposes of the Incubator Free Parking Incentive Program means an entity that is structured to accelerate the successful

Business/Tenants, Owner Occupied Business, and non-City or non-Redevelopment Agency operated or funded Incubators.

- W. Pavilion Garage refers to a privately owned and operated parking facility that is required through an agreement with the Redevelopment Agency to participate in any public parking program in effect by the City of San José, including the Downtown Parking Validation Program and the Downtown Cinema Validation Program.
- X. Personal Services entity includes establishments which provide nonmedical services of a retail character to patrons which may involve the sale of goods associated with the service being provided. These establishments include beauty or barber shops, shoe repair shops, self-service laundries, tanning salons, tailoring establishments, interior decorating, clothing rental, portrait photography, and diet and weight reduction centers.
- Y. Recreation-Commercial/Indoor entity includes such uses as skating rink, bowling alley, paintball, children's playland, health club/fitness centers and other similar indoor uses.
- Z. Redevelopment Agency Parking Facility refers to the Central Place Garage, a parking facility owned and operated by the Redevelopment Agency of the City of San José, that participates in the Downtown Parking Validation Program and the Downtown Cinema Validation Program.
- AA. Relocating Existing Business/Tenant for purposes of the Free Parking Incentive Program means an individual or entity with an existing fully executed written lease agreement for a Downtown office or commercial retail building space entered into before January 1, 2010 and has not been purchasing monthly parking in a City facility at any time during the twelve (12) months prior to application, and that 1) relocates and enters into another written lease agreement for a different Downtown office or commercial retail building space on or after January 1, 2010; or 2) executes a lease extension in their current Downtown office or commercial retail building space on or after January 1, 2010.
- BB. Social Service Provider means a non-profit group that serves the needs of children and families, the poor or homeless, immigrants, veterans, the mentally ill, the disabled, victims of crime or domestic violence, and persons dependent on alcohol or drugs through direct services.
- CC. Software and Environmental Business means a business entity engaged in software and environmental business programs and development.

that the operating costs for a particular facility are more than the potential revenue.

2. The Premium Monthly Rate shall be computed by multiplying 1.5 times the Monthly Rate, and the Reserved Monthly Rate shall be computed by multiplying 2.0 times the Monthly Rate.
3. Under the Clean-Air Vehicle Program, Clean-Air Vehicles shall be entitled to free parking at designated Municipal Off-Street Parking Facilities as shown in **Exhibit II**. Each Clean-Air Vehicle must display a Clean-Air Vehicle permit provided by the Director signifying that it is a Clean Air Vehicle. All Clean-Air Vehicles parking at Municipal Off-street Parking Facilities shall adhere to the posted parking rules and regulations. The Director of DOT is authorized to extend the program, after June 30, 2012, on a year-to-year basis, if sufficient parking supply remains available to meet demand at the time of extension. If occupancy reaches eighty percent (80%) (either system wide or by facility) at any time during the program, the Director shall evaluate conditions including parking occupancy, office occupancy, and other related indicators to determine if the program can continue or should be discontinued.
4. The Director is authorized to charge the following discounted monthly and semester parking rates to San José State University ("SJSU") students. SJSU students shall be eligible for these reduced parking rates only upon providing proof, sufficient to the Director, that they are currently enrolled in six (6) or more units at SJSU.
 - a. Fifty percent (50%) of the Regular Monthly Parking Rate at any facility that the Director determines is an Under-Utilized Municipal Parking Facility according to the definition in Section 1. These discounted rates are offered on a month-to-month basis only and are based on occupancy. The Director is authorized to suspend the program for any facility that is no longer an Under-Utilized Municipal Parking Facility or if the Director determines the program should be suspended because of parking occupancy, office occupancy, and other related financial or parking indicators.
 - b. Semester Permit Parking rate at the Second/San Carlos Garage or Fourth Street Garage. The discounted semester permit parking rate would be offered in the \$150 to \$175 range as determined by the Director prior to the beginning of each semester. The Director is authorized to suspend the program system wide or by facility if occupancy reaches 80% (system wide or by facility) or if the Director determines the program should be suspended because of parking

Rate within the specified ranges as shown on Exhibit II for events if it is determined that a reduction or increase is necessary to:

- a. optimize use of spaces in the Convention Center Garage; and/or
- b. attract events that contribute to the economic vitality of San José.

When the Director or Team San José, as applicable, considers a reduction of the Special Event Rate, Reserved Daily Rate, and the Incremental Maximum Daily Rates from the normal rate, the Director or Team San José shall assess the event's economic benefit, the projected number of parking spaces needed, and the demand for parking spaces at the Convention Center Garage.

10. Software and Environmental Business Parking Incentive Program – Beginning on November 17, 2007 and ending on June 30, 2012, the Executive Director of the Redevelopment Agency or his/her designee shall accept applications from Software and Environmental Businesses to participate in the City's Parking Incentive Program. Qualified businesses will receive a fifty percent (50%) discount off the current monthly parking rate for twenty-four (24) months. If the parking incentive program is discontinued, the discount rate for existing participants will be continued for the full twenty-four (24) months. Permits cannot be sub-leased or transferred at a marked up rate. The Director is authorized to extend the program, after June 30, 2012, on a year-to-year basis, if sufficient parking supply remains available to meet demand at the time of extension. If occupancy reaches eighty percent (80%) (either system wide or by facility) at any time during the program, the Director shall evaluate conditions including parking occupancy, office occupancy, and other related indicators to determine if the program can continue or should be discontinued.
11. Downtown Incubator Parking Incentive Program – Beginning on November 17, 2007 and ending on June 30, 2012, the Executive Director of the Redevelopment Agency or his/her designee shall accept applications from start-up companies for the Incubator Program to participate in the City's Downtown Incubator Parking Incentive Program. Qualified start-up companies will receive a fifty percent (50%) discount off the current monthly parking rate, for a minimum twenty-four (24) month period, during the time that they are tenants and participants in the Incubator Program. Start-up companies participating in the Incubator Program beyond twenty-four (24) months will continue to receive a fifty percent (50%) monthly parking discount as long as the City continues the Downtown Incubator Parking Incentive Program. If the Redevelopment Agency terminates an incubator's lease or

