City of Santa Clara
Joint Meeting Agenda of the
City Council and Authorities Concurrent &
Santa Clara Stadium Authority Board

Tuesday, August 19, 2025 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Jain will be participating remotely from the following location:
3885 Dinah Road, Carnelian Bay, CA 96140

Council/Boardmember Hardy will be participating remotely from the following location:
2998 Jerald Avenue, Santa Clara, CA 95051

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1.A 25-835 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Seniga v. City of Santa Clara, Santa Clara County Superior Court Case Number 24-CV-451834

1.B 25-871 Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957(b)(1)
Title: City Manager

1.C 25-850 Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957(b)(1)
Title: City Attorney
Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6(a)
Agency designated representatives: Councilmembers Jain, Chahal, and Hardy; City staff members Aracely Azevedo, Sujata Reuter
Unrepresented Employee: City Attorney

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

Convene to Closed Session (Council Conference Room)

7:00 PM COUNCIL REGULAR MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A **25-888** Commemoration of the 80th Anniversary of National Liberation of Korea

2.B **25-894** Proclamation of August 24, 2025 as Ukrainian Independence Day

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

3.A **25-861** Action on the June 17, 2025 Special City Council and Santa Clara Stadium Authority Board, June 24, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board, June 27, 2025 Special City Council Meeting, July 8, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 15, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Recommendation: Approve the June 17, 2025 Special City Council and Santa Clara Stadium Authority Board, June 24, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board, June 27, 2025 Special City Council Meeting, July 8, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 15, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

3.B **25-15** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
City-School Liaison Committee - November 19, 2024
Neighborhood University Relations Committee - February 24, 2025
Cultural Commission - June 2, 2025
Parks & Recreation Commission - June 9, 2025
Station Area Task Force - June 19, 2025
Planning Commission - May 21, 2025
Planning Commission - June 11, 2025

3.C **25-788** Action on City Bills and Claims Report for the period June 7, 2025 - July 14, 2025

Recommendation: Approve the list of Bills and Claims for June 7, 2025 - July 14, 2025.

3.D **25-824** Action on Monthly Investment Report for June 2025

Recommendation: Note and file the Monthly Investment Report for June 2025 as presented.

3.E **25-705** Action on the Santa Clara Convention Center FY 2024/25 3rd Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 3rd Quarter ending March 31, 2025, as submitted by Oak View Group (OVG).

3.F **25-799** Action Authorizing the City Manager to Negotiate and Execute an Agreement for Design Professional Services with CSG Consultants, Inc. for the Corporation Yard Pavement Project (CIP 2432)

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute an agreement with CSG Consultants, Inc. (Agreement) for Design Professional Services for the Corporation Yard Pavement Project (CIP 2432) for an initial term ending December 31, 2026, and a maximum compensation not to exceed $380,000, subject to the review and approval as to form by the City Attorney and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to (a) add or delete services consistent with their scope of services, (b) adjust future rates based on market conditions, (c) exercise up to two options to extend the term of the agreement through December 31, 2028, and (d) make de minimis revisions, subject to budget appropriations and the review and approval as to form by the City Attorney.

3.G 25-87 Action to Delegate Authority to the City Manager to Authorize Ongoing Payments for the Existing Agreement with LCPtracker, Inc. for Labor Compliance Software and to Negotiate and Execute Future Agreements and Amendments

Recommendation:

1. Authorize the City Manager or designee to authorize ongoing payments under the agreement with LCPtracker, Inc. for labor compliance software and related services, for a total maximum compensation of $700,000 for the period of June 2018 through December July 31, 2030, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the existing agreement with LCPTracker, Inc. and negotiate and execute amendments to (a) add or delete services, (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to budget appropriations and the review and approval as to form by the City Attorney; and
3. If required to maintain the service, authorize the City Manager or designee to negotiate and execute a new agreement with LCPtracker, Inc., provided the total maximum compensation of $700,000 is not exceeded, subject to budget appropriations and the review and approval as to form by the City Attorney.

3.H 25-482 Action to Authorize the City Manager to Execute an Agreement with Intelligent Technologies and Services, Inc. for Maintenance, Inspection, and Testing Services for Silicon Valley Power's Fire Alarms, Smoke Detectors, Fire Suppression, and Extinguisher Systems

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Intelligent Technologies and Services Inc. (Agreement) for maintenance, inspection, and testing services for Silicon Valley Power's fire alarm, smoke detectors, fire suppression systems, and extinguishers for a five-year term starting on September 1, 2025, and ending on August 31, 2030, with a maximum compensation not to exceed $1,500,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, and to negotiate and execute amendments to the Agreement to (a) exercise a one-year option to extend the term of the agreement through July 31, 2031, (b) increase the maximum compensation by $500,000 for a total maximum compensation of $2,000,000 for the six-year term to be funded by the SVP Operating or Capital Fund as applicable, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes subject to the appropriation of funds and the review and approval as to form by the City Attorney.

3.I 25-83 Action to (1) Delegate Authority to the City Manager to Execute Amendment One to the System Maintenance Agreement with Elster Solutions, LLC for Energy Axis Management System and Negotiate and Execute Future Purchase Orders, Agreements, or Amendments for Future Equipment or Services, and (2) Ratify Previous Payments Exceeding Council Authorization

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 to the System Maintenance Agreement (SMA) with Elster Solutions, LLC (Elster);
2. Authorize the City Manager or designee to issue purchase orders and negotiate additional agreements or amendments to existing agreements with Elster Solutions, LLC or Elster's authorized dealers for the procurement of meters, equipment, materials, training, field services, and other related services associated with the EnergyAxis Management System and meters, in a total aggregate amount not to exceed $5,500,000 for the period of July 1, 2025 through December 31, 2031, subject to budget appropriations and the review and approval as to form by the City Attorney;
3. Ratify annual payments made under the SMA in an amount of $375,000 for the period of January 2017 through December 2025; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the SMA, purchase orders, and other related agreements, including negotiating and executing future amendment(s) to (1) add or delete services associated with the EnergyAxis or meters; (2) adjust future rates based on market conditions, and (3) make de minimis changes, all subject to budget appropriations and the review and approval as to form by the City Attorney.

3.J **25-453** Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00465) for 1435 Lexington Street

Recommendation: 1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration/Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1435 Lexington Street.

3.K **25-851** Appointment of Cultural Commission Member and Bicycle Pedestrian Advisory Committee (BPAC) Member to the Santa Clara Station Area Plan Task Force (SATF)

Recommendation: Appoint Vernon Shure to represent the BPAC and Neetu Garg to represent the Cultural Commission on the SATF.

3.L **25-886** Authorize the City Manager to Execute the 2025-2029 Memorandum of Understanding Between the City of Santa Clara and the Public Safety Non-Sworn Employees' Association (Unit 10) that Incorporates the Terms of the Tentative Agreement

Recommendation: Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Public Safety Non-Sworn Employees' Association (Unit 10) with effective dates of August 17, 2025 - December 31, 2029, that incorporates the terms of the Tentative Agreement.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **25-789** Action on Stadium Authority Bills and Claims for the Month of June 2025

Recommendation: Approve the list of Stadium Authority Bills and Claims for June 2025.

4.B 25-738 Action on the Stadium Manager's Request to Approve an Amendment No. 2 with ACCO Engineering Systems, Inc. and an Amendment No. 3 with O.C. McDonald Co., Inc. to Extend the Agreement Terms for One Year and Increase the Not to Exceed Amounts by $250,000 for On-Call Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium

Recommendation:

1. Approve the Stadium Manager's request to execute an Amendment No. 2 to the Agreement with ACCO Engineered Systems to 1) extend the term for one year beginning September 7, 2025 to September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,250,000, subject to budget appropriations, and 2) increase the labor rates by 3% as outlined in Exhibit G-2 for the fifth contract year; and
2. Approve the Stadium Manager's request to execute an Amendment No. 3 to the Agreement with O.C. McDonald Co. to extend the term for one year beginning September 7, 2025 to September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,504,922, subject to budget appropriations.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **25-820** Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

Recommendation: Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project **(Five affirmative votes required [California Code of Civil Procedure section 1245.245]).**

6. **25-643** Action on an Update to the City Council's Public Notification, Outreach & Engagement Policy for all Planning Applications

Recommendation: Adopt the updated Public Notification, Outreach & Engagement Policy for Planning Applications, as modified by the Planning Commission, except for increasing the notification radii beyond staff's recommendation for large and significant projects.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, August 26, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

25-835 **Agenda Date: 8/19/2025**

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Seniga v. City of Santa Clara, Santa Clara County Superior Court Case Number 24-CV-451834

25-871 **Agenda Date: 8/19/2025**

SUBJECT

Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957(b)(1)
Title: City Manager

25-850 **Agenda Date: 8/19/2025**

SUBJECT

Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957(b)(1)
Title: City Attorney
Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6(a)
Agency designated representatives: Councilmembers Jain, Chahal, and Hardy; City staff members Aracely Azevedo, Sujata Reuter
Unrepresented Employee: City Attorney

25-888 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Commemoration of the 80th Anniversary of National Liberation of Korea

BACKGROUND
The City of Santa Clara has a significant presence of Korean owned businesses along the El Camino corridor in Santa Clara. In addition, Santa Clara has approximately 3,500 Korean residents based on the 2020 U.S. Census data and an estimated 1.8% of residents report Korean ancestry throughout Santa Clara County. The City of Santa Clara has also established a Friendship City with Icheon, Republic of Korea through the Santa Clara Sister Cities Association which further strengthens our international ties to the Korean community.

National Liberation Day of Korea is celebrated annually on the 15th of August in both North Korea and South Korea. It commemorates the day when the Korean Peninsula was liberated by the Allies in 1945 from 35 years of Japanese colonial rule and coincides with the anniversary of the founding of South Korea in 1945.

In North Korea, it is known as Chogukhaebangui Nal (Liberation of the Fatherland Day) and in South Korea, it is known as Gwangbokjeol (The Day the Light Returned). The name Gwangbokjeol uses the term "restoration" instead of "independence" to emphasize that Korea had been independent for years prior to Japanese rule.

In 2025, Korea will mark the 80th anniversary of its liberation from Japanese colonial rule. Various events will be held throughout August in the Korean community to commemorate this milestone, including exhibitions, concerts, and cultural programs.

DISCUSSION
At the August 19, 2025, City Council meeting, the City Council will commend and recognize the 80th anniversary of the National Liberation of Korea.

In recognition of the commemorative event, representatives including Deputy Counsel General Sang Deok Na from the Consulate General of the Republic of Korea, Daniel Woo, President of the Silicon Valley Korean American Federation, and Dr. Jonathan Kim, President of the San Francisco and Bay Area Korea Center will be present to accept the Commendation.

ENVIRONMENTAL REVIEW
This is an informative report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT

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Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Commendation in Honor of the 80th Anniversary of the Liberation of Korea

City of Santa Clara

Commendation

WHEREAS, National Liberation Day of Korea is celebrated annually on the 15th of August in both North Korea and South Korea; and

WHEREAS, it commemorates the day when the Korean Peninsula was liberated by the Allies in 1945 from 35 years of Japanese colonial rule and coincides with the anniversary of the founding of South Korea in 1945; and

WHEREAS, **i**n North Korea, it is known as Chogukhaebangui Nal (Liberation of the Fatherland Day) and in South Korea, it is known as Gwangbokjeol (The Day the Light Returned). The name Gwangbokjeol uses the term "restoration" instead of "independence" to emphasize that Korea had been independent for years prior to Japanese rule; and

WHEREAS, in 2025, Korea will mark the 80th anniversary of its liberation from Japanese colonial rule; and

WHEREAS, the City of Santa Clara acknowledges the contributions and ongoing support to the local Korean community from the Consulate General of the Republic of Korea, the Silicon Valley Korean American Federation, and the San Francisco and Bay Area Korea Center.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the Santa Clara City Council, do hereby recognize and commemorate the

80th ANNIVERSARY OF NATIONAL KOREAN LIBERATION DAY

Given under my hand and the Seal of the City of Santa Clara, California, this 19th day of August 2025.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
VICE MAYOR, DISTRICT 6

ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

25-894 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Proclamation of August 24, 2025 as Ukrainian Independence Day

BACKGROUND
On August 24, 1991, the Parliament of Ukraine declared independence from the Soviet Union and was affirmed by a referendum in December of the same year. 2025 marks the 34th anniversary of Ukraine's independence. In 2022, 2023, and 2024, the City of Santa Clara proclaimed August 24th as Ukrainian Independence Day to recognize the rich history and significant contributions that Ukrainians have had on our community.

Ukrainians and Ukrainian Americans continue to make important contributions to the cultural fabric of the Bay Area. According to the Public Policy Institute of California, one in six Ukrainian immigrants in the United States lives in California, with the Bay Area serving as home for 14,000 immigrants from Ukraine and an estimated 114,000 people with Ukrainian ancestry living in California. By U.S. Census estimates, over 6,000 people of Ukrainian descent live in Santa Clara County.

DISCUSSION
At the August 19, 2025, City Council meeting, the City Council will proclaim August 24, 2025, as Ukrainian Independence Day in Santa Clara. Iryna Smovzh from the Ukrainian National Women's League of America will be present to accept the proclamation.

Established in 1925, the Ukrainian National Women's League of America (UNWLA) is the longest-running and largest Ukrainian women's organization in the United States. UNWLA's mission is to promote and develop educational and cultural efforts and provide humanitarian assistance to Ukrainians worldwide.

ENVIRONMENTAL REVIEW
This is an informative report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT
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City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of August 24, 2025 as Ukrainian Independence Day

City of Santa Clara

Proclamation

WHEREAS, for centuries, the Ukrainian people have courageously fought for their freedom, self-governance, and national identity, overcoming numerous challenges, and preserving their rich cultural heritage; and

WHEREAS, 33 years ago, on August 24, 1991, Ukraine achieved independence from the Soviet Union, marking a historic milestone in the Ukrainian people's journey towards freedom and democracy; and

WHEREAS, the Ukrainian American community in Santa Clara has steadfastly celebrated Ukraine's Independence Day, honoring the sacrifices and resilience of their ancestors and the Ukrainian people and continuing to make significant contributions to the cultural fabric of the United States while embracing their rich history and heritage; and

WHEREAS, the Bay Area has a significant Ukrainian population, with Ukrainian Americans and the Ukrainian National Women's League of America making contributions to society in various fields, including arts, culture, business, academia, and public service; and

WHEREAS, The City of Santa Clara recognizes the importance of promoting cultural diversity and fostering international understanding, and supporting the aspirations of all nations towards freedom, justice, and independence.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby recognize August 24, 2025 as the anniversary of

UKRAINIAN INDEPENDENCE DAY

in the City of Santa Clara and do hereby call upon all residents to join in commemorating this significant day, to honor the Ukrainian American community, and to recognize the Ukrainian people's enduring spirit.

Given under my hand and the Seal of the City of Santa Clara, California, this 19th day of August 2025.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
VICE MAYOR, DISTRICT 6

ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

25-861 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT

Action on the June 17, 2025 Special City Council and Santa Clara Stadium Authority Board, June 24, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board, June 27, 2025 Special City Council Meeting, July 8, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 15, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

RECOMMENDATION

Approve the June 17, 2025 Special City Council and Santa Clara Stadium Authority Board, June 24, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board, June 27, 2025 Special City Council Meeting, July 8, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 15, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

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City of Santa Clara

Meeting Minutes

Call and Notice of Special Meeting of the

City Council and Santa Clara Stadium Authority Board

06/17/2025 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on June 17, 2025, at 6:00 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

6:00 PM CLOSED SESSION

25-776 Ecomments

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Closed Session to order at 6:00 PM.

Roll Call

Present: 6 - Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmembermember Albert Gonzalez

Public Comment

None.

1.A 25-730 Threat to Public Services or Facilities (CC, SA)
Pursuant to Gov. Code § 54957(a)

Consultation with: Jovan D. Grogan, Glen R. Googins, David Flamm, Chris Karwick.

1.B 25-727 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 2 - Police Officers' Association
Unit # 10 - Public Safety Non-Sworn Employees Association

1.C 25-723 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Fire Victim's Trust Release and Settlement In Connection with Voluntary Petitions for Filing of Chapter 11 Bankruptcy, PG&E Corporation, Debtor, and Pacific Gas and Electric Company, Debtor, United States Bankruptcy Court, Northern District of California, San Francisco Division, jointly administered under No. 19-30088

1.D 25-719 Public Employee Performance Evaluation (CC)
Pursuant to Government Code § 54957(b)(1)

Title: City Attorney
Under Discussion: Process for Review of Compensation

Convene to Closed Session (Council Conference Room)

ADJOURNMENT

The meeting was adjourned at 9:00 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS

The next regular scheduled meeting is on Tuesday, June 24, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

06/24/2025 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

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Closed Session - 6:00 PM | Regular Meeting - 7:00 PM

6:00 PM CLOSED SESSION

25-777 eComment

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 6:01 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 25-589 Conference with Real Property Negotiators (CC) - Easements for the 115kV Project
Pursuant to Gov. Code § 54956.8

Property: Please See Below Listed APNs and Addresses

City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director (or designee), Allie Jackman, and Glen R. Googins, City Attorney (or designee)

Negotiating Parties: City and Property Owners Listed Below

Under Negotiation: Purchase of Real Property interests (provisions, price and terms of payment)

APN	Address	Owner
104-15-131	3550 Bassett St	HGIT Bassett Campus LP
104-15-132	3540 Bassett St	HGIT Bassett Campus LP
104-15-133	3530 Bassett St	HGIT Bassett Campus LP
104-15-134	3520 Bassett St	HGIT Bassett Campus LP
104-15-128	3508 Bassett St	HGIT Bassett Campus LP

1.B 25-724 Conference with Real Property Negotiators (CC) - Easement for the Kifer Receiving Station Rebuild and Replacement Project
Pursuant to Gov. Code § 54956.8

Property: APN 224-08-144, 3045 Raymond Street, Santa Clara, CA 95054

City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director (or designee), Allie Jackman, and Glen R. Googins, City Attorney (or designee)

Negotiating Parties: City and Williams Communications, Inc. (or designee)

Under Negotiation: Purchase of Real Property interests (provisions, price and terms of payment)

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 6:03 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the meeting to order at 7:03 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from this evening's Closed Session and the June 17, 2025 Special City Council and Santa Clara Stadium Authority Board meeting.

Mayor/Chair Gillmor noted that Special Order of Business will go before Continuances/Execeptions/Reconsiderations.

Mayor/Chair Gillmor requested a moment of silence in remembrance of retired Reserve Officer **John "Jack" Mastilock**.

Council comments followed.

SPECIAL ORDER OF BUSINESS

3.A 25-471 Proclamation of June 2025 as Portuguese National Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed June 2025 as Portuguese National Heritage Month.

Maria Ricardo (Sociedade do Espirito Santo Portuguese Hall) accepted the proclamation and provided some remarks.

3.B 25-600 Recognition of the Santa Clara Women's League Donation of $20,000 to Support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long 2025" Health & Wellness Fair and Related Budget Amendment

Recommendation:

1. Accept the donation from the Santa Clara Women's League;
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager; and
3. Approve the FY 2025/26 budget amendment in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $20,000 and appropriate it to the Case Management Grant program **(five affirmative Council votes required to appropriate additional revenue)**.

Mayor Gillmor, on behalf of **Council**, recognized the Santa Clara Women's League Donation of $20,000 to support the Senior Center Health and Wellness Case Management Program and the Be Strong Live Long 2025 Health and Wellness Fair.

Emily Adorable (President, Santa Clara Women's League) accepted the recognition and provided some remarks.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) accept the donation from the Santa Clara Women's League; (2) authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager; and (3) approve the Fiscal Year 2025/26 budget amendment in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $20,000 and appropriate it to the Case Management Grant program.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

2.A 25-683 Take no Action on a Tentative Parcel Map (PLN23-00379) at 1700 Richard Avenue and 1600 &1650 Memorex Drive to Create a Two-Lot Subdivision

Recommendation: Staff recommends that the City Council Take No Action on the proposed Tentative Parcel Map (PLN23-00379) for 1700 Richard Avenue and 1600 &1650 Memorex Drive

Community Development Director Hamid made some opening remarks.

Public Comment: None.

2.B 25-722 Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26 (Continued from June 10, 2025)

Recommendation: Adopt the Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26.

City Manager Grogan made some opening remarks and introduced **Finance Director Lee** who provided a Powerpoint presentation on an Ad Valorem Tax Levy.

Council questions followed.

Director of Finance Lee and Jaime Trejo (Consultant, PFM) addressed **Council** questions.

Public Comment: Linda

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 25-9455 authorizing an Ad Valorem Tax Levy based on a debt service estimate to be provided to County of Santa Clara respecting unsold general obligation bonds for Fiscal Year 2025/26.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

CONSENT CALENDAR

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Gonzalez, to adopt the Consent Calendar.

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

4.A 25-12 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Cultural Commission - May 5, 2025
Parks & Recreation Commission - May 12, 2025
Audit Committee - March 17, 2025

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to note and file the minutes of: Cultural Commission - May 5, 2025; Parks & Recreation Commission - May 12, 2025; and Audit Committee - March 17, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.B 25-689 Action on Monthly Financial Status and Investment Reports for April 2025 and Approve the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2025 as presented; and
2. Approve the FY 2024/25 Budget Amendments in the following funds (as detailed in the Fiscal Impact Section of the staff report and Attachment 3 to the staff report):
   a. General Fund: increases to revenue including sales tax, property tax, other agencies revenue, rent revenue, Stadium Authority excess revenue, performance rent, and charges for services, increases to various departmental budgets including the City Clerk's Office, Finance Department, Fire Department, and Non-Departmental, an increase to the Parks and Recreation Capital Fund, and increases to the Land Sale Reserve, Accrued Liability Reserve, and Ending Fund Balance, with a net impact of $20,746,435;
   b. Building Special Programs and Training Fund: increase of license/permit revenue and increase to the Community Development Department's Building Division training budget, with a net impact of $7,000;
   c. Cemetery Fund: increases the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $81,500;
   d. Electric Operating Grant Trust Fund: increases the transfer to the Vehicle Replacement Fund and decreases ending fund balance-greenhouse gas program, with a net impact of $0;
   e. Electric Utility Capital Fund: adjustments to multiple capital projects and an increase to the ending fund balance, with a net impact of $0;
   f. Electric Utility Debt Service Fund: increases to bond proceeds and administrative costs, with a net impact of $585,113;
   g. Electric Utility Fund: increase in charges for services offset with increases to the Operations and Maintenance Reserve and Rate Stabilization Reserve, with a net impact of $25,000,000;
   h. Endowment Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $80,000;
   i. Fire Development Services Fund: recognition of other fees for services and appropriate the funds to the Fire Department, with a net impact of $250,000;
   j. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue and reimbursements for the Fire Department, with a net impact of $438,178;
   k. Parks and Recreation Capital Fund: recognition of a transfer from the General Fund to establish the Youth Soccer Parks Capital Improvement project; recognition of Mitigation Fee and Quimby

Act revenue and increases to the Park Impact Fees Monitoring and Parkland Acquisition projects and ending fund balances for unallocated Mitigation Fee Act Fees and Quimby Act Fees, with a net impact of $4,456,644;

l. Parks and Recreation Operating Grant Trust Fund: recognition and appropriation of a grant from the County of Santa Clara for the July 4th Fireworks, with a net impact of $5,000;
m. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $1,500;
n. Public Donations Fund: recognition and appropriation of donation revenue to support program for Seniors, with a net impact of $6,100;
o. Public Facilities Financing Corporation Fund: increase in interest earnings and interest expense, with a net impact of $1,500;
p. Sewer Utility Fund: increase to the estimate for interest earnings and increase for right of way expense appropriation, with a net impact of $100,000;
q. Streets and Highways Capital Fund: recognition and appropriation of revenue for the Bridge Maintenance Program project, with a net impact of $262,360;
r. Vehicle Replacement Fund: transfer from the Electric Utility Fund for capital outlay, with a net impact of $120,232;
s. Water Recycling Fund: increase to charges for services, increase to resource and production partially offset by a decrease in the Operations and Maintenance Reserve, with a net impact of $360,000; and
t. Water Utility Capital Fund: increases to various capital projects offset by ending fund balance, with a net impact of $0.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) note and file the Monthly Financial Status Report and Monthly Investment Report for April 2025 as presented; and (2) approve the Fiscal Year 2024/25 Budget Amendments in the following funds: (a) General Fund: increases to revenue including sales tax, property tax, other agencies revenue, rent revenue, Stadium Authority excess revenue, performance rent, and charges for services, increases to various departmental budgets including the City Clerk's Office, Finance Department, Fire Department, and Non-Departmental, an increase to the Parks and Recreation Capital Fund, and increases to the Land Sale Reserve, Accrued Liability Reserve, and Ending Fund Balance, with a net impact of $20,746,435; (b) Building Special Programs and Training Fund: increase of license/permit revenue and increase to the Community Development Department's Building Division training budget, with a net impact of $7,000; (c) Cemetery Fund: increases

the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $81,500; (d) Electric Operating Grant Trust Fund: increases the transfer to the Vehicle Replacement Fund and decreases ending fund balance-greenhouse gas program, with a net impact of $0; (e) Electric Utility Capital Fund: adjustments to multiple capital projects and an increase to the ending fund balance, with a net impact of $0; (f) Electric Utility Debt Service Fund: increases to bond proceeds and administrative costs, with a net impact of $585,113; (g) Electric Utility Fund: increase in charges for services offset with increases to the Operations and Maintenance Reserve and Rate Stabilization Reserve, with a net impact of $25,000,000; (h) Endowment Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $80,000; (i) Fire Development Services Fund: recognition of other fees for services and appropriate the funds to the Fire Department, with a net impact of $250,000; (j) Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue and reimbursements for the Fire Department, with a net impact of $438,178; (k) Parks and Recreation Capital Fund: recognition of a transfer from the General Fund to establish the Youth Soccer Parks Capital Improvement project; recognition of Mitigation Fee and Quimby Act revenue and increases to the Park Impact Fees Monitoring and Parkland Acquisition projects and ending fund balances for unallocated Mitigation Fee Act Fees and Quimby Act Fees, with a net impact of $4,456,644; (l) Parks and Recreation Operating Grant Trust Fund: recognition and appropriation of a grant from the County of Santa Clara for the July 4th Fireworks, with a net impact of $5,000; (m) Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $1,500; (n) Public Donations Fund: recognition and appropriation of donation revenue to support program for Seniors, with a net impact of $6,100; (o) Public Facilities Financing Corporation Fund: increase in interest earnings and interest expense, with a net impact of $1,500; (p) Sewer Utility Fund: increase to the estimate for interest earnings and increase for right of way expense appropriation, with a net impact of $100,000; (q) Streets and Highways Capital Fund: recognition and appropriation of revenue for the Bridge Maintenance Program project, with a net impact of $262,360; (r) Vehicle Replacement Fund: transfer from the Electric Utility Fund for capital outlay, with a net impact of $120,232; (s) Water Recycling Fund: increase to charges for services, increase to resource and production partially offset by a decrease in the Operations and Maintenance Reserve, with a net impact of $360,000; and (t) Water

Utility Capital Fund: increases to various capital projects offset by ending fund balance, with a net impact of $0.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.C 25-369 Action on Award of Purchase Order(s) to Bound Tree Medical, Inc. for Emergency Medical Services Supplies

Recommendation: Authorize the City Manager or designee to execute a purchase order with Bound Tree Medical, Inc., through the Brevard County contract, for a total maximum amount not to exceed $398,595 through December 14, 2030, for the purchase of emergency services medical supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to authorize the City Manager or designee to execute a purchase order with Bound Tree Medical, Inc., through the Brevard County contract, for a total maximum amount not to exceed $398,595 through December 14, 2030, for the purchase of emergency services medical supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.D 25-503 Action on Award of Purchase Orders to Stryker Corporation for Emergency Medical Services Equipment and Related Services for the Fire Department

Recommendation: Authorize the City Manager or designee to issue Purchase Orders to Stryker Corporation, under the Eagle County Health Service District contract, through November 8, 2029, for a total maximum amount not-to-exceed $920,144 for the purchase of emergency medical services equipment and supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to Authorize the City Manager or designee to issue Purchase Orders to Stryker Corporation, under the Eagle County Health Service District contract, through November 8, 2029, for a total maximum amount not-to-exceed $920,144 for the purchase of emergency medical services equipment and supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.E 25-652 Action on an Amendment to an Existing Agreement with Smart Energy Systems, Inc. and a New Agreement with Smart Energy Systems, Inc. for a Utility Billing Customer Self Service Portal

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute Amendment No.5 to the agreement with Smart Energy Systems, LLC dba Smart Energy Water to retroactively extend the term from March 31, 2025 through January 31, 2026, with no change to the maximum compensation amount of $1,653,343, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to negotiate and execute a new agreement with Smart Energy Systems, LLC dba Smart Energy Water for a ten-year term beginning on or around February 1, 2026 and ending on or around February 1, 2036, with a total maximum compensation not-to-exceed $5,052,215, and to execute future amendments to (a) add, modify, or delete services, including software subscription or support services, (b) adjust rates, including subscription fees, as necessary to reflect market conditions or service changes, and (c) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) authorize the City Manager or designee to negotiate and execute Amendment No. 5 to the agreement with Smart Energy Systems, LLC dba Smart Energy Water to retroactively extend the term from March 31, 2025 through January 31, 2026, with no change to the maximum compensation amount of $1,653,343, subject to the appropriation of funds and review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to negotiate and execute a new agreement with Smart Energy Systems, LLC dba Smart Energy Water for a ten-year term beginning on or around February 1, 2026 and ending on or around February 1, 2036, with a total maximum compensation not-to-exceed $5,052,215, and to execute future amendments to (a) add, modify, or delete services, including software subscription or support services, (b) adjust rates, including subscription fees, as necessary to reflect market conditions or service changes, and (c) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.F 25-621 Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreements for Services with Geocon Consultants, Inc. and Ninyo and Moore Geotechnical & Environmental Sciences Consultants to Provide On-Call Material Testing and Special Inspection Services for Silicon Valley Power

Recommendation: Authorize the City Manager or designee to negotiate and execute amendments to the agreements with Ninyo and Moore Geotechnical & Environmental Sciences Consultants and Geocon Consultants, Inc. to provide on-call material testing and special inspection services for Silicon Valley Power for a five-year term ending on March 31, 2028, to (a) increase the aggregate maximum compensation to $2 million, (b) add or delete services consistent with the scope of services, (c) adjust future rates based on market conditions, (d) make de minimis changes, and (e) extend the term through March 31, 2033, to be funded by the Silicon Valley Power Capital or Operating Fund as applicable, subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to authorize the City Manager or designee to negotiate and execute amendments to the agreements with Ninyo and Moore Geotechnical & Environmental Sciences Consultants and Geocon Consultants, Inc. to provide on-call material testing and special inspection services for Silicon Valley Power for a five-year term ending on March 31, 2028, to (a) increase the aggregate maximum compensation to $2 million, (b) add or delete services consistent with the scope of services, (c) adjust future rates based on market conditions, (d) make de minimis changes, and (e) extend the term through March 31, 2033, to be funded by the Silicon Valley Power Capital or Operating Fund as applicable, subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.G 25-252 Action on an Amendment to the Amended and Restated Water Supply Agreement between the City and County of San Francisco and its Wholesale Customers in Alameda County, San Mateo County and Santa Clara County, and Updated Tier 2 Drought Response Implementation Plan

Recommendation:

1. Adopt the Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County for Minimum Purchase Requirements and the Tier 1 Water Shortage Allocation Plan on the terms presented, in a final form approved by the City Attorney.
2. Adopt the Resolution Approving the Amendment for Tier 2 Drought Response Implementation Plan (Tier 2 Plan) on the terms presented, in a final form approved by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) adopt Resolution No. 25-9456 approving an amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County for Minimum Purchase Requirements and the Tier 1 Water Shortage Allocation Plan on the terms presented, in a final form approved by the City Attorney; and (2) adopt Resolution No. 25-9457 approving the Amendment for Tier 2 Drought Response Implementation Plan (Tier 2 Plan) on the terms presented, in a final form approved by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.H 25-572 Action on an Option Agreement for an Amendment to Ground Lease and Property Use Agreement Between the City of San José, the City of Santa Clara and Santa Clara Valley Water District to Allow for the Development of a Direct Potable Reuse Demonstration Facility

Recommendation: Authorize the City Manager or their designee to negotiate and execute the Option Agreement for First Amendment to Ground Lease and Property Use Agreement to allow for the implementation by Santa Clara Valley Water District of a proposed direct potable reuse demonstration facility on the terms presented in a final form approved by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to authorize the City Manager or designee to negotiate and execute the Option Agreement for First Amendment to Ground Lease and Property Use Agreement to allow for the implementation by Santa Clara Valley Water District of a proposed direct potable reuse demonstration facility on the terms presented in a final form approved by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.I 25-64 Action on a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present

Recommendation: 1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations.
2. Adopt a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; and (2) adopt Resolution No. 25-9458 establishing 15 mile per hour speed limits in school zones when children are present.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.J 25-614 Action to Authorize the Use of City Electric Forces for Public Works at 4200 Great America Parkway

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4200 Great America Parkway with an estimated cost of $46,963 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4200 Great America Parkway with an estimated cost of $46,963 are better performed by the City with its own employees and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.K 25-535 Action on a Resolution Adopting the Revised Police Department Records Retention Schedule and Partially Rescinding Resolution 12-7965

Recommendation: Adopt the Resolution Adopting the Revised Police Department Records Retention Schedule and Rescinding those portions of Resolution 12-7965 (adopted August 28, 2012) applicable to the Police Department Record Retention Schedule.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to adopt Resolution No. 25-9459 adopting the Revised Police Department Records Retention Schedule and rescinding those portions of Resolution No. 12-7965 applicable to the Police Department Record Retention Schedule.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

5.A 25-707 Action on Stadium Manager's Request to Execute an Amendment No. 1 to the Agreement with Integrated Communication Systems to Increase the Not to Exceed Amount by $56,000, for a Total of $408,000 Over a Three-Year Term, for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium

Recommendation: Approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Integrated Communication Systems (ICS) to increase the not to exceed amount to $133,000 for the second contract year and $160,000 for the third contract year, for a total not to exceed amount of $408,000 over the three-year period, with the option to extend the agreement for two additional one-year periods, subject to budget appropriations.

A motion was made by Boardmember Chahal, seconded by Boardmember Gonzalez, to approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Integrated Communication Systems (ICS) to increase the not to exceed amount to $133,000 for the second contract year and $160,000 for the third contract year, for a total not to exceed amount of $408,000 over the three-year period, with the option to extend the agreement for two additional one-year periods, subject to budget appropriations.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

5.B 25-649 Action on Stadium Manager's Request to Approve an Amendment No. 4 to the Agreement with Bear Electrical Solutions, LLC to Extend the Term through May 4, 2026 and Increase the Not to Exceed Amount by $250,000, for a Total of $2,020,000 Over a Five-Year Term, for On-Call Electrical Maintenance and Repair Services at Levi's Stadium

Recommendation: Approve the Stadium Manager's request to execute an Amendment No. 4 to the Agreement with Bear Electrical Services, LLC to extend the term through May 4, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $2,020,000 over the five-year term, subject to budget appropriations.

A motion was made by Boardmember Chahal, seconded by Boardmember Gonzalez, to approve the Stadium Manager's request to execute an Amendment No. 4 to the Agreement with Bear Electrical Services, LLC to extend the term through May 4, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $2,020,000 over the five-year term, subject to budget appropriations.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS

6. 25-737 Study Session on the Draft Revisions to the El Camino Real Specific Plan

Recommendation: Staff is requesting general feedback on moving forward with processing the original Specific Plan and its EIR or the revised Specific Plan and its EIR or both and the revised Objective Design Standards and the Standards for the new Corridor Residential - Low land Use designation for the draft El Camino Real Specific Plan and to note and file the report on the Study Session for the Draft Revisions to the El Camino Real Specific Plan.

City Manager Grogan made some opening remarks and introduced **Community Development Directo Hamid** who provided a Powerpoint presentation on the draft revisions to the El Camino Real Specific Plan. **Community Development Director Hamid** introduced **Alessandra Lundin (Associate, Raimi & Associates)** who continued the presentation.

Council questions followed.

Public Comment: Jeff Houston
Betsy Megas
Linda
Edward Strine

Alessandra Lundin (Associate, Raimi & Associates), **Planning Manager Xavier**, **Community Development Director Hamid and Assistant Director of Public Works Liw** addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to note and file the report on the Study Session for the Draft Revisions to the El Camino Real Specific Plan.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

8. 25-385 Action on an Award of Contract for the Kifer and Scott Receiving Station Rebuild and Replacement Project No. 2453 and 2456 to DMZ Builders and Related Budget Amendment

Recommendation:

1. Award the Public Works Contract for the Kifer Receiving Station and Scott Receiving Station Rebuild and Replacement Projects, No. 2453 and 2456, to the lowest responsive and responsible bidder, DMZ Builders in the amount of $117,688,674 (Contract Price) and authorize the City Manager or designee to execute the Contract (Contract), subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of these projects and approval of any necessary change orders not to exceed 15 percent of the Contract Price, or $17,653,301, for a total not to exceed aggregate Contract amount of $135,341,975; and
3. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase Other Revenue to recognize additional Load Development Fee revenue in the amount of $15 million, increase the Kifer Receiving Station Rebuild and Replacement Project in the amount of $6 million, and increase the Scott Receiving Station Rebuild and Replacement Project in the amount of $9 million **(five affirmative Council votes are required to appropriate additional revenue)**.

Mayor Gillmor noted that Agenda Item 7 will go after Agenda Item 10.

Councilmember Chahal recused himself from this item due to a conflict of interest as he owns property near the subject property.

City Manager Grogan made some opening remarks and introduced **Acting Chief Electric Utility Officer Procos** and **Electric Division Manager Jackman** who gave provided a Powerpoint presentation on the award of contract for the Kifer and Scott Receiving Station Rebuild and Replacement Project to DMZ Builders.

Council questions followed.

Acting Chief Electric Utility Officer Procos and **Electric Division Manager Jackman** addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) award the Public Works contract for the Kifer Receiving Station and Scott Receiving Station Rebuild and Replacement Projects, No. 2453 and 2456, to the lowest responsive

and responsible bidder, DMZ Builders in the amount of $117,688,674 (Contract Price) and authorize the City Manager or designee to execute the Contract, subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of these projects and approval of any necessary change orders not to exceed 15 percent of the Contract Price, or $17,653,301, for a total not to exceed aggregate Contract amount of $135,341,975; and (3) approve the Fiscal Year 2025/26 budget amendment in the Electric Utility Capital Fund to increase Other Revenue to recognize additional Load Development Fee revenue in the amount of $15 million, increase the Kifer Receiving Station Rebuild and Replacement Project in the amount of $6 million, and increase the Scott Receiving Station Rebuild and Replacement Project in the amount of $9 million.

Aye: 6 - Councilmember Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Recused: 1 - Councilmember Chahal

9. 25-525 Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

Recommendation: Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project ***(Five affirmative votes required [California Code of Civil Procedure section 1245.245])***.

Mayor Gillmor opened the Public Hearing.

City Attorney Googins made a few opening remarks and **introduced Electric Division Manager Jackman** who provided a Powerpoint presentation on a resolution of necessity.

Public Comment: None

Council questions followed.

City Attorney Googins addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to close the Public Hearing

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to adopt Resolution No. 25-9460 Making the Required Findings to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

10. 25-527 Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

Recommendation: Adopt a Resolution of Necessity to Making the Required Findings to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record ***(Five affirmative votes required [California Code of Civil Procedure section 1245.245])***.

Mayor Gillmor opened the Public Hearing.

City Attorney Googins made some opening remarks and introduced **Electric Division Manager Jackman** who provided a Powerpoint presentation on a resolution of necessity.

Council questions followed.

Electric Division Manager Jackman addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to adopt Resolution No. 25-9461 Making the Required Findings to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record (Five affirmative votes required.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

7. 25-156 Action on Approval of Location and Design of the Rainbow Crosswalk Project

Recommendation: Alternatives 1, 2, and 4

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve the location of the Rainbow Crosswalk project at the crosswalk at Monroe Street and Franklin Street; and
4. Approve the design of the Rainbow Crosswalk as a ladder-style crosswalk with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel.

Mayor Gillmor recused herself from this item due to a conflict of interest as her office is within the subject area.

City Manager Grogan made some opening remarks and introduced **Transportation Manager Chan** who provided a Powerpoint presentation on the Rainbow Crosswalk Project.

Council questions followed.

Transportation Manager Chan addressed **Council** questions.

Public Comment: Linda

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) approve the location of the Rainbow Crosswalk project at the crosswalk at Monroe Street and Franklin Street; and (4) approve the design of the Rainbow Crosswalk as a ladder-style crosswalk with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Vice Mayor Cox

Recused: 1 - Mayor Gillmor

11. 25-366 Action on a Recommendation from the Governance & Ethics Committee to Adopt New Council Policy 055 Providing for a Consolidated Set of Council Meeting Procedures and Protocols for Use by the City Council and Other City Boards, Commissions and Committees

Recommendation: Adopt by Resolution Council Policy 055, entitled "Council Meeting Procedures and Protocols," in substantially the form presented, or with such changes Council may approve, and direct staff to come back with any necessary actions, including amendments to the City Code in order to implement such policy.

City Attorney Googins provided a Powerpoint presentation on a new Council Policy 055.

Council questions followed.

City Attorney Googins and **City Manager Grogan** addressed **Council** questions.

Public Comment: Wanda Buck

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to adopt Resolution No. 25-9462 adopting Council Policy 055, entitled "Council Meeting Procedures and Protocols," for a 6 month pilot.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Park noted that he recently attended a meeting of the Human Trafficking Commission.

Councilmember Chahal noted that he recently attended a meeting of the American Public Power Association.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 11:59 PM.

A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Chahal, to adjourn the meeting.

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

The next regular scheduled meeting is on Tuesday, July 8, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

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AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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Draft

City of Santa Clara

Meeting Minutes

Call and Notice of Special Meeting of the

City Council

06/27/2025 **3:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on June 27, 2025, at 3:00 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

3:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 3:00 PM.

Roll Call

Present: 5 - Councilmember Albert Gonzalez, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Suds Jain, and Mayor Lisa M. Gillmor

Absent: 2 - Councilmember Kevin Park, and Vice Mayor Kelly Cox

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to excuse Councilmember Park and Vice Mayor Cox from this meeting,

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Absent: 2 - Councilmember Park, and Vice Mayor Cox

Public Comment

None.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

1. 25-760 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Charles Sakai, Allyson Hauck, Glen R. Googins

Employee Organizations:
Unit # 4 Engineers of the City of Santa Clara
Unit # 10 Public Safety Non-Sworn Employees Association

Convene to Closed Session (Council Conference Room)

ADJOURNMENT

The meeting was adjourned at 3:50 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS AND AGAIN AT THE JULY 8, 2025 COUNCIL MEETING

The next regular scheduled meeting is on Tuesday, July 8, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

07/08/2025 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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Study Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 5:34 PM.

Confirmation of a Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 25-604 Study Session on Citywide Plan to Reduce Homelessness and Its Impacts

Recommendation: The purpose of this report is to support a study session on the City's Draft Citywide Plan to Reduce Homelessness and Its Impacts and the associated Two-Year Workplan. The study session will gather general input on the Draft Response Plan's strategies, the Two-Year Workplan, and more detailed feedback on the following key work items:

1. Work Item 2.1 - Temporary hotel program
2. Work Item 2.2 - Overnight inclement weather program
3. Work Item 2.3 - RV safe parking research
4. Work Item 3.1 - Street outreach and case management team
5. Work Item 5.2 - Funding to supplement cleanups and towing

City Manager Grogan made some opening remarks and introduced **Deputy City Manager Jung** who provided a Powerpoint presentation on the Citywide Plan to reduce Homelessness and its impact. **Hilary Armstrong (Deputy Director, County of Santa Clara Office of Supportive Housing), Housing and Community Services Division Manager Marcus,** and **Chief of Police Morgan** joined the presentation.

Council questions followed.

Public Comment: Diane Harrison
Public speaker

Mayor Gillmor called for a recess at 6:58 PM and reconvened the meeting at 7:13 PM.

7:00 PM COUNCIL REGULAR MEETING

Call to Order

Mayor/Chair Gillmor called the regular meeting to order at 7:13 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

Mayor Gillmor called for a moment of silence for the victims of the recent flood in Texas.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session matters heard on June 27, 2025.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Mayor Gillmor noted that Item 7 regarding the City Place Santa Clara Project would be heard before Item 5 regarding the Northern Receiving Station Upgrades and Expansion Project.

SPECIAL ORDER OF BUSINESS

2. 25-754 Proclamation of July 2025 as Parks and Recreation Month

Mayor Gillmor, on behalf of the **Council**, proclaimed July 2025 as Parks and Recreation Month.

Director of Parks and Recreation Sparacino accepted the proclamation and provided some remarks.

CONSENT CALENDAR

A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Gonzalez, to approve the Consent Calendar.

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

3.A 25-783 Action on the June 3, 2025 Special City Council Meeting Minutes, June 10, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and June 16, 2025 Special City Council Meeting Minutes

Recommendation: Approve the June 3, 2025 Special City Council Meeting Minutes, June 10, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and June 16, 2025 Special City Council Meeting Minutes.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to approve the June 3, 2025 Special City Council Meeting Minutes, June 10, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and June 16, 2025 Special City Council Meeting Minutes.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.B 25-13 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

1. Bicycle & Pedestrian Advisory Committee - March 24, 2025
2. Board of Library Trustees - May 5, 2025

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to note and file the minutes of Bicycle & Pedestrian Advisory Committee - March 24, 2025 and Board of Library Trustees - May 5, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.C 25-69 Actions on a Proposed Award of Contract for the Lafayette Street Class IV Bikeway and Pavement Rehabilitation Project to O'Grady Paving, Inc., Authorize the City Manager to Execute a Funding Agreement with Santa Clara Valley Transportation Authority for 2016 Measure B Funding, and Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve and authorize the City Manager to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority, including minor modifications, amendments, and time extensions, if needed, in final forms approved by the City Attorney;
3. Award the Public Works Contract for the Lafayette Street Class IV Bikeway and Pavement Rehabilitation Project to O'Grady Paving, Inc., the lowest responsive and responsible bidder, in the amount of $4,087,445 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney;
4. Authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or $408,745 for a total project budget not to exceed amount of $4,496,190, in final forms approved by the City Attorney; and
5. Approve the following FY 2025/26 budget amendments:
    a. In the Streets and Highways Capital Fund, recognize grant revenue of $997,000 from Valley Transportation Authority, recognize transfers of $135,900 from the Water Utility Capital Fund and $34,000 from the Sewer Utility Fund, and increase Lafayette Street Class IV Bikeway and Pavement Rehabilitation project appropriation by $1,166,900, **(five affirmative Council votes required to appropriate additional revenue)**;
    b. In the Streets and Highways Capital Fund, reduce the Pedestrian and Bicycle Enhancement Facilities project appropriation by $99,700, reduce the Annual Street Maintenance and Rehabilitation Program project appropriation by $3,250,000, and increase the appropriation in the Lafayette Street Class IV Bikeway project appropriation by $3,349,700 **(majority affirmative Council votes required)**;
    c. In the Water Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Buildings and Grounds appropriation by $135,900 **(majority affirmative Council votes required)**; and
    d. In the Sewer Utility Fund, establish a transfer to the Streets and

Highways Capital Fund and reduce the unrestricted ending fund balance by $34,000 **(five affirmative Council votes required for the use of unused balances).**

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) approve and authorize the City Manager to execute the funding agreement with Santa Clara Valley Transportation Authority, including minor modifications, amendments, and time extensions, if needed, in final forms approved by the City Attorney; (3) award the Public Works Contract for the Lafayette Street Class IV Bikeway and Pavement Rehabilitation Project to O'Grady Paving, Inc., the lowest responsive and responsible bidder, in the amount of $4,087,445 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney; (4) authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or $408,745 for a total project budget not to exceed amount of $4,496,190, in final forms approved by the City Attorney; and (5) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Streets and Highways Capital Fund, recognize grant revenue of $997,000 from Valley Transportation Authority, recognize transfers of $135,900 from the Water Utility Capital Fund and $34,000 from the Sewer Utility Fund, and increase Lafayette Street Class IV Bikeway and Pavement Rehabilitation project appropriation by $1,166,900; (b) in the Streets and Highways Capital Fund, reduce the Pedestrian and Bicycle Enhancement Facilities project appropriation by $99,700, reduce the Annual Street Maintenance and Rehabilitation Program project appropriation by $3,250,000, and increase the appropriation in the Lafayette Street Class IV Bikeway project appropriation by $3,349,700; (c) in the Water Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Buildings and Grounds appropriation by $135,900; and (d) in the Sewer Utility Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the unrestricted ending fund balance by $34,000.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.D 25-77 Action to Delegate Authority to the City Manager to Execute Purchase Orders and Negotiate Agreements and/or Amendments with Doble Engineering Company for Test Equipment, PowerBase Software, Relay Testing Software, and Other Services Related to Silicon Valley Power Operations, and to Ratify Amendments and Payments Exceeding City Manager Authority

Recommendation:

1. Authorize the City Manager to negotiate and execute agreements, and/or purchase orders with Doble Engineering Company for test equipment, software (including PowerBase and Relay Testing Software), engineering services, and other related products and services with a maximum authorization of $1,000,000 for the period of April 1, 2018, through March 31, 2030, subject to budget appropriations and the review and approval as to form by the City Attorney;
2. Ratify the City Manager's execution of amendments to the Doble Master Services Agreement and related purchase orders and payments issued to Doble prior to the date of this report in excess of the City Manager's authority; and
3. Authorize the City Manager to (1) take any actions necessary to implement and administer the purchase orders or agreements and (2) a negotiate and execute amendment(s) to (a) add or delete services associated with the services; (b) adjust future rates based on market conditions, (c) make de minimis changes; and (d) extend the term of the Master Agreement through March 31, 2030, subject to budget appropriations and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) authorize the City Manager to negotiate and execute agreements, and/or purchase orders with Doble Engineering Company for test equipment, software (including PowerBase and Relay Testing Software), engineering services, and other related products and services with a maximum authorization of $1,000,000 for the period of April 1, 2018, through March 31, 2030, subject to budget appropriations and the review and approval as to form by the City Attorney; (2) ratify the City Manager's execution of amendments to the Doble Master Services Agreement and related purchase orders and payments issued to Doble prior to the date of this report in excess of the City Manager's authority; and (3) authorize the City Manager to: (a) take any actions necessary to implement and administer the purchase orders or agreements and (2) a negotiate and execute amendment(s) to: (i) add or delete services associated with the services; (ii) adjust future rates based on market conditions, (iii) make de minimis changes; and (iv) extend the term of the Master Agreement through March 31, 2030, subject to

budget appropriations and the review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.E 25-82 Action on Delegation of Authority to the City Manager to Negotiate and Execute Agreement(s) and Amendment(s) with Art Alger, Inc. DBA Peninsula Crane and Rigging for As-Needed Crane Services for Silicon Valley Power and the Water and Sewer Utilities Department

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations;
2. Delegate authority to the City Manager or designee to negotiate and execute an agreement with Art Alger, Inc. DBA Peninsula Crane and Rigging for Silicon Valley Power (SVP Agreement) for a five-year term beginning on or around August 1, 2025, with a one-year option to extend the agreement term through July 31, 2031, and a maximum compensation not to exceed $2,000,000, subject to the review and approval as to form by the City Attorney;
3. Delegate authority to the City Manager or designee to negotiate and execute an agreement with Art Alger, Inc. DBA Peninsula Crane and Rigging for the Water and Sewer Utilities Department (Water Agreement) for a five-year term beginning on or around August 1, 2025, with a one-year option to extend the agreement term through July 31, 2031, and a maximum compensation not to exceed $350,000, subject to the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions as necessary to implement and administer the SVP Agreement and Water Agreement, and to negotiate and execute amendments to these agreement to: (a) add or delete services consistent with the scope of services, (b) adjust future rates based on market conditions, (c) extend the term one additional year through July 31, 2031, (d) make de minimis changes, and (e) increase the maximum compensation for the SVP Agreement up to $500,000 for a total maximum compensation of $2,500,000, subject to the appropriation of funds and to the review and approval as to form by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations; (2) delegate authority to the City Manager or designee to negotiate and execute an agreement with Art Alger, Inc. DBA Peninsula Crane and Rigging for Silicon Valley Power (SVP Agreement) for a five-year term beginning on or around August 1, 2025, with a one-year option to extend the agreement term through July 31, 2031, and a maximum compensation not to exceed $2,000,000, subject to the review and approval as to form by the City Attorney; (3) delegate authority to the City Manager or designee to negotiate and execute

an agreement with Art Alger, Inc. DBA Peninsula Crane and Rigging for the Water and Sewer Utilities Department (Water Agreement) for a five-year term beginning on or around August 1, 2025, with a one-year option to extend the agreement term through July 31, 2031, and a maximum compensation not to exceed $350,000, subject to the review and approval as to form by the City Attorney; and (4) authorize the City Manager or designee to take any actions as necessary to implement and administer the SVP Agreement and Water Agreement, and to negotiate and execute amendments to these agreement to: (a) add or delete services consistent with the scope of services, (b) adjust future rates based on market conditions, (c) extend the term one additional year through July 31, 2031, (d) make de minimis changes, and (e) increase the maximum compensation for the SVP Agreement up to $500,000 for a total maximum compensation of $2,500,000, subject to the appropriation of funds and to the review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.F 25-476 Action on Amendment No. 3 to Agreement with The Permanente Medical Group, Inc. for Professional Medical Services for Public Safety Employees

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 3 to the agreement with The Permanente Medical Group, Inc. for Professional Medical Services to extend the term through August 31, 2030, subject to appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to negotiate and execute future Amendments making minor modifications to the agreement and to extend the term, if needed, with no increase to the not-to-exceed maximum compensation, subject to review and approval as to form by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) authorize the City Manager or designee to execute Amendment No. 3 to the agreement with The Permanente Medical Group, Inc. for Professional Medical Services to extend the term through August 31, 2030, subject to appropriation of funds and review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to negotiate and execute future Amendments making minor modifications to the agreement and to extend the term, if needed, with no increase to the not-to-exceed maximum compensation, subject to review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.G 25-522 Action on Delegation of Authority to Authorize the City Manager to Issue Purchase Orders and Negotiate and Execute Agreements or Amendments with Environmental Systems Corporation DBA ESC Spectrum Corporation for Data Acquisition and Historian System Support and Maintenance Service Related to Silicon Valley Power Operations and to Ratify Prior Payments

Recommendation:

1. Authorize the City Manager issue purchase orders or negotiate and execute agreements and amendments with Environmental Systems Corporation DBA ESC Spectrum (ESC) for Data Acquisition and Handling System (DAHS) for a maximum authorization of $800,000 for purchase orders and payments issued during the period of January 1, 2025, through April 30, 2031, subject to the appropriation of funds and review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the purchase orders and agreements, including negotiating and executing future agreements or amendment(s) to (a) add or delete services associated with the services, (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to budget appropriations and review and approval as to form by the City Attorney; and
3. Ratify prior payments made to ESC in connection with DAHS services and software occurring prior to 2025 in the approximate amount of $1,200,000.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) authorize the City Manager to issue purchase orders or negotiate and execute agreements and amendments with Environmental Systems Corporation DBA ESC Spectrum (ESC) for Data Acquisition and Handling System (DAHS) for a maximum authorization of $800,000 for purchase orders and payments issued during the period of January 1, 2025, through April 30, 2031, subject to the appropriation of funds and review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any actions necessary to implement and administer the purchase orders and agreements, including negotiating and executing future agreements or amendment(s) to (a) add or delete services associated with the services, (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to budget appropriations and review and approval as to form by the City Attorney; and (3) ratify prior payments made to ESC in connection with DAHS services and software occurring prior to 2025 in the approximate amount of $1,200,000.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.H 25-569 Action on Award of Contract for the Emergency Operations Center Security Upgrades Project to Arrow Fencing and Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15311 (Accessory Structures) of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Emergency Operations Center Security Upgrades Project to Arrow Fencing, the lowest responsive and responsible bidder, in the amount of $558,000 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney;
3. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or $83,700, for a total project budget not to exceed amount of $641,700, in final forms approved by the City Attorney; and
4. Approve the following FY 2025/26 budget amendments for the funding of the project:
   a. In the Fire Department Capital Fund, recognize transfers of $420,348 from the General Fund - Capital Projects Reserve and $79,372 from the Electric Operating Grant Trust Fund, and increase the Emergency Operations Center Security Upgrades Project by $499,720 (**five affirmative Council votes required to appropriate additional revenue**);
   b. In the General Fund, establish a transfer to the Fire Department Capital Fund and decrease the Capital Projects Reserve by $420,348 (**five affirmative Council votes required for the use of unused balances**); and
   c. In the Electric Operating Grant Trust Fund, establish a transfer to the Fire Department Capital Fund and decrease the Ending Fund Balance - Greenhouse Gas Program by $79,372 (**five affirmative Council votes required for the use of unused balances**).

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15311 (Accessory Structures) of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the Emergency Operations Center Security Upgrades Project to Arrow Fencing, the lowest responsive and responsible bidder, in the amount of $558,000 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney; (3) authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or

$83,700, for a total project budget not to exceed amount of $641,700, in final forms approved by the City Attorney; and (4) approve the following FY 2025/26 budget amendments for the funding of the project: (a) in the Fire Department Capital Fund, recognize transfers of $420,348 from the General Fund - Capital Projects Reserve and $79,372 from the Electric Operating Grant Trust Fund, and increase the Emergency Operations Center Security Upgrades Project by $499,720 (five affirmative Council votes required to appropriate additional revenue); (b) in the General Fund, establish a transfer to the Fire Department Capital Fund and decrease the Capital Projects Reserve by $420,348 (five affirmative Council votes required for the use of unused balances); and (c) in the Electric Operating Grant Trust Fund, establish a transfer to the Fire Department Capital Fund and decrease the Ending Fund Balance - Greenhouse Gas Program by $79,372.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.I 25-624 Informational Report on 2025 Q2 Legislative Updates

Recommendation: Note and file the informational report on 2025 Q2 legislative updates.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to note and file the informational report on 2025 Q2 legislative updates.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.J 25-731 Action on Authorizing the City Manager to Negotiate and Execute Amendments to the Agreement with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute Amendment No. 6 and Amendment No. 7 to the agreement with N. Harris Computer Corporation (Agreement) for the NorthStar Customer Information System Customer Connect Portal integration with CyberSource and the EnergyIP Integration Modernization, including extending the term to December 31, 2028 and increasing the maximum compensation by $261,256 for a revised maximum compensation not to exceed $1,031,703, subject to the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement, including negotiating and executing future amendment(s) to (a) add, modify, or delete services, including software subscription or support services, (b) increase the maximum compensation by an additional $300,000 for a total maximum compensation amount not-to-exceed $1,331,703 to cover unanticipated services required to maintain system compatibility, support compliance, or respond to operational requirements, (c) extend the term as needed to complete approved projects, and (d) make de minimis changes, all subject to the total maximum compensation of $1,331,703, appropriation of funds, and review and approval as to form by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) authorize the City Manager or designee to negotiate and execute Amendment No. 6 and Amendment No. 7 to the agreement with N. Harris Computer Corporation (Agreement) for the NorthStar Customer Information System Customer Connect Portal integration with CyberSource and the EnergyIP Integration Modernization, including extending the term to December 31, 2028 and increasing the maximum compensation by $261,256 for a revised maximum compensation not to exceed $1,031,703, subject to the review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement, including negotiating and executing future amendment(s) to (a) add, modify, or delete services, including software subscription or support services, (b) increase the maximum compensation by an additional $300,000 for a total maximum compensation amount not-to-exceed $1,331,703 to cover unanticipated services required to maintain system compatibility, support compliance, or respond to operational requirements, (c)

extend the term as needed to complete approved projects, and (d) make de minimis changes, all subject to the total maximum compensation of $1,331,703, appropriation of funds, and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.K 25-773 Action to (1) Adopt a Resolution Declaring an Urgency in Accordance with Charter Section 1310, Contracts on Public Works, to Allow for the Award of Contracts for Projects Implementing Security Measures to Mitigate Risks to Public Services and Facilities without Advertising for Bids, (2) Authorize the City Manager to Execute Agreements, Amendments, and Change Orders for Services, Equipment and Materials in connection with the Implementation of Security Measures to Mitigate Risks to Public Services and Facilities, (3) Approval of one full-time position to develop, implement, and manage Silicon Valley Power's security measures and (4) Approve Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of California Code of Regulations.
2. Adopt a resolution declaring an urgency in accordance with City Charter Section 1310 to allow for the award of contracts to various contractors to implement public facility security measures without advertising for bids.
3. Authorize the City Manager to negotiate and execute agreements, amendments, change orders, and/or purchase orders with various vendors in connection with the implementation of security measures at various City public facility sites, for a maximum aggregate compensation amount not-to-exceed $20,000,000, subject to the review and approval as to form by the City Attorney.
4. Authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the agreements and/or purchase orders, and (b) negotiate and execute amendments to the agreements or purchase orders for (i) project scope changes/additions, (ii) any unanticipated conditions or requirements, (iii) extensions of the agreement term, and (iv) de minimis revisions, all subject to the above maximum aggregate compensation amount and review and approval as to form by the City Attorney.
5. Approve the addition of one (1) Electric Program Manager in the Electric Utility Department.
6. Approve the following FY 2025/26 budget amendments:
    a. In the Electric Utility Fund, decrease the Infrastructure Reserve Ending Fund Balance and increase the transfer to the Electric Utility Capital Fund in the amount of $20.0 million (**five affirmative Council votes required for the use of unused balances)** and
    b. In the Electric Utility Capital Fund, increase the transfer from the Electric Utility Fund and increase the Substation Physical Security Improvements Project in the amount of $20.0 million (**five affirmative Council votes required to appropriate**

additional revenue).

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of California Code of Regulations; (2) adopt Resolution No. 25-9463 declaring an urgency in accordance with City Charter Section 1310 to allow for the award of contracts to various contractors to implement public facility security measures without advertising for bids; (3) authorize the City Manager to negotiate and execute agreements, amendments, change orders, and/or purchase orders with various vendors in connection with the implementation of security measures at various City public facility sites, for a maximum aggregate compensation amount not-to-exceed $20,000,000, subject to the review and approval as to form by the City Attorney; (4) authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the agreements and/or purchase orders, and (b) negotiate and execute amendments to the agreements or purchase orders for (i) project scope changes/additions, (ii) any unanticipated conditions or requirements, (iii) extensions of the agreement term, and (iv) de minimis revisions, all subject to the above maximum aggregate compensation amount and review and approval as to form by the City Attorney; (5) approve the addition of one (1) Electric Program Manager in the Electric Utility Department; (6) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Electric Utility Fund, decrease the Infrastructure Reserve Ending Fund Balance and increase the transfer to the Electric Utility Capital Fund in the amount of $20.0 million and (b) in the Electric Utility Capital Fund, increase the transfer from the Electric Utility Fund and increase the Substation Physical Security Improvements Project in the amount of $20.0 million.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 25-701 Action on Stadium Authority Bills and Claims for the Month of May 2025

Recommendation: Approve the list of Stadium Authority Bills and Claims for May 2025.

A motion was made by Boardmember Hardy, seconded by Boardmember Gonzalez, to approve the list of Stadium Authority Bills and Claims for May 2025.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

PUBLIC PRESENTATIONS

Krish Arora spoke regarding climate anxiety.

Betsy Megas spoke regarding the Stevens Creek Boulevard Vision Study.

25-800 Post Meeting Material

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

7. 25-457 Public Hearing: Consideration of Various Actions to Amend the City Place Santa Clara Project (PLN24-00060) Located at 5155 Stars and Stripes Drive to Provide for a New Scheme C Land Use Scenario to add Light Industrial as a Permitted Land Use on Parcels 1 and 2, Replacing the Originally Planned Office Uses and Transferring Unused Development Intensity to Parcel 4 and to Implement Other Project Changes

Recommendation:

1. Adopt a resolution for an Addendum to the City Place Santa Clara Environmental Impact Report (2016 EIR)
2. Adopt a resolution approving the General Plan Amendment to revise the permitted uses under the Urban Center/Entertainment District land use classification to include the proposed light industrial uses on Parcels 1 and 2 for the Related Santa Clara project at 5155 Stars and Stripes Drive ('Project").
3. Adopt a resolution approving a Rezone to Amend the approved Planned Development Master Community (PD-MC) to add a new Scheme C for the Project.
4. Waive first reading and introduce an ordinance to approve amending the Development Agreement to implement aspects of Scheme C for Project.
5. Adopt a resolution amending the Disposition and Development Agreement for Project.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Department Hamid** who gave a Powerpoint presentation on the City Place Santa Clara Project. **Steve Eimer (Executive Vice President, Related Companies), Nick Vanderboom (Chief Operating Officer, Related Companies), Anna Shimko (Partner, Burke, Williams and Sorensen),** and **David Doezema (Principal, Keyser Marston & Associates)** joined the presentation.

Council questions followed.

Public comment: Larry McColloch
Mei Ling
David Kertes
Mike Walke
Howard C

Tory N
James P
Debbie Tryforos
Pat Nikolai
Dana Caldwell
Edward Strine
Marion Valino
Helen N
Robyn Burdick

City Manager Grogan, Director of Community Development Hamid, Steve Eimer (Executive Vice President, Related Companies), and **Anna Shimko (Partner, Burke, Williams and Sorensen)** addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by **Vice Mayor Cox**, seconded by **Councilmember Gonzalez**, to (1) adopt Resolution No. 25-9465 for an Addendum to the City Place Santa Clara Environmental Impact Report (2016 EIR); (2) adopt Resolution No. 25-9466 approving the General Plan Amendment to revise the permitted uses under the Urban Center/Entertainment District land use classification to include the proposed light industrial uses on Parcels 1 and 2 for the Related Santa Clara project at 5155 Stars and Stripes Drive ('Project"); (3) adopt Resolution No. 25-9467 approving a Rezone to Amend the approved Planned Development Master Community (PD-MC) to add a new Scheme C for the Project; (4) waive first reading and introduce Ordinance No. 2078 amending the Development Agreement to implement aspects of Scheme C for Project; (5) adopt Resolution No. 25-9468 amending the Disposition and Development Agreement for Project; and (6) provide the BMX track with 18 months notice to vacate.

A substitute motion was made by **Councilmember Jain**, seconded by **Councilmember Park**, to (1) adopt Resolution No. 25-9465 for an Addendum to the City Place Santa Clara Environmental Impact Report (2016 EIR); (2) adopt Resolution No. 25-9466 approving the General Plan Amendment to revise the permitted uses under the Urban Center/ Entertainment District land use classification to include the proposed light industrial uses on Parcels 1 and 2 for the Related Santa Clara project at 5155 Stars and Stripes Drive ('Project"); (3) adopt Resolution No. 25-9467 approving a Rezone to Amend the approved Planned Development Master Community (PD-MC) to add a new Scheme C for the Project; (4) waive first reading and introduce Ordinance No. 2078 amending the Development Agreement to implement aspects of Scheme C for Project; (5) adopt Resolution No. 25-9468 amending the Disposition and Development Agreement for Project; and (6) provide the BMX track with 18 months notice to vacate; and (7) require all data centers to use carbon free electricity.

Council discussion ensued.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to consider the substitute motion.

The motion failed.

Aye: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 4 - Councilmember Gonzalez, Councilmember Hardy, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Vice Mayor Cox, seconded by Councilmember Gonzalez, to (1) adopt Resolution No. 25-9465 for an Addendum to the City Place Santa Clara Environmental Impact Report (2016 EIR); (2) adopt Resolution No. 25-9466 approving the General Plan Amendment to revise the permitted uses under the Urban Center/Entertainment District land use classification to include the proposed light industrial uses on Parcels 1 and 2 for the Related Santa Clara project at 5155 Stars and Stripes Drive ('Project"); (3) adopt Resolution No. 25-9467 approving a Rezone to Amend the approved Planned Development Master Community (PD-MC) to add a new Scheme C for the Project; (4) waive first reading and introduce Ordinance No. 2078 amending the Development Agreement to implement aspects of Scheme C for Project; (5) adopt Resolution No. 25-9468 amending the Disposition and Development Agreement for Project; and (6) provide the BMX track with 18 months notice to vacate.

Aye: 4 - Councilmember Gonzalez, Councilmember Hardy, Vice Mayor Cox, and Mayor Gillmor

Nay: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

5. 25-417 Action on an Award of Contract for the Northern Receiving Station Upgrades and Expansion Project Contract No. 2454 to Henkels and McCoy West, LLC and Related Budget Amendment

Recommendation:

1. Award the Public Works Contract for the Northern Receiving Station Upgrades and Expansion Projects, No. 2454, to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC in the amount of $47,788,603.86 (Base Contract Price) and approve Bid Alternates #1-9, in the amount of $12,068,489.28, for a revised Base Contract Price not to exceed $59,857,093.14 and authorize the City Manager or designee to execute the Contract (Contract), subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15 percent of the revised Base Contract Price, or $8,978,563.97, for a total contract amount not to exceed $68,835,657.11; and,
3. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Unrestricted Beginning Fund Balance and increase the Northern Receiving Station Upgrades and Expansion Project in the amount of $16 million **(five affirmative Council votes are required for the use of unused balances)**.

City Manager Grogan made some opening remarks and introduced **Chief Electric Utility Officer Procos** and **Principal Electric Utility Engineer Jackman** who provided a Powerpoint presentation on the Northern Receiving Station Upgrades and Expansion Project.

Council questions followed.

Principal Electric Utility Engineer Jackman addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) award the Public Works Contract for the Northern Receiving Station Upgrades and Expansion Projects, No. 2454, to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC in the amount of $47,788,603.86 (Base Contract Price) and approve Bid Alternates #1-9, in the amount of $12,068,489.28, for a revised Base Contract Price not to exceed $59,857,093.14 and authorize the City Manager or designee to execute the Contract (Contract), subject to the review and approval

as to form by the City Attorney; (2) authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15 percent of the revised Base Contract Price, or $8,978,563.97, for a total contract amount not to exceed $68,835,657.11; and (3) approve the Fiscal Year 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Unrestricted Beginning Fund Balance and increase the Northern Receiving Station Upgrades and Expansion Project in the amount of $16 million.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

6. 25-526 Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3205 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

Recommendation: Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3205 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project ***(Five affirmative votes required [California Code of Civil Procedure section 1245.245])***.

Mayor Gillmor opened the Public Hearing.

Principal Electric Utility Engineer Jackman provided a Powerpoint presentation on a resolution of necessity making the required findings to acquire certain real property interests at 3205 Bassett Street for purposes of implementing the Silicon Valley Power 115 kV Transmission Line Project.

Council questions followed.

Public Comment: None.

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to adopt Resolution No. 25-9464 Making the Required Findings to Acquire Certain Real Property Interests at 3205 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

8. 25-755 Action on Proposed Formation of a Charter Review Committee to Conduct Comprehensive Review of the City Charter to Update, Make Corrections and Better Align the Charter with State Law and Current Best Practices and to Draft a Comprehensive Charter Amendment for Presentation to the City Council and Possibly the Voters at the November 2026 Election

Recommendation: Review, discuss and provide direction to staff on the proposed formation of a City Charter Review Committee to engage in a comprehensive Charter review and amendment process

This item was deferred to the July 15, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The meeting was adjourned at 12:03 AM.

The next regular scheduled meeting is on Tuesday, July 15, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

07/15/2025 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Hardy participated remotely under the "Just Cause" Provision of AB2449

Council/Boardmember Park participated remotely under the "Just Cause" Provision of AB2449

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

25-840 eComments

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:03 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum and noted that Councilmember Hardy and Councilmember Park would be participating remotely under the "Just Cause" Provision of AB 2449.

1.A 25-609 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov't Code § 54956.9(d)(1)

Jane Roe v. Doe 1, et al, Santa Clara County Superior Court Case No. 22CV409274

1.B 25-786 Public Employee Performance Evaluation (CC)
Pursuant to Government Code § 54957(b)(1)
Title: City Attorney
Conference with Labor Negotiators (CC)
Pursuant to Government Code 54957.6(a)
Agency designated representatives: Councilmembers Jain, Chahal, and Hardy; City staff members Aracely Azevedo, Sujata Reuter
Unrepresented Employee: City Attorney

1.C 25-821 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 10 - Public Safety Non-Sworn Employees Association

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:05 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:09 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Chahal recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel noted that **Council/Boardmember Hardy** and **Council/Boardmember Park** would be participating remotely under the "Just Cause" Provision of AB 2449.

Present: 6 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Cox, Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Karen Hardy

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Chahal, to excuse Council/Boardmember Hardy from this meeting.

Aye: 6 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Cox, Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Karen Hardy

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins and **Mayor Gillmor** reported that there was no reportable action from Closed Session.

SPECIAL ORDER OF BUSINESS

Mayor Gillmor noted that Special Order of Business will be heard before Continuances/Exceptions/Reconsiderations.

3.A 25-641 Recognition of Santa Clara High School Baseball Team Central Coast Section (CCS) Champs

Mayor Gillmor, on behalf of the **Council**, recognized Santa Clara High School Baseball Team as the Central Coast Section Champs.

Pedro Martinez (Head Coach, Santa Clara High School Baseball Team) provided some remarks.

Council comments followed.

3.B 25-752 Recognition of Outgoing Commissioners on the Bicycle and Pedestrian Advisory Committee, Cultural Commission, Historical and Landmarks Commission, Parks and Recreation Commission, Salary Setting Commission, and Senior Advisory Commission

Mayor Gillmor,on behalf of the **Council**, recognized outgoing Members/Commissioners on the Bicycle and Pedestrian Advisory Committee, Cultural Commission, Historical and Landmarks Commission, Parks and Recreation Commission, Salary Setting Commission and Senior Advisory Commission.

Councilmember Hardy joined the meeting via Zoom under the "Just Cause" Provision of AB2449 at 7:37 PM.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

2. 25-806 Action on Proposed Formation of a Charter Review Committee to Conduct Comprehensive Review of the City Charter to Update, Make Corrections and Better Align the Charter with State Law and Current Best Practices and to Draft a Comprehensive Charter Amendment for Presentation to the City Council and Possibly the Voters at the November 2026 Election (Deferred from 7-8-2025)

Recommendation: Review, discuss and provide direction to staff on the proposed formation of a City Charter Review Committee to engage in a comprehensive Charter review and amendment process

City Attorney Googins provided a Powerpoint presentation on a proposed formation of a Charter Review Committee.

Council questions followed.

City Attorney Googins addressed **Council** questions.

Public Comment: Brian Darby

Council discussion followed.

City Clerk O'Keefe provided some remarks.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to form a 13 member Charter Review Committee comprised of: (a) 6 members appointed by each Councilmember to represent their district; (b) 1 at large member appointed by the Mayor; (c) 6 members selected by lottery to represent each district; and (d) require voter registration from all members/applicants.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

CONSENT CALENDAR

Council/Boardmember Chahal noted that he will recuse himself from Item 4.K due to a conflict of interest as his office building is near the subject property.

Brandon requested to pull Item 4.O.

A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Chahal, to approve the Consent Calendar (except 4.K and 4.O).

Aye: 7 - Council/Boardmember Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Councilmember Jain, Vice Mayor/Chair Cox, and Mayor/Chair Gillmor

4.A 25-14 Board, Commission and Committee Minutes

Recommendation: Note and file the Minutes of:
Historical and Landmarks Commission - April 3, 2025
Station Area Task Force - February 20, 2025
Station Area Task Force - April 17, 2025

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to note and file the minutes of: Historical and Landmarks Commission - April 3, 2025; Station Area Task Force - February 20, 2025; and Station Area Task Force - April 17, 2025

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.B 25-84 Action on Delegation of Authority to the City Manager to Negotiate and Execute Amendment No. 7 to the Agreement with Applied Power Technologies, Inc. for Electrical Power Monitoring Systems Support and Maintenance Services

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute Amendment No. 7 to the Agreement with Applied Power Technologies, Inc. (Agreement) for Electrical Power Monitoring Systems Support and Maintenance Services to increase the maximum compensation to $1,000,000 and extend the term through December 31, 2031, subject to the appropriation of funds and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions necessary to implement and administer the Agreement, and negotiate and execute amendment(s) to (a) add or delete services associated with the services; (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to appropriation of funds, and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to negotiate and execute Amendment No. 7 to the Agreement with Applied Power Technologies, Inc. (Agreement) for Electrical Power Monitoring Systems Support and Maintenance Services to increase the maximum compensation to $1,000,000 and extend the term through December 31, 2031, subject to the appropriation of funds and approval as to form by the City Attorney; and (2) authorize the City Manager to take any actions necessary to implement and administer the Agreement, and negotiate and execute amendment(s) to (a) add or delete services associated with the services; (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to appropriation of funds, and the review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.C 25-533 Action on the Annual Report for FY 2025 for the Santa Clara County Multi-Jurisdictional Program for Public Information related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System

Recommendation: Note and File the Annual Report for FY 2025 for the Santa Clara County Multi-Jurisdictional Program for Public Information related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to note and file the Annual Report for Fiscal Year 2025 for the Santa Clara County Multi-Jurisdictional Program for Public Information related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.D 25-534 Action to: (1) Adopt a Resolution of Local Support for the Santa Clara Uncontrolled Crosswalk Phase 2 Project, (2) Authorize the City Manager to Execute All Documents Related to Accepting the Housing Incentive Pool Grant Program Funding, (3) Authorize the City Manager to Amend the Kimley-Horn and Associates, Inc. Consultant Service Agreement As Needed for Federal Funding Requirements, and (4) Approve Related Budget Amendments

Recommendation:

1. Adopt a Resolution authorizing the filing of an application for $1,754,000 in funding assigned to the MTC, committing the necessary matching funds, and stating assurance to complete the Santa Clara Uncontrolled Crosswalk Phase 2 project;
2. Authorize the City Manager to execute all documents related to accepting the Housing Incentive Pool funding for the Santa Clara Uncontrolled Crosswalk Phase 2 project funded in the Streets and Highways Capital Fund in final forms approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute an amendment to the agreement with Kimley-Horn and Associates, Inc. as needed, subject to a total maximum not-to-exceed compensation limit of $400,000 for the agreement and budget appropriations, in final forms approved by the City Attorney; and
4. Approve FY 2025/26 budget amendments in the Streets and Highways Capital Fund:
   a. Increase the Other Agencies Revenue estimate by $1,754,000 to recognize Housing Incentive Pool funding and increase the Uncontrolled Crosswalks Improvements project appropriation by $1,754,000 (**five affirmative Council votes required to appropriate additional revenue**); and
   b. Decrease the Uncontrolled Crosswalks Improvements project funded by gas tax by $1,000,000 and increase the Unrestricted Ending Fund Balance by $1,000,000 (**majority affirmative Council votes required**).

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) adopt Resolution No. 25-9469 authorizing the filing of an application for $1,754,000 in funding assigned to the MTC, committing the necessary matching funds, and stating assurance to complete the Santa Clara Uncontrolled Crosswalk Phase 2 project; (2) authorize the City Manager to execute all documents related to accepting the Housing Incentive Pool funding for the Santa Clara Uncontrolled Crosswalk Phase 2 project funded in the Streets and Highways Capital Fund in final forms approved by the City Attorney; (3) authorize the City Manager to negotiate and execute an amendment to the agreement with Kimley-Horn and Associates, Inc. as needed, subject to a total

maximum not-to-exceed compensation limit of $400,000 for the agreement and budget appropriations, in final forms approved by the City Attorney; and (4) approve Fiscal Year 2025/26 budget amendments in the Streets and Highways Capital Fund: (a) increase the Other Agencies Revenue estimate by $1,754,000 to recognize Housing Incentive Pool funding and increase the Uncontrolled Crosswalks Improvements project appropriation by $1,754,000; and (b) decrease the Uncontrolled Crosswalks Improvements project funded by gas tax by $1,000,000 and increase the Unrestricted Ending Fund Balance by $1,000,000.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.E 25-657 Action on Adopting a Resolution Approving the Update to the Sewer System Management Plan (SSMP) to Implement New State Requirements for the Operation and Maintenance of the City's Sewer Collection System

Recommendation: Adopt the Resolution to Approve the Update to the Sanitary Sewer Management Plan (SSMP) to Implement New State Requirements for the Operation and Management of the City's Sewer Collection System

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to adopt Resolution No. 25-9470 to Approve the Update to the Sanitary Sewer Management Plan (SSMP) to Implement New State Requirements for the Operation and Management of the City's Sewer Collection System.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.F 25-691 City Council and Authorities Action Delegating Authority: to the City Manager for the City; the Executive Director for the Santa Clara Stadium Authority; the Contract Administrator for the Sports and Open Space Authority; and the Executive Director for the Housing Authority during the City Council recess period from July 16, 2025, through August 18, 2025

Recommendation: That the City Council/Stadium Authority Board/Sports and Open Space Authority/Housing Authority adopt a Joint Resolution (1) delegating authority to the City Manager, or their designee, in their capacity as for the City Manager for the City, Executive Director for the Santa Clara Stadium Authority, Contract Administrator for the Sports and Open Space Authority, and the Executive Director for the Housing Authority to take actions otherwise subject to Council/Board approval where inaction would result in project delays, interruption of services and operations, adverse fiscal impact or in the event of an emergency, during the period from July 16, 2025 through August 18, 2025, with any such action being subject to review and approval by the City Attorney for compliance with the terms of such delegation, and as to form for any related contracts;
and (2) requiring the City Manager to submit a report on actions taken during the Council recess at a City Council/Concurrent Authorities Meeting in August 2025.

A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Chahal, to adopt Joint Resolution No. 25-9481 (1) delegating authority to the City Manager, or their designee, in their capacity as for the City Manager for the City, Executive Director for the Santa Clara Stadium Authority, Contract Administrator for the Sports and Open Space Authority, and the Executive Director for the Housing Authority to take actions otherwise subject to Council/Board approval where inaction would result in project delays, interruption of services and operations, adverse fiscal impact or in the event of an emergency, during the period from July 16, 2025 through August 18, 2025, with any such action being subject to review and approval by the City Attorney for compliance with the terms of such delegation, and as to form for any related contracts; and (2) requiring the City Manager to submit a report on actions taken during the Council recess at a City Council and Concurrent Authorities and Santa Clara Stadium Authority Board Meeting in August 2025.