secured and the parking spaces activated the \$100 rate will be charged. The parking term is available for up to sixty (60) months regardless of the date the parking agreement was initiated prior to June 30, 2012. The Director shall retain the right to choose which Municipal Off-Street Parking Facility a company may use during the parking agreement and is authorized to extend the program, after June 30, 2012, on a year-to-year basis, if sufficient parking supply remains available to meet demand at the time of extension. If occupancy reaches eighty percent (80%) (either system wide or by facility) at any time during the program, the Director shall evaluate conditions including parking occupancy, office occupancy, and other related indicators to determine if the program can continue or should be discontinued.

14. Free Parking Incentive Program for New Business/Tenant, Relocating Existing Business/Tenant, or new/relocating Owner Occupied Business ("Applicant") – Beginning on April 6, 2010 and ending on June 30, 2012, Director shall accept applications from the following for the Free Parking Incentive Program:
 - a. New Business/Tenant, or
 - b. Relocating Existing Business/Tenant, or
 - c. New or Relocating Existing Business/Tenant's building owner/property manager, or
 - d. Existing business that has expanded their Downtown office or commercial retail building space by a minimum of 10,000 square feet on or after November 1, 2011, or
 - e. New or relocating Owner Occupied Business where the Downtown office or commercial retail building space was acquired on or after November 1, 2011, and the parking would be used by the Owner Occupied Business' employees.

Each qualified Applicant will receive free parking in a Downtown Municipal Off-Street Facility, as determined by the Director, for a maximum of fifty (50) parking permits and up to a maximum of twenty-four (24) months. The actual number of months of free parking will be equal to one-half the length of the parking agreement that is executed between the Applicant and City as set forth below. For example, each qualified Applicant that fully executes a forty-eight (48) month Downtown building/office lease and a separate forty-eight (48) month parking agreement with City would be eligible to receive twenty-four (24) months of free parking and required to pay the regular monthly rate

Each qualified Applicant will receive a 50% discount on parking off the regular established monthly rate in a Downtown Municipal Off-Street Parking Facility, as determined by the Director, for a maximum of fifty (50) parking permits and up to a maximum of twenty-four (24) months. The actual number of months of the 50% discounted parking will be equal to one-half the length of the parking agreement that is executed between the applicant and City as set forth below. For example, qualified Applicant that fully executes a forty-eight (48) month Downtown building/office lease agreement and a separate forty-eight (48) month parking agreement with City would be eligible to receive twenty-four (24) months of 50% discounted parking and required to pay the regular monthly rate for the remaining twenty-four (24) months. The City Manager has the authority to execute parking agreements for up to a six (6) year term; however, the maximum term for the 50% discounted parking portion of the lease is twenty-four (24) months. The City Manager is authorized to enter into parking agreements with qualified Applicants for a maximum of 500 parking permits system-wide. A detailed summary of the program is set forth in Exhibit V.

- a. In order to be eligible for the program, Applicant shall sign a parking agreement provided by the City that establishes the length of term, the number of months of free parking, the number of months of paid parking at the City's regular established rate, a one month deposit per parking permit at the regular monthly parking rate, penalties for early termination, and additional fees assessed as set forth in detail in Exhibit V.
- b. Director shall assess which Municipal Off-Street Parking Facility the qualified Applicant will use during the duration of the parking agreement. Director is authorized to extend the program, after June 30, 2012, on a year-to-year or month-to-month basis, if sufficient parking supply remains available to meet demand at the time of extension. Other factors that will be considered by Director in determining whether to extend the parking incentives include the fiscal status of the General Purpose Parking Fund and the economic need for the incentive programs in the Downtown. Additionally, if occupancy reaches eighty percent (80%) (either system wide or by facility) at any time during the program, the Director shall evaluate conditions including parking occupancy, office occupancy and other related indicators to determine if the program can continue or should be discontinued. If the program is discontinued, the terms and conditions of existing parking lease agreements will remain in full force and effect.

ending on June 30, 2012, Director shall accept applications from Incubators to participate in the Incubator Free Parking Incentive Program. Each qualified Incubator will receive free parking in a Downtown Municipal Off-Street Parking Facility, as determined by the Director, for up to one-half the duration of the Incubator's written office lease agreement for Downtown building/office space, for a maximum of fifty (50) parking permits and up to a maximum of thirty-six (36) months of free parking. The actual number of months of free parking will be equal to one-half the length of the parking agreement that is executed between the Incubator and City as set forth below. For example, a qualified Incubator that fully executes a seventy-two (72) month Downtown building/office lease agreement and a separate seventy-two (72) month parking agreement with City would be eligible to receive thirty-six (36) months of free parking and required to pay the regular monthly rate for the remaining thirty-six (36) months. Should the Incubator cease to use any, or all of the parking permits provided to them by City at any time during the term of their parking agreement, the Incubator may be released from the terms of the parking agreement requiring the purchase of parking permits during the paid portion of the parking agreement, as long as the Incubator provides written proof of maintaining office space within San José as an Incubator through the term of their parking agreement.