Aye: 7 - Council/Boardmember Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Councilmember Jain, Vice Mayor/Chair Cox, and Mayor/Chair Gillmor

4.G 25-704 Action on City Bills and Claims Report for the period May 10, 2025 - June 6, 2025

Recommendation: Approve the list of Bills and Claims for May 10, 2025 - June 6, 2025.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to Approve the list of Bills and Claims for May 10, 2025 - June 6, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.H 25-709 Action on Award of Agreement for Construction Services with C2R Engineering, Inc. for As-Needed Asphalt Repair Services

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; and
2. Authorize the City Manager or designee to execute an agreement with C2R Engineering, Inc. for as-needed asphalt repair services for a term of five years, starting on or around July 1, 2025, and ending on or around June 30, 2030, with a maximum compensation not-to-exceed $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to execute additional agreements with firms selected through a subsequent RFP process for as-needed asphalt repair services, on the same terms and conditions and subject to the maximum compensation as the agreement with C2R Engineering, Inc., the appropriation of funds and review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including negotiating and executing future amendments to (a) add or delete services associated with the scope of work and (b) make de minimis changes, subject to subject to the appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; and (2) authorize the City Manager or designee to execute an agreement with C2R Engineering, Inc. for as-needed asphalt repair services for a term of five years, starting on or around July 1, 2025, and ending on or around June 30, 2030, with a maximum compensation not-to-exceed $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to execute additional agreements with firms selected through a subsequent RFP process for as-needed asphalt repair services, on the same terms and conditions and subject to the maximum compensation as the agreement with C2R Engineering, Inc., the appropriation of funds and review and approval as to form by the City Attorney; and (4) authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including negotiating and executing future amendments to (a) add or delete services associated with the scope of work and (b) make de minimis changes, subject to subject

to the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.I 25-725 Action on Approval of Three (3) New Full-time Positions to Support Silicon Valley Power's System Expansion Program

Recommendation: Approve the addition of three (3) full-time positions for Silicon Valley Power to support Silicon Valley Power's System Expansion Program as follows: (a) One Senior Electric Utility Engineer; (b) One Electric Utility Engineer; and (c) One Management Analyst

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to approve the addition of three (3) full-time positions for Silicon Valley Power to support Silicon Valley Power's System Expansion Program as follows: (a) One Senior Electric Utility Engineer; (b) One Electric Utility Engineer; and (c) One Management Analyst.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.J 25-735 Action to Authorize the Use of City Electric Forces for Public Works at 4900 Patrick Henry Drive, 88 Saratoga Avenue, and 3025 Raymond Street

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4900 Patrick Henry Drive, 88 Saratoga Avenue, and 3025 Raymond Street with an estimated cost of $345,312 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4900 Patrick Henry Drive, 88 Saratoga Avenue, and 3025 Raymond Street with an estimated cost of $345,312 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.K 25-739 Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3080 Raymond Street, 1525 Comstock Street, 1700 Richard Avenue, and 2151 Mission College Boulevard; 2807 Mission College Boulevard, 3340 Basset Street, 3030 Corvin Drive, 2625 Walsh Avenue, 2050 Martin Avenue, and 1601 Civic Center Drive; 3305 Bassett Street, 4700 Old Ironsides Drive, 1400 Kifer Road (Sunnyvale, CA), 2401 Walsh Avenue, and 1525 Comstock Street; 1675 Walsh Avenue; 1675 Walsh Avenue and 3340 Bassett Street; 1675 Walsh Avenue; 1380 Kifer Road, 3340 Bassett Street, 1350 Duane Avenue, 3080 Raymond Street, 1100 Space Park Drive, and 1700 Richard Avenue; and 3340 Bassett Street, 3045 Raymond Street, and 1675 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Councilmember Chahal recused himself from this item due to a conflict of interest as his office building is near the subject property.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) determine the proposed action is exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3080 Raymond Street, 1525 Comstock Street, 1700 Richard Avenue, and 2151 Mission College Boulevard; 2807 Mission College Boulevard, 3340 Basset Street, 3030 Corvin Drive, 2625 Walsh Avenue, 2050 Martin Avenue, and 1601 Civic Center Drive; 3305 Bassett Street, 4700 Old Ironsides Drive, 1400 Kifer Road (Sunnyvale, CA), 2401 Walsh Avenue, and 1525 Comstock Street; 1675 Walsh Avenue; 1675 Walsh Avenue and 3340 Bassett Street; 1675 Walsh Avenue; 1380 Kifer Road, 3340 Bassett Street, 1350 Duane Avenue, 3080 Raymond Street, 1100 Space Park Drive, and 1700 Richard Avenue; and 3340 Bassett Street, 3045 Raymond Street, and 1675 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 6 - Councilmember Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Recused: 1 - Councilmember Chahal

4.L 25-751 Approve the Modification of Unclassified Classification Specifications, Authorize the City Manager to Execute a Side Letter with Unit 1, and Adopt a Resolution Updating the Unclassified and Classified Salary Plans

Recommendation:

1. Approve Revisions to Legal Executive Assistant (Job Code 185) Class Specification;
2. Approve Revisions to Assistant Director of Water and Sewer Utilities (Job Code 014)
   Class Specification;
3. Retitle Director of Silicon Valley Power (Job Code 108) Class Specification;
4. Authorize the City Manager to Execute a Side Letter for the Firefighter I (24-hr) Training Division (Steps 1-3); and
5. Adopt a Resolution to approve the revised salary plans for unclassified and classified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective August 3, 2025.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) approve Revisions to Legal Executive Assistant (Job Code 185) Class Specification; (2) approve Revisions to Assistant Director of Water and Sewer Utilities (Job Code 014) Class Specification; (3) retitle Director of Silicon Valley Power (Job Code 108) Class Specification; (4) authorize the City Manager to Execute a Side Letter for the Firefighter I (24-hr) Training Division (Steps 1-3); and (5) adopt Resolution No. 25-9471 approving the revised salary plans for unclassified and classified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective August 3, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.M 25-757 Action on Monthly Financial Status and Investment Reports for May 2025

Recommendation: Note and file the Monthly Financial Status Report and Monthly Investment Report for May 2025 as presented.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to note and file the Monthly Financial Status Report and Monthly Investment Report for May 2025 as presented.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4.N 25-766 Authorize the City Manager to Execute the 2025-2029 Memorandum of Understanding Between the City of Santa Clara and the Police Officers Association (Unit 2) that Incorporates the Terms of the Joint Mediation Recommendation and Approve a Resolution for the Updated Classified Salary Plan

Recommendation:

1. Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Police Officers Association with effective dates of August 1, 2025 - December 31, 2029, that incorporates the terms of the Joint Mediation Recommendation; and
2. Approve a Resolution for the Updated Classified Salary Plan.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Police Officers Association (Unit 2) with effective dates of August 1, 2025 - December 31, 2029, that incorporates the terms of the Joint Mediation Recommendation; and (2) approve Resolution No. 25-9472 for the Updated Classified Salary Plan.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

PUBLIC PRESENTATIONS

Howard Gibbins spoke regarding upcoming events.

Dan O spoke regarding downtown.

Mary Grizzle spoke regarding downtown.

Brian Darby spoke regarding the Constitution of the United States.

CONSENT ITEMS PULLED FOR DISCUSSION

4.O 25-782 Approve the Implementation of a Section 401(a) Deferred Compensation Plan, and Authorize the City Manager to Execute All Plan Documents to Implement the Section 401(a) Deferred Compensation Plan, and Authorize the City Manager to Execute Side Letter Agreements, and Execute Any Future Side Letter Agreements, with Bargaining Units for City Contributions towards Deferred Compensation from the 457(b) Plan to the 401(a) Plan.

Recommendation: Approve the Implementation of a Section 401(a) Deferred Compensation Plan, and Authorize the City Manager to Execute All Plan Documents to Implement the Section 401(a) Deferred Compensation Plan, and Authorize the City Manager to Execute Side Letter Agreements, and Execute Any Future Side Letter Agreements, with Bargaining Units for City Contributions towards Deferred Compensation from the 457(b) Plan to the 401(a) Plan in final forms approved by the City Attorney.

Public Comment: Brandon

Council comments followed.

A motion was made by Councilmember Chahal, seconded Councilmember Hardy, to continue this item to a date uncertain.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

PUBLIC HEARING/GENERAL BUSINESS

5. 25-1260 Study Session and Update on the City's Shared Mobility Program

Recommendation: Note and File Study Session Report and provide any feedback on City's Shared Mobility Program Update

City Manger Grogan made some opening remarks and introduced **Transportation Manager Chan** who provided a Powerpoint presentation on the Shared Mobility Program.

Council questions followed.

Transportation Manager Chan and **Assistant Director of Public Works Liw** addressed **Council** questions.

Public Comment: None

Council comments followed.

6. 25-426 Public Hearing: Adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (MMRP) and Action on a Rezone and Vesting Tentative Map (PLN23-00577/PLN23-00262) to Allow the Subdivision and Development of Eight Semi-Attached Single-Family Residences and Associated On- and Off-Site Improvements Located at 2303 Gianera Street.

Recommendation:

1. Adopt a resolution to approve the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2303 Gianera Street Project;
2. Adopt a resolution to approve a Rezoning from R2 - Low Density Residential to PD - Planned Development, subject to findings and conditions of approval; and
3. Adopt a resolution to approve a Tentative Subdivision Map, subject to findings and conditions of approval.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Department Hamid** who provided a Powerpoint presentation regarding 2303 Gianera Street.

Council questions followed.

Shannon George (Principal Project Manager, David J. Powers and Associates) and **Director of Community Development Department Hamid** addressed **Council** questions.

Kelly Erardi (Director of Entitlements, VCI) provided some remarks on behalf of the applicant.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) adopt Resolution No. 25-9473 approving the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2303 Gianera Street Project; (2) adopt Resolution No. 25-9474 approving a Rezoning from R2 - Low Density Residential to PD - Planned Development, subject to findings and conditions of approval; and (3) adopt Resolution No. 25-9475 approving a Tentative Subdivision Map, subject to findings and conditions of approval.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

7. 25-732 Public Hearing: Action on a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezoning, and a Tentative Subdivision Map for the Cheeney Street Townhomes Project to be Comprised of up to Nine Residential Units (PLN2019-13846 / PLN2019-12857) located at 4249 Cheeney Street.

Recommendation:

1. Adopt a resolution adopting the Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Cheeney Street Townhomes Project.
2. Adopt a resolution approving a General Plan amendment to change the land use designation from Very Low Density Residential to Low Density Residential.
3. Adopt a resolution approving a Rezone from R1-6L, Single Family Residential to R2, Low Density Residential.
4. Adopt a resolution approving a Tentative Subdivision Map for condominium purposes, subject to conditions of approval.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Department Hamid** who provided a Powerpoint presentation on the Cheeney Street Townhomes Project.

Council questions followed.

Director of Community Development Department Hamid addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to (1) adopt Resolution No. 25-9476 adopting the Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Cheeney Street Townhomes Project; (2) adopt Resolution No. 25-9477 approving a General Plan amendment to change the land use designation from Very Low Density Residential to Low Density Residential; (3) adopt Resolution No. 25-9478 approving a Rezone from R1-6L, Single Family Residential to R2, Low Density Residential; (4) adopt Resolution No. 25-9479 approving a Tentative Subdivision Map for condominium purposes, subject to conditions of approval.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

8. 25-607 Public Hearing: Adoption of a Resolution Confirming the Weed Abatement Report and Ordering the Cost of Abatement to be a Special Assessment on the Respective Properties Described Therein

Recommendation: Conduct the public hearing, consider all written and oral testimony presented, and adopt a Resolution confirming the 2025 Weed Abatement Program Assessment Report and Assessment List pursuant to SCCC 8.15.090 and directing the imposition of special assessments on the properties and in the amounts listed.

Mayor Gillmor opened the Public Hearing.

Deputy Fire Chief Panko provided a verbal presentation on weed abatement.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to adopt Resolution No. 25-9480 confirming the 2025 Weed Abatement Program Assessment Report and Assessment List pursuant to Santa Clara City Code 8.15.090 and directing the imposition of special assessments on the properties and in the amounts listed.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Jain reported that he attended a rail conference on June 30 and CivicWell Climate Conference July 9, and made a Policy & Procedure #030 request for a Request for Proposal for Downtown Blocks A and B.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 10:47 PM in memory of Rusty Wells.

The next regular scheduled meeting is on Tuesday, August 19, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

25-15 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

COUNCIL PILLAR
Enhance Community Engagement and Transparency

RECOMMENDATION
Note and file the Minutes of:
City-School Liaison Committee - November 19, 2024
Neighborhood University Relations Committee - February 24, 2025
Cultural Commission - June 2, 2025
Parks & Recreation Commission - June 9, 2025
Station Area Task Force - June 19, 2025
Planning Commission - May 21, 2025
Planning Commission - June 11, 2025

Draft

City of Santa Clara

Meeting Minutes

Neighborhood-University Relations Committee

02/24/2025	**3:00 PM**	**Hybrid Meeting** **City Hall Cafeteria/Virtual** **1500 Warburton Avenue** **Santa Clara, CA 95050**

Special Meeting

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 (“The Brown Act”) and Section 708 of the Santa Clara City Charter, the undersigned calls for a Special Meeting of the Neighborhood-University Relations Committee (NURC), to commence and convene on February 24, 2025 at 3:00 pm for a Special Meeting at Santa Clara City Hall Cafeteria , 1500 Warburton Avenue, Santa Clara, California, and via Zoom to consider the following matter(s) and to potentially take action with respect to them.

The City of Santa Clara is conducting Neighborhood University Relations Committee meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
o https://santaclaraca.zoom.us/j/82990496428 or
o Phone: 1(669) 900-6833

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; (Comments received after 12:00 PM on the day of the meeting will be made part of the public record but will not be read out loud during the meeting) and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

Agendas, Staff Reports and associated documents for Neighborhood University Relations Committee items may be viewed on the City's website at https://santaclara.legistar.com/Calendar.aspx

CALL TO ORDER AND ROLL CALL

Councilmember Jain called the meeting to order at 3:06 p.m.

Staff in Attendance:
City Manager Jovan Grogan
Director of Economic Development & Sustainability Reena Brilliot
Director of Community Development Afshan Hamid
Planning Manager Lesley Xavier
Police Sergeant RJ Otico
Police Officer Adam Baker
Alternate Albert Gonzalez

CONSENT CALENDAR

1. 25-269 NURC Meeting Minutes of December 2, 2024 Meeting

Recommendation: Approve the NURC Meeting Minutes of the December 2, 2024 Meeting

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to approve the Consent Calendar.

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2.A Planning Division Update: Community Development Department Presentation on Code Enforcement Activity

Planning Manager, Lesley Xavier, provided the staff presentation on the long-range plans for the El Camino Real Specific Plan, and Santa Clara Station Area Plan. She spoke on code enforcement proactive efforts and violation statistics.

2.B Santa Clara University Update: Santa Clara University Presentation

Santa Clara University Assistant Dean for Off Campus Student Life, Steve Ross, presented on important upcoming dates, the spring break recess, and the O.C.H.O. (off campus housing orientation) event currently underway.

2.C Santa Clara Police Update: Policy Department Presentation

Santa Clara Police Department, Sergeant RJ Otico, presented updates on the current activity in the university area, and the proactive steps taken. He spoke on strict enforcement to noise complaints, common violation types, blue tag process and fines, and current S.C.U. (Santa Clara University) zone statistics. **Sergeant Otico** defined the enforcement examples such as complaint driven response, and how the violations are recorded and enforced for repeat offenders. He explained the collaboration efforts between the police department and property owners, and the continued efforts to work with students to mitigate issues.

Councilmember Jain requested clarification on the blue tag fine amounts, and whether the amounts are high enough.
Councilmember Chahal inquired about the length of time for the blue tags to remain on properties.

Public Speaker:
Santa Clara resident

2.D 25-144 Discussion and Direction on Possible Restructuring of the Neighborhood University Relations Committee

Recommendation: Recommend that the City Council take action to restructure the Neighborhood University Relations Committee to consist of seven Committee members, to be comprised of two City Councilmembers; two members of Santa Clara University staff (appointed by the University); and one neighborhood resident; one property owner representative; and one student (appointed by the City Council).

Director of Economic Development and Sustainability, Reena Brilliot, provided a staff presentation on the N.U.R.C. (Neighborhood University Relations Committee) background, when it was established, the purpose, the current structure, and the potential restructuring.

Councilmember Chahal inquired about the selection of the S.C.U. (Santa Clara University) student representative and proposed having a student alternative.
Councilmember Jain inquired about the potential for a conflict of interest between S.C.U. staff and the S.C.U. student representative.

Public Speakers:
Matthew Duncan
Mark Kelsey
Santa Clara Resident

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to approve staff recommendation that the City Council take action to restructure the Neighborhood University Relations Committee, to consist of seven (7) Committee members, which will be comprised of: two (2) City Council members, two (2) members of Santa Clara University staff (appointed by the university), one (1) neighborhood resident, one (1) property owner representative, and one (1) student (appointed by the City Council).

REPORTS OF COMMITTEE LIAISON

1. Announcements/Other Items

ADJOURNMENT

A motion was made by Councilmember Jain, to adjourn the meeting at 4:11 p.m.

The next regular scheduled meeting is Monday, May 19, 2025 at 6 p.m.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

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Draft

City of Santa Clara

Meeting Minutes

Cultural Commission

06/02/2025 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Meeting ID: 82207705371

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Marinaro at 7:02 PM.

Present 6 - Commissioner Abinas Roy, Vice Chair Candida Diaz, Commissioner Debra von Huene, Chair Jonathan Marinaro, Commissioner Louis Samara, and Commissioner Neetu Garg

CONSENT CALENDAR

1. 25-625 Action on Cultural Commission Regular Minutes of May 5, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of May 5, 2025

A motion was made by Commissioner von Huene and seconded by Commissioner Samara to approve the regular meeting minutes of the Cultural Commission from May 5, 2025

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-626 Elect a Chair and Vice Chair of the Cultural Commission for FY 2025/26

Recommendation: Nominate and elect a Chair and Vice Chair for the Cultural Commission for the FY 2025/26 term.

A motion was made by Chair Marinaro and seconded by Commissioner Samara to elect Commissioner von Huene to serve as the Chair of the Cultural Commission for FY 2025/26.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

A motion was made by Commissioner Samara and seconded by Chair Marinaro to elect Commissioner Diaz to serve as the Vice-Chair of the Cultural Commission for FY 2025/26.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

3. 25-627 Discuss and Update the Cultural Commission's Work Plan Goals and Objectives for FY 2024/25 and FY 2025/26

The Commission provided updates to the work plan and activities. No action was taken at this time.

STAFF REPORT

Recreation Manager Castro shared an update on the Outdoor Sculpture Exhibit project, the Call for Artists for the Traffic Box Beautification Project and the Parks & Recreation Master Plan outreach process which is underway.

COMMISSIONERS REPORT

Chair Marinaro reported that he attended a concert last month.
Commissioner von Huene shared that she traveled to Europe and enjoyed site seeing and many museums.
Commissioner Garg shared that she traveled to Bali and tried local cuisine and site seeing.
Commissioner Diaz shared that she attended an art event in Eureka.
Commissioner Roy shared that he attended a silent yoga retreat and thought it was very beneficial.

ADJOURNMENT

A motion was made by Commissioner Diaz and seconded by Commissioner Samara to adjourn the meeting at 7:46 PM.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

The next regular meeting of the Cultural Commission is scheduled for Monday, July 7, 2025 at 7:00 PM.

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

06/09/2025 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom Meeting
https://santaclaraca.zoom.us/j/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1

Meeting ID: 891 4028 7145
Passcode: 863597

CALL TO ORDER AND ROLL CALL

Commissioner Caldwell called the meeting to order at 7:02 PM.

Present 5 - Commissioner Dana Caldwell, Commissioner Eversley Forte, Commissioner Derek DeMarco, Commissioner Brittany Ricketts, and Commissioner Vikas Gupta

Absent 2 - Vice Chair Maureen Chu, and Chair Sajid Hai

Commissioner Forte made a motion, seconded by Commissioner Gupta to excuse Chair Hai and Vice Chair Chu from the June 9, 2025 Parks & Recreation Commission meeting. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Absent: 2 - Vice Chair Chu, and Chair Hai

CONSENT CALENDAR

1. 25-629 Action on the Parks & Recreation Commission Minutes of the May 12, 2025, Meeting

Commissioner Forte made a motion, seconded by Commissioner DeMarco, to recommend approval of the May 12, 2025, Parks & Recreation Commission Minutes. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-628 Elect a Vice Chair of the Parks & Recreation Commission for FY 2025/26

Commissioner Forte made a motion, seconded by Commissioner DeMarco, to nominate and elect Commissioner Gupta as Vice Chair of the Parks & Recreation Commission for FY 2025/26. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

3. 25-685 Status Update on the Progress Made on the FY 2024/25 Parks & Recreation Commission's Work Plan Goals

Goal A: Review park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources.
--No update.

Goal B.1.: Review and solicit community input on the existing City park rehabilitation projects based on the current Capital Improvement Program (CIP) Budget and schedule.
--The Warburton Park Playground Rehabilitation Project's schematic design was approved by City Council on May 13, 2025.

Goal B.2.: Review residential developer proposed schematic designs for new neighborhood parks that serve new residential development.
--No update.

Goal C.1.: Host and develop recommendations for the annual Santa Clara Art & Wine Festival 2024.
--No update (completed).

Goal C.2.: Participate in Citywide Special events.
--No update.

Goal D.: Partner with at least one other commission to build upon/expand at least one existing Parks & Recreation event by adding one extra element for patrons to interact with during the event.
--No update.

Goal E.: Participate in the Parks & Recreation Master Plan Process.
--No update.

Goal F.: Consider the annual budget of the Parks & Recreation Department during the budget preparation process and make recommendations with respect to the City Manager and City Council.
--Completed.

STAFF REPORT

Director Sparacino
Director Sparacino gave an update on the new public park near Coleman Ave/Brokaw Rd, which is almost completed, and awaiting title transfer. Commissioners will be notified when a soft opening date is determined, and when the official opening event will be scheduled in late August or September. He also mentioned that the Library is currently reviewing bids for café vendors.

Deputy Director Seale
Deputy Director Seale gave an update that the Department is finished with the first recruitment for Grounds Maintenance Workers I positions. Onboarding is expected to begin at the end of June. In addition, there will be internal promotional opportunities for Grounds Maintenance Worker staff.

Recreation Manager Castro
Recreation Manager Castro announced that the Parks Master Plan online survey is live and has already received 230 responses. She talked about the upcoming June 25th community meeting at the Senior Center which will provide another opportunity for community input on the Parks Master Plan. She also gave an update on 4th of July event.

COMMISSIONERS REPORT

Commissioner Caldwell
Commissioner Caldwell mentioned that he saw a ground level bonfire at Maywood Park that was handled by Santa Clara Fire Department. He also brought up questions and comments that he received from a few community members.

Commission DeMarco
Commissioner DeMarco attended a dance recital and mentioned that his daughter is back in the dance program.

Commissioner Forte
Commissioner Forte attended the first concert hosted by Mission College and commented that it was very good. He spoke with the Cultural Chair who let him know that there will be music every week.

Commissioner Gupta
Commissioner Gupta observed lots of kids having fun at Magical Bridge. He visited Townsend Park in San Jose and commented that he liked that the park had a running track, open play area, and BBQ stations. It was a nice inspiration.

Commission Ricketts
Commissioner Ricketts took her grandparents to the last Health and Wellness Fair and a gardening class. She also visited Henry Schmidt Park. She mentioned that she and her friends have been getting into pickleball.

ADJOURNMENT

Commissioner DeMarco made a motion, seconded by Commissioner Gupta to adjourn the Parks & Recreation Commission Meeting at 7:39 PM until the next regular meeting on July 14, at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

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Draft

City of Santa Clara

Meeting Minutes

Station Area Task Force

06/19/2025	**6:00 PM**	**Hybrid Meeting** **City Hall Council Chambers/Virtual** **1500 Warburton Avenue** **Santa Clara, CA 95050**

The City of Santa Clara is conducting the Station Area Task Force in a hybrid manner, in-person and a method for the public to participate remotely:

Via Zoom:
https://santaclaraca.zoom.us/j/86001666538
Meeting ID: 860 0166 6538
or
By Phone: 1(669) 900-6833

CALL TO ORDER AND ROLL CALL

SATF Chair Leung called the meeting to order at 6:04 p.m.

Present 6 - Member Jonathon Evans, Chair Patricia Leung, Member Dylan Plane, Member Michael Stockwell, Vice Chair Sukrit Ganesh, and Member Daniel Huynh

Absent 5 - Member Dan Ondrasek, Member Rob Mayer, Member Sean Collins, Member Jill Hough, and Member Jonathan Marinaro

A motion was made by SATF Member Ganesh, seconded by SATF Member Evans, to excuse SATF Member Ondrasek, SATF Member Mayer, SATF Member Collins, SATF Member Hough, and SATF Member Marinaro.

Aye: 6 - Member Evans, Chair Leung, Member Plane, Member Stockwell, Vice Chair Ganesh, and Member Huynh

Excused: 5 - Member Ondrasek, Member Mayer, Member Collins, Member Hough, and Member Marinaro

CONSENT CALENDAR

25-713 Station Area Task Force Meeting Minutes of April 17, 2025

Recommendation: Approve the Station Area Task Force Meeting Minutes of the April 17, 2025 Meeting

A motion was made by SATF Member Ganesh, seconded by SATF Member Plane, to approve the consent calendar.

Aye: 6 - Member Evans, Chair Leung, Member Plane, Member Stockwell, Vice Chair Ganesh, and Member Huynh

Excused: 5 - Member Ondrasek, Member Mayer, Member Collins, Member Hough, and Member Marinaro

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

25-710 Santa Clara Station Area Task Force Review of the Preferred Development Alternative for the Station Area Specific Plan

Recommendation: There is no staff recommendation.

WRT Consultants provided a presentation.

Public Speaker:
Eric Morley, Morley Bros.

A motion was made by SATF Chair Leung to close the public hearing.

Aye: 6 - Member Evans, Chair Leung, Member Plane, Member Stockwell, Vice Chair Ganesh, and Member Huynh

Excused: 5 - Member Ondrasek, Member Mayer, Member Collins, Member Hough, and Member Marinaro

STAFF REPORT

Planning Manager Lesley Xavier announced that staff would be bringing the El Camino Real Specific Plan Revision to the City Council as a Study Session on June 24, 2025 at 7:00 p.m.

ADJOURNMENT

A motion was made by SATF Member Ganesh, seconded by SATF Member Stockwell, to adjourn the meeting at 7:48 p.m.

Aye: 6 - Member Evans, Chair Leung, Member Plane, Member Stockwell, Vice Chair Ganesh, and Member Huynh

Excused: 5 - Member Ondrasek, Member Mayer, Member Collins, Member Hough, and Member Marinaro

The next regular scheduled meeting is on Thursday, July 17, 2025.

MEETING DISCLOSURES

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DRAFT MINUTES OF THE CITY/SCHOOL LIAISON COMMITTEE
City Hall/School District
Santa Clara City Hall, City Council Chambers
Tuesday, November 19, 2024, at 11:45 a.m.

Members Present:

City of Santa Clara:
Councilmember Kathy Watanabe (Chair)
Mayor Lisa M. Gillmor
Councilmember Raj Chahal

Santa Clara Unified School District:
Board of Trustee President Vickie Fairchild
Superintendent Dr. Gary Waddell
Board of Trustee Dr. Michele Ryan
Board of Trustee Albert Gonzalez

City of Santa Clara Staff:
City Manager, Jōvan D. Grogan
Assistant City Manager, Cynthia Bojorquez
Chief of Police Elect, Cory Morgan
Assistant Chief of Police, Wahid Kazem
Parks and Recreation Director, Damon Sparacino
Management Analyst, Laura Sunseri

Santa Clara Unified School District Staff:
School Bond Projects Director, Larry Adams
Facility Development and Planning Director, Michal Healy
Deputy Superintendent of Operations & Chief Business Official, Mark Schiel
Executive Assistant, Jean Burrell

CALL TO ORDER AND ROLL CALL
The meeting was called to order by Board of Trustee President Vickie Fairchild

PUBLIC PRESENTATIONS
There were no public presentations.

GENERAL BUSINESS
Item 1: Approval of Minutes – September 18, 2024
Board Trustee Albert Gonzalez made a motion, seconded by Councilmember Raj Chahal to approve the minutes. The motion passed unanimously.

Item 2: Superintendent's Reports
a) Superintendent Dr. Gary Waddell thanked the community for the support arising from the recent tragedy and have taken some initial actions including increased communications to the community and pulling mental health awareness and bullying prevention resources. Brenda Carrillo, SCUSD Director of Student Services, is the point of contact for resource inquiries.
b) Superintendent Dr. Gary Waddell announced his retirement at the end of the school year through June 30, 2025.

Item 3: City of Santa Clara - Update from the City Manager
The following introductions to new City staff were provided:

a) Introduction to City of Santa Clara Parks and Recreation Director, Damon Sparacino
b) Introduction to City of Santa Clara Community Development Director, Afshan Hamid
c) Introduction to City of Santa Clara Chief of Police Elect, Cory Morgan
d) Updates from the Parks and Recreation Department included the following:
    - Henry Schmidt Toy Train Park Project – 95% of the design plan has been completed.
    - Central Park Main Access Project – added a redesign of the pavilion parking lot for ADA accessibility.
    - Expected groundbreaking ceremonies in late December or early January for three park projects with Ensemble, Related, and Coleman.
e) Updates provided on the following City projects:
    - On Tuesday, November 19, 2024, the City Council will hear an item regarding the consideration of the Mission Point by Kylli Development. The proposal includes a General Plan Amendment, Rezoning to Planned Development, Vesting Tentative Map, & Development Agreement for two Development Options.
    - A significant number of units are under construction and are anticipated to receive certificates of occupancy in the next eight months, including:
        - Gateway Crossings (Buildings 1 & 2 total 725 units)
        - Tasman East (Six projects totaling 1,884 units)
        - The Deck on El Camino Real (66 units)

Item 4: Santa Clara Unified School District – Facilities and Capital Development Updates

a) Updates on Measure BB and Measure H projects included the following:
    - Wilcox High School field improvements completed.
    - Collaborating with Facility Development and Planning Department for modernization of the Wilcox and Santa Clara High School swimming pools.
    - Modernization projects underway at Bracher, Briarwood, and Westwood Elementary Schools.
    - Participation in planning efforts for the new location of New Valley High School
    - Opening bids for construction contracts in three weeks to bid for the new Laurelwood Elementary School at the Patrick Henry site.
b) CEQA documents updates were provided for the following schools:
    - Westwood Elementary School – approved on the Master Plan
    - Bracher Elementary School - out for public review in December 2024
    - Scott Lane Elementary School – out for public review in January 2025
    - Briarwood Elementary School- out for public review in January of 2025
c) Santa Clara Unified School District continues to work with the Safe Routes to School Program, monitoring and analyzing drop off and cross walk locations for potential inclusion in future projects.
d) Master Plans are expected to go before the Santa Clara Unified School District Board for approval in January 2025. The purpose of these plans are designed to assist with evaluating projects, priorities, and fulfill state funding requirements.
e) School District has identified a potential need to add more TK classrooms in the future. Enrollment rate has flattened since bringing on the TK grade level rather than a declining enrollment rate, given that there is a statewide trend in declining school enrollment rates.
f) Master Plans are key to secure sixty million dollars in re-imbursement from the state which will allow more facility projects in the Community in addition to the state passing Prop. 2 which has secured funding for MacDonald High School and other facility projects.
g) School Boundary Committee convened early in 2024 to gain insight on enrollment trends including birthrates, returning students, and development data to drive potential future Board decisions surrounding school boundaries.

Item 5: Action to Establish Meeting Calendar for 2025
Meeting Calendar for 2025 was discussed and the Committee agreed on the following proposed meeting dates in 2025:

- Wednesday, March 5, 2025, at the City
- Wednesday, May 7, 2025, at the School District
- Wednesday, September 3, 2025, at the City
- Wednesday, November 12, 2025, at the School District

ADJOURNMENT
Meeting was adjourned by Board of Trustee President, Vickie Fairchild.

Draft

City of Santa Clara

Meeting Minutes

Planning Commission

05/21/2025 **5:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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Via Zoom:
https://santaclaraca.zoom.us/j/91729202898
Webinar ID: 917 2920 2898 or

Phone:
1(669) 900-6833

Via the City's eComment

The public may view the meetings on SantaClaraCA.gov, or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; (Comments received after 12:00 PM on the day of the meeting will be made part of the public record but will not be read out loud during the meeting) and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

Agendas, Staff Reports and associated documents for Planning Commission items may be viewed on the City's website at https://santaclara.legistar.com/Calendar.aspx

5:00 PM STUDY SESSION

Call to Order

Chair Saleme called the Study Session to order at 5:06 p.m.

Roll Call

Commissioner Huang arrived at the meeting at 5:35 p.m.

Present 6 - Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Chair Lance Saleme, and Commissioner Eric Crutchlow

Absent 1 - Commissioner Yashraj Bhatnagar

1. 25-576 Study Session: Presenters from David J. Powers and Associates, Inc. (DJP) will provide information to the Commission on the California Environmental Quality Act (CEQA).

Recommendation:

There is no staff recommendation.

Vice President - Principal Project Manager Shannon George, David J. Powers and Associates provided the presentation.

6:00 PM REGULAR MEETING

Call to Order

Chair Saleme called the meeting to order at 6:17 p.m.

Pledge of Allegiance and Statement of Values

Secretary Crutchlow read the Declaration of Commission Procedures.

Roll Call

Present 7 - Commissioner Yashraj Bhatnagar, Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Chair Lance Saleme, and Commissioner Eric Crutchlow

DECLARATION OF COMMISSION PROCEDURES

Secretary Crutchlow read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

CONSENT CALENDAR

1. 25-433 Planning Commission Meeting Minutes of April 16, 2025

Recommendation: Approve the Planning Commission Meeting Minutes of the April 16, 2025 Meeting.

A motion was made by Commissioner Bouza, seconded by Commissioner Cheurukuru to approve the Consent Calendar.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

PUBLIC PRESENTATIONS

Public Speaker
Jennifer Johnston

PUBLIC HEARING

2. 25-268 PUBLIC HEARING: Continuance of an Action on a Variance (PLN24-00514) to Locate a Six-Foot Wrought Iron Fence Within the 10-Foot Street Side Setback and Within the 20-Foot Front Setback Proposed at 572 Woodhams Road.

Recommendation: Staff recommends that the Planning Commission open the public hearing on this item and then immediately continue the proposed project to the August 13, 2025, Planning Commission meeting.

A motion was made by Commissioner Biagini, seconded by Commissioner Crutchlow to approve staff recommendation.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

3. 25-372 PUBLIC HEARING: Action on Conditional Use Permit (PLN24-00392) to Modify Existing Conditions of Approval (Conditions P6, P8, P19, & P20) to Allow Solid Waste and Recycling Collection from Cecil Avenue for the Existing Subaru Dealership Located at 3225 Stevens Creek Boulevard.

Recommendation:

1. Determine the request is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15305 (Class 5 - Minor Alterations in Land Use Limitations);
2. Adopt a resolution approving a Conditional Use Permit to modify existing conditions of approval (Condition P6, P8, P19, & P20) to allow solid waste and recycling to be collected along Cecil Avenue for the existing Subaru dealership located at 3225 Stevens Creek Boulevard, subject to findings and the revised conditions of approval.

Assistant Planner Alex Tellez provided the staff presentation. **David Zamora, Architect representing the Applicant** provided a presentation. **Nathan Waxembaum, Architect Associate** spoke about the project.

Commissioners inquired upon the impact this would have on the surrounding neighborhood, if there was ample employee parking, safety concerns and the potential traffic that could be generated if the used oil is picked up more than once a week.

Public Speakers:
Tracie Johnson
Cliff Moore
Mark Irving
Perry

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini, to close public hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru, to approve staff recommendation 1.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Biagini, seconded by Commissioner Bouza to have staff bring back a resolution to the Planning Commission to deny staff recommendation 2.

Aye: 5 - Commissioner Bhatnagar, Commissioner Biagini, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

Nay: 2 - Commissioner Cherukuru, and Commissioner Huang

4. 25-598 Confirmation of Planning Commission Workplan for Fiscal Year 2025/2026

Recommendation: There is no staff recommendation.

Meeting went into Recess at 8:00 p.m.

Meeting Reconvened at 8:12 p.m.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Crutchlow to close public hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Crutchlow, seconded by Commissioner Biagini to Allow the Planning Commission Chair to present the Workplan to Council with any changes as needed.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

2. Commissioner Travel and Training Reports, Requests to attend Trainings

1. 25-596 American Planning Association California Chapter Conference 2025

Recommendation: There is no staff recommendation.

Commissioner Biagini left the meeting at 8:29 p.m.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Crutchlow to expend funds for Commissioners Huang and Crutchlow to attend the California APA Conference.

Aye: 6 - Commissioner Bhatnagar, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

Absent: 1 - Commissioner Biagini

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Staff Aide II Elizabeth Elliott provided updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

3. City Council Actions

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

The meeting adjourned at 8:33 p.m. The next regular scheduled meeting is June 11, 2025 at 6 p.m.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

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STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

Draft

City of Santa Clara

Meeting Minutes

Planning Commission

06/11/2025 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting Planning Commission meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/91729202898
Webinar ID: 917 2920 2898 or

Phone:
1(669) 900-6833

Via the City's eComment

The public may view the meetings on SantaClaraCA.gov, or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; (Comments received after 12:00 PM on the day of the meeting will be made part of the public record but will not be read out loud during the meeting) and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

Agendas, Staff Reports and associated documents for Planning Commission items may be viewed on the City's website at https://santaclara.legistar.com/Calendar.aspx

6:00 PM REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

Present 7 - Commissioner Yashraj Bhatnagar, Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Chair Lance Saleme, and Commissioner Eric Crutchlow

DECLARATION OF COMMISSION PROCEDURES

CONTINUANCES/EXCEPTIONS

CONSENT CALENDAR

1. 25-587 PUBLIC HEARING: Continuance to the August 13, 2025 Planning Commission Meeting, for an Action on a Conditional Use Permit (PLN24-00424) to Construct a Single-Sided Digital LED Billboard as Part of a Billboard Relocation Agreement and a Minor Modification to Reduce to Required 1,500 Linear Feet Distance from Another Electronic Digital Display Message Sign, and Recommendation to the City Council to Approve Adoption of the Billboard Relocation Agreement, Located at 1700 Duane Avenue.

Recommendation: Staff recommends that the Planning Commission reconvene the public hearing on this item and then immediately continue the proposed project to the August 13, 2025, Planning Commission meeting.

Continue Item 1 RTC 25-587

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

PUBLIC PRESENTATIONS

PUBLIC HEARING

PUBLIC HEARING

PUBLIC HEARING

2. 25-254 PUBLIC HEARING: Recommendation on Cheeney Street Townhomes Project (PLN2019-13846 / PLN2019-12857) located at 4249 Cheeney Street, requiring an Initial Study and Mitigated Negative Declaration, General Plan Amendment, Rezone, and a Tentative Subdivision Map.

Recommendation: Alternatives: 1, 2, 3 and 4

1. Adopt a resolution recommending the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Cheeney Street Townhomes Project.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to change the land use designation from Very Low Density Residential to Low Density Residential.
3. Adopt a resolution recommending the City Council approve a Rezoning from R1-6L, Single Family Residential to R2, Low Density Residential.
4. Adopt a resolution recommending the City Council approve a Tentative Subdivision Map for condominium purpose, subject to findings and conditions of approval.

close public hearing

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 1

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 2

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 3

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 4

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

3. 25-428 PUBLIC HEARING: Action on a property located at 2303 Gianera Street (PLN23-00577/PLN23-00262) for a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Rezone, and Vesting Tentative Subdivision Map (PLN23-00577/PLN23-00262) to Allow the Development of Eight Semi-Attached Single-Family Residences and Associated On- and Off-Site Improvements.

Recommendation:

1. Adopt a resolution recommending the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2303 Gianera Street Project.
2. Adopt a resolution recommending the City Council approve a Rezoning from R2 - Low Density Residential to PD - Planned Development, subject to findings and conditions of approval.
3. Adopt a resolution recommending the City Council approve a Tentative Subdivision Map, subject to findings and conditions of approval.

close public hearing

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 1

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 2

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 3

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

4. 25-402 PUBLIC HEARING: Action on an Addendum to the City Place Santa Clara Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment, Zoning Code Amendments to revise the permitted uses within the Planned Development Master Community (PD-MC) land use designation and to amend the Master Community Plan (MCP) for the Related Santa Clara Project (PLN24-00060) Located at 5155 Stars and Stripes Drive to Introduce a new Scheme C Land Use Scenario, and Amendment of the Development Agreement between the City of Santa Clara and Related Santa Clara, LLC for the Related Santa Clara Project.

Recommendation: Based on consistency with the adopted 2016 City Place Santa Clara Environmental Impact Report and Mitigation Monitoring and Reporting Program, 2010 General Plan, Zoning Code, Planned Development Master Community (PD-MC), Master Community Plan (MCP), Development Agreements, staff recommends the Planning Commission recommend approval of the amendments to the City Council as follows:

1. Adopt a resolution recommending City Council adopt an Addendum to the City Place Santa Clara Environmental Impact Report (EIR) (2016) for the Related Santa Clara project at 5155 Stars and Stripes Drive.
2. Adopt a resolution recommending the City Council approve the General Plan Amendment to revise the permitted uses under the Urban Center/Entertainment District land use classification to include the proposed light industrial uses on Parcels 1 and 2 for the Related Santa Clara project at 5155 Stars and Stripes Drive.
3. Adopt a resolution recommending City Council approve a Rezone to amend the approved Planned Development Master Community (PD-MC) to add a new Scheme C for the Related Santa Clara project at 5155 Stars and Stripes Drive.
4. Recommend approval to the Council to Amend the Development Agreement to implement aspects of Scheme C for the Related Santa Clara project at 5155 Stars and Stripes Drive.

Meeting went into Recess

Meeting Reconvened

Close public hearing

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 1

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 2

Aye: 5 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Chair Saleme, and Commissioner Crutchlow

Nay: 2 - Commissioner Bhatnagar, and Vice Chair Bouza

approve staff recommendation 3 with a modification to p. 21

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

approve staff recommendation 4

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

5. 25-697 Study Session: El Camino Real Specific Plan Revisions

Recommendation: There is no staff recommendation.

6. 25-654 Election of Planning Commission Chair, Vice Chair and Secretary

Recommendation: There is no staff recommendation.

Nominate Bouza as Chair

Aye: 3 - Commissioner Biagini, Commissioner Huang, and Vice Chair Bouza

Nay: 4 - Commissioner Bhatnagar, Commissioner Cherukuru, Chair Saleme, and Commissioner Crutchlow

Nominate Crutchlow a Chair

Aye: 5 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Chair Saleme, and Commissioner Crutchlow

Nay: 2 - Commissioner Huang, and Vice Chair Bouza

Bouza as Vice Chair

Aye: 6 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Chair Saleme, and Commissioner Crutchlow

Abstained: 1 - Vice Chair Bouza

Cherukuru as Secretary

Aye: 6 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

Absent: 1 - Commissioner Huang

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items
2. Commissioner Travel and Training Reports, Requests to attend Trainings

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update
2. Upcoming Agenda Items
3. City Council Actions

ADJOURNMENT:

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

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25-788 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action on City Bills and Claims Report for the period June 7, 2025 - July 14, 2025

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Disbursements made by the City of Santa Clara (City) are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As a final step, the City Auditor, or designee, verifies all documents before the City issues payment. Payments are issued through accounts payable checks and wire transfers. It is important to note that items that pertain to Stadium Authority operations are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events, and on behalf of the 49ers for NFL events.

The Bills and Claims Report, as required by the City Charter, represents the cash disbursements required for operations of the City for the reporting period covered. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process. The attached report is sorted by Silicon Valley Power (SVP) expenses first, followed by the rest of the City funds.

DISCUSSION
Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of $19,322,249 for June 2025 all resources bill.
- Payment to Bank of New York Melon in the amount of $19,008,601 for principal and interest payments of Electric Revenue Bonds.
- Payment to Tri-Dam Power Authority/Project in the amount of $6,459,397 for May 2025 Hydroelectric purchase.
- Payment to Castanea Project, LLC., in the amount of $4,309,184 for April 2025 solar Power purchase.
- Payment to MSR Power Agency/Energy Authority in the amount of $2,976,483 for May and June 2025 power purchase and administrative cost.
- Payment to Santa Clara Valley Water District in the amount of $2,483,830 for May 2025 treated water purchase and April 2025 Pump Tax (a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin).

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, material, and supply expenses of approximately $30,819. Included in this amount are $6,725 to Arini Geographics LLC., for May 2025 Common Operational Picture (COP) service, and $8,248 to Bound Tree Medical for replacement of video laryngoscopes devices for Stadium. These expenses are reimbursed to the City by the Stadium Authority.

During this period, payments were made on behalf of the City, Housing Authority, Sports & Open Space Authority (SOSA), and the Santa Clara Stadium Authority (described above).

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

FISCAL IMPACT

The expenditures of $100,162,660 were appropriated to various funds with the adoption of the Fiscal Year 2024/25 and 2025/26 budget, as amended.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Bills and Claims for June 7, 2025 - July 14, 2025.

Reviewed by: David Noce, Audit Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENT
1. Bills and Claims Approved for Payment Report

City of Santa Clara
List of All Bills and Claims Approved for Payment
From 06/07/2025 to 07/14/2025

Run Date 7/21/2025
Run Time 9:32:05 AM

Sorted by Payment Amount

Fund Group: Electric Utility Funds

Payment No: W25285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY JPA PLANT / PPA SHARE	Electric Utility-Ops General	-1.45
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY ISO TRANSACTION	Electric Utility-Ops General	-15,334.06
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY ISO TRANSACTION	Electric Utility-Ops General	-361,757.56
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY ISO TRANSACTION	Electric Utility-Ops General	-2,801.04
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY ISO TRANSACTION	Electric Utility-Ops General	107.33
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	PFY CRR SALES	Electric Utility-Ops General	329.22
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 NCPA SUPPORT	Electric Utility-Ops General	517,929.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 NCPA SUPPORT	Electric Utility-Ops General	69,372.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 JPA PLANT / PPA SHARE	Electric Utility-Ops General	-44,015.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 JPA PLANT / PPA SHARE	Electric Utility-Ops General	8,607,463.94
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 ISO TRANSACTION	Electric Utility-Ops General	-4,700,416.91
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 ISO TRANSACTION	Electric Utility-Ops General	17,998,852.17
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 ISO TRANSACTION	Electric Utility-Ops General	-2,372,869.56
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 ISO TRANSACTION	Electric Utility-Ops	-142,529.41

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	FY2025 CRR SALES	Electric Utility-Ops General	-281,902.19
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 SUBSCRIPTIONS	Electric Utility-Ops General	356.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 SEPA DUES	Electric Utility-Ops General	236.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 DEED DUES	Electric Utility-Ops General	495.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 CEE DUES	Electric Utility-Ops General	56.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 BAMX CONSULTING	Electric Utility-Ops General	41,094.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 ASE DUES	Electric Utility-Ops General	13.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2506 APPA DUES	Electric Utility-Ops General	6,580.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2504 WREGIS TRANSFER FEE	Electric Utility-Ops Restrictd	330.00
2025-06-25	NORTHERN CALIF POWER AGENCY	00578806	006002-0625027	2504 APPA ELECT UTILITY BASICS	Electric Utility-Ops General	662.52
				Total for Payment No.:		19,322,249.00

Payment No: W25287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	BANK OF NEW YORK MELLON	00578466	263JUN2025	WT: P & I ELEC REV REF 2018A	Electric Utility-Debt Services	6,479,500.00
				Total for Payment No.:		6,479,500.00

Payment No: W25290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	BANK OF NEW YORK MELLON	00578479	263JUN2025C	WT P & I ELEC REV BONDS 2024A	Electric Utility-Debt Services	6,149,375.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		6,149,375.00

Payment No: W25289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	BANK OF NEW YORK MELLON	00578474	263JUN2025B	WT P& I ELEC REV BOND 2020-2	Electric Utility-Debt Services	6,019,427.70
				Total for Payment No.:		6,019,427.70

Payment No: 033658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 DONNELLS BUNDLED ENERGY	Electric Utility-Ops General	2,729,841.89
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	585,055.83
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 BEARDSLEY RA	Electric Utility-Ops General	29,800.00
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 TULLOCH RA CAPACITY	Electric Utility-Ops General	103,338.20
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 DONNELLS ELECTRC-SPILLAGE	Electric Utility-Ops General	410,460.94
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 TULLOCH BUNDLED ENERGY	Electric Utility-Ops General	1,304,203.54
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 DONNELLS RA	Electric Utility-Ops General	360,000.00
2025-06-27	TRI-DAM PROJECT	00578619	2025-05 SVP	2505 DONNELLS AS	Electric Utility-Ops General	62,000.00
				Total for Payment No.:		5,584,700.40

Payment No: 033481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CASTANEA PROJECT, LLC	00578056	CA-SVP-003	2504 SOLAR ENERGY PURCH	Electric Utility-Ops General	1,775,326.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CASTANEA PROJECT, LLC	00578056	CA-SVP-003	2504 SOLAR DEEMD DELIVERD ENRG	Electric Utility-Ops General	376,568.18
2025-06-20	CASTANEA PROJECT, LLC	00578056	CA-SVP-003	2503 SOLAR DEEMD DELIVERD ENRG	Electric Utility-Ops General	64,788.56
2025-06-20	CASTANEA PROJECT, LLC	00578056	CA-SVP-003	2504 BATTERY ENERGY PURCHASE	Electric Utility-Ops General	2,092,500.00
				Total for Payment No.:		4,309,183.72

Payment No: 033431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	FRIANT POWER AUTHORITY	00578098	857	2505 ENERGY PURCH (HYDRO1)	Electric Utility-Ops General	1,528,347.15
				Total for Payment No.:		1,528,347.15

Payment No: W25284B

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	MSR PUBLIC POWER AGENCY	00578919	060825	2505 BIG HORN ENERGY	Electric Utility-Ops General	1,434,088.46
				Total for Payment No.:		1,434,088.46

Payment No: 033517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MANZANA WIND LLC	00578589	272594	2505 ENERGY PURCHSE (WIND)	Electric Utility-Ops General	1,743,740.02
2025-06-20	MANZANA WIND LLC	00578589	272594	2505 PPA ENERGY REV (WIND)	Electric Utility-Ops General	-406,773.11
				Total for Payment No.:		1,336,966.91

Payment No: 033549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRI-DAM POWER AUTHORITY	00578233	2025-05S SVP	2505 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	826,746.85

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRI-DAM POWER AUTHORITY	00578233	2025-05S SVP	2505 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	47,950.00
				Total for Payment No.:		874,696.85

Payment No: 033720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	US BANK NATIONAL ASSOCIATION	00579608	EO&M000270725	2504 CVP O&M FUNDING#9 FY2026	Electric Utility-Ops General	772,000.00
				Total for Payment No.:		772,000.00

Payment No: 033521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MSR ENERGY AUTHORITY	00578920	EA2479	2505 NATURAL GAS PURCH DVR	Electric Utility-Ops General	609,893.92
2025-06-20	MSR ENERGY AUTHORITY	00578920	EA2479	2505 NATURAL GAS PURCH GIA	Electric Utility-Ops General	46,414.83
				Total for Payment No.:		656,308.75

Payment No: 033561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AMERESCO	00579034	80295	2504 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	309,998.25
2025-06-27	AMERESCO	00579034	80295	2504 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
2025-06-27	AMERESCO	00579065	80294	2504 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	315,183.62
2025-06-27	AMERESCO	00579065	80294	2504 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57
				Total for Payment No.:		647,563.81

Payment No: W25278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RE ROSAMOND ONE LLC	00578650	00138	WT: 2505 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	604,545.53
				Total for Payment No.:		604,545.53

Payment No: 727372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DELL MARKETING LP	00579056	10815735980	MICROSOFT ENTERPRISE AGREEMENT	Electric Utility-Ops General	96,084.00
				Total for Payment No.:		96,084.00

Payment No: 033424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DAVEY TREE SURGERY	00577782	919034306	YP2410 TREE TRIM PWR LINES	Electric Utility-Ops General	330,891.82
2025-06-13	DAVEY TREE SURGERY	00577783	919446853	YP2411 TREE TRIM PWR LINES	Electric Utility-Ops General	252,929.64
				Total for Payment No.:		583,821.46

Payment No: 033589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELECTRICAL CONSULTANTS INC	00579075	119708	TRANSMISSION LINE DESIGN FOR S	Electric Utility-Construction	124,782.28
2025-06-27	ELECTRICAL CONSULTANTS INC	00579080	123357	ENGINEERING DESIGN SERVICES FO	Electric Utility-Construction	6,624.00
2025-06-27	ELECTRICAL CONSULTANTS INC	00579079	124164	ENGINEERING DESIGN SERVICES FO	Electric Utility-Construction	457.00
2025-06-27	ELECTRICAL CONSULTANTS INC	00579132	132296	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	54,432.50
2025-06-27	ELECTRICAL CONSULTANTS INC	00579133	120033	TRANSMISSION ENGINEERING DESIG	Electric Utility-Construction	100,405.17
2025-06-27	ELECTRICAL CONSULTANTS INC	00579035	129521	PREPARATION OF A SYSTEM EXPANS	Electric Utility-Construction	41,143.36

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELECTRICAL CONSULTANTS INC	00579035	129521	CHANGE ORDER 1: ADDITIONAL SER	Electric Utility-Construction	20,244.64
2025-06-27	ELECTRICAL CONSULTANTS INC	00579258	132297	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	173,865.50
				Total for Payment No.:		521,954.45

Payment No: 727443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578658	6738869084-3 JUN2025	2505 GAS TRANSPORT DVR	Electric Utility-Ops General	507,508.55
				Total for Payment No.:		507,508.55

Payment No: 033625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MSR PUBLIC POWER AGENCY	00579032	061125	2505 BIG HORN 2 POWER	Electric Utility-Ops General	456,984.97
				Total for Payment No.:		456,984.97

Payment No: 033494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ELECTRICAL CONSULTANTS INC	00578866	132330	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	74.00
2025-06-20	ELECTRICAL CONSULTANTS INC	00578872	132349	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	398.50
2025-06-20	ELECTRICAL CONSULTANTS INC	00578875	130222	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	36,401.50
2025-06-20	ELECTRICAL CONSULTANTS INC	00578873	132350	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	898.00
2025-06-20	ELECTRICAL CONSULTANTS INC	00578874	132351	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	142.50
2025-06-20	ELECTRICAL CONSULTANTS INC	00578871	132348	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	707.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ELECTRICAL CONSULTANTS INC	00578867	132344	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	8,049.00
2025-06-20	ELECTRICAL CONSULTANTS INC	00578868	132345	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	3,213.00
2025-06-20	ELECTRICAL CONSULTANTS INC	00578869	132346	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	3,206.00
2025-06-20	ELECTRICAL CONSULTANTS INC	00578870	132347	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	1,076.50
2025-06-20	ELECTRICAL CONSULTANTS INC	00578938	130161	ENGINEERING DESIGN AND PROJECT	Electric Utility-Construction	150,965.50
2025-06-20	ELECTRICAL CONSULTANTS INC	00578939	131191	ENGINEERING DESIGN AND PROJECT	Electric Utility-Construction	102,591.05
2025-06-20	ELECTRICAL CONSULTANTS INC	00579006	130223	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	120,406.50
				Total for Payment No.:		428,129.05

Payment No: 033547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2506 DEBT SERVICE (TANC)	Electric Utility-Ops General	117,169.25
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2506 COTP O&M	Electric Utility-Ops General	175,859.33
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2506 DEBT SERVICE (SOT)	Electric Utility-Ops General	5,058.00
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2506 TANC A&G	Electric Utility-Ops General	106,015.42
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2501 2502 TANC CRR PROG	Electric Utility-Ops General	15,154.09
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2504 SOT ADMIN COSTS	Electric Utility-Ops General	1,514.26
2025-06-20	TRANSMISSION AGENCY OF NORTHERN CA	00578232	MAY 2025	2505 SOT FAC CHARGE	Electric Utility-Ops General	4,057.83
				Total for Payment No.:		424,828.18

Payment No: 033429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	EPM POWER & WATER SOLUTIONS	00578641	9107085	HARDWARE AND SOFTWARE FOR GIAN	Electric Utility-Construction	378,621.63
				Total for Payment No.:		378,621.63

Payment No: W25284A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	MSR PUBLIC POWER AGENCY	00578918	060525	2505 BIG HORN SHAPING	Electric Utility-Ops General	370,209.30
				Total for Payment No.:		370,209.30

Payment No: 003799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	EDGES ELECTRICAL GR (Purchase)	Electric Utility-Ops General	791.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	BELL ELECTRICAL SUP (Purchase)	Electric Utility-Ops General	607.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	BELL ELECTRICAL SUP (Purchase)	Electric Utility-Ops General	1,904.62
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	21.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	34.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	65.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	VIVAX-METROTECH COR (Purchase)	Electric Utility-Ops General	163.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	21.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	MENLO PARK HDWE (Purchase)	Electric Utility-Ops General	7.65
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	TARGET 00028 (Purchase)	Electric Utility-Ops General	18.09
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops	14.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	FASTENAL COMPANY 01 (Purchase)	Electric Utility-Construction	378.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	267.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPLACE PMTS (Credit)	Electric Utility-Ops General	-321.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	WWW COSTCO COM (Purchase)	Electric Utility-Ops General	1,071.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	HOMEDEPOT.COM (Purchase)	Electric Utility-Ops General	61.07
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	HITCHCOCK'S GARDEN (Purchase)	Electric Utility-Ops General	140.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE PACE SUPPLY COR (Purchase)	Electric Utility-Ops General	107.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	HNS*HUGHESNET.COM (Purchase)	Electric Utility-Ops General	119.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	COMCAST CALIFORNIA (Purchase)	Electric Utility-Ops General	66.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	BLUECOSMO (Purchase)	Electric Utility-Ops General	56.65
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	LIFELINE SYSTEMS CO (Purchase)	Electric Utility-Ops General	48.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	WHITE CAP 733 (Purchase)	Electric Utility-Ops General	122.21
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	16.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	220.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	SCHWEITZER ENGINEER (Purchase)	Electric Utility-Ops General	164.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	ANCHOR ELECTRONICS (Purchase)	Electric Utility-Ops General	16.31
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	NORTH AMERICAN ELEC (Purchase)	Electric Utility-Ops General	475.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	190.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	65.41
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	37.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON.COM*NZ1RG35W (Purchase)	Electric Utility-Ops General	103.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	WHITE CAP 733 (Purchase)	Electric Utility-Ops General	116.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	ATT*BILL PAYMENT (Purchase)	Electric Utility-Ops General	117.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	HNS*HUGHESNET.COM (Purchase)	Electric Utility-Ops General	92.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	SPI*DIRECTV SERVICE (Purchase)	Electric Utility-Ops General	261.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	109.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	95.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON PRIME (Purchase)	Electric Utility-Ops General	151.68
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	DMI* DELL BUS ONLIN (Purchase)	Electric Utility-Ops General	970.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	DMI* DELL BUS ONLIN (Purchase)	Electric Utility-Ops General	283.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	BLUEBEAM INC. (Purchase)	Electric Utility-Ops General	1,650.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	ADOBE INC. (Purchase)	Electric Utility-Ops General	509.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	AMAZON.COM*NW8WZ4AN (Purchase)	Electric Utility-Ops General	19.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579483	PC0525EREC	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	17.15
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579483	PC0525EREC	WEB (Purchase)	Electric Utility-Ops	66.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	44.84
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	36.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	48.54
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SP LOCK SUPPLY CO. (Purchase)	Electric Utility-Ops General	1,102.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SP LOCK SUPPLY CO. (Purchase)	Electric Utility-Ops General	413.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	27.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	46.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Electric Utility-Construction	1,902.09
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	41.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HCM*VALLEY TOOL AND (Purchase)	Electric Utility-Ops General	350.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GRAINGER (Purchase)	Electric Utility-Ops General	164.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	METAL SUPERMARKETS (Purchase)	Electric Utility-Ops General	767.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	METAL SUPERMARKETS (Purchase)	Electric Utility-Ops General	305.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	390.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GRAINGER (Purchase)	Electric Utility-Ops General	118.85
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	73.09
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GRAINGER (Purchase)	Electric Utility-Ops General	62.45

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	METAL SUPERMARKETS (Purchase)	Electric Utility-Ops General	155.59
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GRAINGER (Purchase)	Electric Utility-Ops General	30.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	340.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	NAPA STORE 4562017 (Purchase)	Electric Utility-Ops General	100.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SERVAPURE* SERVAPUR (Purchase)	Electric Utility-Ops General	440.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HACH COMPANY (Purchase)	Electric Utility-Ops General	486.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MURCAL INC. (Purchase)	Electric Utility-Ops General	665.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GOODWAY TECHNOLOGIE (Purchase)	Electric Utility-Ops General	394.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	IN *INSTAMATION SYS (Purchase)	Electric Utility-Ops General	1,935.37
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ALL INDUSTRIAL ELEC (Purchase)	Electric Utility-Ops General	489.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	GOODWAY TECHNOLOGIE (Purchase)	Electric Utility-Ops General	4,321.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HARRINGTON-FREMONT (Purchase)	Electric Utility-Ops General	60.57
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SQ *TERRA METRICS D (Purchase)	Electric Utility-Ops General	888.30
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	IN *INSTAMATION SYS (Purchase)	Electric Utility-Ops General	174.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	PUMP SUPPLY (Purchase)	Electric Utility-Ops General	1,704.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HARRINGTON-FREMONT (Purchase)	Electric Utility-Ops General	33.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	CLARION EVENTS FLEX (Purchase)	Electric Utility-Ops General	636.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579480	PC0525EADM	FACEBK *Q2M76PQ462 (Purchase)	Electric Utility-Ops	25.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Restrictd	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	IN *PV LABELS INC. (Purchase)	Electric Utility-Construction	56.31
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	FACEBK *SUWCRPC562 (Purchase)	Electric Utility-Ops Restrictd	77.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	IN *PV LABELS INC. (Purchase)	Electric Utility-Construction	65.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	17.89
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	IN *GOLDEN STATE RE (Purchase)	Electric Utility-Ops General	176.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	IEEE PRODUCTS SER (Purchase)	Electric Utility-Ops General	182.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	ZOOM.COM 888-799-96 (Purchase)	Electric Utility-Ops General	149.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	16.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	AMAZON MKTPLACE PMTS (Credit)	Electric Utility-Ops General	-7.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	327.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	SOUTHWEST (Purchase)	Electric Utility-Ops General	136.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	CLARION EVENTS FLEX (Purchase)	Electric Utility-Ops General	636.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	FREDPRYOR CAREERTRA (Purchase)	Electric Utility-Ops General	75.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	DOUBLE TREE (Purchase)	Electric Utility-Ops General	459.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	TOWN AND COUNTRY - (Purchase)	Electric Utility-Ops General	235.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	COSTCO WHSE 0129 (Purchase)	Electric Utility-Ops General	203.51
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	COURTYARD ROSEVILLE (Purchase)	Electric Utility-Ops General	170.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	UCB UC ENERGY INSTI (Purchase)	Electric Utility-Ops General	800.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	DISTRIBUTECH (Purchase)	Electric Utility-Ops General	725.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	HYATT REGENCY PORTL (Purchase)	Electric Utility-Ops Restrictd	359.62
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	FAIRFIELD INN ROSEV (Purchase)	Electric Utility-Ops General	138.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	PARAMETRIC TECHNOLO (Purchase)	Electric Utility-Ops General	808.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	MINUTEMAN PRESS - S (Purchase)	Electric Utility-Ops General	976.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	22.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	UCB UC ENERGY INSTI (Purchase)	Electric Utility-Ops General	800.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	EZCATER*HABIT BURGE (Purchase)	Electric Utility-Ops General	186.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	URBAN PLATES 028 ON (Purchase)	Electric Utility-Ops General	178.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	URBAN PLATES 028 ON (Purchase)	Electric Utility-Ops General	1,309.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	MINUTEMAN PRESS - S (Purchase)	Electric Utility-Ops General	247.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579480	PC0525EADM	PANERA BREAD 20448 (Purchase)	Electric Utility-Ops General	612.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	UNDERGROUND REPUBLI (Purchase)	Electric Utility-Ops General	54.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	RS GROUP (Purchase)	Electric Utility-Ops General	487.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	VALIN CORPORATION (Purchase)	Electric Utility-Ops General	2,451.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMERICAN TEXTILE A (Purchase)	Electric Utility-Ops General	513.98
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579481	PC0525EDVR	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops	30.45

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	JJS TECHNICAL SERVI (Purchase)	Electric Utility-Ops General	550.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SCHNEIDER IT (Purchase)	Electric Utility-Ops General	3,909.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HARRINGTON-FREMONT (Purchase)	Electric Utility-Ops General	13.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HARRINGTON-FREMONT (Purchase)	Electric Utility-Ops General	164.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	TAGS 4 LESS (Purchase)	Electric Utility-Ops General	201.89
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	1,183.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SP TOOLUP (Purchase)	Electric Utility-Ops General	210.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SP HEADSETS.COM (Purchase)	Electric Utility-Ops General	634.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	458.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	REXEL 2081 (Purchase)	Electric Utility-Ops General	657.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	561.51
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	79.49
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	28.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	238.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	398.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HCM*VALLEY TOOL AND (Purchase)	Electric Utility-Ops General	14.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	295.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	508.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	HCM*VALLEY TOOL AND (Purchase)	Electric Utility-Ops General	702.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	34.87
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	DKC*DIGI KEY CORP (Purchase)	Electric Utility-Ops General	365.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	62.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	173.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	28.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	97.18
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	628.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	DKC*DIGI KEY CORP (Purchase)	Electric Utility-Ops General	999.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	LOWES 02790 (Purchase)	Electric Utility-Ops General	57.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	DKC*DIGI KEY CORP (Purchase)	Electric Utility-Ops General	339.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	106.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SANTA CLARA WINDUST (Purchase)	Electric Utility-Ops General	1,331.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	WHITE CAP 733 (Purchase)	Electric Utility-Ops General	244.22
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	64.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SDT NORTH AMERICA L (Purchase)	Electric Utility-Ops General	186.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops	468.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	LOWES 02211 (Purchase)	Electric Utility-Ops General	45.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	294.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	O'REILLY 2913 (Purchase)	Electric Utility-Ops General	26.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	SQ *THE HONEY LADIE (Purchase)	Electric Utility-Ops General	400.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	98.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	23.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	523.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	538.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	101.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	SWAGELOK NORTHERN C (Purchase)	Electric Utility-Ops General	548.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	444.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2833 (Credit)	Electric Utility-Ops General	-716.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	BRADY WORLDWIDE INC (Purchase)	Electric Utility-Ops General	135.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	2,489.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	69.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	104.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	1,120.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2833 (Purchase)	Electric Utility-Ops General	182.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	716.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	BRADY WORLDWIDE INC (Purchase)	Electric Utility-Ops General	292.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2833 (Purchase)	Electric Utility-Ops General	826.09
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	392.89
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	SANTA CLARA LIGHTING (Credit)	Electric Utility-Ops General	-54.51
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	1,648.22
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	93.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	66.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	381.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	951.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	103.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2833 (Purchase)	Electric Utility-Ops General	295.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	SCHWEITZER ENGINEER (Purchase)	Electric Utility-Ops General	1,980.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	643.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579482	PC0525EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	951.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579481	PC0525EDVR	THE HOME DEPOT PRO (Purchase)	Electric Utility-Ops General	160.27
				Total for Payment No.:		75,861.26

Payment No: W25288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	BANK OF NEW YORK MELLON	00578472	263JUN2025A	WT INT ON ELEC REV BOND 2020-1	Electric Utility-Debt Services	360,298.00
				Total for Payment No.:		360,298.00

Payment No: 033693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DAVEY TREE SURGERY	00579605	919647433	YP2505 TREE TRIM PWR LINES	Electric Utility-Ops General	357,018.44
				Total for Payment No.:		357,018.44

Payment No: 033584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DAVEY TREE SURGERY	00579027	919481688	YP2504 TREE TRIM PWR LINES	Electric Utility-Ops General	340,683.86
				Total for Payment No.:		340,683.86

Payment No: 033683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AMERESCO	00579614	80314	2505 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	325,616.24
2025-07-11	AMERESCO	00579614	80314	2505 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57
				Total for Payment No.:		338,681.81

Payment No: 033682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AMERESCO	00579613	80313	2505 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	328,630.90
2025-07-11	AMERESCO	00579613	80313	2505 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
				Total for Payment No.:		337,947.27

Payment No: 033482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CENTRAL 40 LLC	00578229	131576-2025-05-001	2505 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	331,116.60
				Total for Payment No.:		331,116.60

Payment No: W25286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	WT: 2505 LT PURCHASE DVR	Electric Utility-Ops General	661,855.72
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 ST SALE DVR	Electric Utility-Ops General	-399,970.97
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 ST PURCHASE DVR	Electric Utility-Ops General	16,983.50
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 IMBALANCE SALE DVR	Electric Utility-Ops General	-80,557.81
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 IMBALANCE PURCHASE GIA	Electric Utility-Ops General	3,785.51
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 ST SALE GIA	Electric Utility-Ops General	-30,439.03
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 ST PURCHASE GIA	Electric Utility-Ops General	1,292.50
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 IMBALANCE SALE GIA	Electric Utility-Ops General	-6,130.70
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 IMBALANCE PURCHASE DVR	Electric Utility-Ops General	49,741.82
2025-06-25	EDF TRADING NORTH AMERICA LLC	00578991	4516792	2505 LT PURCHASE GIA	Electric Utility-Ops General	50,369.28
				Total for Payment No.:		266,929.82

Payment No: 033491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DAVEY TREE SURGERY	00578054	919568601	YP2412 TREE TRIM PWR LINES	Electric Utility-Ops General	260,112.50
				Total for Payment No.:		260,112.50

Payment No: 033463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	US DEPT OF ENERGY	00578057	NNPB000270525R	2506 WAPA RESTORATION FUND	Electric Utility-Ops General	163,469.20
2025-06-13	US DEPT OF ENERGY	00578350	NNPB000270525S	2505 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	28,033.05
				Total for Payment No.:		191,502.25

Payment No: 033633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579328	S007881138.001	CONNECTOR, LV, NON-TENSION, 25	Electric Utility-Ops General	463.78
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579070	S007815288.007	GAIN, POLE, PLASTIC, 4-3/4IN X	Electric Utility-Ops General	901.37
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579138	S007671888.003	KRS STATION TRANSFORMERS - QTY	Electric Utility-Construction	28,379.42
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579427	S007885784.001	WIRE, 600V, CU, #12 SOLID, THH	Electric Utility-Ops General	650.33
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	BOLT, GUY, EYE (EYELET), 3/4IN	Electric Utility-Ops General	1,800.56
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	WASHER, SQUARE, FLAT, W/SLOT,	Electric Utility-Ops General	364.48
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	WASHER, SQUARE, CURVED, 4IN X	Electric Utility-Ops General	1,032.32
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579327	S007859292.001	ANCHOR, GUY, EXPANSION, 12IN F	Electric Utility-Ops General	834.59
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	BOLT, ALL THD, 5/8IN X 28IN LG	Electric Utility-Ops General	903.56
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	BOLT, ALL THREAD, 3/4IN X 22IN	Electric Utility-Ops General	1,441.54
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	EYENUT, OVAL, 5/8IN TAPPED BOL	Electric Utility-Ops General	2,073.37
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	WASHER, 3/4IN LOCK, DOUBLE COI	Electric Utility-Ops General	222.62

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579314	S007926477.001	BOLT, SQ HD, 3/4IN DIA. X 14IN	Electric Utility-Ops General	494.34
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579323	S007875831.001	TERMINAL, LUG, 2 HOLE PAD, COM	Electric Utility-Ops General	1,325.87
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579328	S007881138.001	BOLT, SQ HD, 3/4IN DIA. X 26IN	Electric Utility-Ops General	443.92
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579324	S007854031.002	BRACE, CROSS ARM, 36IN LG X 1-	Electric Utility-Ops General	5,265.28
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579325	S007812750.004	BOLT - OVALEYE - 5/8IN X 6IN L	Electric Utility-Ops General	1,239.66
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579316	S007854031.001	ARM, TANGENT, COMPOSITE, 8' WI	Electric Utility-Ops General	32,039.10
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579315	S007823054.001	FAULT INDICATOR, OVERHEAD, FCI	Electric Utility-Ops General	69,791.99
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579323	S007875831.001	CONNECTOR, OH, COMP, FULL-TEN,	Electric Utility-Ops General	208.97
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579323	S007875831.001	CONNECTOR #4ACSR FULL TENSION	Electric Utility-Ops General	97.12
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, B, 3IN TALL.	Electric Utility-Ops General	576.17
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, D, 3IN TALL.	Electric Utility-Ops General	576.18
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, J, 3IN TALL.	Electric Utility-Ops General	345.71
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, L, 3IN TALL.	Electric Utility-Ops General	576.18
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, V, 3IN TALL.	Electric Utility-Ops General	345.71
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579318	S007876006.001	CHAIN LINK, TWISTED, CHANCE, K	Electric Utility-Ops General	238.98
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579318	S007876006.001	TAPE, ELECTRICAL, LV, ELECTRO	Electric Utility-Ops General	339.38
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579319	S007869246.001	BOLT, SQ HD, 5/8IN DIA. X 2IN	Electric Utility-Ops General	209.52
2025-06-27	ONESOURCE SUPPLY SOLUTIONS	00579317	S007834039.001	LETTER, ALUMINUM, Y, 3IN TALL.	Electric Utility-Ops	345.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	LLC				General	
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579317	S007834039.001	LETTER, ALUMINUM, Z, 3IN TALL.	Electric Utility-Ops General	345.71
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579320	S007817851.001	9' TANGENT CROSSARM WITH MOUNT	Electric Utility-Ops General	14,981.73
2025-06-27	ONESOURCE SUPPLY SOLUTIONS LLC	00579321	S007841280.001	CLAMP - TRUNNION - INSULATOR -	Electric Utility-Ops General	3,150.44
				Total for Payment No.:		172,005.61

Payment No: 727263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Electric Utility-Ops General	305.15
				Total for Payment No.:		305.15

Payment No: 033530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	POWER PROS	00578947	2025056	SITE OF ACCEPTANCE TESTING AND	Electric Utility-Construction	62,177.61
2025-06-20	POWER PROS	00578948	2025101	SITE OF ACCEPTANCE TESTING AND	Electric Utility-Construction	22,230.00
2025-06-20	POWER PROS	00578959	2025060	LABOR AND REIMBURSABLE EXPENSE	Electric Utility-Ops General	31,881.88
2025-06-20	POWER PROS	00578961	2025059	LABOR AND REIMBURSABLE EXPENSE	Electric Utility-Ops General	52,620.00
				Total for Payment No.:		168,909.49

Payment No: 033721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	US DEPT OF ENERGY	00579606	NNPB000270625R	2507 WAPA RESTORATION FUND	Electric Utility-Ops General	163,469.20
				Total for Payment No.:		163,469.20

Payment No: W26002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-09	MANZANA WIND LLC	00579607	273904 - TRUE UP	2505 ENERGY PURCHSE (WIND) TRU	Electric Utility-Ops General	161,449.49
2025-07-09	MANZANA WIND LLC	00579607	273904 - TRUE UP	2505 PPA ENERGY REV (WIND) TRU	Electric Utility-Ops General	-24,641.00
				Total for Payment No.:		136,808.49

Payment No: 727327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	AGC 1814 LONG TERM STORAGE SER	Electric Utility-Ops General	1,959.07
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	AGC 1814 TIER 5 RENEWAL SERIAL	Electric Utility-Ops General	55,124.95
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	WARRANTY - 1 YEAR SERIAL # 272	Electric Utility-Ops General	0.00
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	AGC 1814 HEATER AND THERM SERI	Electric Utility-Ops General	1,551.99
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	AGC 1814 LOLS SPDT - SINGLE PU	Electric Utility-Ops General	1,130.77
2025-06-27	AMARILLO GEAR SERVICE LLC	00579159	AM00026528	AGC 1814 NON REVERSE SERIAL #	Electric Utility-Ops General	1,987.90
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	AGC 1814 LONG TERM STORAGE SER	Electric Utility-Ops General	1,959.07
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	AGC 1814 HEATER AND THERM SERI	Electric Utility-Ops General	1,551.99
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	AGC 1814 TIER 5 RENEWAL SERIAL	Electric Utility-Ops General	55,124.95
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	AGC 1814 LOLS SPDT - SINGLE PU	Electric Utility-Ops General	1,130.77
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	AGC 1814 NON REVERSE SERIAL #	Electric Utility-Ops General	1,987.90
2025-06-27	AMARILLO GEAR SERVICE LLC	00579220	AM00026529	SHIPPING	Electric Utility-Ops General	3,259.63
				Total for Payment No.:		126,768.99

Payment No: 033450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MILTON SECURITY GROUP LLC	00577897	202403131c	2505 NOC/SOC SERVICES	Electric Utility-Ops General	23,040.00
2025-06-13	MILTON SECURITY GROUP LLC	00577897	202403131c	2505 AMI/MDMS PROJECT SUPPORT	Electric Utility-Ops General	19,200.00
2025-06-13	MILTON SECURITY GROUP LLC	00577897	202403131c	2505 OSISOFT PI SYSTEM SVC	Electric Utility-Ops General	14,400.00
2025-06-13	MILTON SECURITY GROUP LLC	00577897	202403131c	2505 SHAREPOINT SUPPORT/MGMT	Electric Utility-Ops General	4,800.00
2025-06-13	MILTON SECURITY GROUP LLC	00577898	202403132d	2505 NOC/SOC SERVICES	Electric Utility-Ops General	23,040.00
2025-06-13	MILTON SECURITY GROUP LLC	00577898	202403132d	2505 AMI/MDMS PROJECT SUPPORT	Electric Utility-Ops General	19,200.00
2025-06-13	MILTON SECURITY GROUP LLC	00577898	202403132d	2505 OSISOFT PI SYSTEM SVC	Electric Utility-Ops General	14,400.00
2025-06-13	MILTON SECURITY GROUP LLC	00577898	202403132d	2505 SHAREPOINT SUPPORT/MGMT	Electric Utility-Ops General	4,800.00
				Total for Payment No.:		122,880.00

Payment No: 033562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANIXTER INC.	00579071	6319903-00	TRANSFORMER, OH, 50 KVA, 120/2	Electric Utility-Ops General	18,463.95
2025-06-27	ANIXTER INC.	00579127	6298187-00	TRANSFORMER, OH, 25 KVA, 120/2	Electric Utility-Ops General	32,586.91
2025-06-27	ANIXTER INC.	00579127	6298187-00	TRANSFORMER, OH, 37 KVA, 120/2	Electric Utility-Ops General	17,721.90
2025-06-27	ANIXTER INC.	00579127	6298187-00	TRANSFORMER, OH, 37 KVA, 120/2	Electric Utility-Ops General	8,860.95
2025-06-27	ANIXTER INC.	00579127	6298187-00	TRANSFORMER, OH, 37 KVA, 120/2	Electric Utility-Ops General	17,721.90
2025-06-27	ANIXTER INC.	00579234	6319903-01	TRANSFORMER, OH, 50 KVA, 120/2	Electric Utility-Ops General	2,051.55
2025-06-27	ANIXTER INC.	00579312	6413757-00	FUSE 40 AMP TYPE K. . KEARNEY	Electric Utility-Ops General	2,461.86

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANIXTER INC.	00579309	6344187-05	CONNECTOR, OH, PARALLEL GROOVE	Electric Utility-Ops General	3,099.15
2025-06-27	ANIXTER INC.	00579307	6375911-03	WASHER, SQUARE, FLAT, 4IN X 4I	Electric Utility-Ops General	552.17
2025-06-27	ANIXTER INC.	00579307	6375911-03	BOLT, ALL THREAD, 5/8IN X 18IN	Electric Utility-Ops General	482.77
2025-06-27	ANIXTER INC.	00579310	6389269-03	COLD SHRINK MEDIUM 600V CABLE	Electric Utility-Ops General	12,603.94
2025-06-27	ANIXTER INC.	00579313	6429633-00	STAPLE, GROUND WIRE, 1-1/2IN X	Electric Utility-Ops General	763.88
2025-06-27	ANIXTER INC.	00579313	6429633-00	BOLT - SQ HD - 5/8IN DIA. X 12	Electric Utility-Ops General	218.25
				Total for Payment No.:		117,589.18

Payment No: 033565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ASSOCIATED POWER SOLUTIONS,	00579137	026744	PARTS AND MATERIALS	Electric Utility-Ops General	69,774.67
2025-06-27	ASSOCIATED POWER SOLUTIONS,	00579137	026744	LABOR, TRAVEL, AND OTHER NON-T	Electric Utility-Ops General	40,482.52
2025-06-27	ASSOCIATED POWER SOLUTIONS,	00579137	026744	ESTIMATED FREIGHT	Electric Utility-Ops General	3,730.74
				Total for Payment No.:		113,987.93

Payment No: 033546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRANSCANADA TURBINES INC	00578956	1020304	SAFETY CONSUMABLES	Electric Utility-Ops General	1,550.00
2025-06-20	TRANSCANADA TURBINES INC	00578956	1020304	TRANSPORTATION	Electric Utility-Ops General	14,485.27
2025-06-20	TRANSCANADA TURBINES INC	00578956	1020304	FIELD SERVICE LABOR AND REIMBU	Electric Utility-Ops General	81,470.58
2025-06-20	TRANSCANADA TURBINES INC	00578956	1020304	ENGINE CHANGE OUT PARTS KIT	Electric Utility-Ops General	4,209.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRANSCANADA TURBINES INC	00578956	1020304	CLAMSHELL KIT	Electric Utility-Ops General	2,395.29
				Total for Payment No.:		104,111.13

Payment No: 033470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AECOM TECHNICAL SERVICES, INC	00579007	2001023962	PROGRAM IMPLEMENTATION FOR SVP	Electric Utility-Construction	99,837.59
				Total for Payment No.:		99,837.59

Payment No: 033694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DNV ENERGY SERVICES USA INC	00578247	875010018452	YP2505 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	32,981.77
2025-07-11	DNV ENERGY SERVICES USA INC	00578247	875010018452	YP2505 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	26,385.41
2025-07-11	DNV ENERGY SERVICES USA INC	00578247	875010018452	YP2505 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	15,077.38
2025-07-11	DNV ENERGY SERVICES USA INC	00578247	875010018452	YP2505 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	7,538.69
2025-07-11	DNV ENERGY SERVICES USA INC	00578247	875010018452	YP2505 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	12,250.37
				Total for Payment No.:		94,233.62

Payment No: 033559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AECOM TECHNICAL SERVICES, INC	00579076	2001023977	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	17,803.37
2025-06-27	AECOM TECHNICAL SERVICES, INC	00579076	2001023977	SRS REBUILD AND REPLACEMENT DE	Electric Utility-Construction	4,032.66
2025-06-27	AECOM TECHNICAL SERVICES, INC	00579078	2001023973	NRS-KRS 115KV LINE SUPPORT AND	Electric Utility-Construction	6,990.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AECOM TECHNICAL SERVICES, INC	00579081	2001023966	SERVICES FOR KRS REBUILD AND R	Electric Utility-Construction	23,892.14
2025-06-27	AECOM TECHNICAL SERVICES, INC	00579453	2001027496	CHANGE ORDER 2: ADDITIONAL SER	Electric Utility-Construction	36,897.89
				Total for Payment No.:		89,616.16

Payment No: 727473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TERI BLACK & CO LLC	00579174	25-0604-704	Recruitment Deputy City Attorn	Electric Utility-Ops General	8,578.50
2025-06-27	TERI BLACK & CO LLC	00579172	25-0131-645	Recruitment Deputy City Attorn	Electric Utility-Ops General	19,675.77
				Total for Payment No.:		28,254.27

Payment No: 033408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AIR PRODUCTS & CHEMICALS	00578351	431802005	2505 PURCHASE DEMAND REDUCTION	Electric Utility-Ops General	84,000.00
				Total for Payment No.:		84,000.00

Payment No: 727563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DATAVOICE INTERNATIONAL, INC.	00578246	DVICT0000266	OMS/IVR SYSTEM OUTAGE SYS	Electric Utility-Ops General	83,540.25
				Total for Payment No.:		83,540.25

Payment No: 033495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ELECTRICAL MAINTENANCE	00578944	25-4860-2	UNIT 1 BRUSH GENERATOR OVERHAU	Electric Utility-Construction	69,363.00
2025-06-20	ELECTRICAL MAINTENANCE	00578957	25-4860-4	LABOR AND REIMBURSABLE EXPENSE	Electric Utility-Ops General	10,872.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ELECTRICAL MAINTENANCE	00578958	25-4859-2	LABOR AND REIMBURSABLE EXPENSE	Electric Utility-Ops General	1,806.00
				Total for Payment No.:		82,041.00

Payment No: 033527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	1.32
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	1,415.96
2025-06-20	ORACLE AMERICA INC	00578850	101453922	ORACLE DATABASE ENTERPRISE EDI	Electric Utility-Ops General	68,904.05
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	4,524.02
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	1,839.50
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	1,877.10
2025-06-20	ORACLE AMERICA INC	00578850	101453922	HARDWARE TECHNICAL SUPPORT SER	Electric Utility-Ops General	804.63
				Total for Payment No.:		79,366.58

Payment No: 727163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Electric Utility-Ops General	402.90
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Electric Utility-Ops General	66.00
				Total for Payment No.:		468.90

Payment No: 727315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578404	0008409100-8	YP2505 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	172.77
2025-06-27	PG&E	00578404	0008409100-8	YP2505 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	71,178.55
				Total for Payment No.:		71,351.32

Payment No: 727440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PENINSULA CRANE & RIGGING	00579049	9976	LABOR AND EQUIPMENT FOR CRANE	Electric Utility-Ops General	52,090.00
2025-06-27	PENINSULA CRANE & RIGGING	00578720	9668	YP2409 CRANE WORK T&D	Electric Utility-Ops General	5,542.00
2025-06-27	PENINSULA CRANE & RIGGING	00578723	9144	YP2405 CRANE WORK T&D	Electric Utility-Ops General	7,781.00
2025-06-27	PENINSULA CRANE & RIGGING	00579326	9883R	LABOR AND EQUIPMENT TO HOIST A	Electric Utility-Ops General	5,319.00
				Total for Payment No.:		70,732.00

Payment No: 033498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FLYNN RESOURCE CONSULTANTS INC	00578226	1824	2503 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	69,146.25
				Total for Payment No.:		69,146.25

Payment No: W26000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-01	GAHRAHMAT FAMILY LTD II	00578248	GFLP2-23592	WT:YP2507 RENT 881 MARTN JUL25	Electric Utility-Ops General	63,766.07
2025-07-01	GAHRAHMAT FAMILY LTD II	00578248	GFLP2-23592	YP2507 RENT 881 MARTN JUL25	Electric Utility-Ops Restrictd	4,070.17
				Total for Payment No.:		67,836.24

Payment No: 727318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578662	6960110313-3 JUN2025	2505 GAS TRANSPORT GIA	Electric Utility-Ops General	66,267.58
				Total for Payment No.:		66,267.58

Payment No: 033466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WEST VALLEY CONSTRUCTION	00577807	175918	YP2406 5350 GREAT AMERICA PKWY	Electric Utility-Construction	68,746.70
2025-06-13	WEST VALLEY CONSTRUCTION	00577807	175918	RETENTION 2004 YR1 INV 175918	Electric Utility-Construction	-3,437.34
				Total for Payment No.:		65,309.36

Payment No: 033722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WEST VALLEY CONSTRUCTION	00579072	207946	YP2501 ECR, LINCOLN 00216CO	Electric Utility-Construction	13,050.00
2025-07-11	WEST VALLEY CONSTRUCTION	00579072	207946	RETENTION 2004 YR1 INV 207946	Electric Utility-Construction	-652.50
2025-07-11	WEST VALLEY CONSTRUCTION	00579073	207950	YP2501 2434 CALLE DEL MUNDO	Electric Utility-Construction	3,334.80
2025-07-11	WEST VALLEY CONSTRUCTION	00579073	207950	RETENTION 2004 YR1 INV 207950	Electric Utility-Construction	-166.74
2025-07-11	WEST VALLEY CONSTRUCTION	00579219	207977	YP2502 5611 LAFAYETTE 0294	Electric Utility-Construction	28,075.00
2025-07-11	WEST VALLEY CONSTRUCTION	00579219	207977	RETENTION 2004 YR1 INV 207977	Electric Utility-Construction	-1,403.75
2025-07-11	WEST VALLEY CONSTRUCTION	00579399	209366	YP2410 JULIETTE & LAURELWOOD	Electric Utility-Construction	18,792.80
2025-07-11	WEST VALLEY CONSTRUCTION	00579399	209366	RETENTION 2004 YR1 INV 209366	Electric Utility-Construction	-939.64
				Total for Payment No.:		60,089.97

Payment No: W25284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-25	MSR PUBLIC POWER AGENCY	00578055	060225	2506 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	21,066.85
2025-06-25	MSR PUBLIC POWER AGENCY	00578055	060225	2506 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	37,824.36
				Total for Payment No.:		58,891.21

Payment No: 033587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00578644	00985	2504 LEGAL SERVICES	[redacted]	[redacted]
2025-06-27	[redacted]	00578644	00985	2504 LEGAL SVC [redacted]	[redacted]	[redacted]
				Total for Payment No.:		55,987.06

Payment No: 033489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CSG CONSULTANTS INC	00578223	61366	2504 EBUILDER CONSULTING	Electric Utility-Ops General	103.50
				Total for Payment No.:		103.50

Payment No: 033492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	[redacted]	00578225	00926	2502 LEGAL SERVICES	[redacted]	[redacted]
2025-06-20	[redacted]	00578225	00926	2502 LEGAL SVC [redacted]	[redacted]	[redacted]
				Total for Payment No.:		52,961.00

Payment No: 033594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EVERLINE COMPLIANCE, LLC	00579196	32698	DVR PIPELINE DOT AUDIT	Electric Utility-Ops	36,949.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SUPPORT	General	
2025-06-27	EVERLINE COMPLIANCE, LLC	00578407	35242	YP2503 LEAD PIPELINE TECH	Electric Utility-Ops General	800.00
2025-06-27	EVERLINE COMPLIANCE, LLC	00578407	35242	YP2503 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	168.00
2025-06-27	EVERLINE COMPLIANCE, LLC	00578407	35242	YP2503 MEAL REIMBURSEMENT	Electric Utility-Ops General	17.44
2025-06-27	EVERLINE COMPLIANCE, LLC	00578411	33470	YP2409 DOT PIPELINE MGMT	Electric Utility-Ops General	13,615.00
2025-06-27	EVERLINE COMPLIANCE, LLC	00579046	33697	LABOR AND NON-TAXABLE EXPENSES	Electric Utility-Ops General	182.02
2025-06-27	EVERLINE COMPLIANCE, LLC	00579047	32966	LABOR AND NON-TAXABLE EXPENSES	Electric Utility-Ops General	888.00
				Total for Payment No.:		52,619.96

Payment No: 033440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INTEL CORP - SANTA CLARA	00577900	R22-CPR-0015-4	CONTROLS REBATE; ACT 64134-01	Electric Utility-Ops Restrictd	50,397.22
				Total for Payment No.:		50,397.22

Payment No: 727210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DELTA STAR	00578942	PI007683	CHANGE ORDER 1 FOR PURCHASE OF	Electric Utility-Construction	50,005.00
				Total for Payment No.:		50,005.00

Payment No: 727117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MAZE & ASSOC	00578522	54052	ELECTRIC	Electric Utility-Ops General	16,764.70
				Total for Payment No.:		16,764.70

Payment No: 033519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	Electric Utility-Ops General	3,444.97
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	Electric Utility-Ops General	480.58
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578212	0000548933	SVP 881 MARTIN SVC JUN25	Electric Utility-Ops General	1,244.50
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	Electric Utility-Ops General	3,315.09
				Total for Payment No.:		8,485.14

Payment No: 727330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANDERSON COMMERCIAL FLOORING	00579291	391871	ELECTRIC T&D	Electric Utility-Ops General	8,274.00
				Total for Payment No.:		8,274.00

Payment No: 033542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	STANTEC CONSULTING SERVICES	00578943	2394255	ENGINEERING SERVICES AND TO SE	Electric Utility-Construction	25,702.50
2025-06-20	STANTEC CONSULTING SERVICES	00578994	2363477	RODONOVAN SURVEYING, SUB-SURFA	Electric Utility-Construction	17,330.91
				Total for Payment No.:		43,033.41

Payment No: 727374

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DELTA STAR	00579135	PI007684	CHANGE ORDER 1 FOR PURCHASE OF	Electric Utility-Construction	43,005.00
				Total for Payment No.:		43,005.00

Payment No: 033704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INFOSEND INC	00579622	288122	ELECTRIC - MAY INSERT	Electric Utility-Ops General	2,427.23
2025-07-11	INFOSEND INC	00579622	288122	ELECTRIC - APRIL INSERT	Electric Utility-Ops Restrictd	31.00
				Total for Payment No.:		2,458.23

Payment No: 033426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ELECTRICAL CONSULTANTS INC	00578406	132246	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	766.50
2025-06-13	ELECTRICAL CONSULTANTS INC	00578402	132244	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	2,105.00
2025-06-13	ELECTRICAL CONSULTANTS INC	00578403	132243	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	4,571.00
2025-06-13	ELECTRICAL CONSULTANTS INC	00578405	132242	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	8,876.00
2025-06-13	ELECTRICAL CONSULTANTS INC	00578282	132240	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	1,364.50
2025-06-13	ELECTRICAL CONSULTANTS INC	00578280	129730	DESIGN SERVICES FOR THE 60KV S	Electric Utility-Construction	5,434.00
2025-06-13	ELECTRICAL CONSULTANTS INC	00578278	129732	DESIGN SERVICES FOR THE 60KV S	Electric Utility-Construction	9,925.00
2025-06-13	ELECTRICAL CONSULTANTS INC	00578279	129731	DESIGN SERVICES FOR THE 60KV S	Electric Utility-Construction	6,227.50
				Total for Payment No.:		39,269.50

Payment No: 727233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PACIFIC GAS & ELECTRIC CO	00578228	8404056	COO C'ROCK-LKVIL O&M CHG 25-26	Electric Utility-Ops General	38,262.00
				Total for Payment No.:		38,262.00

Payment No: 727138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RTS RELIABILITY TESTING	00578298	185146	SUSTATION RELIABILITY/PDM SERV	Electric Utility-Ops General	37,110.50
				Total for Payment No.:		37,110.50

Payment No: 727203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CALIF ENERGY RESOURCES CONSERVATION	00578167	4132	FY2526 FACILITY COMPLIANCE FEE	Electric Utility-Ops General	36,490.00
				Total for Payment No.:		36,490.00

Payment No: 727583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	20,418.02
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	5,650.01
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	36.22
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	10,074.92
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	36.22
2025-07-11	ORLAND UNIT WATER USERS ASSN.	00579212	2031JUN2025	YP2505 STONY CREEK HYDRO EXP	Electric Utility-Ops General	36.21
				Total for Payment No.:		36,251.60

Payment No: 033607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INFOSEND INC	00578779	286173	ELECTRIC - MARCH INSERT	Electric Utility-Ops Restrictd	29.30
2025-06-27	INFOSEND INC	00578779	286173	ELECTRIC - APRIL INSERT	Electric Utility-Ops Restrictd	2,420.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,449.79

Payment No: 727424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MESA ENERGY SYSTEMS, INC.	00579062	940026696	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	11,938.00
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578490	940026545	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	490.00
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578490	940026545	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	489.50
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578493	940027170	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	11,383.00
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578490	940026545	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	10,891.50
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578493	940027170	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	512.00
2025-06-27	MESA ENERGY SYSTEMS, INC.	00578493	940027170	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	512.00
				Total for Payment No.:		36,216.00

Payment No: 033555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WEST VALLEY CONSTRUCTION	00578104	191094	YP2410 WALSH & CORONADO 01672	Electric Utility-Construction	26,852.40
2025-06-20	WEST VALLEY CONSTRUCTION	00578104	191094	RETENTION 2004 YR1 INV 191094	Electric Utility-Construction	-1,342.62
2025-06-20	WEST VALLEY CONSTRUCTION	00578105	191095	YP2410 WALSH & CORONADO 06172C	Electric Utility-Construction	11,149.20
2025-06-20	WEST VALLEY CONSTRUCTION	00578105	191095	RETENTION 2004 YR1 INV 191095	Electric Utility-Construction	-557.46
				Total for Payment No.:		36,101.52

Payment No: 033548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRC	00578858	47058	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	1,986.75
2025-06-20	TRC	00578860	47091	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	1,586.66
2025-06-20	TRC	00578862	47183	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	1,356.25
2025-06-20	TRC	00578863	44382	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	689.42
2025-06-20	TRC	00578864	45283	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	550.98
2025-06-20	TRC	00578863	44382	ENGINEERING SERVICES AND TRAVE	Electric Utility-Construction	45.21
2025-06-20	TRC	00578865	45508	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	642.79
2025-06-20	TRC	00578879	45740	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	459.14
2025-06-20	TRC	00578880	46242	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	96.88
2025-06-20	TRC	00578881	46688	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	484.40
2025-06-20	TRC	00578882	47093	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	472.77
2025-06-20	TRC	00578877	46151	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	404.05
2025-06-20	TRC	00578949	44201	CHANGE ORDER 2: ADDITIONAL DES	Electric Utility-Construction	12,725.16
2025-06-20	TRC	00578861	47092	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	45.91
2025-06-20	TRC	00578859	47089	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	2,454.26
2025-06-20	TRC	00579009	47090R1	DEVELOP MATHCAD PRIME SETTING	Electric Utility-Construction	11,693.61
				Total for Payment No.:		35,694.24

Payment No: 727126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PERFORMANCE MECHANICAL, INC	00578409	156388	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	33,070.36
				Total for Payment No.:		33,070.36

Payment No: 033520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MITSUBISHI POWER AMERICAS, INC	00578901	80025645	PN#: VY-00493-900001 - VALVE S	Electric Utility-Ops General	21,346.49
2025-06-20	MITSUBISHI POWER AMERICAS, INC	00578901	80025645	PN#: VY-00493-900001 - VALVE S	Electric Utility-Ops General	10,673.24
				Total for Payment No.:		32,019.73

Payment No: 003815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-10	CAL PERS - PO BOX 1982	00580359	100000017945681	EMPLOYER/EMPLOYEE ADMIN FEE	Electric Utility-Ops General	500.00
2025-07-10	CAL PERS - PO BOX 1982	00580360	100000017945702	EMPLOYER/EMPLOYEE ARREARS	Electric Utility-Ops General	30,089.80
				Total for Payment No.:		30,589.80

Payment No: 033479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CALTROL	00578893	CD99226234	PN: 15A0384X022 BEARING REPLAC	Electric Utility-Ops General	3,022.59
2025-06-20	CALTROL	00578893	CD99226234	PN: 1K509827032 SPRING; SPRIN	Electric Utility-Ops General	1,206.25
2025-06-20	CALTROL	00578896	CD99226044	PN: 2E791902202 DIAPHRAGM; 30,	Electric Utility-Ops General	745.27
2025-06-20	CALTROL	00578891	CD99227819	PN: MTG-225-613036 DVC6200 MOU	Electric Utility-Ops General	2,372.88
2025-06-20	CALTROL	00578891	CD99227819	SHIPPING & HANDLING	Electric Utility-Ops General	14.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CALTROL	00578896	CD99226044	PN: DVC-3793-4346374 DVC6200	Electric Utility-Ops General	21,841.94
2025-06-20	CALTROL	00578897	CD99226024	SHIPPING & HANDLING	Electric Utility-Ops General	14.13
2025-06-20	CALTROL	00578896	CD99226044	SHIPPING & HANDLING	Electric Utility-Ops General	39.82
2025-06-20	CALTROL	00578897	CD99226024	PN: 2E791902202 DIAPHRAGM; 30,	Electric Utility-Ops General	149.05
				Total for Payment No.:		29,406.06

Payment No: 727090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DMC POWER INC	00578643	274176 RI	PART NUMBER: PLK2210D80E12 - B	Electric Utility-Construction	1,286.50
2025-06-13	DMC POWER INC	00578645	274020 RI	PART NUMBER: DB99-275-70 - FT	Electric Utility-Construction	3,742.22
2025-06-13	DMC POWER INC	00578646	273673 RI	PART NUMBER: PLK1000D80 - BUS	Electric Utility-Construction	4,282.07
2025-06-13	DMC POWER INC	00578646	273673 RI	PART NUMBER: PLK1600D4080 - BU	Electric Utility-Construction	5,076.80
2025-06-13	DMC POWER INC	00578647	273115 RI	PART NUMBER: PLK2610D80E1 - BU	Electric Utility-Construction	14,977.93
				Total for Payment No.:		29,365.52

Payment No: 033628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NALCO CO	00578813	6603441128	YP2506 FREIGHT SURCHARGE	Electric Utility-Ops General	216.36
2025-06-27	NALCO CO	00578813	6603441128	YP2506 TRADE SURCHARGE	Electric Utility-Ops General	1,348.47
2025-06-27	NALCO CO	00578813	6603441128	YP2506 PERMACLEAN# PC-11	Electric Utility-Ops General	3,852.11
2025-06-27	NALCO CO	00578813	6603441128	YP2506 FERRALYTE# 8131	Electric Utility-Ops General	5,030.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NALCO CO	00578813	6603441128	YP2506 3D TRASAR# 3DT179	Electric Utility-Ops General	9,811.07
2025-06-27	NALCO CO	00578813	6603441128	YP2506 3D TRASAR# 3DT120	Electric Utility-Ops General	8,059.96
				Total for Payment No.:		28,318.02

Payment No: 727466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STEPHENS MECHANICAL	00579051	5476	LABOR, SUBSISTENCE, AND EQUIPM	Electric Utility-Ops General	3,441.00
2025-06-27	STEPHENS MECHANICAL	00579050	5484	STRAIGHT TIME LABOR FOR TWO JO	Electric Utility-Ops General	18,560.00
2025-06-27	STEPHENS MECHANICAL	00579050	5484	OVERTIME LABOR FOR TWO JOURNEY	Electric Utility-Ops General	6,144.00
				Total for Payment No.:		28,145.00

Payment No: 033696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	EVERLINE COMPLIANCE, LLC	00579683	35639	YP2505 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
2025-07-11	EVERLINE COMPLIANCE, LLC	00579684	35374	YP2504 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
				Total for Payment No.:		28,046.90

Payment No: 033409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ANIXTER INC.	00578513	6396705-00	2Connector, Jaw Overlap Vise #	Electric Utility-Ops General	63.12
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connector, Brz Vise Clamps 2 C	Electric Utility-Ops General	91.93
2025-06-13	ANIXTER INC.	00578513	6396705-00	CONNECTOR BRONZE VISE JAWS OVE	Electric Utility-Ops General	159.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connector, Brz Vise Clamps 2	Electric Utility-Ops General	673.08
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connector, Aluminum & Bronze S	Electric Utility-Ops General	895.70
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connector, Aluminum & Bronze S	Electric Utility-Ops General	931.84
2025-06-13	ANIXTER INC.	00578513	6396705-00	CLAMP, HOT LINE, ALUMINUM Run	Electric Utility-Ops General	342.30
2025-06-13	ANIXTER INC.	00578513	6396705-00	CLAMP, HOT LINE ALUMINUM Run R	Electric Utility-Ops General	688.80
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connector, Aluminum & Bronze S	Electric Utility-Ops General	336.54
2025-06-13	ANIXTER INC.	00578361	6397079-00	TERMINAL, LUG, 1 HOLE PAD, SET	Electric Utility-Ops General	661.30
2025-06-13	ANIXTER INC.	00578367	6375911-02	BOLT, ALL THREAD, 3/4IN X 24IN	Electric Utility-Ops General	1,229.51
2025-06-13	ANIXTER INC.	00578364	6402921-00	CLAMP DEADEND, HOT LINE, 12 KV	Electric Utility-Ops General	1,283.31
2025-06-13	ANIXTER INC.	00578365	6391921-00	ARM, WOOD 8' LSP WITH BRACELES	Electric Utility-Ops General	19,707.98
2025-06-13	ANIXTER INC.	00578363	6389269-01	SHIELDING TAPE, SCOTCH BRAND 3	Electric Utility-Ops General	288.64
2025-06-13	ANIXTER INC.	00578364	6402921-00	CONNECTOR, LV, NON-TENSION, 25	Electric Utility-Ops General	293.33
2025-06-13	ANIXTER INC.	00578513	6396705-00	Connectors,Brz Vise Clamps 2	Electric Utility-Ops General	59.19
				Total for Payment No.:		27,706.07

Payment No: 727066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577791	0008399351-9	YP2504 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	201.35
2025-06-13	PG&E	00577791	0008399351-9	YP2504 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	27,049.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		27,251.32

Payment No: 033419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CLEAN POWER RESEARCH	00577899	10234	BASE SUB PWRCLK 4/10/25-4/9/26	Electric Utility-Ops Restrictd	12,975.00
2025-06-13	CLEAN POWER RESEARCH	00577899	10234	BASE SUB PWRCLK 4/10/25-4/9/26	Electric Utility-Ops Restrictd	12,975.00
				Total for Payment No.:		25,950.00

Payment No: 727218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FIRST SHIELD SECURITY AND	00578831	6269	Security at SCGTC	Electric Utility-Ops General	20,376.00
				Total for Payment No.:		20,376.00

Payment No: 727408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOHNSON CONTROLS FIRE	00579198	24228061	ANNUAL FIRE AND LIFE SAFETY IN	Electric Utility-Ops General	1,630.81
2025-06-27	JOHNSON CONTROLS FIRE	00579202	24425491	ANNUAL FIRE AND LIFE SAFETY IN	Electric Utility-Ops General	2,239.71
2025-06-27	JOHNSON CONTROLS FIRE	00579197	24194322	ANNUAL FIRE AND LIFE SAFETY IN	Electric Utility-Ops General	608.90
2025-06-27	JOHNSON CONTROLS FIRE	00579199	24287147	ANNUAL FIRE AND LIFE SAFETY IN	Electric Utility-Ops General	679.02
2025-06-27	JOHNSON CONTROLS FIRE	00579200	24424621	ANNUAL FIRE AND LIFE SAFETY IN	Electric Utility-Ops General	6,399.87
				Total for Payment No.:		11,558.31

Payment No: 727447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	SVP Lead Academy	Electric Utility-Ops General	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	SVP Lead Academy	Electric Utility-Ops General	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	SVP Lead Academy	Electric Utility-Ops General	266.64
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	SVP Lead Academy	Electric Utility-Ops General	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	SVP Lead Academy	Electric Utility-Ops General	167.08
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	SVP Lead Academy	Electric Utility-Ops General	166.88
				Total for Payment No.:		1,979.77

Payment No: 727240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	RTS RELIABILITY TESTING	00578898	185334	STONY GORGE RELIABILITY/PDM SE	Electric Utility-Ops General	5,078.00
2025-06-20	RTS RELIABILITY TESTING	00578960	185332	GIANERA GENERATING STATION REL	Electric Utility-Ops General	4,929.00
2025-06-20	RTS RELIABILITY TESTING	00578955	185384	DVR POWER PLANT RELIABILITY/PD	Electric Utility-Ops General	7,924.00
2025-06-20	RTS RELIABILITY TESTING	00578895	185333	BLACK BUTTE RELIABILITY/PDM SE	Electric Utility-Ops General	5,041.00
				Total for Payment No.:		22,972.00

Payment No: 033497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EVERLINE COMPLIANCE, LLC	00578237	32486	YP2402 OUT OF SCOPE CP SURVEY	Electric Utility-Ops General	2,113.00
2025-06-20	EVERLINE COMPLIANCE, LLC	00578239	34750	YP2502 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
2025-06-20	EVERLINE COMPLIANCE, LLC	00578241	34386	YP2412 ONE CALL SUPPORT	Electric Utility-Ops General	3,580.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EVERLINE COMPLIANCE, LLC	00578242	32487	YP2403 LABOR FOR DIG TICKETS	Electric Utility-Ops General	2,970.00
				Total for Payment No.:		22,686.45

Payment No: 727122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	PN: 382A1379P0001 UV FLAME DET	Electric Utility-Ops General	13,416.91
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	PN: 9392M95P04 PLUG, IGNITER	Electric Utility-Ops General	6,387.09
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	PN: 9610M50P02 NUT, SELF-LOCKI	Electric Utility-Ops General	138.04
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	PN: J04938 CABLE, SENSOR,FLAME	Electric Utility-Ops General	949.39
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	PN: P165659 ELEMENT ASSY,16 M	Electric Utility-Ops General	798.80
2025-06-13	OEM PARTS NETWORK INC	00578617	I97327	ESTMATED SHIPPING CHARGE PREPA	Electric Utility-Ops General	51.58
				Total for Payment No.:		21,741.81

Payment No: 033437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE ROCK CO #29145	00578524	2229110	SAND & BASE ROCK	Electric Utility-Construction	285.06
2025-06-13	GRANITE ROCK CO #29145	00578525	2229109	SAND & BASE ROCK	Electric Utility-Construction	1,177.81
2025-06-13	GRANITE ROCK CO #29145	00578284	2224440	SAND & BASE ROCK	Electric Utility-Construction	2,748.55
2025-06-13	GRANITE ROCK CO #29145	00578285	2224441	SAND & BASE ROCK	Electric Utility-Construction	385.11
2025-06-13	GRANITE ROCK CO #29145	00578288	2223388	SAND & BASE ROCK	Electric Utility-Construction	831.90
2025-06-13	GRANITE ROCK CO #29145	00578289	2227898	SAND & BASE ROCK	Electric Utility-Construction	2,189.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE ROCK CO #29145	00578290	2227899	SAND & BASE ROCK	Electric Utility-Construction	448.49
2025-06-13	GRANITE ROCK CO #29145	00578286	2226562	SAND & BASE ROCK	Electric Utility-Construction	438.90
2025-06-13	GRANITE ROCK CO #29145	00578287	2223387	SAND & BASE ROCK	Electric Utility-Construction	2,142.58
				Total for Payment No.:		10,647.77

Payment No: 033472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ANIXTER INC.	00578980	6342951-00	WIRE, GUY, 3/8IN GALV. STEEL,	Electric Utility-Ops General	1,276.76
2025-06-20	ANIXTER INC.	00578980	6342951-00	WIRE, GUY, 7/16IN GALV. STEEL,	Electric Utility-Ops General	1,680.53
2025-06-20	ANIXTER INC.	00578981	6402921-01	CONNECTOR #4ACSR FULL TENSION	Electric Utility-Ops General	311.55
2025-06-20	ANIXTER INC.	00578982	6392307-00	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility-Ops General	6,252.44
2025-06-20	ANIXTER INC.	00578978	6387394-00	SWITCH, METER, TEST BLOCK, 10	Electric Utility-Ops General	11,349.00
2025-06-20	ANIXTER INC.	00578979	6392307-01	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility-Ops General	419.04
				Total for Payment No.:		21,289.32

Payment No: 033504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HILL BROTHERS CHEMICAL CO	00578170	INV13120113	YP2502 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,982.43
2025-06-20	HILL BROTHERS CHEMICAL CO	00578172	INV13121135	YP2502 SUPERFUND EXCISE FEE	Electric Utility-Ops General	23.30
2025-06-20	HILL BROTHERS CHEMICAL CO	00578170	INV13120113	YP2502 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.52
2025-06-20	HILL BROTHERS CHEMICAL CO	00578171	INV13120843	YP2502 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,861.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HILL BROTHERS CHEMICAL CO	00578171	INV13120843	YP2502 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.13
2025-06-20	HILL BROTHERS CHEMICAL CO	00578172	INV13121135	YP2502 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,221.98
				Total for Payment No.:		21,133.75

Payment No: 727235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PENINSULA CRANE & RIGGING	00578261	10455R	YP2502 CRANE WORK T&D	Electric Utility-Ops General	6,562.00
2025-06-20	PENINSULA CRANE & RIGGING	00578262	10506	YP2503 CRANE WORK T&D	Electric Utility-Ops General	5,285.00
2025-06-20	PENINSULA CRANE & RIGGING	00578263	9388	YP2407 CRANE WORK T&D	Electric Utility-Ops General	3,845.00
2025-06-20	PENINSULA CRANE & RIGGING	00578264	9466	YP2407 CRANE WORK T&D	Electric Utility-Ops General	5,285.00
				Total for Payment No.:		20,977.00

Payment No: 727084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CRESCO EQUIPMENT RENTALS	00578302	6307637-0007	SUBSTATION EQUIPMENT RENTALS	Electric Utility-Ops General	359.40
2025-06-13	CRESCO EQUIPMENT RENTALS	00578531	6334706-0001	DVR 2025 SPRING OUTAGE RENTALS	Electric Utility-Ops General	18,060.19
2025-06-13	CRESCO EQUIPMENT RENTALS	00578532	6341202-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	69.57
2025-06-13	CRESCO EQUIPMENT RENTALS	00578537	6385895-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	95.08
2025-06-13	CRESCO EQUIPMENT RENTALS	00578538	6338305-0001	DVR 2025 SPRING OUTAGE RENTALS	Electric Utility-Ops General	2,353.83
				Total for Payment No.:		20,938.07

Payment No: 727219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FLO-LINE TECHNOLOGY INC	00578946	250428	PN: GMC4-ACT-KKF ISOCHEM GEARC	Electric Utility-Ops General	16,155.96
2025-06-20	FLO-LINE TECHNOLOGY INC	00578946	250428	PN: CXL050342A BALDOR MOTOR -	Electric Utility-Ops General	3,388.33
2025-06-20	FLO-LINE TECHNOLOGY INC	00578946	250428	ESTIMATED LTL GROUND	Electric Utility-Ops General	1,065.67
				Total for Payment No.:		20,609.96

Payment No: 727347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CBRE INC	00578649	ADV0012811	ASTM EPCA ESA ASSESSMENT	Electric Utility-Ops General	20,375.00
				Total for Payment No.:		20,375.00

Payment No: W25275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	HENKELS & MCCOY WEST	00578084	383245-RET	WT: RELEASE OF RETENTION 2451	Electric Utility-Construction	19,942.97
				Total for Payment No.:		19,942.97

Payment No: 033505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HOT LINE CONSTRUCTION, INC.	00578073	600593-RET	RELEASE OF RETENTION 2457	Electric Utility-Construction	19,902.87
				Total for Payment No.:		19,902.87

Payment No: 727246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SEL ENGINEERING SERVICES INC.	00578876	68052	SERVICES TO COMPLETE LOGIC DRA	Electric Utility-Construction	1,397.50
2025-06-20	SEL ENGINEERING SERVICES INC.	00578945	68053	ENGINEERING DESIGN FOR LOGIC D	Electric Utility-Construction	18,338.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		19,736.25

Payment No: 033592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EPM POWER & WATER SOLUTIONS	00579257	9107396	ENGINEERING SERVICES AND LABOR	Electric Utility-Construction	19,385.00
				Total for Payment No.:		19,385.00

Payment No: 727214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EQUINIX INC	00578168	100210668968	YP2506 SANTA CLARA IBX-SV2 FBR	Electric Utility-Ops General	18,510.51
				Total for Payment No.:		18,510.51

Payment No: 727391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GENERAL PACIFIC INC	00579359	1519502	CONNECTORS,BRZ VISE CLAMPS 2 C	Electric Utility-Ops General	225.89
2025-06-27	GENERAL PACIFIC INC	00579359	1519502	CONNECTOR, ALUMINUM & BRONZE S	Electric Utility-Ops General	1,282.22
2025-06-27	GENERAL PACIFIC INC	00579359	1519502	CLAMP, HOT LINE, ALUMINUM RUN	Electric Utility-Ops General	1,404.44
2025-06-27	GENERAL PACIFIC INC	00579123	1519289	CLAMP, HOT LINE ALUMINUM WITH	Electric Utility-Ops General	456.23
2025-06-27	GENERAL PACIFIC INC	00579125	1519496	BUS BAR EXTENSION 18 INCH DURH	Electric Utility-Ops General	13,097.62
2025-06-27	GENERAL PACIFIC INC	00579404	1519503	EYENUT, OVAL, 3/4IN TAPPED BOL	Electric Utility-Ops General	397.22
2025-06-27	GENERAL PACIFIC INC	00579405	1519891	LETTER PLATE, ALUMINUM, C 3-3/	Electric Utility-Ops General	1,379.34
				Total for Payment No.:		18,242.96

Payment No: 033551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	UNIQUE SCAFFOLD	00578953	9495	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	1,500.00
2025-06-20	UNIQUE SCAFFOLD	00578951	RI-10174	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	648.45
2025-06-20	UNIQUE SCAFFOLD	00578950	RI-10180	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	745.36
2025-06-20	UNIQUE SCAFFOLD	00578952	9515	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	13,110.00
2025-06-20	UNIQUE SCAFFOLD	00578954	9455	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	1,500.00
				Total for Payment No.:		17,503.81

Payment No: 727539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	APPLIED POWER TECHNOLOGIES	00579610	14720-03	2505 ENG SUPP PME APP SFTWR	Electric Utility-Ops General	16,850.00
				Total for Payment No.:		16,850.00

Payment No: 727088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DELL MARKETING LP	00578491	10814011384	PRECISION 5690 WORKSTATION - A	Electric Utility-Ops General	15,538.33
2025-06-13	DELL MARKETING LP	00578491	10814011384	PRECISION 5690 WORKSTATION - A	Electric Utility-Ops General	1,132.50
2025-06-13	DELL MARKETING LP	00578491	10814011384	ENVIRONMENTAL FEES	Electric Utility-Ops General	15.00
				Total for Payment No.:		16,685.83

Payment No: 033460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TRC	00578638	47002	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	6,267.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TRC	00578639	47042	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	10,346.12
				Total for Payment No.:		16,613.15

Payment No: 727332

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	APPLIED POWER TECHNOLOGIES	00579067	14720-02	2504 ENG SUPP PME APP SFTWR	Electric Utility-Ops General	16,250.00
				Total for Payment No.:		16,250.00

Payment No: 033652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SUNE W12DG-C LLC	00578623	EDP 104252	2505 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	16,050.36
				Total for Payment No.:		16,050.36

Payment No: 727113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INTELLIGENCE PRESS INC	00577881	May282025-36069	NGI SUBSCRIPT. 8/14/25-8/14/26	Electric Utility-Ops General	15,900.00
				Total for Payment No.:		15,900.00

Payment No: 727135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	REED & GRAHAM INC	00578292	105021	COLD MIX & BASE ROCK	Electric Utility-Construction	783.15
2025-06-13	REED & GRAHAM INC	00578293	106848	COLD MIX & BASE ROCK	Electric Utility-Construction	819.53
2025-06-13	REED & GRAHAM INC	00578294	105496	COLD MIX & BASE ROCK	Electric Utility-Construction	793.06
2025-06-13	REED & GRAHAM INC	00578297	106956	COLD MIX & BASE ROCK	Electric Utility-Construction	425.15

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	REED & GRAHAM INC	00578299	104571	COLD MIX & BASE ROCK	Electric Utility-Construction	29.24
2025-06-13	REED & GRAHAM INC	00578528	107822	COLD MIX & BASE ROCK	Electric Utility-Construction	987.95
				Total for Payment No.:		3,838.08

Payment No: 033532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PURETEC INDUSTRIAL WATER	00578107	2232972	YP2501 45 P POLISHER RENTAL	Electric Utility-Ops General	500.80
2025-06-20	PURETEC INDUSTRIAL WATER	00578108	2290366	YP2505 45 S STRONG BASE RENTAL	Electric Utility-Ops General	250.40
2025-06-20	PURETEC INDUSTRIAL WATER	00578108	2290366	YP2505 45 P POLISHER RENTAL	Electric Utility-Ops General	500.80
2025-06-20	PURETEC INDUSTRIAL WATER	00578107	2232972	YP2401 45 S STRONG BASE RENTAL	Electric Utility-Ops General	250.40
2025-06-20	PURETEC INDUSTRIAL WATER	00578106	2149074	YP2402 MOBILE TRAILER - DI 53'	Electric Utility-Ops General	8,192.00
2025-06-20	PURETEC INDUSTRIAL WATER	00578106	2149074	YP2402 COMMODITY SURCHARGE	Electric Utility-Ops General	760.00
2025-06-20	PURETEC INDUSTRIAL WATER	00578106	2149074	YP2402 PRORATED MOBILE TRAILER	Electric Utility-Ops General	2,640.00
2025-06-20	PURETEC INDUSTRIAL WATER	00578106	2149074	YP2402 ROUND TRIP MILEAGE	Electric Utility-Ops General	50.00
2025-06-20	PURETEC INDUSTRIAL WATER	00578107	2232972	YP2412 45 S STRONG BASE ANION	Electric Utility-Ops General	676.05
2025-06-20	PURETEC INDUSTRIAL WATER	00578107	2232972	YP2412 45 M MIXED BED FLOMAX T	Electric Utility-Ops General	1,352.10
2025-06-20	PURETEC INDUSTRIAL WATER	00578107	2232972	YP2412 PREVAILING WAGE SURCHAR	Electric Utility-Ops General	75.00
				Total for Payment No.:		15,247.55

Payment No: 727220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRAYBAR ELECTRIC	00578883	9342108919	FUJIKURA 90R FUSION SPLICER CA	Electric Utility-Construction	14,991.45
				Total for Payment No.:		14,991.45

Payment No: 033513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LEIDOS ENGINEERING, LLC	00579010	INV-0013995087	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	5,653.52
2025-06-20	LEIDOS ENGINEERING, LLC	00579011	INV-0013994278	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	2,806.48
2025-06-20	LEIDOS ENGINEERING, LLC	00579012	INV-0014018707	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	2,432.72
2025-06-20	LEIDOS ENGINEERING, LLC	00579013	INV-0014143250	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	3,906.32
				Total for Payment No.:		14,799.04

Payment No: 033496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EVERLINE COMPLIANCE, LLC	00578238	35052	YP2503 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
				Total for Payment No.:		14,023.45

Payment No: 033410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ATLAS COPCO RENTAL	00578539	1421202-0025	ADDITIONAL RENTAL SERVICES (TH	Electric Utility-Ops General	14,000.74
				Total for Payment No.:		14,000.74

Payment No: 727575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INK THE DEAL SEMINARS LLC	00578988	42070JUN2025	CONTRACT TRAINING JUN2025	Electric Utility-Ops	13,756.45

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		13,756.45

Payment No: 033653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Silicon Valley Power	Electric Utility-Ops General	5.91
				Total for Payment No.:		5.91

Payment No: 727464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SEL ENGINEERING SERVICES INC.	00579077	69974	ENGINEERING DESIGN FOR LOGIC D	Electric Utility-Construction	8,057.75
2025-06-27	SEL ENGINEERING SERVICES INC.	00579077	69974	UPDATES TO SEL-311L LINE CURRE	Electric Utility-Construction	4,662.25
				Total for Payment No.:		12,720.00

Payment No: 033428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ENERGYORBIT	00577734	INV1165	FY2504 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	5,967.37
2025-06-13	ENERGYORBIT	00577734	INV1165	FY2504 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	5,967.38
				Total for Payment No.:		11,934.75

Payment No: 727445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PIVOT INTERIORS	00579499	PJIN-000115043	MARCH 2025 STORAGE FEES FOR 88	Electric Utility-Ops General	716.14
2025-06-27	PIVOT INTERIORS	00579499	PJIN-000115043	APRIL 2025 STORAGE FEES FOR 88	Electric Utility-Ops General	716.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PIVOT INTERIORS	00579499	PJIN-000115043	MAY 2025 STORAGE FEES FOR 881	Electric Utility-Ops General	716.13
2025-06-27	PIVOT INTERIORS	00579497	PJIN-000114987	FEBRUARY 2025 STORAGE FEES FOR	Electric Utility-Ops General	821.71
2025-06-27	PIVOT INTERIORS	00579497	PJIN-000114987	MARCH 2025 STORAGE FEES FOR 17	Electric Utility-Ops General	2,470.86
2025-06-27	PIVOT INTERIORS	00579499	PJIN-000115043	FEBRUARY 2025 STORAGE FEES FOR	Electric Utility-Ops General	319.19
2025-06-27	PIVOT INTERIORS	00579497	PJIN-000114987	MAY 2025 STORAGE FEES FOR 1705	Electric Utility-Ops General	2,673.56
2025-06-27	PIVOT INTERIORS	00579497	PJIN-000114987	APRIL 2025 STORAGE FEES FOR 17	Electric Utility-Ops General	2,673.57
				Total for Payment No.:		11,107.29

Payment No: 727124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PACIFIC BELL	00577878	SCJuly2023-June2024	JOINTUSE POLE RENT JUL23-JUN24	Electric Utility-Ops General	11,227.86
				Total for Payment No.:		11,227.86

Payment No: 033597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GEXPRO	00579524	S142188449.003	SEAL, DEMAND RESET, SNAP-LOCK	Electric Utility-Ops General	1,293.10
2025-06-27	GEXPRO	00579524	S142188449.003	SHIPPING FOR PO 31268	Electric Utility-Ops General	113.90
2025-06-27	GEXPRO	00579525	S142188449.001	SEAL, METER RING, CLEAR BODY W	Electric Utility-Ops General	9,335.55
2025-06-27	GEXPRO	00579525	S142188449.001	SHIPPING FOR PO 31268	Electric Utility-Ops General	374.59
				Total for Payment No.:		11,117.14

Payment No: 727491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	VERIZON WIRELESS	00578634	6114332537	2505 CELL PHONE SERVICE	Electric Utility-Ops General	10,238.51
				Total for Payment No.:		10,238.51

Payment No: 727190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578058	0008397678-7	2505 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
2025-06-20	PG&E	00578061	0008397679-5	2505 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		9,831.75

Payment No: 727200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AT&T CALNET	00578220	000023524732	2505 BAN: 9391015175	Electric Utility-Ops General	9,094.24
2025-06-20	AT&T CALNET	00578222	000023524852	2505 BAN 9391023721	Electric Utility-Ops General	722.13
				Total for Payment No.:		9,816.37

Payment No: 727314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578401	0008409162-8	YP2505 GRIZZ PROJ 15% COO	Electric Utility-Ops General	9,758.00
				Total for Payment No.:		9,758.00

Payment No: 727250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TEXAS TRANSMITTER SHOP INC	00578985	110643	PN: 3051CD3A22A1AM5 PRESSURE T	Electric Utility-Ops General	4,100.00
2025-06-20	TEXAS TRANSMITTER SHOP INC	00578985	110643	ESTIMATED FREIGHT CHARGES	Electric Utility-Ops General	165.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TEXAS TRANSMITTER SHOP INC	00578985	110643	PN: 3051CG1A02A1AH2B1E5L4Q4M6R	Electric Utility-Ops General	2,750.00
2025-06-20	TEXAS TRANSMITTER SHOP INC	00578985	110643	PN: 3051S2TG2A2E11A1AM5 SCALAB	Electric Utility-Ops General	2,350.00
				Total for Payment No.:		9,365.00

Payment No: 033480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CARAHSOFT TECHNOLOGY CORP	00578851	IN1961860	SOLARWINDS WEB HELP DESK - ADD	Electric Utility-Ops General	9,051.30
				Total for Payment No.:		9,051.30

Payment No: 033432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GARDENLAND POWER EQUIPMENT	00577740	1172099	BACKPACK BLOWERS & BATTERIES	Electric Utility-Ops Restrictd	9,040.30
				Total for Payment No.:		9,040.30

Payment No: 727442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	SVP ROBERTS	Electric Utility-Ops General	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	SVP MARTIN	Electric Utility-Ops General	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	SVP DUANE	Electric Utility-Ops General	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	SVP DUANE	Electric Utility-Ops General	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	SVP ROBERTS	Electric Utility-Ops General	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	SVP MARTIN	Electric Utility-Ops General	61.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		369.24

Payment No: 727072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	PN: L43416P02 SENSOR	Electric Utility-Ops General	7,975.00
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	PN: MS9557-09 BOLT	Electric Utility-Ops General	50.00
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	PN: 1337M46P03 GASKET	Electric Utility-Ops General	40.00
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	PN: 9011M60P01 GASKET	Electric Utility-Ops General	240.00
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	PN# 9628M16P02 BOLT	Electric Utility-Ops General	33.00
2025-06-13	AERODERIVATIVE GAS TURBINE	00578301	I82424	ESTIMATED FREIGHT CHARGES	Electric Utility-Ops General	155.00
				Total for Payment No.:		8,493.00

Payment No: 727221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578902	90464928	PN: 02250181-422 LUBT, SULLUBE	Electric Utility-Ops General	1,927.15
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578902	90464928	FREIGHT	Electric Utility-Ops General	80.04
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578903	90477435	FREIGHT	Electric Utility-Ops General	20.58
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578902	90464928	PN: 02250106-791 KIT, SEP ELEM	Electric Utility-Ops General	2,001.35
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578903	90477435	PN: 250031-245 KIT, FILTER FLO	Electric Utility-Ops General	525.98
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578903	90477435	PN: 02250129-175 KIT, FLTR AUT	Electric Utility-Ops General	985.40
2025-06-20	HITACHI GLOBAL AIR POWER US LLC	00578903	90477435	PN: 02250194-922 ELEM, GEN PUR	Electric Utility-Ops General	2,717.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8,257.71

Payment No: 727091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DRAKE CONTROLS - WEST, LLC	00578535	RI0010164	ENVIRONMENTAL CHARGE	Electric Utility-Ops General	50.00
2025-06-13	DRAKE CONTROLS - WEST, LLC	00578535	RI0010164	KIT-EG3 REPAIR (8924-221)	Electric Utility-Ops General	180.53
2025-06-13	DRAKE CONTROLS - WEST, LLC	00578535	RI0010164	PLUNGER-P.V	Electric Utility-Ops General	4,121.60
2025-06-13	DRAKE CONTROLS - WEST, LLC	00578535	RI0010164	OUTGOING FREIGHT FEDEX PRIORIT	Electric Utility-Ops General	780.00
2025-06-13	DRAKE CONTROLS - WEST, LLC	00578535	RI0010164	SHOP HOURS FOR HYDRAULIC GOVER	Electric Utility-Ops General	2,784.00
				Total for Payment No.:		7,916.13

Payment No: 033650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STAPLES ADVANTAGE	00579506	7005541858-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	16.94
2025-06-27	STAPLES ADVANTAGE	00579506	7005541858-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	375.08
2025-06-27	STAPLES ADVANTAGE	00579506	7005541858-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	106.03
2025-06-27	STAPLES ADVANTAGE	00579504	7005541858-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	27.39
2025-06-27	STAPLES ADVANTAGE	00579505	7005541858-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	317.58
2025-06-27	STAPLES ADVANTAGE	00579441	7005718606-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	329.25
2025-06-27	STAPLES ADVANTAGE	00579442	7005718606-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	299.90
				Total for Payment No.:		1,472.17

Payment No: 727359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CONGRUITIVE	00579195	CONGRU-AM2024-013	RIG MAINTENANCE 2024, PRODUCT	Electric Utility-Ops General	7,800.00
				Total for Payment No.:		7,800.00

Payment No: 033705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INTEL CORP - SANTA CLARA	00578249	R25-SLR-0032	LTG REBATE; ACT 64118-07	Electric Utility-Ops Restrictd	7,798.35
				Total for Payment No.:		7,798.35

Payment No: 033661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNIQUE SCAFFOLD	00579356	10165	FLATBED TRUCK FEE	Electric Utility-Ops General	100.00
2025-06-27	UNIQUE SCAFFOLD	00579356	10165	MILEAGE FOR FOUR ONE-WAY TRIPS	Electric Utility-Ops General	112.00
2025-06-27	UNIQUE SCAFFOLD	00579358	RI-10459	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	418.11
2025-06-27	UNIQUE SCAFFOLD	00579356	10165	STANDARD LABOR FOR INSTALLATIO	Electric Utility-Ops General	3,500.00
2025-06-27	UNIQUE SCAFFOLD	00579356	10165	TRAVEL TIME TO INSTALL/DISMANT	Electric Utility-Ops General	170.00
2025-06-27	UNIQUE SCAFFOLD	00579329	9735	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	750.00
2025-06-27	UNIQUE SCAFFOLD	00579330	9737	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	2,628.00
				Total for Payment No.:		7,678.11

Payment No: 727396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GUIDEHOUSE INC	00579033	0100097912	2505 NERC O&P & CIP SERVICES	Electric Utility-Ops General	7,627.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,627.12

Payment No: 727358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CONCENTRA MEDICAL CENTERS	00574251	85431866	PHYSICAL EXAMINATION	Electric Utility-Ops General	47.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574253	86029901	PHYSICAL EXAMINATION	Electric Utility-Ops General	95.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination	Electric Utility-Ops General	50.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578354	86802364	Physical Examination	Electric Utility-Ops General	95.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578777	87019416	Physical Examination	Electric Utility-Ops General	50.00
				Total for Payment No.:		337.00

Payment No: 033600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	PROMPT PAY DISCOUNT	Electric Utility-Construction	-52.99
2025-06-27	GRANITE ROCK CO #29145	00579393	2230288	SAND & BASE ROCK	Electric Utility-Construction	451.88
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	PROMPT PAY DISCOUNT	Electric Utility-Construction	-7.11
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	SAND & BASE ROCK	Electric Utility-Construction	144.78
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	SAND & BASE ROCK	Electric Utility-Construction	3,161.17
				Total for Payment No.:		3,697.73

Payment No: 727328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AMERESCO	00579064	80296	2505 ENERGY(LAFAYETT LF GAS)	Electric Utility-Ops General	7,193.00
				Total for Payment No.:		7,193.00

Payment No: 727252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	UNIVAR SOLUTIONS USA INC	00578133	53010339	YP2505 CALIFORNIA MILL FEE	Electric Utility-Ops General	68.06
2025-06-20	UNIVAR SOLUTIONS USA INC	00578135	53035231	YP2505 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,713.12
2025-06-20	UNIVAR SOLUTIONS USA INC	00578135	53035231	YP2505 CALIFORNIA MILL FEE	Electric Utility-Ops General	68.51
2025-06-20	UNIVAR SOLUTIONS USA INC	00578243	53048619	YP2505 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	1,603.05
2025-06-20	UNIVAR SOLUTIONS USA INC	00578243	53048619	YP2505 CALIFORNIA MILL FEE	Electric Utility-Ops General	40.47
2025-06-20	UNIVAR SOLUTIONS USA INC	00578133	53010339	YP2505 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,695.39
				Total for Payment No.:		7,188.60

Payment No: 033604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HILL BROTHERS CHEMICAL CO	00579053	INV13122750	YP2503 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,861.45
2025-06-27	HILL BROTHERS CHEMICAL CO	00579053	INV13122750	YP2503 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.13
				Total for Payment No.:		6,883.58

Payment No: 033531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	POWER SYSTEMS OPERATIONS	00578231	1894	2504 VERA VALIDATION UPDATES	Electric Utility-Ops General	6,750.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		6,750.69

Payment No: 727205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CONCENTRA MEDICAL CENTERS	00578257	86512577	Physical Examination	Electric Utility-Ops General	145.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578257	86512577	Physical Examination	Electric Utility-Ops General	100.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578103	86730428	Physical Examination	Electric Utility-Ops General	50.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578269	86946766	Physical Examination	Electric Utility-Ops General	95.00
				Total for Payment No.:		390.00

Payment No: 033638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PFM FINANCIAL ADVISORS, LLC	00579031	136490	FINANCIAL ADVISORY SERVICES	Electric Utility-Ops General	6,665.00
				Total for Payment No.:		6,665.00

Payment No: 727587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PG&E	00579616	0008407570-4	2506 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 033703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GRID SUBJECT MATTER EXPERTS, LLC	00579611	20450	2505 ONGOING CIP ACTIVITIES	Electric Utility-Ops General	5,750.00
				Total for Payment No.:		5,750.00

Payment No: 033695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	EVERLINE COMPLIANCE, LLC	00579208	35876	YP2302 PIPELINE TECHNICIAN OT	Electric Utility-Ops General	382.50
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 PIPELINE TECHNICIAN OT	Electric Utility-Ops General	318.75
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	636.50
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 HOTEL REIMBURSEMENT	Electric Utility-Ops General	161.01
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 HOTEL REIMBURSEMENT	Electric Utility-Ops General	144.39
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 PER DIEM (F&L)	Electric Utility-Ops General	111.00
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 PER DIEM (M&IE)	Electric Utility-Ops General	148.00
2025-07-11	EVERLINE COMPLIANCE, LLC	00579208	35876	YP2302 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	209.00
2025-07-11	EVERLINE COMPLIANCE, LLC	00579208	35876	YP2302 HOTEL REIMBURSEMENT	Electric Utility-Ops General	173.13
2025-07-11	EVERLINE COMPLIANCE, LLC	00579208	35876	YP2302 PIPELINE LOCATING INSTR	Electric Utility-Ops General	75.00
2025-07-11	EVERLINE COMPLIANCE, LLC	00579209	35878	YP2310 PIPELINE TECHNICIAN	Electric Utility-Ops General	2,635.00
2025-07-11	EVERLINE COMPLIANCE, LLC	00579208	35876	YP2302 PIPELINE TECHNICIAN	Electric Utility-Ops General	680.00
				Total for Payment No.:		5,674.28

Payment No: 727207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CORMETECH INC	00578964	0000013955	FREIGHT	Electric Utility-Ops General	60.00
2025-06-20	CORMETECH INC	00578964	0000013955	PN: 23-001 REPLACEMENT SAMPLE	Electric Utility-Ops General	5,400.00
				Total for Payment No.:		5,460.00

Payment No: 727425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	METRIX INSTRUMENT CO., L.P.	00579048	CD99193170	FREIGHT	Electric Utility-Ops General	29.23
2025-06-27	METRIX INSTRUMENT CO., L.P.	00579048	CD99193170	PN: 440 ELECTRONIC VIBRATION S	Electric Utility-Ops General	5,015.39
				Total for Payment No.:		5,044.62

Payment No: 033702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GRANITE ROCK CO #29145	00579980	2234190	SAND & ROCK BASE	Electric Utility-Construction	1,267.35
2025-07-11	GRANITE ROCK CO #29145	00579977	2232871	SAND & BASE ROCK	Electric Utility-Construction	1,240.35
				Total for Payment No.:		2,507.70

Payment No: 727609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	UNIVAR SOLUTIONS USA INC	00579370	53109832	YP2506 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,340.73
2025-07-11	UNIVAR SOLUTIONS USA INC	00579370	53109832	YP2506 CALIFORNIA MILL FEE	Electric Utility-Ops General	59.10
2025-07-11	UNIVAR SOLUTIONS USA INC	00579681	53124635	YP2506 CALIFORNIA MILL FEE	Electric Utility-Ops General	62.68
2025-07-11	UNIVAR SOLUTIONS USA INC	00579681	53124635	YP2506 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,482.60
				Total for Payment No.:		4,945.11

Payment No: 727161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YORKE ENGINEERING LLC	00578534	44238	AIR QUALITY SUPPORT - COMPLIAN	Electric Utility-Ops General	4,838.75
				Total for Payment No.:		4,838.75

Payment No: 033430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	EVOQUA WATER TECHNOLOGIES LLC	00578307	907037380	PN: W2T949568 HEAD ASSEMBLY, 8	Electric Utility-Ops General	3,576.90
2025-06-13	EVOQUA WATER TECHNOLOGIES LLC	00578307	907037380	PN: W2T186069 SADDLE, PIPE RBR	Electric Utility-Ops General	944.41
2025-06-13	EVOQUA WATER TECHNOLOGIES LLC	00578307	907037380	ESTIMATED FREIGHT	Electric Utility-Ops General	269.31
				Total for Payment No.:		4,790.62

Payment No: 033579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CINTAS FIRE PROTECTION #F44	00579432	0F44847918	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	3,095.26
2025-06-27	CINTAS FIRE PROTECTION #F44	00579432	0F44847918	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	1,653.44
				Total for Payment No.:		4,748.70

Payment No: 727488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNIVAR SOLUTIONS USA INC	00579059	53088503	YP2506 CALIFORNIA MILL FEE	Electric Utility-Ops General	53.29
2025-06-27	UNIVAR SOLUTIONS USA INC	00579059	53088503	YP2506 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,110.20
2025-06-27	UNIVAR SOLUTIONS USA INC	00578377	53070661	YP2506 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,432.94
2025-06-27	UNIVAR SOLUTIONS USA INC	00578377	53070661	YP2506 CALIFORNIA MILL FEE	Electric Utility-Ops General	61.43
				Total for Payment No.:		4,657.86

Payment No: 033506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ICE US OTC COMMODITY MARKETS LLC	00578230	0525000868088	2505 ENERGY BROKER COMMISSION	Electric Utility-Ops General	4,650.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		4,650.00

Payment No: 033469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578205	SC-11403	RECYCLING CREDIT CK#8585	Electric Utility-Ops General	-278.12
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578207	SC-11402	RECYCLING CREDIT CK#8584	Electric Utility-Ops General	-417.18
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578204	640093	2505 HAZ WASTE REMOVAL 5/14	Electric Utility-Ops General	1,159.20
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578208	SC-11401	RECYCLING CREDIT CK#8583	Electric Utility-Ops General	-271.32
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578214	SC-11396	RECYCLING CREDIT CK#8561	Electric Utility-Ops General	-231.84
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578209	SC-11400	RECYCLING CREDIT CK#8582	Electric Utility-Ops General	-406.98
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578210	SC-11399	RECYCLING CREDIT CK#8559	Electric Utility-Ops General	-368.20
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578211	SC-11398	RECYCLING CREDIT CK#8558	Electric Utility-Ops General	-552.30
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578213	SC-11397	RECYCLING CREDIT CK#8560	Electric Utility-Ops General	-347.76
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578215	640097	2505 HAZ WASTE REMOVAL 5/7	Electric Utility-Ops General	1,159.20
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578218	641012	2504 HAZ WASTE REMOVAL 4/30	Electric Utility-Ops General	1,982.40
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578203	635135	2504 HAZ WASTE REMOVAL 4/16	Electric Utility-Ops General	2,751.04
2025-06-20	ADVANCED CHEMICAL TRANSPORT	00578203	635135	2504 HAZ WASTE REMOVAL 4/16 T	Electric Utility-Ops General	226.98
				Total for Payment No.:		4,405.12

Payment No: 727373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DELL MARKETING LP	00579471	10818256750	ENVIRONMENTAL FEE	Electric Utility-Ops General	80.00
2025-06-27	DELL MARKETING LP	00579471	10818256750	DELL ULTRASHARP 24 MONITOR - U	Electric Utility-Ops General	4,124.75
				Total for Payment No.:		4,204.75

Payment No: 727393

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GLOBAL RENTAL CO	00578414	30509557	YP2506 2020 FRGHTLINER M2-106	Electric Utility-Ops General	4,146.75
				Total for Payment No.:		4,146.75

Payment No: 033418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CINTAS CORP #630	00578504	4226020013	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578505	4225332083	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578503	4226844836	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578500	4229062994	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578501	4228323738	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578492	4231427328	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	845.26
2025-06-13	CINTAS CORP #630	00578502	4227536434	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578498	4231266456	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578499	4230523128	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578497	4231426969	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	129.63

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CINTAS CORP #630	00578496	4231427386	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	345.52
2025-06-13	CINTAS CORP #630	00578506	4223878399	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578507	4224636576	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
2025-06-13	CINTAS CORP #630	00578508	4229763937	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	191.77
				Total for Payment No.:		3,429.88

Payment No: 033398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TRITON MUSEUM OF ART	00577902	2887MAY2025A	STRATEGIC ENRG MGT MILESTON	Electric Utility-Ops Restrictd	4,000.00
				Total for Payment No.:		4,000.00

Payment No: 727019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA UNIFIED SCHOOL DIST	00577903	2480MAY2025	STRATEGIC ENGR MGT MILESTONE	Electric Utility-Ops Restrictd	4,000.00
				Total for Payment No.:		4,000.00

Payment No: 033434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRAINGER-SAN JOSE	00578512	9513807660	COATED GLOVES: SMALL SMOOTH, W	Electric Utility-Ops General	84.34
				Total for Payment No.:		84.34

Payment No: 727441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PERFORMANCE MECHANICAL, INC	00579259	250065-01	MATERIALS	Electric Utility-Ops General	80.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PERFORMANCE MECHANICAL, INC	00579259	250065-01	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	3,807.85
				Total for Payment No.:		3,888.43

Payment No: 003797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Electric Utility-Construction	10.77
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Electric Utility-Ops General	1,697.63
				Total for Payment No.:		1,708.40

Payment No: 727144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SOUTHERN COUNTIES LUBRICANTS LLC	00577804	343146	YP2505 CHEVRON GST 32	Electric Utility-Ops General	3,703.76
2025-06-13	SOUTHERN COUNTIES LUBRICANTS LLC	00577804	343146	YP2505 DRUM CLEANING FEE	Electric Utility-Ops General	42.40
2025-06-13	SOUTHERN COUNTIES LUBRICANTS LLC	00577804	343146	YP2505 FUEL SURCHARGE	Electric Utility-Ops General	10.83
2025-06-13	SOUTHERN COUNTIES LUBRICANTS LLC	00577804	343146	YP2505 ENVIRONMENTAL SURCHARGE	Electric Utility-Ops General	14.13
2025-06-13	SOUTHERN COUNTIES LUBRICANTS LLC	00577804	343146	YP2505 DRUMS DELIVERED FEE	Electric Utility-Ops General	60.00
				Total for Payment No.:		3,831.12

Payment No: 727194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AMERICAN TEXTILE & SUPPLY INC	00578910	129279	RAGS, TERI-CLOTH, APPROX. 15IN	Electric Utility-Ops General	3,819.38
				Total for Payment No.:		3,819.38

Payment No: 033502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRAINGER-SAN JOSE	00578053	9487566169	YP2504 3PVT4 PERSONAL EYE WASH	Electric Utility-Ops General	29.45
				Total for Payment No.:		29.45

Payment No: 033473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ASPEN ENVIRONMENTAL GROUP	00578839	3513.005-10	ASSIST SVP STAFF WITH ELECTRIC	Electric Utility-Ops General	3,668.37
				Total for Payment No.:		3,668.37

Payment No: 033427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ELECTRICAL MAINTENANCE	00578408	25-4855-2R	CHANGE ORDER 1: LOCKING PLATES	Electric Utility-Ops General	2,097.83
2025-06-13	ELECTRICAL MAINTENANCE	00578408	25-4855-2R	CHANGE ORDER 1: HARDWARE	Electric Utility-Ops General	1,292.52
				Total for Payment No.:		3,390.35

Payment No: 033545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	THERMO ENVIRONMENTAL	00578900	565473	PN: 116902-94 42iQLS PMT COOLE	Electric Utility-Ops General	3,210.46
2025-06-20	THERMO ENVIRONMENTAL	00578900	565473	FREIGHT CHARGE	Electric Utility-Ops General	22.39
				Total for Payment No.:		3,232.85

Payment No: 727586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PG&E	00579615	0008407571-2	2506 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 727065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577789	0008399382-4	YP2504 GRIZZ PROJ 15% COO	Electric Utility-Ops General	3,142.86
				Total for Payment No.:		3,142.86

Payment No: 727412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KONE INC	00578339	871703546	SVP DUANE	Electric Utility-Ops General	130.79
				Total for Payment No.:		130.79

Payment No: 033590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELECTRICAL MAINTENANCE	00579254	25-4860-3	LABOR AND REIMBURSABLE EXPENSE	Electric Utility-Ops General	3,126.00
				Total for Payment No.:		3,126.00

Payment No: 033710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579983	48728139	DEMURRAGE	Electric Utility-Ops General	1,216.58
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579984	50470032	DEMURRAGE	Electric Utility-Ops General	1,321.08
				Total for Payment No.:		2,537.66

Payment No: 727131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PRO SAFETY & RESCUE, INC	00578308	159403	EBA ANNUAL INSPECTION: VISUAL	Electric Utility-Ops General	504.00
2025-06-13	PRO SAFETY & RESCUE, INC	00578308	159403	HYDRO TEST	Electric Utility-Ops General	597.41
2025-06-13	PRO SAFETY & RESCUE, INC	00578308	159403	TECH HOURLY RATE - PORTAL TO	Electric Utility-Ops	840.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				P	General	
2025-06-13	PRO SAFETY & RESCUE, INC	00578308	159403	MILEAGE/FUEL SURCHARGE - PORTA	Electric Utility-Ops General	1,008.00
2025-06-13	PRO SAFETY & RESCUE, INC	00578308	159403	EBA BOTTLE REFILL	Electric Utility-Ops General	150.00
				Total for Payment No.:		3,099.41

Payment No: 033471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL IND SM OXYGEN	Electric Utility-Ops General	94.24
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL ALM LG EPA MIX	Electric Utility-Ops General	1,722.20
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL IND SM ACETYLN	Electric Utility-Ops General	120.28
2025-06-20	AIRGAS USA, LLC	00578114	9161615547	YP2505 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL IND LG ACETYLN	Electric Utility-Ops General	60.14
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL IND LG OXYGEN	Electric Utility-Ops General	51.46
2025-06-20	AIRGAS USA, LLC	00578114	9161615547	YP2505 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-06-20	AIRGAS USA, LLC	00578114	9161615547	YP2505 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-06-20	AIRGAS USA, LLC	00578114	9161615547	YP2505 FUEL CHARGE FLAT	Electric Utility-Ops General	14.19
2025-06-20	AIRGAS USA, LLC	00578114	9161615547	YP2505 EP 90PPM NC/90PPM CM/NI	Electric Utility-Ops General	601.86
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 RENT CYL SPEC LG OTHER	Electric Utility-Ops General	189.10
2025-06-20	AIRGAS USA, LLC	00578123	5517037321	YP2505 HAZMAT	Electric Utility-Ops General	25.00
				Total for Payment No.:		3,017.72

Payment No: 727102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GLOBAL RENTAL CO	00577785	30482192	YP2506 2019 FORD F550	Electric Utility-Ops General	2,962.74
				Total for Payment No.:		2,962.74

Payment No: 727212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DOBLE ENGINEERING CO	00579005	PSI11021697	FREIGHT	Electric Utility-Ops General	105.21
2025-06-20	DOBLE ENGINEERING CO	00579005	PSI11021697	GAS CYLINDER CALIBRATION KIT M	Electric Utility-Ops General	2,733.58
				Total for Payment No.:		2,838.79

Payment No: 727185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578109	5918427025-0 MAY2025	YP2505 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	2,671.82
				Total for Payment No.:		2,671.82

Payment No: 727385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FEDEX FREIGHT INC	00579028	881198386950	YP2505 FREIGHT CHARGES	Electric Utility-Ops General	720.86
2025-06-27	FEDEX FREIGHT INC	00578815	289209364436	YP2505 FREIGHT CHARGES	Electric Utility-Ops General	234.53
2025-06-27	FEDEX FREIGHT INC	00578420	881368710310	YP2505 FREIGHT CHARGES	Electric Utility-Ops General	1,704.10
				Total for Payment No.:		2,659.49

Payment No: 727612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	VERIZON WIRELESS	00579609	6115535441	2505 M2M CHARGES	Electric Utility-Ops	2,526.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		2,526.32

Payment No: 727236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PERFORMANCE MECHANICAL, INC	00578962	250078-01	LABOR AND EQUIPMENT FOR BOILER	Electric Utility-Ops General	2,500.30
				Total for Payment No.:		2,500.30

Payment No: 727426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MIGUEL MATEOS	00578321	0230	WATER HEAT PUMP RBT 35001-01	Electric Utility-Ops Restrictd	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 727351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CHRISTOPHER KUBOTA	00578316	0178	HEAT WATER PUMP RBT #24037-02	Electric Utility-Ops Restrictd	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 727367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	D&M TRAFFIC SERVICES	00579236	575463	PAINT, MARKING, FLOURESCENT OR	Electric Utility-Ops General	491.06
				Total for Payment No.:		491.06

Payment No: 727404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INTER DISPOSAL CORP OF CA	00578558	5127-000042177	TIMBER/TREATED/OLD POLES	Electric Utility-Construction	2,253.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,253.19

Payment No: 727209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DELL MARKETING LP	00578849	10816718205	LAPTOP 16 TAXABLE PORTION	Electric Utility-Ops General	1,830.72
2025-06-20	DELL MARKETING LP	00578849	10816718205	LAPTOP 16 NON TAXABLE PORTION	Electric Utility-Ops General	366.98
2025-06-20	DELL MARKETING LP	00578849	10816718205	ENVIRONMENTAL FEE	Electric Utility-Ops General	5.00
				Total for Payment No.:		2,202.70

Payment No: 727081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CONCENTRA MEDICAL CENTERS	00577948	86374779	Physical Examination	Electric Utility-Ops General	95.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination	Electric Utility-Ops General	50.00
				Total for Payment No.:		145.00

Payment No: 033578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CINTAS CORP #630	00579036	4232025177	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	129.63
2025-06-27	CINTAS CORP #630	00579037	4232025551	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	345.52
2025-06-27	CINTAS CORP #630	00579458	4232887085	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	843.61
				Total for Payment No.:		1,318.76

Payment No: 033560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AIRGAS USA, LLC	00579023	9162108410	YP2506 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-06-27	AIRGAS USA, LLC	00579023	9162108410	YP2506 FUEL CHARGE FLAT	Electric Utility-Ops General	13.86
2025-06-27	AIRGAS USA, LLC	00579023	9162108410	YP2506 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
2025-06-27	AIRGAS USA, LLC	00579023	9162108410	YP2506 EP 9PPM CM/9PPM NC/NI	Electric Utility-Ops General	587.55
2025-06-27	AIRGAS USA, LLC	00579023	9162108410	YP2506 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-06-27	AIRGAS USA, LLC	00578418	5517037545	YP2505 RENT CYL IND LG ACETYLN	Electric Utility-Ops General	240.56
2025-06-27	AIRGAS USA, LLC	00578418	5517037545	YP2505 HAZMAT	Electric Utility-Ops General	25.00
2025-06-27	AIRGAS USA, LLC	00578419	5516330690	YP2504 RENT CYL IND LG ACETYLN	Electric Utility-Ops General	232.80
2025-06-27	AIRGAS USA, LLC	00578419	5516330690	YP2504 RENT CYL IND LG OXYGEN	Electric Utility-Ops General	398.40
2025-06-27	AIRGAS USA, LLC	00578419	5516330690	YP2504 HAZMAT	Electric Utility-Ops General	25.00
2025-06-27	AIRGAS USA, LLC	00578418	5517037545	YP2505 RENT CYL IND LG OXYGEN	Electric Utility-Ops General	411.68
				Total for Payment No.:		2,074.10

Payment No: 727382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ETHAN HSIAO	00578319	0360	EV CHRG & PNL UGDE ACT 4810604	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 727378

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELIZABETH GEORGE	00578318	0222	EV CHRG & PNL UGDE ACT 3540503	Electric Utility-Ops Restrictd	2,050.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,050.00

Payment No: 727188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578169	3345487577-5 MAY2025	YP2505 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	814.33
2025-06-20	PG&E	00578169	3345487577-5 MAY2025	YP2505 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	863.80
2025-06-20	PG&E	00578169	3345487577-5 MAY2025	YP2505 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	151.88
2025-06-20	PG&E	00578169	3345487577-5 MAY2025	YP2505 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	91.23
				Total for Payment No.:		1,921.24

Payment No: 727326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ALTEC INDUSTRIES INC	00579025	12999447	YP2505 970778242 M12 FUEL 1/2"	Electric Utility-Ops General	831.03
2025-06-27	ALTEC INDUSTRIES INC	00579024	12978874	YP2505 970803411 M18 FUEL HOLE	Electric Utility-Ops General	320.97
2025-06-27	ALTEC INDUSTRIES INC	00579026	12988240	YP2505 970751457 SE TYPE- SING	Electric Utility-Ops General	142.58
2025-06-27	ALTEC INDUSTRIES INC	00579026	12988240	YP2505 970751457 SE TYPE- SING	Electric Utility-Ops General	142.59
				Total for Payment No.:		1,437.17

Payment No: 727317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578622	9644211793-1 JUN2025	YP2505 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,776.19
				Total for Payment No.:		1,776.19

Payment No: 727550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AUTHENTIC IMPRINTS, LLC	00576184	23454	HOODIE HEAVY SWTSRT QUAN18	Electric Utility-Ops General	728.43
2025-07-11	AUTHENTIC IMPRINTS, LLC	00576184	23454	LOGO PRINT CHEST ON QUAN 18	Electric Utility-Ops General	127.97
2025-07-11	AUTHENTIC IMPRINTS, LLC	00576184	23454	LOGO PRINT SLEEVE ON QUAN 18	Electric Utility-Ops General	164.07
2025-07-11	AUTHENTIC IMPRINTS, LLC	00576184	23454	HEAVY SWEATSHIRT CREW QUAN18	Electric Utility-Ops General	649.69
				Total for Payment No.:		1,670.16

Payment No: 033558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ADVANCED CHEMICAL TRANSPORT	00579397	640992	PETROLEUM & HYDROCARBONS SOIL	Electric Utility-Ops General	179.20
2025-06-27	ADVANCED CHEMICAL TRANSPORT	00578726	641213	2503 HAZ WASTE REMOVAL 3/19	Electric Utility-Ops General	1,482.88
				Total for Payment No.:		1,662.08

Payment No: 727070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577854	9644211793-1 MAY2025	YP2504 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,541.79
				Total for Payment No.:		1,541.79

Payment No: 033619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LINDE GAS & EQUIPMENT INC.	00579394	49885305	DEMURRAGE	Electric Utility-Ops General	1,281.98
				Total for Payment No.:		1,281.98

Payment No: 727400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IAN SCHLESINGER	00578320	4067012	BATT STORG RBT; ACT 38599-05	Electric Utility-Ops Restrictd	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 727465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SKILLBUILDERS, INC.	00578642	104036	2503 CONSULTING FEES MAR25	Electric Utility-Ops General	1,443.75
				Total for Payment No.:		1,443.75

Payment No: 727495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WILSON BOHANNAN	00579429	0218095-IN	PADLOCK 3/8" SHACKLE, 2" BRASS	Electric Utility-Ops General	1,345.51
				Total for Payment No.:		1,345.51

Payment No: 033598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRAINGER-SAN JOSE	00578416	9502249213	YP2505 2GXY1 GASKET SEALANT,11	Electric Utility-Ops General	123.81
2025-06-27	GRAINGER-SAN JOSE	00578421	9483446150	YP2504 4NWY6 PIPE COUPLING,ALL	Electric Utility-Ops General	287.99
2025-06-27	GRAINGER-SAN JOSE	00578422	9483446143	YP2504 4NWY2 PIPE COUPLING,ALL	Electric Utility-Ops General	173.96
				Total for Payment No.:		585.76

Payment No: 727590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	QTS TRS CMBS, LLC	00579604	242029	YP2507 CARRIER:CONDUIT INRDUCT	Electric Utility-Ops General	1,112.80
2025-07-11	QTS TRS CMBS, LLC	00579604	242029	YP2507 RACK: 2 POST	Electric Utility-Ops General	166.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,279.20

Payment No: 727133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	QTS TRS CMBS, LLC	00577797	238719	YP2506 CARRIER:CONDUIT INRDUCT	Electric Utility-Ops General	1,070.00
2025-06-13	QTS TRS CMBS, LLC	00577797	238719	YP2506 RACK: 2 POST	Electric Utility-Ops General	160.00
				Total for Payment No.:		1,230.00

Payment No: 727517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MATTHEW SHIKADA	00579889	41002JUN2025	PE Mechanical Thermal & Fluid	Electric Utility-Ops General	1,217.20
				Total for Payment No.:		1,217.20

Payment No: 727069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577796	3847680626-0 MAY2025	YP2505 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	1,164.80
				Total for Payment No.:		1,164.80

Payment No: 727471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	COATED GLOVES: XL SMOOTH, WATE	Electric Utility-Ops General	206.64
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	METAL CASE FOR STANDARD CITY	Electric Utility-Ops General	197.95
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	ADHESIVE BANDAGE, 1IN NORTH #0	Electric Utility-Ops General	174.60
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	COATED GLOVES: MEDIUM SMOOTH,	Electric Utility-Ops General	206.63

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	SHIPPING	Electric Utility-Ops General	100.00
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	BANDAGE COMPRESS, 4IN, CERTIFI	Electric Utility-Ops General	109.13
2025-06-27	SUPERCO SPECIALTY PRODUCTS	00579298	PSI615940	BANDAGE COMPRESS, 2IN NORTON #	Electric Utility-Ops General	163.69
				Total for Payment No.:		1,158.64

Payment No: 033451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NALCO CO	00577801	6670822302	YP2505 MONTHLY SERVICE FEE	Electric Utility-Ops General	1,151.60
				Total for Payment No.:		1,151.60

Payment No: 727086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DATAVOICE INTERNATIONAL, INC.	00577901	DVIMN0001343	202505 TEXTING DVI MAY2025	Electric Utility-Ops General	1,144.00
				Total for Payment No.:		1,144.00

Payment No: 727370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DANIEL HOLTZMAN	00578317	0246	EC CHRGR RBTE; 14904-03	Electric Utility-Ops Restrictd	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 727547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579617	000023556478	2505 BAN: 9391062315	Electric Utility-Ops General	1,082.40
				Total for Payment No.:		1,082.40

Payment No: 727101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GENERAL PACIFIC INC	00578386	1518476	BOLT, SQ HD, 3/4IN DIA. X 16IN	Electric Utility-Ops General	1,023.05
				Total for Payment No.:		1,023.05

Payment No: 033484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CINTAS CORP #630	00578853	4232025660	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	845.26
2025-06-20	CINTAS CORP #630	00578236	9312189026	CREDIT FOR INVOICE 4215552012	Electric Utility-Ops General	-18.00
				Total for Payment No.:		827.26

Payment No: 727610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579952	00009882E5245A	DELIVERY CHARGES ELECTRIC	Electric Utility-Ops General	83.75
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579949	00009882E5235A	DELIVERY CHARGES ELECTRIC	Electric Utility-Ops General	15.16
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579954	00009882E5255A	DELIVERY CHARGES ELECTRIC	Electric Utility-Ops General	73.93
				Total for Payment No.:		172.84

Payment No: 033438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INDUSTRIAL SCIENTIFIC CORP	00578536	2829539	INET EQUIPMENT RENTAL	Electric Utility-Ops General	817.51
				Total for Payment No.:		817.51

Payment No: 727540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T	00579618	1181486993	2506 T1.5 MBPS SVC	Electric Utility-Ops	813.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		813.61

Payment No: 727335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AT&T	00579066	1181072752	2503 T1.5 MBPS SVC	Electric Utility-Ops General	813.61
				Total for Payment No.:		813.61

Payment No: 727073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AT&T	00577876	1181349801	2505 T1.5 MBPS SVC	Electric Utility-Ops General	813.61
				Total for Payment No.:		813.61

Payment No: 727149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TJH2B ANALYTICAL SERVICES	00577763	INV8857	NRS ANALYSIS	Electric Utility-Ops General	204.00
2025-06-13	TJH2B ANALYTICAL SERVICES	00577765	INV9204	DUAN & NRS ANALYSIS	Electric Utility-Ops General	608.00
				Total for Payment No.:		812.00

Payment No: 727568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	FEDERAL EXPRESS	00579213	8-892-08891	YP2506 DVR MISC SHIPPING	Electric Utility-Ops General	764.95
2025-07-11	FEDERAL EXPRESS	00579213	8-892-08891	YP2506 DVR MISC SHIPPING	Electric Utility-Ops General	19.63
				Total for Payment No.:		784.58

Payment No: 033556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WILLIAMS SCOTSMAN INC	00577990	9023841225	YP2506 40X8 CONTAINER RENT	Electric Utility-Street Lights	749.13
2025-06-20	WILLIAMS SCOTSMAN INC	00577990	9023841225	YP2506 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	29.97
				Total for Payment No.:		779.10

Payment No: 033681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AIRGAS USA, LLC	00579682	9162500774	YP2506 EP 9PPM CM/9PPM NC/NI	Electric Utility-Ops General	587.55
2025-07-11	AIRGAS USA, LLC	00579682	9162500774	YP2506 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-07-11	AIRGAS USA, LLC	00579682	9162500774	YP2506 FUEL CHARGE FLAT	Electric Utility-Ops General	13.86
2025-07-11	AIRGAS USA, LLC	00579682	9162500774	YP2506 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
2025-07-11	AIRGAS USA, LLC	00579682	9162500774	YP2506 ENERGY CHARGE	Electric Utility-Ops General	2.18
				Total for Payment No.:		740.66

Payment No: 033593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC KEYACCTS THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC KEYACTPG THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC PWRPOOL THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC PQLVL1 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC ERGYALRT THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC COGSTEAM THRU	Electric Utility-Ops	32.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FEB26	General	
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC CONTROL THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC PQLVL5 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPCSEP THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC PQLVL2 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK2 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK3 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK4 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK5 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK1 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK8 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK9 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK10 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK6 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK7 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK11 THRU FEB26	Electric Utility-Ops General	32.72
2025-06-27	ESOSOFT CORP	00578425	114951	ML CLASSIC SVPBLK12 THRU FEB26	Electric Utility-Ops General	32.72
				Total for Payment No.:		719.84

Payment No: 727487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNITED SITE SERVICES INC	00579130	INV-5363628	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	95.80
2025-06-27	UNITED SITE SERVICES INC	00579130	INV-5363628	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	54.19
2025-06-27	UNITED SITE SERVICES INC	00579131	INV-5366155	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.84
2025-06-27	UNITED SITE SERVICES INC	00579131	INV-5366155	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	178.00
2025-06-27	UNITED SITE SERVICES INC	00579134	INV-5362651	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2025-06-27	UNITED SITE SERVICES INC	00579134	INV-5362651	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	55.00
2025-06-27	UNITED SITE SERVICES INC	00579140	INV-5365540	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2025-06-27	UNITED SITE SERVICES INC	00579140	INV-5365540	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00
2025-06-27	UNITED SITE SERVICES INC	00579139	INV-5365132	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.84
2025-06-27	UNITED SITE SERVICES INC	00579139	INV-5365132	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	175.00
				Total for Payment No.:		713.51

Payment No: 033490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DATABANK HOLDINGS LTD	00578256	308535	YP2506 5101 LAFAYETTE ST	Electric Utility-Ops General	711.41
				Total for Payment No.:		711.41

Payment No: 033433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRAINGER	00577871	9508498715	YP2505 5YGF2 REPLACEMENT WINDS	Electric Utility-Ops General	692.46
				Total for Payment No.:		692.46

Payment No: 727589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PURE PROCESS FILTRATION INC	00578899	96960	PN: HP107L18-VTM710-C-V HIGH E	Electric Utility-Ops General	584.91
2025-07-11	PURE PROCESS FILTRATION INC	00578899	96960	SHIPPING AND HANDLING CHARGES	Electric Utility-Ops General	23.48
				Total for Payment No.:		608.39

Payment No: 727156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UNITED SITE SERVICES INC	00578300	INV-5340845	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	7.40
2025-06-13	UNITED SITE SERVICES INC	00578533	114-14069809	T&D RENTAL CHARGES	Electric Utility-Ops General	98.22
2025-06-13	UNITED SITE SERVICES INC	00578533	114-14069809	T&D NON-TAXABLE SERVICES	Electric Utility-Ops General	413.58
2025-06-13	UNITED SITE SERVICES INC	00578300	INV-5340845	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	60.97
				Total for Payment No.:		580.17

Payment No: 727080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	COMPUTACENTER UNITED STATES INC	00578488	3891189435	STANDARD DELIVERY PART #: 4249	Electric Utility-Ops General	162.59
2025-06-13	COMPUTACENTER UNITED STATES INC	00578488	3891189435	ISA 3000 SECURITY PLUS LICENSE	Electric Utility-Ops General	416.92
				Total for Payment No.:		579.51