- a. In order to be eligible for the program, qualified Incubators shall sign a parking agreement provided by the City that establishes the length of term, the number of months of free parking, the number of months of paid parking at the City's regular established rate, a one month deposit per parking permit at the regular monthly parking rate, and additional fees assessed as set forth in detail in Exhibit VI.
- b. Director shall assess which Municipal Off-Street Parking Facility the Incubator will use during the duration of the parking agreement. Director is authorized to extend the program, after June 30, 2012, on a year-to-year or month-to-month basis, if sufficient parking supply remains available to meet demand at the time of extension. Other factors that will be considered by Director in determining whether to extend the parking incentives include the fiscal status of the General Purpose Parking Fund and the economic need for the incentive programs in the Downtown. Additionally, if occupancy reaches eighty percent (80%) (either system wide or by facility) at any time during the program, the Director shall evaluate conditions including parking occupancy, office occupancy and other related indicators to determine if the program can continue or should be discontinued. If the program is discontinued, the terms and conditions of existing parking agreements will remain in full force and effect.

sell such person a Residential Parking Permit. The Residential Parking Permit shall authorize the permit holder to access the participating Municipal Off-Street Parking Facilities as follows: (1) between the hours of 5:00 p.m. to 8:00 a.m. weekdays, (2) all day on weekends and official government holidays, and (3) up to twenty (20) weekdays per year from the hours of 8:00 a.m. to 5:00 p.m.

- C. The Director is authorized to determine which Municipal Off-Street Parking Facilities will participate in the Off-Street Residential Parking Program. For each Municipal Off-Street Parking Facility, the Director shall make this determination based upon the demand for the Off-Street Residential Parking Program at that Facility, the availability of parking spaces to accommodate the Off-Street Residential Parking Program, and the appropriateness of this type of parking at the Facility.
- D. For each Municipal Off-Street Parking Facility participating in the Off-Street Residential Parking Program, the Director shall make available only the number of Residential Parking Permits that can be accommodated at the Facility without impacting other parking uses.
1. The Director shall sell only one (1) Residential Parking Permit for each residential unit. The Director shall sell the Residential Parking Permits on a first-come, first-served basis.
 2. Notwithstanding the foregoing, if the Director determines that the number of Residential Parking Permits available at a participating Municipal Off-Street Parking Facility exceeds the number of residential units for which permits are sought, the Director may sell multiple permits to each residential unit. However, any Residential Parking Permits in excess of one permit shall be subject to immediate termination and revocation by the Director in the event the Director determines such termination and revocation is necessary to accommodate a subsequent increase in demand.
- E. The cost of the Residential Parking Permits for the participating Municipal Off-Street Parking Facilities is set forth in **Exhibit II**, attached and incorporated herein. The monthly rate for the Off-Street Residential Parking Permit Program shall be 50% of the Monthly Rate for the Municipal Parking Facility.
- F. The Director may terminate or revoke a Residential Parking Permit for any reason upon ninety (90) days' notice. The Director may terminate or revoke a Residential Parking Permit for cause upon thirty (30) days' notice. Notwithstanding the foregoing, the Director may terminate or revoke a Residential Parking Permit immediately for failure to pay or for the reason set forth in Section 3.D.2 of this Resolution. Residential Parking Permits shall be subject to renewal at the times

- f. Validation coupons are not accepted at Municipal Parking Facilities that charge a pre-paid rate at entry. Under special circumstances the Director has the authority to accept validations on a pre-arranged basis.
2. Enhanced Downtown Parking Validation Program. This program provides validated parking for a maximum consecutive twelve (12) hour period from 6 pm to 6 am Monday through Friday and on Sunday; and a maximum consecutive twenty-four (24) hour period from 6 am Saturday to 6 am Sunday and on Major Holidays. Effective July 1, 2012 this program provides an additional maximum consecutive twenty-four (24) hour period from 6 am Sunday to 6 am Monday. The parking facilities participating in the Enhanced Downtown Parking Validation Program are as follows:
 - Fourth Street Garage,
 - Market/San Pedro Square Garage
 - Second/San Carlos Street Garage, and
 - Third Street Garage.
 3. Downtown Cinema Validation Program. The Downtown Cinema Validation Program provides a maximum of three (3) hours and thirty (30) minutes of free parking to patrons of cinemas in the Downtown Core area.
 - a. Downtown Cinema Validations may be redeemed at participating parking facilities after the starting time of the first scheduled cinema/movie at any Downtown cinema as determined by the Director.
 - b. Downtown Cinema Validations are limited to redemption at parking facilities determined by the Director to serve the patron needs of the Downtown cinemas. The Director may add parking facilities to this list as they open and serve cinema/movie patron needs. Currently, the following parking facilities have been determined to serve cinema patron needs, based on ease of access and capability to accommodate present usage by patrons of cinemas/movies:
 - Central Place Garage,
 - Fourth Street Garage,
 - Market/San Pedro Square Garage,
 - Pavilion Garage,
 - Second/San Carlos Street Garage,
 - Third/Santa Clara Garage (The Globe), and
 - Third Street Garage.

SECTION 6. RULES AND REGULATIONS

The Director is authorized to promulgate reasonable rules and regulations for operation of the parking facilities described in Section 1, including, but not limited to, collection procedures.

SECTION 7. PRIOR AGREEMENTS

Agreements which the City entered into pursuant to the terms of any prior Resolution establishing rates and charges for the use of parking facilities mentioned above shall remain in full force and effect until expiration or hereafter amended or terminated by the City.