Payment No: 727565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ENERGY AND ENVIRONMENTAL ECONOMICS, INC.	00577880	E32159-015	2502 IRP CONSULTATION	Electric Utility-Ops General	561.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		561.00

Payment No: 727146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SUNNYVALE FORD	00577861	257838	PARTS - V3787	Electric Utility-Ops General	64.22
				Total for Payment No.:		64.22

Payment No: 033632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ONESOURCE DISTRIBUTORS LLC	00579401	S007581587.003	Y-Clevis Eye, Ductile Iron, 30	Electric Utility-Construction	493.03
2025-06-27	ONESOURCE DISTRIBUTORS LLC	00579401	S007581587.003	SHIPPING - PO 30168	Electric Utility-Ops General	11.23
				Total for Payment No.:		504.26

Payment No: 727554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CENTRALCOLO LLC	00579680	037972	YP2507 COLOCATION BASE RENT	Electric Utility-Ops General	500.00
				Total for Payment No.:		500.00

Payment No: 033413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BSI AMERICA PROFESSIONAL	00578495	102598	DVR LEVEL 1 STORM WATER POLLUT	Electric Utility-Ops General	472.25
				Total for Payment No.:		472.25

Payment No: 033552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VANTAGE DATA CENTERS 6, LLC	00578245	007840	YP2507 CARRIER ACCESS 2897 NW	Electric Utility-Ops	437.09

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		437.09

Payment No: 033509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JP GRAPHICS INC	00578984	106551	INVENTORY RETURN BOOKS GOLDEN	Electric Utility-Ops General	204.61
2025-06-20	JP GRAPHICS INC	00578984	106551	FREIGHT	Electric Utility-Ops General	16.37
				Total for Payment No.:		220.98

Payment No: 727195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ANGEL MANUEL RUIZ	00578834	REFUND AR ITEM -95834	AR CREDIT BALANCE REFUND	Electric Utility-Ops General	425.00
				Total for Payment No.:		425.00

Payment No: 033553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VANTAGE DATA CENTERS 7, LLC	00578244	007844	YP2507 CARRIER ACCESS(MODULE1)	Electric Utility-Ops General	424.36
				Total for Payment No.:		424.36

Payment No: 727536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PG&E	00579603	3847680626-0 JUN2025	YP2506 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	424.10
				Total for Payment No.:		424.10

Payment No: 033501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRAINGER	00578009	9512601304	YP2505 3ARE2 REPLACEMENT EYE W	Electric Utility-Ops General	32.04
2025-06-20	GRAINGER	00578010	9502815682	YP2505 805Y30 MOBIL DELVAC 1 E	Electric Utility-Ops General	83.51
2025-06-20	GRAINGER	00578010	9502815682	YP2505 805Y30 MOBIL DELVAC 1 E	Electric Utility-Ops General	167.02
2025-06-20	GRAINGER	00578258	9527908389	YP2506 1UFK5 SPORTS DRINK MIX,	Electric Utility-Ops General	32.46
2025-06-20	GRAINGER	00578259	9527780812	YP2506 1UFK6 SPORTS DRINK MIX,	Electric Utility-Ops General	24.57
2025-06-20	GRAINGER	00578259	9527780812	YP2506 2EHF3 SPORTS DRINK MIX,	Electric Utility-Ops General	48.52
				Total for Payment No.:		388.12

Payment No: 727166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CHRIS KARWICK	00578929	30039JUN2025	TRAVEL REIMB 2025 NCPA & NWPPA	Electric Utility-Ops General	384.97
				Total for Payment No.:		384.97

Payment No: 727535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PG&E	00579602	3889347290-2 JUN2025	YP2506 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	372.20
				Total for Payment No.:		372.20

Payment No: 727176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	NICOLAS PROCOS	00578889	40800JUN2025	TRAVEL REIMB 2025 NCPA & NWPPA	Electric Utility-Ops General	327.62
				Total for Payment No.:		327.62

Payment No: 727186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578111	1543429391-4 MAY2025	YP2505 ELEC SVC STONY GORGE	Electric Utility-Ops General	327.36
				Total for Payment No.:		327.36

Payment No: 727068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577795	3889347290-2 MAY2025	YP2505 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	316.85
				Total for Payment No.:		316.85

Payment No: 033510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	KATHLEEN SG HUGHES	00578930	8963JUN2025	TRAVEL REIMB 2025 NCPA & NWPPA	Electric Utility-Ops General	316.21
				Total for Payment No.:		316.21

Payment No: 033483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CHRISTOPHER F DIVENS	00578183	24048JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 033529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PAUL MANCHESTER	00578888	9026JUN2025	BOOT/CLOTHING FY24/25 REIMB	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DEION WILLCOX	00579999	33742JUN2025	SAFETY CLOTHING REIMB 24/25FY	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	JOHN SANDERS	00579754	7244JUN2025	SAFETY CLOTHING REIMBURSEMENT	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	JASON PLATERO	00579472	37955JUN2025	24/25 SFTY BOOT/CLOTH REIMB	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LEON ALCANTAR	00579362	14497JUN2025	FY 2425 SFTY BOOTS/CLOTH REIMB	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MADHU KRISHNA	00579363	10057JUN2025	FY 2425 SFTY BOOTS/CLOTH REIMB	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	THUCVU QUOC HUYNH	00579360	23776JUN2025	FY 2425 SFTY BOOTS/CLOTH	Electric Utility-Ops	280.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				REIMB	General	
				Total for Payment No.:		280.00

Payment No: 727275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MICHELE VITARELLI	00579521	3002JUN2025	BOOT/SAFETY CLOTHING REIMBURSE	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PATRICK OBRIEN	00578185	30872JUN2025	SFTY BOOT/CLOTH REIM FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	NATHAN A. RICHMOND	00578085	30323JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JAMES B GOSHIA	00578079	1169JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FOSTER, CHRIS	00578069	14205JUN2025	SFTY BOOTS/CLOTH REIMB FY 24/2	Electric Utility-Ops General	280.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		280.00

Payment No: 727020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SLADWICK, JOSHUA	00577995	15579MAY2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MICHAEL KEATE	00577994	20468JUN2025	SFTY BOOT/CLOTH REIM FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DUNCAN, JEFFERY D	00577746	29744MAY2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 727502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CESAR MAGDALENO	00579944	40503JUN2025	SAFETY CLOTHING REIMB FOR 2425	Electric Utility-Ops General	272.78
				Total for Payment No.:		272.78

Payment No: 033668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WESTERN RENEWABLE ENERGY	00578666	WR51790	2505 CERTS TRANSFERRED	Electric Utility-Ops General	56.64
2025-06-27	WESTERN RENEWABLE ENERGY	00578666	WR51790	2505 DELIVERABILITY-NERC TAG	Electric Utility-Ops	212.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		268.64

Payment No: 033563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANNETTE DUERKSEN	00579518	27539JUN2025	COMPLIANCE NETWORK MEETING	Electric Utility-Ops General	256.15
				Total for Payment No.:		256.15

Payment No: 727523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SEAN MERRIGAN	00580001	39833JUN2025	NCPA CSUS TRAINING	Electric Utility-Ops General	253.85
				Total for Payment No.:		253.85

Payment No: 727216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FEDERAL EXPRESS	00578173	8-856-49017	YP2504 DVR MISC SHIPPING	Electric Utility-Ops General	177.97
2025-06-20	FEDERAL EXPRESS	00578260	8-863-52775	YP2505 DVR MISC SHIPPING	Electric Utility-Ops General	68.93
				Total for Payment No.:		246.90

Payment No: 033671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WONG, BASIL	00579519	32345JUN2025A	NCPA COMMISSION MEETING MAY25	Electric Utility-Ops General	245.65
				Total for Payment No.:		245.65

Payment No: 033557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WONG, BASIL	00579021	32345JUN2025	NCPA COMM MEETING MAY25	Electric Utility-Ops General	245.65
				Total for Payment No.:		245.65

Payment No: 033445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LIEM CONG HUYNH	00578275	24863MAY2025	SAFETY BOOTS REIMB	Electric Utility-Ops General	237.00
				Total for Payment No.:		237.00

Payment No: 727181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TREVOR LARKIN	00578065	30862JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	226.45
				Total for Payment No.:		226.45

Payment No: 727510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	JUSTIN IMPSON	00579755	40446JUN2025	BOOT/CLOTHING REIMBURSMENTS 24	Electric Utility-Ops General	218.74
				Total for Payment No.:		218.74

Payment No: 727514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LV FOSTER	00579470	39958JUN2025	24/25 SFTY BOOT/CLOTH REIMB	Electric Utility-Ops General	216.56
				Total for Payment No.:		216.56

Payment No: 727017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PAULO APOLINARIO	00578400	10581MAY2025	ENERGY MKT & REG ISSUES	Electric Utility-Ops	211.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		211.30

Payment No: 727164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ARISTOTLE DUQUE	00578184	15201JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	209.50
				Total for Payment No.:		209.50

Payment No: 727516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MATTHEW CONTRERAS	00579498	15220JUN2025	24/25 SFTY BOOT/CLOTH REIMB	Electric Utility-Ops General	204.95
				Total for Payment No.:		204.95

Payment No: 727074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AT&T CALNET	00577879	000023510422	2505 BAN 9391023689	Electric Utility-Ops General	186.78
				Total for Payment No.:		186.78

Payment No: 727546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579612	000023658043	2505 BAN 9391023689	Electric Utility-Ops General	186.60
				Total for Payment No.:		186.60

Payment No: 033442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KATHLEEN SG HUGHES	00578670	8963MAY2025A	NCPA COMMISSION MEETING MAY25	Electric Utility-Ops General	185.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		185.75

Payment No: 033477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BSI AMERICA PROFESSIONAL	00578855	106414	DVR LEVEL 1 STORM WATER POLLUT	Electric Utility-Ops General	183.00
				Total for Payment No.:		183.00

Payment No: 727187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578113	1501762727-2 MAY2025	YP2505 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	172.51
				Total for Payment No.:		172.51

Payment No: 727413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KRAFT INDUSTRIAL SUPPLY	00579022	39522	YP2506 FRWI0030 3"-300/400/600	Electric Utility-Ops General	171.25
				Total for Payment No.:		171.25

Payment No: 727165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AXIAQ, PAUL A	00578255	42039JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	163.67
				Total for Payment No.:		163.67

Payment No: 727010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MARY MCENROE	00578618	1773MAY2025A	NORTHWEST EFFICIENCY EXCHANGE	Electric Utility-Ops General	78.52
2025-06-13	MARY MCENROE	00578618	1773MAY2025A	NORTHWEST EFFICIENCY	Electric Utility-Ops	78.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				EXCHANGE	General	
				Total for Payment No.:		157.05

Payment No: 727021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	VINCENT NGUYEN	00577753	36901MAY2025	SFTY BOOT REIMB FY 24/25	Electric Utility-Ops General	145.12
				Total for Payment No.:		145.12

Payment No: 727384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FEDERAL EXPRESS	00578814	8-884-81558	YP2506 DVR MISC SHIPPING	Electric Utility-Ops General	91.86
2025-06-27	FEDERAL EXPRESS	00578423	8-878-03322	YP2505 DVR MISC SHIPPING	Electric Utility-Ops General	9.77
2025-06-27	FEDERAL EXPRESS	00578570	8-885-28005	YP2505 DVR MISC SHIPPING	Electric Utility-Ops General	13.44
				Total for Payment No.:		115.07

Payment No: 727157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UPS SUPPLY CHAIN SOLUTIONS INC	00578357	00009882E5215A	DELIVERY CHARGES	Electric Utility-Ops General	15.13
				Total for Payment No.:		15.13

Payment No: 727167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CHRISTOPHER GUERRERO	00578074	1207JUN2025	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	84.68
				Total for Payment No.:		84.68

Payment No: 727067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PG&E	00577793	2937321050-8 MAY2025	YP2504 COGEN GAS HEATERS	Electric Utility-Ops General	44.06
				Total for Payment No.:		44.06

Payment No: 727316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578424	2937321050-8 JUN2025	YP2505 COGEN GAS HEATERS	Electric Utility-Ops General	26.04
				Total for Payment No.:		26.04

Payment No: 727598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STERICYCLE INC	00578094	4000779288	REVERSE OVERCHARGE FOR DEC2023	Electric Utility-Ops General	-525.28
2025-07-11	STERICYCLE INC	00578095	4000779286	REVERSE OVERCHARGE FOR NOV2023	Electric Utility-Ops General	-166.99
2025-07-11	STERICYCLE INC	00578096	4000459554	REVERSE OVERCHARGE FOR DEC2022	Electric Utility-Ops General	-269.61
2025-07-11	STERICYCLE INC	00578234	4000459561	REVERSE OVERCHARGE FOR APR2023	Electric Utility-Ops General	-142.70
2025-07-11	STERICYCLE INC	00578235	4000459551	REVERSE OVERCHARGE FOR NOV2022	Electric Utility-Ops General	-147.33
2025-07-11	STERICYCLE INC	00577600	4000459549	REVERSE OVERCHARGE FOR OCT2022	Electric Utility-Ops General	-147.33
2025-07-11	STERICYCLE INC	00577602	4000459567	REVERSE OVERCHARGE FOR JUN2023	Electric Utility-Ops General	-356.42
2025-07-11	STERICYCLE INC	00577603	4000459550	REVERSE OVERCHARGE FOR OCT2022	Electric Utility-Ops General	-147.33
2025-07-11	STERICYCLE INC	00577597	8004379383	SHREDDING SERVICES FOR 881 MAR	Electric Utility-Ops General	619.81
2025-07-11	STERICYCLE INC	00577604	4000459568	REVERSE OVERCHARGE FOR JUL2023	Electric Utility-Ops General	-142.39
2025-07-11	STERICYCLE INC	00579038	8007904743	SHREDDING SERVICES FOR 850	Electric Utility-Ops	50.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				DUA	General	
2025-07-11	STERICYCLE INC	00579043	8009412898	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00579039	8008513988	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00579040	8009117186	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00579041	8008212727	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00579042	8008814997	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00578830	8005745717	SHREDDING SERVICES FOR 881 MAR	Electric Utility-Ops General	813.27
2025-07-11	STERICYCLE INC	00577973	8009713279	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00578840	8010943046	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00578841	8010640441	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2025-07-11	STERICYCLE INC	00578842	8010331082	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
				Total for Payment No.:		-107.30
				Electric Utility Funds Group Total		**66,743,343.59**

Fund Group: All Other City Funds

Payment No: 003811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ELECTRONIC FEDERAL TAX	00580068	06/22/25-07/05/25	DD: FED TAXES W/H B2514	Payroll Liability&ClearingAcct	395,375.59
2025-07-11	ELECTRONIC FEDERAL TAX	00580068	06/22/25-07/05/25	DD: FED TAXES W/H B2514	Payroll Liability&ClearingAcct	388,872.59
2025-07-11	ELECTRONIC FEDERAL TAX	00580068	06/22/25-07/05/25	DD: FED TAXES W/H B2514	Payroll Liability&ClearingAcct	1,273,835.86
				Total for Payment No.:		2,058,084.04

Payment No: 003794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ELECTRONIC FEDERAL TAX	00578790	05/25/25-06/07/25	DD: FED TAXES W/H B2512	Payroll Liability&ClearingAcct	1,167,262.36
2025-06-13	ELECTRONIC FEDERAL TAX	00578790	05/25/25-06/07/25	DD: FED TAXES W/H B2512	Payroll Liability&ClearingAcct	392,101.75
2025-06-13	ELECTRONIC FEDERAL TAX	00578790	05/25/25-06/07/25	DD: FED TAXES W/H B2512	Payroll Liability&ClearingAcct	388,471.80
				Total for Payment No.:		1,947,835.91

Payment No: 003801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELECTRONIC FEDERAL TAX	00579528	06/08/25-06/21/25	DD: FED TAXES W/H B2513	Payroll Liability&ClearingAcct	373,536.34
2025-06-27	ELECTRONIC FEDERAL TAX	00579528	06/08/25-06/21/25	DD: FED TAXES W/H B2513	Payroll Liability&ClearingAcct	1,163,854.35
2025-06-27	ELECTRONIC FEDERAL TAX	00579528	06/08/25-06/21/25	DD: FED TAXES W/H B2513	Payroll Liability&ClearingAcct	378,694.27
				Total for Payment No.:		1,916,084.96

Payment No: 033647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA VALLEY WATER DIST	00579214	GM105219	2025 APRIL PUMP TAX	Water Utility	1,696,105.32
				Total for Payment No.:		1,696,105.32

Payment No: 003812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-02	CAL PERS - PO BOX 1982	00579830	06/08/25-06/21/25	EMPLOYER/EMPLOYEE DED B2513	Payroll Liability&ClearingAcct	1,070,127.32
2025-07-02	CAL PERS - PO BOX 1982	00579830	06/08/25-06/21/25	EMPLOYER/EMPLOYEE DED B2513	Payroll Liability&ClearingAcct	595,037.98
				Total for Payment No.:		1,665,165.30

Payment No: 003791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	CAL PERS - PO BOX 1982	00578793	05/11/25-05/24/25	EMPLOYER/EMPLOYEE DED B2511	Payroll Liability&ClearingAcct	587,439.67
2025-06-11	CAL PERS - PO BOX 1982	00578793	05/11/25-05/24/25	EMPLOYER/EMPLOYEE DED B2511	Payroll Liability&ClearingAcct	1,053,938.82
				Total for Payment No.:		1,641,378.49

Payment No: 003796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-18	CAL PERS - PO BOX 1982	00578992	05/25/25-06/07/25	EMPLOYER/EMPLOYEE DED B2512	Payroll Liability&ClearingAcct	585,220.08
2025-06-18	CAL PERS - PO BOX 1982	00578992	05/25/25-06/07/25	EMPLOYER/EMPLOYEE DED B2512	Payroll Liability&ClearingAcct	1,050,473.68
				Total for Payment No.:		1,635,693.76

Payment No: 003807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-08	CAL PERS - HEALTH	00578993	JULY-25	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,477,134.81

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-08	CAL PERS - HEALTH	00578993	JULY-25	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	98,845.51
				Total for Payment No.:		1,575,980.32

Payment No: W26007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-14	SANTA CLARA CONVENTION CENTER	00580157	2461JUL2025	WT: PREFUND BDGT EXP JUL-AUG25	Convention Center Enterprise F	1,462,009.00
				Total for Payment No.:		1,462,009.00

Payment No: W25276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	MISSION TRAIL WASTE SYSTEMS	00578494	1839JUN2025	WT GARBAGE SERVICES MAY25	Solid Waste Program	1,022,289.15
2025-06-11	MISSION TRAIL WASTE SYSTEMS	00578494	1839JUN2025	WT GARBAGE SERVICES MAY25	Solid Waste Program	246,353.63
				Total for Payment No.:		1,268,642.78

Payment No: W25277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA STADIUM AUTHORITY	00578356	20620JUN2025	WT: SCSA 24/25 Q4 CFD TAX REIM	Community Facilities Dist-SCSA	877,017.81
				Total for Payment No.:		877,017.81

Payment No: 033539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SANTA CLARA VALLEY WATER	00578917	TI002871	2025 MAY RINCONADA PAYMENT	Water Utility	787,724.64
				Total for Payment No.:		787,724.64

Payment No: W25283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-18	SFPUC WATER DEPT	00578916	2395JUN2025	WT: 2025 MAY WATER PURCHASES	Water Utility	751,362.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		751,362.26

Payment No: 033461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UNISYS CORP	00578514	1035596	Information Technology Outsour	Information Technology Service	717,270.97
2025-06-13	UNISYS CORP	00578514	1035596	STADIUM OPERATIONS/IT CYBER	General Fund	1,010.98
2025-06-13	UNISYS CORP	00578514	1035596	STADIUM OPERATIONS/IT CYBER	General Government - Other	11,946.40
				Total for Payment No.:		730,228.35

Payment No: 003810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CA EMPLOYMENT DEVELOPMENT DEPT	00580066	06/22/25-07/05/25	DD: SIT & SDI W/H B2514	Payroll Liability&ClearingAcct	532,819.71
2025-07-11	CA EMPLOYMENT DEVELOPMENT DEPT	00580066	06/22/25-07/05/25	DD: SIT & SDI W/H B2514	Payroll Liability&ClearingAcct	57,234.05
				Total for Payment No.:		590,053.76

Payment No: W25281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00578791	05/25/25-06/07/25	WT: B2512 DEFERRED COMP	Fringe Benefits	588,315.84
				Total for Payment No.:		588,315.84

Payment No: 727372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	1,266.22
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	Fleet Operation Fund	1,266.22
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	1,266.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	2,532.44
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	257.23
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	Fleet Operation Fund	257.23
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	257.23
2025-06-27	DELL MARKETING LP	00579216	10816239120	DELL PRO 14 PLUS PB14250 W/ 3	General Fund	514.46
2025-06-27	DELL MARKETING LP	00579216	10816239120	ENVIRONMENTAL FEES	General Fund	4.00
2025-06-27	DELL MARKETING LP	00579216	10816239120	ENVIRONMENTAL FEES	Fleet Operation Fund	4.00
2025-06-27	DELL MARKETING LP	00579216	10816239120	ENVIRONMENTAL FEES	General Fund	4.00
2025-06-27	DELL MARKETING LP	00579216	10816239120	ENVIRONMENTAL FEES	General Fund	8.00
2025-06-27	DELL MARKETING LP	00579098	10804759710	COMPUTER EQUIPMENT - SANTA CLA	Information Technology Service	1,121.89
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Sewer Utility	602.48
2025-06-27	DELL MARKETING LP	00579251	10817439525	ENVIRONMENTAL FEES	Water Utility	4.50
2025-06-27	DELL MARKETING LP	00579251	10817439525	ENVIRONMENTAL FEES	Sewer Utility	4.50
2025-06-27	DELL MARKETING LP	00579251	10817439525	ENVIRONMENTAL FEES	Water Recycling Program	1.00
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Water Recycling Program	133.89
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Water Utility	602.48
2025-06-27	DELL MARKETING LP	00579252	10818224306	DELL ULTRASHARP 32 4K THUNDERB	Fire CUPA program Fund	4,016.57
2025-06-27	DELL MARKETING LP	00579252	10818224306	DELL ULTRASHARP 32 4K THUNDERB	General Fund	12,049.68
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Water Utility	53.86
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Sewer Utility	53.87
2025-06-27	DELL MARKETING LP	00579251	10817439525	DELL ULTRASHARP 32 4K THUNDERB	Water Recycling Program	11.97
2025-06-27	DELL MARKETING LP	00579252	10818224306	EVIRONMENTAL FEES	Fire CUPA program	30.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2025-06-27	DELL MARKETING LP	00579252	10818224306	EVIRONMENTAL FEES	General Fund	90.00
2025-06-27	DELL MARKETING LP	00579252	10818224306	DELL ULTRASHARP 32 4K THUNDERB	Fire CUPA program Fund	359.10
2025-06-27	DELL MARKETING LP	00579252	10818224306	DELL ULTRASHARP 32 4K THUNDERB	General Fund	1,077.30
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT & ENVIRONME	Water Utility	342.88
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT & ENVIRONME	Sewer Utility	342.87
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT & ENVIRONME	Water Recycling Program	76.19
2025-06-27	DELL MARKETING LP	00579056	10815735980	MICROSOFT ENTERPRISE AGREEMENT	Information Technology Service	446,510.37
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT - TAXABLE	Sewer Utility	2,132.75
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT - TAXABLE	Water Recycling Program	473.94
2025-06-27	DELL MARKETING LP	00579056	10815735980	MICROSOFT ENTERPRISE AGREEMENT	General Fund	1,474.56
2025-06-27	DELL MARKETING LP	00579055	10816239091	COMPUTER EQUIPMENT - TAXABLE	Water Utility	2,132.76
2025-06-27	DELL MARKETING LP	00579057	10815574870	COMPUTER EQUIPMENT - TAXABLE	Fire New Dvlpmnt Srvc Fee	4,101.49
2025-06-27	DELL MARKETING LP	00579057	10815574870	COMPUTER EQUIPMENT - TAXABLE	Fire CUPA program Fund	2,020.13
2025-06-27	DELL MARKETING LP	00579057	10815574870	COMPUTER EQUIPMENT & ENVIRONME	Fire CUPA program Fund	262.92
2025-06-27	DELL MARKETING LP	00579057	10815574870	COMPUTER EQUIPMENT & ENVIRONME	Fire New Dvlpmnt Srvc Fee	533.82
2025-06-27	DELL MARKETING LP	00579061	10816538583	VISIO P2 GCC SUB PER USER MFG#	General Fund	256.91
2025-06-27	DELL MARKETING LP	00579061	10816538583	VISIO P2 GCC SUB PER USER MFG#	Information Technology Service	256.91

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		488,768.84

Payment No: W26006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00580065	06/22/25-07/05/25	WT: B2514 DEFERRED COMP	Fringe Benefits	567,355.11
				Total for Payment No.:		567,355.11

Payment No: 003800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA EMPLOYMENT DEVELOPMENT DEPT	00579527	06/08/25-06/21/25	DD: SIT & SDI W/H B2513	Payroll Liability&ClearingAcct	485,793.63
2025-06-27	CA EMPLOYMENT DEVELOPMENT DEPT	00579527	06/08/25-06/21/25	DD: SIT & SDI W/H B2513	Payroll Liability&ClearingAcct	56,582.77
				Total for Payment No.:		542,376.40

Payment No: 003793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA EMPLOYMENT DEVELOPMENT DEPT	00578789	05/25/25-06/07/25	DD: SIT & SDI W/H B2512	Payroll Liability&ClearingAcct	480,449.27
2025-06-13	CA EMPLOYMENT DEVELOPMENT DEPT	00578789	05/25/25-06/07/25	DD: SIT & SDI W/H B2512	Payroll Liability&ClearingAcct	58,049.04
				Total for Payment No.:		538,498.31

Payment No: 033624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MISSION TRAIL WASTE SYSTEMS	00578303	05052025A	CSC ANNUAL CLEAN UP WEEK 1	Solid Waste Program	121,501.56
2025-06-27	MISSION TRAIL WASTE SYSTEMS	00578304	05122025B	CSC ANNUAL CLEAN UP WEEK 2	Solid Waste Program	96,860.36
2025-06-27	MISSION TRAIL WASTE SYSTEMS	00578305	05192025	CSC ANNUAL CLEAN UP WEEK 3	Solid Waste Program	111,785.61
2025-06-27	MISSION TRAIL WASTE SYSTEMS	00578306	05262025	CSC ANNUAL CLEAN UP WEEK 4	Solid Waste Program	56,544.84

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MISSION TRAIL WASTE SYSTEMS	00578767	m766	FOOD SCRAP PROCESSING MAY25	Solid Waste Program	93,405.11
				Total for Payment No.:		480,097.48

Payment No: W25293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00579545	06/08/25-06/21/25	WT: B2513 DEFERRED COMP	Fringe Benefits	455,899.99
				Total for Payment No.:		455,899.99

Payment No: 033528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PARS/GASB 45	00578827	14589JUN2025	MONTHLY CONTRIBUTION JUN 2025	OPEB Plan Trust Fund	367,416.00
				Total for Payment No.:		367,416.00

Payment No: 003799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH LAZYDO (Purchase)	General Fund	111.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH IKESLO (Purchase)	General Fund	94.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH BURRIT (Purchase)	General Fund	81.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	AMAZON MKTPL (Purchase)	General Fund	203.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	WWW.APWA.NET (Purchase)	General Fund	70.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	OFFICE RELIEF (Purchase)	General Fund	735.87
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579484	PC0525ENGN	CINTAS CORP (Purchase)	General Fund	153.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	CINTAS CORP (Purchase)	General Fund	145.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	CINTAS CORP (Purchase)	General Fund	101.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	SOUTHWEST (Credit)	General Fund	-357.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	WWW.APWA.NET (Purchase)	General Fund	70.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	AMAZON MKTPL (Purchase)	General Fund	23.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	COSTCO WHSE 0129 (Purchase)	General Fund	19.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	AMAZON MKTPL (Purchase)	General Fund	10.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	AMAZON MKTPL (Purchase)	General Fund	82.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	CASQA (Purchase)	General Fund	125.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	WWW.CMAANET.ORG (Purchase)	General Fund	120.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	COSTCO WHSE 0129 (Purchase)	General Fund	19.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SP ISOPURE WATER (Purchase)	General Fund	497.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SQ *ACOUSTIMAC LLC (Purchase)	General Fund	416.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	10.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	33.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579484	PC0525ENGN	AMAZON.COM*NZ1KM8FK (Purchase)	General Fund	51.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON.COM*NB9ZH8EQ (Purchase)	General Fund	125.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	34.45
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	26.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	113.39
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	General Fund	258.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON.COM*NI4HG1RN (Purchase)	Expendable Trust Funds	49.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	39.54
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	52.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	169.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	26.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	137.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	40.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	113.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 064 (Purchase)	General Fund	101.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	214.37
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	66.66
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	405.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	87.07
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	66.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	249.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	LOWES 02211 (Purchase)	General Fund	114.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	79.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ADI-SC-CR (Purchase)	General Fund	130.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	UNITED REFRIG BR 4 (Purchase)	General Fund	61.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SP BLACKHAWK SUPPLY (Purchase)	General Fund	1,657.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	54.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	UNITED REFRIG BR 4 (Purchase)	General Fund	1,156.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	General Fund	97.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	CONTRACTOR'S WH 71 (Purchase)	General Fund	1.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	TRUDOOR LLC (Purchase)	General Fund	516.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	General Fund	66.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	R H WHOLESALE SUPPL (Purchase)	General Fund	4,189.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	SQ *SWINGING CAFE D (Purchase)	Expendable Trust Funds	95.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	General Fund	276.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	26.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	47.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	22.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	REXEL 2833 (Purchase)	General Fund	54.68
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	RUSSELL SIGLER INC (Purchase)	General Fund	653.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 630 (Purchase)	General Fund	22.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	General Fund	37.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	30.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	45.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	O'REILLY 2913 (Purchase)	General Fund	16.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ADI-SC-CR (Purchase)	General Fund	11.39
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	ARTISTIC STONE KITC (Purchase)	Public Buildings	1,107.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	83.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	AMAZON MKTPL (Purchase)	Public Buildings	480.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	90 STANDARD PLUMBIN (Purchase)	Public Buildings	42.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	GIH*GLOBALINDUSTRIA (Purchase)	Public Buildings	2,277.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	General Fund	27.22
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579485	PC0525FACL	THE HOME DEPOT 063 (Purchase)	Public Buildings	58.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	LOWES 02211 (Purchase)	Water Utility	350.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	General Fund	77.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	General Fund	846.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	General Fund	22.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	General Fund	52.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	NATIONAL INSTITUTE (Purchase)	General Fund	345.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	CALIFORNIA ASSOCIAT (Purchase)	General Fund	145.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	UCB UC ENERGY INSTI (Purchase)	General Fund	800.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Water Utility	38.18
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Water Utility Construction	103.60

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2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	SJ MERCURY NEWS CIR (Purchase)	General Fund	26.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	35.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	117.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ALLPAID*BAY AREA AI (Purchase)	General Fund	206.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	US PRO GASOLINE (Purchase)	General Fund	124.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	377.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	PDM STL SVC CTR-123 (Purchase)	General Fund	1,128.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ST FIRE TRAINONLINE (Purchase)	General Fund	26.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ST FIRE TRAINING ON (Purchase)	General Fund	900.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	91.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	235.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-0.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-3.23
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-0.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-3.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	576.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-0.08
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	480.71

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-402.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	LOWES 00907 (Purchase)	Cemetery	87.23
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPLACE PMTS (Credit)	Cemetery	-0.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM (Credit)	Cemetery	-250.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	LOWES 00907 (Purchase)	Cemetery	234.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	LOWES 00907 (Purchase)	Cemetery	239.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM*NI6043OB (Purchase)	Cemetery	92.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM (Credit)	Cemetery	-40.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ZORO TOOLS INC (Purchase)	Cemetery	590.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ZORO TOOLS INC (Purchase)	Cemetery	353.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	24.84
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	131.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM (Credit)	Cemetery	-250.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	55.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	PAYPAL (Purchase)	Cemetery	120.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	72.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	128.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ZORO TOOLS INC (Purchase)	Cemetery	304.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 063 (Purchase)	Cemetery	163.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	18.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	68.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ZORO TOOLS INC (Purchase)	Cemetery	21.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ZORO TOOLS INC (Purchase)	Cemetery	17.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	General Fund	121.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	General Fund	74.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	SQ *SCHWENK LOCK (Purchase)	General Fund	27.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ROBERT BROOKE ASS (Purchase)	General Fund	281.84
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	49.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	83.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	756.59
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	140.77
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	98.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	217.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	128.92
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579491	PC0525PARK	THE HOME DEPOT 063 (Purchase)	General Fund	140.77

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	SCP - 36 (Purchase)	General Fund	204.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	120.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	492.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	54.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HARRELL'S LLC (Purchase)	Cemetery	434.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	GARDENLAND POWER EQ (Purchase)	Cemetery	2,447.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	PESTICIDE APPLICATO (Purchase)	Cemetery	55.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	General Fund	59.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HOMEDEPOT.COM (Purchase)	General Fund	27.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	SQ *PRIORITYWEST MA (Purchase)	Cemetery	1,090.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HARRELL'S LLC (Purchase)	Cemetery	117.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HARRELL'S LLC (Purchase)	Cemetery	1,098.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	HARRELL'S LLC (Purchase)	Cemetery	623.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 063 (Purchase)	General Fund	74.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	27.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	ISA (Purchase)	General Fund	135.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	WESTERN CHAPTER INT (Purchase)	General Fund	675.00

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2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	PIONEER ATHLETICS (Purchase)	General Fund	877.23
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	General Fund	39.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	62.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	General Fund	10.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 063 (Purchase)	General Fund	236.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	THE HOME DEPOT 630 (Purchase)	General Fund	9.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	AMAZON MKTPLACE PMTS (Credit)	General Fund	-101.49
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	CHEWY.COM (Purchase)	General Fund	343.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM*NI4BS0WB (Purchase)	LawrenceStation MaintenanceCFD	90.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	AMAZON MKTPL (Purchase)	General Fund	304.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	AMAZON MKTPLACE PMTS (Credit)	General Fund	-169.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	SHERATON GRD SCRMNT (Purchase)	General Fund	788.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	SHERATON GRD SCRMNT (Purchase)	General Fund	788.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	THE BUSINESS JOURNA (Purchase)	General Fund	998.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	AMAZON MKTPL (Purchase)	General Fund	37.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	SHERATON GRD SCRMNT (Purchase)	General Fund	788.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	BIZJTIX*THE FUTURE (Purchase)	General Fund	135.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579492	PC0525PLAN	CACEO (Purchase)	General Fund	100.00

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	CACEO (Purchase)	General Fund	695.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CARA ENTERP (Purchase)	General Fund	787.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CNOA (Purchase)	General Fund	450.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	PAYPAL (Purchase)	General Fund	1,560.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	SPECIALTYS.COM (Purchase)	General Fund	128.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	CACEO (Purchase)	General Fund	100.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	AMERICAN PLANNING A (Purchase)	General Fund	611.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579492	PC0525PLAN	CACEO (Purchase)	General Fund	100.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CNOA (Purchase)	General Fund	450.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	COLT'S MANUFACTURIN (Purchase)	General Fund	605.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	COLT'S MANUFACTURIN (Purchase)	General Fund	605.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	EB *WELLNESS ON THE (Purchase)	Police Operating Grant Fund	2,375.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	US POLICE AND FIRE (Purchase)	General Fund	170.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SUNSHINE CLEANERS (Purchase)	General Fund	47.84
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	US POLICE AND FIRE (Purchase)	General Fund	500.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STARBUCKS 05619 (Purchase)	General Fund	22.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ZANOTTO S FAMILY MA (Purchase)	General Fund	320.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SAFEWAY 0763 (Purchase)	General Fund	99.45
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON.COM*N220N273 (Purchase)	General Fund	40.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	USPS PO 0569480201 (Purchase)	General Fund	7.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HYATT REGENCY SONOM (Purchase)	General Fund	202.12
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SOUTHWEST (Purchase)	General Fund	303.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DOUBLETREE SONOMA (Purchase)	General Fund	613.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	MARRIOTT MISSION VA (Purchase)	General Fund	1,838.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALAMEDACNTYSHERIFFRTC (Credit)	General Fund	-430.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *NATIONAL TACTICAL (Credit)	General Fund	-779.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	EFX INFO SERVICES L (Purchase)	General Fund	94.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	MARRIOTT MISSION VA (Purchase)	General Fund	1,838.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	WWW.RELIANTHIRING.C (Purchase)	General Fund	575.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	RESCUE ESSENTIALS (Credit)	General Fund	-629.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SPRINGHILL SUITES (Purchase)	General Fund	786.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *CRAMER'S BAGELS (Purchase)	General Fund	35.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SAVAGE TRAINING GRO (Purchase)	General Fund	595.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	LAKE NATOMA INN (Purchase)	General Fund	535.60
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579493	PC0525POLC	STARBUCKS STORE 056 (Purchase)	General Fund	22.00

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	MARRIOTT TB ISLE MI (Purchase)	General Fund	1,803.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *GRIDIRON TRAINI (Purchase)	General Fund	520.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	LAKE NATOMA INN (Purchase)	General Fund	535.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *CRAMER'S BAGELS (Purchase)	General Fund	35.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STARBUCKS STORE 056 (Purchase)	General Fund	22.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *POLICE RECORDS (Purchase)	General Fund	2,131.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALASKA AIR (Purchase)	General Fund	242.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HAMPTON INNS (Purchase)	General Fund	866.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALASKA AIR (Purchase)	General Fund	242.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STAPLES 00107 (Purchase)	General Fund	6.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALASKA AIR (Purchase)	General Fund	242.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALASKA AIR (Purchase)	General Fund	242.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ALASKA AIR (Purchase)	General Fund	242.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SOUTHWEST (Purchase)	General Fund	470.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HYATT PLACE SACRAME (Purchase)	General Fund	754.30
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	245.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HAMPTON INNS (Purchase)	General Fund	953.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	BEST WESTERN HOTELS (Purchase)	General Fund	997.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	THE_RTC (Purchase)	General Fund	190.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK CSC (Purchase)	General Fund	60.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SMART AND FINAL 448 (Purchase)	General Fund	12.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	145.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	325.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	195.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	145.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	600.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	THOMSON WEST (Purchase)	General Fund	1,197.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK CSC (Purchase)	General Fund	60.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	145.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	120.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	70.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STAPLES 00107 (Purchase)	General Fund	59.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	275.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	145.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579493	PC0525POLC	ATT (Purchase)	General Fund	145.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	295.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	152.45
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STAPLES 00107 (Purchase)	General Fund	31.71
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	95.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HILTON GDN INN MTRY (Purchase)	General Fund	1,126.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	HILTON GDN INN MTRY (Purchase)	General Fund	1,126.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ATT (Purchase)	General Fund	900.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	POWTOON.COM (Purchase)	General Fund	1,500.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	THE HOME DEPOT 630 (Purchase)	General Fund	49.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DRIVERS LICENSE GUI (Purchase)	General Fund	103.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CHEWY.COM (Purchase)	General Fund	80.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	LS SAN JOSE CAMERA (Purchase)	General Fund	54.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	258.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *CALIFORNIA POLI (Purchase)	General Fund	170.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	103.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ZOOM.COM 888-799-96 (Purchase)	General Fund	168.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *SPECTRUM CANINE (Purchase)	General Fund	3,200.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	THE SOURCING GROUP (Purchase)	General Fund	425.59
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *THE ED. JONES C (Purchase)	General Fund	372.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	105.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *LAW ENFORCEMENT (Purchase)	General Fund	2,400.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *HERO INDUSTRIES (Purchase)	General Fund	1,845.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	PSI EXAMS (Purchase)	General Fund	175.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ENCORE MARKETING SO (Purchase)	General Fund	790.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	34.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ANIMAL DENTAL CLINI (Purchase)	General Fund	2,000.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *THE ED. JONES C (Purchase)	General Fund	4,042.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	TARGET 00028 (Purchase)	General Fund	16.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	COSTCO WHSE 0129 (Purchase)	General Fund	108.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *CALIFORNIA POLI (Purchase)	General Fund	2,673.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ANIMAL DENTAL CLINI (Purchase)	General Fund	3,563.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CHEWY.COM (Purchase)	General Fund	77.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH ROSIES (Purchase)	General Fund	79.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH WORLDW (Purchase)	General Fund	77.32
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579493	PC0525POLC	DD *DOORDASH SUMIYA (Purchase)	General Fund	128.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	12.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SJ MERCURY NEWS CIR (Purchase)	General Fund	169.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	UNITED AIRLINES (Purchase)	General Fund	396.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	INTERNATIONAL ASSOC (Purchase)	General Fund	699.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 0630 (Credit)	General Fund	-34.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SPI*DIRECTV SERVICE (Purchase)	General Fund	136.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-17.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-11.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-3.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-2.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-2.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	77.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	GRAINGER (Purchase)	General Fund	65.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	149.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	METAL-WERX LLC (Purchase)	General Fund	38.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	113.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	Fire Department	27.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Purchase)	General Fund	841.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Credit)	General Fund	-0.61
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Purchase)	General Fund	62.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SP DETAIL KING OFFI (Purchase)	General Fund	112.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	PAYPAL (Purchase)	General Fund	53.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	112.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	CMC RESCUE (Purchase)	General Fund	43.65
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	GRAINGER (Purchase)	General Fund	99.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ALERT ALL CORP (Purchase)	General Fund	818.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	GRAINGER (Purchase)	General Fund	18.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	157.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	29.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	18.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 0630 (Credit)	General Fund	-53.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	CTL SCIENTIFIC SUPP (Purchase)	General Fund	101.57
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	13.30

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	IMPERIAL SUPPLIES (Purchase)	General Fund	81.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	BT *O'S CUSTOM (Purchase)	General Fund	50.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	PAYPAL (Purchase)	General Fund	56.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	10.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	GRAINGER (Purchase)	General Fund	7.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	INT'L CODE COUNCIL (Purchase)	Fire New Dvlpmnt Srvc Fee	226.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	INT'L CODE COUNCIL (Purchase)	Fire New Dvlpmnt Srvc Fee	504.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ADOBE *ADOBE (Purchase)	General Fund	49.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SOS TOILETS (Purchase)	General Fund	600.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ASTM FEES/PUBLICATI (Purchase)	Fire New Dvlpmnt Srvc Fee	119.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Purchase)	General Fund	467.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	22.31
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	141.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	17.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	19.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	89.77
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	A SLICE OF NY - SJ (Purchase)	General Fund	188.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	LUPITA'S TAQUERIA (Purchase)	General Fund	167.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ALSCO INC. (Purchase)	General Fund	2,422.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	COSTCO DELIVERY 84 (Purchase)	General Fund	469.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	COSTCO DELIVERY 84 (Purchase)	General Fund	273.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HOMEDEPOT.COM (Purchase)	General Fund	208.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	8.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	58.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	BLINDS.COM 2150 (Purchase)	General Fund	164.77
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	21.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	81.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	ALSCO INC. (Purchase)	General Fund	2,111.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	RS HUGHES CO. (Purchase)	General Fund	1,540.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	41.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	45.12
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	18.82

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	14.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	CMC RESCUE (Purchase)	General Fund	4,705.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SPI*DIRECTV SERVICE (Purchase)	General Fund	92.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	434.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	537.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	NI GOVERNMENT (Purchase)	General Fund	92.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	145.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	HILTON ADVPURCH8002 (Purchase)	General Fund	376.57
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	44.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	186.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	56.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	41.87
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	145.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SAFEWAY 0763 (Purchase)	General Fund	13.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	37.19
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	RS HUGHES CO. (Purchase)	General Fund	809.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON.COM*NZ55J5FC (Purchase)	General Fund	21.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON.COM*NZ70E94H (Purchase)	General Fund	100.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	39.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	825.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	13.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	16.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	390.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	390.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	825.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	SENIORES PIZZA (Purchase)	General Fund	291.49
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PAYPAL (Purchase)	Water Recycling Program	33.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	BCWJ* SINGLE-JOB-PA (Purchase)	Water Utility	90.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	BCWJ* SINGLE-JOB-PA (Purchase)	Sewer Utility	90.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	YOURMEMBERSHIP (Purchase)	General Fund	649.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PANERA BREAD 20448 (Purchase)	General Fund	27.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	BCWJ* SINGLE-JOB-PA (Purchase)	Water Recycling Program	20.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CHIPOTLE ONLINE (Purchase)	General Fund	517.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	YOURMEMBERSHIP (Purchase)	General Fund	279.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579488	PC0525HREC	PAYPAL (Purchase)	Sewer Utility	150.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PAYPAL (Purchase)	Water Utility	150.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PANERA BREAD 20448 (Purchase)	General Fund	104.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PANERA BREAD 20448 (Purchase)	General Fund	27.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	390.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	CALPELRA (Purchase)	General Fund	825.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PANERA BREAD 20448 (Purchase)	General Fund	13.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	PANERA BREAD 20448 (Purchase)	General Fund	107.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	AMAZON MKTPL (Purchase)	General Fund	70.62
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	ZOOM.COM 888-799-96 (Purchase)	General Fund	15.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	TST*MIO VICINO (Purchase)	General Fund	103.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	SQ *TRITON MUSEUM O (Purchase)	General Fund	1,200.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	BAY AREA DATA SUPPL (Purchase)	Water Utility	60.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	BETTER SOURCE LIQUI (Purchase)	General Fund	4,988.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579488	PC0525HREC	OFFICE ANYTHING.COM (Purchase)	General Fund	6,057.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	LOGICAL OPERATIONS (Purchase)	Information Technology Service	127.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	BLUEBEAM INC. (Purchase)	Building New Dvlpmnt Srvc Fee	330.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	BAY AREA DATA SUPPL (Purchase)	Sewer Utility	60.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	ARIN (Purchase)	Information Technology Service	262.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	Information Technology Service	432.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	General Fund	304.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	General Fund	76.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	CMS COMMUNICATIONS (Purchase)	Information Technology Service	3,421.57
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	BLUEBEAM INC. (Purchase)	Building New Dvlpmnt Srvc Fee	330.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	MSFT * E0600W64VZ (Purchase)	Information Technology Service	720.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	Information Technology Service	425.31
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	SOUTHWEST (Purchase)	Information Technology Service	180.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON.COM*NW5Z41MX (Purchase)	Information Technology Service	95.12
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	Building New Dvlpmnt Srvc Fee	126.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	AMAZON MKTPL (Purchase)	Information Technology Service	126.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	ZOOM.COM 888-799-96 (Purchase)	Information Technology Service	1,122.87
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	ZOOM.COM 888-799-96 (Purchase)	General Fund	105.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	237.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	164.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	BRODART SUPPLIES (Purchase)	General Fund	496.49
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579490	PC0525LIBR	SAINT PETERSBURG TR (Purchase)	General Fund	2,038.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	SAINT PETERSBURG TR (Purchase)	General Fund	1,806.77
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	BLUEBEAM INC. (Purchase)	Building New Dvlpmnt Srvc Fee	330.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	ATT (Purchase)	Information Technology Service	0.78
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	CABLESANDKITS (Purchase)	Information Technology Service	281.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	DNH*GODADDY 3748806 (Purchase)	Information Technology Service	14.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579489	PC0525INFO	TRANSOFT SOLUTION I (Purchase)	General Fund	1,520.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	SAINT PETERSBURG TR (Purchase)	General Fund	1,280.39
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	SP ARROWZOOM (Purchase)	General Fund	912.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	GENESIS LIGHTING CO (Purchase)	General Fund	1,488.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	26.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	7.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	71.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	COMCAST CALIFORNIA (Purchase)	General Fund	123.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	THE SOURCING GROUP (Purchase)	General Fund	70.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	181.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	EDDIEBAUER 4264 (Purchase)	Library Operating Grant Fund	124.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	SPROUTS FARMERS MAR (Purchase)	Library Operating Grant Fund	19.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	40.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	62.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	PAYFLOW/PAYPAL (Purchase)	General Fund	649.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	PROJECTOR (Purchase)	General Fund	69.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	16.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	General Fund	211.03
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	USPS PO 0569530202 (Purchase)	General Fund	6.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	USI ED GOV (Purchase)	General Fund	248.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	GARDENLAND POWER EQ (Purchase)	Cemetery	995.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	261.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM*NB8T731K (Purchase)	Cemetery	89.23
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	1,451.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON.COM*NB1N36M9 (Purchase)	Cemetery	684.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579491	PC0525PARK	AMAZON MKTPL (Purchase)	Cemetery	1,054.87
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	112.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON.COM*NZ5372CQ (Purchase)	Library Operating Grant Fund	34.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	AMAZON.COM*NZ4OR5YV (Purchase)	Library Operating Grant Fund	209.86
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579490	PC0525LIBR	BAY AREA PIZZA (Purchase)	Library Operating Grant	222.59

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Fund	
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579490	PC0525LIBR	WORDWALL.NET (Purchase)	Library Operating Grant Fund	232.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH SWEETG (Purchase)	General Fund	119.23
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH SLICEO (Purchase)	General Fund	99.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH LAZYDO (Purchase)	General Fund	100.11
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH IKESLO (Purchase)	General Fund	103.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH JANGSU (Purchase)	General Fund	125.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH SENDAI (Purchase)	General Fund	188.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH URBANP (Purchase)	General Fund	80.85
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH SLICEO (Purchase)	General Fund	69.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH MENDOC (Purchase)	General Fund	87.24
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	DD *DOORDASH SWEETG (Purchase)	General Fund	107.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SOUTHWEST (Purchase)	General Fund	338.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	44.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SP CRASH DATA GROUP (Purchase)	General Fund	1,500.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK VIOLATION C (Purchase)	General Fund	11.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK VIOLATION C (Purchase)	General Fund	16.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SQ *SPECTRUM CANINE (Purchase)	General Fund	617.40

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2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK VIOLATION C (Purchase)	General Fund	23.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	FASTRAK VIOLATION C (Purchase)	General Fund	11.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *CRIME SCENE CLE (Purchase)	General Fund	905.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	VITALITY MED (Purchase)	General Fund	68.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	19.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	32.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	55.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	IN *BAY AREA PL SER (Purchase)	General Fund	1,200.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	43.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	EXPRESSWAY (Purchase)	General Fund	111.77
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ARCO 83200M B PETRO (Purchase)	General Fund	73.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CHIPOTLE ONLINE (Purchase)	General Fund	116.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	304.45
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SPEEDWAY 04407 1885 (Purchase)	General Fund	115.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	WHATCOFFEE (Purchase)	General Fund	81.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	THE HOME DEPOT 630 (Purchase)	Fleet Operation Fund	70.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	THE HOME DEPOT 630 (Purchase)	Fleet Operation Fund	24.37
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579473	PC0525AUTO	ROLL-RITE LLC (Purchase)	Fleet Operation Fund	484.67

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	38.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	AMAZON.COM*NW13L9HG (Purchase)	Vehicle Replacement Fund	130.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	40.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	CTC-VIS *SVC (Purchase)	Fleet Operation Fund	0.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	L L HAWAIIAN BBQ (Purchase)	General Fund	37.19
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	MENDOCINOFARMS (Purchase)	General Fund	165.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	AMERICAN COUNCIL OF (Purchase)	General Fund	36.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579476	PC0525CLRK	BKG*HOTEL AT BOOKIN (Purchase)	General Fund	1,306.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	CTC-VIS (Purchase)	Fleet Operation Fund	30.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	ANAHEIM MARRIOTT SU (Purchase)	Fleet Operation Fund	280.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	CTC-VIS *SVC (Purchase)	Fleet Operation Fund	5.59
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	CTC-VIS (Purchase)	Fleet Operation Fund	187.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	L L HAWAIIAN BBQ (Purchase)	General Fund	554.42
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579473	PC0525AUTO	ANAHEIM MARRIOTT SUIT (Credit)	Fleet Operation Fund	-2.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	TECHEX EVENTS LTD (Purchase)	Building New Dvlpmnt Srvc Fee	283.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	TECHEX EVENTS LTD (Purchase)	General Fund	283.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	ICMA ONLINE (Purchase)	Building New Dvlpmnt Srvc Fee	66.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	ICMA ONLINE (Purchase)	General Fund	66.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	ICMA ONLINE (Purchase)	General Fund	66.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	PANERA BREAD 20448 (Purchase)	Building New Dvlpmnt Srvc Fee	60.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	TECHEX EVENTS LTD (Purchase)	General Fund	283.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	KUDOBOARD (Purchase)	Building New Dvlpmnt Srvc Fee	8.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	AMAZON MKTPL (Purchase)	Building New Dvlpmnt Srvc Fee	18.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	PRIMO BRANDS/WATERS (Purchase)	Building New Dvlpmnt Srvc Fee	273.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	AMAZON.COM*NZ20N91E (Purchase)	Building New Dvlpmnt Srvc Fee	9.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	FSP*ICC PENINSULA C (Purchase)	Building New Dvlpmnt Srvc Fee	125.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	AMAZON MKTPL (Purchase)	Building New Dvlpmnt Srvc Fee	31.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	AMAZON.COM*NI5QL7D9 (Purchase)	Building New Dvlpmnt Srvc Fee	82.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	AMAZON.COM*NI3AL9FD (Purchase)	Building New Dvlpmnt Srvc Fee	21.07
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	FSP*ICC PENINSULA CHA (Credit)	Building New Dvlpmnt Srvc Fee	-30.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	CALPELRA (Purchase)	General Fund	825.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	AMAZON.COM*NN4624C0 (Purchase)	General Fund	43.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	EAGLE SIGNS AND DES (Purchase)	General Fund	27.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	THE SOURCING GROUP (Purchase)	General Fund	70.93
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579475	PC0525ATTY	AMAZON.COM*NW2BK4LU	General Fund	87.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT			(Purchase)		
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	THE SOURCING GROUP (Purchase)	Building New Dvlpmnt Srvc Fee	70.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579474	PC0525BLDG	THE SOURCING GROUP (Purchase)	Building New Dvlpmnt Srvc Fee	70.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579475	PC0525ATTY	SJ MERCURY NEWS CIR (Purchase)	General Fund	27.86
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	J.B. TROPHIES (Purchase)	General Fund	87.19
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	INTERCONTINENTAL WI (Purchase)	General Fund	1,850.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	SMART AND FINAL 448 (Purchase)	General Fund	28.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	FASTRAK VIOLATION C (Purchase)	General Fund	15.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	TST*HOME EAT - SANT (Purchase)	General Fund	13.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	IN *USA CUSTOM PAD (Purchase)	General Fund	1,124.63
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	AMAZON MKTPL (Purchase)	General Fund	54.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	AMAZON MKTPL (Purchase)	General Fund	54.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	TST*HOME EAT - SANT (Purchase)	General Fund	546.73
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	SQ *NICK THE GREEK (Purchase)	General Fund	742.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	SQ *NICK THE GREEK (Purchase)	General Fund	120.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	TARGET 00028 (Purchase)	General Fund	140.33
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	SPROUTS FARMERS MAR (Purchase)	General Fund	25.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-8.15

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	DD *DOORDASH CHIPOT (Purchase)	General Fund	5.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	REMARKABLE (Purchase)	S.C.Stadium Authority Ops	2.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	TST*ATHENA GRILL (Purchase)	S.C.Stadium Authority Ops	142.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	SANTA CLA MARRIOTT (Purchase)	General Fund	20.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579477	PC0525CNCL	SMART AND FINAL 448 (Purchase)	General Fund	58.89
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	THE ATHLETIC (Purchase)	S.C.Stadium Authority Ops	4.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	CHIPOTLE ONLINE (Purchase)	General Fund	573.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	TARGET.COM (Purchase)	General Fund	150.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	TARGET.COM (Purchase)	General Fund	9.65
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	DD *DOORDASH CHIPOT (Purchase)	General Fund	20.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	DD *DOORDASH CHIPOT (Purchase)	General Fund	144.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	TERIYAKIMADNESS (Purchase)	General Fund	28.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	TERIYAKIMADNESS (Purchase)	General Fund	160.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	PANERA BREAD 20448 (Purchase)	General Fund	553.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	BIZJTIX*THE FUTURE (Purchase)	General Fund	1,600.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	MMANC (Purchase)	General Fund	70.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	SJ MERCURY NEWS CIR (Purchase)	General Fund	18.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579478	PC0525MNGR	THE SOURCING GROUP (Purchase)	General Fund	70.93

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	AMAZON MKTPL (Purchase)	General Fund	134.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	WDW DISNEY RESORTS (Purchase)	General Fund	582.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	APPLE.COM/BILL (Purchase)	General Fund	19.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	B H PHOTO 800-606-6 (Purchase)	Public Education and Governmnt	1,868.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	VCN (Purchase)	H.U.D Capital Projects	7.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	NATIONAL CONSTRUCTI (Purchase)	H.U.D Capital Projects	349.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	MOTIONARRA* MOTION (Purchase)	General Fund	29.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579478	PC0525MNGR	GOOGLE *GOOGLE ONE (Purchase)	General Fund	19.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	DROPBOX*6SVS28PNQL6 (Purchase)	General Fund	90.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	AMAZON MKTPL (Purchase)	General Fund	87.68
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	AMAZON MKTPL (Purchase)	General Fund	14.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	HOTELCOM72062726194 (Purchase)	General Fund	852.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	WWW.SILICONVALLEYAT (Purchase)	Housing Authority	2,500.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579479	PC0525CMSV	SJ MERCURY NEWS CIR (Purchase)	General Fund	52.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Water Utility	103.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON.COM*NI0IH9FE (Purchase)	Water Utility	156.12
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	AMAZON MKTPL (Purchase)	Sewer Utility	103.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	DUNN-EDWARDS CORP (Purchase)	Water Utility	130.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE UPS STORE 4636 (Credit)	General Fund	-27.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON.COM*NW42I9BJ (Purchase)	General Fund	121.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FEDEX (Purchase)	General Fund	62.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579486	PC0525FINC	DUNN-EDWARDS CORP (Purchase)	Water Utility	130.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	60.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	81.82
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	BOUND TREE MEDICAL (Purchase)	General Fund	8,247.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AIRGAS - WEST (Purchase)	General Fund	3,223.83
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SQ *DISSTINK (Purchase)	General Fund	45.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	60.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	331.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON.COM*UV5U301S (Purchase)	General Fund	187.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	LIGHTNING PRESS (Purchase)	General Fund	185.51
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	THE HOME DEPOT 0630 (Credit)	General Fund	-40.35
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	223.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	1,035.81
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579487	PC0525FIRE	POSITIVE PROMOTIONS (Purchase)	General Fund	2,333.25

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SAFEWAY 2887 (Purchase)	Fire CUPA program Fund	55.91
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	FIRESAFETYEDUCATION (Purchase)	General Fund	122.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	SP BLUE-9 PET (Purchase)	General Fund	368.84
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON.COM*NZ3AH9O2 (Purchase)	General Fund	15.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	AMAZON MKTPL (Purchase)	General Fund	21.70
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	POSITIVE PROMOTIONS (Purchase)	General Fund	2,333.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	STARBUCKS 800-782-7 (Purchase)	Fire CUPA program Fund	44.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	DISPUTE CREDIT (Credit)	General Fund	-27.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	8.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	MEDWASTE MANAGEMENT (Purchase)	General Fund	109.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	MEDWASTE MANAGEMENT (Purchase)	General Fund	109.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	MEDWASTE MANAGEMENT (Purchase)	General Fund	109.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	8.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579487	PC0525FIRE	DISPUTE CREDIT (Credit)	General Fund	-27.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	21.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	BACKFLOW PARTS USA (Purchase)	Water Utility	2,287.43
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	BACKFLOW PARTS USA (Purchase)	Water Utility	1,556.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	ALLIEDCONTROLS.COM (Purchase)	Water Utility	78.85
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	WATER INDUSTRY TRAI (Purchase)	Water Utility	1,600.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	380.85
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON.COM*NB4XP3CX (Purchase)	Water Utility	14.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CONTRACTOR'S WH 71 (Purchase)	Water Utility	964.03
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	ROYAL BRASS INC - S (Purchase)	Water Utility	174.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	BELL ELECTRICAL SUP (Purchase)	Sewer Utility	671.22
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	SQ *D M TRAFFIC SER (Purchase)	Water Utility	76.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE HOME DEPOT 063 (Purchase)	Water Utility	60.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	90.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	667.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AT HOME STORE 296 (Purchase)	Water Utility	58.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CHIPOTLE ONLINE (Purchase)	General Fund	218.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	WHATCOFFEE (Purchase)	General Fund	50.19
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	CHICK-FIL-A 03876 (Purchase)	General Fund	99.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	PEETSCOFFEE/MIGHTYL (Purchase)	General Fund	30.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	SAFEWAY 0763 (Purchase)	General Fund	5.69
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579493	PC0525POLC	AMAZON MKTPL (Purchase)	General Fund	84.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	AMAZON.COM*N201Q9YQ (Purchase)	General Fund	98.97
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	NOAH'S-ONLINE CATER (Purchase)	General Fund	137.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ULINE (Purchase)	General Fund	831.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	STARBUCKS STORE 056 (Purchase)	General Fund	22.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	MMANC (Purchase)	General Fund	575.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	638.34
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NW4VM5B5 (Purchase)	General Fund	162.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	NRPA OPERATING (Purchase)	General Fund	1,200.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	706.03
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ULINE (Purchase)	General Fund	123.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	TARGET 00028 (Purchase)	General Fund	21.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SWANK MOTION PICTUR (Purchase)	General Fund	385.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	BSN SPORTS LLC (Purchase)	General Fund	2,033.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579493	PC0525POLC	ACTION TARGETS (Purchase)	General Fund	396.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AT *JUNIOR MUSEUM (Purchase)	General Fund	28.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	26.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	44.92

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AT *JUNIOR MUSEUM (Purchase)	General Fund	644.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	IKEA 475182460 (Purchase)	General Fund	2,237.07
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	MMANC (Purchase)	General Fund	95.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	89.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	L2G (Purchase)	General Fund	18.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	MMANC (Purchase)	General Fund	95.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	MMANC (Purchase)	General Fund	575.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	57.66
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	MT. EDEN FLORAL COM (Purchase)	General Fund	146.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	CLAY PLANET (Purchase)	General Fund	214.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NI0II4SE (Purchase)	General Fund	23.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NB8KI6SB (Purchase)	General Fund	27.21
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	CLAY PLANET (Purchase)	General Fund	136.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	ULINE (Purchase)	General Fund	33.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	DHARMA TRADING CO (Purchase)	General Fund	472.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NI2U867E (Purchase)	General Fund	66.36
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	262.77
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	90.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	24.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	28.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	FUN EXPRESS (Purchase)	General Fund	142.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	694 BOOMERS LIVERMO (Purchase)	General Fund	757.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	34.09
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	DBC (Purchase)	General Fund	174.87
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	ZANKER LANDSCAPE MA (Purchase)	LawrenceStation MaintenanceCFD	472.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	APPLE STORE R039 (Purchase)	General Fund	38.28
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	90.32
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	THE HOME DEPOT 630 (Purchase)	LawrenceStation MaintenanceCFD	275.88
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	HARRISON MA (Purchase)	General Fund	178.02
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	WEISSMAN'S THEATRIC (Purchase)	General Fund	875.42
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	REVDANCE.TENTH HOUS (Purchase)	General Fund	77.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	WEISSMAN'S THEATRIC (Purchase)	General Fund	121.45
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	APPLE STORE R039 (Credit)	General Fund	-28.44
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	164.18
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	86.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	143.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NW7S868X (Purchase)	General Fund	21.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	WEISSMAN'S THEATRIC (Purchase)	General Fund	192.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	STAPLES 00107 (Purchase)	General Fund	246.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMERICAN RED CROSS (Purchase)	General Fund	235.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMERICAN RED CROSS (Purchase)	General Fund	94.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	WWW COSTCO COM (Purchase)	General Fund	114.56
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	WWW COSTCO COM (Purchase)	General Fund	114.57
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	114.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	761.06
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	54.55
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	657.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	GETSLING.COM (Purchase)	General Fund	60.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	DHARMA TRADING CO (Purchase)	General Fund	415.22
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NI8CR1HI (Purchase)	General Fund	67.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	40.58
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	TARGET 00019 (Purchase)	General Fund	49.20
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579494	PC0525CRCP	AMAZON.COM*NI9ZH2NI (Purchase)	General Fund	25.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	25.29
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	41.46
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	CHASE ACE HARDWARE (Purchase)	General Fund	15.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SAFEWAY 0700 (Purchase)	General Fund	15.08
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	27.96
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	81.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	PANERA BREAD 20448 (Purchase)	General Fund	1,814.41
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	26.17
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	47.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	TARGET 00028 (Purchase)	General Fund	78.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*AA4UW1JQ (Purchase)	Park and Rec Opr GrantTst Fund	95.16
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	CLAY PLANET (Purchase)	General Fund	223.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	73.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	82.03
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	120.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	EFURNITUREMAX LLC (Purchase)	General Fund	606.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SMART AND FINAL 448 (Purchase)	General Fund	35.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	38.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	THE HOME DEPOT 063 (Purchase)	General Fund	48.05
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SQ *CUCINA BAMBINI (Purchase)	General Fund	255.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	BAY FOOTBALL CLUB (Credit)	General Fund	-50.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	BAY FOOTBALL CLUB (Credit)	General Fund	-1,201.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	JOANN STORES 1878 (Purchase)	General Fund	29.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	123.22
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	B H PHOTO 800-606-6 (Purchase)	General Fund	1,741.64
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	130.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON MKTPL (Purchase)	General Fund	93.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SAFEWAY 0700 (Purchase)	General Fund	15.48
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	AMAZON.COM*NW6WD58M (Purchase)	General Fund	134.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	SQ *MIENA YOO MUSIC (Purchase)	General Fund	200.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	PANERA BREAD 20448 (Purchase)	General Fund	2,004.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	4IMPRINT INC (Purchase)	General Fund	643.52
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	PANERA BREAD 20448 (Purchase)	General Fund	2,004.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	IKEA EAST PALO ALTO (Purchase)	General Fund	483.38
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579495	PC0525STRT	IN *ENVIROCERT INTE (Purchase)	General Fund	279.45

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	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	CACEO (Purchase)	General Fund	795.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	UBER *TRIP (Purchase)	General Fund	17.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	UBER *TRIP (Credit)	General Fund	-17.95
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579494	PC0525CRCP	PANERA BREAD 20448 (Purchase)	General Fund	1,492.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	SPREADZ SANDWICHES (Purchase)	General Fund	43.26
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	WWW COSTCO COM (Purchase)	Solid Waste Program	535.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	WWW COSTCO COM (Purchase)	General Fund	32.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	RICE JUNKY. (Purchase)	General Fund	61.07
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	MENDOCINOFARMS (Purchase)	General Fund	19.59
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	PAYMENTUS CORP (Purchase)	Fleet Operation Fund	13.10
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	BAY AREA AIR QUALIT (Purchase)	Storm Drain	599.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	BAY AREA AIR QUALIT (Purchase)	Information Technology Service	553.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	CASQA* CASQA 2025 C (Purchase)	General Fund	885.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	CASQA* CASQA 2025 C (Purchase)	General Fund	885.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	PAYMENTUS CORP (Purchase)	Storm Drain	17.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	BAY AREA AIR QUALIT (Purchase)	Storm Drain	939.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	PAYMENTUS CORP (Purchase)	Storm Drain	27.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	BAY AREA AIR QUALIT (Purchase)	Fleet Operation Fund	444.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	PAYMENTUS CORP (Purchase)	Information Technology Service	16.31
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	ISA (Purchase)	General Fund	295.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	AMAZON.COM*NI9AL2P0 (Purchase)	General Fund	20.71
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	HD SUPPLY FACILITIE (Purchase)	General Fund	53.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	HD SUPPLY FACILITIE (Purchase)	General Fund	72.79
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	ISA (Purchase)	General Fund	230.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	AMAZON MKTPL (Purchase)	General Fund	139.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	WWW COSTCO COM (Purchase)	Solid Waste Program	535.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	AMAZON MKTPL (Purchase)	General Fund	182.09
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	AMAZON.COM*NZ3NN30P (Purchase)	General Fund	131.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	MDSOLUTIONS (Credit)	General Fund	-11.47
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	THE HOME DEPOT 630 (Purchase)	General Fund	103.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	THE HOME DEPOT 063 (Purchase)	General Fund	211.75
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	THE HOME DEPOT 630 (Purchase)	General Fund	226.67
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	PARKSUPPLIE (Purchase)	Solid Waste Program	109.13
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	THE HOME DEPOT 630 (Purchase)	General Fund	194.95
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579496	PC0525WATR	SCP - 36 (Purchase)	Water Utility	159.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	ACMETOOLS.COM (Purchase)	Water Utility	92.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579495	PC0525STRT	THE HOME DEPOT 630 (Purchase)	General Fund	340.71
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	PAYMENTUS CORP (Purchase)	Water Utility	41.74
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	BAY AREA AIR QUALIT (Purchase)	Water Utility	1,415.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	2,101.69
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON.COM*NB96Q79R (Purchase)	Sewer Utility	57.27
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	141.80
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	191.90
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	81.04
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	268.40
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	MUNICIPAL MAINTENAN (Purchase)	Sewer Utility	4,029.38
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	STATE WATER BOARD (Purchase)	Water Utility	70.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	OPC STATE WB FEE (Purchase)	Water Utility	1.93
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	HACH COMPANY (Purchase)	Water Utility	217.92
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	ROYAL BRASS INC - S (Purchase)	Water Utility	1,496.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE HOME DEPOT 630 (Purchase)	Water Utility	109.76
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE HOME DEPOT 630 (Purchase)	Water Utility	86.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	152.60
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	257.14
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	355.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	DUNN-EDWARDS CORP (Purchase)	Water Utility	172.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	239.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Water Utility	119.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	LORD AND SONS - SF (Purchase)	Sewer Utility	1,240.94
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Water Utility	53.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	53.00
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Water Utility	119.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	119.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	119.50
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE HOME DEPOT 063 (Purchase)	Sewer Utility	35.99
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	SQ *D M TRAFFIC SER (Purchase)	Sewer Utility	96.03
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	GRAINGER (Purchase)	Sewer Utility	2,181.62
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE HOME DEPOT 063 (Purchase)	Sewer Utility	49.01
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	111.00
2025-06-11	JP MORGAN CHASE BANK, N.A.	00579496	PC0525WATR	SENIORES PIZZA (Purchase)	Sewer Utility	94.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE SOURCING GROUP (Purchase)	Water Utility	681.98
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	THE SOURCING GROUP (Purchase)	Sewer Utility	611.15
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Water Utility	21.81
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	SENIORES PIZZA (Purchase)	Water Utility	94.72
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	OPC STATE WB FEE (Purchase)	Water Utility	2.20
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	7.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	AMAZON MKTPL (Purchase)	Sewer Utility	7.25
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	WECO INDUSTRIES LLC (Purchase)	Sewer Utility	4,268.53
2025-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00579496	PC0525WATR	STATE WATER BOARD (Purchase)	Water Utility	80.00
				Total for Payment No.:		290,535.05

Payment No: 727451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RECOLOGY SOUTH BAY	00578489	17365JUN2025	RECYCLING SERVICES MAY25	Solid Waste Program	344,415.98
				Total for Payment No.:		344,415.98

Payment No: 003798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-18	CAL PERS - PO BOX 1982	00579389	100000017938766	EMPLOYER/EMPLOYEE ARREARS	General Fund	301,828.94
2025-06-18	CAL PERS - PO BOX 1982	00579390	100000017938753	EMPLOYER/EMPLOYEE ADMIN FEE	General Fund	500.00
				Total for Payment No.:		302,328.94

Payment No: 033717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SILICON VALLEY ANIMAL CONTROL	00579699	2025-53	fy 25/26 - 1st	General Fund	289,986.00
				Total for Payment No.:		289,986.00

Payment No: 033643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RIVERWOOD GROVE	00579468	MP-MAR25-2	CIP-RIVERWOOD GROVE ELECTRICAL	H.U.D Capital Projects	274,874.20
				Total for Payment No.:		274,874.20

Payment No: 727480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578391	1800	FAIRWAYGLENN PUMP ST UPGR PROJ	Storm Drain	30,000.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578392	1801	BOWERS PUMP ST UPGRADE PROJ	Storm Drain	13,350.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578393	1803	LAFAYETTE PUMP ST UPGRADE PROJ	Storm Drain	9,600.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578390	1798	LICK MILL PUMP ST UPGRADE PROJ	Storm Drain	26,400.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578385	1799	LICK MILL PUMP ST UPGRADE PROJ	Storm Drain	4,643.27
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578394	1802	DELACRUZ PUMP ST UPGRADE PROJ	Storm Drain	9,600.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578385	1799	LICK MILL PUMP ST UPGRADE PROJ	Storm Drain	26,400.00
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578392	1801	BOWERS PUMP ST UPGRADE PROJ	Storm Drain	2,293.81
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578392	1801	BOWERS PUMP ST UPGRADE PROJ	Storm Drain	210.20
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578391	1800	FAIRWAYGLENN PUMP ST UPGR PROJ	Storm Drain	92,185.53
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578390	1798	LICK MILL PUMP ST UPGRADE PROJ	Storm Drain	35,416.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578393	1803	LAFAYETTE PUMP ST UPGRADE PROJ	Storm Drain	2,293.81
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578393	1803	LAFAYETTE PUMP ST UPGRADE PROJ	Storm Drain	210.20
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578394	1802	DELACRUZ PUMP ST UPGRADE PROJ	Storm Drain	2,293.81
2025-06-27	TRUE BLUE AUTOMATION SERVICES	00578394	1802	DELACRUZ PUMP ST UPGRADE PROJ	Storm Drain	210.20
				Total for Payment No.:		255,107.35

Payment No: 727344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	C2R ENGINEERING, INC.	00579167	C7097S	ASPHALT WORK ON GLADE DR.	Water Utility Construction	200,542.50
				Total for Payment No.:		200,542.50

Payment No: W26001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-02	SEDGWICK CLAIMS MGMT SVCS INC	00579705	SF-8029-2025-01718774	WT:ESCROW DEP WRKS COMP ACCT	Workers Compensation	178,007.67
				Total for Payment No.:		178,007.67

Payment No: 727263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	General Fund	191.25
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	General Fund	1,122.00
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Water Utility	173.25
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Cemetery	833.85
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Solid Waste Program	84,853.40
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Solid Waste Program	69,715.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ZANKER ROAD RESOURCE	00578221	420251302	CSC DEBRIS BIN APR25	Solid Waste Program	14,358.62
				Total for Payment No.:		171,247.67

Payment No: 727182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VANGUARD CONSTRUCTION	00579008	9553JUN2025	RETENTION RELEASE	Streets and Highways Capital F	168,676.05
				Total for Payment No.:		168,676.05

Payment No: 033596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	R151730 COOL TOPS CANOPY WITH	Vehicle Replacement Fund	1,631.42
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	LAZER Z DIESEL 44 HP YANMAR 3T	Vehicle Replacement Fund	72,457.91
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	KIT-FINISH CUT BAFFLE 144"; EX	Vehicle Replacement Fund	269.54
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	EXMARK FACTORY FREIGHT	Vehicle Replacement Fund	250.00
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	LAZER Z DIESEL 37 HP YANMAR 3T	Vehicle Replacement Fund	48,450.41
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	KIT-FINISH CUT BAFFLE 96"; EXM	Vehicle Replacement Fund	174.60
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	R151730 COOL TOPS CANOPY WITH	Vehicle Replacement Fund	1,631.42
2025-06-27	GARDENLAND POWER EQUIPMENT	00579249	1179648	EXMARK FACTORY FREIGHT	Vehicle Replacement Fund	250.00
				Total for Payment No.:		125,115.30

Payment No: 033634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ORACLE AMERICA INC	00579096	101194557	PEOPLESOFT PROGRAM	General Fund	106,972.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				TECHNICAL S		
2025-06-27	ORACLE AMERICA INC	00579097	101959822	PEOPLESOFT PROGRAM-RELATED SER	General Fund	12,097.15
				Total for Payment No.:		119,069.95

Payment No: 033570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BENEFIT COORDINATORS CORP	00579544	B0JLFP	VISION & DENTAL JUN25 B2513	Payroll Liability&ClearingAcct	14,812.60
2025-06-27	BENEFIT COORDINATORS CORP	00579544	B0JLFP	VISION & DENTAL JUN25 B2513	Payroll Liability&ClearingAcct	103,548.37
				Total for Payment No.:		118,360.97

Payment No: W26005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WASHINGTON TRUST BANK	00580048	06/22/25-07/05/25	WT:VEBA CONTRIB B2514	Fringe Benefits	107,733.56
				Total for Payment No.:		107,733.56

Payment No: 033660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578383	3920	DPW Support - April 2025	General Fund	394.83
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00579120	3918	TPS Agreement No. 2 for Suppor	General Government - Other	9,634.96
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00579119	3917	TPS Agreement No. 2 for Suppor	General Government - Other	1,972.94
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578651	4056	Fire Support - May 2025	Fire Department	2,538.47
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578661	SI-002239	Fire Support - February 2025	Fire Department	16,193.22
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578665	SI-002043	Fire Support - January 2025	Fire Department	18,512.18
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578669	SI-001849	Fire Support - NovDec 2024	Fire Department	34,921.13
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578654	3919	Fire Support - April 2025	Fire Department	9,804.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578655	SI-002384	Fire Support - March 2025	Fire Department	9,228.40
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578651	4056	Fire Support - May 2025	Fire CUPA program Fund	3,286.65
2025-06-27	TRUEPOINT SOLUTIONS, LLC	00578713	4058	BD Support - May 2025	General Fund	78.96
				Total for Payment No.:		106,566.69

Payment No: 033685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ARINI GEOGRAPHICS LLC	00578550	000494	INFOMAP PARCEL DOCUMENTS INTEG	General Fund	372.00
2025-07-11	ARINI GEOGRAPHICS LLC	00579261	000495	GIS Common Operational Picture	General Fund	6,725.00
2025-07-11	ARINI GEOGRAPHICS LLC	00578550	000494	CIP GIS PROFESSIONAL SERVICES	General Government - Other	37,940.75
2025-07-11	ARINI GEOGRAPHICS LLC	00578550	000494	OPERATIONAL GIS PROFESSIONAL S	Information Technology Service	55,317.75
2025-07-11	ARINI GEOGRAPHICS LLC	00578550	000494	ENTERPRISE PERMITTING MAINT	General Fund	3,348.00
				Total for Payment No.:		103,703.50

Payment No: 033415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CARL WARREN & COMPANY	00578417	37153JUN2025	REPLENISH SPEC LIAB TRUST ACCT	Special Liability Insurance	99,043.13
				Total for Payment No.:		99,043.13

Payment No: 033541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SINWAVES INC	00579015	1093	CENTRALIZED TRANSIT SIGNAL PRI	Streets and Highways Capital F	97,750.00
				Total for Payment No.:		97,750.00

Payment No: 033476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BROWNING FERRIS INDUSTRIES	00578181	M241100	SOLID WASTE CHARGES NOV24	Water Utility	35,781.78
2025-06-20	BROWNING FERRIS INDUSTRIES	00578182	M241200	SOLID WASTE CHARGES DEC24	Water Utility	42,682.22
2025-06-20	BROWNING FERRIS INDUSTRIES	00578180	M241000	SOLID WASTE CHARGES OCT24	Water Utility	15,638.70
				Total for Payment No.:		94,102.70

Payment No: W25282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WASHINGTON TRUST BANK	00578792	05/25/25-06/07/25	WT:VEBA CONTRIB B2512	Fringe Benefits	92,000.00
				Total for Payment No.:		92,000.00

Payment No: 033621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MADDEN MEDIA	00579074	2025-029321	AGENCY OF RECORD MAY	Deposit Funds.	46,334.00
2025-06-27	MADDEN MEDIA	00579083	2025-029021	SB/FIFA '26 Activation Plan (M	Deposit Funds.	12,661.76
2025-06-27	MADDEN MEDIA	00579084	2025-029022	SB/FIFA '26 Activation Plan (A	Deposit Funds.	12,661.76
2025-06-27	MADDEN MEDIA	00579276	2025-029325	Website Maintenance Hosting (M	Deposit Funds.	520.00
2025-06-27	MADDEN MEDIA	00579276	2025-029325	Two Week Sprint (May)	Deposit Funds.	1,700.00
2025-06-27	MADDEN MEDIA	00579276	2025-029325	SEO Management (May)	Deposit Funds.	3,000.00
2025-06-27	MADDEN MEDIA	00579281	2025-029323	SB/FIFA '26 Activation Plan (M	Deposit Funds.	12,661.76
				Total for Payment No.:		89,539.28

Payment No: 727016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NUVIS	00578636	28013R	BASIC SERVICES - AMENDMENT NO.	Parks And Recreation	88,069.25
				Total for Payment No.:		88,069.25

Payment No: 727473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TERI BLACK & CO LLC	00579160	25-0131-644	Recruitment for ACA (2 positio	General Fund	23,783.77
2025-06-27	TERI BLACK & CO LLC	00579161	25-0604-703	Recruitment for ACA (2 positio	General Fund	11,074.63
2025-06-27	TERI BLACK & CO LLC	00579274	25-0605-706	Director of Water & Sewer Util	Sewer Utility	15,440.10
2025-06-27	TERI BLACK & CO LLC	00579274	25-0605-706	Director of Water & Sewer Util	Water Utility	910.00
2025-06-27	TERI BLACK & CO LLC	00579273	25-0605-705	Assistant Director of Water an	Water Utility	1,060.00
2025-06-27	TERI BLACK & CO LLC	00579273	25-0605-705	Assistant Director of Water an	Sewer Utility	6,397.65
				Total for Payment No.:		58,666.15

Payment No: 727361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CORE & MAIN LP	00579069	X017629	BOX, TRAFFIC VALVE, G05 BOX	Water Utility Construction	653.55
2025-06-27	CORE & MAIN LP	00579069	X017629	BOLTS, BREAK-OFF FOR HYDRANTS,	Water Utility Construction	12.46
2025-06-27	CORE & MAIN LP	00579069	X017629	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	72.24
2025-06-27	CORE & MAIN LP	00579069	X017629	POLYWRAP, BLUE, F/1 - 1/2 COPP	Water Utility Construction	276.74
2025-06-27	CORE & MAIN LP	00579069	X017629	TEE, MJ, 8IN X 8IN, CL, DI, C-	Water Utility Construction	389.98
2025-06-27	CORE & MAIN LP	00579069	X017629	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	657.78
2025-06-27	CORE & MAIN LP	00579069	X017629	BEND, 45 DEGREES, 8IN, MJ, CL	Water Utility Construction	1,061.91
2025-06-27	CORE & MAIN LP	00579229	X070366	RETAINER GLAND KIT, 8IN, TYLER	Water Utility Construction	5,360.54
2025-06-27	CORE & MAIN LP	00579229	X070366	RETAINER GLAND 6IN, MJ, TYLER	Water Utility Construction	270.92
2025-06-27	CORE & MAIN LP	00579255	W733354	COUPLING, HYMAX, 6", PART #860	Water Utility	1,898.91
2025-06-27	CORE & MAIN LP	00579069	X017629	TRENCH TAPE	Water Utility Construction	31.91
2025-06-27	CORE & MAIN LP	00579069	X017629	BEND, 22-1/2 DEGREES, 8IN, MJ,	Water Utility	208.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Construction	
2025-06-27	CORE & MAIN LP	00579118	X031600	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	67,988.89
2025-06-27	CORE & MAIN LP	00579225	X018425	BEND, 22-1/2 DEGREES, 8IN, MJ,	Water Utility Construction	1,104.43
				Total for Payment No.:		79,988.87