SECTION 8. EFFECTIVE DATE/REPEAL

Resolution No. 76047 shall be repealed and this Resolution shall be effective on March 13, 2012. Any other resolution containing terms and conditions inconsistent with those contained herein are hereby repealed.

ADOPTED this _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

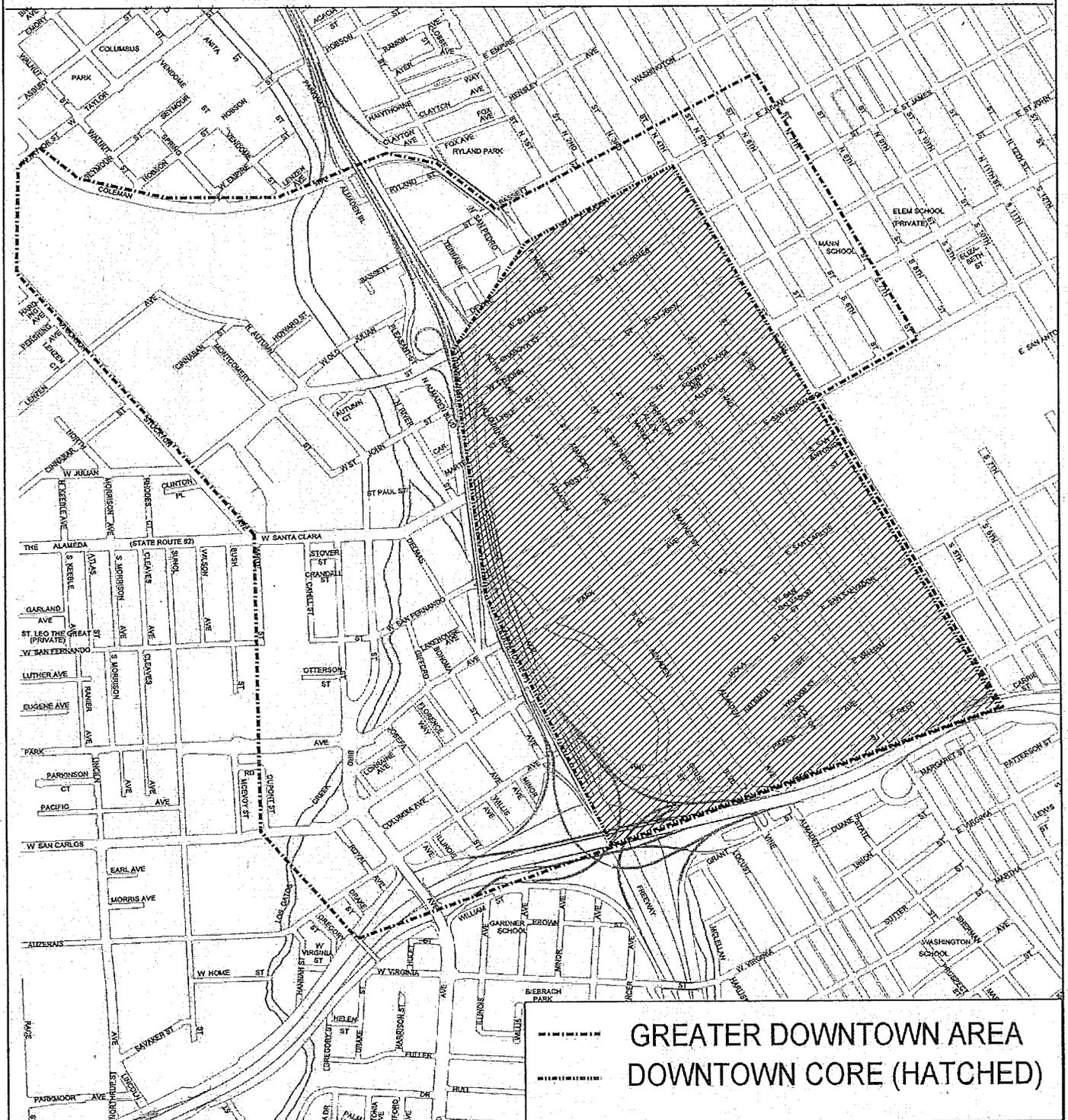
CHUCK REED
Mayor

ATTEST:

DENNIS D. HAWKINS, CMC
City Clerk

EXHIBIT I – DOWNTOWN AND DOWNTOWN CORE

EXHIBIT I - DOWNTOWN AND DOWNTOWN CORE



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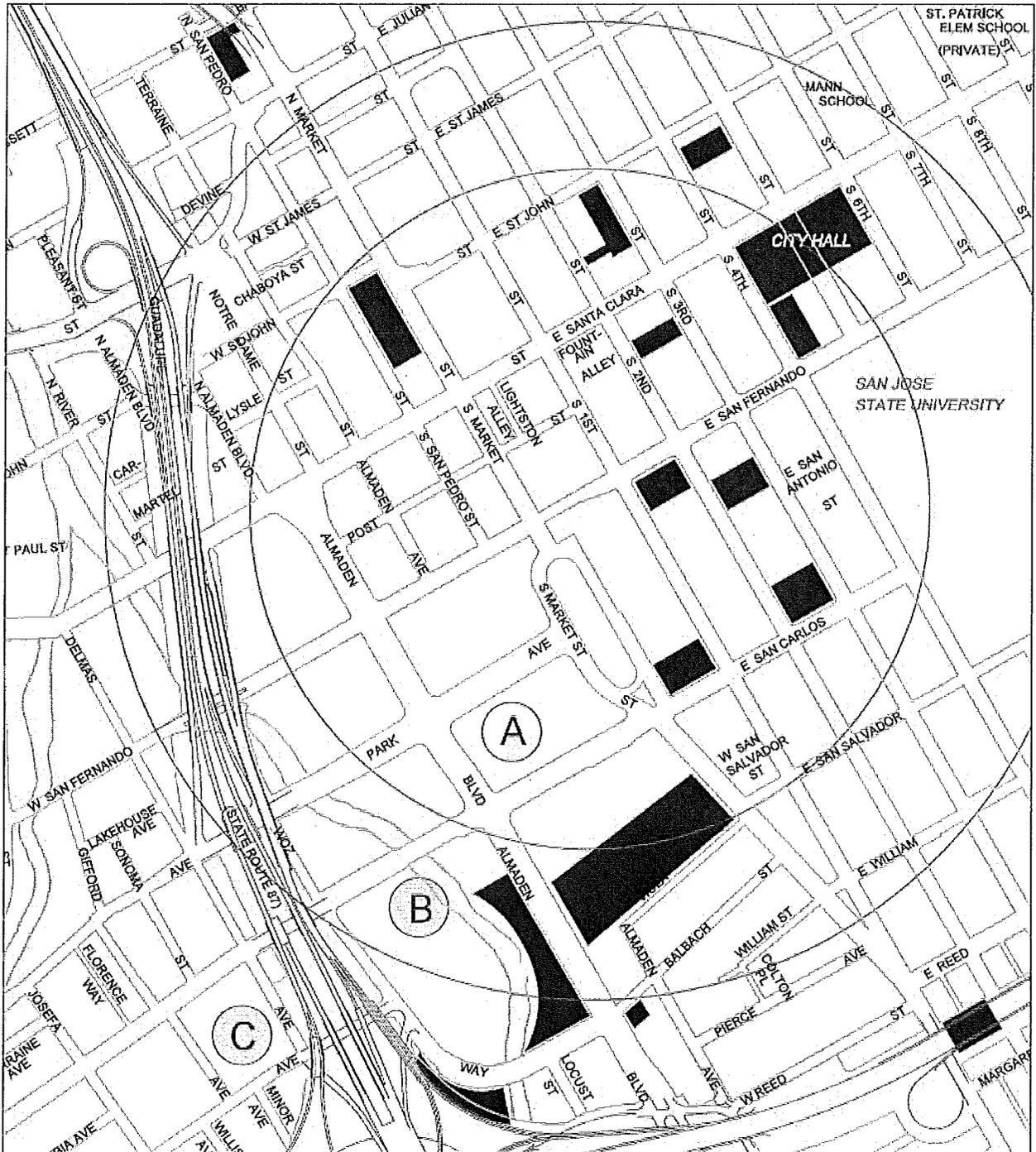
EXHIBIT II – MASTER PARKING RATE SCHEDULE – OFF-STREET

<u>Facility</u>	<u>Rates</u>
Market/San Pedro Square Garage ^{a, c, d, e, f, g} Monthly Rate Nighttime Monthly Rate Daily Incremental Rate Special Event Daily Flat Rate Maximum Incremental Daily Rate Evening after 6PM Special Event Flat Rate Evening Flat Rate after 6PM Weekend Day Rate 6AM to 6PM Weekend Special Event Day Flat Rate 6AM to 6PM Major Holiday 6AM to 6AM	\$100 Range (\$75 - 125) \$25 - \$50 \$1.00 per 20 minutes \$5 - \$15 \$20 Range (\$15 - \$25) \$5 - \$7 \$5 FREE (\$5 beginning July 1, 2012) \$5 - \$7 \$5
3rd/Street Garage ^{a, c, d, e, g} 2nd/San Carlos Garage ^{a, c, d, e, g} Monthly Rate Nighttime Monthly Rate Daily Incremental Rate Special Event Flat Rate Maximum Incremental Daily Rate Evening Flat Rate after 6PM Saturday Rate and Major Holidays 6AM to 6AM Sunday Day Rate 6AM to 6PM	\$100 Range (\$75 - 125) \$25 - \$50 \$1.00 per 20 minutes \$5 - \$15 \$20 Range (\$15 - \$25) \$5 \$5 FREE (\$5 beginning July 1, 2012)
Convention Center Garage ^a Monthly Rate Special Event Rate Event In-Out Day Pass Daily Incremental Rate Maximum Incremental Daily Rate Non-Event Evening Flat Rate after 6PM Daily Flat Rate for Reserved Parking Space	\$100 Range (\$75 - 125) \$10 Range (\$0 - 25) \$10 - \$30 \$1.00 per 20 minutes \$25 Range (\$10 - 25) \$2 - \$5 \$0 - \$50
Fourth Street Garage ^{a, b, d, e, g} Monthly Rate Nighttime Monthly Rate Daily Incremental Rate Maximum Incremental Daily Rate Evening Flat Rate after 6PM Saturday Rate and Major Holidays 6AM to 6AM Sunday Day Rate 6AM to 6PM Banquet Center Visitor Rate	\$100 Range (\$75 - 125) \$25 - \$50 \$1.00 per 20 minutes \$20 Range (\$15 - \$25) \$5 \$5 FREE (\$5 beginning July 1, 2012) Up to 2 hours: \$3 Range (\$3 - \$4) 2-4 hours: \$6 Range (\$6 - \$8) 4-6 hours: \$9 Range (\$9 - \$12) 6-8 hours: \$12 Range (\$12 - \$16) 8-10 hours: \$15 Range (\$15 - \$18)
Third/Santa Clara Garage (The Globe) Monthly Rate Daily Incremental Rate Maximum Incremental Daily Rate Non-Event Evening Flat Rate after 6PM Weekend Day Rate and Major Holidays 6AM to 6PM	\$110 \$1.00 per 20 minutes \$20 Range (\$15 - \$25) \$6 \$6
Almaden/Woz Lot ^a Monthly Rate Maximum Daily/Evening Flat Rate Special Event Rate Daily Flat Rate for Reserved Parking Space Non-Parking Use Flat Rate	\$75 Range (\$50 - \$100) \$3 - \$10 \$3 - \$25 \$3 - \$50 \$20 per parking space