Payment No: 727163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	General Fund	347.65
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	General Fund	670.00
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	General Fund	133.45
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Water Utility	64.90
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Cemetery	453.75
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Solid Waste Program	13,336.27
2025-06-13	ZANKER ROAD RESOURCE	00577794	320251291	DEBRIS BIN SERVICE FOR MARCH25	Solid Waste Program	63,481.66
				Total for Payment No.:		78,487.68

Payment No: 727497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ZANKER ROAD RESOURCE	00578485	520251002	MIXED CONSTRUCT & DEMO	Solid Waste Program	4,023.30
2025-06-27	ZANKER ROAD RESOURCE	00578486	520251314	BRUSH/ YARDWASTE	Solid Waste Program	72,882.40
2025-06-27	ZANKER ROAD RESOURCE	00578757	520251227-R	BRUSH/ YARDWASTE MAY25	Solid Waste Program	1,136.62
				Total for Payment No.:		78,042.32

Payment No: 033441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578521	INVOICE#27730	Task No. 1: Implement PeopleSo	General Government - Other	1,782.00
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578519	INVOICE#28161	Task No. 3: Review current Acc	General Government - Other	25,239.00
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578521	INVOICE#27730	Task No. 2: Improve billing an	General Government - Other	10,343.00
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578519	INVOICE#28161	Task No. 4: Review current AP	General Government - Other	17,522.00
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578520	INVOICE#28873	Task No. 4: Review current AP	General Government - Other	13,319.00
2025-06-13	KASTECH SOFTWARE SOLUTIONS	00578521	INVOICE#27730	Task No. 3: Review current Acc	General Government - Other	8,905.00
				Total for Payment No.:		77,110.00

Payment No: 727115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	ADDITIONAL LED HEADLIGHTS (DEA	Vehicle Replacement Fund	491.06
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	PAINT {6) PANELS 751 WT. WITH	Vehicle Replacement Fund	1,964.25
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	QUAD LOCK PHONE MNT.	Vehicle Replacement Fund	169.11
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	AERO FLOW 24" WINDSCREEN	Vehicle Replacement Fund	420.08
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	KEYLESS RIDE	Vehicle Replacement Fund	409.22
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	BLACK WHEELS (DEALER INSTALL)	Vehicle Replacement Fund	654.75
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	2024 BMW R 1250 RT-P 716 (BLAC	Vehicle Replacement Fund	31,873.48
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	CVR FEE	Vehicle Replacement Fund	34.00
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	FMS REAR FLASH!IGHT/PR24 HOLDE	Vehicle Replacement Fund	218.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	2024 BMW R 1250 RT-P 716 (BLAC	Vehicle Replacement Fund	31,873.48
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	FMS STALKER LIDAR HOLDER	Vehicle Replacement Fund	326.28
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578372	1015	TIRE FEE	Vehicle Replacement Fund	3.50
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	KEYLESS RIDE	Vehicle Replacement Fund	409.22
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	ADDITIONAL LED HEADLIGHTS (DEA	Vehicle Replacement Fund	491.06
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	FMS STALKER LIDAR HOLDER	Vehicle Replacement Fund	326.28
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	TIRE FEE	Vehicle Replacement Fund	3.50
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	CVR FEE	Vehicle Replacement Fund	34.00
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	PAINT {6) PANELS 751 WT. WITH	Vehicle Replacement Fund	1,964.25
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	QUAD LOCK PHONE MNT.	Vehicle Replacement Fund	169.11
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	AERO FLOW 24" WINDSCREEN	Vehicle Replacement Fund	420.08
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	BLACK WHEELS (DEALER INSTALL)	Vehicle Replacement Fund	654.75
2025-06-13	LONG BEACH BMW MOTORCYCLES	00578373	1014	FMS REAR FLASH!IGHT/PR24 HOLDE	Vehicle Replacement Fund	218.25
				Total for Payment No.:		73,127.96

Payment No: 033641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	REAL ENVIRONMENTAL PRODUCTS, LLC	00578487	R250519	REHAB REPLACE D-LINE	Solid Waste Utility-Constructi	71,250.24
				Total for Payment No.:		71,250.24

Payment No: 727604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	THE SOURCING GROUP, LLC	00579767	706471	2025 SUMMER QUARTERLY NEWSLETT	General Fund	65,322.23
				Total for Payment No.:		65,322.23

Payment No: 033507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578192	20250604A	1241/1233/1235/1236 AD BK	General Fund	12,350.94
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578193	20250604B	1241/1233/1235/1236 AD BK	General Fund	8,186.32
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578194	20250604C	1231/1233/1235/1236 JUV BK	General Fund	8,256.56
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578195	20250604D	1231/1233/1235/1236 JUV BK	General Fund	7,188.64
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578196	20250604E	1231/1233/1235/1236 JUV BK	General Fund	5,367.28
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578197	20250604F	1231/1233/1235/1236 JUV BK	General Fund	9,289.36
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578198	20250604G	1231/1233/1235/1236 JUV BK	General Fund	9,360.90
2025-06-20	INGRAM LIBRARY SERVICES LLC	00578199	20250604H	1231/1233/1235/1236 JUV BK	General Fund	5,000.00
				Total for Payment No.:		65,000.00

Payment No: 033711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MADDEN MEDIA	00579976	2025-029324	SB/FIFA '26 Activation Plan (J	Deposit Funds.	12,661.76
2025-07-11	MADDEN MEDIA	00579971	2025-029326	Two Week Sprint (June)	Deposit Funds.	3,000.00
2025-07-11	MADDEN MEDIA	00579971	2025-029326	Website Maintenance Hosting (J	Deposit Funds.	520.00
2025-07-11	MADDEN MEDIA	00579974	2025-029322	Agency of Record (June)	Deposit Funds.	46,334.00
2025-07-11	MADDEN MEDIA	00579971	2025-029326	SEO Management (June)	Deposit Funds.	1,700.00
				Total for Payment No.:		64,215.76

Payment No: 727154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UNDERGROUND REPUBLIC WATER	00578389	S100028861.002	HYDRANT, PAINTED WHITE 4IN	Water Utility	12,022.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				STR	Construction	
2025-06-13	UNDERGROUND REPUBLIC WATER	00578395	S100029366.001	First Check Module with Retain	Water Utility	1,912.25
2025-06-13	UNDERGROUND REPUBLIC WATER	00578396	S100032873.006	CLAMP, FULL CIRCLE, 8" x 15",	Water Utility	1,226.04
2025-06-13	UNDERGROUND REPUBLIC WATER	00578396	S100032873.006	CLAMP, FULL CIRCLE, 8IN X 22-1	Water Utility	3,332.38
2025-06-13	UNDERGROUND REPUBLIC WATER	00578397	S100034931.001	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	3,552.34
2025-06-13	UNDERGROUND REPUBLIC WATER	00578398	S100032873.001	STOP, CORP, STD, 1IN X 1IN. MU	Water Utility	835.31
2025-06-13	UNDERGROUND REPUBLIC WATER	00578398	S100032873.001	VALVE, BACKFLOW PREVENTER, 1IN	Water Utility	5,918.43
2025-06-13	UNDERGROUND REPUBLIC WATER	00578399	S100032873.005	ELBOW, SJ COPPER, 90 DEGREES,	Water Utility	189.15
2025-06-13	UNDERGROUND REPUBLIC WATER	00578398	S100032873.001	COUPLINGS, 2IN X 2IN, PLASTIC,	Water Utility	22.04
2025-06-13	UNDERGROUND REPUBLIC WATER	00578415	S100032873.003	STOP, CORP, STD, 1IN X 1IN. MU	Water Utility	371.24
2025-06-13	UNDERGROUND REPUBLIC WATER	00578415	S100032873.003	VALVE, BACKFLOW PREVENTER, 1IN	Water Utility	1,183.69
2025-06-13	UNDERGROUND REPUBLIC WATER	00578415	S100032873.003	COUPLING, METER, 1IN X 2IN,	Water Utility	908.35
2025-06-13	UNDERGROUND REPUBLIC WATER	00578426	S100026707.002	HYDRANT, PAINTED WHITE 4IN STR	Water Utility	32,639.64
				Total for Payment No.:		64,113.35

Payment No: 033567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAY AREA TREE SPECIALISTS	00579402	10051150	TREE REMOVAL AND PRUNING SERVI	Cemetery	36,606.39
2025-06-27	BAY AREA TREE SPECIALISTS	00579402	10051150	ADDITIONAL FUNDS TO LINE 2	Cemetery	3,801.00
2025-06-27	BAY AREA TREE SPECIALISTS	00579286	10051221	TREE MAINTENANCE SERVICES PARK	General Fund	15,177.00
2025-06-27	BAY AREA TREE SPECIALISTS	00579282	10051219	TREE MAINTENANCE SERVICES PARK	General Fund	777.00
2025-06-27	BAY AREA TREE SPECIALISTS	00579284	10051220	TREE MAINTENANCE SERVICES PARK	General Fund	6,575.64
				Total for Payment No.:		62,937.03

Payment No: 727071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ABODE SERVICES	00578296	TBRA-04-2025AB	TBRA Abode CAHF FY24/25	City Affordable Housing	20,260.58
2025-06-13	ABODE SERVICES	00578296	TBRA-04-2025AB	TBRA Abode HOME FY24/25	H.U.D Capital Projects	42,136.76
				Total for Payment No.:		62,397.34

Payment No: 033617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LEHR	00578578	SI119874	FLEET - PARTS - V3692	Vehicle Replacement Fund	39.93
2025-06-27	LEHR	00578765	SI120009	PARTS - STOCK	Fleet Operation Fund	318.59
2025-06-27	LEHR	00579271	SI119315	PANASONIC TOUGH TABLETS WITH A	General Government - Other	53,127.50
2025-06-27	LEHR	00578769	SI119972	PARTS - V3798, V3799	Vehicle Replacement Fund	4,196.77
2025-06-27	LEHR	00579272	SI119868	HAVIS 2.5" FILLER PLATE; C-FP-	Communications Acq.	564.20
2025-06-27	LEHR	00579272	SI119868	SHIPPING	Communications Acq.	125.00
2025-06-27	LEHR	00579272	SI119868	HAVIS 4" INTERNAL SELF-ADJUSTI	Communications Acq.	3,224.62
				Total for Payment No.:		61,596.61

Payment No: 033535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	REDWOOD CONSTRUCTN & EQUIP INC	00578965	07	CITYWIDE EMERGENCY GENERATOR R	Public Buildings	58,900.00
				Total for Payment No.:		58,900.00

Payment No: 033646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA METHODIST	00579465	MRF-JUN25-8	CIP-LIBERTY TOWER ELEVATOR REP	H.U.D Capital Projects	57,769.88
				Total for Payment No.:		57,769.88

Payment No: 727405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	J FLORES REMODELING INC	00578822	STEIRER-1	STEIRER - 10585	H.U.D Capital Projects	57,630.00
2025-06-27	J FLORES REMODELING INC	00578822	STEIRER-1	STEIRER - 10585	H.U.D Capital Projects	-57,630.00
2025-06-27	J FLORES REMODELING INC	00578822	STEIRER-1	R&R Bath,electric,mold Steirer	H.U.D Capital Projects	57,630.00
				Total for Payment No.:		57,630.00

Payment No: 033489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CSG CONSULTANTS INC	00578936	60349	ANNUAL STREET PAVEMENT MAINTEN	Streets and Highways Capital F	55,167.50
				Total for Payment No.:		55,167.50

Payment No: 727075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BLACK STONE G. C. INC	00577515	41979MAY2025	RE-ROOF/HEATER REPAIR ESLINGER	H.U.D Capital Projects	53,880.00
2025-06-13	BLACK STONE G. C. INC	00577515	41979MAY2025	ESLINGER 10586	H.U.D Capital Projects	53,880.00
2025-06-13	BLACK STONE G. C. INC	00577515	41979MAY2025	ESLINGER 10586	H.U.D Capital Projects	-53,880.00
				Total for Payment No.:		53,880.00

Payment No: 033538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SANTA CLARA METHODIST	00579016	MRF-MAY25-7	CIP-LIBERTY TOWER ELEVATOR REP	H.U.D Capital Projects	53,261.32
				Total for Payment No.:		53,261.32

Payment No: 033615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KIMLEY-HORN AND ASSOC INC	00579256	32007084-1	UNCONTROLLED CROSSWALKS IMPROV	Streets and Highways Capital F	51,140.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		51,140.00

Payment No: 033573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CALIFA GROUP	00578347	8243	1241 AD DB	General Fund	20,748.85
2025-06-27	CALIFA GROUP	00578348	8244	1241 AD DB	General Fund	2,976.00
2025-06-27	CALIFA GROUP	00578346	8242	1241 AD DB	General Fund	21,151.68
2025-06-27	CALIFA GROUP	00578559	8248	1241 AD EBK	General Fund	5,285.17
				Total for Payment No.:		50,161.70

Payment No: 727082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CORE & MAIN LP	00578375	W994070	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	7,311.38
2025-06-13	CORE & MAIN LP	00578378	W699610	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	38,230.52
2025-06-13	CORE & MAIN LP	00578380	W663099	LID, FIBERLITE, CHRISTY #FL36G	Water Utility	1,636.87
2025-06-13	CORE & MAIN LP	00578380	W663099	COVER, STEEL FOR B-9 UTILITY B	Water Utility	921.02
				Total for Payment No.:		48,099.79

Payment No: 727204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CHRIS WORTMAN TRUCKING	00578935	CW-514251	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	15,820.80
2025-06-20	CHRIS WORTMAN TRUCKING	00578932	BJ-519252	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	5,273.60
2025-06-20	CHRIS WORTMAN TRUCKING	00578933	BJ-514252	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	5,273.60
2025-06-20	CHRIS WORTMAN TRUCKING	00578941	AR-520253	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	5,273.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CHRIS WORTMAN TRUCKING	00579017	CW-519251	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	15,820.80
				Total for Payment No.:		47,462.40

Payment No: 033568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAY AREA WEED EATERS	00579045	58	2025 ALL PURPOSE LANDFILL MOWI	Solid Waste Utility-Constructi	46,786.00
				Total for Payment No.:		46,786.00

Payment No: 727494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578818	CUENCA-1	CUENCA - 10031	H.U.D Capital Projects	32,569.51
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578820	CUENCA -2	CUENCA - 10031	H.U.D Capital Projects	13,929.00
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578818	CUENCA-1	CUENCA - 10031	H.U.D Capital Projects	-32,569.51
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578820	CUENCA -2	R&R BATHROOM,CO3 CUENCA	H.U.D Capital Projects	13,929.00
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578818	CUENCA-1	Kitchen,CO1&2,door Cuenca	H.U.D Capital Projects	32,569.51
2025-06-27	WILLIAMS CONSTRUCTION COMPANY	00578820	CUENCA -2	CUENCA - 10031	H.U.D Capital Projects	-13,929.00
				Total for Payment No.:		46,498.51

Payment No: 033457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	[redacted]	00577736	58174	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-06-13	[redacted]	00577737	57934	[redacted] LEGAL	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	[redacted]	00577738	58171	[redacted] LEGAL	[redacted]	[redacted]
2025-06-13	[redacted]	00577843	57935	[redacted] LEGAL	[redacted]	[redacted]
2025-06-13	[redacted]	00577735	57938	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-06-13	[redacted]	00577845	57936	[redacted] LEGAL	[redacted]	[redacted]
2025-06-13	[redacted]	00577844	58172	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-06-13	[redacted]	00577846	58170	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		45,918.56

Payment No: 727117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MAZE & ASSOC	00578522	54052	SOSA	Sports & Open Space Authority	1,359.30
2025-06-13	MAZE & ASSOC	00578522	54052	CITY MANAGER	General Fund	180.00
2025-06-13	MAZE & ASSOC	00578522	54052	CITY MANAGER	General Fund	22,475.00
2025-06-13	MAZE & ASSOC	00578522	54052	WATER	Water Utility	2,265.50
2025-06-13	MAZE & ASSOC	00578522	54052	SEWER	Sewer Utility	906.20
2025-06-13	MAZE & ASSOC	00578522	54052	SOLID WASTE	Solid Waste Program	1,359.30
				Total for Payment No.:		28,545.30

Payment No: 033620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LN CURTIS & SONS	00579463	INV953470	VARIOUS PPE EQUIPMENT	Fire Department	2,474.96
2025-06-27	LN CURTIS & SONS	00579464	INV952936	VARIOUS PPE EQUIPMENT	Fire Department	275.00
2025-06-27	LN CURTIS & SONS	00579466	INV951607	VARIOUS PPE EQUIPMENT	Fire Department	42,209.55
				Total for Payment No.:		44,959.51

Payment No: 033519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578179	0000547911	ROLL OFF SVC 1700 WALSH MAY25	Solid Waste Program	6,095.67
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	Water Utility	118.03
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	Cemetery	708.20
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	Solid Waste Program	190.30
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	4,818.73
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	14,284.37
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	569.21
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	76.55
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	1,835.48
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	General Fund	1,111.19
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	Water Utility	1,295.37
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578219	0000548927	CART & FRONT LOAD BIN JUN25	Solid Waste Program	2,096.69
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	General Fund	545.40
2025-06-20	MISSION TRAIL WASTE SYSTEMS	00578216	0000547912	CSC DEBRIS BIN HAULING MAY25	General Fund	2,652.97
				Total for Payment No.:		36,398.16

Payment No: 033715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SAN JOSE MAILING	00579770	8193	MAILING FOR 5155 STARS & STRIP	General Fund	467.58
2025-07-11	SAN JOSE MAILING	00579770	8193	5155 STARS & STRIP NON-TAXABLE	General Fund	960.40
2025-07-11	SAN JOSE MAILING	00579547	8187	2025 WATER QUALITY SHIPPING	Water Utility	25.00
2025-07-11	SAN JOSE MAILING	00579547	8187	2025 WATER QUALITY POSTAGE	Water Utility	12,858.89
2025-07-11	SAN JOSE MAILING	00579547	8187	2025 WATER QUALITY REPORT	Water Utility	29,971.34
				Total for Payment No.:		44,283.21

Payment No: 727330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANDERSON COMMERCIAL FLOORING	00579289	391901	FINANCE 001-3315-87870	General Fund	11,421.00
2025-06-27	ANDERSON COMMERCIAL FLOORING	00579302	391911	CEMETERY	Cemetery	5,949.00
2025-06-27	ANDERSON COMMERCIAL FLOORING	00579306	391928	FINANCE - PURCHASING 001-3343-	General Fund	16,564.00
2025-06-27	ANDERSON COMMERCIAL FLOORING	00579304	391960	CEMETERY 093-1162-87870	Cemetery	1,674.00
				Total for Payment No.:		35,608.00

Payment No: 033511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	KIMLEY-HORN AND ASSOC INC	00579014	31630459	SANTA CLARA VISION ZERO PLAN (	Streets and Highways Capital F	35,056.88
2025-06-20	KIMLEY-HORN AND ASSOC INC	00579014	31630459	ADDITIONAL SERVICES.	Streets and Highways Capital F	5,702.33
2025-06-20	KIMLEY-HORN AND ASSOC INC	00579014	31630459	CA OFFICE OF TRAFFIC SAFETY FU	Streets and Highways Capital F	3,061.89
				Total for Payment No.:		43,821.10

Payment No: 033708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LEVY SANTA CLARA CONVENTION CENTER	00580003	LEVYINV119	KITCHEN APPLIANCES REPLACEMENT	SCCC-Levy Food & Beverage	10,036.31
2025-07-11	LEVY SANTA CLARA CONVENTION CENTER	00580004	LEVYINV117	TEACHING KITCHEN #4 STAFF COST	SCCC-Levy Food & Beverage	32,237.19
				Total for Payment No.:		42,273.50

Payment No: 727342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BLACK STONE G. C. INC	00578809	ESLINGER #2	ELSINGER - 10586	H.U.D Capital Projects	-20,875.20
2025-06-27	BLACK STONE G. C. INC	00578812	ESLINGER #3	ADA step/front rail Eslinger	H.U.D Capital Projects	2,900.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BLACK STONE G. C. INC	00578812	ESLINGER #3	OSB roof,ext paint Eslinger	H.U.D Capital Projects	17,500.80
2025-06-27	BLACK STONE G. C. INC	00578812	ESLINGER #3	ESLINGER - 10586	H.U.D Capital Projects	17,500.80
2025-06-27	BLACK STONE G. C. INC	00578812	ESLINGER #3	ESLINGER - 10586	H.U.D Capital Projects	-17,500.80
2025-06-27	BLACK STONE G. C. INC	00578809	ESLINGER #2	LR,paint,asbsts,vents-Eslinger	H.U.D Capital Projects	20,875.20
2025-06-27	BLACK STONE G. C. INC	00578809	ESLINGER #2	ESLINGER - 10586	H.U.D Capital Projects	20,875.20
				Total for Payment No.:		41,276.00

Payment No: 727450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	REBUILDING TOGETHER	00579467	24/25-Q3-RTSV	RTSV-Rebuilding Together FY24/	H.U.D Capital Projects	40,503.25
				Total for Payment No.:		40,503.25

Payment No: 033704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INFOSEND INC	00579622	288122	WATER - MAY INSERT	Water Utility	2,918.22
2025-07-11	INFOSEND INC	00579622	288122	BILL PRINT & MAIL TAX	General Fund	7,729.40
2025-07-11	INFOSEND INC	00579622	288122	BILL PRINT & MAIL NON-TAX	General Fund	27,376.04
				Total for Payment No.:		38,023.66

Payment No: 727363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	COUNTY OF SANTA CLARA	00579460	CPC July2024-March2025	County Con-Plan 2025-2030 Prep	General Fund	40,338.29
				Total for Payment No.:		40,338.29

Payment No: 033676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INTL FIREFIGHTERS LOCAL 1171	00580050	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	39,903.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		39,903.26

Payment No: W25294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WASHINGTON TRUST BANK	00579546	06/08/25-06/21/25	WT:VEBA CONTRIB B2513	Fringe Benefits	39,191.37
				Total for Payment No.:		39,191.37

Payment No: 033468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BENEFIT COORDINATORS CORP	00578832	16827	LIFE & DISABILITY INS JUN25	Payroll Liability&ClearingAcct	12,923.70
2025-06-20	BENEFIT COORDINATORS CORP	00578832	16827	LIFE & DISABILITY INS JUN25	Payroll Liability&ClearingAcct	4,643.21
2025-06-20	BENEFIT COORDINATORS CORP	00578832	16827	LIFE & DISABILITY INS JUN25	Payroll Liability&ClearingAcct	4,132.28
2025-06-20	BENEFIT COORDINATORS CORP	00578832	16827	LIFE & DISABILITY INS JUN25	Payroll Liability&ClearingAcct	3,729.33
2025-06-20	BENEFIT COORDINATORS CORP	00578832	16827	LIFE & DISABILITY INS JUN25	Payroll Liability&ClearingAcct	13,675.92
				Total for Payment No.:		39,104.44

Payment No: 727251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRB AND ASSOCIATES, INC.	00578968	6278	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	29,286.51
2025-06-20	TRB AND ASSOCIATES, INC.	00578967	6262	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	9,255.00
				Total for Payment No.:		38,541.51

Payment No: 033493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EJ PIRES TRUCKING INC	00578824	90007064-M	HAULING SERVICES - SEWER - AS	Sewer Utility	2,116.12
2025-06-20	EJ PIRES TRUCKING INC	00578823	90007288-M	HAULING SERVICES - WATER - AS	Water Utility	20,746.80
2025-06-20	EJ PIRES TRUCKING INC	00578823	90007288-M	HAULING SERVICES - SEWER - AS	Sewer Utility	3,661.20
2025-06-20	EJ PIRES TRUCKING INC	00578824	90007064-M	HAULING SERVICES - WATER - AS	Water Utility	11,991.38
				Total for Payment No.:		38,515.50

Payment No: 727097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	FIRST SHIELD SECURITY AND	00578673	6276	Parks - Bathroom Closures	General Fund	7,500.00
2025-06-13	FIRST SHIELD SECURITY AND	00578516	6248	SECURITY AND PATROL FOR SANTA	Convention Cnt Maintenance Dis	15,552.00
2025-06-13	FIRST SHIELD SECURITY AND	00578517	6249	SECURITY AND PATROL FOR SANTA	Convention Cnt Maintenance Dis	15,336.00
				Total for Payment No.:		38,388.00

Payment No: 033534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	RAIMI + ASSOCIATES, INC	00578825	25-6849	ECRSP Revisions	General Government - Other	12,475.32
2025-06-20	RAIMI + ASSOCIATES, INC	00579002	25-6792	PROF SVCS JAN 2025	General Government - Other	25,645.49
				Total for Payment No.:		38,120.81

Payment No: 727323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AIDENS QUALITY PAINTING INC	00579275	1415	FIN PURCHASING 001-3343-87870	General Fund	10,379.00
2025-06-27	AIDENS QUALITY PAINTING INC	00579277	1458	CEMETERY 093-1163-87870	Cemetery	9,850.00
2025-06-27	AIDENS QUALITY PAINTING INC	00579279	1462	SCCC 026-2961-87870 1460	Convention Cnt Maintenance Dis	6,000.00
2025-06-27	AIDENS QUALITY PAINTING INC	00579280	1463	PARKS (REED) 532-1132-80300-30	Parks And Recreation	9,250.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AIDENS QUALITY PAINTING INC	00579428	1460	CEMETERY 093-1163-87870	Cemetery	2,550.00
				Total for Payment No.:		38,029.00

Payment No: 727366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CVENT, INC.	00579086	4110313644	SUBSCRIPTION 7/1/25-6/30/26	Deposit Funds.	37,490.00
				Total for Payment No.:		37,490.00

Payment No: 033607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INFOSEND INC	00578779	286173	WATER - MARCH INSERT	Water Utility	30.43
2025-06-27	INFOSEND INC	00578779	286173	FIRE - MARCH INSERT	General Fund	30.43
2025-06-27	INFOSEND INC	00578779	286173	STREET - MARCH INSERT	Solid Waste Program	159.83
2025-06-27	INFOSEND INC	00578779	286173	BILL PRINT & MAIL	General Fund	33,565.87
				Total for Payment No.:		33,786.56

Payment No: 033443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578606	0038940	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	3,245.00
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578607	0039015	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	4,425.00
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578608	0039070	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	5,826.25
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578609	0039115	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	3,171.25
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578610	0039208	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	8,407.50
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578611	0039311	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	4,130.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578612	0039069	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	3,171.25
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578613	0039114	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	3,097.50
2025-06-13	KEYSER MARSTON ASSOCIATES, INC.	00578614	0039747	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	368.75
				Total for Payment No.:		35,842.50

Payment No: 033464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	VALLEY CONCRETE INC	00578509	052325	AS-NEEDED ASPHALT AND CONCRETE	Streets and Highways Capital F	34,262.26
				Total for Payment No.:		34,262.26

Payment No: 033516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LN CURTIS & SONS	00578969	INV948763	FREIGHT CHARGES	Fire Department	360.71
2025-06-20	LN CURTIS & SONS	00578970	INV948484	VARIOUS PPE EQUIPMENT	Fire Department	391.17
2025-06-20	LN CURTIS & SONS	00578970	INV948484	FREIGHT CHARGES	Fire Department	12.25
2025-06-20	LN CURTIS & SONS	00578971	INV947531	VARIOUS PPE EQUIPMENT	Fire Department	648.75
2025-06-20	LN CURTIS & SONS	00578969	INV948763	VARIOUS PPE EQUIPMENT	Fire Department	31,270.86
2025-06-20	LN CURTIS & SONS	00578973	INV945780	Orange Fox 40 Safety Whistle	General Fund	81.84
2025-06-20	LN CURTIS & SONS	00578971	INV947531	FREIGHT CHARGES	Fire Department	12.25
2025-06-20	LN CURTIS & SONS	00578972	INV947890	FREIGHT CHARGES	Fire Department	18.37
2025-06-20	LN CURTIS & SONS	00578972	INV947890	VARIOUS PPE EQUIPMENT	Fire Department	549.99
2025-06-20	LN CURTIS & SONS	00578975	INV948586	1Gal Bar and Chain Oil	General Fund	171.87
2025-06-20	LN CURTIS & SONS	00578975	INV948586	Estimated Transportation / Shi	General Fund	19.65
2025-06-20	LN CURTIS & SONS	00578976	INV943906	Sling Pocket Psychrometer	General Fund	194.24
2025-06-20	LN CURTIS & SONS	00578976	INV943906	Estimated Transportation / Shi	General Fund	18.02

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LN CURTIS & SONS	00578974	INV947151	Large Grain Leather General Wo	General Fund	136.84
2025-06-20	LN CURTIS & SONS	00578974	INV947151	Estimated Transportation / Shi	General Fund	12.25
2025-06-20	LN CURTIS & SONS	00578975	INV948586	Spark Plug - WSR6F	General Fund	87.30
2025-06-20	LN CURTIS & SONS	00578975	INV948586	98079-56846 Spark Plug	General Fund	22.75
2025-06-20	LN CURTIS & SONS	00578973	INV945780	Estimated Transportation / Shi	General Fund	11.20
				Total for Payment No.:		34,020.31

Payment No: 003795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NAVIA BENEFIT SOLUTIONS, INC	00578748	05/25/25-06/07/25	DD:BIWKLY NAVIA BENEFIT B2512	Payroll Liability&ClearingAcct	8,994.06
2025-06-13	NAVIA BENEFIT SOLUTIONS, INC	00578748	05/25/25-06/07/25	DD:BIWKLY NAVIA BENEFIT B2512	Payroll Liability&ClearingAcct	24,235.85
				Total for Payment No.:		33,229.91

Payment No: 033583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CORE BUSINESS TECHNOLOGIES	00579103	INV-31372	ANNUAL FEE (YEAR 2)	General Fund	30,000.00
2025-06-27	CORE BUSINESS TECHNOLOGIES	00579060	INV-30844	MINI MAGTEK USB SWIPE TERMINAL	General Fund	188.30
2025-06-27	CORE BUSINESS TECHNOLOGIES	00579060	INV-30844	APG 16X18 ELECTRONIC CASH DRAW	General Fund	482.33
2025-06-27	CORE BUSINESS TECHNOLOGIES	00579060	INV-30844	EPSON S9000II MULTIFUNCTIONAL	General Fund	2,099.24
2025-06-27	CORE BUSINESS TECHNOLOGIES	00579060	INV-30844	2-YEAR EXTENDED WARRANTY FOR P	General Fund	239.53
				Total for Payment No.:		33,009.40

Payment No: 003803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NAVIA BENEFIT SOLUTIONS, INC	00579533	06/08/25-06/21/25	DD:BIWKLY NAVIA BENEFIT B2513	Payroll Liability&ClearingAcct	8,796.83
2025-06-27	NAVIA BENEFIT SOLUTIONS, INC	00579533	06/08/25-06/21/25	DD:BIWKLY NAVIA BENEFIT B2513	Payroll Liability&ClearingAcct	23,911.54
				Total for Payment No.:		32,708.37

Payment No: 003808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	NAVIA BENEFIT SOLUTIONS, INC	00580054	06/22/25-07/05/25	DD:BIWKLY NAVIA BENEFIT B2514	Payroll Liability&ClearingAcct	8,416.75
2025-07-11	NAVIA BENEFIT SOLUTIONS, INC	00580054	06/22/25-07/05/25	DD:BIWKLY NAVIA BENEFIT B2514	Payroll Liability&ClearingAcct	23,944.32
				Total for Payment No.:		32,361.07

Payment No: 727434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	OFFICE SOLUTIONS	00578341	12382	BUILDING ANNEX LABOR	General Government - Other	873.00
2025-06-27	OFFICE SOLUTIONS	00578341	12382	BUILDING ANNEX MATERIALS	General Government - Other	1,280.04
2025-06-27	OFFICE SOLUTIONS	00578340	12378	PURCHASING REMODEL LABOR	General Fund	8,271.58
2025-06-27	OFFICE SOLUTIONS	00578340	12378	PURCHASING REMODEL MATERIAL	General Fund	20,771.99
				Total for Payment No.:		31,196.61

Payment No: 727444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	9.84
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	PUMP/4495 N 1ST ST	Sewer Utility	3,307.43
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POOL/2250 ROYAL	General Fund	5,331.97
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	SR CNTR 1303 FREMONT ST	General Fund	3,608.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	NORTHSIDE LIB 695 MORELAND WAY	General Fund	134.55
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE-STA2 1900 WALSH AVE.	General Fund	238.09
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	BERMAN BLDG-1405 CIVIC CTR	General Fund	302.14
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE/#1 777 BENTON	General Fund	575.92
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE/#4-2323 PRUNERIDGE	General Fund	126.83
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POOL/BUCHER-REBIERO	General Fund	7.84
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	379.03
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	STREET/1700 WALSH 50%	General Fund	379.03
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	CITY HALL-1500 WARBURTON	General Fund	3,870.30
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POLICE/601 EL CAMINO	General Fund	3,955.87
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POOL/BACHER-REBIERO STS	General Fund	3,272.59
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE/#9-3011 CORVIN	General Fund	25.09
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	GYM/2450 CABRILLO	General Fund	403.82
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	SPORTS CTR/3445 BENTON	General Fund	37.95
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	COMM SVCS-1515 EL CAMINO REAL	General Fund	29.25
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	LIBRARY/2635 HOMESTEAD	General Fund	2,228.51
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POOL/2625 PATRICIA	General Fund	27.69
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	YOUTH SOCCER 5049 CENTENNIAL	General Fund	97.68
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	CRC/969 KIELY	General Fund	1,343.14
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE/#3 2821 HOMESTEAD RD	General Fund	72.03
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POOL/3750 DELA CRUZ	General Fund	22.10
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	2975 LAFAYETTE ST.	General Fund	7.84
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	PARKS/4750 LICK MILL BLVD	General Fund	72.17
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	FIRE/#6-888 AGNEW RD	General Fund	319.09
2025-06-27	PG&E	00579239	2490226441-5 JUN2025	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	116.68
				Total for Payment No.:		30,302.69

Payment No: 727270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BKF ENGINEERS	00579290	25031137R	LAFAYETTE STREET CLASS IV BIKE	Streets and Highways Capital F	29,960.70
				Total for Payment No.:		29,960.70

Payment No: 727179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SAFE MOVES, INC	00578914	30A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	22,707.72
2025-06-20	SAFE MOVES, INC	00578914	30A	2024/24 OTS GRANT - AMENDMENT	Streets and Highways Capital F	6,835.00
				Total for Payment No.:		29,542.72

Payment No: 033716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SEDGWICK CLAIMS MGMT SVCS INC	00579861	400000248667	WORKERS COMP SVCS JULY 2025	Workers Compensation	28,757.75
				Total for Payment No.:		28,757.75

Payment No: 033635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	OVERDRIVE INC	00578678	00910MG25182505	1241 AD EMAG DIGITAL MAG	General Fund	21,666.67
2025-06-27	OVERDRIVE INC	00578679	H-0114381	1241 AD DB	General Fund	7,000.00
				Total for Payment No.:		28,666.67

Payment No: 727120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NEOGOV	00577896	INV-136323	NeoGov insight	General Fund	20,130.67
2025-06-13	NEOGOV	00577896	INV-136323	NeoGov single sign-on	General Fund	1,388.36
2025-06-13	NEOGOV	00577896	INV-136323	NeoGov Subscription	General Fund	5,286.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		26,805.98

Payment No: 727274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IRADJ RAHNAMA	00579522	42055JUN2025	ARCHTCTRL REVIEW 75% REFUND	General Fund	26,550.00
				Total for Payment No.:		26,550.00

Payment No: 727331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANDY'S ROOFING CO INC	00578552	4276	Repair Roof	General Fund	1,225.00
2025-06-27	ANDY'S ROOFING CO INC	00579188	4165	CENTRAL LIBRARY 001-1271-87600	General Fund	24,500.00
				Total for Payment No.:		25,725.00

Payment No: 727607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	U.S. BANK	00580057	06/22/25-07/05/25	BIWKLY PAYROLL DED PARS B2514	Fringe Benefits	25,648.58
				Total for Payment No.:		25,648.58

Payment No: 727002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BELLECCI & ASSOCIATES INC	00578631	240053.00-10	BOWERS PARK PARKING LOT REHABI	Storm Drain	25,349.25
				Total for Payment No.:		25,349.25

Payment No: 727218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FIRST SHIELD SECURITY AND	00578019	6311	Security Service at ISC May 20	General Fund	4,971.00
				Total for Payment No.:		4,971.00

Payment No: 727348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CDW GOVERNMENT	00579215	AE26J1F	APC SMART-UPS SRT 3000VA SINEW	Information Technology Service	4,041.23
2025-06-27	CDW GOVERNMENT	00579215	AE26J1F	APC SMART-UPS ON-LINE SRT BATT	Information Technology Service	4,386.60
2025-06-27	CDW GOVERNMENT	00579217	AE2TK4W	APC SMART-UPS SRT 2200VA SINEW	Information Technology Service	1,957.53
2025-06-27	CDW GOVERNMENT	00579054	AE2Z91H	APC UPS NETWORK MANAGEMENT CAR	Information Technology Service	761.06
2025-06-27	CDW GOVERNMENT	00579226	AE3D49D	STARTECH.COM 3FT HDMI CABLE, 4	General Government - Other	22.17
2025-06-27	CDW GOVERNMENT	00579230	AE3JJ1D	LOGITECH WALL MOUNT FOR VIDEO	General Government - Other	85.65
2025-06-27	CDW GOVERNMENT	00579230	AE3JJ1D	LOGITECH RALLY BAR - VIDEO CON	General Government - Other	3,596.99
2025-06-27	CDW GOVERNMENT	00579228	AE3JI9Y	SAMSUNG BE85D-H - 4K - BUSINES	General Government - Other	1,347.68
2025-06-27	CDW GOVERNMENT	00579054	AE2Z91H	APC SMART-UPS ON-LINE SRT BATT	Information Technology Service	1,662.80
2025-06-27	CDW GOVERNMENT	00579228	AE3JI9Y	RECYCLING FEE 35" AND OVER	General Government - Other	6.00
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	APPLE 11-INCH IPAD PRO - M4 -	General Fund	1,262.33
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	RECYCLING FEE	Fire New Dvlpmnt Srvc Fee	4.00
2025-06-27	CDW GOVERNMENT	00579233	AE4DP2G	C2G CORE SERIES 15FT HIGH SPEE	General Fund	14.79
2025-06-27	CDW GOVERNMENT	00579233	AE4DP2G	C2G 15FT USB C TO HDMI CABLE -	General Fund	43.46
2025-06-27	CDW GOVERNMENT	00579227	AE3ES5G	LOGITECH EXTENDED SINGLE-CABLE	General Government - Other	684.44
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	APPLE 11-INCH IPAD PRO - M4 -	Fire CUPA program Fund	1,262.33
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	APPLE 11-INCH IPAD PRO - M4 -	Fire New Dvlpmnt Srvc Fee	1,262.32
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	RECYCLING FEE	General Fund	4.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CDW GOVERNMENT	00579231	AE4DP1P	RECYCLING FEE	Fire CUPA program Fund	4.00
2025-06-27	CDW GOVERNMENT	00579235	AE4DX8T	SANUS ADVANCED FULL-MOTION PRE	General Government - Other	634.92
2025-06-27	CDW GOVERNMENT	00579237	AE4RL2X	SAMSUNG BE85D-H - 4K - BUSINES	General Fund	1,347.68
2025-06-27	CDW GOVERNMENT	00579237	AE4RL2X	RECYCLING FEE 35" AND OVER	General Fund	6.00
2025-06-27	CDW GOVERNMENT	00579322	AE45Q7H	SANUS ADVANCED FULL-MOTION PRE	General Fund	634.92
				Total for Payment No.:		25,032.90

Payment No: 033655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	THERMAL MECHANICAL INC	00579186	92948	PARKS - CRC 532-1132-80300-300	Parks And Recreation	20,696.00
2025-06-27	THERMAL MECHANICAL INC	00579204	92914	PD - 001-7745-87600 (i)6678 (T	General Fund	785.00
2025-06-27	THERMAL MECHANICAL INC	00579204	92914	PD - 001-7745-87600 (i)6678	General Fund	2,033.25
2025-06-27	THERMAL MECHANICAL INC	00578542	93057	DATA CENTER HVAC REPAIR	Information Technology Service	1,453.35
				Total for Payment No.:		24,967.60

Payment No: 033659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRITON MUSEUM OF ART	00579099	2887JUN2025	Grant Agreement with Triton Mu	General Fund	24,671.13
				Total for Payment No.:		24,671.13

Payment No: 033713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PERKINS + WILL, INC.	00579906	0211589	TASMAN SPECIFIC PLAN -+ 1500 U	General Fund	8,905.65
2025-07-11	PERKINS + WILL, INC.	00579904	0208634	TASMAN SPECIFIC PLAN -+1500 UN	CDD Operating Grant Fund	5,708.75
2025-07-11	PERKINS + WILL, INC.	00579906	0211589	TASMAN SPECIFIC PLAN -+ 1500 U	CDD Operating Grant	9,992.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
				Total for Payment No.:		24,606.75

Payment No: 727408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOHNSON CONTROLS FIRE	00579178	52877707	FIRE DEPT (001-7822-87600)	General Fund	622.88
2025-06-27	JOHNSON CONTROLS FIRE	00579178	52877707	FIRE (T) 001-7822-87600	General Fund	93.41
2025-06-27	JOHNSON CONTROLS FIRE	00579182	24724297	PARKS (001-1134-87600)	General Fund	975.00
2025-06-27	JOHNSON CONTROLS FIRE	00579175	52877757	POLICE (001-7745-87600-6678)	General Fund	916.00
2025-06-27	JOHNSON CONTROLS FIRE	00579175	52877757	POLICE (001-7745-87600-6678)	General Fund	461.73
2025-06-27	JOHNSON CONTROLS FIRE	00579176	24675244	SCCC (026-2961-87870-(I)1460)	Convention Cnt Maintenance Dis	1,000.00
2025-06-27	JOHNSON CONTROLS FIRE	00579177	52864865	PARKS (001-1134-87600)	General Fund	755.70
2025-06-27	JOHNSON CONTROLS FIRE	00579179	52852259	FIRE DEPT (001-7822-87600)	General Fund	645.78
2025-06-27	JOHNSON CONTROLS FIRE	00579191	24732799	POLICE (001-7745-87600-6678)	General Fund	490.00
2025-06-27	JOHNSON CONTROLS FIRE	00579173	52938660	NORTHSIDE LIBRARY 001-1235-876	General Fund	1,060.00
2025-06-27	JOHNSON CONTROLS FIRE	00579179	52852259	FIRE (T) 001-7822-87600	General Fund	13.84
2025-06-27	JOHNSON CONTROLS FIRE	00579190	24617242	PARKS (001-1134-87600)	General Fund	1,730.00
2025-06-27	JOHNSON CONTROLS FIRE	00579184	52940858	PARKS (001-1134-87600)	General Fund	1,023.63
2025-06-27	JOHNSON CONTROLS FIRE	00579171	24732872	POLICE (001-7745-87600-6678)	General Fund	2,970.00
				Total for Payment No.:		12,757.97

Payment No: 033576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CD & POWER	00578584	01-112911	GENERATOR CHARGES	Sewer Utility	311.15
2025-06-27	CD & POWER	00578584	01-112911	PARTS	Sewer Utility	6,790.85
2025-06-27	CD & POWER	00578585	01-110417	LABOR	Sewer Utility	5,826.00
2025-06-27	CD & POWER	00578585	01-110417	MILEAGE	Sewer Utility	1,400.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CD & POWER	00578585	01-110417	SUPPLIES	Sewer Utility	174.78
2025-06-27	CD & POWER	00579240	01-115498	AS-NEEDED REPAIRS	Fleet Operation Fund	1,897.69
2025-06-27	CD & POWER	00579241	01-115331	AS-NEEDED REPAIRS	Fleet Operation Fund	1,282.37
2025-06-27	CD & POWER	00579241	01-115331	MATERIALS (TAXABLE NON-CONSUMA	Fleet Operation Fund	142.63
2025-06-27	CD & POWER	00579242	01-115261	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,216.96
2025-06-27	CD & POWER	00579242	01-115261	MATERIALS (TAXABLE NON-CONSUMA	Fleet Operation Fund	208.04
2025-06-27	CD & POWER	00579243	01-115390	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,293.59
2025-06-27	CD & POWER	00579244	01-115621	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,292.18
2025-06-27	CD & POWER	00579245	01-115619	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,499.53
2025-06-27	CD & POWER	00579245	01-115619	MATERIALS (TAXABLE NON-CONSUMA	Fleet Operation Fund	350.47
2025-06-27	CD & POWER	00579243	01-115390	MATERIALS (TAXABLE NON-CONSUMA	Fleet Operation Fund	131.41
2025-06-27	CD & POWER	00579244	01-115621	MATERIALS (TAXABLE NON-CONSUMA	Fleet Operation Fund	182.82
				Total for Payment No.:		24,000.47

Payment No: 727482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	U.S. BANK	00579530	06/08/25-06/21/25	BIWKLY PAYROLL DED PARS B2513	Fringe Benefits	23,971.24
				Total for Payment No.:		23,971.24

Payment No: 727447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	Finance Lead Academy	General Fund	266.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	Parks Lead Academy	General Fund	1,066.68
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	Police Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	CDD Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	CDD Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	CDD Lead Academy	Building New Dvlpmnt Srvc Fee	3,337.50
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	Police Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	CDD Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	WS Lead Academy	Water Utility	1,668.75
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	WS Lead Academy	Sewer Utility	1,112.50
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	DPW Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	DPW Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	DPW Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	CDD Lead Academy	Building New Dvlpmnt Srvc Fee	1,600.02
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	DPW Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	DPW Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	Parks Lead Academy	General Fund	667.48
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	DPW Lead Academy	General Fund	166.88
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	DPW Lead Academy	General Fund	166.88
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	DPW Lead Academy	General Fund	166.88
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	Finance Lead Academy	General Fund	166.88
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	CDD Lead Academy	General Fund	166.88
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	WS Lead Academy	Sewer Utility	533.30
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	Parks Lead Academy	General Fund	2,225.00
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	DPW Lead Academy	General Fund	266.67
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578781	3524	WS Lead Academy	Water Utility	800.00
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	CDD Lead Academy	General Fund	556.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578782	3523	Finance Lead Academy	General Fund	556.25
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	WS Lead Academy	Water Utility	500.62
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	WS Lead Academy	Sewer Utility	333.75
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	CDD Lead Academy	Building New Dvlpmnt Srvc Fee	1,001.23
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	Police Lead Academy	General Fund	166.68
2025-06-27	PUBLIC SECTOR EXCELLENCE	00578780	3511	CDD Lead Academy	General Fund	166.88
				Total for Payment No.:		21,775.23

Payment No: 727401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IMPARK	00578338	3700082505	SCCC MAY 2025	Convention Cnt Maintenance Dis	18,698.09
2025-06-27	IMPARK	00578338	3700082505	SCCC MAY 2025	Convention Cnt Maintenance Dis	2,527.28
2025-06-27	IMPARK	00578338	3700082505	SCCC MAY 2025	Convention Cnt Maintenance Dis	2,527.28
				Total for Payment No.:		23,752.65

Payment No: 727481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TUCKER CONSTRUCTION	00578526	34392	STORM - LABOR	General Fund	1,470.84
2025-06-27	TUCKER CONSTRUCTION	00578526	34392	MATERIAL - STORM	General Fund	163.20
2025-06-27	TUCKER CONSTRUCTION	00579269	34297	CEMETERY 093-1163-87870	Cemetery	1,263.90
2025-06-27	TUCKER CONSTRUCTION	00579270	34394	PD 001-7745-87870-(I)0028	General Fund	8,000.00
2025-06-27	TUCKER CONSTRUCTION	00579270	34394	PD 001-7745-87870	General Fund	12,540.88
2025-06-27	TUCKER CONSTRUCTION	00579268	34388	SCCC 026-2961-87870 (I) 1460	Convention Cnt Maintenance Dis	300.00
				Total for Payment No.:		23,738.82

Payment No: 033627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MUNISERVICES LLC	00579187	INV06-020995	SALES, USE AND TRANSACTIONS TA	General Fund	22,741.92
				Total for Payment No.:		22,741.92

Payment No: 033467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WOODARD & CURRAN, INC	00578629	248113	SANITARY SEWER HYDRAULIC MODEL	Sewer Utility Construction	22,007.00
				Total for Payment No.:		22,007.00

Payment No: 727407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579262	37569JUN2025	PERS DISABILITY 2025 APR,MAY,J	Workers Compensation	21,555.84
				Total for Payment No.:		21,555.84

Payment No: 033679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SANTA CLARA POLICE ASSN	00580053	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	21,308.22
				Total for Payment No.:		21,308.22

Payment No: 033437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE ROCK CO #29145	00578524	2229110	SAND & BASE ROCK	Water Utility	85.54
2025-06-13	GRANITE ROCK CO #29145	00578524	2229110	SAND & BASE ROCK	Water Utility	57.02
2025-06-13	GRANITE ROCK CO #29145	00578524	2229110	SAND & BASE ROCK	Sewer Utility	28.52
2025-06-13	GRANITE ROCK CO #29145	00578525	2229109	SAND & BASE ROCK	Water Utility Construction	471.12
2025-06-13	GRANITE ROCK CO #29145	00578525	2229109	SAND & BASE ROCK	Water Utility	353.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE ROCK CO #29145	00578525	2229109	SAND & BASE ROCK	Water Utility	235.56
2025-06-13	GRANITE ROCK CO #29145	00578525	2229109	SAND & BASE ROCK	Sewer Utility	117.77
2025-06-13	GRANITE ROCK CO #29145	00578524	2229110	SAND & BASE ROCK	Water Utility Construction	114.03
2025-06-13	GRANITE ROCK CO #29145	00578284	2224440	SAND & BASE ROCK	Water Utility Construction	1,099.41
2025-06-13	GRANITE ROCK CO #29145	00578284	2224440	SAND & BASE ROCK	Water Utility	824.55
2025-06-13	GRANITE ROCK CO #29145	00578284	2224440	SAND & BASE ROCK	Water Utility	549.71
2025-06-13	GRANITE ROCK CO #29145	00578284	2224440	SAND & BASE ROCK	Sewer Utility	274.85
2025-06-13	GRANITE ROCK CO #29145	00578285	2224441	SAND & BASE ROCK	Water Utility Construction	154.04
2025-06-13	GRANITE ROCK CO #29145	00578285	2224441	SAND & BASE ROCK	Water Utility	115.53
2025-06-13	GRANITE ROCK CO #29145	00578285	2224441	SAND & BASE ROCK	Water Utility	77.03
2025-06-13	GRANITE ROCK CO #29145	00578285	2224441	SAND & BASE ROCK	Sewer Utility	38.51
2025-06-13	GRANITE ROCK CO #29145	00578288	2223388	SAND & BASE ROCK	Water Utility	249.57
2025-06-13	GRANITE ROCK CO #29145	00578288	2223388	SAND & BASE ROCK	Water Utility	166.38
2025-06-13	GRANITE ROCK CO #29145	00578288	2223388	SAND & BASE ROCK	Sewer Utility	83.19
2025-06-13	GRANITE ROCK CO #29145	00578289	2227898	SAND & BASE ROCK	Water Utility Construction	875.75
2025-06-13	GRANITE ROCK CO #29145	00578289	2227898	SAND & BASE ROCK	Water Utility	656.81
2025-06-13	GRANITE ROCK CO #29145	00578289	2227898	SAND & BASE ROCK	Water Utility	437.87
2025-06-13	GRANITE ROCK CO #29145	00578289	2227898	SAND & BASE ROCK	Sewer Utility	218.93
2025-06-13	GRANITE ROCK CO #29145	00578290	2227899	SAND & BASE ROCK	Water Utility Construction	179.40
2025-06-13	GRANITE ROCK CO #29145	00578290	2227899	SAND & BASE ROCK	Water Utility	134.55
2025-06-13	GRANITE ROCK CO #29145	00578290	2227899	SAND & BASE ROCK	Water Utility	89.70
2025-06-13	GRANITE ROCK CO #29145	00578290	2227899	SAND & BASE ROCK	Sewer Utility	44.85
2025-06-13	GRANITE ROCK CO #29145	00578286	2226562	SAND & BASE ROCK	Water Utility Construction	175.57
2025-06-13	GRANITE ROCK CO #29145	00578286	2226562	SAND & BASE ROCK	Water Utility	131.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE ROCK CO #29145	00578286	2226562	SAND & BASE ROCK	Water Utility	87.78
2025-06-13	GRANITE ROCK CO #29145	00578286	2226562	SAND & BASE ROCK	Sewer Utility	43.89
2025-06-13	GRANITE ROCK CO #29145	00578287	2223387	SAND & BASE ROCK	Water Utility Construction	857.04
2025-06-13	GRANITE ROCK CO #29145	00578287	2223387	SAND & BASE ROCK	Water Utility	642.78
2025-06-13	GRANITE ROCK CO #29145	00578287	2223387	SAND & BASE ROCK	Water Utility	428.52
2025-06-13	GRANITE ROCK CO #29145	00578287	2223387	SAND & BASE ROCK	Sewer Utility	214.26
2025-06-13	GRANITE ROCK CO #29145	00578288	2223388	SAND & BASE ROCK	Water Utility Construction	332.75
				Total for Payment No.:		10,647.81

Payment No: 033630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NOR-CAL OVERHEAD INC	00579205	49519510	CENTRAL LIB	General Fund	525.00
2025-06-27	NOR-CAL OVERHEAD INC	00579193	49371796	POLICE	General Fund	7,616.03
2025-06-27	NOR-CAL OVERHEAD INC	00579193	49371796	POLICE (T)	General Fund	13,095.00
				Total for Payment No.:		21,236.03

Payment No: 033406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA POLICE ASSN	00578772	05/11/25-06/07/25	UNION DUES B2511 &B2512	Payroll Liability&ClearingAcct	21,143.04
				Total for Payment No.:		21,143.04

Payment No: 033540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SHUMS CODA ASSOC	00578892	11078	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	20,000.00
				Total for Payment No.:		20,000.00

Payment No: 033403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INTL FIREFIGHTERS LOCAL 1171	00578766	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	19,951.63
				Total for Payment No.:		19,951.63

Payment No: 033609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOSH R. RUBIETTA	00579115	SP25-1	CHANGE ORDER #6: ADDITIONAL FU	General Fund	14,367.28
2025-06-27	JOSH R. RUBIETTA	00579115	SP25-1	CHANGE ORDER #8: ADDITIONAL FU	General Fund	5,196.92
				Total for Payment No.:		19,564.20

Payment No: 033599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRANITE CONSTRUCTION CO	00578481	2959555	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-27	GRANITE CONSTRUCTION CO	00578481	2959555	MATERIALS - STREET	General Fund	1,355.00
2025-06-27	GRANITE CONSTRUCTION CO	00578907	2964809	MATERIALS - STREET	General Fund	1,250.37
2025-06-27	GRANITE CONSTRUCTION CO	00579030	2968278	ENVIRONMENTAL FEE	General Fund	49.11
2025-06-27	GRANITE CONSTRUCTION CO	00578478	2962425	MATERIALS - STREET	General Fund	1,360.18
2025-06-27	GRANITE CONSTRUCTION CO	00578478	2962425	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-27	GRANITE CONSTRUCTION CO	00578480	2962426	MATERIALS - STREET	General Fund	841.14
2025-06-27	GRANITE CONSTRUCTION CO	00578480	2962426	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-27	GRANITE CONSTRUCTION CO	00579029	2969069	MATERIALS STREET	General Fund	2,187.89
2025-06-27	GRANITE CONSTRUCTION CO	00579029	2969069	ENVIRONMENTAL FEE	General Fund	16.37
2025-06-27	GRANITE CONSTRUCTION CO	00579030	2968278	MATERIALS - STREET	General Fund	3,141.86
2025-06-27	GRANITE CONSTRUCTION CO	00578907	2964809	ENVIRONMENTAL FEE	General Fund	16.37
2025-06-27	GRANITE CONSTRUCTION CO	00578909	2965755	MATERIALS - STREET	General Fund	1,810.49
2025-06-27	GRANITE CONSTRUCTION CO	00578909	2965755	ENVIRONMENTAL FEE	General Fund	32.74

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRANITE CONSTRUCTION CO	00578923	2967340	MATERIALS - STREET	General Fund	2,792.11
2025-06-27	GRANITE CONSTRUCTION CO	00578923	2967340	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-27	GRANITE CONSTRUCTION CO	00578675	2963356	MATERIALS - STREET	General Fund	639.06
2025-06-27	GRANITE CONSTRUCTION CO	00578675	2963356	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-27	GRANITE CONSTRUCTION CO	00578805	2963981	ENVIRONMENTAL FEE	General Fund	49.11
2025-06-27	GRANITE CONSTRUCTION CO	00578805	2963981	MATERIALS - STREET	General Fund	3,728.52
				Total for Payment No.:		19,434.02

Payment No: 727320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	4LEAF, INC.	00579192	J3808A17	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	19,377.50
				Total for Payment No.:		19,377.50

Payment No: 727573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	IMPARK	00578691	3700082506	SCCC JUNE 2025	Convention Cnt Maintenance Dis	15,176.24
2025-07-11	IMPARK	00578691	3700082506	SCCC JUNE 2025	Convention Cnt Maintenance Dis	2,051.26
2025-07-11	IMPARK	00578691	3700082506	SCCC JUNE 2025	Convention Cnt Maintenance Dis	2,051.26
				Total for Payment No.:		19,278.76

Payment No: 033608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578327	88436500	1241/1233/1235 AD BK	General Fund	588.37
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578327	88436500	1231/1233/1235/1236 JUV BK	General Fund	2,137.31
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578560	88561493	1241/1233/1235/1236 AD BK	General Fund	2,983.81
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578560	88561493	1231/1233/1235/1236 JUV BK	General Fund	2,578.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578560	88561493	1232/1235 YA BK	General Fund	195.39
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578561	88561495	1241 AD BK	General Fund	47.61
2025-06-27	INGRAM LIBRARY SERVICES LLC	00578722	20250611P	1241 AD BK	General Fund	10,432.34
				Total for Payment No.:		18,963.32

Payment No: 727077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	C2R ENGINEERING, INC.	00578590	C7041S	As needed Emergency Water And	Water Utility	18,750.00
				Total for Payment No.:		18,750.00

Payment No: 727183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CA EMPLOYMENT DEVELOPMENT DEPT	00578250	L0305127888	EDD Q1 2025 WATER	Unemployment Insurance Fund	1,757.00
2025-06-20	CA EMPLOYMENT DEVELOPMENT DEPT	00578250	L0305127888	EDD Q1 2025 SVP	Unemployment Insurance Fund	1,168.00
2025-06-20	CA EMPLOYMENT DEVELOPMENT DEPT	00578250	L0305127888	EDD Q1 2025	Unemployment Insurance Fund	15,799.00
				Total for Payment No.:		18,724.00

Payment No: 727377

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	General Fund	872.12
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	Public Buildings	3,934.63
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	General Fund	281.46
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	General Fund	3,633.05
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT	General Fund	504.91

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				TELEVIS		
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	Solid Waste Program	229.50
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	General Fund	3,993.30
2025-06-27	EDELMAN CORP	00579117	256053	GENETEC CLOSED CIRCUIT TELEVIS	General Fund	1,377.03
2025-06-27	EDELMAN CORP	00579121	256046	Labor	General Fund	3,281.25
				Total for Payment No.:		18,107.25

Payment No: 727337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BANKSIA LANDSCAPE, INC.	00579201	25105	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	18,041.08
				Total for Payment No.:		18,041.08

Payment No: 727596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SONSRAY MACHINERY LLC	00579558	SWO072206-1	FLEET - PARTS - V3767	Vehicle Replacement Fund	8,259.67
2025-07-11	SONSRAY MACHINERY LLC	00579558	SWO072206-1	LABOR - V3767	Vehicle Replacement Fund	9,591.95
2025-07-11	SONSRAY MACHINERY LLC	00579558	SWO072206-1	ENVIRONMENTAL CHARGE	Vehicle Replacement Fund	132.70
				Total for Payment No.:		17,984.32

Payment No: 033675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	IBEW	00580049	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	17,961.94
				Total for Payment No.:		17,961.94

Payment No: 033402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	IBEW	00578764	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	17,887.64
				Total for Payment No.:		17,887.64

Payment No: 727004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BKF ENGINEERS	00578632	25050392	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	2,135.33
2025-06-13	BKF ENGINEERS	00578630	25041134R	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	14,970.78
				Total for Payment No.:		17,106.11

Payment No: 727580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	NAPA AUTO PARTS	00579573	018166	PARTS - V3319	Fleet Operation Fund	34.47
2025-07-11	NAPA AUTO PARTS	00579570	018321	PARTS - V3551	Fleet Operation Fund	8.68
2025-07-11	NAPA AUTO PARTS	00579575	016915	PARTS - V3592	Fleet Operation Fund	13.61
2025-07-11	NAPA AUTO PARTS	00579579	017795	PARTS - STOCK	Fleet Operation Fund	29.01
2025-07-11	NAPA AUTO PARTS	00579581	018570	PARTS - STOCK	Fleet Operation Fund	68.26
2025-07-11	NAPA AUTO PARTS	00579585	018847	PARTS - V3131	Fleet Operation Fund	13.13
2025-07-11	NAPA AUTO PARTS	00579583	018936	PARTS - V3131	Fleet Operation Fund	56.55
2025-07-11	NAPA AUTO PARTS	00579577	016917	PARTS - V3592	Fleet Operation Fund	4.22
2025-07-11	NAPA AUTO PARTS	00579587	018865	PARTS - V3131	Fleet Operation Fund	3.64
2025-07-11	NAPA AUTO PARTS	00579589	019035	PARTS - V3124	Fleet Operation Fund	8.71
2025-07-11	NAPA AUTO PARTS	00579590	017742	PARTS - V3188	Fleet Operation Fund	295.69
2025-07-11	NAPA AUTO PARTS	00579586	018853	PARTS - V3131	Fleet Operation Fund	6.89
2025-07-11	NAPA AUTO PARTS	00579592	017714	PARTS - V2932	Fleet Operation Fund	39.27
2025-07-11	NAPA AUTO PARTS	00579594	017271	PARTS - V2932	Fleet Operation Fund	8.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	NAPA AUTO PARTS	00579596	019892	PARTS - V3593	Fleet Operation Fund	8.68
2025-07-11	NAPA AUTO PARTS	00579568	019655	FLEET - PARTS - STOCK	Fleet Operation Fund	6.89
2025-07-11	NAPA AUTO PARTS	00579548	019563	FLEET - PARTS - V3593	Fleet Operation Fund	121.31
2025-07-11	NAPA AUTO PARTS	00579550	019794	FLEET - PARTS - V3733	Fleet Operation Fund	22.29
2025-07-11	NAPA AUTO PARTS	00579578	018740	FLEET - PARTS - V3183	Fleet Operation Fund	9.70
2025-07-11	NAPA AUTO PARTS	00579576	018568	FLEET - PARTS - V3547	Fleet Operation Fund	8.68
2025-07-11	NAPA AUTO PARTS	00579571	019968	FLEET - PARTS - V3132	Fleet Operation Fund	6.89
2025-07-11	NAPA AUTO PARTS	00579572	017745	FLEET - PARTS - V3265	Fleet Operation Fund	49.43
2025-07-11	NAPA AUTO PARTS	00579574	018584	FLEET - PARTS - V3547	Fleet Operation Fund	11.97
2025-07-11	NAPA AUTO PARTS	00579584	019798	FLEET - PARTS - V3733	Fleet Operation Fund	41.09
2025-07-11	NAPA AUTO PARTS	00579582	019748	FLEET - PARTS - V3631	Fleet Operation Fund	72.90
2025-07-11	NAPA AUTO PARTS	00579580	019858	FLEET - PARTS - V3335	Fleet Operation Fund	147.12
2025-07-11	NAPA AUTO PARTS	00579803	020747	PARTS - V#3342	Fleet Operation Fund	43.63
2025-07-11	NAPA AUTO PARTS	00579807	021216	PARTS - V#3601	Fleet Operation Fund	8.68
2025-07-11	NAPA AUTO PARTS	00579809	021353	PARTS - STOCK	Fleet Operation Fund	624.48
2025-07-11	NAPA AUTO PARTS	00579810	021272	PARTS - V#3554	Fleet Operation Fund	40.94
2025-07-11	NAPA AUTO PARTS	00579644	020549	PARTS - V3375	Fleet Operation Fund	84.28
2025-07-11	NAPA AUTO PARTS	00579642	020546	PARTS - V3283	Fleet Operation Fund	16.97
2025-07-11	NAPA AUTO PARTS	00579640	020423	PARTS - SHOP	Fleet Operation Fund	14,730.78
2025-07-11	NAPA AUTO PARTS	00579639	020412	PARTS - V3392	Fleet Operation Fund	43.63
2025-07-11	NAPA AUTO PARTS	00579637	020376	PARTS - V3513	Fleet Operation Fund	61.46
2025-07-11	NAPA AUTO PARTS	00579636	020298	PARTS - VD1321	Fleet Operation Fund	7.63
2025-07-11	NAPA AUTO PARTS	00579630	020012	PARTS - V3475	Fleet Operation Fund	95.41
2025-07-11	NAPA AUTO PARTS	00579631	020055	PARTS - VSTAD007	Fleet Operation Fund	89.13
2025-07-11	NAPA AUTO PARTS	00579633	018866	PARTS - V3132	Fleet Operation Fund	13.13
2025-07-11	NAPA AUTO PARTS	00579634	018960	PARTS - V3132	Fleet Operation Fund	43.63
				Total for Payment No.:		17,001.54

Payment No: 033444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KIMLEY-HORN AND ASSOC INC	00578412	29363731	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	5,075.00
2025-06-13	KIMLEY-HORN AND ASSOC INC	00578410	29100746	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	2,745.00
2025-06-13	KIMLEY-HORN AND ASSOC INC	00578413	29511945	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	1,120.00
2025-06-13	KIMLEY-HORN AND ASSOC INC	00578359	32002840	AGREEMENT FOR PLANNING PROFESS	Streets and Highways Capital F	7,118.52
2025-06-13	KIMLEY-HORN AND ASSOC INC	00578359	32002840	FUNDING: 533-1289-(I)6217.	Streets and Highways Capital F	925.01
				Total for Payment No.:		16,983.53

Payment No: 033614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KIDZ LOVE SOCCER	00579110	2025MAR-12026-0014	CHANGE ORDER 3# ADDITIONAL FUN	General Fund	15,772.25
				Total for Payment No.:		15,772.25

Payment No: 033595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FRANKLIN FRAWLEY THINK TANK	00579461	25-5001	EOC TRAINING WITH A FOCUS ON H	Expendable Trust Funds	15,500.00
				Total for Payment No.:		15,500.00

Payment No: 033465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	VALLEY OIL CO	00578370	544122	UNLEADED GASOLINE	Fleet Operation Fund	15,455.36
				Total for Payment No.:		15,455.36

Payment No: 727368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DAIKIN APPLIED	00579296	3525102	AS NEEDED REPAIRS	Public Buildings	6,402.00
2025-06-27	DAIKIN APPLIED	00579295	3524789	AS NEEDED REPAIRS	Public Buildings	9,013.00
				Total for Payment No.:		15,415.00

Payment No: 727135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	REED & GRAHAM INC	00578292	105021	COLD MIX & BASE ROCK	Water Utility Construction	1,566.29
2025-06-13	REED & GRAHAM INC	00578292	105021	COLD MIX & BASE ROCK	Water Utility	626.51
2025-06-13	REED & GRAHAM INC	00578292	105021	COLD MIX & BASE ROCK	Sewer Utility	156.63
2025-06-13	REED & GRAHAM INC	00578293	106848	COLD MIX & BASE ROCK	Water Utility Construction	1,639.09
2025-06-13	REED & GRAHAM INC	00578293	106848	COLD MIX & BASE ROCK	Water Utility	655.63
2025-06-13	REED & GRAHAM INC	00578293	106848	COLD MIX & BASE ROCK	Sewer Utility	163.90
2025-06-13	REED & GRAHAM INC	00578294	105496	COLD MIX & BASE ROCK	Water Utility Construction	1,586.16
2025-06-13	REED & GRAHAM INC	00578294	105496	COLD MIX & BASE ROCK	Water Utility	634.45
2025-06-13	REED & GRAHAM INC	00578294	105496	COLD MIX & BASE ROCK	Sewer Utility	158.61
2025-06-13	REED & GRAHAM INC	00578297	106956	COLD MIX & BASE ROCK	Water Utility Construction	850.32
2025-06-13	REED & GRAHAM INC	00578297	106956	COLD MIX & BASE ROCK	Water Utility	340.13
2025-06-13	REED & GRAHAM INC	00578297	106956	COLD MIX & BASE ROCK	Sewer Utility	85.02
2025-06-13	REED & GRAHAM INC	00578299	104571	COLD MIX & BASE ROCK	Water Utility Construction	58.47
2025-06-13	REED & GRAHAM INC	00578299	104571	COLD MIX & BASE ROCK	Water Utility	23.38
2025-06-13	REED & GRAHAM INC	00578299	104571	COLD MIX & BASE ROCK	Sewer Utility	5.85
2025-06-13	REED & GRAHAM INC	00578528	107822	COLD MIX & BASE ROCK	Water Utility Construction	1,975.89
2025-06-13	REED & GRAHAM INC	00578528	107822	COLD MIX & BASE ROCK	Water Utility	790.36
2025-06-13	REED & GRAHAM INC	00578528	107822	COLD MIX & BASE ROCK	Sewer Utility	197.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		11,514.27

Payment No: 727153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	U.S. BANK	00578752	05/25/25-06/07/25	BIWKLY PAYROLL DED PARS B2512	Fringe Benefits	15,272.80
				Total for Payment No.:		15,272.80

Payment No: 033585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579263	2351JUN2025	PERS DISABILITY JUNE 2025	Workers Compensation	15,030.05
				Total for Payment No.:		15,030.05

Payment No: 727490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	VAN DERMYDEN MAKUS LAW CORPORATION	00578755	34099	June Investigation Svcs-SVP	General Fund	14,940.29
				Total for Payment No.:		14,940.29

Payment No: 033515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LINNEA SHEEHY	00578854	1083	CHANGE ORDER #5: ADDITIONAL FU	General Fund	4,210.50
2025-06-20	LINNEA SHEEHY	00578852	1082	CHANGE ORDER #5: ADDITIONAL FU	General Fund	10,447.98
				Total for Payment No.:		14,658.48

Payment No: 033706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	JOINT VENTURE SILICON VALLEY	00579981	11931COSsantaclara	JOINT VENTURE SV 2025-06	General Fund	14,352.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		14,352.00

Payment No: 727092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	EDELMAN CORP	00578652	256044	POLICE DEPARTMENT INTERVIEW RO	General Fund	4,987.50
2025-06-13	EDELMAN CORP	00578652	256044	MATERIALS	General Fund	8,966.62
2025-06-13	EDELMAN CORP	00578652	256044	SHIPPING	General Fund	117.38
				Total for Payment No.:		14,071.50

Payment No: 727362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC MATERIAL	Convention Cnt Maintenance Dis	3,319.98
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC LABOR SIGN REPLACEMENT	Convention Cnt Maintenance Dis	2,231.73
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC LABOR	Convention Cnt Maintenance Dis	1,291.52
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC LABOR	Convention Cnt Maintenance Dis	2,106.75
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC MATERIAL	Convention Cnt Maintenance Dis	1,921.31
2025-06-27	CORPORATE SIGN SYSTEMS	00578688	43447	SCCC MATERIAL	Convention Cnt Maintenance Dis	3,134.05
				Total for Payment No.:		14,005.34

Payment No: 727123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	OLD DOMINION BRUSH COMPANY LLC	00578369	9457874	LCB5009 X-TREME VAC BY ODB MOD	Vehicle Replacement Fund	8,459.99
2025-06-13	OLD DOMINION BRUSH COMPANY LLC	00578369	9457874	LCB5009 X-TREME VAC BY ODB MOD	Vehicle Replacement Fund	258.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	OLD DOMINION BRUSH COMPANY LLC	00578369	9457874	FREIGHT	Vehicle Replacement Fund	5,000.00
				Total for Payment No.:		13,717.99

Payment No: 033653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	43.47
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Library	General Fund	101.01
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	COU	General Fund	141.96
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CMO wireless service	General Fund	339.16
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	930.51
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	98.49
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Facilities	General Fund	168.84
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	388.71
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	59.22
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CCO	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CCO	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CAO	General Fund	57.24
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	HR	General Fund	42.21
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	59.22
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	87.36
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	General Fund	118.44
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Finance/Muni Svcs	General Fund	138.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Finance/Purchasing	General Fund	70.35
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Police/Stadium	General Fund	15.46
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Engineering	General Fund	28.14
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Engineering	General Fund	201.18
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CDD/Planning	General Fund	95.76
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CDD/Housing	General Fund	56.28
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Police	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Police	General Fund	527.12
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Water & Sewer Utilities	Sewer Utility	822.89
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	Solid Waste Program	53.55
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Library/READ Santa Clara	Library Operating Grant Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	527.94
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Police	General Fund	147.00
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Fire	General Fund	296.10
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	IT	Information Technology Service	564.93
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	Police	General Fund	14.07
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	DPW/Street & Auto	Fleet Operation Fund	29.40
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	WTR/SWR ONE TIME EQUIP CHR	Sewer Utility	407.58
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	WTR/SWR ONE TIME EQUIP CHR	Water Recycling Program	90.56
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CAO ONE TIME EQUIP CHR	General Fund	905.73
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	WTR/SWR ONE TIME EQUIP CHR	Water Utility	407.58
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CDD/Bldg - Inspection	Building New Dvlpmnt	222.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Srvc Fee	
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CMO/Stadium	S.C.Stadium Authority Ops	28.14
2025-06-27	T-MOBILE	00579105	952058658-06/02/2025	CAO ONE TIME EQUIP CHR	General Fund	905.74
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	98.49
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	32.48
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Library	General Fund	101.01
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	COU	General Fund	141.96
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Facilities	General Fund	168.84
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CCO	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	29.40
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CMO wireless service	General Fund	339.16
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Parks & Rec	General Fund	930.51
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	388.71
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	59.22
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CCO	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CAO	General Fund	43.47
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	HR	General Fund	42.21
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	59.22
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	87.36
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	General Fund	118.44
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Finance/Muni Svcs	General Fund	138.18
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Finance/Purchasing	General Fund	70.35
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Police/Stadium	General Fund	15.46

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Engineering	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Engineering	General Fund	201.18
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Engineering	General Fund	28.14
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Police	General Fund	147.00
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CDD/Planning	General Fund	95.76
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CDD/Housing	General Fund	56.28
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Police	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Police	General Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Police	General Fund	527.12
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	Solid Waste Program	53.55
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Library/READ Santa Clara	Library Operating Grant Fund	14.07
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	469.14
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	222.39
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	IT	Information Technology Service	623.77
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	DPW/Street & Auto	Fleet Operation Fund	29.40
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Water & Sewer Utilities	Sewer Utility	811.65
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	Fire	General Fund	296.10
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	CMO/Stadium	S.C.Stadium Authority Ops	28.14
2025-06-27	T-MOBILE	00579433	952058658-5/2/2025	MISAPPLIED CREDIT 9/2/24 STMNT	Information Technology Service	-2,419.30
				Total for Payment No.:		13,612.89

Payment No: 727390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FOSTER & FOSTER, INC.	00579094	36388	VALUATION SERVICES - OPEB/RETI	General Fund	13,500.00
				Total for Payment No.:		13,500.00

Payment No: 033478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CALIFA GROUP	00578190	8232	1241 AD DB	General Fund	9,045.09
2025-06-20	CALIFA GROUP	00578191	8233	1241 AD DB	General Fund	4,253.00
				Total for Payment No.:		13,298.09

Payment No: 727414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KRISCH & COMPANY	00579253	56964	MAY ACCOUNTING SVCS	Deposit Funds.	12,624.00
				Total for Payment No.:		12,624.00

Payment No: 033664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNITED ROTARY BRUSH CORP	00578904	CI328009	MATERIALS - STREET SHIPPING	Solid Waste Program	65.48
2025-06-27	UNITED ROTARY BRUSH CORP	00578904	CI328009	MATERIALS - STREET	Solid Waste Program	12,299.88
				Total for Payment No.:		12,365.36

Payment No: 727574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579718	0021720649-001	RAINBIRD CLOCK ACCESSORIES	General Fund	28.84
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579720	0021409260-001	RB FALCON 6504 PC ROTOR	General Fund	513.98
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579721	0021378364-001	SHOP TOOLS AND ACCESSORIES	General Fund	335.49
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579722	0020298413-001	RB FALCON 6504 ROTORS	General Fund	965.23
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579723	0021257699-001	AQUALINE QUICK COUPLER	General Fund	21.74

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579723	0021257699-001	RB HOSE SWIVEL	General Fund	65.87
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579724	0021525389-001	PC/FC ROTOR	General Fund	74.58
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579724	0021525389-001	SHOVEL WOOD	General Fund	19.86
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579725	0021216169-001	GOGGLES	General Fund	33.26
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579726	0021573686-001	VALVE REPAIR KIT	General Fund	53.90
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579727	0021755249-001	RAINBIRD CLOCK ACCESSORIES	General Fund	21.74
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579674	0019984430-002	MATERIALS - STREET	General Fund	851.82
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579675	0019196704-005	MATERIALS - STREET	General Fund	470.48
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579673	0019984430-001	MATERIALS - STREET	General Fund	453.51
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579676	0019196704-006	MATERIALS - STREET	General Fund	3,293.37
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579671	0019196704-004	MATERIALS - STREET	General Fund	1,881.93
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579672	0019910301-001	MATERIALS - ST REET	General Fund	608.42
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579677	0020233175-001	MATERIALS - STREET	General Fund	103.82
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579678	0020736930-001	MATERIALS - STREET	General Fund	1,309.47
2025-07-11	IMPERIAL SPRINKLER SUPPLY	00579679	0019196704-007	MATERIALS - STREET	General Fund	1,248.74
				Total for Payment No.:		12,356.05

Payment No: 033637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PENINSULA GYMNASTICS	00579113	0052	CHANGE ORDER #5 ADDITIONAL FUN	General Fund	12,136.80
				Total for Payment No.:		12,136.80

Payment No: 727142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA VALLEY HEALTH	00577873	H11001474600	SART 2504110093	General Fund	2,868.00
2025-06-13	SANTA CLARA VALLEY HEALTH	00577874	H11013144600	SART 2504090128	General Fund	3,417.00
2025-06-13	SANTA CLARA VALLEY HEALTH	00577875	H11052399100	SART 250560049	General Fund	2,890.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA VALLEY HEALTH	00577877	H11013519700	SART 2503100124	General Fund	2,917.00
				Total for Payment No.:		12,092.00

Payment No: 727445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PIVOT INTERIORS	00578342	P-000114378	PURCHASING REMODEL	General Fund	819.00
				Total for Payment No.:		819.00

Payment No: 727191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ADVANCED MOBILITY GROUP	00578884	22304	LICK MILL BLVD PEDESTRIAN BEAC	Streets and Highways Capital F	11,694.00
				Total for Payment No.:		11,694.00

Payment No: 727109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	IMPEC GROUP, LLC	00577894	2505209	SCCC POWER WASH	Convention Cnt Maintenance Dis	400.00
2025-06-13	IMPEC GROUP, LLC	00577589	2505211	SCCC SPACE FRAME	Convention Cnt Maintenance Dis	11,269.50
				Total for Payment No.:		11,669.50

Payment No: 727525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	US POSTAL SERVICE	00580000	2947JULY2025	ADDITIONAL FUNDS FOR PERMIT PI	General Fund	11,638.00
				Total for Payment No.:		11,638.00

Payment No: 033700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GRAINGER-SAN JOSE	00579792	9551993554	PARTS - V#3563	Fleet Operation Fund	11.71
2025-07-11	GRAINGER-SAN JOSE	00579380	9536823645	PARTS - SHOP	Fleet Operation Fund	107.44
2025-07-11	GRAINGER-SAN JOSE	00579562	9538991010	PARTS - SHOP	Fleet Operation Fund	5,187.10
2025-07-11	GRAINGER-SAN JOSE	00579564	9541778586	PARTS - VD2211	Fleet Operation Fund	91.74
2025-07-11	GRAINGER-SAN JOSE	00579566	9544665558	PARTS - SHOP	Fleet Operation Fund	61.24
2025-07-11	GRAINGER-SAN JOSE	00579569	9543177829	PARTS - SHOP	Fleet Operation Fund	40.79
2025-07-11	GRAINGER-SAN JOSE	00579732	9516859692	MULTI METER KIT	General Fund	481.03
2025-07-11	GRAINGER-SAN JOSE	00579733	9515517499	EDGER BLADE REPLACEMENT	General Fund	264.17
2025-07-11	GRAINGER-SAN JOSE	00579734	9515976349	EDGER BLADE	General Fund	124.32
2025-07-11	GRAINGER-SAN JOSE	00579735	9521406760	SAFETY GLASSES	General Fund	171.09
2025-07-11	GRAINGER-SAN JOSE	00579737	9538796963	SHOP TOOLS/ EQUIPMENT	General Fund	458.88
2025-07-11	GRAINGER-SAN JOSE	00579738	9529791445	DRINKING FOUNTAIN	General Fund	4,433.49
2025-07-11	GRAINGER-SAN JOSE	00579738	9529791445	SHIPPING	General Fund	30.00
				Total for Payment No.:		11,463.00

Payment No: 727431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NATIONAL LEAGUE OF CITIES	00579398	191952	MEMBERSHIP DUES FY25-26	General Fund	11,384.00
				Total for Payment No.:		11,384.00

Payment No: 033448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	[redacted]	00578633	2247514	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		11,373.80

Payment No: 727244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SANTA CLARA WEEKLY	00578251	1250095	NIB EOC UPGRADES CE 24-25-08	Fire Department	3,304.00
2025-06-20	SANTA CLARA WEEKLY	00578252	1250096	NIB LAFAYETTE ST CE 24-25-01	Streets and Highways Capital F	3,318.00
2025-06-20	SANTA CLARA WEEKLY	00578995	1250111	5155 STARS AND STRIPES DR	General Fund	1,512.00
2025-06-20	SANTA CLARA WEEKLY	00578996	1250112	2303 GIANERA ST	General Fund	1,568.00
2025-06-20	SANTA CLARA WEEKLY	00578997	1250113	4249 CHEENEY ST	General Fund	1,596.00
				Total for Payment No.:		11,298.00

Payment No: 727064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HYAS GROUP, LLC	00577940	11294425099	Consulting Def Comp (Q1-2025)	General Fund	10,750.00
				Total for Payment No.:		10,750.00

Payment No: 033636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PAN ASIAN PUBLICATIONS (USA) INC	00578329	250604-SAN-KOR	CATALOGING	General Fund	2,675.00
2025-06-27	PAN ASIAN PUBLICATIONS (USA) INC	00578328	250604-SAN-CHI	CATALOGING	General Fund	4,680.00
2025-06-27	PAN ASIAN PUBLICATIONS (USA) INC	00578562	250610-SAN-CHI	CATALOGING	General Fund	3,140.00
				Total for Payment No.:		10,495.00

Payment No: 033611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOYFUL MELODIES CORP	00579396	320602 4186	CHANGE ORDER #5: ADDITIONAL FU	General Fund	7,507.61
2025-06-27	JOYFUL MELODIES CORP	00579396	320602 4186	CHANGE ORDER #4: ADDITIONAL FU	General Fund	2,824.39
				Total for Payment No.:		10,332.00

Payment No: 033603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HELLO HOUSING	00579462	005-2025	BMP Transactions HELLO HOUSING	City Affordable Housing	1,700.00
2025-06-27	HELLO HOUSING	00579462	005-2025	BMP Administration HELLO HOUSI	City Affordable Housing	8,300.00
				Total for Payment No.:		10,000.00