EXHIBIT II – MASTER PARKING RATE SCHEDULE – OFF-STREET

<u>Facility</u>	<u>Rates</u>
Almaden/Balbach Lot ^a <div style="text-align: right; padding-right: 20px;"> Monthly Rate Special Event Rate Maximum Daily/Weekend/Evening Flat Rate </div>	\$75 Range (\$50 - \$100) \$3 - \$25 \$3 - \$7
Woz/87 Lot ^a <div style="text-align: right; padding-right: 20px;"> Monthly Rate Special Event Rate Daily/Evening Flat Rate </div>	\$30 Range (\$15 - \$60) \$3 - \$25 \$3 - \$7
San Pedro/Bassett Lot ^{a, e} <div style="text-align: right; padding-right: 20px;"> Monthly Rate Daily/Evening Flat Rate </div>	\$30 a Range (\$15 - \$60) \$3 - \$7
Old City Hall Lots <div style="text-align: right; padding-right: 20px;"> Special Event Rate </div>	\$5 Range (\$5 - \$15)
Japantown Lot ^f <div style="text-align: right; padding-right: 20px;"> Daily Flat Rate (Mon-Sat) Sunday </div>	\$2 Free All Day
Arena Lots (Non-Arena Events) <div style="text-align: right; padding-right: 20px;"> Daily Flat Rate </div>	\$3 - \$7
City Hall Garage ^b <div style="text-align: right; padding-right: 20px;"> Daily Incremental Rate Special Event Rate Maximum Daily/Evening Flat Rate </div>	\$1.00 per 20 minutes \$3 - \$25 \$20
4th/St John <div style="text-align: right; padding-right: 20px;"> Evening Flat Rate after 6PM Friday/Saturday Evening Rate 6pm to 10pm Sunday-Thursday </div>	\$2 - \$5 Free
150 South Montgomery ^f <div style="text-align: right; padding-right: 20px;"> Monthly Rate Special Event Rate </div>	\$25 Range (\$15 - \$60) \$10 - \$30
South Hall ^f <div style="text-align: right; padding-right: 20px;"> Daily Flat Rate Bus Parking Special Event Rate </div>	\$7 (6 am – 2 am) \$49 \$10 Range (\$0 - \$25)
Stephen's Meat ^f <div style="text-align: right; padding-right: 20px;"> Monthly Parking Reserved Parking Daily Flat Rate Special Event Flat Rate </div>	\$25 - \$50 \$50 - \$100 \$3 - \$10 \$5 - \$20
I-280/First Lot ^a <div style="text-align: right; padding-right: 20px;"> Monthly Rate Daily Flat Rate Weekend/Evening Rate after 6PM </div>	\$30 Range (\$15 - \$60) \$3 - \$7 Free
<p>a The Director of Transportation, following a review by the Downtown Parking Board, may modify the monthly rate within the specified range.</p> <ul style="list-style-type: none"> • Residential Parking Program Monthly Rate is computed at 0.5 times the normal monthly rate for any given facility. • Premium Parking Monthly Rate is computed at 1.5 times the normal monthly rate for any given facility. • Reserved Parking Monthly Rate is computed at 2.0 times the normal monthly rate for any given facility. <p>b The 4th Street Garage and City Hall Garage are not included in the programs described in Section 2.A.10 through 2.A.18.</p> <p>c Facility eligible for participating in the Parking Incentive Programs for Software and Environmental businesses and the Downtown Incubator Program at 50% of the current parking facility monthly parking rate and New Business/Tenants at \$75 per month, \$50 or FREE.</p> <p>d Facility eligible for participants in the Clean-Air Vehicle Program.</p> <p>e Facility is temporary in nature and should not be considered part of the City's Parking System as defined in the 4th and San Fernando Garage covenants.</p> <p>f Effective July 1, 2012, a Saturday Rate of \$5 (6AM - 6AM) commences at this facility.</p> <p>g Effective July 1, 2012, a Sunday Rate of \$5 (6AM - 6AM) commences at these facilities.</p>	