Payment No: 727389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FORCIBLE ENTRY EQUIPMENT	00578530	1063	Halligan tool, wedge, hammer	General Fund	9,967.83
				Total for Payment No.:		9,967.83

Payment No: 727433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NZILANI GLASS CONSERVATION,	00579093	22400	CLEAN THREE (3) SKYLIGHTS IN T	Cemetery	9,918.00
				Total for Payment No.:		9,918.00

Payment No: 727354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CLASSIC GRAPHICS	00578799	51068	LABOR - WO 157803, V3578	Vehicle Replacement Fund	1,870.00
2025-06-27	CLASSIC GRAPHICS	00578799	51068	PARTS - WO 157803, V3578	Vehicle Replacement Fund	516.16
2025-06-27	CLASSIC GRAPHICS	00578800	51067	LABOR - WO 157803, V3578	Vehicle Replacement Fund	2,134.25
2025-06-27	CLASSIC GRAPHICS	00578800	51067	PARTS - WO 157803, V3578	Vehicle Replacement Fund	3,691.09
2025-06-27	CLASSIC GRAPHICS	00578800	51067	MATERIALS - WO 157803, V3578	Vehicle Replacement Fund	711.07
2025-06-27	CLASSIC GRAPHICS	00578799	51068	MATERIALS - WO 157803, V3578	Vehicle Replacement Fund	821.71
				Total for Payment No.:		9,744.28

Payment No: 033701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GRANITE CONSTRUCTION CO	00579687	2975611	ENVIRONMENTAL FEE	General Fund	16.37
2025-07-11	GRANITE CONSTRUCTION CO	00579688	2977545	MATERIALS - STREET	General Fund	3,684.49
2025-07-11	GRANITE CONSTRUCTION CO	00579687	2975611	MATERIALS - STREET	General Fund	1,086.30
2025-07-11	GRANITE CONSTRUCTION CO	00579688	2977545	ENVIRONMENTAL FEE	General Fund	32.74
2025-07-11	GRANITE CONSTRUCTION CO	00579082	2969736	MATERIALS - STREET	General Fund	2,469.00
2025-07-11	GRANITE CONSTRUCTION CO	00579082	2969736	ENVIRONMENTAL FEE	General Fund	32.74
2025-07-11	GRANITE CONSTRUCTION CO	00579670	2974415	MATERIALS - STREET	General Fund	2,319.24
2025-07-11	GRANITE CONSTRUCTION CO	00579670	2974415	ENVIRONMENTAL FEE	General Fund	32.74
				Total for Payment No.:		9,673.62

Payment No: 727247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SMART CITY NETWORKS, L.P.	00578925	070-101-05-2025	5 DELL COMPUTERS	Deposit Funds.	9,668.92
				Total for Payment No.:		9,668.92

Payment No: 033688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CARL WARREN & COMPANY	00579102	CWC-2053809	ADDITIONAL FUNDS PER AMENDMENT	Special Liability Insurance	9,500.00
				Total for Payment No.:		9,500.00

Payment No: 727353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CIVITAS ADVISORS	00579087	59407	JUNE FEES AND EXPENSES	Deposit Funds.	6,240.00
2025-06-27	CIVITAS ADVISORS	00579091	59406	PROF SVCS JUNE 25	Deposit Funds.	3,120.00
				Total for Payment No.:		9,360.00

Payment No: 727192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ALMETEK INDUSTRIES INC	00578158	052825KR	MATERIALS - STORM	General Fund	9,348.15
				Total for Payment No.:		9,348.15

Payment No: 033714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PRISM	00580064	26400063	QRTER PYMT EMP ASSIST B2514	Payroll Liability&ClearingAcct	9,227.52
				Total for Payment No.:		9,227.52

Payment No: 033455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PRESIDIO TECHNOLOGY CAPITAL	00578484	6013225004276	NETWORK EQUIPMENT - TAXABLE	S.C.Stadium Authority CIP	6,366.37
2025-06-13	PRESIDIO TECHNOLOGY CAPITAL	00578484	6013225004276	NETWORK EQUIPMENT - NON-TAXABL	S.C.Stadium Authority CIP	2,626.53
				Total for Payment No.:		8,992.90

Payment No: 727387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FIRST SHIELD SECURITY AND	00579122	6266	SECURITY SERVICES AT CENTRAL L	General Fund	7,429.00
2025-06-27	FIRST SHIELD SECURITY AND	00579194	6274	SECURITY AND PATROL FOR TASMAN	General Fund	760.41
2025-06-27	FIRST SHIELD SECURITY AND	00579168	6275	SECURITY PATROL REABELLO SEWER	Sewer Utility	760.41
				Total for Payment No.:		8,949.82

Payment No: 727402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IMPEC GROUP, LLC	00578335	2505218	LAWERENCE STATION	General Fund	950.00
2025-06-27	IMPEC GROUP, LLC	00578336	2505230	CITY HALL KITCHEN	General Fund	7,040.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IMPEC GROUP, LLC	00578333	2505229	OVERTIME	General Fund	67.50
2025-06-27	IMPEC GROUP, LLC	00578334	2505217	CENTRAL LIB EXTRA SUPPORT	General Fund	337.50
2025-06-27	IMPEC GROUP, LLC	00578337	2505231	FIRE MUSUEM	General Fund	200.00
2025-06-27	IMPEC GROUP, LLC	00578689	2505303	SCCC KLEENLINE	Convention Cnt Maintenance Dis	300.28
				Total for Payment No.:		8,895.28

Payment No: 033474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BADGER METER INC	00578911	1734668	BMI PART NO.: 100-7543 CAT ST	Water Utility	8,852.22
				Total for Payment No.:		8,852.22

Payment No: 727455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579264	14757JUN2025	PERS DISABILITY JUNE 2025	Workers Compensation	8,826.14
				Total for Payment No.:		8,826.14

Payment No: 727442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	NORTHSIDE LIB	General Fund	123.08
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	CENTRAL LIB	General Fund	184.62
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	CITYWIDE PEST CONTROL SERVICES	General Fund	615.40
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	BERRYESSA ADOBE	General Fund	30.77
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	POLICE DEPT	General Fund	215.39
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	STREET	General Fund	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	FIRE	General Fund	1,107.72
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	MISSION LIB	General Fund	61.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	PARKS	General Fund	1,138.49
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	PURCHASING WAREHOUSE	General Fund	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	POLICE DEPT	General Fund	215.39
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	STREET	General Fund	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	FIRE	General Fund	1,107.72
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	CITYWIDE PEST CONTROL SERVICES	General Fund	615.40
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	BERRYESSA ADOBE	General Fund	30.77
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	HISTORICAL HOUSES	Public Buildings	153.85
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	MORSE MANSION	General Government - Other	123.08
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	SCCC	Convention Cnt Maintenance Dis	184.62
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	CEMETRY	Cemetery	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	TRITON	Public Buildings	30.77
2025-06-27	PESTMASTER SERVICES L.P.	00579299	474507	HEART OF VALLEY	Public Buildings	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	CENTRAL LIB	General Fund	184.62
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	MISSION LIB	General Fund	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	PARKS	General Fund	1,076.95
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	NORTHSIDE LIB	General Fund	123.08
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	PURCHASING WAREHOUSE	General Fund	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	MORSE MANSION	General Government - Other	123.08
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	SCCC	Convention Cnt Maintenance Dis	184.62
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	TRITON	Public Buildings	30.77
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	HEART OF VALLEY	Public Buildings	61.54
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	HISTORICAL HOUSES	Public Buildings	153.85
2025-06-27	PESTMASTER SERVICES L.P.	00579300	471493	CEMETRY	Cemetery	61.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8,369.44

Payment No: 033454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	OVERDRIVE INC	00577700	CD0091025163839	1241 AD EBK	General Fund	8,723.00
				Total for Payment No.:		8,723.00

Payment No: 033672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AFSCME COUNCIL 57	00580045	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	8,637.11
				Total for Payment No.:		8,637.11

Payment No: 727474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	THE UPS STORE	00578786	10221	Live Scan Rolling Fees (City)	General Fund	6,547.50
2025-06-27	THE UPS STORE	00578786	10221	DOJ/FBI Processing Fees (City)	General Fund	245.00
2025-06-27	THE UPS STORE	00578786	10221	DOJ/FBI Processing Fees (PW)	General Fund	49.00
2025-06-27	THE UPS STORE	00578786	10221	Live Scan Rolling Fees (Parks)	General Fund	1,282.50
2025-06-27	THE UPS STORE	00578786	10221	Live Scan Rolling Fees (PW)	General Fund	405.00
2025-06-27	THE UPS STORE	00578786	10221	DOJ/FBI Processing Fees(Parks)	General Fund	64.00
				Total for Payment No.:		8,593.00

Payment No: 033566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAKER TILLY US, LLP	00579185	BT3217832	CITYWIDE RISK ASSESSMENT AND A	General Fund	1,650.00
2025-06-27	BAKER TILLY US, LLP	00579183	BT3217829	CITYWIDE RISK ASSESSMENT AND A	General Fund	2,695.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAKER TILLY US, LLP	00579181	BT3179989	CITYWIDE RISK ASSESSMENT AND A	General Fund	1,892.50
2025-06-27	BAKER TILLY US, LLP	00579180	BT3184288	CITYWIDE RISK ASSESSMENT AND A	General Fund	2,342.50
				Total for Payment No.:		8,580.00

Payment No: 033648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SOUTH BAY YOUTH SPORTS	00579116	61484	Recreational Programming Servi	General Fund	1,109.42
2025-06-27	SOUTH BAY YOUTH SPORTS	00579116	61484	ADDITIONAL FUNDS PER AMENDMEN	General Fund	7,386.13
				Total for Payment No.:		8,495.55

Payment No: 727343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BRAINFUSE LLC	00578326	2013827	1241 AD DB	General Fund	8,384.00
				Total for Payment No.:		8,384.00

Payment No: 727446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PROQUEST LLC	00578574	70899213	1241 AD DB	General Fund	8,258.32
				Total for Payment No.:		8,258.32

Payment No: 727613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WARDELL AUTO INTERIORS AND TOPS, LLC	00579600	20742	FLEET - PARTS - V3718 WO158247	Vehicle Replacement Fund	1,336.78
2025-07-11	WARDELL AUTO INTERIORS AND TOPS, LLC	00579600	20742	LABOR	Vehicle Replacement Fund	6,815.00
				Total for Payment No.:		8,151.78

Payment No: 727206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CORE & MAIN LP	00579019	W662641	RETAINER GLAND KIT, 12IN, TYLE	Water Utility	7,970.06
				Total for Payment No.:		7,970.06

Payment No: 727241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SALAS O'BRIEN ENGINEERS, INC.	00578857	102504177	CITYWIDE EMERGENCY GENERATORS	Public Buildings	7,932.50
				Total for Payment No.:		7,932.50

Payment No: 033650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STAPLES ADVANTAGE	00579507	7005541858-ENG	OFFICE SUPPLIES	General Fund	264.69
2025-06-27	STAPLES ADVANTAGE	00579507	7005541858-ENG	OFFICE SUPPLIES	General Fund	488.78
2025-06-27	STAPLES ADVANTAGE	00579507	7005541858-ENG	OFFICE SUPPLIES	General Fund	196.36
2025-06-27	STAPLES ADVANTAGE	00579512	7005541858-POLICEDET	OFFICE SUPPLIES	General Fund	125.14
2025-06-27	STAPLES ADVANTAGE	00579512	7005541858-POLICEDET	OFFICE SUPPLIES	General Fund	103.78
2025-06-27	STAPLES ADVANTAGE	00579513	7005541858-POLICESVC	OFFICE SUPPLIES	General Fund	118.68
2025-06-27	STAPLES ADVANTAGE	00579508	7005541858-FINANCE	OFFICE SUPPLIES	General Fund	43.66
2025-06-27	STAPLES ADVANTAGE	00579509	7005541858-PARKCH	OFFICE SUPPLIES	General Fund	86.85
2025-06-27	STAPLES ADVANTAGE	00579507	7005541858-ENG	OFFICE SUPPLIES	General Fund	112.97
2025-06-27	STAPLES ADVANTAGE	00579511	7005541858-PARKYARD	OFFICE SUPPLIES	General Fund	115.63
2025-06-27	STAPLES ADVANTAGE	00579510	7005541858-PARK CRC	OFFICE SUPPLIES	General Fund	559.78
2025-06-27	STAPLES ADVANTAGE	00579503	7005541858-CITYATTY	OFFICE SUPPLIES	General Fund	90.93
2025-06-27	STAPLES ADVANTAGE	00579514	7005541858-WATER	OFFICE SUPPLIES	Sewer Utility	39.48
2025-06-27	STAPLES ADVANTAGE	00579514	7005541858-WATER	OFFICE SUPPLIES	Water Utility	39.49
2025-06-27	STAPLES ADVANTAGE	00579501	7005541858-AUTO	OFFICE SUPPLIES	General Fund	345.58
2025-06-27	STAPLES ADVANTAGE	00579502	7005541858-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	314.55

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STAPLES ADVANTAGE	00579450	7005718606-SRCTR	OFFICE SUPPLIES	General Fund	358.05
2025-06-27	STAPLES ADVANTAGE	00579440	7005718606-CITYCLERK	OFFICE SUPPLIES	General Fund	297.46
2025-06-27	STAPLES ADVANTAGE	00579443	7005718606-ENG	OFFICE SUPPLIES	General Fund	254.56
2025-06-27	STAPLES ADVANTAGE	00579443	7005718606-ENG	OFFICE SUPPLIES	General Fund	71.60
2025-06-27	STAPLES ADVANTAGE	00579444	7005718606-FIRE	OFFICE SUPPLIES	General Fund	29.94
2025-06-27	STAPLES ADVANTAGE	00579443	7005718606-ENG	OFFICE SUPPLIES	General Fund	97.51
2025-06-27	STAPLES ADVANTAGE	00579436	7005718606-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	188.59
2025-06-27	STAPLES ADVANTAGE	00579437	7005718606-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	157.61
2025-06-27	STAPLES ADVANTAGE	00579438	7005718606-CEMETERY	OFFICE SUPPLIES	Cemetery	86.13
2025-06-27	STAPLES ADVANTAGE	00579439	7005718606-CITYATTY	OFFICE SUPPLIES	General Fund	328.95
2025-06-27	STAPLES ADVANTAGE	00579449	7005718606-PLANNING	OFFICE SUPPLIES non tax	General Fund	125.82
2025-06-27	STAPLES ADVANTAGE	00579444	7005718606-FIRE	OFFICE SUPPLIES non tax	General Fund	7.99
2025-06-27	STAPLES ADVANTAGE	00579444	7005718606-FIRE	OFFICE SUPPLIES non tax	General Fund	8.00
2025-06-27	STAPLES ADVANTAGE	00579445	7005718606-HCS	OFFICE SUPPLIES	General Fund	227.30
2025-06-27	STAPLES ADVANTAGE	00579444	7005718606-FIRE	OFFICE SUPPLIES	General Fund	29.95
2025-06-27	STAPLES ADVANTAGE	00579446	7005718606-HR	OFFICE SUPPLIES	General Fund	359.37
2025-06-27	STAPLES ADVANTAGE	00579447	7005718606-PARK CRC	OFFICE SUPPLIES	General Fund	357.22
2025-06-27	STAPLES ADVANTAGE	00579448	7005718606-PARK YAC	OFFICE SUPPLIES	General Fund	200.52
2025-06-27	STAPLES ADVANTAGE	00579449	7005718606-PLANNING	OFFICE SUPPLIES	General Fund	57.81
2025-06-27	STAPLES ADVANTAGE	00579449	7005718606-PLANNING	OFFICE SUPPLIES non tax	General Fund	101.87
				Total for Payment No.:		6,392.60

Payment No: 727463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SEAN MENDELSON	00579111	4 2025	CHANGE ORDER #7: ADDITIONAL FU	General Fund	13.54
2025-06-27	SEAN MENDELSON	00579111	4 2025	CHANGE ORDER #6: ADDITIONAL	General Fund	7,813.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FU		
				Total for Payment No.:		7,827.30

Payment No: 727478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TOWNSEND PUBLIC AFFAIRS INC	00579100	23543	CHANGE ORDER 2: 2025 FUNDS	General Fund	7,725.00
				Total for Payment No.:		7,725.00

Payment No: 727341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BILL WILSON CENTER	00579434	BWC2	CIP-BILL WILSON ELEVATOR PROJE	H.U.D Capital Projects	3,375.00
2025-06-27	BILL WILSON CENTER	00579430	BWC1	CIP-BILL WILSON ELEVATOR PROJE	H.U.D Capital Projects	4,300.00
				Total for Payment No.:		7,675.00

Payment No: 727489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	VALUE LINE PUBLISHING LLC	00578349	KF-716951-257	1241 AD DB	General Fund	7,650.00
				Total for Payment No.:		7,650.00

Payment No: 727358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CONCENTRA MEDICAL CENTERS	00574249	85895058	PHYSICAL EXAMINATION	Water Utility	145.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574249	85895058	PHYSICAL EXAMINATION (AUDIO)	Water Utility	17.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574249	85895058	PHYSICAL EXAMINATION (AUDIO)	Sewer Utility	17.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574249	85895058	PHYSICAL EXAMINATION	General Fund	95.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574251	85431866	PHYSICAL EXAMINATION	General Fund	89.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574251	85431866	PHYSICAL EXAMINATION	Sewer Utility	47.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CONCENTRA MEDICAL CENTERS	00574249	85895058	PHYSICAL EXAMINATION	General Fund	964.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574250	85896399	PHYSICAL EXAMINATION	General Fund	1,868.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574253	86029901	PHYSICAL EXAMINATION	General Fund	2,454.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination (Audio)	Water Utility	46.50
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination (Audio)	Sewer Utility	46.50
2025-06-27	CONCENTRA MEDICAL CENTERS	00578353	86658692	Physical Examination	General Fund	215.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578354	86802364	Physical Examination	Fleet Operation Fund	95.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00574252	86027903	PHYSICAL EXAMINATION	General Fund	331.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination	Water Utility	283.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination	General Fund	190.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578352	86655338	Physical Examination	Fleet Operation Fund	23.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578354	86802364	Physical Examination	Sewer Utility	23.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578354	86802364	Physical Examination	Water Utility	123.00
2025-06-27	CONCENTRA MEDICAL CENTERS	00578777	87019416	Physical Examination	General Fund	95.00
				Total for Payment No.:		7,167.00

Payment No: 727105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HEALTHINVEST HRA	00577679	32307FEB025	Feb 2025 Admin Fee	General Fund	2,500.00
2025-06-13	HEALTHINVEST HRA	00577680	32307MAR2025	Mar 2025 Admin Fee	General Fund	2,500.00
2025-06-13	HEALTHINVEST HRA	00577681	32307APR2025	Apr 2025 Admin Fee	General Fund	2,500.00
				Total for Payment No.:		7,500.00

Payment No: 033600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRANITE ROCK CO #29145	00579393	2230288	SAND & BASE ROCK	Water Utility	135.56
2025-06-27	GRANITE ROCK CO #29145	00579393	2230288	SAND & BASE ROCK	Water Utility Construction	180.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRANITE ROCK CO #29145	00579393	2230288	SAND & BASE ROCK	Water Utility	90.38
2025-06-27	GRANITE ROCK CO #29145	00579393	2230288	SAND & BASE ROCK	Sewer Utility	45.19
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	SAND & BASE ROCK	Sewer Utility	14.48
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	SAND & BASE ROCK	Water Utility	28.96
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	SAND & BASE ROCK	Water Utility Construction	57.90
2025-06-27	GRANITE ROCK CO #29145	00579391	2231584	SAND & BASE ROCK	Water Utility	43.44
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	SAND & BASE ROCK	Water Utility	632.24
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	SAND & BASE ROCK	Sewer Utility	316.11
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	SAND & BASE ROCK	Water Utility	948.35
2025-06-27	GRANITE ROCK CO #29145	00579361	2231583	SAND & BASE ROCK	Water Utility Construction	1,264.47
				Total for Payment No.:		3,757.83

Payment No: 727095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	EOA INC	00578368	SY13-0425	SERVICE ORDER #4 - FY 24-25	General Fund	7,406.00
				Total for Payment No.:		7,406.00

Payment No: 033574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CAPTIVATE BILLING	00579459	SC-2025-05	CAPTIVATE BILLING - AMBULANCE	General Fund	7,286.00
				Total for Payment No.:		7,286.00

Payment No: 727259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VISITING MEDIA LLC	00578926	25Q2	SalesHub Cloud Subscription Q2	Deposit Funds.	7,272.00
				Total for Payment No.:		7,272.00

Payment No: 727134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RED WING SHOE STORE	00574777	8055142210	MATERIALS FOR CUC	Solid Waste Program	7,244.48
				Total for Payment No.:		7,244.48

Payment No: 727262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WRA, INC.	00578940	23001-2-57103	WESTSIDE BASIN POST-CONSTRUCTI	Storm Drain	7,181.00
				Total for Payment No.:		7,181.00

Payment No: 727557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CORE & MAIN LP	00579966	V706784	REPLACEMENT FOR PO#30044	Water Utility	4,824.20
2025-07-11	CORE & MAIN LP	00579969	V720665	CHECK VALVE FOR WATER OPS	Water Utility	1,942.43
2025-07-11	CORE & MAIN LP	00579972	W088369	REPLACEMENT FOR PO#30044	Water Utility	16.16
				Total for Payment No.:		6,782.79

Payment No: 727198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AT&T CALNET	00577992	000023524796	STREET DEPT AUTO DIALER	Solid Waste Utility-Constructi	31.59
2025-06-20	AT&T CALNET	00577992	000023524796	IT MISC ANALOG LANDLINE SVC	Information Technology Service	6,614.97
2025-06-20	AT&T CALNET	00577992	000023524796	CONVENTION CENTER	Convention Cnt Maintenance Dis	93.22
				Total for Payment No.:		6,739.78

Payment No: 727158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WILSON BOHANNAN	00578388	0217331-IN	PADLOCK - BRASS. WILSON BOHANN	Water Utility	6,727.55

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		6,727.55

Payment No: 727543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579526	000023672546	IT MISC ANALOG LANDLINES	Information Technology Service	6,594.05
2025-07-11	AT&T CALNET	00579526	000023672546	CONVENTION CENTER	Convention Cnt Maintenance Dis	93.19
2025-07-11	AT&T CALNET	00579526	000023672546	STREET DEPT AUTO DIALER	Solid Waste Utility-Constructi	31.58
				Total for Payment No.:		6,718.82

Payment No: 727205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CONCENTRA MEDICAL CENTERS	00578102	85163229	Physical Examination	Sewer Utility	47.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578257	86512577	Physical Examination	General Fund	95.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578102	85163229	Physical Examination	Water Utility	47.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578103	86730428	Physical Examination	General Fund	1,227.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578257	86512577	Physical Examination	General Fund	95.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578257	86512577	Physical Examination	Water Utility	145.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578268	86444591	Physical Examination (Audio)	Water Utility	46.50
2025-06-20	CONCENTRA MEDICAL CENTERS	00578268	86444591	Physical Examination (Audio)	Sewer Utility	46.50
2025-06-20	CONCENTRA MEDICAL CENTERS	00578265	86513590	Physical Examination	General Fund	1,868.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578266	86587804	Physical Examination	General Fund	2,117.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578267	86588931	Physical Examination	General Fund	190.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578268	86444591	Physical Examination	Water Utility	179.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578268	86444591	Physical Examination	General Fund	190.00
2025-06-20	CONCENTRA MEDICAL CENTERS	00578269	86946766	Physical Examination	Water Utility	23.00
				Total for Payment No.:		6,316.00

Payment No: 033709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LINCOLN AQUATICS	00579712	36160332	LIQUID CHLORINE	General Fund	653.66
2025-07-11	LINCOLN AQUATICS	00579713	36160336	MURIATIC ACID	General Fund	840.26
2025-07-11	LINCOLN AQUATICS	00579711	36160330	LIQUID CHLORINE	General Fund	1,063.91
2025-07-11	LINCOLN AQUATICS	00579717	36160329	LIQUID CHLORINE	General Fund	800.10
2025-07-11	LINCOLN AQUATICS	00579714	36160337	LIQUID CHLORINE	General Fund	950.80
2025-07-11	LINCOLN AQUATICS	00579716	36160338	LIQUID CHLORINE	General Fund	727.21
2025-07-11	LINCOLN AQUATICS	00579708	36159864	LIQUID CHLORINE	General Fund	719.02
2025-07-11	LINCOLN AQUATICS	00579709	36161210	MURIATIC ACID	General Fund	652.57
2025-07-11	LINCOLN AQUATICS	00579710	36159231	POLY DISCHARGE TUBE	General Fund	186.60
				Total for Payment No.:		6,594.13

Payment No: 033697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GFI ENTERTAINMENT LLC	00580007	1144	Balance for 7/4 Celebration	General Fund	6,500.00
				Total for Payment No.:		6,500.00

Payment No: 727202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00578829	9377166	MAGICAL BRIDGE MAINTENANCE SER	General Fund	6,125.00
				Total for Payment No.:		6,125.00

Payment No: 033414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA DEPT OF JUSTICE	00577943	808685	Fingerprinting (City)	General Fund	1,617.00
2025-06-13	CA DEPT OF JUSTICE	00577943	808685	Fingerprinting (Parks Vols)	General Fund	637.00
2025-06-13	CA DEPT OF JUSTICE	00577944	802083	Fingerprinting (Feb 2025)	General Fund	1,519.00
2025-06-13	CA DEPT OF JUSTICE	00577945	815459	Fingerprint City April 2025	General Fund	1,911.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA DEPT OF JUSTICE	00577945	815459	Fingerprint Parks-V April 2025	General Fund	392.00
				Total for Payment No.:		6,076.00

Payment No: 033475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	BOUND TREE MEDICAL LLC	00579018	85789827	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	364.30
2025-06-20	BOUND TREE MEDICAL LLC	00579018	85789827	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	5,521.32
				Total for Payment No.:		5,885.62

Payment No: 727107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HYDROSCIENCE ENGINEERS INC	00578625	316004006	AS-NEEDED SERVICES	Water Utility	5,815.00
				Total for Payment No.:		5,815.00

Payment No: 727229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MORNINGSTAR INC	00578200	8946MAY2025	1241AD DB	General Fund	5,679.00
				Total for Payment No.:		5,679.00

Payment No: 003804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STATE DISBURSEMENT UNIT	00579535	06/08/25-06/21/25	DD WAGE ATTACHMENTS B2513	Payroll Liability&ClearingAcct	5,603.04
				Total for Payment No.:		5,603.04

Payment No: 727184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HEXAGON TRANSPORTATION	00578987	18280	TDM Monitoring & Administratio	General Government -	5,588.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Other	
				Total for Payment No.:		5,588.39

Payment No: 033666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNIVERSAL SITE SERVICES	00579287	159621	SCHEDULED SWEEPING SERVICES FO	Convention Cnt Maintenance Dis	5,503.18
				Total for Payment No.:		5,503.18

Payment No: 003792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	STATE DISBURSEMENT UNIT	00578750	05/25/25-06/07/25	DD WAGE ATTACHMENTS B2512	Payroll Liability&ClearingAcct	5,333.03
				Total for Payment No.:		5,333.03

Payment No: 033684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AMERICAN LEGION POST 419	00579764	4948JUN2025	COMMUINTY GRANT-2025 AMERICAN	General Fund	5,325.00
				Total for Payment No.:		5,325.00

Payment No: 727350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CHRIS WORTMAN TRUCKING	00579044	AR-520254	2025 ANNUAL CLEAN UP CAMPAIGN	Solid Waste Program	5,273.60
				Total for Payment No.:		5,273.60

Payment No: 727152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TRIO COMMUNITY MEALS, LLC	00577820	INV2230064509	SRNUT MAY 12 WEEK	Park and Rec Opr GrantTst Fund	2,659.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TRIO COMMUNITY MEALS, LLC	00577822	INV2230064766	SRNUT MAY 19 WEEK	Park and Rec Opr GrantTst Fund	2,549.80
				Total for Payment No.:		5,209.40

Payment No: 033610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOVENVILLE, LLC	00579435	25-7570	REPORT TEMPLATES	Deposit Funds.	5,120.00
				Total for Payment No.:		5,120.00

Payment No: 003809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STATE DISBURSEMENT UNIT	00580055	06/22/25-07/05/25	DD WAGE ATTACHMENTS B2514	Payroll Liability&ClearingAcct	5,087.51
				Total for Payment No.:		5,087.51

Payment No: 727484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNDERGROUND REPUBLIC WATER	00579124	S100034312.001	2.5" MALE HOSE THREAD x 2" MIP	Water Utility	526.20
2025-06-27	UNDERGROUND REPUBLIC WATER	00579124	S100034312.001	1/8' BRASS PLUG	Water Utility	218.25
2025-06-27	UNDERGROUND REPUBLIC WATER	00579124	S100034312.001	3" MALE THREAD x 2.5" FEMALE H	Water Utility	1,735.09
2025-06-27	UNDERGROUND REPUBLIC WATER	00579124	S100034312.001	2.5" FHT x 2.5" MIP HOSE ADAPT	Water Utility	1,094.09
2025-06-27	UNDERGROUND REPUBLIC WATER	00579124	S100034312.001	2.5" GASKET FOR FHT SW250	Water Utility	218.25
2025-06-27	UNDERGROUND REPUBLIC WATER	00579238	S100034001.001	LID, G5 METAL TYLER #670610502	Water Utility Construction	1,249.50
				Total for Payment No.:		5,041.38

Payment No: 727128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PITNEY BOWES	00578671	8977JUN2025	POSTAGE CHARGES	General Fund	5,031.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		5,031.25

Payment No: 033702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GRANITE ROCK CO #29145	00579977	2232871	SAND & BASE ROCK	Sewer Utility	124.03
2025-07-11	GRANITE ROCK CO #29145	00579980	2234190	SAND & ROCK BASE	Water Utility Construction	506.93
2025-07-11	GRANITE ROCK CO #29145	00579980	2234190	SAND & ROCK BASE	Water Utility	253.47
2025-07-11	GRANITE ROCK CO #29145	00579980	2234190	SAND & ROCK BASE	Sewer Utility	126.73
2025-07-11	GRANITE ROCK CO #29145	00579980	2234190	SAND & ROCK BASE	Water Utility	380.19
2025-07-11	GRANITE ROCK CO #29145	00579977	2232871	SAND & BASE ROCK	Water Utility	248.07
2025-07-11	GRANITE ROCK CO #29145	00579977	2232871	SAND & BASE ROCK	Water Utility Construction	496.15
2025-07-11	GRANITE ROCK CO #29145	00579977	2232871	SAND & BASE ROCK	Water Utility	372.10
				Total for Payment No.:		2,507.67

Payment No: 727410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KAIZEN INFOSOURCE LLC	00578557	SANTACLARA 20250602	Updating final draft of the Re	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 727079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CITY OF CAMPBELL-SCCSET	00577872	31330MAY2025	Annual Agency Portion FY2425	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 033439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INGRAM LIBRARY SERVICES LLC	00577825	88330406	1231/1233/1235 JUV BK	General Fund	4,166.33

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INGRAM LIBRARY SERVICES LLC	00577825	88330406	1232/1235 YA BK	General Fund	248.64
2025-06-13	INGRAM LIBRARY SERVICES LLC	00577825	88330406	1241/1233 AD BK	General Fund	389.99
2025-06-13	INGRAM LIBRARY SERVICES LLC	00577826	88330408	1241 AD BK	General Fund	81.97
				Total for Payment No.:		4,886.93

Payment No: 033680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	TRUSTMARK VOLUNTARY BENEFIT	00579860	05/25/25-06/21/25	LT CARE PREMIUMS B2512 & B2513	Payroll Liability&ClearingAcct	4,881.10
				Total for Payment No.:		4,881.10

Payment No: 727492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WEHOPE	00579469	CSCBE 042025	WeHOPE-Dignity on Wheels 3/25-	Housing Authority	4,825.00
				Total for Payment No.:		4,825.00

Payment No: 727346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CATHOLIC CHARITIES	00579451	Q1-Q2 FY2425	Catholic Charities FY24/25 Omb	General Fund	4,735.97
				Total for Payment No.:		4,735.97

Payment No: 727364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	COUNTY OF SANTA CLARA DEPT	00578724	IN1346723	LANDFILL - BMX DRAINAGE REVIEW	Solid Waste Program	2,500.83
2025-06-27	COUNTY OF SANTA CLARA DEPT	00578725	IN1346725	LANDFILL 5-YR REV/CLOS PERMIT	Solid Waste Utility-Constructi	2,165.67
				Total for Payment No.:		4,666.50

Payment No: 033571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BOUND TREE MEDICAL LLC	00579454	85794143	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	6.44
2025-06-27	BOUND TREE MEDICAL LLC	00579452	85799578	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	0.03
2025-06-27	BOUND TREE MEDICAL LLC	00579454	85794143	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	856.87
2025-06-27	BOUND TREE MEDICAL LLC	00579457	85803503	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	902.44
2025-06-27	BOUND TREE MEDICAL LLC	00579455	85794144	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	2,050.89
2025-06-27	BOUND TREE MEDICAL LLC	00579456	85797883	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	835.69
				Total for Payment No.:		4,652.36

Payment No: 033452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NOR-CAL OVERHEAD INC	00578523	49371673	AS-NEEDED APPARATUS DOOR REPAI	General Fund	2,605.00
2025-06-13	NOR-CAL OVERHEAD INC	00578523	49371673	AS-NEEDED APPARATUS DOOR TAXAB	General Fund	1,933.70
				Total for Payment No.:		4,538.70

Payment No: 727615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WINDSTREAM	00579386	77093382	VOIP TELEPHONE SERVICE	Information Technology Service	4,506.53
				Total for Payment No.:		4,506.53

Payment No: 727352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CITY OF MORGAN HILL	00578727	2025-112	SCCLA for 2025	General Fund	4,500.00
				Total for Payment No.:		4,500.00

Payment No: 727266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AITOR AYLLON	00579500	14531JUN2025	COUNSELING COURSES	General Fund	4,500.00
				Total for Payment No.:		4,500.00

Payment No: 727261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WINDSTREAM	00577882	77050681	VOIP PHONE SERVICES	Information Technology Service	4,419.09
				Total for Payment No.:		4,419.09

Payment No: 033453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	[redacted]	00578635	577751	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		4,349.40

Payment No: 033399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AFSCME COUNCIL 57	00578759	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	4,308.08
				Total for Payment No.:		4,308.08

Payment No: 727549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T MOBILITY	00579385	287286334235X06192025	FD FIRSTNET WIRELESS	General Fund	3,871.75
2025-07-11	AT&T MOBILITY	00579385	287286334235X06192025	STADIUM FIRSTNET WIRELESS	General Fund	241.44
2025-07-11	AT&T MOBILITY	00579385	287286334235X06192025	EMERGENCY SERVICES	General Fund	50.13
2025-07-11	AT&T MOBILITY	00579385	287286334235X06192025	MODEMS SWITCHED FROM MOBILITY	Information Technology Service	126.72
				Total for Payment No.:		4,290.04

Payment No: 727201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AT&T MOBILITY	00577996	287286334235X05192025	FIRE FIRSTNET WIRELESS	General Fund	3,871.75
2025-06-20	AT&T MOBILITY	00577996	287286334235X05192025	STADIUM FIRSTNET WIRELESS	General Fund	241.44
2025-06-20	AT&T MOBILITY	00577996	287286334235X05192025	EMERGENCY SVCS WIRELESS	General Fund	50.13
2025-06-20	AT&T MOBILITY	00577996	287286334235X05192025	MODEMS FROM MOBILITY ACCT	Information Technology Service	126.72
				Total for Payment No.:		4,290.04

Payment No: 727592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	REED & GRAHAM INC	00579085	109803	MATERIALS - STREET	General Fund	4,232.81
				Total for Payment No.:		4,232.81

Payment No: 727479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRIO COMMUNITY MEALS, LLC	00578545	INV2230065026	SRNUT MAY 27 WEEK	Park and Rec Opr GrantTst Fund	2,074.00
2025-06-27	TRIO COMMUNITY MEALS, LLC	00578546	INV2230065342	SRNUT JUNE 2 WEEK	Park and Rec Opr GrantTst Fund	2,147.20
				Total for Payment No.:		4,221.20

Payment No: 727553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CAR WEST COLLISION LLC.	00579366	1003606	LABOR - WO 158008, V3550	Vehicle Replacement Fund	4,157.58
				Total for Payment No.:		4,157.58

Payment No: 033698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579797	184-1102767	PARTS - STOCK	Fleet Operation Fund	466.23

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579797	184-1102767	CA WASTE TIRE FEE	Fleet Operation Fund	7.00
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579599	184-1102747	FLEET - PARTS - STOCK	Fleet Operation Fund	4,185.99
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579599	184-1102747	TIRE FEE	Fleet Operation Fund	33.25
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579799	184-1102781	PARTS - CREDIT	Fleet Operation Fund	-541.26
2025-07-11	GOODYEAR COMMERCIAL TIRE & SERVICE	00579799	184-1102781	CA WASTE TIRE FEE - CREDIT	Fleet Operation Fund	-7.00
				Total for Payment No.:		4,144.21

Payment No: 033418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CINTAS CORP #630	00577890	4231264055	UNIFORMS	General Fund	53.27
2025-06-13	CINTAS CORP #630	00577891	4231647873	UNIFORMS	General Fund	125.26
2025-06-13	CINTAS CORP #630	00577892	4231845268	UNIFORMS	General Fund	53.27
2025-06-13	CINTAS CORP #630	00577729	4226260889	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	324.03
2025-06-13	CINTAS CORP #630	00577729	4226260889	SAFEWASHER SVC	Fleet Operation Fund	74.62
				Total for Payment No.:		630.45

Payment No: 033434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRAINGER-SAN JOSE	00577893	9508353944	SUPPLIES	General Fund	49.26
2025-06-13	GRAINGER-SAN JOSE	00577743	9509003084	BABY CHANGING STATIONS	General Fund	2,055.48
2025-06-13	GRAINGER-SAN JOSE	00577742	9508932747	T&S BRASS 6.25GPM	General Fund	139.66
2025-06-13	GRAINGER-SAN JOSE	00577745	9506660902	BABY CHANGING STATIONS	General Fund	560.05
2025-06-13	GRAINGER-SAN JOSE	00577747	9506848093	RUBBER BOOTS	General Fund	173.62
2025-06-13	GRAINGER-SAN JOSE	00577758	9501422076	SHIPPING	General Fund	54.78
2025-06-13	GRAINGER-SAN JOSE	00577758	9501422076	LEVER RHODES RH REVERSABLE	General Fund	872.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,905.27

Payment No: 727584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PACIFIC COAST PETROLEUM INC.	00579647	152363	SUPPLY - STOCK	Fleet Operation Fund	3,859.02
2025-07-11	PACIFIC COAST PETROLEUM INC.	00579647	152363	MISC FEE	Fleet Operation Fund	25.00
				Total for Payment No.:		3,884.02

Payment No: 033503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRANITE CONSTRUCTION CO	00578017	2954467	MATERIALS - STREET	General Fund	1,414.50
2025-06-20	GRANITE CONSTRUCTION CO	00578017	2954467	ENVIRONMENTAL FEE	General Fund	32.74
2025-06-20	GRANITE CONSTRUCTION CO	00578016	2952939	MATERIALS - STREET	General Fund	1,315.00
2025-06-20	GRANITE CONSTRUCTION CO	00578016	2952939	ENVIRONMENTAL FEE	General Fund	16.37
2025-06-20	GRANITE CONSTRUCTION CO	00578018	2954468	MATERIALS - STREET	General Fund	1,026.80
2025-06-20	GRANITE CONSTRUCTION CO	00578018	2954468	ENVIRONMENTAL FEE	General Fund	32.74
				Total for Payment No.:		3,838.15

Payment No: 003797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Solid Waste Program	5.49
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Cemetery	375.27
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Solid Waste Program	163.18
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	General Fund	1,447.16
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Sewer Utility	136.78
2025-06-20	CA DEPT OF TAX & FEE ADMIN	00578826	MAY2025	DD:SALES & USE TAX MAY 25	Building New Dvlpmnt Srvc Fee	0.94
				Total for Payment No.:		2,128.82

Payment No: 727602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SUNNYVALE FORD	00579559	259008	FLEET - PARTS - V3547	Fleet Operation Fund	34.52
2025-07-11	SUNNYVALE FORD	00579593	258943	FLEET - PARTS - V3589	Fleet Operation Fund	109.93
2025-07-11	SUNNYVALE FORD	00579595	258718	FLEET - PARTS - V3206	Fleet Operation Fund	360.68
2025-07-11	SUNNYVALE FORD	00579597	258693	FLEET - PARTS - V3186	Fleet Operation Fund	692.94
2025-07-11	SUNNYVALE FORD	00579598	CM258155	CREDIT - FLEET	Fleet Operation Fund	-100.00
2025-07-11	SUNNYVALE FORD	00579591	258844	BATTERY FEE	Fleet Operation Fund	2.18
2025-07-11	SUNNYVALE FORD	00579591	258844	FLEET - PARTS - V3589	Fleet Operation Fund	109.75
2025-07-11	SUNNYVALE FORD	00579814	259295	PARTS - V#3499	Fleet Operation Fund	1,360.93
2025-07-11	SUNNYVALE FORD	00579817	259520	PARTS - V#3536	Fleet Operation Fund	183.89
2025-07-11	SUNNYVALE FORD	00579815	259326	PARTS - V#3547	Fleet Operation Fund	174.12
2025-07-11	SUNNYVALE FORD	00579816	259330	PARTS - V#3631	Sewer Utility	309.65
2025-07-11	SUNNYVALE FORD	00579654	258789	PARTS - SVAC6	Fleet Operation Fund	53.06
2025-07-11	SUNNYVALE FORD	00579655	258518	PART - V3714	Fleet Operation Fund	530.27
				Total for Payment No.:		3,821.92

Payment No: 033591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ENVIRO SAFETY PRODUCTS	00578473	155855	SRT headsets	General Fund	3,790.12
				Total for Payment No.:		3,790.12

Payment No: 727253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578070	6113370116	FD MDC WIRELESS	General Fund	1,102.29
2025-06-20	VERIZON WIRELESS	00578070	6113370116	PD MDC WIRELESS	General Fund	2,621.06
2025-06-20	VERIZON WIRELESS	00578070	6113370116	LIBRARY BOOKMOBILE	General Fund	38.01
				Total for Payment No.:		3,761.36

Payment No: 727462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA WEEKLY	00578934	1250110	FY 25/26&26/27 OP PUB HEARING	General Fund	2,304.00
2025-06-27	SANTA CLARA WEEKLY	00578714	1250045	LEGAL AD	General Fund	1,400.00
				Total for Payment No.:		3,704.00

Payment No: 727260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WEST COAST ARBORISTS INC	00578986	229152	TREE MAINTENANCE SERVICES PARK	Cemetery	3,700.00
				Total for Payment No.:		3,700.00

Payment No: 727458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SALAS O'BRIEN ENGINEERS, INC.	00579136	102505004	AGREEMENT FOR EMERGENCY OPERAT	Fire Department	3,695.00
				Total for Payment No.:		3,695.00

Payment No: 033502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRAINGER-SAN JOSE	00578908	9523190727	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	218.14
2025-06-20	GRAINGER-SAN JOSE	00578908	9523190727	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	1,023.59
2025-06-20	GRAINGER-SAN JOSE	00578908	9523190727	EXAM GLOVES, LARGE, POWDERLESS	Water Utility	1,680.54
2025-06-20	GRAINGER-SAN JOSE	00578041	9521934282	FLEET - PARTS - SHOP	Fleet Operation Fund	22.93
2025-06-20	GRAINGER-SAN JOSE	00578042	9522807487	FLEET - PARTS - SHOP	Fleet Operation Fund	57.97
2025-06-20	GRAINGER-SAN JOSE	00578043	9521268368	FLEET - PARTS - V3188	Fleet Operation Fund	17.99
2025-06-20	GRAINGER-SAN JOSE	00578067	9513764432	LEATHER GLOVES	General Fund	46.13
2025-06-20	GRAINGER-SAN JOSE	00578063	9510281232	RUBBER HOSES	General Fund	244.94
2025-06-20	GRAINGER-SAN JOSE	00578064	9512375230	SPRAY PAINT	General Fund	93.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GRAINGER-SAN JOSE	00578066	9513764424	HAND TOOLS	General Fund	248.11
				Total for Payment No.:		3,653.42

Payment No: 727155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UNIQUE TOWING	00577739	25-271029	TOW SERVICE - WO 157958	Vehicle Replacement Fund	147.50
2025-06-13	UNIQUE TOWING	00577816	T270872	rv tow fees	General Fund	1,500.00
2025-06-13	UNIQUE TOWING	00577817	T270979	rv tow fees	General Fund	2,000.00
				Total for Payment No.:		3,647.50

Payment No: 727125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PENINSULA UNIFORMS & EQUIPMENT	00577815	215874	rain jackets for traffic	Police Operating Grant Fund	758.14
2025-06-13	PENINSULA UNIFORMS & EQUIPMENT	00577847	214419	Janssen uniforms	General Fund	641.66
2025-06-13	PENINSULA UNIFORMS & EQUIPMENT	00577848	215021	Body Armor	General Fund	1,120.67
2025-06-13	PENINSULA UNIFORMS & EQUIPMENT	00577849	215051	Janssen Body Armor	General Fund	1,120.67
				Total for Payment No.:		3,641.14

Payment No: 727271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CAPITOL CORRIDOR JOINT POWERS	00579165	974C - 7	DESIGN RELATED COSTS FOR RELOC	General Government - Other	3,636.00
				Total for Payment No.:		3,636.00

Payment No: 727572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	HD SUPPLY	00579728	867999005	LEAF LAWN BAGS	General Fund	1,680.25
2025-07-11	HD SUPPLY	00579729	867998999	CLEANING CHEMICALS	General Fund	1,905.07
				Total for Payment No.:		3,585.32

Payment No: 033670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WESTYN HERSCOVITCH	00579266	32436JUN2025	HAZMAT TECH 1A-D IN-SVCS REIMB	General Fund	3,580.00
				Total for Payment No.:		3,580.00

Payment No: 727085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	D&M TRAFFIC SERVICES	00578381	575153	CONE, 28IN VINYL PLASTIC TRAFF	Water Utility	1,314.74
2025-06-13	D&M TRAFFIC SERVICES	00578381	575153	STENCIL CHARGES	Water Utility	98.21
2025-06-13	D&M TRAFFIC SERVICES	00578384	575200	PAINT, BLACK MARKING WATER SYS	Water Utility	314.28
2025-06-13	D&M TRAFFIC SERVICES	00577864	575360	MATERIALS - STREET	General Fund	1,500.47
2025-06-13	D&M TRAFFIC SERVICES	00578384	575200	PAINT, MARKING, BLUE. AERVOE #	Water Utility	314.28
				Total for Payment No.:		3,541.98

Payment No: 727566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ENGINEERS -CITY OF SANTA CLARA	00580067	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	3,481.25
				Total for Payment No.:		3,481.25

Payment No: 727094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ENGINEERS -CITY OF SANTA CLARA	00578756	05/11/25-06/07/25	UNION DUES B2512	Payroll Liability&ClearingAcct	3,461.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,461.54

Payment No: 727132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PRODIGY PRESS INC	00578667	93204	PROPOSED FY 2025-26 & 2026-27	General Fund	3,455.97
				Total for Payment No.:		3,455.97

Payment No: 727564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	EDELMAN CORP	00579311	256055	Dome Cameras Fixed	Police Operating Grant Fund	3,352.87
				Total for Payment No.:		3,352.87

Payment No: 727225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	INTRALINKS, INC.	00578186	INV02565031	CITY COUNCIL FILE EXCHANGE	General Fund	1,664.00
2025-06-20	INTRALINKS, INC.	00578187	INV02593811	CITY COUNCIL FILE EXCHANGE	General Fund	1,664.00
				Total for Payment No.:		3,328.00

Payment No: 727476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	THOMSON REUTERS WEST	00579126	851996364	ONLINE LEGAL DATABASE- 05/2025	General Fund	2,130.56
2025-06-27	THOMSON REUTERS WEST	00579128	852091229	LEGAL REFERENCES - MAY 2025	General Fund	1,060.70
				Total for Payment No.:		3,191.26

Payment No: 033712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MUNICIPAL MAINTENANCE EQUIPMNT	00579801	038222	PARTS - V#3599	Fleet Operation Fund	3,173.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,173.13

Payment No: 727412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KONE INC	00578339	871703546	CITY HALL	General Fund	78.20
2025-06-27	KONE INC	00578339	871703546	CENTRAL LIB	General Fund	478.02
2025-06-27	KONE INC	00578339	871703546	SENIOR CNT	General Fund	308.79
2025-06-27	KONE INC	00578339	871703546	BERMAN	General Fund	78.20
2025-06-27	KONE INC	00578339	871703546	PD	General Fund	448.68
2025-06-27	KONE INC	00578339	871703546	GUN RANGE	General Fund	34.80
2025-06-27	KONE INC	00578339	871703546	FS 2	General Fund	130.79
2025-06-27	KONE INC	00578339	871703546	SCCC	Convention Cnt Maintenance Dis	156.40
2025-06-27	KONE INC	00578339	871703546	CRC	General Fund	34.80
2025-06-27	KONE INC	00578339	871703546	TASMAN	General Fund	1,252.90
				Total for Payment No.:		3,001.58

Payment No: 033710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579984	50470032	DEMURRAGE	Water Utility	180.15
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579983	48728139	DEMURRAGE	Water Utility	165.90
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579706	50455835	GAS CYLINDER RENTAL	General Fund	115.71
2025-07-11	LINDE GAS & EQUIPMENT INC.	00579707	47543682	GAS CYLINDER RENTAL	General Fund	106.76
				Total for Payment No.:		568.52

Payment No: 727322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AARC CONSULTANTS, LLC	00579166	2025-6027	RISK & RESILIANCE ACCESS / ERP	Water Utility	3,104.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,104.93

Payment No: 727170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FREMONT BANK	00578966	39831MAY2025	RETENTION FOR CITYWIDE EMERGEN	Public Buildings	3,100.00
				Total for Payment No.:		3,100.00

Payment No: 033500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GATES & ASSOC	00578856	59017	HENRY SCHMIDT PARK PLAYGROUND	Parks And Recreation	3,063.75
				Total for Payment No.:		3,063.75

Payment No: 727606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	TUCKER CONSTRUCTION	00579689	34343	LABOR - STORM DRAIN	General Fund	2,696.54
2025-07-11	TUCKER CONSTRUCTION	00579689	34343	MATERIAL - STORM	General Fund	338.00
				Total for Payment No.:		3,034.54

Payment No: 727428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MUSSON THEATRICAL	00579112	00478285	Incidental Theater Purchases v	General Fund	2,940.65
				Total for Payment No.:		2,940.65

Payment No: 033644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ROYAL COACH TOURS	00578808	33156	ATG TRIP SF FLOWER MARKET 6 4	General Fund	1,506.02
2025-06-27	ROYAL COACH TOURS	00578807	32927	ATG TRIP GIANTS 5 14 25	General Fund	1,405.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,911.97

Payment No: 727280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CORTEX INC	00579341	62533-15 UTILITY REFUND	UTILITY REFUND	General Fund	2,859.13
				Total for Payment No.:		2,859.13

Payment No: 727467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STEVEN DOLEZAL	00578553	05-25	Psychological Services	General Fund	2,850.00
				Total for Payment No.:		2,850.00

Payment No: 727605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	TMC SHOOTING RANGE SPECIALISTS	00579301	2529	Range Cleaning	General Fund	2,810.00
				Total for Payment No.:		2,810.00

Payment No: 727567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	FAST UNDERCAR SANTA CLARA	00579377	932942	PARTS- VSVAC6	Fleet Operation Fund	366.66
2025-07-11	FAST UNDERCAR SANTA CLARA	00579378	937373	PARTS - V3498	Fleet Operation Fund	214.78
2025-07-11	FAST UNDERCAR SANTA CLARA	00579379	936829	PARTS - V3226	Fleet Operation Fund	758.90
2025-07-11	FAST UNDERCAR SANTA CLARA	00579557	937377	PARTS - V3498	Fleet Operation Fund	76.46
2025-07-11	FAST UNDERCAR SANTA CLARA	00579560	935366	PARTS - STOCK	Fleet Operation Fund	760.01
2025-07-11	FAST UNDERCAR SANTA CLARA	00579560	935366	CA BATTERY FEE	Fleet Operation Fund	10.00
2025-07-11	FAST UNDERCAR SANTA CLARA	00579549	937832	PARTS - V3495	Fleet Operation Fund	278.53
2025-07-11	FAST UNDERCAR SANTA CLARA	00579551	937992	PARTS - V3495	Fleet Operation Fund	88.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	FAST UNDERCAR SANTA CLARA	00579552	935608	PARTS - V2885	Fleet Operation Fund	165.27
2025-07-11	FAST UNDERCAR SANTA CLARA	00579554	933940	PARTS - V3265	Fleet Operation Fund	214.78
2025-07-11	FAST UNDERCAR SANTA CLARA	00579790	938844	PARTS - V#1709	Fleet Operation Fund	73.56
2025-07-11	FAST UNDERCAR SANTA CLARA	00579790	938844	CA BATTERY FEE	Fleet Operation Fund	2.00
2025-07-11	FAST UNDERCAR SANTA CLARA	00579788	938407	CREDIT INV 937865	Fleet Operation Fund	-228.07
				Total for Payment No.:		2,780.94

Payment No: 727130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	POOL PROS INC	00578592	67129600PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578594	67129602PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578595	67129603PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578593	67129601PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578591	67129599PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578596	67129604PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578597	671298588PP	Solar Pool System Repairs	Water Utility	72.50
2025-06-13	POOL PROS INC	00578598	671298589PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578599	671298590PP	Solar Pool System Repairs	Water Utility	290.00
2025-06-13	POOL PROS INC	00578600	671299008PP	Solar Pool System Repairs	Water Utility	217.50
2025-06-13	POOL PROS INC	00578601	671299009PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578602	671299603PP	Solar Pool System Repairs	Water Utility	290.00
2025-06-13	POOL PROS INC	00578603	671299635PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578604	671299636PP	Solar Pool System Repairs	Water Utility	145.00
2025-06-13	POOL PROS INC	00578605	671299637PP	Solar Pool System Repairs	Water Utility	435.00
				Total for Payment No.:		2,755.00

Payment No: 727173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	KAISER FOUNDATION HEALTH PLAN, INC.	00578836	25655MAY2025	AMBULANCE BILLING REFUND	General Fund	2,742.45
				Total for Payment No.:		2,742.45

Payment No: 727355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CLUB PRECISION REPAIR	00578556	SCPOA-250610-WOODWAY-INV	Treadmill Repair Labor	General Fund	798.15
2025-06-27	CLUB PRECISION REPAIR	00578556	SCPOA-250610-WOODWAY-INV	Treadmill Repair Parts	General Fund	1,845.62
2025-06-27	CLUB PRECISION REPAIR	00578556	SCPOA-250610-WOODWAY-INV	Treadmill Repair Adj	General Fund	-3.77
				Total for Payment No.:		2,640.00

Payment No: 727582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	OFFICE SOLUTIONS	00579364	12421	FURNITURE - FLEET	Fleet Operation Fund	1,767.45
2025-07-11	OFFICE SOLUTIONS	00579364	12421	LABOR - FLEET	Fleet Operation Fund	867.54
				Total for Payment No.:		2,634.99

Payment No: 033678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PUBLIC SAFETY NON-SWORN	00580051	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	2,625.00
				Total for Payment No.:		2,625.00

Payment No: 727121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NINYO & MOORE GEOTECHNICAL	00578511	303244	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	2,590.00
				Total for Payment No.:		2,590.00

Payment No: 727493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WEST COAST ARBORISTS INC	00579206	229472	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	2,564.20
				Total for Payment No.:		2,564.20

Payment No: 033649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SPORTS, FITNESS & KARATE INC	00579114	SCPR 2025 April-May 2025	CHANGE ORDER 3: ADDITIONAL FUN	General Fund	2,556.72
				Total for Payment No.:		2,556.72

Payment No: 033673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CITY OF SANTA CLARA EMPLOYEES	00580052	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	2,521.00
				Total for Payment No.:		2,521.00

Payment No: 727595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SANTA CLARA WEEKLY	00579940	1250143	5155 STARS AND STRIPES DR	General Fund	1,568.00
2025-07-11	SANTA CLARA WEEKLY	00579849	1250126	LEGAL NOTICE ORDINANCE NO 2077	General Fund	952.00
				Total for Payment No.:		2,520.00

Payment No: 033524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	NEWSBANK INC	00578201	RTRN59279	1241 AD DB	General Fund	2,514.00
				Total for Payment No.:		2,514.00

Payment No: 727398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HEALTHINVEST HRA	00578637	32307MAY2025	May Admin Fee	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 727345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CALIF LIBRARY ASSN	00578687	300015396	INSTITUTIONAL MEMBERSHIP 25/26	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 033400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CITY OF SANTA CLARA EMPLOYEES	00578770	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	2,496.00
				Total for Payment No.:		2,496.00

Payment No: 033639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PLANET FUTSAL INC	00579107	23	Futsal Kingz	General Fund	2,487.10
				Total for Payment No.:		2,487.10

Payment No: 727383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FAST UNDERCAR SANTA CLARA	00578568	931461	FLEET - PARTS - V3015	Fleet Operation Fund	475.93
2025-06-27	FAST UNDERCAR SANTA CLARA	00578569	930402	FLEET - PARTS - V3483	Fleet Operation Fund	322.39
2025-06-27	FAST UNDERCAR SANTA CLARA	00578571	929717	FLEET - PARTS - V3497	Fleet Operation Fund	76.46
2025-06-27	FAST UNDERCAR SANTA CLARA	00578572	929686	FLEET - PARTS - V3531	Fleet Operation Fund	393.44
2025-06-27	FAST UNDERCAR SANTA CLARA	00578573	929818	FLEET - PARTS - V3370	Fleet Operation Fund	298.66
2025-06-27	FAST UNDERCAR SANTA CLARA	00578763	931618	CREDIT PARTS	Fleet Operation Fund	-74.49
2025-06-27	FAST UNDERCAR SANTA CLARA	00578801	932426	PARTS - STOCK	Fleet Operation Fund	844.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FAST UNDERCAR SANTA CLARA	00578801	932426	CA BATTERY FEE	Fleet Operation Fund	10.00
2025-06-27	FAST UNDERCAR SANTA CLARA	00578761	931736	PARTS - V3760	Fleet Operation Fund	127.43
2025-06-27	FAST UNDERCAR SANTA CLARA	00578761	931736	CA BATTERY FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		2,476.20

Payment No: 727349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CERTIFIED FOLDER DISPLAY	00579090	INV40-002390	VISITOR GUIDE SHIP TO LAS VEGA	Deposit Funds.	57.04
2025-06-27	CERTIFIED FOLDER DISPLAY	00579088	INV40-002997	VISITOR GUIDE JUNE	Deposit Funds.	2,347.24
2025-06-27	CERTIFIED FOLDER DISPLAY	00579089	INV40-002389	VISITOR GUIDE SHIP TO SEATTLE	Deposit Funds.	69.00
				Total for Payment No.:		2,473.28

Payment No: 727486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNIQUE TOWING	00578803	25-272040	TOW SERVICE - WO 158123, V3569	Fleet Operation Fund	147.50
2025-06-27	UNIQUE TOWING	00578469	T270654	tow boat	General Fund	2,000.00
2025-06-27	UNIQUE TOWING	00578470	T271825	tow fees	General Fund	295.00
				Total for Payment No.:		2,442.50

Payment No: 033449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MIDWEST TAPE LLC	00577824	507200822	1231 JUV ABK	General Fund	61.09
2025-06-13	MIDWEST TAPE LLC	00577824	507200822	1233 AD DVD	General Fund	152.11
2025-06-13	MIDWEST TAPE LLC	00577824	507200822	1235 AD DVD	General Fund	38.16
2025-06-13	MIDWEST TAPE LLC	00577824	507200822	1241 AD DVD	General Fund	2,103.83
2025-06-13	MIDWEST TAPE LLC	00577824	507200822	1241 AD ABK	General Fund	64.36
				Total for Payment No.:		2,419.55

Payment No: 727475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579164	262720	LEGAL SVCS & DISBRSMNTS THRU MAY25	[redacted]	[redacted]
				Total for Payment No.:		2,400.00

Payment No: 727050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TAYLOR MORRISON SERVICES	00578434	24468-21 UTILITY REFUND	UTILITY REFUND	General Fund	2,388.55
				Total for Payment No.:		2,388.55

Payment No: 033499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	GARDENLAND POWER EQUIPMENT	00578240	1176775	MATERIALS - TREE DEPT	General Fund	426.15
2025-06-20	GARDENLAND POWER EQUIPMENT	00578088	1174977	2T TUNE UP SERVICE001	General Fund	184.36
2025-06-20	GARDENLAND POWER EQUIPMENT	00578089	1174999	SAFETY EQUIPMENT	General Fund	1,606.53
2025-06-20	GARDENLAND POWER EQUIPMENT	00578088	1174977	LABOR	General Fund	137.25
				Total for Payment No.:		2,354.29

Payment No: 727436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PARS	00578977	58093	ARS PARS FEES - APRIL 2025	General Fund	2,318.58
				Total for Payment No.:		2,318.58

Payment No: 727367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	D&M TRAFFIC SERVICES	00579068	575416	PAINT, MARKING SEWER SANITARY	Water Utility	392.85
2025-06-27	D&M TRAFFIC SERVICES	00579068	575416	PAINT, MARKING, WHITE. AERVOE	Water Utility	282.85
2025-06-27	D&M TRAFFIC SERVICES	00578482	575445	MATERIALS - STREET	General Fund	43.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	D&M TRAFFIC SERVICES	00578510	575472	MATERIALS - STREET	General Fund	754.77
2025-06-27	D&M TRAFFIC SERVICES	00579129	575366	CLASS 2 SAFETY VEST	Water Utility	66.38
2025-06-27	D&M TRAFFIC SERVICES	00579395	574654	PAINT, MARKING, BLUE. AERVOE #	Water Utility	282.85
				Total for Payment No.:		1,823.24

Payment No: 727569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	FREMONT FORD	00579786	450900	PARTS - V#3532 WO#158205	Fleet Operation Fund	300.88
2025-07-11	FREMONT FORD	00579786	450900	LABOR	Fleet Operation Fund	1,969.32
				Total for Payment No.:		2,270.20

Payment No: 727083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CPS HR CONSULTING	00577908	TR-INV005837	Elec Meter Tech written exam	General Fund	926.30
2025-06-13	CPS HR CONSULTING	00577909	TR-INV006074	Sen Eng Tech written exam	General Fund	612.80
2025-06-13	CPS HR CONSULTING	00577910	TR-INV005923	Police Rec Spec Written Exam	General Fund	721.70
				Total for Payment No.:		2,260.80

Payment No: 727357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579207	65557	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		2,256.50

Payment No: 727213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	EMERGENCY MEDICAL SERVICES	00578188	EMSA-888-1215	PARAMEDIC RENEWAL APPS (9)	General Fund	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 727392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GENEVIEVE ALTWER LMFT	00578693	109-0525	CLIENT 109 SESSION 3	General Fund	225.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578690	109-0225	CLIENT 109 SESSION 2	General Fund	200.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578695	117-0525	CLIENT 117 SESSION 5	General Fund	225.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578696	119-0525	CLIENT 119 SESSION 9	General Fund	225.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578698	133-0525	CLIENT 133 SESSIONS 8-9	General Fund	450.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578704	181-0525	CLIENT 181 SESSIONS 3-4	General Fund	450.00
2025-06-27	GENEVIEVE ALTWER LMFT	00578707	183-0525	CLIENT 183 SESSIONS 14-15	General Fund	450.00
				Total for Payment No.:		2,225.00

Payment No: 033536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	[redacted]	00578885	58169	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
2025-06-20	[redacted]	00578886	58173	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		2,219.50

Payment No: 727081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination (Audio)	Water Utility	46.50
2025-06-13	CONCENTRA MEDICAL CENTERS	00577948	86374779	Physical Examination	Fleet Operation Fund	95.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination (Audio)	Sewer Utility	46.50
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination	General Fund	199.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination	Fleet Operation Fund	95.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577947	86302364	Physical Examination	Sewer Utility	283.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577948	86374779	Physical Examination	Water Utility	100.00
2025-06-13	CONCENTRA MEDICAL CENTERS	00577949	86377613	Physical Examination	General Fund	1,183.00
				Total for Payment No.:		2,048.00

Payment No: 033613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KEYSER MARSTON ASSOCIATES, INC.	00579218	0039832	MISSION POINT PROJECT BY KYLLI	Planning Div-Prefund PlanRview	2,177.50
				Total for Payment No.:		2,177.50

Payment No: 033578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CINTAS CORP #630	00578821	4233474303	UNIFORM SERVICES	General Fund	64.31
2025-06-27	CINTAS CORP #630	00578311	4232263840	UNIFORM SVCS	Fleet Operation Fund	325.91
2025-06-27	CINTAS CORP #630	00578311	4232263840	SAFEWASHER SVC	Fleet Operation Fund	74.62
2025-06-27	CINTAS CORP #630	00578330	4232688789	UNIFORMS	General Fund	149.82
2025-06-27	CINTAS CORP #630	00578685	4232406437	UNIFORMS	General Fund	120.25
2025-06-27	CINTAS CORP #630	00578686	4233168646	UNIFORMS	General Fund	122.13
				Total for Payment No.:		857.04

Payment No: 727231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	NINYO & MOORE GEOTECHNICAL	00579004	303245	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	2,159.24
				Total for Payment No.:		2,159.24

Payment No: 033508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JOVENVILLE, LLC	00578927	25-7563	Brand Book Refresh May	Deposit Funds.	560.00
2025-06-20	JOVENVILLE, LLC	00578928	25-7564	Sales Brochure	Deposit Funds.	1,575.00
				Total for Payment No.:		2,135.00

Payment No: 033554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	WECO INDUSTRIES LLC	00578983	0055576-IN	CABLE, FOR SEWER CUTTERS, 8 FT	Water Utility	1,796.63
2025-06-20	WECO INDUSTRIES LLC	00578983	0055576-IN	FREIGHT	Sewer Utility	324.50
				Total for Payment No.:		2,121.13

Payment No: 033626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MT TIRE SERVICE, LLC	00579092	35351	TIRES	Fleet Operation Fund	360.11
2025-06-27	MT TIRE SERVICE, LLC	00579092	35351	CA TIRE TAX	Fleet Operation Fund	3.50
2025-06-27	MT TIRE SERVICE, LLC	00578376	35336	CUC DROP OFF SVD V3640	Solid Waste Program	409.22
2025-06-27	MT TIRE SERVICE, LLC	00578376	35336	STATE TIRE TAX	Solid Waste Program	1.75
2025-06-27	MT TIRE SERVICE, LLC	00578376	35336	FED TIRE TAX	Solid Waste Program	32.07
2025-06-27	MT TIRE SERVICE, LLC	00579157	35352	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2025-06-27	MT TIRE SERVICE, LLC	00579158	34969	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	75.00
2025-06-27	MT TIRE SERVICE, LLC	00579156	35342	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-06-27	MT TIRE SERVICE, LLC	00579147	35161	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-06-27	MT TIRE SERVICE, LLC	00579154	35340	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-06-27	MT TIRE SERVICE, LLC	00579149	35001	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-06-27	MT TIRE SERVICE, LLC	00579155	35316	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	135.00
2025-06-27	MT TIRE SERVICE, LLC	00579152	35341	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-06-27	MT TIRE SERVICE, LLC	00579153	35343	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2025-06-27	MT TIRE SERVICE, LLC	00579150	35317	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MT TIRE SERVICE, LLC	00579151	34968	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2025-06-27	MT TIRE SERVICE, LLC	00579148	35000	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-06-27	MT TIRE SERVICE, LLC	00579248	34970	TIRES	Fleet Operation Fund	510.71
2025-06-27	MT TIRE SERVICE, LLC	00579248	34970	CA TIRE TAX	Fleet Operation Fund	5.25
				Total for Payment No.:		2,107.61

Payment No: 033582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	COAST COUNTIES TRUCK	00578567	01249369P	FLEET - PARTS - V3182	Fleet Operation Fund	1,210.67
2025-06-27	COAST COUNTIES TRUCK	00578312	01248872P	PARTS - STOCK	Fleet Operation Fund	879.37
				Total for Payment No.:		2,090.04

Payment No: 727541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579368	000023636219	PD MDC WIRELESS	General Fund	2,087.68
				Total for Payment No.:		2,087.68

Payment No: 727104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HD SUPPLY	00577748	865979868	RESTROOM BATHROOM PRODUCTS	General Fund	2,049.30
				Total for Payment No.:		2,049.30

Payment No: 033421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CLUB CARE INC	00577833	129705	FITNESS PARTS	General Fund	1,476.13
2025-06-13	CLUB CARE INC	00577835	130991	MAY MONTHLY MAINTENANCE	General Fund	560.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,036.13

Payment No: 727215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FAST UNDERCAR SANTA CLARA	00578034	927200	FLEET- CREDIT FOR INV 923883	Fleet Operation Fund	-46.95
2025-06-20	FAST UNDERCAR SANTA CLARA	00578036	927280	FLEET - PARTS - V3248	Fleet Operation Fund	73.39
2025-06-20	FAST UNDERCAR SANTA CLARA	00578036	927280	CA BATTERY FEE	Fleet Operation Fund	2.17
2025-06-20	FAST UNDERCAR SANTA CLARA	00578037	927086	FLEET - PARTS - STOCK	Fleet Operation Fund	730.00
2025-06-20	FAST UNDERCAR SANTA CLARA	00578035	927321	FLEET - PARTS - V2905	Fleet Operation Fund	197.27
2025-06-20	FAST UNDERCAR SANTA CLARA	00578035	927321	CA BATTERY FEE	Fleet Operation Fund	2.18
2025-06-20	FAST UNDERCAR SANTA CLARA	00578040	928725	CA BATTERY FEE	Fleet Operation Fund	2.00
2025-06-20	FAST UNDERCAR SANTA CLARA	00578037	927086	CA BATTERY FEE	Fleet Operation Fund	8.00
2025-06-20	FAST UNDERCAR SANTA CLARA	00578038	928612	FLEET - PARTS - V3382	Fleet Operation Fund	351.72
2025-06-20	FAST UNDERCAR SANTA CLARA	00578039	928589	FLEET - PARTS - STOCK	Fleet Operation Fund	557.72
2025-06-20	FAST UNDERCAR SANTA CLARA	00578039	928589	CA BATTERY FEE	Fleet Operation Fund	2.00
2025-06-20	FAST UNDERCAR SANTA CLARA	00578040	928725	FLEET - PARTS - V3486	Fleet Operation Fund	153.65
				Total for Payment No.:		2,033.15

Payment No: 033486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	COAST COUNTIES TRUCK	00578033	01248458P	FLEET - PARTS - V3258	Fleet Operation Fund	2,019.48
				Total for Payment No.:		2,019.48

Payment No: 033537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SAN JOSE MAILING	00578999	8142	4249 CHEENEY	General Fund	69.18
2025-06-20	SAN JOSE MAILING	00578999	8142	MAILING & POSTAGE	General Fund	262.44
2025-06-20	SAN JOSE MAILING	00579000	8151	2303 GIANERA ST	General Fund	137.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SAN JOSE MAILING	00579000	8151	MAILING & POSTAGE	General Fund	335.58
2025-06-20	SAN JOSE MAILING	00579001	8152	5155 STARS & STRIPES	General Fund	466.49
2025-06-20	SAN JOSE MAILING	00579001	8152	MAILING & POSTAGE	General Fund	732.82
				Total for Payment No.:		2,003.51

Payment No: 033642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RICOH CORP	00578729	127756156-SR	MFD LEASES AND LATE FEES	Information Technology Service	241.76
2025-06-27	RICOH CORP	00578728	127756056-SR	MFD LEASES AND LATE FEES	Information Technology Service	667.25
2025-06-27	RICOH CORP	00578730	127756196-SR	MFD LEASES AND LATE FEES	Information Technology Service	733.99
2025-06-27	RICOH CORP	00578731	127756232-SR	MFD LEASES AND LATE FEES	Information Technology Service	33.37
2025-06-27	RICOH CORP	00578732	127756260-SR	MFD LEASES	Information Technology Service	285.11
2025-06-27	RICOH CORP	00578728	127756056-SR	MFD LEASES AND LATE NON TAXABL	Information Technology Service	33.37
				Total for Payment No.:		1,994.85

Payment No: 727526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WESTYN HERSCOVITCH	00579939	32436JUN2025A	HAZMAT SPEC F&G INSERVICE TRAI	General Fund	1,990.00
				Total for Payment No.:		1,990.00

Payment No: 727423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MEMORIAL IMPRESSIONS INC.	00578313	27228	INSCRIPTION/INSTALLATION SERV	Cemetery	1,209.00
2025-06-27	MEMORIAL IMPRESSIONS INC.	00578734	27235	Central Park Vet Brick Engrave	Custodial Deposits Fund	770.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,979.00

Payment No: 727239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	REP NUT & BOLT GUY	00578081	39936	VARIOUS NUTS & BOLTS	General Fund	1,952.38
				Total for Payment No.:		1,952.38

Payment No: 033417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CINTAS CORP #630	00577936	4229963585	2025 MAY WATER UNIFORM SVC	Water Utility	465.97
2025-06-13	CINTAS CORP #630	00577936	4229963585	2025 MAY SEWER UNIFORM SVC	Sewer Utility	172.14
2025-06-13	CINTAS CORP #630	00577938	4228404670	2025 APRIL SEWER UNIFORM SVC	Sewer Utility	181.02
2025-06-13	CINTAS CORP #630	00577938	4228404670	2025 APRIL WATER UNIFORM SVC	Water Utility	467.85
2025-06-13	CINTAS CORP #630	00577937	4229139672	2025 MAY WATER UNIFORM SVC	Water Utility	465.97
2025-06-13	CINTAS CORP #630	00577937	4229139672	2025 MAY SEWER UNIFORM SVC	Sewer Utility	172.14
				Total for Payment No.:		1,925.09

Payment No: 003814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-09	NAVIA BENEFIT SOLUTIONS, INC	00580355	10986466	DD: NAVIA ADMIN FEE JUN25	Payroll Liability&ClearingAcct	1,335.52
2025-07-09	NAVIA BENEFIT SOLUTIONS, INC	00580355	10986466	DD: NAVIA ADMIN FEE JUN25	General Fund	584.31
				Total for Payment No.:		1,919.83

Payment No: 727321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	A-Z CREATIVITY LLC	00579106	1032	Instructor Payments	General Fund	1,918.80
				Total for Payment No.:		1,918.80

Payment No: 033533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	R3 CONSULTING GROUP, INC.	00578937	124551	CONSULTING SERVICES	Solid Waste Program	1,907.50
				Total for Payment No.:		1,907.50

Payment No: 727562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DARRYL PANG	00578878	250531SCPD	POLYGRAPH	General Fund	1,875.00
				Total for Payment No.:		1,875.00

Payment No: 033602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GURUS EDUCATIONAL SERVICES INC	00579108	20250523	Guru Educational Service	General Fund	1,866.80
				Total for Payment No.:		1,866.80

Payment No: 727449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RALPH ANDERSON & ASSOCIATES	00578712	7126	Total Comp Survey (Unit 4)	General Fund	1,860.00
				Total for Payment No.:		1,860.00

Payment No: 727326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ALTEC INDUSTRIES INC	00578310	51686412	PARTS - V#3357	Fleet Operation Fund	260.44
2025-06-27	ALTEC INDUSTRIES INC	00578309	13016069	PARTS - V#3188	Fleet Operation Fund	160.38
				Total for Payment No.:		420.82

Payment No: 727427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MOTORPORT USA	00579250	2791	STRETCH TROUSERS - DARK BLUE -	General Fund	1,525.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MOTORPORT USA	00579250	2791	BLUE BRAIDING ON ENTIRE LEG	General Fund	106.94
2025-06-27	MOTORPORT USA	00579250	2791	ZIPPER/VELCRO CUFF CLOSURE	General Fund	63.29
2025-06-27	MOTORPORT USA	00579250	2791	RIGHT AND LEFT SAP POCKET	General Fund	82.94
2025-06-27	MOTORPORT USA	00579250	2791	SHIPPING COSTS	General Fund	49.00
				Total for Payment No.:		1,827.74

Payment No: 727159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WORKMAN GLOVE & SAFETY INC	00577786	49707	MATERIALS - STREET - CUC	Solid Waste Program	1,526.28
2025-06-13	WORKMAN GLOVE & SAFETY INC	00577787	49809	MATERIALS - STREET - CUC	Solid Waste Program	251.94
2025-06-13	WORKMAN GLOVE & SAFETY INC	00577788	49867	MATERIALS - STREET - CUC	Solid Waste Program	47.40
				Total for Payment No.:		1,825.62

Payment No: 727116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MARIA ANTONOVA	00577768	42030MAY2025	REIMB TOW FEES FOR CITIZEN	General Fund	1,810.80
				Total for Payment No.:		1,810.80

Payment No: 727578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MIKE'S TRUCK OUTFITTERS	00576754	0317	PARTS - V#3617	Vehicle Replacement Fund	1,788.55
				Total for Payment No.:		1,788.55

Payment No: 033543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SUMMIT UNIFORMS	00577997	27742	SEO Minium stadium uniform	General Fund	215.47
2025-06-20	SUMMIT UNIFORMS	00577998	25629	stadium uniform nametags	General Fund	700.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SUMMIT UNIFORMS	00578002	28035	TC Alvarado stadium uniform	General Fund	227.50
2025-06-20	SUMMIT UNIFORMS	00578000	27644	SEO Ferro stadium uniform	General Fund	193.59
2025-06-20	SUMMIT UNIFORMS	00578001	28032	TC Murillo stadium uniform	General Fund	222.03
2025-06-20	SUMMIT UNIFORMS	00577999	27868	TC Vasquez stadium uniform	General Fund	222.03
				Total for Payment No.:		1,780.62

Payment No: 727416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 2/25	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 3/25	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 4/25	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 1/25	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 6/25	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578295	881	Client 543 Session 19 in 2024	General Fund	245.00
2025-06-27	LAURA GOOSSENS PSYCHOTHERAPY	00578291	1394	Client 543 Session 5/25	General Fund	245.00
				Total for Payment No.:		1,715.00

Payment No: 033662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNITAS GLOBAL INC.	00578543	INV15046249	INTERNET SERVICES	Information Technology Service	1,710.28
				Total for Payment No.:		1,710.28

Payment No: 033719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	TIFCO INDUSTRIES	00579561	72097313	FLEET - PARTS - SHOP	Fleet Operation Fund	104.60
2025-07-11	TIFCO INDUSTRIES	00579563	72097367	FLEET - PARTS - V3742	Vehicle Replacement Fund	1,534.36
				Total for Payment No.:		1,638.96

Payment No: 033689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CINTAS CORP #630	00579373	4233640550	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	328.87
2025-07-11	CINTAS CORP #630	00579374	4234347156	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	334.51
2025-07-11	CINTAS CORP #630	00579375	4232889627	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	330.75
2025-07-11	CINTAS CORP #630	00579373	4233640550	FLEET UNIFORM LAUNDRY-TAXABLE	Fleet Operation Fund	75.51
2025-07-11	CINTAS CORP #630	00579374	4234347156	FLEET UNIFORM LAUNDRY-TAXABLE	Fleet Operation Fund	75.51
2025-07-11	CINTAS CORP #630	00579375	4232889627	FLEET UNIFORM LAUNDRY - TAXABLE	Fleet Operation Fund	75.51
2025-07-11	CINTAS CORP #630	00579601	4235085555	FLEET UNIFORM LAUNDRY NON-TAX	Fleet Operation Fund	325.23
2025-07-11	CINTAS CORP #630	00579601	4235085555	FLEET UNIFORM LAUNDRY TAX	Fleet Operation Fund	73.51
				Total for Payment No.:		1,619.40

Payment No: 727381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ESSEL TECHNOLOGY SERVICES, INC	00579285	153.25007-2	FIRE 001-7822-87600	General Fund	963.00
2025-06-27	ESSEL TECHNOLOGY SERVICES, INC	00579283	153.25007	FIRE 001-7822-87600	General Fund	655.00
				Total for Payment No.:		1,618.00

Payment No: 033447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LINDE GAS & EQUIPMENT INC.	00577750	49862830	CYLINDER RENTAL	General Fund	112.27
2025-06-13	LINDE GAS & EQUIPMENT INC.	00578527	49283195	DEMURRAGE	Water Utility	1,492.28
				Total for Payment No.:		1,604.55

Payment No: 033514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LINCOLN AQUATICS	00578076	36158586	MURIATIC ACID	General Fund	652.57
2025-06-20	LINCOLN AQUATICS	00578077	36158585	LIQUID CHLORINE	General Fund	923.20
				Total for Payment No.:		1,575.77

Payment No: 727356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	COGENT COMMUNICATIONS	00578544	CITYOFSA00015JUN2025	INTERNET SVCS FOR JUNE 2025	Information Technology Service	1,550.00
				Total for Payment No.:		1,550.00

Payment No: 033619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LINDE GAS & EQUIPMENT INC.	00579394	49885305	DEMURRAGE	Water Utility	174.82
2025-06-27	LINDE GAS & EQUIPMENT INC.	00578314	49877540	CYLNDR RENT 4/20/25-5/20/25	Fleet Operation Fund	52.45
2025-06-27	LINDE GAS & EQUIPMENT INC.	00578314	49877540	PAPER INV FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		229.45

Payment No: 727593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ROYAL BRASS INC	00579553	00362831	FLEET - PARTS - V3276	Fleet Operation Fund	1,136.91
2025-07-11	ROYAL BRASS INC	00579555	00362975	FLEET - PARTS - V3365	Fleet Operation Fund	361.65
2025-07-11	ROYAL BRASS INC	00579649	00362655	PARTS - V3186	Fleet Operation Fund	10.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,509.32

Payment No: 727485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNION PACIFIC RAILROAD CO	00579221	90130053	PROFESSIONAL SERVICES RENDERED	Related Santa Clara Dvlpr Fund	454.98
2025-06-27	UNION PACIFIC RAILROAD CO	00579222	90136259	PROFESSIONAL SERVICES RENDERED	Related Santa Clara Dvlpr Fund	626.85
2025-06-27	UNION PACIFIC RAILROAD CO	00579223	90139834	PROFESSIONAL SERVICES RENDERED	Related Santa Clara Dvlpr Fund	313.43
2025-06-27	UNION PACIFIC RAILROAD CO	00579224	90145189	PROFESSIONAL SERVICES RENDERED	Related Santa Clara Dvlpr Fund	107.93
				Total for Payment No.:		1,503.19

Payment No: 033686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	BAY AREA PL SERVICES	00579691	30505	phleb fees	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 727454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RIGHT ANGLE DESIGN	00579400	6878	2025 SUMMER CALENDAR	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 727118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MISSION COLLEGE	00577904	MCI-25-030	Summer Concert June 4, 2025	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 727024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DAILY DONUT AND SANDWICHES	00578430	20230-04 UTILITY REFUND	UTILITY REFUND	General Fund	1,491.62
				Total for Payment No.:		1,491.62

Payment No: 727339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BELKORP AG LLC	00578740	1095894	PARTS - SVACG1	Fleet Operation Fund	1,481.76
				Total for Payment No.:		1,481.76