EXHIBIT III – PARKING RATE ZONES



**CITY OF SAN JOSE
PARKING FACILITIES**

 EXISTING PARKING

PARKING RATE ZONES IN DOWNTOWN SAN JOSE

	MONTHLY RATE	RATE RANGE
ZONE A	\$100	\$75 - \$125
ZONE B	\$75	\$50 - \$100
ZONE C	\$30	\$15 - \$60

EXHIBIT IV – MASTER PARKING RATE SCHEDULE – ON-STREET

<u>Area</u>	<u>Rates</u>
Parking Meter District 1a – Downtown (as defined in Municipal Code Section 11.40.200B)	\$1.00 per hour 9:00 AM – 6:00 PM Monday – Saturday Except Sundays and Holidays
Parking Meter District 1b – South First Street/University (as defined in Municipal Code Section 11.40.210B)	\$1.00 per hour 9:00 AM – 6:00 PM Monday – Saturday Except Sundays and Holidays
Parking Meter District 2 – East Santa Clara Neighborhood (as defined in Municipal Code Section 11.40.220B)	\$1.00 per hour 9:00 AM – 6:00 PM Monday – Saturday Except Sundays and Holidays
Parking Meter District 3 – Japantown Neighborhood (as defined in Municipal Code Section 11.40.230B)	\$1.00 per hour 9:00 AM – 6:00 PM Monday – Saturday Except Sundays and Holidays
Parking Meter District 4 - First and Younger Neighborhood (as defined in Municipal Code Section 11.40.240B)	\$1.00 per hour 9:00 AM – 6:00 PM Monday – Saturday Except Sundays and Holidays
Parking Meter District 5 - Arena/Diridon Area (as defined in Municipal Code Section 11.40.250B)	\$0.00-\$25.00 Flat Rate or \$1.00 per hour As specified at Meter

EXHIBIT V – PARKING INCENTIVE PROGRAMS

New and Relocating Existing Business/Tenant, and Owner Occupied Business	
Program	Free Downtown parking to New Business/Tenant, Relocating Existing Business/Tenant or Owner Occupied Business.
Qualified Businesses/Tenants	New Business/Tenant, Relocating Existing Business/Tenant or Owner Occupied Business as defined in this Resolution.
Parking Term	Equivalent to the new or extended building lease term, or less than the new or extended building lease term where applicant submitted application after commencement of the new or extended building lease term. Business/Tenant, Tenant's building owner/property manager, or Owner Occupied Business may execute the parking agreement with City to participate in the program.
Parking Monthly Rate	<p>Free period (first half) of parking agreement is free (maximum of two years) Paid period (second half) is at the regular parking rate set forth in this Resolution (100% rate), e.g.:</p> <p>6 year building lease: 2 years free; & 4 years @ 100% 4 year building lease: 2 years free; & 2 years @ 100% 3 year building lease: 18 months free; & 18 months @ 100%</p>
Deposit	One month deposit is required for each parking permit at the current regular rate for all free parking permits (e.g. 25 permits x 1 month x \$100 = \$2,500). Deposit will be applied to the last month payment under the parking agreement, or used to offset any assessed fee. Deposit(s) required prior to execution and amendments of agreement.

EXHIBIT V – PARKING INCENTIVE PROGRAMS

<p>Early termination of Parking Agreement, or Reduction in Parking Permits</p>	<p>If the parking agreement is terminated prior to the end of the term, or if the business utilizes on average more free parking permits during the free period of the parking agreement, than the purchase of full priced permits during the paid period, a fee will be assessed as follows:</p> <ol style="list-style-type: none"> 1. 50% of the value of the free parking utilized if the lease is terminated during the free period. 2. 50% of the difference between the average number of free parking permits used during the free period and the number of permits purchased at the commencement of the paid period, at the then regular rate, for the remaining months of the parking agreement. 3. 50% of the value of the remaining months on the parking agreement or the remaining value of the parking spaces, at the then current rate, if the agreement is terminated, or the number of parking spaces purchased is reduced, during the paid period.
<p>Adding Parking Permits</p>	<p>Parking permits may be added during the term of the parking agreement as follows:</p> <ol style="list-style-type: none"> 1. Permits added during the free period of the parking agreement will be free for up to a maximum of 50 permits through the end of the free period. 2. Permits added in excess of 50 permits during the free period of the parking agreement, or added during the paid period, will be separate from the parking agreement and paid at 100% of the then regular rate.
<p>Maximum Free Monthly Permits</p>	<p>Each New Business/Tenant or Owner Occupied Business may receive up to a maximum of 50 free monthly permits.</p>
<p>Transfers</p>	<p>Parking agreement and parking permits are non-assignable and non-transferrable.</p>
<p>Eligible Parking Facilities</p>	<p>With the exception of the Fourth & Street Garage, all Municipal Off-Street Parking Facility are eligible at the discretion of Director.</p>
<p>Approval</p>	<p>Director shall review all applications and approve all businesses eligible for the parking incentive program and administer the parking incentive program as set forth in this Resolution.</p>

EXHIBIT V – PARKING INCENTIVE PROGRAMS

Existing Business/Tenant and Owner Occupied Existing Business	
Program	50% discounted Downtown parking for Existing Business/Tenant and Owner Occupied Existing Business.
Qualified Businesses/Tenants	Existing Business/Tenant or Owner Occupied Business as defined in this Resolution.
Parking Term	Equivalent to the new or extended building lease term, or less than the new or extended building lease term where applicant submitted application after commencement of the new or extended building lease term. Business/Tenant, Tenant's building owner/property manager, or Owner Occupied Business may execute the parking agreement with the City to participate in the program.
Parking Monthly Rate	<p>Discounted period (first half) of parking agreement is 50% of the regular parking rate set forth in this Resolution (maximum of two years); Paid period (second half) is at the regular parking rate set forth in this Resolution (100% rate), e.g.:</p> <p>6 year building lease: 2 years @ 50% discount; & 4 years @ 100% 4 year building lease: 2 years @ 50% discount; & 2 years @ 100% 3 year building lease: 18 months @ 50% discount; & 18 months @ 100%</p>
Deposit	<p>One month deposit is required for each parking permit at the current regular rate for all free parking permits (e.g. 25 permits x 1 month x \$100 = \$2,500). Deposit will be applied to the last month payment under the parking agreement, or used to offset any assessed fee. Deposit(s) required prior to execution and amendments of agreement.</p>