Payment No: 727054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YONG WON	00578446	58635-04 UTILITY REFUND	UTILITY REFUND	General Fund	1,469.03
				Total for Payment No.:		1,469.03

Payment No: 727139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SALAS O'BRIEN ENGINEERS, INC.	00578283	102503274	AGREEMENT FOR EMERGENCY OPERAT	Fire Department	1,468.75
				Total for Payment No.:		1,468.75

Payment No: 727555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CENTURY GRAPHICS	00579297	62941	Uniform Polo Shirts	General Fund	1,459.45
				Total for Payment No.:		1,459.45

Payment No: 033657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TONY JANOVICH	00579109	1006851	CHANGE ORDER #4: ADDITIONAL FU	General Fund	1,456.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,456.00

Payment No: 727429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NAPA AUTO PARTS	00578580	014374	FLEET - PARTS - STOCK	Fleet Operation Fund	87.25
2025-06-27	NAPA AUTO PARTS	00578581	014129	FLEET - PARTS - STOCK	Fleet Operation Fund	376.95
2025-06-27	NAPA AUTO PARTS	00578579	014258	FLEET - PARTS - V3737	Fleet Operation Fund	8.45
2025-06-27	NAPA AUTO PARTS	00578583	015238	FLEET - PARTS - V3549	Fleet Operation Fund	4.97
2025-06-27	NAPA AUTO PARTS	00578586	015240	FLEET - PARTS - V3483	Fleet Operation Fund	110.45
2025-06-27	NAPA AUTO PARTS	00578745	016074	PARTS - V#3742	Vehicle Replacement Fund	265.44
2025-06-27	NAPA AUTO PARTS	00578744	016051	PARTS - V#3582	Fleet Operation Fund	13.88
2025-06-27	NAPA AUTO PARTS	00578747	016353	PARTS - STOCK	Fleet Operation Fund	10.26
2025-06-27	NAPA AUTO PARTS	00578749	016689	PARTS - V#3374	Fleet Operation Fund	95.41
2025-06-27	NAPA AUTO PARTS	00578746	016141	PARTS - STOCK	Fleet Operation Fund	469.56
2025-06-27	NAPA AUTO PARTS	00578802	016324	PARTS - V3762	Fleet Operation Fund	8.18
				Total for Payment No.:		1,450.80

Payment No: 727397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GYM DOCTORS	00578711	00168334	ANNUAL PREVENTIVE MAINTENANCE	General Fund	1,425.00
				Total for Payment No.:		1,425.00

Payment No: 727217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	FERGUSON INDUSTRIAL	00578912	1867316	HYMAX GRIP COUPLING 8", W/316	Water Utility Construction	1,151.71
2025-06-20	FERGUSON INDUSTRIAL	00578913	1893971-1	LID, G5 METAL TYLER #670610502	Water Utility Construction	271.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,423.43

Payment No: 727025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DALEO INC	00578435	24517-12 UTILITY REFUND	UTILITY REFUND	General Fund	1,393.72
				Total for Payment No.:		1,393.72

Payment No: 033616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LEE'S FORKLIFT SERVICE	00579143	22210	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	135.00
2025-06-27	LEE'S FORKLIFT SERVICE	00579144	22213	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2025-06-27	LEE'S FORKLIFT SERVICE	00579142	22212	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2025-06-27	LEE'S FORKLIFT SERVICE	00579141	22209	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	34.92
2025-06-27	LEE'S FORKLIFT SERVICE	00579141	22209	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2025-06-27	LEE'S FORKLIFT SERVICE	00579146	22214	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	135.00
2025-06-27	LEE'S FORKLIFT SERVICE	00579145	22211	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
				Total for Payment No.:		1,384.92

Payment No: 727193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00576679	11JC-TXR4-9N7D	1241 AD DVD	General Fund	-12.99
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1231 JUV BK	General Fund	308.33
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1233 JUV BK	General Fund	61.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1235 AD VG	General Fund	360.89
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	SUPPLIES	General Fund	64.34
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	RSC ESL BK	Library Operating Grant Fund	76.16
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1235 JUV BK	General Fund	66.51
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1241 AD BK	General Fund	9.81
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	1241 AD VG	General Fund	407.94
2025-06-20	AMAZON CAPITAL SERVICES, INC.	00578189	11NP-YN7M-NKG1	SHIPPING AND HANDLING	General Fund	34.82
				Total for Payment No.:		1,376.85

Payment No: 727527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	NORMANDY HOUSE	00574425	31459-01 UTILITY REFUND	UTILITY REFUND	General Fund	1,344.15
				Total for Payment No.:		1,344.15

Payment No: 727333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ARMS UNLIMITED INC	00578627	AU28899	Streamlight - 69260 TLR-1	General Fund	740.00
2025-06-27	ARMS UNLIMITED INC	00578551	AU28790	Streamlight Batteries	General Fund	587.00
				Total for Payment No.:		1,327.00

Payment No: 033405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PUBLIC SAFETY NON-SWORN	00578768	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	1,300.00
				Total for Payment No.:		1,300.00

Payment No: 033598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRAINGER-SAN JOSE	00578483	9528902076	MATERIALS - STREET	General Fund	56.41
2025-06-27	GRAINGER-SAN JOSE	00578331	9527287164	SUPPLIES	General Fund	174.08
2025-06-27	GRAINGER-SAN JOSE	00578332	9527287156	SUPPLIES	General Fund	223.07
2025-06-27	GRAINGER-SAN JOSE	00578741	9534424263	PARTS - SHOP	Fleet Operation Fund	27.07
2025-06-27	GRAINGER-SAN JOSE	00578694	9530835520	SUPPLIES	General Fund	100.66
2025-06-27	GRAINGER-SAN JOSE	00578697	9530835512	SUPPLIES	General Fund	130.30
				Total for Payment No.:		711.59

Payment No: 033663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNITED REFRIGERATION INC	00578701	13017205-00	JAMISON BROWN	Public Buildings	282.61
2025-06-27	UNITED REFRIGERATION INC	00578702	12911167-00	FIRE	General Fund	408.73
2025-06-27	UNITED REFRIGERATION INC	00578703	12891516-00	SUPPLIES	General Fund	68.22
2025-06-27	UNITED REFRIGERATION INC	00578705	12891686-00	SUPPLIES	General Fund	199.02
2025-06-27	UNITED REFRIGERATION INC	00578706	12977614-00	SUPPLIES	General Fund	314.71
				Total for Payment No.:		1,273.29

Payment No: 033458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SCOTT'S PPE RECON INC	00578518	40127	FY2024-25 PPE REPAIRS AS NEEDE	Fire Department	1,254.66
				Total for Payment No.:		1,254.66

Payment No: 033422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CORE BUSINESS TECHNOLOGIES	00578621	INV-31328	CONTINGENCY COSTS	General Government - Other	1,250.00
				Total for Payment No.:		1,250.00

Payment No: 033420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CLEARSTAR, INC.	00577884	1542848	2 management backgrounds	General Fund	228.79
2025-06-13	CLEARSTAR, INC.	00577884	1542848	late fee	General Fund	15.00
2025-06-13	CLEARSTAR, INC.	00577885	1539954	2 management backgrounds	General Fund	148.86
2025-06-13	CLEARSTAR, INC.	00577886	1538461	3 management backgrounds	General Fund	422.52
2025-06-13	CLEARSTAR, INC.	00577887	1537425	2 management backgrounds	General Fund	190.28
2025-06-13	CLEARSTAR, INC.	00577888	1544561	2 management backgrounds	General Fund	225.59
				Total for Payment No.:		1,231.04

Payment No: 033580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CLEARBLU ENVIRONMENTAL	00579246	1024	TAXABLE ITEMS (CONSUMABLES AND	Fleet Operation Fund	234.62
2025-06-27	CLEARBLU ENVIRONMENTAL	00579246	1024	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	983.84
				Total for Payment No.:		1,218.46

Payment No: 727100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GAMETIME	00578281	PJI-0266609	Freight	General Fund	66.18
2025-06-13	GAMETIME	00578281	PJI-0266609	Fully Enclosed Tot Seat	General Fund	474.69
2025-06-13	GAMETIME	00578281	PJI-0266609	HDW EXPRESSION SWING 8'	General Fund	646.02
				Total for Payment No.:		1,186.89

Payment No: 033674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CITY OF SANTA CLARA UNIT 9	00580047	06/08/25-07/05/25	UNION DUES B2513 & B2514	Payroll Liability&ClearingAcct	1,150.00
				Total for Payment No.:		1,150.00

Payment No: 727003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BILL LUTZ	00578374	18432MAY2025	POST MANAGEMENT COURSE 1/3	General Fund	1,142.50
				Total for Payment No.:		1,142.50

Payment No: 727103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HAI SUN SHIN	00577762	42029MAY2025	REIMB. FOR TOW FEES	General Fund	1,123.20
				Total for Payment No.:		1,123.20

Payment No: 727506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	FRANK HAGG	00579854	25656JUN2025	2025 US POLICE OLYMPICS	General Fund	1,120.01
				Total for Payment No.:		1,120.01

Payment No: 727296

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RELATED CALIFORNIA	00579335	24496-11 UTILITY REFUND A	UTILITY REFUND	General Fund	1,117.36
				Total for Payment No.:		1,117.36

Payment No: 727245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SCP DISTRIBUTORS LLC	00578075	36158628	DE POWDER	General Fund	1,115.04
				Total for Payment No.:		1,115.04

Payment No: 033401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CITY OF SANTA CLARA UNIT 9	00578762	05/11/25-06/07/25	UNION DUES B2511 & B2512	Payroll Liability&ClearingAcct	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 727552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CAR KEYS EXPRESS	00579365	CKE-2875592	KEYS - WO 157274, V3788	Vehicle Replacement Fund	20.00
2025-07-11	CAR KEYS EXPRESS	00579367	CKE-2890435	PARTS - WO 158178, V3734	Vehicle Replacement Fund	439.34
2025-07-11	CAR KEYS EXPRESS	00579369	CKE-2890438	PARTS - WO 158188, V3214	Fleet Operation Fund	411.90
2025-07-11	CAR KEYS EXPRESS	00579371	CKE-2890441	PARTS - WO157893, V3617	Vehicle Replacement Fund	100.00
2025-07-11	CAR KEYS EXPRESS	00579365	CKE-2875592	KEYS - WO 157788, V3787	Vehicle Replacement Fund	100.00
2025-07-11	CAR KEYS EXPRESS	00579365	CKE-2875592	KEYS - WO 156908, V3750	Vehicle Replacement Fund	20.00
				Total for Payment No.:		1,091.24

Payment No: 727087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DAVID'S RALLY WHEELS, INC.	00577730	99328	FLEET SERVICE	Fleet Operation Fund	1,082.00
				Total for Payment No.:		1,082.00

Payment No: 033654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TECHNOLOGY SERVICES AND	00579403	1800091896	ANNUAL FEE FY 25-26 CJIC	General Fund	1,050.00
				Total for Payment No.:		1,050.00

Payment No: 727242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SAN JOSE BMW	00578051	4413571	FLEET - PARTS - STOCK	Fleet Operation Fund	1,035.86
				Total for Payment No.:		1,035.86

Payment No: 033526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	OMEGA INDUSTRIAL SUPPLY INC	00579003	163096	FACE LIFT FOR CONCRETE MAKING	Water Utility	467.06
2025-06-20	OMEGA INDUSTRIAL SUPPLY INC	00579003	163096	FACE LIFT FOR ASPHALT MAKING P	Water Utility	524.89
2025-06-20	OMEGA INDUSTRIAL SUPPLY INC	00579003	163096	FREIGHT	Water Utility	43.55
				Total for Payment No.:		1,035.50

Payment No: 727470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SUNNYVALE FORD	00578323	258078	PARTS - V#3332	Fleet Operation Fund	36.24
2025-06-27	SUNNYVALE FORD	00578325	258155	PARTS - V#3521	Fleet Operation Fund	399.02
2025-06-27	SUNNYVALE FORD	00578325	258155	PARTS - V#3521 CORE PRICE	Fleet Operation Fund	50.00
2025-06-27	SUNNYVALE FORD	00578325	258155	PARTS - V#3521 CORE PRICE	Fleet Operation Fund	50.00
2025-06-27	SUNNYVALE FORD	00578774	258453	PARTS - STOCK	Fleet Operation Fund	180.58
2025-06-27	SUNNYVALE FORD	00578773	258456	PARTS - V3692	Vehicle Replacement Fund	313.25
				Total for Payment No.:		1,029.09

Payment No: 033487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	127.41
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	61.77
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	225.90
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	205.13
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.29
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	29.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	148.34
2025-06-20	COMCAST	00578921	5/23/25AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	178.59
				Total for Payment No.:		1,023.31

Payment No: 727395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GRAYBAR ELECTRIC	00578540	9341928442	PURCHASING UPGRADE SUPPLIES	General Fund	978.70
2025-06-27	GRAYBAR ELECTRIC	00578541	9342149244	NETWORK SUPPLIES	Information Technology Service	43.01
				Total for Payment No.:		1,021.71

Payment No: 033459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SUDHANSHU JAIN	00578615	26499MAY2025	2025 CIVICWELL POLICYMAKERS	General Fund	1,020.74
				Total for Payment No.:		1,020.74

Payment No: 003805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-30	NAVIA BENEFIT SOLUTIONS, INC	00580146	35989JUN2025A	DD:NAVIA COMMUTER BENEFIT	Payroll Liability&ClearingAcct	1,010.75
				Total for Payment No.:		1,010.75

Payment No: 727386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FERGUSON INDUSTRIAL	00579232	1891193-1	BEND, 22-1/2 DEGREES, 8IN, MJ,	Water Utility	1,009.95
				Total for Payment No.:		1,009.95

Payment No: 033586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DIANNE ANCONA	00578224	001357-202503	Client 001357 Session #08	General Fund	250.00
2025-06-27	DIANNE ANCONA	00578224	001357-202503	Client 001357 Session #09	General Fund	250.00
2025-06-27	DIANNE ANCONA	00578224	001357-202503	Client 001357 Session #10	General Fund	250.00
2025-06-27	DIANNE ANCONA	00578224	001357-202503	Client 001357 Session #11	General Fund	250.00
				Total for Payment No.:		1,000.00

Payment No: 727237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PESTEC	00578890	360287	BURROWING ANIMAL CONTROL SERVI	Solid Waste Utility-Constructi	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 727180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SAN FRANCISCO BAY CONSERVATION	00578253	41925JUN2025	PRMT# M2024.028.00 CRK TRAIL	Streets and Highways Capital F	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 727418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LC ACTION POLICE SUPPLY	00578554	476751	Body Armor - Calupad	General Fund	999.59
				Total for Payment No.:		999.59

Payment No: 727111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INDIA FOR EVERYONE	00577851	2A-3034	1241 AD BK	General Fund	999.41
				Total for Payment No.:		999.41

Payment No: 727415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LANGUAGE LINE SOLUTIONS	00578733	11624320	LANGUAGE LINE SVCS MAY 2025	Information Technology Service	999.00
				Total for Payment No.:		999.00

Payment No: 727459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA CO SOCIAL SVC AGCY	00579104	2457JUN2025	SENIOR NUTRITION MAY 2025	Deposit Funds.	980.76
				Total for Payment No.:		980.76

Payment No: 727544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579529	000023672558	TASMAN GARAGE ANALOG LINES	General Fund	978.77
				Total for Payment No.:		978.77

Payment No: 727448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	QUINN LIFT	00578582	PC120038011	FLEET - PARTS - V3800	Vehicle Replacement Fund	975.22
				Total for Payment No.:		975.22

Payment No: 727199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AT&T CALNET	00577993	000023524808	TASMAN GARAGE ANALOG LANDLINES	General Fund	967.12
				Total for Payment No.:		967.12

Payment No: 033484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CINTAS CORP #630	00578160	9321112235	MATERIALS - UNIFORMS	Fleet Operation Fund	134.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		134.61

Payment No: 727254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE CRRD WIRELESS	General Fund	46.36
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE RADIOS	General Fund	76.02
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	92.72
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE CRRD WIRELESS	General Fund	231.80
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	278.16
2025-06-20	VERIZON WIRELESS	00578080	6114284891	FIRE CRRD WIRELESS	General Fund	231.80
				Total for Payment No.:		956.86

Payment No: 033690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CINTAS FIRE PROTECTION #F44	00579619	0F44846881	2025 MAY ANNUAL FIRE MAINT WTR	Water Utility	212.53
2025-07-11	CINTAS FIRE PROTECTION #F44	00579619	0F44846881	2025 MAY ANNUAL FIRE MAINT WTR	Water Utility	259.51
2025-07-11	CINTAS FIRE PROTECTION #F44	00579619	0F44846881	2025 MAY ANNUAL FIRE MAINT SWR	Sewer Utility	212.53
2025-07-11	CINTAS FIRE PROTECTION #F44	00579619	0F44846881	2025 MAY ANNUAL FIRE MAINT SWR	Sewer Utility	259.51
				Total for Payment No.:		944.08

Payment No: 033436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE CONSTRUCTION CO	00577863	2952158	MATERIALS - STREET	General Fund	922.13
2025-06-13	GRANITE CONSTRUCTION CO	00577863	2952158	ENVIRONMENTAL FEE	General Fund	16.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		938.50

Payment No: 727148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	THE SOURCING GROUP, LLC	00577727	698690	Santa Clara #10 Envelopes	General Fund	938.48
				Total for Payment No.:		938.48

Payment No: 727498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ZOLL DATA SYSTEMS INC	00578178	INV00203180	JULY 2025 LICENSE FEES	General Fund	904.11
				Total for Payment No.:		904.11

Payment No: 727534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DIVISION OF THE STATE ARCHITECT	00579888	13921JUL2025	10% OF $4 CASP FEE TO BE REMIT	Building Fee Admin Retainage	890.40
				Total for Payment No.:		890.40

Payment No: 727559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	COSTAR REALTY INFORMATION INC	00579768	122123077	CoSTAR Subscription Services-D	Deposit Funds.	888.67
				Total for Payment No.:		888.67

Payment No: 033692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	COAST COUNTIES TRUCK	00579372	01250238P	PARTS - V3640	Fleet Operation Fund	883.55
				Total for Payment No.:		883.55

Payment No: 033623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MIDWEST TAPE LLC	00578529	507269392	1233 AD DVD	General Fund	73.59
2025-06-27	MIDWEST TAPE LLC	00578529	507269392	1241 AD ABK	General Fund	64.36
2025-06-27	MIDWEST TAPE LLC	00578529	507269392	1241 AD DVD	General Fund	157.58
2025-06-27	MIDWEST TAPE LLC	00578529	507269392	1231 JUV ABK	General Fund	46.90
2025-06-27	MIDWEST TAPE LLC	00578529	507269392	1231 JUV DVD	General Fund	533.27
				Total for Payment No.:		875.70

Payment No: 727114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	J&N TACTICAL	00577814	25-00313	SRT equipment	General Fund	875.00
				Total for Payment No.:		875.00

Payment No: 727267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ALDO ORTEGA HATCH	00579517	41804JUN2025	CERTIFICATE TRAINING	General Fund	862.40
				Total for Payment No.:		862.40

Payment No: 033622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MCCAMPBELL ANALYTICAL INC	00579169	2504644	Laboratory Services	Water Utility	855.00
				Total for Payment No.:		855.00

Payment No: 033407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	POLICE	General Fund	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	TRITON	Public Buildings	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	OLD COURTHOUSE	General Fund	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	COMMUNITY RECREATION	General Fund	106.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				CENTER		
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	CITY HALL	General Fund	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	NORTHSIDE LIBRARY	General Fund	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	FIRE STATION 1	General Fund	106.00
2025-06-13	ACT, A DIVISION OF CCI	00578515	0488215-IN	CENTRAL LIBRARY	General Fund	106.00
				Total for Payment No.:		848.00

Payment No: 727311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA CO SHERIFFS DEPT	00579540	06/08/25-06/21/25PR	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	844.46
				Total for Payment No.:		844.46

Payment No: W26004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MISSIONSQUARE RETIREMENT	00580043	06/22/25-07/05/25A	WT: B2514 457 PLN CONTRIBUTION	Fringe Benefits	843.71
				Total for Payment No.:		843.71

Payment No: W25280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MISSIONSQUARE RETIREMENT	00578754	05/25/25-06/07/25A	WT: B2512 457 PLN CONTRIBUTION	Fringe Benefits	843.71
				Total for Payment No.:		843.71

Payment No: 727388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	FLEETPRIDE, INC.	00578576	126285201	FLEET - PARTS - V3256	Fleet Operation Fund	421.18
2025-06-27	FLEETPRIDE, INC.	00578577	126285147	FLEET - PARTS - V3224	Fleet Operation Fund	421.18
				Total for Payment No.:		842.36

Payment No: 727610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579947	00009882E5225A	DELIVERY CHARGES CITY CLERK	General Fund	26.42
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579952	00009882E5245A	DELIVERY CHARGES CITY CLERK	General Fund	26.42
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579949	00009882E5235A	DELIVERY CHARGES LIBRARY	General Fund	15.93
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579954	00009882E5255A	DELIVERY CHARGES CITY CLERK	General Fund	51.42
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579954	00009882E5255A	DELIVERY CHARGES WATER & SEWER	Sewer Utility	520.20
2025-07-11	UPS SUPPLY CHAIN SOLUTIONS INC	00579949	00009882E5235A	DELIVERY CHARGES CITY CLERK	General Fund	26.42
				Total for Payment No.:		666.81

Payment No: 033612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JP GRAPHICS INC	00578721	106192	Portable Phone Holders	General Fund	834.81
				Total for Payment No.:		834.81

Payment No: 727411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KING KONG MOBILE DJ ENTERTAINMENT	00578810	42066JUN2025	Audio Setup for Firehouse Fair	General Fund	825.00
				Total for Payment No.:		825.00

Payment No: 727264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ZORO TOOLS INC.	00578090	INV16478616	TRASH CANS	General Fund	819.12
				Total for Payment No.:		819.12

Payment No: W25292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MISSIONSQUARE RETIREMENT	00579543	06/08/25-06/21/25A	WT: B2513 457 PLN CONTRIBUTION	Fringe Benefits	804.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		804.27

Payment No: 727147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	T-MOBILE USA INC	00577866	9605482246	GPS Locate 2505080154	General Fund	115.00
2025-06-13	T-MOBILE USA INC	00577867	9605269555	GPS Locate 2502180071	General Fund	115.00
2025-06-13	T-MOBILE USA INC	00577868	9605269556	GPS Locate 2502230020	General Fund	115.00
2025-06-13	T-MOBILE USA INC	00577869	9604864814	Tower Dump 2504020064	General Fund	150.00
2025-06-13	T-MOBILE USA INC	00577870	9604027135	Area Dump 2503020032	General Fund	300.00
				Total for Payment No.:		795.00

Payment No: 727511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	KEVIN BURLEY	00579841	06/08/25-06/21/25	DIRECT DEPOSIT RETURNED ID8573	Payroll Liability&ClearingAcct	787.23
				Total for Payment No.:		787.23

Payment No: 033606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	INDUSTRIAL SCIENTIFIC CORP	00579170	2830803	12 MONTH iNET USAGE FEE W/AUTO	Sewer Utility	780.18
				Total for Payment No.:		780.18

Payment No: 033656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TIFCO INDUSTRIES	00578775	72092963	PARTS - SHOP	Fleet Operation Fund	777.68
				Total for Payment No.:		777.68

Payment No: 033518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MIDWEST TAPE LLC	00578045	507235334	1241 AD ABK	General Fund	93.81
2025-06-20	MIDWEST TAPE LLC	00578045	507235334	1241 AD DVD	General Fund	427.97
2025-06-20	MIDWEST TAPE LLC	00578045	507235334	1231 JUV ABK	General Fund	35.99
2025-06-20	MIDWEST TAPE LLC	00578045	507235334	1233 AD DVD	General Fund	216.94
				Total for Payment No.:		774.71

Payment No: 727500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	BILL LUTZ	00579867	18432JUN2025	POST MANAGEMENT COURSE 2/3	General Fund	387.00
2025-07-11	BILL LUTZ	00579868	18432JUN2025A	POST MANAGEMENT COURSE 3/3	General Fund	387.00
				Total for Payment No.:		774.00

Payment No: 727015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NORMAN O HENRY	00578379	1275MAY2025	BACKGROUND INVESTIGATION	General Fund	766.98
				Total for Payment No.:		766.98

Payment No: 727561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	D&M TRAFFIC SERVICES	00579686	575438	MATERIALS - STREET	General Fund	711.32
2025-07-11	D&M TRAFFIC SERVICES	00579669	575677	HEAT PRESS - NON TAXABLE	General Fund	8.00
2025-07-11	D&M TRAFFIC SERVICES	00579669	575677	MATERIALS - STREET	General Fund	42.40
				Total for Payment No.:		761.72

Payment No: 033416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CDH COUNSELING SERVICES, PLLC	00577790	417	CLIENT SCFD1001 SESSIONS	General Fund	500.00
2025-06-13	CDH COUNSELING SERVICES, PLLC	00577792	405	CLIENT SCFD1001 SESSION 8	General Fund	250.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		750.00

Payment No: 727379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELIZABETH RAWSON, MD	00578175	467-1	CLIENT# 467 SESSIONS 1-3	General Fund	750.00
				Total for Payment No.:		750.00

Payment No: 727369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DANA SAFETY SUPPLY, INC	00579247	966070	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	746.42
				Total for Payment No.:		746.42

Payment No: 727096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	FAST UNDERCAR SANTA CLARA	00577770	926428	PARTS - V3298	Fleet Operation Fund	35.60
2025-06-13	FAST UNDERCAR SANTA CLARA	00577771	926435	PARTS - RETURNED	Fleet Operation Fund	23.47
2025-06-13	FAST UNDERCAR SANTA CLARA	00577857	926716	PARTS - V3148	Fleet Operation Fund	24.04
2025-06-13	FAST UNDERCAR SANTA CLARA	00577855	927129	PARTS - V3577	Fleet Operation Fund	245.42
2025-06-13	FAST UNDERCAR SANTA CLARA	00577855	927129	CA BATTERY FEE	Fleet Operation Fund	2.00
2025-06-13	FAST UNDERCAR SANTA CLARA	00577856	926713	PARTS - V3148	Fleet Operation Fund	411.22
				Total for Payment No.:		741.75

Payment No: 033723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WESTERN STATES OIL CO	00579818	506331	FUEL - PD MOTORS ENTRY	Fleet Operation Fund	396.39
2025-07-11	WESTERN STATES OIL CO	00579819	506935	FUEL - PD MOTORS ENTRY	Fleet Operation Fund	344.72
				Total for Payment No.:		741.11

Payment No: 727522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	RONALD MIRANDA	00579961	33205JUN2025	2025 US POLICE OLYMPICS	General Fund	731.00
				Total for Payment No.:		731.00

Payment No: 727477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TINH HUYNH	00578624	42062JUN2025	BLDG Plan Review	Building New Dvlpmnt Srvc Fee	690.00
2025-06-27	TINH HUYNH	00578624	42062JUN2025	Tech Fee - PC BDIV & Permit	General Fund	23.25
				Total for Payment No.:		713.25

Payment No: 033425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DKS ASSOC	00578358	0095155	CHANGE ORDER: ADDITIONAL FUNDS	Streets and Highways Capital F	685.00
				Total for Payment No.:		685.00

Payment No: 033572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA DEPT OF JUSTICE	00578794	813754	RECRUITING	General Fund	132.00
2025-06-27	CA DEPT OF JUSTICE	00578794	813754	SEO/TC	General Fund	230.00
2025-06-27	CA DEPT OF JUSTICE	00578794	813754	PERMITS	General Fund	160.00
2025-06-27	CA DEPT OF JUSTICE	00578794	813754	RECORDS	General Fund	158.00
				Total for Payment No.:		680.00

Payment No: 033718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	THERMAL MECHANICAL INC	00579387	93147	DATA CENTER HVAC MAINT - JUNE	Information Technology Service	675.00
				Total for Payment No.:		675.00

Payment No: 727001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ARMAND LOBAO	00578362	32343MAY2025	CALBO ABM	Building New Dvlpmnt Srvc Fee	667.90
				Total for Payment No.:		667.90

Payment No: 727529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CA FRANCHISE TAX BOARD	00580059	06/22/25-07/05/25LF	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 727538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ALCOHOLIC BEVERAGE CONTROL	00578915	501JUN2025	REGISTRATION	Police Operating Grant Fund	650.00
				Total for Payment No.:		650.00

Payment No: 727308

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA FRANCHISE TAX BOARD	00579536	06/08/25-06/21/25LF	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 727060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA FRANCHISE TAX BOARD	00578736	05/25/25-06/07/25LF	WAGE ATTACHMENT B2512	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 727143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA WEEKLY	00578659	1250109	LEGAL NOTICE ORD NO. 2076	General Fund	644.00
				Total for Payment No.:		644.00

Payment No: 033577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CINTAS CORP #630	00578566	4230621831	2025 MAY SWR UNIFORM SVC	Sewer Utility	172.14
2025-06-27	CINTAS CORP #630	00578566	4230621831	2025 MAY WTR UNIFORM SVC	Water Utility	465.97
				Total for Payment No.:		638.11

Payment No: 727599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STERICYCLE, INC.	00579308	8011119635	Medical Waste Disposal	General Fund	629.56
				Total for Payment No.:		629.56

Payment No: 727227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JEROEN FONDERIE	00578845	73732-01 UTILITY REFUNDA	UTILITY REFUND	General Fund	628.34
				Total for Payment No.:		628.34

Payment No: 033485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CLUB CARE INC	00577837	130303	FITNESS PARTS	General Fund	513.05
2025-06-20	CLUB CARE INC	00577837	130303	SERVICE REPAIR	General Fund	100.18
				Total for Payment No.:		613.23

Payment No: 033601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GREEN HALO SYSTEMS	00579203	5772	OPTION 4: 5/1/25 - 4/30/26	Solid Waste Program	611.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				WAS		
				Total for Payment No.:		611.00

Payment No: 727460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA LIGHTING, INC.	00578343	34579	SENIOR CENTER	General Fund	54.45
2025-06-27	SANTA CLARA LIGHTING, INC.	00578345	34685	MISSION LIB	General Fund	169.14
2025-06-27	SANTA CLARA LIGHTING, INC.	00578699	34496	CENTRAL LIB	General Fund	376.92
				Total for Payment No.:		600.51

Payment No: 033631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	[redacted]	00579294	578190	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		600.00

Payment No: 727503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DAN SUNSERI	00580002	41796JUN2025	ACT EXPO ADVNCD CLEAN TRANSPO.	Fleet Operation Fund	600.00
				Total for Payment No.:		600.00

Payment No: 727140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA COUNTY	00578588	2430FEB2025	25/26 MEMBERSHIP DUES	General Fund	600.00
				Total for Payment No.:		600.00

Payment No: 727570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GEETHA CHANDU	00579942	42100JUN2025	PARTIAL REFUND PLN25-00049	General Fund	594.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		594.00

Payment No: 727334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ARNE SIGNS	00578796	25-13668	PARTS - WO 157946, V3692	Vehicle Replacement Fund	590.63
				Total for Payment No.:		590.63

Payment No: 727585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PETERSON CAT	00579812	PC001899242	PARTS - V#3371	Fleet Operation Fund	132.15
2025-07-11	PETERSON CAT	00579813	PC001901104	PARTS - V#3321	Fleet Operation Fund	457.93
				Total for Payment No.:		590.08

Payment No: 727533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	US TREASURY	00580062	06/22/25-07/05/25ND	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	570.36
				Total for Payment No.:		570.36

Payment No: 727062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	US TREASURY	00578738	05/25/25-06/07/25ND	WAGE ATTACHMENT B2512	Payroll Liability&ClearingAcct	570.36
				Total for Payment No.:		570.36

Payment No: 727312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	US TREASURY	00579539	06/08/25-06/21/25ND	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	570.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		570.35

Payment No: 727508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	JENNIFER KUNZELMAN	00579862	33194JUN2025	RECORDS SUPERVISOR SCHOOL	General Fund	563.10
				Total for Payment No.:		563.10

Payment No: 033618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LEVY SANTA CLARA CONVENTION CENTER	00579163	506452	DMO 5/29/25 MEETING REFRESHMEN	Deposit Funds.	535.56
				Total for Payment No.:		535.56

Payment No: 727255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578091	6114284892	CDD/BLDG DIV WIRELESS	Building New Dvlpmnt Srvc Fee	40.44
2025-06-20	VERIZON WIRELESS	00578091	6114284892	DPW/STREET WIRELESS	General Fund	81.80
2025-06-20	VERIZON WIRELESS	00578091	6114284892	DPW/STREET WIRELESS	General Fund	80.88
2025-06-20	VERIZON WIRELESS	00578091	6114284892	WATER/SEWER WIRELESS	Sewer Utility	82.99
2025-06-20	VERIZON WIRELESS	00578091	6114284892	DPW/STREET WIRELESS	General Fund	20.22
2025-06-20	VERIZON WIRELESS	00578091	6114284892	PARKS/SR CENTER WIRELESS	General Fund	41.36
2025-06-20	VERIZON WIRELESS	00578091	6114284892	CMO WIRELESS	General Fund	20.22
2025-06-20	VERIZON WIRELESS	00578091	6114284892	CDD WIRELESS	Building New Dvlpmnt Srvc Fee	161.76
				Total for Payment No.:		529.67

Payment No: 727146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SUNNYVALE FORD	00577862	257796	PARTS - V3796	Vehicle Replacement Fund	460.20
				Total for Payment No.:		460.20

Payment No: 727365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CRIME SCENE CLEANERS INC	00578476	93928	disinfect patrol car	General Fund	130.00
2025-06-27	CRIME SCENE CLEANERS INC	00578477	93911	disinfect patrol cars	General Fund	260.00
2025-06-27	CRIME SCENE CLEANERS INC	00578475	93834	disinfect patrol car	General Fund	130.00
				Total for Payment No.:		520.00

Payment No: 727099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	FRANK SCHMIDT & ASSOCIATES	00576519	447	ADDITIONAL FUNDS PER AMENDMENT	Parks And Recreation	518.75
				Total for Payment No.:		518.75

Payment No: 033512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	LEHR	00578044	SI119519	FLEET - PARTS - V3692	Vehicle Replacement Fund	513.54
				Total for Payment No.:		513.54

Payment No: 727603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	TAYLOR CORPORATION, INC	00579941	V3140398	2000 AP CHECK STOCKS	General Fund	414.68
2025-07-11	TAYLOR CORPORATION, INC	00579941	V3140398	2000 AP CHECK STOCKS FREIGHT	General Fund	97.04
				Total for Payment No.:		511.72

Payment No: 033665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	UNITY COURIER SERVICES, INC	00578548	26988	LINK + DELIVERY	General Fund	256.06
2025-06-27	UNITY COURIER SERVICES, INC	00578549	27539	LINK + DELIVERY	General Fund	254.87
				Total for Payment No.:		510.93

Payment No: 727265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ADAM WILSON	00579516	23340JUN2025	ICI OFFICER INVOLVED SHOOTING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 727272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DOUGLAS BELL	00579520	14073JUN2025	ICI OFFICER INVOLVED SHOOTING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 727577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	KAIZEN INFOSOURCE LLC	00579846	SANTACLARA 20250401	RECORDS RETENTION SCHEDULES	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 033645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SAITECH INC	00578715	57820	ADOBE ACROBAT PRO LICENSE	General Fund	81.50
2025-06-27	SAITECH INC	00578717	57821	ADOBE ACROBAT PRO LICENSE	General Fund	81.50
2025-06-27	SAITECH INC	00578718	57822	3 ADOBE ACROBAT PRO LICENSES	General Fund	244.50
2025-06-27	SAITECH INC	00578719	57877	ADOBE ACROBAT PRO LICENSE	General Fund	81.50
				Total for Payment No.:		489.00

Payment No: 727014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NATALIE M INGRAM	00578382	40587MAY2025	INSTRUCT I COURSE IN-SERVICE	General Fund	475.00
				Total for Payment No.:		475.00

Payment No: 033411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BELL ELECTRICAL SUPPLY, INC.	00577889	5856209	CITY HALL	General Fund	473.40
				Total for Payment No.:		473.40

Payment No: 727063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	VEHICLE REGISTRATION	00578739	05/25/25-06/07/25GL	WAGE ATTACHMENT B2512	Payroll Liability&ClearingAcct	462.21
				Total for Payment No.:		462.21

Payment No: 033640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	R & R INDUSTRIES INC	00579357	692990	VEST, SURVEYOR SAFETY, MEDIUM	Water Utility	154.92
2025-06-27	R & R INDUSTRIES INC	00579357	692990	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	154.91
2025-06-27	R & R INDUSTRIES INC	00579357	692990	VEST, SURVEYOR SAFETY, X-LARGE	Water Utility	88.52
2025-06-27	R & R INDUSTRIES INC	00579357	692990	SHIPPING - PO 31471	Water Utility	63.02
				Total for Payment No.:		461.37

Payment No: 727127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PHAT TRAN	00577962	42037MAY2025	Tech Fee - PC BDIC & Permit	General Fund	14.83
2025-06-13	PHAT TRAN	00577962	42037MAY2025	Seismic	Building Fee Admin Retainage	3.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PHAT TRAN	00577962	42037MAY2025	Building Standards	Building Fee Admin Retainage	2.00
2025-06-13	PHAT TRAN	00577962	42037MAY2025	Permit Issuance	Building New Dvlpmnt Srvc Fee	95.00
2025-06-13	PHAT TRAN	00577962	42037MAY2025	Res. Vol. Found. Seis. Ret Fit	Building New Dvlpmnt Srvc Fee	345.00
				Total for Payment No.:		460.40

Payment No: 727076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BSN SPORTS, LLC	00577755	929795442	TUFFY WINDSCREEN	General Fund	434.06
2025-06-13	BSN SPORTS, LLC	00577755	929795442	FREIGHT	General Fund	24.44
				Total for Payment No.:		458.50

Payment No: 727277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PAULO PINHEIRO	00579267	3409JUN2025A	FY2425 TOOL REIMB	Fleet Operation Fund	457.65
				Total for Payment No.:		457.65

Payment No: 727145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	STANDARD PLUMBING SUPPLY CO	00577741	YPW809	WATER CLOSET REBUILD KIT	General Fund	455.18
				Total for Payment No.:		455.18

Payment No: 033544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	THERMAL MECHANICAL INC	00578068	93022	HEATER REPAIR	General Fund	451.50
				Total for Payment No.:		451.50

Payment No: 033435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GRANITE CONSTRUCTION CO	00577780	2950899	MATERIALS - STREET	General Fund	157.97
2025-06-13	GRANITE CONSTRUCTION CO	00577780	2950899	ENVIRONMENTAL FEE	General Fund	16.37
2025-06-13	GRANITE CONSTRUCTION CO	00577781	2941498	MATERIALS - STREET	General Fund	257.47
2025-06-13	GRANITE CONSTRUCTION CO	00577781	2941498	ENVIRONMENTAL FEE	General Fund	16.37
				Total for Payment No.:		448.18

Payment No: 033523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MT TIRE SERVICE, LLC	00578161	35296	FLAT REPAIR - CUC - JE3V86	Solid Waste Program	60.00
2025-06-20	MT TIRE SERVICE, LLC	00578162	35295	CUC - ONE HOUR FLEET SVC	Solid Waste Program	60.00
2025-06-20	MT TIRE SERVICE, LLC	00578163	35160	CUC PORTA POTTY	Solid Waste Program	25.00
2025-06-20	MT TIRE SERVICE, LLC	00578164	35157	TWO HOURS FLEET SVC - CUC	Solid Waste Program	120.00
2025-06-20	MT TIRE SERVICE, LLC	00578165	35332	TWO HOURS FLEET SVC - CUC	Solid Waste Program	120.00
2025-06-20	MT TIRE SERVICE, LLC	00578166	35401	ONE HOUR FLEET SVC - CUC	Solid Waste Program	60.00
				Total for Payment No.:		445.00

Payment No: 727338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAY HYDRAULICS INC	00578565	4813	FLEET - V2812 - WO157541	Fleet Operation Fund	211.54
2025-06-27	BAY HYDRAULICS INC	00578565	4813	LABOR - V2812 - WO157541	Fleet Operation Fund	233.14
				Total for Payment No.:		444.68

Payment No: 727419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LUPE LIMA	00578467	43983	tow fees	General Fund	295.00
2025-06-27	LUPE LIMA	00578468	44117	service call for patrol car	General Fund	147.50
				Total for Payment No.:		442.50

Payment No: 033456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	R & R INDUSTRIES INC	00578387	690277	VEST, SURVEYOR SAFETY, X-LARGE	Water Utility	199.18
2025-06-13	R & R INDUSTRIES INC	00578387	690277	VEST, SURVEYOR SAFETY, XXX-LAR	Water Utility	199.17
2025-06-13	R & R INDUSTRIES INC	00578387	690277	FREIGHT	Water Utility	42.86
				Total for Payment No.:		441.21

Payment No: 727457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SAFETY-KLEEN SYSTEMS INC	00578587	97185864	FLEET - PARTS - HAZ/MAT	Fleet Operation Fund	437.00
				Total for Payment No.:		437.00

Payment No: 033605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IMAGE SALES INC	00578547	0078756-IN	CardPrinter Supplies & SHIPPIN	General Fund	212.47
2025-06-27	IMAGE SALES INC	00578547	0078756-IN	LABOR	General Fund	218.75
				Total for Payment No.:		431.22

Payment No: 033509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JP GRAPHICS INC	00578984	106551	INVENTORY RETURN BOOKS GOLDEN	Water Utility	204.61
				Total for Payment No.:		204.61

Payment No: 727136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	REGENTS OF THE UNIV OF CALIF	00578648	IN00315524	LEGAL REFERENCES	General Fund	422.17
				Total for Payment No.:		422.17

Payment No: 727513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	LUKE ERICKSON	00579855	22269JUN2025	MANAGEMENT COURSE 25-9	General Fund	414.00
				Total for Payment No.:		414.00

Payment No: 033651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STEPHEN CIARI PUMBING AND	00579189	27752	001-1271-87600 CENTRAL LIBRARY	General Fund	411.60
				Total for Payment No.:		411.60

Payment No: 033404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INTL FIREFIGHTERS LOCAL 1171	00578742	04/27/25-06/07/25	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	411.00
				Total for Payment No.:		411.00

Payment No: 727268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ANNA R KELLER	00579515	40588JUN2025	INSTRUCTOR 2 COURSE	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 727394

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GOLDEN GATE TRUCK CENTER	00578575	FA005335545:01	FLEET - PARTS - V3016	Fleet Operation Fund	409.54
				Total for Payment No.:		409.54

Payment No: 033677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	INTL FIREFIGHTERS LOCAL 1171	00580042	06/08/25-07/05/25A	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	408.00
				Total for Payment No.:		408.00

Payment No: 727174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MARIELA A HERRERA	00578828	112	MUSIC PROGRAM SERVICE FOR RECR	General Fund	400.00
				Total for Payment No.:		400.00

Payment No: 727172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JONATHAN E OTT	00578887	40592JUN2025	INSTRUCTOR 2 COURSE REIMB	General Fund	399.00
				Total for Payment No.:		399.00

Payment No: 727520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	RICHARD FITTING	00579856	1044JUN2025	NFL SECURITY CONFERENCE	General Fund	260.75
2025-07-11	RICHARD FITTING	00579962	1044JUN2025A	HSSE	General Fund	138.00
				Total for Payment No.:		398.75

Payment No: 727256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578092	6114291012	MUNI SVCS WIRELESS	General Fund	396.73
				Total for Payment No.:		396.73

Payment No: 727560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CRIME SCENE CLEANERS INC	00579692	94070	clean veh	General Fund	130.00
2025-07-11	CRIME SCENE CLEANERS INC	00579693	93941	clean veh	General Fund	130.00
2025-07-11	CRIME SCENE CLEANERS INC	00579694	93856	clean veh	General Fund	130.00
				Total for Payment No.:		390.00

Payment No: 727137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RESTORATION FAMILY COUNSELING	00577799	FD2-6	CLIENT FD2 SESSIONS 8-9	General Fund	390.00
				Total for Payment No.:		390.00

Payment No: 727505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	DUSTIN SILVA	00579853	29038JUN2025	POST MANAGEMENT COURSE 3/3	General Fund	387.00
				Total for Payment No.:		387.00

Payment No: 727168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DEPT OF COMMUNITY SVCS&DEVELOP	00578848	37087-06 UTILITY REFUND	UTILITY REFUND	General Fund	381.00
				Total for Payment No.:		381.00

Payment No: 727232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	OCLC INC	00578202	1000434175	WEBDEWEY	General Fund	379.74
				Total for Payment No.:		379.74

Payment No: 727360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CONWAY SHIELD, INC	00578710	0537891	6" PASSPORT SHIELDS	Fire Department	372.50
				Total for Payment No.:		372.50

Payment No: 727558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CORPORATE BILLING LLC	00579736	01-910	PARTS - V#3625 #3626 & SHIPPIN	General Fund	369.52
				Total for Payment No.:		369.52

Payment No: 033691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CITY OF SAN JOSE	00579620	23162592	2025 JUN WATER METER CHARGE	Water Utility	360.72
				Total for Payment No.:		360.72

Payment No: 727399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HELENE ROTHSCHILD	00578177	FD100-21	CLIENT# 100 SESSION# 21	General Fund	180.00
2025-06-27	HELENE ROTHSCHILD	00578227	FD114-5	Client FD114 Session 5	General Fund	180.00
				Total for Payment No.:		360.00

Payment No: 727579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MYERS TIRE SUPPLY	00579382	53536049	PARTS - SHOP	Fleet Operation Fund	354.38
				Total for Payment No.:		354.38

Payment No: 727108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	IIA LIFTING SERVICES, INC.	00578371	INDI97657	MOBILE CRANE AND AERIAL EQUIPM	Fleet Operation Fund	350.00
				Total for Payment No.:		350.00

Payment No: 727258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578097	6114300676	FIRE/EMS WIRELESS	General Fund	334.89
				Total for Payment No.:		334.89

Payment No: 727499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ARIC ENOS	00579852	15569JUN2025	NFL SECURITY CONFERENCE REIMB	General Fund	334.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		334.31

Payment No: 727226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	JAIN, ABHAY	00578844	87075-07 UTILITY REFUND	UTILITY REFUND	General Fund	333.89
				Total for Payment No.:		333.89

Payment No: W25291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MISSIONSQUARE RETIREMENT	00579541	06/08/25-06/21/25	WT: B2513 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W26003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	MISSIONSQUARE RETIREMENT	00580041	06/22/25-07/05/25	WT: B2514 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W25279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MISSIONSQUARE RETIREMENT	00578753	05/25/25-06/07/25	WT: B2512 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: 033588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELB US INC	00578700	JC126692	SERVICE CALL	Library Operating Grant Fund	330.00
				Total for Payment No.:		330.00

Payment No: 727297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ROMAN ZHNICHKOV	00574459	75497-09 UTILITY REFUND	UTILITY REFUND	General Fund	327.50
				Total for Payment No.:		327.50

Payment No: 727273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HENRY S FIGUEROA	00579265	40583JUN2025	HAZMAT IC IN-SVCS REIMB	General Fund	325.00
				Total for Payment No.:		325.00

Payment No: 727461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SANTA CLARA UNIFIED SCHOOL	00578788	25-593	Bus ride for St. Lawrence	General Fund	323.00
				Total for Payment No.:		323.00

Payment No: 727141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SANTA CLARA LIGHTING, INC.	00577895	34536	CITY HALL	General Fund	218.03
2025-06-13	SANTA CLARA LIGHTING, INC.	00577760	34571	4' LED STRIP	General Fund	97.12
				Total for Payment No.:		315.15

Payment No: 727588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PHYLLIS FLETCHER	00579858	35072JUN2025	2025 ART & WINE FESTIVAL ARTIS	General Fund	310.00
				Total for Payment No.:		310.00

Payment No: 727406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JARED C. CARPENTER	00578758	42057JUN2025	Reimbursement for Travel	General Fund	309.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		309.40

Payment No: 727472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TALK TO TAYLOR, LLC	00578174	11	CLIENT# 001 - SESSIONS 8-9	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 727430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NASTICH LAW, A PROFESSIONAL	00579095	1399	ADMINISTRATION CITATION HEARIN	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 727608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	UNIQUE TOWING	00579565	25-272628	FLEET - V3395 - WO158249	Vehicle Replacement Fund	147.50
2025-07-11	UNIQUE TOWING	00579567	25-272460	FLEET - V3532 - WO158205	Fleet Operation Fund	147.50
				Total for Payment No.:		295.00

Payment No: 727150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TMT ENTERPRISES INC	00577756	23634	TD-360 FOR BOWERS	General Fund	290.06
				Total for Payment No.:		290.06

Payment No: 727129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PITNEY BOWES	00578683	1027593268	SUPPLIES	General Fund	289.83
				Total for Payment No.:		289.83

Payment No: 727119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NAPA AUTO PARTS	00577772	012723	PARTS - V3298	Fleet Operation Fund	77.06
2025-06-13	NAPA AUTO PARTS	00577773	012647	PARTS - V3016	Fleet Operation Fund	47.91
2025-06-13	NAPA AUTO PARTS	00577859	013034	PARTS - V3193	Fleet Operation Fund	19.18
2025-06-13	NAPA AUTO PARTS	00577860	012685	PARTS - SHOP	Fleet Operation Fund	145.14
				Total for Payment No.:		289.29

Payment No: 033446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LINCOLN AQUATICS	00577754	36158041	CHLOR SAVE STABILIZER	General Fund	288.54
				Total for Payment No.:		288.54

Payment No: 727248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SUNNYVALE FORD	00578052	257934	FLEET - PARTS - V3617	Vehicle Replacement Fund	286.51
				Total for Payment No.:		286.51

Payment No: 727197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	AT&T CALNET	00577991	000023481919	PD DOJ ANALOG LANDLINE	Information Technology Service	286.21
				Total for Payment No.:		286.21

Payment No: 727545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579532	000023614425	PD DOJ ANALOG LANDLINE	Information Technology Service	285.94
				Total for Payment No.:		285.94

Payment No: 727290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JOOHYE JUNG	00579350	79705-08 UTILITY REFUND	UTILITY REFUND	General Fund	282.10
				Total for Payment No.:		282.10

Payment No: 727611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	URSULA MUENZEL	00580012	71395-16 UTILITY REFUNDA	UTILITY REFUND	General Fund	278.03
				Total for Payment No.:		278.03

Payment No: 727005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CARLOS HERNANDEZ	00578616	16659MAY2025	SUPPLIES-FIRE CONTROL 3 CLASS	General Fund	269.04
				Total for Payment No.:		269.04

Payment No: 727518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	METLIFE INDIVIDUAL LONG TERM	00580056	19647956JUL2025	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 727011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	METLIFE INDIVIDUAL LONG TERM	00578743	11541MAY2025	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 727000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ALICE CHEN	00578360	38911MAY2025	CALBO ABM	Building New Dvlpmnt	264.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Srvc Fee	
				Total for Payment No.:		264.75

Payment No: 727006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DAVID TRAN	00578366	36384MAY2025	CALBO ABM	Building New Dvlpmnt Srvc Fee	264.75
				Total for Payment No.:		264.75

Payment No: 727243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	SANTA CLARA LIGHTING, INC.	00578071	34629	LED RETROFIT BALLASTS	General Fund	183.00
2025-06-20	SANTA CLARA LIGHTING, INC.	00578060	34630	Hand Tools	General Fund	80.59
				Total for Payment No.:		263.59

Payment No: 033669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WESTERN STATES OIL CO	00578344	505761	FUEL - PD MOTORS ENTRY	Fleet Operation Fund	261.65
				Total for Payment No.:		261.65

Payment No: 727468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STEVENS CREEK CHEVROLET	00578324	226485-1	PARTS - V#3396	Fleet Operation Fund	158.73
2025-06-27	STEVENS CREEK CHEVROLET	00578771	227299-1	PARTS - V3518	Fleet Operation Fund	102.38
				Total for Payment No.:		261.11

Payment No: 033462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UNITY COURIER SERVICES, INC	00577865	26442	LINK + DELIVERY	General Fund	256.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		256.06

Payment No: 727469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	STEVENS CREEK TOYOTA	00578322	262410-1	PARTS - V#3779	Fleet Operation Fund	254.59
				Total for Payment No.:		254.59

Payment No: 727594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SAN JOSE BMW	00579651	4414354	PARTS - V3419	Fleet Operation Fund	251.55
				Total for Payment No.:		251.55

Payment No: 727040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MPG ATRIUM 1 LLC	00578447	62511-04 UTILITY REFUND	UTILITY REFUND	General Fund	249.41
				Total for Payment No.:		249.41

Payment No: 033581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CLEARSTAR, INC.	00578270	1545656	2 management hire background	General Fund	233.72
				Total for Payment No.:		233.72

Payment No: 727281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EKATERINA TRUKHINA	00579338	40584-32 UTILITY REFUND	UTILITY REFUND	General Fund	231.42
				Total for Payment No.:		231.42

Payment No: 727098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	FLEETPRIDE, INC.	00577858	126071269	PARTS - SHOP	Fleet Operation Fund	231.32
				Total for Payment No.:		231.32

Payment No: 033412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	BERLITZ LANGUAGES, INC	00577941	001-274-25-00424	Bilingual Testing for 1 EE	General Fund	100.00
2025-06-13	BERLITZ LANGUAGES, INC	00577942	001-274-25-00862	Bilingual Testing for 1 EE	General Fund	130.00
				Total for Payment No.:		230.00

Payment No: 727452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	REED & GRAHAM INC	00578906	109188	MATERIALS - STREET M95848	General Fund	225.09
				Total for Payment No.:		225.09

Payment No: 727078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CENTER FOR TRAUMA ANXIETY AND STRESS	00577784	10	CLIENT 031701 SESSION 1	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 727521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	ROBERT T FLETCHER	00579760	40584MAY2025	LUNCH DURING TRAINING REIMBURS	General Fund	219.48
				Total for Payment No.:		219.48

Payment No: 727420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MANDIP SAMRA	00578760	33495JUN2025	Travel for Interview	General Fund	216.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		216.88

Payment No: 727380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578795	2064282307	RECRUITING	General Fund	11.83
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578797	2065656471	SEO	General Fund	34.83
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578797	2065656471	RECRUITING	General Fund	11.61
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578798	2066118314	RECRUITING	General Fund	21.60
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578795	2064282307	SEO	General Fund	82.86
2025-06-27	EQUIFAX CREDIT INFORMATION SVC	00578798	2066118314	SEO	General Fund	54.00
				Total for Payment No.:		216.73

Payment No: 727047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SUNGHOON CHOI	00578433	23987-08 UTILITY REFUND	UTILITY REFUND	General Fund	214.95
				Total for Payment No.:		214.95

Payment No: 727501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	BRYAN WILLIAMS	00579951	22119JUN2025	HSSE	General Fund	213.81
				Total for Payment No.:		213.81

Payment No: 727044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RONALD FRIED	00578439	41331-13 UTILITY REFUND	UTILITY REFUND	General Fund	208.22
				Total for Payment No.:		208.22

Payment No: 033667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WAXIE SANITARY SUPPLY	00578716	83281914	SPARTAN NABC 4/GL	General Fund	207.47
				Total for Payment No.:		207.47

Payment No: 727435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	OIL CHANGER	00578776	33278APR2025	SERVICE - APRIL	Fleet Operation Fund	98.00
2025-06-27	OIL CHANGER	00578778	33278MAY2025	SERVICE - MAY	Fleet Operation Fund	105.00
				Total for Payment No.:		203.00

Payment No: 003802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ELECTRONIC FEDERAL TAX	00579531	CP225	INTEREST OWED FICA QTR 4 2023	Payroll Liability&ClearingAcct	201.44
				Total for Payment No.:		201.44

Payment No: 033550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TRUEPOINT SOLUTIONS, LLC	00578894	SI-002240	TPS Agreement No. 2 for Suppor	General Government - Other	197.41
				Total for Payment No.:		197.41

Payment No: 033569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BELL ELECTRICAL SUPPLY, INC.	00578684	5857473	SUPPLIES	General Fund	194.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		194.69

Payment No: 727438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PEACE OFFICERS RESEARCH ASSOC OF CA	00578464	830689	legal defense fund dues	General Fund	192.00
				Total for Payment No.:		192.00

Payment No: 727026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DOLORES VALDEZ-LONGORIA	00578453	76002-01 UTILITY REFUND	UTILITY REFUND	General Fund	185.88
				Total for Payment No.:		185.88

Payment No: 727249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	TAL VARDI	00578217	41975MAY2025	LEAK CREDIT - CUSTOMER MOVED	Water Utility	182.45
				Total for Payment No.:		182.45

Payment No: 727106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HELENE ROTHSCHILD	00577803	FD114-4	CLIENT FD114 SESSION 4	General Fund	180.00
				Total for Payment No.:		180.00

Payment No: 727325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ALLSTAR FIRE EQUIPMENT INC	00578708	264523	(5) HAIX ZIPPER TONGUE SIZE L	Fire Department	171.18
				Total for Payment No.:		171.18

Payment No: 727453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	RELATIONSHIP THERAPY CENTER	00578176	79595	CLIENT# 625 SESSION #7	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 727009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MARIA LINH LE	00578620	29997MAY2025	REIMB BOND COMPL COMM MEETING	General Fund	158.14
				Total for Payment No.:		158.14

Payment No: 727324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ALLIED AUTO STORES	00578563	01HR3932	FLEET - PARTS - V3497	Fleet Operation Fund	154.01
				Total for Payment No.:		154.01

Payment No: 727022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AMIR MOSTOFISADRI	00578455	76868-08 UTILITY REFUND	UTILITY REFUND	General Fund	150.07
				Total for Payment No.:		150.07

Payment No: 727531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CA FRANCHISE TAX BOARD	00580061	06/22/25-07/05/25MR	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 727310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA FRANCHISE TAX BOARD	00579538	06/08/25-06/21/25MR	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	150.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		150.00

Payment No: 727576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	KAIHO FUKUCHI	00579741	72567-22 UTILITY REFUND COR	REISSUE CK# 721089	General Fund	149.44
				Total for Payment No.:		149.44

Payment No: 727028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HIKARU EGAWA	00578452	73148-19 UTILITY REFUND	UTILITY REFUND	General Fund	148.69
				Total for Payment No.:		148.69

Payment No: 727055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YONGSUB SHIM	00578459	80507-06 UTILITY REFUND	UTILITY REFUND	General Fund	144.07
				Total for Payment No.:		144.07

Payment No: 727037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KEVIN LOVE ALLSTATE INSURANCE AGENCY	00578429	20208-03 UTILITY REFUND	UTILITY REFUND	General Fund	142.90
				Total for Payment No.:		142.90

Payment No: 727284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HIDEYUKI IIJIMA	00579349	77842-09 UTILITY REFUND	UTILITY REFUND	General Fund	142.47
				Total for Payment No.:		142.47

Payment No: 727519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	RACHEL THOMAS	00579943	3700JUN2025	HSSE	General Fund	138.00
				Total for Payment No.:		138.00

Payment No: 727483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ULINE	00578905	193700792	MATERIALS - STREET	General Fund	135.18
				Total for Payment No.:		135.18

Payment No: 727048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SUNGSU LIM	00578456	79040-07 UTILITY REFUND	UTILITY REFUND	General Fund	134.82
				Total for Payment No.:		134.82

Payment No: 727285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HIROHISA TANAKA	00579345	75548-08 UTILITY REFUND	UTILITY REFUND	General Fund	134.52
				Total for Payment No.:		134.52

Payment No: 727288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JEREMY STEINBERG	00574462	77277-11 UTILITY REFUND	UTILITY REFUND	General Fund	133.46
				Total for Payment No.:		133.46

Payment No: 727038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LUIS RODRIGUEZ	00578440	44044-12 UTILITY REFUND	UTILITY REFUND	General Fund	128.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		128.69

Payment No: 727031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HIROYA ISHIGURO	00578458	79495-04 UTILITY REFUND	UTILITY REFUND	General Fund	126.93
				Total for Payment No.:		126.93

Payment No: 727286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	IZADORA TAVARES	00579354	82218-04 UTILITY REFUND	UTILITY REFUND	General Fund	126.57
				Total for Payment No.:		126.57

Payment No: 727313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	VEHICLE REGISTRATION	00579542	06/08/25-06/21/25GL	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	125.36
				Total for Payment No.:		125.36

Payment No: 727528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CA FRANCHISE TAX BOARD	00580058	06/22/25-07/05/25CB	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 727307

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA FRANCHISE TAX BOARD	00579534	06/08/25-06/21/25CB	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 727059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA FRANCHISE TAX BOARD	00578735	05/25/25-06/07/25CB	WAGE ATTACHMENT B2512	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 727456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ROYAL BRASS INC	00578315	00361355	PARTS - V#3357	Fleet Operation Fund	122.63
				Total for Payment No.:		122.63

Payment No: 727298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SHAN LIN	00579340	57189-10 UTILITY REFUND	UTILITY REFUND	General Fund	121.89
				Total for Payment No.:		121.89

Payment No: 727542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T CALNET	00579383	000023636220	STREET DEPT FLARE REPLACEMENT	Solid Waste Utility-Constructi	23.44
2025-07-11	AT&T CALNET	00579383	000023636220	LIBRARY BOOKMOBILE	General Fund	48.44
2025-07-11	AT&T CALNET	00579383	000023636220	PARKS - GYMNASTICS	General Fund	48.42
				Total for Payment No.:		120.30

Payment No: 727591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	RANSOM, ANNA	00552009	59304-19 UTILITY REFUND	UTILITY REFUND	General Fund	118.77
				Total for Payment No.:		118.77

Payment No: 727600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STEVENS CREEK CHEVROLET	00579658	228488-1	PARTS - V3518	Fleet Operation Fund	118.39
				Total for Payment No.:		118.39

Payment No: 727302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TOMONORI YAMAMOTO	00579353	81150-06 UTILITY REFUND	UTILITY REFUND	General Fund	116.21
				Total for Payment No.:		116.21

Payment No: 727276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NOEL DOMONDON	00578817	11972MAR2025	2024 AUG SUMMER APPRECIATE-WTR	Water Utility	57.51
2025-06-27	NOEL DOMONDON	00578817	11972MAR2025	2024 AUG SUMMER APPRECIATE-SWR	Sewer Utility	57.50
				Total for Payment No.:		115.01

Payment No: 727049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TAKURO WOSHIMURA	00578451	72449-15 UTILITY REFUND	UTILITY REFUND	General Fund	114.55
				Total for Payment No.:		114.55

Payment No: 727043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	RAMYA NARAYANASWAML	00578438	40518-02 UTILITY REFUND	UTILITY REFUND	General Fund	113.02
				Total for Payment No.:		113.02

Payment No: 727292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MAKOTO YAMADA	00579355	83468-04 UTILITY REFUND	UTILITY REFUND	General Fund	106.90
				Total for Payment No.:		106.90

Payment No: 727301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TETSUYA SHIMURA	00579331	12993-26 UTILITY REFUND	UTILITY REFUND	General Fund	106.18
				Total for Payment No.:		106.18

Payment No: 727056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YUKI KAWAI	00578450	72121-23 UTILITY REFUND	UTILITY REFUND	General Fund	103.43
				Total for Payment No.:		103.43

Payment No: 727294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MUNISH AGGARWAL	00574424	27544-24 UTILITY REFUND	UTILITY REFUND	General Fund	102.14
				Total for Payment No.:		102.14

Payment No: 727601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STEVENS CREEK TOYOTA	00579588	266220-1	FLEET - PARTS - V3593	Fleet Operation Fund	101.75
				Total for Payment No.:		101.75

Payment No: 727532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	SANTA CLARA CO SHERIFFS DEPT	00580063	06/22/25-07/05/25PR	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	100.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		100.00

Payment No: 727614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	WENDY HOLFORTY	00579864	A24-162474	REFUND CITATION 22556	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 727046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SULMY EUNICE LOPEZ LUCH	00578444	56296-17 UTILITY REFUND	UTILITY REFUND	General Fund	99.13
				Total for Payment No.:		99.13

Payment No: 727208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	CPS HR CONSULTING	00578998	0016864	HR CONSULTING SVCS 3/30-5/3/25	Deposit Funds.	98.75
				Total for Payment No.:		98.75

Payment No: 727036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	KEEFE COMMISSARY NETWORK	00578427	17877-03 UTILITY REFUND	UTILITY REFUND	General Fund	96.88
				Total for Payment No.:		96.88

Payment No: 727223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HUANG, XIAOLIN	00578843	78593-01 UTILITY REFUNDB	UTILITY REFUND	General Fund	96.10
				Total for Payment No.:		96.10

Payment No: 727439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PEACE OFFICERS RESEARCH ASSOC OF CA	00578465	484969	PORAC	General Fund	96.00
				Total for Payment No.:		96.00

Payment No: 727597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STANDARD PLUMBING SUPPLY CO	00579731	YTMD17	QT-AFWALL	General Fund	94.94
				Total for Payment No.:		94.94

Payment No: 727211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	DINESH MEHTA	00578846	73843-01 UTILITY REFUNDB	UTILITY REFUND	General Fund	94.15
				Total for Payment No.:		94.15

Payment No: 033629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NI GOVERNMENT SERVICES	00578471	25052908551	satellite radio fees	General Fund	92.90
				Total for Payment No.:		92.90

Payment No: 727289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JIYEONG CHOI	00579351	79905-08 UTILITY REFUND	UTILITY REFUND	General Fund	92.85
				Total for Payment No.:		92.85

Payment No: 727336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BAKER SUPPLIES AND REPAIRS	00578564	942676	FLEET - PARTS - V3737	Fleet Operation Fund	92.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		92.76

Payment No: 727112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	INSTANT STORAGE SERVICE	00577853	155207	Storage Unit	General Fund	92.76
				Total for Payment No.:		92.76

Payment No: 727013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MIKE WONNELL	00578276	30390MAY2025	CSDIAI EDUCATIONAL SEMINAR	General Fund	92.75
				Total for Payment No.:		92.75

Payment No: 727035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	JI HYUN JUN	00578443	54716-19 UTILITY REFUND	UTILITY REFUND	General Fund	89.00
				Total for Payment No.:		89.00

Payment No: 727300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TAKUYA OKUYAMA	00579346	75591-09 UTILITY REFUND	UTILITY REFUND	General Fund	88.76
				Total for Payment No.:		88.76

Payment No: 727222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	HOYA OPTICAL LABS OF AMERICA, INC.	00578100	02169931	F. Carrillo Safety Glasses	Water Utility	59.07
2025-06-20	HOYA OPTICAL LABS OF AMERICA, INC.	00578100	02169931	F. Carrillo Dispensing Fee	Water Utility	28.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		87.07

Payment No: 727157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	UPS SUPPLY CHAIN SOLUTIONS INC	00578357	00009882E5215A	DELIVERY CHARGES	General Fund	97.48
2025-06-13	UPS SUPPLY CHAIN SOLUTIONS INC	00578357	00009882E5215A	DELIVERY CHARGES	General Fund	-26.61
				Total for Payment No.:		70.87

Payment No: 727299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	SHUJIAN WEN	00579342	69830-07 UTILITY REFUND	UTILITY REFUND	General Fund	85.39
				Total for Payment No.:		85.39

Payment No: 727496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ZAINA SIDDIQUI	00579523	ZSIDDIQUI061025	MEDIA CREATION SWEETGREEN	Deposit Funds.	53.47
2025-06-27	ZAINA SIDDIQUI	00579162	ZSiddiqui060225	MILEAGE REIMBURSEMENT	Deposit Funds.	31.78
				Total for Payment No.:		85.25

Payment No: 727041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	NG, MEI YI	00578442	47865-08 UTILITY REFUND	UTILITY REFUND	General Fund	84.30
				Total for Payment No.:		84.30

Payment No: 727039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	MICHAEL ADARI	00578445	57216-06 UTILITY REFUND	UTILITY REFUND	General Fund	82.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		82.18

Payment No: 727189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PG&E	00578254	0541963339-0 MAY2025	TS @ CALVERT/CALVERT	General Fund	81.43
				Total for Payment No.:		81.43

Payment No: 727551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	BLUETRITON BRANDS INC	00579376	05F8720330558	FLEET WATER SERVICE	Fleet Operation Fund	62.88
2025-07-11	BLUETRITON BRANDS INC	00579376	05F8720330558	FLEET WATER SERVICE -TAXABLE	Fleet Operation Fund	17.89
				Total for Payment No.:		80.77

Payment No: 727375

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DIEGO NAVARRO PONS	00578784	42052JUN2025	LiveScan Reimbursement	General Fund	79.00
				Total for Payment No.:		79.00

Payment No: 727230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	NAPA AUTO PARTS	00578046	014130	FLEET - PARTS - V3373	Fleet Operation Fund	14.34
2025-06-20	NAPA AUTO PARTS	00578049	013558	FLEET - PARTS - V3545	Fleet Operation Fund	18.80
2025-06-20	NAPA AUTO PARTS	00578047	013259	FLEET - PARTS - V2905	Fleet Operation Fund	31.01
2025-06-20	NAPA AUTO PARTS	00578048	013137	FLEET - PARTS - V3148	Fleet Operation Fund	5.77
2025-06-20	NAPA AUTO PARTS	00578050	013443	FLEET - PARTS - V3736	Fleet Operation Fund	8.10
				Total for Payment No.:		78.02

Payment No: 033707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	KEVIN PARK	00580039	36482JUL2025	39TH INCHEON CERAMIC FESIVAL	General Fund	76.55
				Total for Payment No.:		76.55

Payment No: 727293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MASAHARU ITO	00579344	72463-17 UTILITY REFUND	UTILITY REFUND	General Fund	75.80
				Total for Payment No.:		75.80

Payment No: 727530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CA FRANCHISE TAX BOARD	00580060	06/22/25-07/05/25CG	WAGE ATTACHMENT B2514	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 727309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CA FRANCHISE TAX BOARD	00579537	06/08/25-06/21/25CG	WAGE ATTACHMENT B2513	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 727234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PACIFIC TELEMANAGEMENT SVCS	00577883	2142123	PD PAY PHONE SERVICE JUNE 2025	Information Technology Service	75.00
				Total for Payment No.:		75.00

Payment No: 727061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	CA FRANCHISE TAX BOARD	00578737	05/25/25-06/07/25CG	WAGE ATTACHMENT B2512	Payroll Liability&ClearingAcct	75.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		75.00

Payment No: 727034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	JESSICA PALOMINOS BARAJAS	00578436	26054-14 UTILITY REFUND	UTILITY REFUND	General Fund	72.89
				Total for Payment No.:		72.89

Payment No: 727023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	AVIOR REAL ESTATE	00578449	70492-07 UTILITY REFUND	UTILITY REFUND	General Fund	71.31
				Total for Payment No.:		71.31

Payment No: 727376

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	EAGLE SIGNS AND DESIGNS LLC	00578660	8050	SCPD STAR DECAL	General Fund	70.00
				Total for Payment No.:		70.00

Payment No: 727196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	ANGELA CHUANG	00578847	76791-01 UTILITY REFUND	UTILITY REFUND	General Fund	69.77
				Total for Payment No.:		69.77

Payment No: 727283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	HENRY VEGA CASTILLO	00579337	31442-12 UTILITY REFUND	UTILITY REFUND	General Fund	68.84
				Total for Payment No.:		68.84

Payment No: 727151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TOMI IMOKAWA	00578277	41995MAY2025	PARKS DEPT REFUND	General Fund	68.00
				Total for Payment No.:		68.00

Payment No: 727178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	PAULO PINHEIRO	00579020	3409JUN2025	FY24/25 TOOL REIMB	Fleet Operation Fund	64.86
				Total for Payment No.:		64.86

Payment No: 727029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HIMABINDU PALAVARAPU	00578441	44668-22 UTILITY REFUND	UTILITY REFUND	General Fund	61.07
				Total for Payment No.:		61.07

Payment No: 727057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YUTING YAN	00578463	85272-02 UTILITY REFUND	UTILITY REFUND	General Fund	60.84
				Total for Payment No.:		60.84

Payment No: 033488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	COUNTY OF SANTA CLARA	00578101	1800093595	Livescan March 2025	General Fund	20.00
2025-06-20	COUNTY OF SANTA CLARA	00578099	1800093287	Fingerprinting (February 2025)	General Fund	40.00
				Total for Payment No.:		60.00

Payment No: 727052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	WEDGEWOOD PROPERTIES	00578428	18834-06 UTILITY	UTILITY REFUND	General Fund	57.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		57.99

Payment No: 727279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	CESAR SILVA ROMAN	00579332	14160-09 UTILITY REFUND	UTILITY REFUND	General Fund	57.05
				Total for Payment No.:		57.05

Payment No: 727228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	MARIKO NOMURA	00578924	23351MAY2025	PARKS DEPT REFUND	General Fund	55.00
				Total for Payment No.:		55.00

Payment No: 727224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	IMPERIAL SPRINKLER SUPPLY	00578062	0021127140-001	FOG FREE GOGGLES	General Fund	16.63
2025-06-20	IMPERIAL SPRINKLER SUPPLY	00578072	0021184978-001	RB POTTED LATCHING SOLENOID	General Fund	36.39
				Total for Payment No.:		53.02

Payment No: 727027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	GALLERY AT CENTRAL PARK PH II	00578454	76394-11 UTILITY REFUND	UTILITY REFUND	General Fund	52.60
				Total for Payment No.:		52.60

Payment No: 727030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HIROTOSHI OCHIAI	00578462	82755-02 UTILITY REFUND	UTILITY REFUND	General Fund	51.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		51.61

Payment No: 727257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-20	VERIZON WIRELESS	00578093	6114300675	FIRE STADIUM WIRELESS	General Fund	50.10
				Total for Payment No.:		50.10

Payment No: 727329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	AMN HEALTHCARE LANGUAGE	00578709	SIN718935	MINIMUM MONTHLY FEE	General Fund	50.00
				Total for Payment No.:		50.00

Payment No: 727571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	GOLDEN GATE TRUCK CENTER	00579796	FA005341046:01	PARTS - V#2816	Fleet Operation Fund	47.13
				Total for Payment No.:		47.13

Payment No: 727269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ARACELY AZEVEDO	00578990	33968JUN2025	Pastries for POA Mediation	General Fund	45.27
				Total for Payment No.:		45.27

Payment No: 727306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	ZHI YANG	00579339	43124-03 UTILITY REFUND	UTILITY REFUND	General Fund	44.28
				Total for Payment No.:		44.28

Payment No: 727371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	DATA TICKET, INC.	00578787	0525Permits	adjusted fees	General Fund	40.68
				Total for Payment No.:		40.68

Payment No: 727432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	NICK BLAKEWELL	00578785	42053JUN2025	LiveScan reimbursement	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 727417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	LAUREN VANDEVORT	00578783	42051JUN2025	LiveScan Reimbursement	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 727051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	TIMOTHY RENKOSKI	00578432	23726-02 UTILITY REFUND	UTILITY REFUND	General Fund	35.60
				Total for Payment No.:		35.60

Payment No: 727409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JONATHAN GAUNTT	00578272	42035JUN2025	Livescan reimbursement	General Fund	35.00
				Total for Payment No.:		35.00

Payment No: 727437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PAULINA MORALES	00578989	42056JUN2025	Livescan Reimbursement	General Fund	35.00
				Total for Payment No.:		35.00

Payment No: 727162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	ZACHARY WOODFIN	00577907	41891MAY2025	candidate livescan reimburseme	General Fund	35.00
				Total for Payment No.:		35.00

Payment No: 727291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	KIMBERLY DANG	00579334	20281-09 UTILITY REFUND	UTILITY REFUND	General Fund	33.91
				Total for Payment No.:		33.91

Payment No: 727058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	YUXIAO ZHANG	00578457	79492-08 UTILITY REFUND	UTILITY REFUND	General Fund	31.34
				Total for Payment No.:		31.34

Payment No: 727018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	REENA BRILLIOT	00578664	33037MAY2025	SUPPORT CITY RETAIL	General Fund	30.24
				Total for Payment No.:		30.24

Payment No: 727421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MANIT TYAGI	00578273	42034JUN2025	LiveScan reimbursement	General Fund	30.00
				Total for Payment No.:		30.00

Payment No: 727340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BELMONT, HORTENSIA	00579101	42042JUN2025	PARKS DEPT REFUND	General Fund	30.00
				Total for Payment No.:		30.00

Payment No: 727160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	XAVIER ROGERS	00577906	41892MAY2025	Candidate LiveScan Reimburseme	General Fund	30.00
				Total for Payment No.:		30.00

Payment No: 727295

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	OLGA BATISTA	00579336	31206-01 UTILITY REFUNDC	UTILITY REFUND	General Fund	29.39
				Total for Payment No.:		29.39

Payment No: 727537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	PG&E	00579621	8978316890-2 JUN2025	2025 JUN SJ TREATMT POWER PLNT	Sewer Utility	28.39
				Total for Payment No.:		28.39

Payment No: 727008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	LAZARO CABRERA	00577905	41889MAY2025	Candidate LiveScan	General Fund	27.50
				Total for Payment No.:		27.50

Payment No: 727089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	DEPARTMENT OF CORRECTION-FISCAL	00577852	1800093940	Name Plates	General Fund	27.34
				Total for Payment No.:		27.34

Payment No: 727556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CHENYU SU	00579742	23046-08 UTILITY REFUND COR	REISSUE CK# 721063	General Fund	24.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		24.10

Payment No: 727319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	PG&E	00578819	1086875099-2 JUN2025	Lawrence Station PG&E	LawrenceStation MaintenanceCFD	23.06
				Total for Payment No.:		23.06

Payment No: 727278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	BONGSIK CHU	00579343	72117-11 UTILITY REFUND	UTILITY REFUND	General Fund	21.46
				Total for Payment No.:		21.46

Payment No: 033423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	COUNTY OF SANTA CLARA	00577946	1800093181	Livescan (March 2025)	General Fund	20.00
				Total for Payment No.:		20.00

Payment No: 727287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	JACK HARTLEY	00565444	12931-29 UTILITY REFUND	UTILITY REFUND	General Fund	19.88
				Total for Payment No.:		19.88

Payment No: 727548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	AT&T MOBILITY	00579384	287354097878X06192025	PD FIRSTNET WIRELESS	General Fund	19.03
				Total for Payment No.:		19.03

Payment No: 727422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	MARGUERITE MALLOY	00578271	41807JUN2025	Livescan reimbursement	General Fund	19.00
				Total for Payment No.:		19.00

Payment No: 727304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	WILLIAM GREGG	00579347	75635-05 UTILITY REFUND	UTILITY REFUND	General Fund	18.19
				Total for Payment No.:		18.19

Payment No: 727110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	IMPERIAL SPRINKLER SUPPLY	00577749	0020972555-001	COMPRESSION CAP	General Fund	17.25
				Total for Payment No.:		17.25

Payment No: 727303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	TRACKONOMY SYSTEMS	00579333	17456-05 UTILITY REFUND	UTILITY REFUND	General Fund	15.00
				Total for Payment No.:		15.00

Payment No: 727032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	HOMEPORT STAYS LLC	00578448	68918-22 UTILITY REFUND	UTILITY REFUND	General Fund	13.91
				Total for Payment No.:		13.91

Payment No: 727305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	YI GU	00579352	80306-08 UTILITY REFUND	UTILITY REFUND	General Fund	12.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		12.26

Payment No: 727033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	JASON LOO	00578461	82626-06 UTILITY REFUND	UTILITY REFUND	General Fund	11.39
				Total for Payment No.:		11.39

Payment No: 727045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	SONAL PINTO	00578460	81550-04 UTILITY REFUND	UTILITY REFUND	General Fund	10.64
				Total for Payment No.:		10.64

Payment No: 727042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	PATRICK GARCIA	00578431	20793-19 UTILITY REFUND	UTILITY REFUND	General Fund	9.99
				Total for Payment No.:		9.99

Payment No: 727053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-13	XIAOLIANG SHEN	00578437	39818-02 UTILITY REFUND	UTILITY REFUND	General Fund	7.96
				Total for Payment No.:		7.96

Payment No: 727282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-06-27	GAO, JIAN	00579348	76973-08 UTILITY REFUND	UTILITY REFUND	General Fund	7.22
				Total for Payment No.:		7.22

Payment No: 727598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	STERICYCLE INC	00579388	8011094877	FINANCE - MUNICIPAL SERVICES	General Fund	15.86
2025-07-11	STERICYCLE INC	00579388	8011094877	CCO - RECORDS CENTER	General Fund	15.86
2025-07-11	STERICYCLE INC	00579388	8011094877	FINANCE - ACCOUNTING & PAYROLL	General Fund	31.70
2025-07-11	STERICYCLE INC	00579388	8011094877	HOUSING	General Fund	15.86
2025-07-11	STERICYCLE INC	00579388	8011094877	HUMAN RESOURCES	General Fund	15.86
2025-07-11	STERICYCLE INC	00579388	8011094877	CITY ATTORNEY'S OFFICE	General Fund	15.86
				Total for Payment No.:		111.00

Payment No: 033687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-07-11	CAPTIVATE BILLING	00579668	SC-2025-05-COR	MISSED AMT FOR RECEIPT 87402	General Fund	0.66
				Total for Payment No.:		0.66

All Other City Funds Group Total	**33,419,316.68**
Overall Total	**100,162,660.27**

25-824 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action on Monthly Investment Report for June 2025

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
In compliance with the City Charter and the adopted Investment Policy, the monthly investment report for June 2025 is submitted for your information.

DISCUSSION
Typically, the Monthly Financial Status Report and the Monthly Investment Report are presented together. For the month of June, however, the investment report is presented separately. Staff will bring forward an analysis of the General Fund revenues and expenditures and the City's overall financial performance through June 30, 2025, at a later date as part of the FY 2024/25 Budgetary Year-End Report.

Monthly Investment Report (Attachment 1)
All securities held by the City of Santa Clara as of June 30, 2025, were in compliance with the City's Investment Policy Statement in terms of current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for June 2025 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and has a reasonable portfolio return of 4.16% in June.

ENVIRONMENTAL REVIEW
The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT
There is no fiscal impact associated with this report.

COORDINATION
This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Monthly Investment Report for June 2025 as presented.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENT

1. Monthly Investment Report - June 2025

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

June 2025

City of Santa Clara

Monthly Investment Report

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of June 30, 2025 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of June 30, 2025.

	COST VALUE	PERCENTAGE
City	$1,438,702,081	99.92%
SOSA	6,568	0.00%
HA	1,110,728	0.08%
Unrestricted	$1,439,819,377	100.00%
Restricted Bond Proceeds	2,457,804	
Total Investments	$1,442,277,181	

On June 30, 2025 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,439,819,377 and $1,448,842,250 respectively.

Investment Strategy and Market Update

As expected, at the meeting held on June 18 the Federal Reserve (Fed) held the target range for the overnight rate unchanged at 4.25% to 4.50%. In its press release, the Fed noted uncertainty has diminished since April but remains elevated. During the press conference, Fed Chair Jerome Powell noted that the effect, size, and duration of tariffs are all highly uncertain and that warrants the Fed remaining on hold as it continues to observe the data.