EXHIBIT V – PARKING INCENTIVE PROGRAMS

<p>Early termination of Parking Agreement, or Reduction in Parking Permits</p>	<p>If the parking agreement is terminated prior to the end of the term, or if business utilizes on average more discounted parking permits during the discounted period of the parking agreement, than the purchase of full priced permits during the paid period, a fee will be assessed as follows:</p> <ol style="list-style-type: none"> 1. 50% of the value of the discounted parking utilized if the agreement is terminated during the discounted period. 2. 50% of the difference between the average number of discounted parking permits used during the discounted period and the number of permits purchased at the commencement of the paid period, at the then regular rate, for the remaining months of the agreement. 3. 50% of the value of the remaining months on the parking agreement or the remaining value of the parking spaces, at the then current rate, if the agreement is terminated, or the number of parking spaces purchased is reduced, during the paid period.
<p>Adding Parking Permits</p>	<p>Parking permits may be added during the term of the parking agreement as follows:</p> <ol style="list-style-type: none"> 1. Permits added during the discounted period of the parking agreement will be at a 50% discount for up to a maximum of 50 permits through the end of the discounted period. 2. Permits added in excess of 50 permits during the discounted period of the parking agreement, or added during the regular rate paid period, will be separate from the parking agreement and paid at 100% of the then regular rate.
<p>Maximum Discounted (50%) Monthly Permits</p>	<p>Each New Business/Tenant or Owner Occupied Business can receive up to a maximum of 50 discounted monthly permits.</p>
<p>Transfers</p>	<p>Parking agreement and parking permits are non-assignable and non-transferrable.</p>
<p>Eligible Parking Facilities</p>	<p>With the exception of the Fourth Street Garage, all Downtown Municipal Parking Facility are eligible at the discretion of Director.</p>
<p>Approval</p>	<p>Director shall review all applications and approve all businesses eligible for the parking incentive program and administer the parking incentive program as set forth in this Resolution.</p>

EXHIBIT VI – PARKING INCENTIVE PROGRAMS

Non-City and Non-Redevelopment Agency Incubators	
Program	Free Downtown parking for Non-City and Non-Redevelopment Agency Incubators.
Qualified Entities	Non-City and non-Redevelopment Agency operated or funded Incubators supporting the concurrent development of 5 or more start-up companies.
Parking Term	Equivalent to the new building lease term, or less than the new building lease term where applicant submitted application after commencement of the new building lease term.
Parking Monthly Rate	<p>Free period (first half) of parking agreement is free (maximum of three years) Paid period (second half) is at the regular parking rate set forth in this Resolution (100% rate), e.g.:</p> <p>6 year building lease: 3 years free; & 3 years @ 100% 4 year building lease: 2 years free; & 2 years @ 100% 3 year building lease: 18 months free; & 18 months @ 100%</p>
Deposit	<p>One month deposit is required for each parking permit at the current regular rate for all free parking permits (e.g. 25 permits x 1 month x \$100 = \$2,500). Deposit will be applied to the last month payment under the parking agreement, or used to offset any assessed fee. Deposit(s) required prior to execution of parking agreement or amendments thereto. Any unused portion of the deposit will be returned to the applicant at the end of the parking agreement term.</p>
Early Termination of Parking Agreement, or Reduction in Parking Permits	<p>If Incubator terminates the parking agreement prior to the expiration, or utilizes on average more free parking permits during the free period of the parking agreement than the purchase of full priced permits during the paid period, <u>and</u> has not maintained its office space in San José for the full duration of the parking agreement, a fee will be assessed as follows:</p> <ol style="list-style-type: none"> 1. 50% of the value of the free parking utilized if the agreement is terminated during the free period. 2. 50% of the difference between the average number of free parking permits used during the free period and the number of permits purchased at the commencement of the paid period, at the then regular rate, for the remaining months of the agreement. 3. 50% of the value of the remaining months on the parking agreement or the remaining value of the parking spaces, at the then current rate, if the agreement is terminated, or the number of parking spaces purchased is reduced, during the paid period.

EXHIBIT VI – PARKING INCENTIVE PROGRAMS

<p>Early release from Requirement to Purchase Parking Permits</p>	<p>Fees set forth above for early termination or reduction in parking permits will not apply if Incubator requests to be release from purchasing parking permits during the paid period and provides written documents to demonstrate that it maintains office space in San José through the entire term of the parking agreement.</p>
<p>Adding Parking Permits</p>	<p>Parking permits may be added during the term of the parking agreement as follows:</p> <ol style="list-style-type: none"> 1. Permits added during the free period of the parking agreement will be free for up to a maximum of 50 permits through the end of the free period. 2. Permits added in excess of 50 permits during the free period of the parking agreement, or added during the paid period, will be separate from the parking agreement and paid at 100% of the then regular rate.
<p>Maximum Free Monthly Permits</p>	<p>Each Incubator may receive up to a maximum of 50 free monthly permits.</p>
<p>Transfers</p>	<p>Parking agreement is non-assignable and non-transferrable, except Incubator may assign parking permits to start-up companies locating within Incubator's office space.</p>
<p>Eligible Parking Facilities</p>	<p>With the exception of the Fourth Street Garage, all Downtown Municipal Parking Facility are eligible at the discretion of Director.</p>
<p>Approval</p>	<p>Director shall review all applications and approve all entities eligible for the parking incentive program and administer the parking incentive program as set forth in this Resolution.</p>