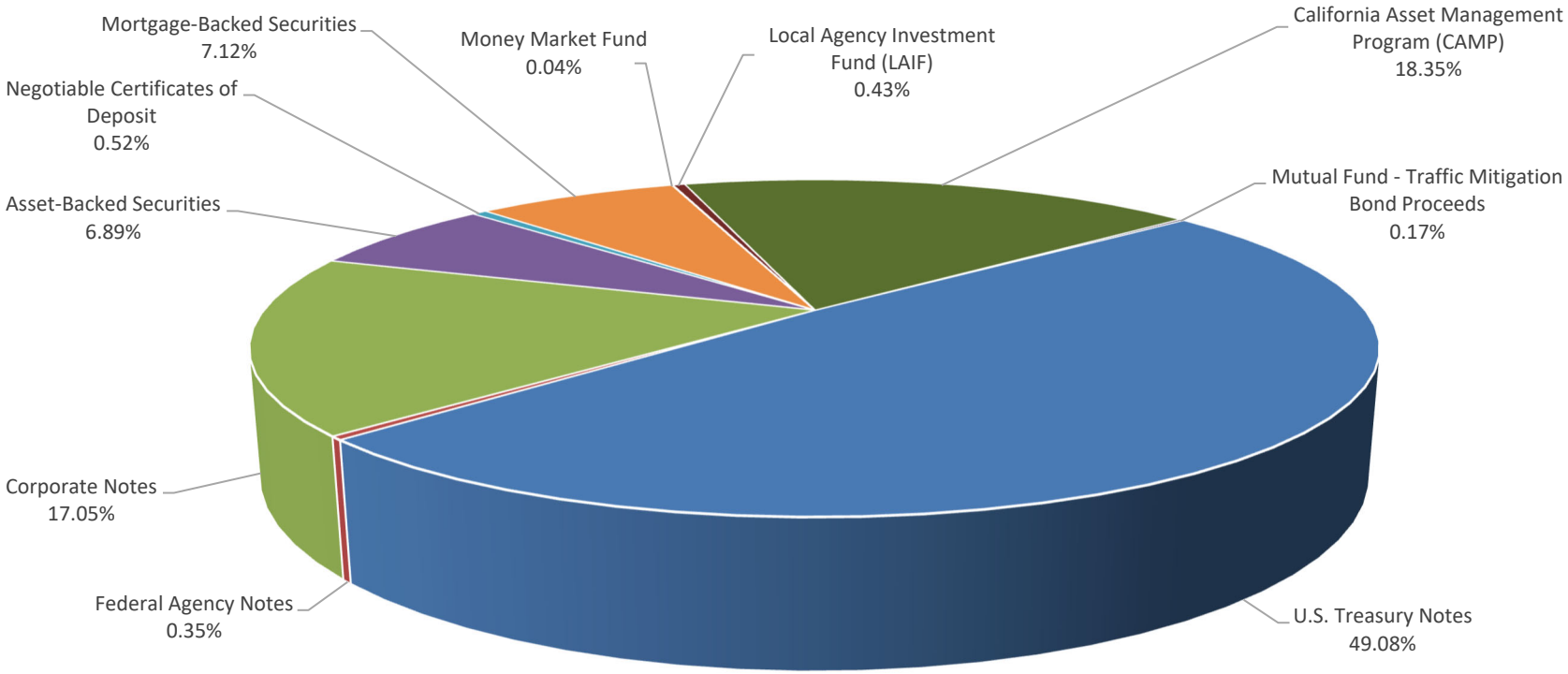
The Core Personal Consumption Expenditures Index (PCE), the Fed's preferred measure of inflation, rose a modest 0.2% over the prior month. This marks the third straight month of benign inflation readings, but the future impact of tariffs remains uncertain and supports the Fed's patience before it resumes cutting rates. The June jobs report surprised the market to the upside with147,000 new jobs created while the unemployment rate dipped to 4.1%. However, these figures masked underlying softness in the labor market as job growth in the private sector rose at the slowest pace in over six months and the decline in the unemployment rate was driven by a drop in labor force participation.

Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended June at 4.29%, 3.72%, and 4.23%, representing decreases of -4bps, -18 bps, and -17 bps, respectively.

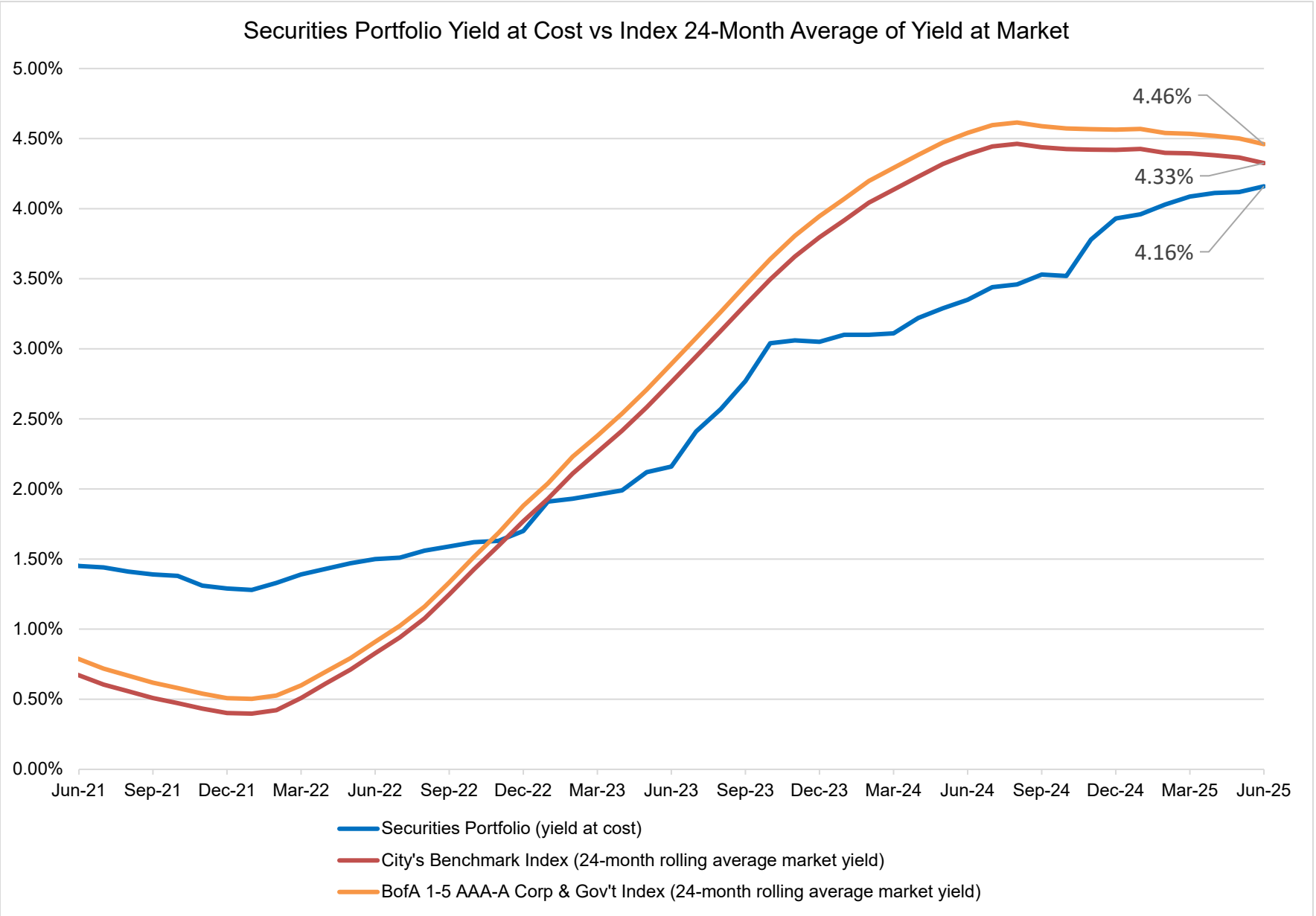
Fixed income indices produced positive returns for the month due to lower yields across the curve. The ICE BofA 3-month,2-year, and 10-year U.S. Treasury indices returned +0.33%, +0.59%, and +1.63%, respectively.

The City's investment strategy for June 2025 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of June 30, 2025, 49.08% of the City's portfolio consists of U.S. Treasury Notes, 18.35% consists of California Asset Management Program (CAMP), 17.05% consists of investment grade Corporate Notes, 7.12% consists of investment grade Mortgage-Backed Securities, 6.89% consists of investment grade Asset-Back Securities, 0.52% consists of Negotiable Certificates of Deposit, 0.43% consists of Local Agency Investment Fund (LAIF), and 0.35% consists of Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 6/30/2025
Investment Yield	
Liquidity Portfolio[1]	4.36%
LAIF average monthly yield	*4.27%*
Securities Portfolio[2]	4.16%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*4.33%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*4.46%*
City Portfolio (Liquidity + Securities)	4.20%
Investment Total Return*	
Securities Portfolio	0.80%
ICE BAML 1-5 US Treasury Index	*0.74%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.77%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.09
Securities Portfolio[2]	2.95
City Portfolio (Liquidity + Securities)	2.40
ICE BAML 1-5 US Treasury Index	*2.73*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.78*
Cash Interest Income Current Month[3]	$ 7,211,746
Cash Interest Income Fiscal Year-To-Date[3]	$ 49,978,144

1. Consists of CAMP Pool, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

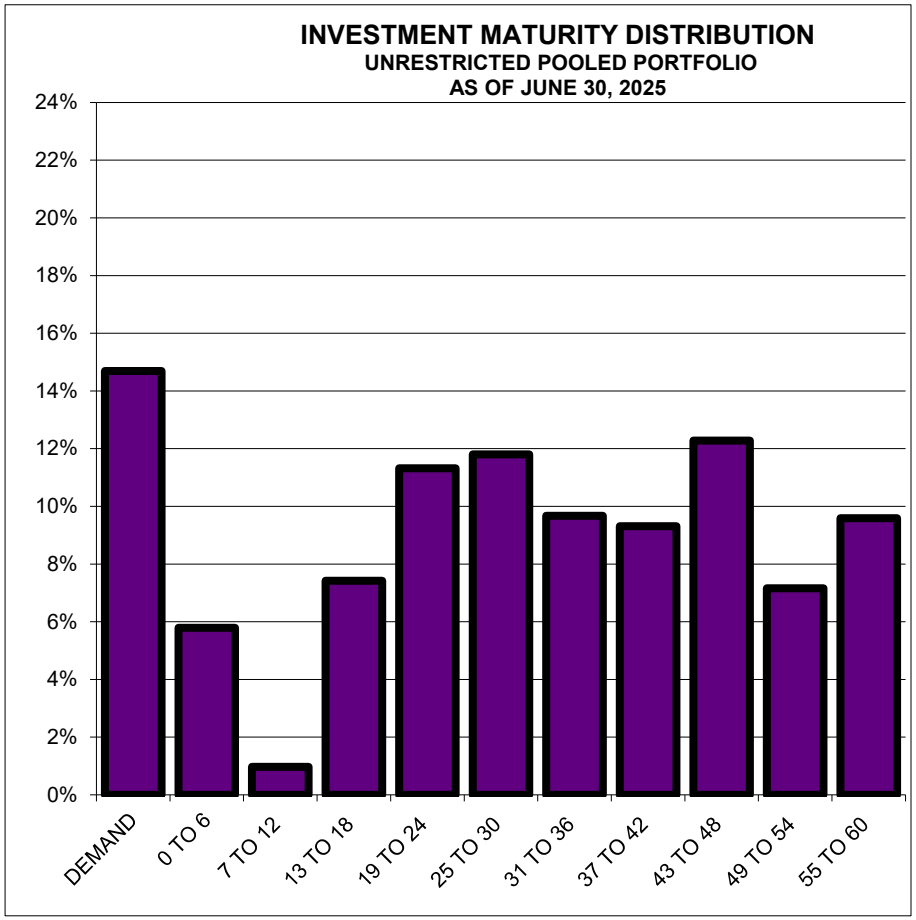
CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS JUNE 30, 2025

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	707,924,107	49.08%	No Limit
Federal Agency Notes	4,998,000	0.35%	80%
Corporate Notes	245,959,824	17.05%	25%
Asset-Backed Securities	99,334,308	6.89%	10%
Negotiable Certificates of Deposit	7,500,000	0.52%	30%
Mortgage-Backed Securities	102,656,270	7.12%	15%
Money Market Fund	527,323	0.04%	10% Per Fund
Local Agency Investment Fund (LAIF)	6,210,979	0.43%	$75 M
California Asset Management Program (CAMP)	264,708,566	18.35%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,457,804	0.17%	10% Per Fund
TOTAL INVESTMENTS	$ 1,442,277,181	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF JUNE 30, 2025
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 211,446,867 (a)	3	14.69%
0 TO 6	83,323,314	9	5.79%
7 TO 12	13,934,520	2	0.97%
13 TO 18	106,832,969	10	7.42%
19 TO 24	163,009,390	21	11.32%
25 TO 30	169,878,562	18	11.80%
31 TO 36	139,285,380	26	9.67%
37 TO 42	134,081,314	24	9.31%
43 TO 48	176,753,982	26	12.28%
49 TO 54	103,155,168	19	7.16%
55 TO 60	138,117,911	23	9.59%
TOTAL	$ 1,439,819,377	181	100.00%



Average Maturity of Unrestricted Pool: **2.40 Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

6/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	9/15/2023	4.625%	9/15/2026	91282CHY0	12,640,000.00	AA+	11/21/2024	12,653,684.22	4.32%	12,741,752.00	88,067.78
UNITED STATES TREASURY	10/16/2023	4.625%	10/15/2026	91282CJC6	9,975,000.00	AA+	1/13/2025	10,019,809.57	4.35%	10,063,877.25	44,067.68
UNITED STATES TREASURY	11/15/2023	4.625%	11/15/2026	91282CJK8	24,250,000.00	AA+	11/20/2024	24,413,876.95	4.27%	24,484,982.50	71,105.55
UNITED STATES TREASURY	11/15/2023	4.625%	11/15/2026	91282CJK8	13,925,000.00	AA+	10/16/2024	14,115,380.86	3.93%	14,059,933.25	-55,447.61
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	12,575,000.00	AA+	6/2/2025	12,642,295.90	4.01%	12,668,809.50	26,513.60
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	11,110,000.00	AA+	12/18/2024	11,138,642.97	4.24%	11,192,880.60	54,237.63
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	4,065,000.00	AA+	2/3/2025	4,058,013.28	4.22%	4,083,577.05	25,563.77
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	2,400,000.00	AA+	2/18/2025	2,394,281.25	4.25%	2,410,968.00	16,686.75
UNITED STATES TREASURY	2/15/2024	4.125%	2/15/2027	91282CKA8	12,205,000.00	AA+	12/19/2024	12,180,208.59	4.22%	12,263,706.05	83,497.46
UNITED STATES TREASURY	4/15/2024	4.500%	4/15/2027	91282CKJ9	21,925,000.00	AA+	11/20/2024	22,050,041.02	4.25%	22,198,185.50	148,144.48
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,266,458.00	17,911.12
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	15,280,000.00	AA+	12/18/2024	15,373,112.50	4.23%	15,481,084.80	107,972.30
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	2,200,000.00	AA+	9/17/2024	2,257,492.19	3.46%	2,228,952.00	-28,540.19
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	27,665,000.00	AA+	9/27/2024	28,426,868.16	3.55%	28,123,132.40	-303,735.76
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	5,020,000.00	AA+	10/22/2024	5,102,947.66	3.96%	5,103,131.20	183.54
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	10,000,000.00	AA+	10/16/2024	10,188,671.88	3.87%	10,165,600.00	-23,071.88
UNITED STATES TREASURY	8/1/2022	2.750%	7/31/2027	91282CFB2	9,350,000.00	AA+	9/14/2022	8,996,818.36	3.60%	9,167,768.50	170,950.14
UNITED STATES TREASURY	8/15/1997	6.375%	8/15/2027	912810FA1	9,390,000.00	AA+	10/5/2023	9,913,052.34	4.78%	9,900,252.60	-12,799.74
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	11,115,000.00	AA+	9/6/2022	10,537,975.20	3.40%	10,781,550.00	243,574.80
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	7,495,000.00	AA+	10/11/2024	7,546,528.13	3.88%	7,563,204.50	16,676.37
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,819,443.50	59,134.71
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	42,865,000.00	AA+	3/6/2025	43,036,439.69	4.02%	43,256,786.10	220,346.41
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	16,115,000.00	AA+	9/17/2024	16,442,335.94	3.43%	16,262,291.10	-180,044.84
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,793,415.00	-39,895.55
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,255,000.00	AA+	12/13/2022	4,309,517.19	3.83%	4,293,890.70	-15,626.49
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	18,960,000.00	AA+	10/11/2024	19,088,128.13	3.89%	19,133,294.40	45,166.27
UNITED STATES TREASURY	11/17/1997	6.125%	11/15/2027	912810FB9	3,100,000.00	AA+	7/24/2024	3,288,058.59	4.14%	3,269,663.00	-18,395.59
UNITED STATES TREASURY	11/30/2022	3.875%	11/30/2027	91282CFZ9	7,130,000.00	AA+	9/5/2024	7,182,917.97	3.63%	7,157,307.90	-25,610.07
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	8,255,000.00	AA+	1/31/2023	8,320,459.57	3.70%	8,289,836.10	-30,623.47
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,333,583.98	3.85%	7,355,911.50	22,327.52
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,870,467.00	-35,611.13
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,175,000.00	AA+	9/27/2024	7,247,030.27	3.54%	7,205,278.50	-41,751.77
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	855,000.00	AA+	5/16/2023	855,400.78	3.49%	850,656.60	-4,744.18
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	8,080,000.00	AA+	1/26/2024	8,002,541.98	4.05%	8,141,246.40	138,704.42
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,415,788.80	-116,711.20
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	2,450,000.00	AA+	3/7/2023	2,422,820.31	4.25%	2,468,571.00	45,750.69
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	5,215,000.00	AA+	10/11/2024	5,230,685.74	3.90%	5,254,529.70	23,843.96
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	2,680,000.00	AA+	5/4/2023	2,691,241.91	3.42%	2,675,390.40	-15,851.51
UNITED STATES TREASURY	5/1/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,047,442.75	4,954.47
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,710,239.15	14,661.42
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	10,115,000.00	AA+	3/3/2025	10,002,391.60	3.99%	10,093,657.35	91,265.75
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	8,285,000.00	AA+	1/26/2024	8,149,074.22	4.04%	8,267,518.65	118,444.43
UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	11,300,000.00	AA+	7/10/2023	11,117,699.22	4.36%	11,397,067.00	279,367.78
UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	1,700,000.00	AA+	7/3/2023	1,687,183.59	4.17%	1,714,603.00	27,419.41
UNITED STATES TREASURY	7/31/2023	4.125%	7/31/2028	91282CHQ7	4,950,000.00	AA+	8/2/2023	4,921,962.89	4.25%	5,009,746.50	87,783.61
UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	7,940,000.00	AA+	1/26/2024	8,054,137.50	4.03%	8,096,656.20	42,518.70

City of Santa Clara Monthly Report

6/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	1,735,000.00	AA+	8/31/2023	1,742,726.17	4.28%	1,769,231.55	26,505.38
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,900,000.00	AA+	1/4/2024	6,140,839.84	3.94%	6,112,046.00	-28,793.84
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,160,000.00	AA+	1/8/2024	5,355,717.19	4.00%	5,345,450.40	-10,266.79
UNITED STATES TREASURY	11/16/1998	5.250%	11/15/2028	912810FF0	11,160,000.00	AA+	9/17/2024	11,969,100.00	3.37%	11,692,666.80	-276,433.20
UNITED STATES TREASURY	11/30/2023	4.375%	11/30/2028	91282CJN2	8,025,000.00	AA+	1/26/2024	8,150,704.10	4.01%	8,192,080.50	41,376.40
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,950,000.00	AA+	1/19/2024	14,770,132.81	4.02%	14,963,455.00	193,322.19
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	6,250,000.00	AA+	1/4/2024	6,202,148.44	3.92%	6,255,625.00	53,476.56
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	6,400,000.00	AA+	2/13/2024	6,367,750.00	4.11%	6,457,728.00	89,978.00
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,968,107.42	4.28%	5,075,370.60	107,263.18
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	4,735,000.00	AA+	9/5/2024	4,814,348.24	3.58%	4,777,709.70	-36,638.54
UNITED STATES TREASURY	2/16/1999	5.250%	2/15/2029	912810FG8	8,610,000.00	AA+	7/24/2024	9,040,500.00	4.04%	9,077,523.00	37,023.00
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	4,375,000.00	AA+	9/27/2024	4,498,046.88	3.56%	4,452,087.50	-45,959.38
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	2,850,000.00	AA+	3/7/2024	2,867,923.83	4.11%	2,900,217.00	32,293.17
UNITED STATES TREASURY	4/1/2024	4.125%	3/31/2029	91282CKG5	10,050,000.00	AA+	4/11/2024	9,938,900.39	4.37%	10,185,876.00	246,975.61
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	16,425,000.00	AA+	4/30/2024	16,412,167.97	4.64%	16,938,281.25	526,113.28
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	5,625,000.00	AA+	8/2/2024	5,809,570.31	3.86%	5,800,781.25	-8,789.06
UNITED STATES TREASURY	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	5,084,986.50	91,093.92
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	24,360,000.00	AA+	9/5/2024	25,072,406.07	3.58%	24,812,852.40	-259,553.67
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	1,100,000.00	AA+	8/15/2024	1,128,316.41	3.67%	1,120,449.00	-7,867.41
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	7,590,000.00	AA+	7/3/2024	7,538,411.72	4.40%	7,731,098.10	192,686.38
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	16,955,000.00	AA+	7/3/2024	16,858,965.82	4.38%	17,270,193.45	411,227.63
UNITED STATES TREASURY	7/31/2024	4.000%	7/31/2029	91282CLC3	9,575,000.00	AA+	9/17/2024	9,819,237.30	3.43%	9,664,430.50	-154,806.80
UNITED STATES TREASURY	8/31/2022	3.125%	8/31/2029	91282CFJ5	10,650,000.00	AA+	9/27/2024	10,429,095.70	3.59%	10,392,909.00	-36,186.70
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	12,700,000.00	AA+	9/5/2024	12,736,214.84	3.56%	12,637,008.00	-99,206.84
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	1,870,000.00	AA+	9/3/2024	1,864,156.25	3.69%	1,860,724.80	-3,431.45
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,575,000.00	AA+	10/10/2024	5,481,792.97	3.87%	5,518,804.00	37,011.03
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,185,000.00	AA+	10/8/2024	5,101,756.45	3.86%	5,132,735.20	30,978.75
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	3,175,000.00	AA+	10/31/2024	3,172,395.51	4.14%	3,220,402.50	48,006.99
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	1,140,000.00	AA+	11/15/2024	1,131,539.06	4.29%	1,156,302.00	24,762.94
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	13,100,000.00	AA+	12/6/2024	13,123,539.06	4.08%	13,292,439.00	168,899.94
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	2,700,000.00	AA+	12/31/2024	2,672,472.66	4.36%	2,739,663.00	67,190.34
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,178,265.63	4.22%	5,276,388.00	98,122.37
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	5,100,000.00	AA+	2/5/2025	5,081,200.85	4.33%	5,200,623.00	119,422.15
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	1,115,000.00	AA+	2/6/2025	1,115,261.33	4.24%	1,136,998.95	21,737.62
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,197.30	226.60
UNITED STATES TREASURY	2/28/2023	4.000%	2/28/2030	91282CGQ8	6,085,000.00	AA+	3/6/2025	6,054,099.61	4.11%	6,144,207.05	90,107.44
UNITED STATES TREASURY	5/31/2023	3.750%	5/31/2030	91282CHF1	3,945,000.00	AA+	6/5/2025	3,900,310.55	4.00%	3,936,202.65	35,892.10
U.S. Treasury Bond / Note				**Subtotal**	703,650,000.00			707,924,107.12		711,136,247.95	3,212,140.83
FREDDIE MAC	8/30/2022	4.050%	8/28/2025	3134GXS54	5,000,000.00	AA+	8/30/2022	4,998,000.00	4.06%	4,996,750.00	-1,250.00
FHLMC Medium Term Note				**Subtotal**	5,000,000.00			4,998,000.00		4,996,750.00	-1,250.00

City of Santa Clara Monthly Report

6/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	8,357,438.45	AA+	11/30/2023	8,033,260.89	5.14%	8,358,942.77	325,681.88
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	7,259,032.22	AA+	7/31/2023	7,135,968.94	4.58%	7,260,338.85	124,369.91
FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,155,215.52	AA+	5/24/2023	4,996,531.57	4.29%	5,094,847.95	98,316.38
FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2017	3.224%	3/1/2027	3137BXQY1	8,000,000.00	AA+	8/18/2023	7,546,250.00	4.94%	7,878,960.00	332,710.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2017	3.243%	4/1/2027	3137F1G44	4,545,000.00	AA+	8/18/2023	4,285,260.35	4.93%	4,473,234.45	187,974.10
FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,525,000.00	AA+	8/22/2023	6,101,894.53	4.97%	6,409,507.50	307,612.97
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.819%	6/1/2028	3137HACX2	7,500,000.00	AA+	7/20/2023	7,574,910.00	4.59%	7,635,450.00	60,540.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	6,014,630.11	AA+	7/27/2023	6,014,479.76	4.78%	6,063,649.35	49,169.59
FHLMC MULTIFAMILY STRUCTURED PASS THROU	10/1/2023	4.740%	8/1/2028	3137HAQ74	5,750,000.00	AA+	10/19/2023	5,623,868.00	5.25%	5,848,957.50	225,089.50
FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2025	4.850%	1/1/2030	3137HJZY6	9,019,000.00	AA+	2/27/2025	9,076,532.20	4.70%	9,256,109.51	179,577.31
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.478%	1/1/2030	3137HKQC1	10,570,000.00	AA+	4/10/2025	10,643,049.27	4.32%	10,694,726.00	51,676.73
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.410%	1/1/2030	3137HKXJ8	4,010,000.00	AA+	4/24/2025	4,009,859.65	4.41%	4,046,250.40	36,390.75
FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2025	4.430%	2/1/2030	3137HKPF5	5,960,000.00	AA+	3/20/2025	5,959,934.44	4.43%	6,016,441.20	56,506.76
FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2025	4.513%	2/1/2030	3137HLJA1	4,285,000.00	AA+	5/29/2025	4,284,880.02	4.51%	4,341,647.70	56,767.68
FHLMC MULTIFAMILY STRUCTURED PASS THROU	6/1/2025	4.348%	2/1/2030	3137HLXV9	11,370,000.00	AA+	6/12/2025	11,369,590.68	4.35%	11,444,132.40	74,541.72
Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	104,320,316.29			102,656,270.30		104,823,195.58	2,166,925.28
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,635,000.00	A+	4/4/2024	1,632,563.85	4.83%	1,676,087.55	43,523.70
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,340,000.00	A+	4/4/2024	1,337,762.20	4.84%	1,373,674.20	35,912.00
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,615,843.80	261,457.00
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,640,866.40	-32,097.70
ASTRAZENECA FINANCE LLC	2/26/2024	4.850%	2/26/2029	04636NAL7	8,500,000.00	A+	6/27/2025	8,689,040.00	4.19%	8,692,440.00	3,400.00
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,811,720.00	-214,200.00
BANK OF NY MELLON CORP	4/22/2025	4.729%	4/20/2029	06405LAH4	8,000,000.00	AA-	4/28/2025	8,093,600.00	4.40%	8,113,040.00	19,440.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	4,083,613.20	-2,442.60
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	4,083,613.20	-1,738.80
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	2,924,000.00	AA-	4/11/2024	2,911,222.12	4.80%	2,985,871.84	74,649.72
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	357,406.00	8,039.50
BOFA SECURITIES INC.	8/18/2023	5.526%	8/18/2026	06428CAA2	4,000,000.00	A+	8/18/2023	3,998,360.00	5.54%	4,056,720.00	58,360.00
BOFA SECURITIES INC.	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,380,211.60	98,959.80
BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	4,980,000.00	A-	4/2/2025	5,035,178.40	4.66%	5,051,014.80	15,836.40
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A	6/30/2021	5,672,673.50	0.96%	5,650,975.75	-21,697.75
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	10,000,000.00	AA-	4/22/2025	10,124,500.00	4.46%	10,223,600.00	99,100.00
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	6,800,000.00	AA-	4/30/2025	6,955,924.00	4.22%	6,952,048.00	-3,876.00
CITIGROUP GLOBAL MARKETS	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,736,523.25	511,523.25

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ELI LILLY & COMPANY	2/12/2025	4.550%	2/12/2028	532457CU0	6,500,000.00	A+	6/27/2025	6,578,910.00	4.06%	6,585,670.00	6,760.00
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	A+	8/14/2024	1,557,643.50	4.16%	1,560,520.25	2,876.75
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	A+	8/14/2024	444,025.45	4.25%	446,579.75	2,554.30
GOLDMAN SACHS BANK USA	5/21/2024	5.414%	5/21/2027	38151LAG5	8,750,000.00	A+	5/22/2025	8,805,037.50	5.08%	8,822,187.50	17,150.00
HERSHEY CO/THE	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,994,270.00	-19,770.00
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,852,200.00	-56,400.00
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	2,800,000.00	A	6/25/2025	2,868,544.00	4.09%	2,868,712.00	168.00
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	605,000.00	A	7/18/2023	610,874.55	4.73%	619,846.70	8,972.15
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	505,000.00	A	7/14/2023	504,247.55	4.98%	517,392.70	13,145.15
JOHNSON & JOHNSON	2/20/2025	4.500%	3/1/2027	478160DG6	4,850,000.00	AAA	3/13/2025	4,879,439.50	4.17%	4,897,287.50	17,848.00
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A	8/10/2022	3,710,746.00	3.80%	4,005,003.00	294,257.00
JPMORGAN CHASE FINANCIAL CO LLC	2/24/2022	2.947%	2/24/2028	46647PCW4	2,925,000.00	A	9/18/2023	2,674,532.25	5.13%	2,858,046.75	183,514.50
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.571%	4/22/2028	46647PEE2	5,000,000.00	A	8/9/2024	5,103,350.00	4.95%	5,102,600.00	-750.00
JPMORGAN CHASE FINANCIAL CO LLC	1/24/2025	4.915%	1/24/2029	46647PEU6	2,825,000.00	A	3/13/2025	2,841,921.75	4.74%	2,862,939.75	21,018.00
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.581%	4/22/2030	46647PEG7	2,750,000.00	A	4/28/2025	2,835,552.50	4.87%	2,855,490.00	19,937.50
KENVUE INC	10/17/2023	5.050%	3/22/2028	49177JAF9	6,250,000.00	A	6/30/2025	6,397,562.50	4.12%	6,400,375.00	2,812.50
MASTERCARD INC	5/31/2019	2.950%	6/1/2029	57636QAM6	7,500,000.00	A+	6/27/2024	6,889,875.00	4.82%	7,205,625.00	315,750.00
META PLATFORMS INC	8/9/2024	4.300%	8/15/2029	30303M8S4	5,370,000.00	AA-	8/14/2024	5,385,895.20	4.23%	5,418,974.40	33,079.20
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	6,105,000.00	A+	5/31/2024	6,117,881.55	5.45%	6,233,937.60	116,056.05
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	3,145,000.00	A+	5/30/2024	3,145,000.00	5.50%	3,211,422.40	66,422.40
NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	10,000,000.00	AA+	6/27/2025	10,167,800.00	4.32%	10,168,100.00	300.00
NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	6,825,000.00	AA+	6/27/2025	6,937,134.75	4.32%	6,939,728.25	2,593.50
NOVARTIS FINANCE CORPORATION	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,943,700.00	305,100.00
PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	7,000,000.00	A+	7/30/2024	6,996,080.00	4.61%	7,095,760.00	99,680.00
PEPSICO INC	7/17/2024	4.500%	7/17/2029	713448FX1	4,380,000.00	A+	7/17/2024	4,373,211.00	4.53%	4,449,817.20	76,606.20
PEPSICO INC	2/7/2025	4.600%	2/7/2030	713448GB8	2,380,000.00	A+	2/7/2025	2,376,001.60	4.64%	2,423,958.60	47,957.00
STATE STREET CORP	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,380,170.80	128,805.60
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,450,717.00	-117,172.50
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	958,914.00	-29,403.00
TOYOTA MOTOR CREDIT CORP	9/11/2023	5.250%	9/11/2028	89236TLB9	5,600,000.00	A+	9/11/2023	5,590,256.00	5.29%	5,778,024.00	187,768.00
WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	6,000,000.00	AA	5/2/2025	6,053,940.00	4.15%	6,068,700.00	14,760.00
WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	3,220,000.00	AA	4/28/2025	3,214,429.40	4.39%	3,256,869.00	42,439.60
Corporate Note				**Subtotal**	246,844,000.00			245,959,824.32		248,718,808.74	2,758,984.42
AMERICAN EXPRESS CREDIT ACCOUNT MASTER	9/19/2023	5.230%	9/15/2028	02582JKD1	6,170,000.00	AAA	9/19/2023	6,169,724.20	5.23%	6,239,906.10	70,181.90
BA CREDIT CARD TRUST	12/14/2023	4.980%	11/15/2028	05522RDH8	3,045,000.00	NR	12/14/2023	3,044,591.06	4.98%	3,077,216.10	32,625.04
BA CREDIT CARD TRUST	6/12/2025	4.310%	5/15/2030	05522RDK1	5,250,000.00	AAA	6/12/2025	5,249,980.05	4.31%	5,285,542.50	35,562.45
BOFA AUTO TRUST 2024-1	7/31/2023	5.530%	2/15/2028	06428AAC2	2,428,581.74	NR	7/31/2023	2,428,489.69	5.53%	2,445,047.52	16,557.83
BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	6,595,000.00	NR	11/21/2023	6,594,880.63	5.74%	6,658,971.50	64,090.87
CHASE ISSUANCE TRUST	9/15/2023	5.160%	9/15/2028	161571HT4	6,045,000.00	AAA	9/15/2023	6,043,324.33	5.17%	6,114,880.20	71,555.87

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CHASE ISSUANCE TRUST	1/31/2024	4.600%	1/16/2029	161571HV9	7,605,000.00	AAA	1/31/2024	7,603,841.76	4.60%	7,660,668.60	56,826.84
CITIBANK CREDIT CARD ISSUANCE TRUST	12/11/2023	5.230%	12/8/2027	17305EGW9	1,855,000.00	AAA	12/11/2023	1,854,767.38	5.23%	1,860,602.10	5,834.72
CITIBANK CREDIT CARD ISSUANCE TRUST	6/26/2025	4.300%	6/21/2030	17305EHA6	11,485,000.00	AAA	6/26/2025	11,481,884.12	4.31%	11,551,957.55	70,073.43
FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	4,855,168.84	AAA	8/23/2023	4,854,867.82	5.53%	4,893,087.71	38,219.89
GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	815,000.00	NR	1/17/2024	814,836.10	4.85%	819,075.00	4,238.90
GM FINANCIAL SECURITIZED TERM AUTO RECE	5/14/2025	4.280%	4/16/2030	362549AD9	1,965,000.00	AAA	5/14/2025	1,964,710.75	4.28%	1,975,571.70	10,860.95
HONDA AUTO RECEIVABLES OWNER TRUST 2024	8/22/2023	5.410%	2/18/2028	43815QAC1	4,189,095.93	AAA	8/22/2023	4,188,232.14	5.42%	4,216,031.82	27,799.68
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	2,530,000.00	AAA	11/13/2023	2,529,667.31	5.54%	2,557,577.00	27,909.69
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	3/12/2025	4.320%	10/15/2029	44935CAD3	6,570,000.00	AAA	3/12/2025	6,569,030.93	4.32%	6,595,360.20	26,329.27
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	6/11/2025	4.360%	12/17/2029	44935XAD7	2,825,000.00	AAA	6/11/2025	2,824,744.90	4.36%	2,843,080.00	18,335.10
KUBOTA CREDIT OWNER TRUST 2024-2A	7/26/2023	5.280%	1/18/2028	500945AC4	1,925,000.00	NR	7/26/2023	1,924,513.75	5.29%	1,940,939.00	16,425.25
KUBOTA CREDIT OWNER TRUST 2024-2A	2/19/2025	4.670%	6/15/2029	50117FAC5	4,065,000.00	NR	2/19/2025	4,064,860.57	4.67%	4,118,739.30	53,878.73
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	8/15/2023	5.160%	4/17/2028	89231FAD2	1,465,954.74	AAA	8/15/2023	1,465,623.14	5.17%	1,473,885.56	8,262.42
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,725,000.00	AAA	11/14/2023	1,724,814.05	5.54%	1,745,234.25	20,420.20
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	4/30/2025	4.340%	11/15/2029	89231HAD8	4,385,000.00	AAA	4/30/2025	4,384,748.74	4.34%	4,411,967.75	27,219.01
USAA AUTO OWNER TRUST 2024-A	9/15/2023	5.580%	5/15/2028	90291VAC4	4,648,222.99	AAA	9/15/2023	4,647,409.56	5.58%	4,674,485.45	27,075.89
VOLKSWAGEN AUTO LOAN ENHANCED TRUST 202	3/25/2025	4.500%	8/20/2029	92868MAD1	6,905,000.00	NR	3/25/2025	6,904,765.23	4.50%	6,956,304.15	51,538.92
Asset-Backed Security				**Subtotal**	99,347,024.24			99,334,308.21		100,116,131.06	781,822.85
COOPERAT RABOBANK UA/NY	7/20/2023	5.080%	7/17/2026	21684LGS5	7,500,000.00	A+	7/20/2023	7,500,000.00	5.08%	7,604,250.00	104,250.00
Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,604,250.00	104,250.00
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.250%	7/1/2025	992995944	527,322.98		9/1/2020	527,322.98		527,322.98	-
LOCAL AGENCY INVESTMENT FUND		4.281%	7/1/2025		6,210,978.95		9/30/1997	6,210,978.95		6,210,978.95	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		4.450%	7/1/2025		204,708,564.78		10/4/2022	204,708,564.78		204,708,564.78	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.190%	7/3/2025		10,000,000.00		4/7/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	7/28/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-

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CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.190%	8/4/2025		20,000,000.00		4/7/2025	20,000,000.00		20,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	8/27/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	9/26/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-
DREYFUS TREASURY		4.160%	7/1/2025		2,457,804.43		10/31/1997	2,457,804.43		2,457,804.43	-
Cash Equivalent				**Subtotal**	273,904,671.14			273,904,671.14		273,904,671.14	-
Grand Total				**Count 182**	1,440,566,011.67			1,442,277,181.09		1,451,300,054.47	9,022,873.38

**NR = Not Rated by S&P Global. These Asset Backed Securities are rated by Moody's Ratings as Aaa.*

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,162,716,122.46**	
		CASH EQUIVALENTS			
06/02/25		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 05.01.25 TO 05.31.25	846.17		
06/30/25	38,489,090.45	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 13 TRANSACTIONS	38,489,090.45-	38,489,090.45	
06/30/25	38,037,856.02-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 4 TRANSACTIONS	38,037,856.02	38,037,856.02-	
		BONDS & NOTES			
06/16/25		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 6/15/25	26,890.91		
06/27/25	8,500,000	PURCHASED ASTRAZENECA FINANCE 4.850% 2/26/29 CUSIP 04636NAL7 AT $102.2240 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 GOLDMAN SACHS	8,689,040.00-	8,689,040.00	
06/27/25		ACCRUED INTEREST ON PURCHASE ASTRAZENECA FINANCE 4.850% 2/26/29 CUSIP 04636NAL7	138,561.81-		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/12/25	5,250,000	PURCHASED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 AT $99.9996 ON TRADE DATE 06/05/2025 TO SETTLE ON 06/12/2025 BANC OF AMERICA SECURITIES LLC	5,249,980.05-	5,249,980.05	
06/16/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2 $0.00386/PV ON 2,613,004.75 PV DUE 6/15/25	12,041.60		
06/16/25	184,423.01-	PAID DOWN BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2 AT $62.2456 ON TRADE DATE 06/15/2025 TO SETTLE ON 06/16/2025	184,423.01	184,416.02-	6.99
06/16/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00478/PV ON 6,595,000.00 PV DUE 6/15/25	31,546.08		
06/16/25		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 6/15/25	12,636.75		
06/16/25		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 6/15/25	29,152.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/16/25		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 6/15/25	25,993.50		
06/26/25	11,485,000	PURCHASED CITIBANK CREDIT ABS 4.300% 6/21/30 CUSIP 17305EHA6 AT $99.9729 ON TRADE DATE 06/18/2025 TO SETTLE ON 06/26/2025 CITIGROUP GBL MKTS/SALOMON BRO	11,481,884.12-	11,481,884.12	
06/09/25		INTEREST RECEIVED CITIBANK CREDIT ABS 5.230% 12/08/27 CUSIP 17305EGW9 $0.02615/PV ON 1,855,000.00 PV DUE 6/ 8/25	48,508.25		
06/02/25		INTEREST RECEIVED ELI LILLY & CO 2.750% 6/01/25 CUSIP 532457BH0 INTEREST ON 5,415,000.000 UNITS	74,456.25		
06/02/25	5,415,000-	MATURED ELI LILLY & CO 2.750% 6/01/25 CUSIP 532457BH0 AT $100.0000 ON TRADE DATE 06/01/2025 TO SETTLE ON 06/02/2025	5,415,000.00	5,559,255.60-	144,255.60-
06/27/25	6,500,000	PURCHASED ELI LILLY & CO 4.550% 2/12/28 CUSIP 532457CU0 AT $101.2140 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 BANC OF AMERICA SECURITIES LLC	6,578,910.00-	6,578,910.00	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/27/25		ACCRUED INTEREST ON PURCHASE ELI LILLY & CO 4.550% 2/12/28 CUSIP 532457CU0	110,906.25-		
06/25/25		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00260/PV ON 6,525,000.00 PV DUE 6/25/25	16,948.69		
06/25/25		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00269/PV ON 5,165,740.95 PV DUE 6/25/25	14,408.11		
06/25/25	10,525.43-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1	10,525.43	10,201.44-	323.99
06/25/25		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 6/25/25	22,712.50		
06/25/25		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 6/25/25	36,451.79		
06/25/25		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 6/25/25	22,002.34		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/25		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 6/25/25	39,443.72		
06/25/25		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 6/25/25	14,736.75		
06/25/25		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 6/25/25	16,115.17		
06/12/25	11,370,000	PURCHASED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 AT $99.9964 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/12/2025 BMOCM/BONDS	11,369,590.68-	11,369,590.68	
06/12/25		ACCRUED INTEREST ON PURCHASE FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9	15,105.68-		
06/25/25		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 6/25/25	12,282.86		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/25		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00392/PV ON 6,019,797.64 PV DUE 6/25/25	23,963.81		
06/25/25	5,167.53-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45	5,167.53	5,167.40-	0.13
06/25/25		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 6/25/25	30,118.75		
06/16/25		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00452/PV ON 5,171,087.64 PV DUE 6/15/25	23,830.10		
06/16/25	315,918.8-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 AT $36.3369 ON TRADE DATE 06/15/2025 TO SETTLE ON 06/16/2025	315,918.80	315,899.21-	19.59
06/25/25		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 $0.00349/PV ON 15,617,429.90 PV DUE 6/25/25	54,530.86		
06/25/25	959.42-	PAID DOWN FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6	959.42	931.94-	27.48

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/27/25	0.15	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 BALANCE TO CUSTODIAN			
06/27/25	0.03	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 BALANCE TO CUSTODIAN			
06/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00380/PV ON 1,965,000.00 PV DUE 6/16/25	7,475.73		
06/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00404/PV ON 815,000.00 PV DUE 6/16/25	3,293.96		
06/18/25		INTEREST RECEIVED HONDA AUTO ABS 5.410% 2/18/28 CUSIP 43815QAC1 $0.00420/PV ON 4,499,625.05 PV DUE 6/18/25	20,285.81		
06/18/25	310,529.12-	PAID DOWN HONDA AUTO ABS 5.410% 2/18/28 CUSIP 43815QAC1	310,529.12	310,465.09-	64.03
06/02/25		INTEREST RECEIVED HONEYWELL INTERNATIO 1.350% 6/01/25 CUSIP 438516CB0 INTEREST ON 7,255,000.000 UNITS	48,971.25		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/02/25	7,255,000-	MATURED HONEYWELL INTERNATIO 1.350% 6/01/25 CUSIP 438516CB0 AT $100.0000 ON TRADE DATE 06/01/2025 TO SETTLE ON 06/02/2025	7,255,000.00	7,279,860.55-	24,860.55-
06/16/25		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 6/15/25	23,652.00		
06/11/25	2,825,000	PURCHASED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 AT $99.9910 ON TRADE DATE 06/03/2025 TO SETTLE ON 06/11/2025 J.P. MORGAN SECURITIES INC., -	2,824,744.90-	2,824,744.90	
06/16/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00462/PV ON 2,530,000.00 PV DUE 6/15/25	11,680.17		
06/25/25	2,800,000	PURCHASED JOHN DEERE CAP MTN 4.950% 7/14/28 CUSIP 24422EXB0 AT $102.4480 ON TRADE DATE 06/24/2025 TO SETTLE ON 06/25/2025 MORGAN STANLEY & CO.	2,868,544.00-	2,868,544.00	
06/25/25		ACCRUED INTEREST ON PURCHASE JOHN DEERE CAP MTN 4.950% 7/14/28 CUSIP 24422EXB0	61,985.00-		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/17/25		INTEREST RECEIVED JOHN DEERE CAPITAL 1.050% 6/17/26 CUSIP 24422EVR7 INTEREST ON 5,000,000.000 UNITS	26,250.00		
06/30/25	6,250,000	PURCHASED KENVUE INC 5.050% 3/22/28 CUSIP 49177JAF9 AT $102.3610 ON TRADE DATE 06/27/2025 TO SETTLE ON 06/30/2025 J.P. MORGAN SECURITIES INC., -	6,397,562.50-	6,397,562.50	
06/30/25		ACCRUED INTEREST ON PURCHASE KENVUE INC 5.050% 3/22/28 CUSIP 49177JAF9	85,920.14-		
06/16/25		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 6/15/25	15,819.63		
06/16/25		INTEREST RECEIVED KUBOTA CREDIT ABS 5.280% 1/18/28 CUSIP 500945AC4 $0.00440/PV ON 1,925,000.00 PV DUE 6/15/25	8,470.00		
06/02/25		INTEREST RECEIVED MASTERCARD INC 2.950% 6/01/29 CUSIP 57636QAM6 INTEREST ON 7,500,000.000 UNITS	110,625.00		
06/27/25	10,000,000	PURCHASED NATIONAL SECS CLEAR 4.700% 5/20/30 CUSIP 637639AQ8 AT $101.6780 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 J.P. MORGAN SECURITIES INC., -	10,167,800.00-	10,167,800.00	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/27/25		ACCRUED INTEREST ON PURCHASE NATIONAL SECS CLEAR 4.700% 5/20/30 CUSIP 637639AQ8	48,305.56-		
06/27/25	6,825,000	PURCHASED NATIONAL SECS CLEAR 4.700% 5/20/30 CUSIP 637639AQ8 AT $101.6430 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 GOLDMAN SACHS	6,937,134.75-	6,937,134.75	
06/27/25		ACCRUED INTEREST ON PURCHASE NATIONAL SECS CLEAR 4.700% 5/20/30 CUSIP 637639AQ8	32,968.54-		
06/16/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 6/15/25	15,859.08		
06/16/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2 $0.00430/PV ON 1,505,000.00 PV DUE 6/15/25	6,471.50		
06/16/25	39,045.26-	PAID DOWN TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2	39,045.26	39,036.43-	8.83
06/16/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00462/PV ON 1,725,000.00 PV DUE 6/15/25	7,963.75		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/02/25		INTEREST RECEIVED U.S. TREASURY BONDS 4.125% 11/30/29 CUSIP 91282CMA6 INTEREST ON 21,000,000.000 UNITS	433,125.00		
06/27/25	6,650,000-	SOLD U.S. TREASURY NOTES 3.500% 1/31/28 CUSIP 91282CGH8 AT $99.4883 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 NOMURA SECURITIES INTL. INC.	6,615,970.71	6,653,117.19-	37,146.48-
06/27/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.500% 1/31/28 CUSIP 91282CGH8	94,514.50		
06/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.625% 5/31/28 CUSIP 91282CHE4 INTEREST ON 30,135,000.000 UNITS	546,196.88		
06/05/25	21,175,000	PURCHASED U.S. TREASURY NOTES 3.750% 5/31/30 CUSIP 91282CHF1 AT $98.8672 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/05/2025 NOMURA SECURITIES INTL. INC.	20,935,126.95-	20,935,126.95	
06/05/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.750% 5/31/30 CUSIP 91282CHF1	10,847.85-		
06/27/25	17,230,000-	SOLD U.S. TREASURY NOTES 3.750% 5/31/30 CUSIP 91282CHF1 AT $99.7539 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 J.P. MORGAN SECURITIES INC., -	17,187,598.05	17,034,816.40-	152,781.65

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/27/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.750% 5/31/30 CUSIP 91282CHF1	47,664.96		
06/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.750% 12/31/28 CUSIP 91282CJR3 INTEREST ON 21,200,000.000 UNITS	397,500.00		
06/09/25	5,500,000-	SOLD U.S. TREASURY NOTES 3.875% 4/30/30 CUSIP 91282CMZ1 AT $99.7344 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/09/2025 RBC DAIN RAUSCHER INC.	5,485,390.63	5,445,238.08-	40,152.55
06/09/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.875% 4/30/30 CUSIP 91282CMZ1	23,165.76		
06/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.875% 11/30/27 CUSIP 91282CFZ9 INTEREST ON 7,130,000.000 UNITS	138,143.75		
06/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.875% 12/31/27 CUSIP 91282CGC9 INTEREST ON 27,605,000.000 UNITS	534,846.88		
06/09/25	4,100,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT $100.3516 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/09/2025 BARCLAYS CAPITAL INC. FIXED IN	4,114,414.06	4,079,179.69-	35,234.37

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/09/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	45,010.87		
06/30/25	4,150,000-	SOLD U.S. TREASURY NOTES 4.000% 2/29/28 CUSIP 91282CGP0 AT $100.6797 ON TRADE DATE 06/27/2025 TO SETTLE ON 06/30/2025 CITIGROUP GBL MKTS/SALOMON BRO	4,178,207.03	4,165,006.46-	13,200.57
06/30/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/29/28 CUSIP 91282CGP0	55,032.61		
06/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.000% 6/30/28 CUSIP 91282CHK0 INTEREST ON 13,000,000.000 UNITS	260,000.00		
06/10/25	5,200,000-	SOLD U.S. TREASURY NOTES 4.125% 10/31/27 CUSIP 91282CFU0 AT $100.4727 ON TRADE DATE 06/05/2025 TO SETTLE ON 06/10/2025 BMOCM/BONDS	5,224,578.13	5,245,737.00-	21,158.87-
06/10/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.125% 10/31/27 CUSIP 91282CFU0	23,898.10		
06/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.250% 6/30/29 CUSIP 91282CKX8 INTEREST ON 50,005,000.000 UNITS	1,062,606.25		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.375% 11/30/28 CUSIP 91282CJN2 INTEREST ON 8,025,000.000 UNITS	175,546.88		
06/02/25	12,575,000	PURCHASED U.S. TREASURY NOTES 4.375% 12/15/26 CUSIP 91282CJP7 AT $100.5352 ON TRADE DATE 06/02/2025 RBS/EQUITY FINANCE	12,642,295.90-	12,642,295.90	
06/02/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 4.375% 12/15/26 CUSIP 91282CJP7	255,429.69-		
06/16/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.375% 12/15/26 CUSIP 91282CJP7 INTEREST ON 23,685,000.000 UNITS	518,109.38		
06/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.500% 5/31/29 CUSIP 91282CKT7 INTEREST ON 4,950,000.000 UNITS	111,375.00		
06/16/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2 INTEREST ON 42,685,000.000 UNITS	987,090.63		
06/09/25	2,785,000-	SOLD U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0 AT $100.7305 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/09/2025 J.P. MORGAN SECURITIES INC., -	2,805,343.55	2,788,015.07-	17,328.48

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/09/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0	30,101.46		
06/23/25	2,375,000-	SOLD U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0 AT $100.6445 ON TRADE DATE 06/20/2025 TO SETTLE ON 06/23/2025 RBS/EQUITY FINANCE	2,390,307.62	2,377,571.20-	12,736.42
06/23/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0	29,848.85		
06/25/25	2,900,000-	SOLD U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0 AT $100.7656 ON TRADE DATE 06/24/2025 TO SETTLE ON 06/25/2025 J.P. MORGAN SECURITIES INC., -	2,922,203.13	2,903,139.58-	19,063.55
06/25/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0	37,175.95		
06/27/25	8,655,000-	SOLD U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0 AT $100.8398 ON TRADE DATE 06/26/2025 TO SETTLE ON 06/27/2025 BANC OF AMERICA SECURITIES LLC	8,727,688.48	8,664,370.01-	63,318.47
06/27/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0	113,126.49		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/05/25	4,995,000-	SOLD U.S. TREASURY NOTES 4.875% 4/30/26 CUSIP 91282CKK6 AT $100.6094 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/05/2025 RBC DAIN RAUSCHER INC.	5,025,438.28	5,032,462.50-	7,024.22-
06/05/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.875% 4/30/26 CUSIP 91282CKK6	23,821.26		
06/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 5/31/26 CUSIP 91282CKS9 INTEREST ON 15,790,000.000 UNITS	384,881.25		
06/05/25	15,790,000-	SOLD U.S. TREASURY NOTES 4.875% 5/31/26 CUSIP 91282CKS9 AT $100.6719 ON TRADE DATE 06/04/2025 TO SETTLE ON 06/05/2025 RBS/EQUITY FINANCE	15,896,089.06	15,912,125.78-	16,036.72-
06/05/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.875% 5/31/26 CUSIP 91282CKS9	10,515.88		
06/16/25		INTEREST RECEIVED USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4 $0.00389/PV ON 5,040,569.82 PV DUE 6/15/25	23,438.65		
06/16/25	392,346.83-	PAID DOWN USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4 AT $29.2586 ON TRADE DATE 06/15/2025 TO SETTLE ON 06/16/2025	392,346.83	392,278.17-	68.66

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/20/25		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 6/20/25	25,893.75		
06/25/25		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 6/25/25	21,493.34		
06/26/25		INTEREST RECEIVED WALMART INC 3.550% 6/26/25 CUSIP 931142ED1 INTEREST ON 5,700,000.000 UNITS	101,175.00		
06/26/25	5,700,000-	MATURED WALMART INC 3.550% 6/26/25 CUSIP 931142ED1 AT $100.0000 ON TRADE DATE 06/26/2025	5,700,000.00	6,011,847.00-	311,847.00-
		ENDING BALANCE	**0.00**	**1,168,899,832.93**	

INVESTMENT AND INSURANCE PRODUCTS ARE:
- **NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY FEDERAL GOVERNMENT AGENCY**
- **NOT A DEPOSIT, OBLIGATION OF, OR GUARANTEED BY ANY BANK OR BANKING AFFILIATE**
- **SUBJECT TO INVESTMENT RISKS AND MAY LOSE VALUE, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED**

25-705 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action on the Santa Clara Convention Center FY 2024/25 3rd Quarter Financial Status Report

COUNCIL PILLARS
Promote and Enhance Economic, Housing and Transportation Development
Enhance Community Engagement and Transparency
Promote Sustainability and Environmental Protection

BACKGROUND
On February 5, 2019, the City of Santa Clara approved an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to operate the Santa Clara Convention Center (SCCC). Spectra began management of the SCCC on March 18, 2019. In November 2021, Spectra merged with Oak View Group (OVG) but continues to operate under the same legal entity.

Staff is transmitting OVG's SCCC status report to City Council for compliance with agreement terms.

DISCUSSION
This Report to Council transmits OVG's SCCC Financial Status Report for the 3rd quarter ending March 31, 2025 (attached). This report is unaudited and, therefore, subject to change.

OVG's report provides an overview of the SCCC's financial, operational, and strategic performance for the third quarter for FY 2024/25.

The financial summary of the report indicates that OVG exceeded net income goals by $542,373, netting $416,156 rather than the projected loss of ($126,217). This was a result of strong performance in electrical, rental, audio/video [AV], and overall service revenue, contributing to a positive variance in gross revenue, combined with ongoing operational cost control measures, despite hosting five fewer events than budgeted.

The rolling forecast included in the report is the Q3 estimate of financial results for the fiscal year based on the number of 'definite' events and events in the pipeline. Definite events are booked events with an executed license agreement for use of the SCCC (inclusive of services such as food & beverage, IT support, audio/video [AV], etc.) and an executed hotel agreement for room nights, as applicable. Events in the sales pipeline are the prospects that are highly likely to book and host their event in the fiscal year. This is included to provide a more accurate forecast of SCCC revenues moving forward. While the forecast currently demonstrates a gain of $592,859 at the end of the fiscal year, it only provides a financial snapshot of a specific point in time. The forecast regularly fluctuates depending on daily sales activity, including but not limited to changes in the number of incoming leads, the number of new short-term bookings (events that can be booked within a six to nine-month

window), and the number of cancellations or rescheduled events.

In comparison to the same reporting period in previous fiscal years, OVG forecasted a year-end loss of $397,933 for FY 2022/23 and a year-end loss of $251,606 for FY 2023/24. However, both fiscal years ultimately closed with net incomes of $2.4M and $2.5M, respectively. OVG's current forecast presents a year-end gain of $592,859, which shows an improvement compared to the Q2 forecast. This is mainly due to the inclusion of events in the sales pipeline.

At the time the Q3 report was submitted, OVG was expecting a deficit for the remainder of FY 2024/25. As of March 31, 2025, the Center, in collaboration with its partners Levy and the DMO, had 115 active prospects in the SCCC pipeline. The partners issued contracts for 73 events (tentative) during the quarter and secured contracts for 73 events (definite). Based on the projections at the end of Q3, revenues for the remainder of FY 2024/25 were expected to result in a $118,420 loss, bringing the overall projected profit for the fiscal year to $592,859. Since the submission of the Q3 report, the City has had subsequent meetings with OVG to review April and May preliminary financial results and tentative June financial numbers. Based on the most recent projections, OVG currently anticipates ending the fiscal with a net profit of approximately $1.3 million.

Financial Summary

	Quarter Ended March 31, 2025			**Quarter Ended March 31, 2024**		
	Budget	**Actual**	**Overage (Underage)**	**Budget**	**Actual**	**Overage (Underage)**
Gross Revenue	$3,861,620	$4,333,873	$472,253	$3,511,801	$4,198,314	$686,513
Total Expense	$3,987,837	$3,917,717	($70,120)	$3,638,745	$3,821,187	$182,442
Net Income	($126,217)	$416,156	$542,373	($126,944)	$377,127	$504,071

In summary, for the 3rd quarter ending March 31, 2025, OVG reported a net operating gain of $416,156, compared to a net operating gain of $377,127 for the 3rd quarter of FY 2023/24.

Total revenues for FY 2024/25 3rd quarter were $4,333,873, or $472,253 more than the budgeted revenues of $3,861,620. Total expenses for FY 2024/25 3rd quarter were $3,917,717 or $70,120 less than the budgeted amount of $3,987,837. Additionally, OVG recognized $66,754 of other revenue in the 3rd quarter, primarily from cancellation fees and interest income.

The difference in event bookings between the two periods was minimal, with FY 2024/25 hosting five fewer events than the prior year. Expenses in the 3rd quarter 2024/25 were higher than 3rd quarter 2023/24. Net income for the quarter was $416,156, compared to $377,127 in the previous year.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The net operating gain incurred by the Convention Center for the 3rd quarter FY 2024/25 is $416,156. This amount does not include any fiscal impact related to TOT, TID, and/or sales tax activity. Any funds generated from operations are allocated and programmed in the Convention Center Enterprise Fund for operations and capital improvement projects as part of the annual budget process

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Santa Clara Convention Center Financial Status Report for the 3rd Quarter ending March 31, 2025, as submitted by Oak View Group (OVG).

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. SCCC Activity Report for 3rd Quarter FY 2024/25



SANTA CLARA
CONVENTION CENTER

FY 2024/25 QUARTERLY REPORT – 3rd Quarter Ended March 31, 2025

April 25, 2025

OVG
OAK VIEW GROUP

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Santa Clara Convention Center is strategically located in the heart of Silicon Valley. The Convention Center offers a prime setting for conventions, trade shows, and exhibitions. The venue is just minutes from hotels, restaurants, Levi's® Stadium, California's Great America, and some of the world's leading technology companies. With convenient access to major freeways and the Norman Y. Mineta San José International Airport, it is also only 45 miles south of San Francisco.

The Convention Center features 100,000 square feet of exhibit space, a 22,400-square-foot ballroom, 31 breakout rooms, and a 607-seat theater, attracting over 300,000 visitors annually. As a key economic driver for the region, it contributes significantly to the local economy through attendee spending and supports over 500 local jobs.

For more information, visit www.santaclaraconventioncenter.com.

3rd Quarter Highlights

This quarterly report covers fiscal operations of the Santa Clara Convention Center for the third quarter ended March 31, 2025. This report is unaudited and, therefore, subject to change.



100,120
Total Attendance



59
Total Events



$4,333,873
Total Revenue

Strategic Highlights

During the third quarter of FY 2024/25, the Santa Clara Convention Center (the Center) continued executing key strategic initiatives that focused on preparing for major upcoming events, supporting capital project delivery, and refining internal operations. In February, the General Manager (GM) and Director of Events attended the Future Host City Conference in New Orleans to support Santa Clara's planning efforts for Super Bowl LX (SBLX) in 2026. OVG also continued collaboration with the Bay Area Host Committee (BAHC), including follow-up discussions and submission of a draft contract related to FIFA World Cup use of the facility. In March, the GM submitted presentation materials and summary bullet points to the Assistant City Manager in support of a City Council update on SBLX-related activity.

Throughout the quarter, OVG maintained regular coordination with key stakeholders through weekly meetings with Levy, Discover Santa Clara® (the DMO), Smart City, and Pinnacle Live, focused on addressing rebooking, cancellations, prospect management, and event operations. The GM participated in multiple planning sessions with OVG Global Partnerships, including a walkthrough of the facility and follow-up meetings to evaluate branding and venue opportunities. These meetings were fact-based and centered on existing projects or operational updates.

Capital improvement planning remained active. The Grand Ballroom Airwall Replacement Project was completed, with final punch list items reviewed and processed for payment. The digital signage project continued moving forward, with the Director of Operations updating the installation calendar and coordinating ceiling hatch access and infrastructure. The Kitchen Refresh, Tech Café, and Stand B project advanced through a final page-turn meeting and was prepared for Request for Bid (RFB) posting. Additionally, roofing, and electrical assessments were forwarded to the Assistant City Manager for

review. In March, OVG and the City began exploring the feasibility of a roof top solar project for the facility.

Operationally, several internal priorities were addressed. In February, OVG finalized a three-year agreement with Teamsters Local 2785, following several months of negotiations. Safety planning continued through regularly scheduled Safety Committee meetings and walkthroughs, with staff participation noted across all three months of the quarter. New or revised Standard Operating Procedures (SOP) were developed for Event Manager authority during events and for outside/after-hours security procedures, and these were distributed internally. Additionally, the GM and operations staff participated in training and testing for new financial software and reviewed options for upgrading the Center's event management systems.

Marketing and outreach strategies also progressed. The GM and the DMO's Director of Marketing met with Visiting Media to discuss a virtual tour shot list for the Center. This effort is intended to support online marketing and help promote the Center to prospective clients. The Sales Coordinator, under the oversight of the Senior Director of Sales, continued maintaining the Center's website calendar, and social media activity remained steady, with event-related content shared throughout the quarter, including promotional posts for events like Hype Con, the Travel & Adventure Show, and the Silicon Valley Auto Show.

Financial Highlights

The quarter started slowly with losses in January and February, however both months did reflect a positive variance to the budgeted losses. However, March showed a significant turnaround, generating a net income of $528,141, which exceeded the monthly budget projection by $198,635. Gross revenue for Q3 reached $4,333,873 or 112.2% of the budgeted $3,861,620, reflecting a positive variance of $472,253. Event expenses were slightly over budget, but indirect expenses were under budget. The overall total expenses were $3,917,717, $70,120 less than the budgeted amount of $3,987,837. Overall, the net income for Q3 was a profit of $416,156, surpassing the projected loss of $126,217 by $542,373.

Event Highlights

A total of 59 events were hosted during the third quarter of FY 2024/25, five fewer than the budgeted 64. In total, 51 potential events across January, February, and March opted not to move forward and are not holding future dates. Despite the reduced volume, the Center's event mix remained strong, and attendance exceeded expectations due to several high-profile public and industry events.

January included 14 events, with a notable concentration in trade and corporate events. The month's total attendance was estimated at 24,750, exceeding the budgeted forecast

by more than 7,000 attendees. The featured event was DesignCon, a well-established technology and engineering conference that brought together industry leaders, engineers, and designers focused on high-speed communications and system-level design. The multi-day event featured technical sessions, networking opportunities, and an expansive exhibit floor, drawing professionals from across the semiconductor and hardware sectors.

In February, the Center experienced a notable spike in attendance, largely due to the Silicon Valley Auto Show—one of the highest-traffic consumer events of the fiscal year. The show drew strong public interest, filling the facility with vehicle displays and vendor exhibits. As highlighted in the Event Services summary, this single event helped drive total monthly attendance to 44,700, far surpassing the budgeted projection of 11,232. The month's event lineup also included conventions, banquets, and corporate gatherings, with 16 events in total.

March was the busiest month of the quarter, with 29 events that showcased the Center's versatility and broad appeal. A standout was SNUG Silicon Valley, held March 19–20, celebrating its 35th year. This high-profile conference brought together Synopsys users and global partners including AWS, Microsoft, Samsung, TSMC, and GlobalFoundries. With more than 100 technical sessions covering AI, 3D-chip packaging, software-defined systems, and semiconductor innovation, SNUG remains one of the Center's largest and most technically sophisticated gatherings reinforcing Santa Clara's status as a premier destination for innovation-focused events. The month also featured a mix of industry conferences, consumer shows and local community events, driving strong attendance and sustained visibility

Sales activity and client engagement remained steady across the quarter. The sales team conducted 15 site visits, including with prospective clients such as IBTTA, Women in Product, Rocketship Schools, and Shor Media. Event proposals remained active, with 93 proposals issued during the three-month period.

Throughout the recent quarter, the Center has observed a notable shift in client behavior as event organizers are finalizing ancillary services such as AV, IT, and Food and Beverage (F&B) much closer to their event dates. According to industry publications, this is not an anomaly as tighter budgets and rising costs have led clients to delay final decisions on ancillary services to better manage expenses and to adapt to changing financial circumstances, thus making decisions later than in previous fiscal years.

Although the total number of events for the quarter fell short of budget, strong performance in electrical, rental, audiovisual, and overall service revenue contributed to a positive variance in event revenue. Conventions and trade shows were the top revenue drivers for the quarter, with sporting events following closely bolstered by 10 events in March alone.

Operational Highlights

- As mentioned above, 59 events were hosted during the third quarter: 14 in January, 16 in February, and 29 in March, supported by coordinated staffing and operations meetings conducted weekly across departments.
- OVG finalized and submitted the proposed two-year Operating Budget for FY 2025/26 and FY 2026/27 to the City, including revenue and expense projections across departments and partner services.
- A three-year agreement with Teamsters Local 2785 was finalized in February 2025 following a series of internal and external meetings. The agreement ensures stable labor relations through the end of the contract term.
- The Safety Committee met monthly throughout the quarter, holding planning meetings, walkthroughs, and compliance reviews in alignment with California safety requirements.
- Two new SOPs were issued: one clarifying Event Manager authority during events, and another outlining protocol for after-hours and external security operations.
- As of March 2025, OVG employed 35 total staff members, including 26 full-time and 9 part-time employees. Recruitment was active for several open positions, including Sales Manager, Sales Coordinator, Event Manager, Utility Engineer, and part-time Security Guards.

Other Noteworthy Highlights

- OVG held multiple planning and review meetings with Smart City and Pinnacle Live to prepare capital budgets, discuss FY 2025/26 performance targets, and review departmental service expectations.
- GM attended internal meetings with OVG Global Partnerships, including hosting facility walkthroughs and discussing assessments related to digital signage, branding, and sponsorship opportunities with the onsite Director.
- In March, OVG submitted Amendment #3 to the Verizon DAS Agreement to the OVG legal team for review. The amendment includes updated language related to Verizon's 5G hardware installation to prepare the Center for SBLX and the FIFA World Cup.
- Upon request, the GM submitted a three-year sales performance report to the City, documenting event trends, bookings, and event type breakdowns.
- OVG submitted its anticipated year end performance measures for FY 2024/25 KPIs.

Financial Summary

Financial Results

The financial performance for the period shows several positive trends in both revenue generation and expense management. Gross revenue totaled $4,333,873, coming in $472,253 above the budgeted $3,861,620. Net operating income landed at $416,156, which outperformed the budgeted loss of $126,217 by $542,373. Indirect expenses were also favorable, totaling $1,458,651, $201,639 under the budgeted $1,660,290. January 2025 posted a modest loss, but still delivered a positive budget variance of $324,471, despite hosting five fewer events than projected. Expenses were kept in check as well, coming in $78,137 below the budgeted $552,430. February also showed an overall loss but again beat the budget with a $19,267 positive variance. Indirect expenses for the month were $43,760 below the budgeted $552,430, reflecting continued cost awareness.

March 2025 delivered a strong performance, exceeding revenue projections by $198,635. This was driven by solid rental income and strong returns from AV and IT services. On the expense side, strategic cost control efforts including overtime reductions, staffing adjustments, and lower facility and admin costs played a key role in maintaining financial stability throughout the month.

Financial Summary – 3rd Quarter Ended March 31, 2025

	Projected in Budget	Actual	Difference
Gross Revenue	$3,861,620	$4,333,873	$472,253
Total Expense	3,987,837	3,917,717	70,120
Net Income	($126,217)	$416,156	$542,373

Total expenses for the quarter were $3,917,717or $70,120 less than the budgeted amount of $3,987,837. There was $66,754 of other revenue recognized in Q3 primarily from cancelation fees and interest income.

Income Statement

SANTA CLARA CONVENTION CENTER
QUARTERLY GROSS INCOME STATEMENT
For the Nine Months Ending March 31, 2025

	QUARTER 3			YEAR TO DATE		
	AMENDED BUDGET	ACTUAL	VARIANCE	AMENDED BUDGET	ACTUAL	VARIANCE
Number of Events	**64**	**59**	**(5)**	**187**	**148**	**(39)**
Number of Event Days	**142**	**149**	**7**	**407**	**363**	**(44)**
Attendance	**56,786**	**100,120**	**43,334**	**187,521**	**216,810**	**29,289**
Event Revenue						
Rental	984,951	1,083,326	98,375	3,154,194	2,752,280	(401,914)
Services	38,314	118,583	80,269	121,045	296,823	175,778
IT/Telecom	354,767	333,134	(21,633)	889,602	807,697	(81,905)
Food & Beverage	1,939,781	1,553,702	(386,079)	6,368,347	4,956,151	(1,412,196)
Audio Visual	60,362	656,902	596,540	1,140,566	1,135,794	(4,772)
Electrical	435,121	521,472	86,351	481,120	1,227,877	746,757
Total Event Revenue	**3,813,296**	**4,267,119**	**453,823**	**12,154,874**	**11,176,622**	**(978,252)**
Event Expenses						
Services	-	8,915	(8,915)	-	34,681	(34,681)
IT/Telecom	262,527	226,531	35,996	658,305	549,234	109,071
Food & Beverage	1,732,025	1,399,584	332,441	5,487,664	4,355,766	1,131,898
Audio Visual	43,968	488,060	(444,092)	761,675	742,388	19,287
Electrical	289,027	335,976	(46,949)	341,082	889,743	(548,661)
Total Event Expenses	**2,327,547**	**2,459,066**	**(131,519)**	**7,248,726**	**6,571,812**	**676,914**
Net Event Income (Loss)	**1,485,749**	**1,808,053**	**322,304**	**4,906,148**	**4,604,810**	**(301,338)**
Other Revenue	**48,324**	**66,754**	**18,430**	**144,690**	**283,945**	**139,255**
Total Net Event & Other Revenue	**1,534,073**	**1,874,807**	**340,734**	**5,050,838**	**4,888,755**	**(162,083)**
Indirect Expenses						
Executive	131,020	98,620	32,400	406,893	284,323	122,570
Finance	134,966	95,860	39,106	421,281	302,394	118,887
Event Services	137,684	102,329	35,355	417,438	316,538	100,900
Sales/Marketing	130,558	107,870	22,688	410,756	337,195	73,561
Operations	832,834	831,635	1,199	2,582,037	2,208,440	373,597
Overhead	293,228	222,337	70,891	879,685	728,586	151,099
Transition Costs	-	-	-	-	-	-
Total Indirect Expenses	1,660,290	1,458,651	201,639	5,118,090	4,177,476	940,614
Net Operating Income	(126,217)	416,156	542,373	(67,252)	711,279	778,531
Other Income/(Expense)						
Net Income	**(126,217)**	**416,156**	**542,373**	**(67,252)**	**711,279**	**778,531**

Event Statistics

A total of 59 events were hosted during the third quarter, slightly below the 64 budgeted but performance was strong across key sectors including conventions, trade shows, and sporting events. Events generated $4,267,119 in revenue and $2,459,066 in expenses. 'Trade Shows' and 'Conventions' generated the largest amount of revenue in the quarter.

Event Revenue

Event Net Revenue – 3rd Quarter Ended March 31, 2025

Event Types	Gross Revenue	Cost of Sales	Net Revenue
Banquets	$104,128	$78,347	$25,781
Meetings	407,984	266,700	141,284
Consumer Shows	190,303	57,867	132,436
Trade Shows	1,210,582	841,251	369,331
Conventions	1,666,443	1,076,505	589,938
Special Events	90,124	33,871	56,253
Miscellaneous Events	-	-	-
Sporting Events	597,555	104,525	493,030
Totals	**$4,267,119**	**$2,459,066**	**$1,808,053**

This quarter, there was a profit of $1,808,053. Revenues generated were higher than anticipated due to increased rental, services, audio-visual and electrical activity. Event expenses were lower in F&B and IT during the quarter.

Partners

Partner Revenue – 3rd Quarter Ended March 31, 2025

Partner	Gross Revenue	Cost of Sales	Net Revenue
Levy Restaurants	$1,553,702	$1,399,584	$154,118
Smart City (IT services)	333,134	226,531	106,603
Pinnacle (AV services)	521,472	335,976	185,496
Electrical	656,902	488,060	168,842
Totals	**$3,065,210**	**$2,450,151**	**$615,059**

Partner revenue for Q3 was $3,065,210. The cost of sales was $2,450,151, for a net profit of $615,059.

Indirect Expenses

OVG effectively managed costs, resulting in indirect expenses totaling $1,458,651 for the quarter, with significant savings achieved in Executive, Finance, Event Services and Overhead.

Departments	Expense Description	Indirect Cost
Executive	Senior personnel	$98,620
Marketing	Sales and marketing related	107,870
Finance	Finance and Human Resources	95,860
Events	Staff to manage events	102,329
Operations	Engineering, building services, security, and all other related expenses to operate the building	831,635
Overhead	Non-departmental expenses	222,337
Totals		**$1,458,651**

Previous Fiscal Year Comparison

Gross revenue for Q3 of FY 2024/25 totaled $4,333,873 reflecting an increase of $135,559 from the $4,198,314 reported in the same quarter of FY 2023/24. This variance is primarily due to seven more events in FY 2024/25, including one additional P4 during the same time. The largest contributor to the increase was electrical, which saw an increase of $218,600 in gross revenue over FY 23/24. Total expenses for Q3 of FY 2024/25 were $3,917,717, an increase of $96,530 from the $3,821,187 reported during the same period in FY 2023/24. This expense growth was due to the increase in events, especially electrical revenue. Consequently, net income for Q3 of FY 2024/25 was $416,156, which was higher than FY 2023/24 net income of $377,127 by $39,029. This variance underscores the impact of the increased rental and electrical numbers recorded during the quarter.

Through three quarters year to date, the Center has hosted 148 events compared to 165 events during the same period in FY 2023/24. While event volume is down year-over-year, attendance has remained resilient, with 216,810 guests so far this fiscal year, only about 16% below last year's total of 256,707, despite hosting 17 fewer events. Gross revenue for FY 2024/25 has reached $11.46 million, which is approximately $1.83 million below the $13.29 million earned by this point last year. However, it's important to note that FY 2023/24 included two unbudgeted events in October and November that generated $1.6 million in unexpected revenue. Expenses this year have been tightly managed, totaling $10.75 million compared to $11.73 million last year. This has contributed to a positive net income of $711,279, well above the budgeted projection of a $67,252 loss. This sets a stable foundation heading into the final quarter.

Quarter 3 Comparison

	Quarter Ended March 31, 2025			Quarter Ended March 31, 2024		
	Projected in Budget	Actual	Budgeted Overage / (Underage)	Projected in Budget	Actual	Budgeted Overage / (Underage)
Number of Events	64	59	(5)	53	52	(1)
Number of Event Days	142	149	7	134	132	(2)
Attendance	56,786	100,120	43,334	55,049	123,606	68,557
Gross Revenue	$3,861,620	$4,333,873	$472,253	$3,511,801	$4,198,314	$686,513
Total Expense	3,987,837	3,917,717	70,120	3,638,745	3,821,187	(182,442)
Net Income	($126,217)	$416,156	$542,373	(126,944)	$377,127	$504,071

YTD Comparison

	YTD Ended March 31, 2025			YTD Ended March 31, 2024		
	Projected in Budget	Actual	Budgeted Overage / (Underage)	Projected in Budget	Actual	Budgeted Overage / (Underage)
Number of Events	187	148	(39)	162	165	3
Number of Event Days	407	363	(44)	401	396	(5)
Attendance	187,521	216,810	29,289	183,304	256,707	73,403
Gross Revenue	$12,299,564	$11,460,567	($838,997)	$10,743,796	$13,293,617	$2,549,821
Total Expense	12,366,816	10,749,288	1,617,528	10,995,402	11,731,106	(735,704)
Net Income	($67,252)	$711,279	$778,531	($251,606)	$1,562,511	$1,814,117

Other Activities

In February, the GM and Director of Events traveled to New Orleans to attend the Future Host City Conference, a key industry gathering focused on operational planning and city coordination for large-scale events. Their participation was part of early-stage preparation for SBLX, and the trip provided valuable insights into transportation planning, public safety coordination, and civic engagement models successfully implemented by other host cities.

During the quarter, OVG submitted a draft contract for FIFA World Cup facility use to the Bay Area Host Committee. This preliminary document outlines proposed terms for venue access and operational coordination related to the global event.

In March, the GM also prepared and delivered presentation slides and supporting bullet points to the Assistant City Manager, contributing to a SBLX update for the Santa Clara City Council. These efforts reflect ongoing collaboration with City leadership to ensure readiness for both international events.

To support day-to-day operations and long-term planning, OVG conducted internal department head check-ins and budget review meetings throughout the quarter. These sessions focused on aligning staffing models, refining SOPs, and reviewing capital project timelines across the Operations, Sales, and Events departments.

Finally, OVG participated in preliminary training and platform demonstrations for new financial software and event booking systems currently under evaluation. These tools are being considered to improve efficiency, enhance reporting accuracy, and better integrate the Center's event planning lifecycle with financial tracking systems.

Key Performance Indicators (KPIs)

Gross revenue was $4,333,873 and net income was $416,156 for Q3. Through the third quarter, the event mix shows the Convention Center hosted six P3s, ten P4s and 43 P5s. The Center's sales team averaged 39 active prospects throughout the quarter. A decrease from an average of 97 in Q2. This is due to a large number of inactive prospects being removed from the Center's Customer Relations Management (CRM) System. With the clean-up of the system, OVG will see a decrease in the number of active prospects for the remainder of the year, however, the updated CRM system will provide more accurate reporting in the long term.

Sales activity remains strong through the third quarter of the fiscal year, with 114 leads generated through its online sales portal and website. The sales team also averaged 47.3 new prospects per month in the quarter. These "warm leads" represent the most promising business, as they demonstrate clear interest in the facility. In fact, the team was able to convert 33 pieces of business for this fiscal year from those prospects. However, we anticipate a slowdown in in-the-year-for-the-year bookings as we enter the fourth quarter, given that only three months remain in the fiscal year, and most groups typically secure their event dates further in advance.

OVG is unlikely to meet its top-line revenue target for FY 2024/25. While sales efforts will continue to pursue last-minute bookings, these opportunities naturally become more limited as the fourth quarter progresses. Nevertheless, we remain on track to exceed our amended net revenue goal for the year, thanks to disciplined management of indirect and overhead expenses. A reduction in the total number of events has also resulted in decreased event-related costs, further contributing to overall savings. As of the end of the third quarter, OVG has generated a profit of $711,279. Even with modest losses projected in the final quarter, we anticipate closing the fiscal year with a budget surplus exceeding $35,000.

Tracking room night consumption continues to be a challenge this year. The Center remains committed to working closely with the DMO and its hotel partners to improve accuracy in reporting. Updated training and contact lists are expected to enhance reporting in the fourth quarter with hopes of seeing higher room night pickups.

Economic impact figures remain ahead of pace and will exceed expectations for the year. The event mix presents an interesting trend. While specific targets may not be met, we are seeing an increase in larger events (P2s and P3s) and a reduction in smaller-scale events (P4s and P5s). This shift aligns with the long-term strategic goals of both the Center and the DMO.

The Center historically hosted two community events funded by the Center's corporate partners OVG and Levy. With the transition from Spectra to OVG, corporate funds are no longer available to support Frosty Fest or the spring/summer events. However, OVG and

Levy continue to work with multiple non-profit groups from throughout the City and County of Santa Clara.

KPI YTD results are reported below.

OVG Venue Management – Santa Clara Convention Center			
Performance Measures			
	2024/25 Target	**YTD**	**NOTES**
1. Convention Center Gross Revenue	**$18,193,013**	**$11,460,566**	
2. Net Income*	**$425,803**	**$711,279**	
3. Number of Room Nights Consumed	**32,738**	**12,185**	
4. Economic Impact	**$27,181,657**	**$35,939,242**	
5. Customer Service Survey Results *(overall satisfaction)*	**85%**	**-**	Reported at year-end. There is no survey mechanism in place as of May 2024
6. Event Mix at the Convention Center *(consumed)*			
Percent of P1 Events	**1.0%**	**0.00%**	
Number of P1 Events	**2**	**0**	
Percent of P2 Events	**2.0%**	**0.00%**	
Number of P2 Events	**4**	**2**	
Percent of P3 Events	**15.0%**	**11.49%**	
Number of P3 Events	**39**	**17**	
Percent of P4 Events	**20.0%**	**12.84%**	
Number of P4 Events	**50**	**19**	
Percent of P5 Events	**62.0%**	**74.32%**	
Number of P5 Events	**160**	**110**	
Total Events	**255**	**148**	
7. Community Benefit			
Number of collaborative, community-based events hosted at the Center	**2**	**0**	
Percent of Center employees that volunteer in the community	**60%**	**0%**	Reported at year-end
Percent of small, local and M/WBE businesses/vendors	**20%**	**0%**	Reported at year-end
8. Number of Prospects (active) *(non-cumulative)*	**220**	**86**	Average for the year of P3, P4, P5

**City Council approved a budget amendment in June 2024. The net income target increased from $425,803 to $555,632*

- Priority 1 (P1) Event: Large, multi-day convention or conference using the entire venue, extensive services (food & beverage, A/V, IT), and attracting significant out-of-town visitors staying across multiple hotels. Booking window: 18+ months.
- Priority 2 (P2) Event: Large, multi-day convention or conference utilizing most venue space and services with out-of-town visitors staying in multiple hotels. Booking window: 12–18 months.
- Priority 3 (P3) Event: Single or multi-day event with fewer attendees and visitors than P1 or P2 events (e.g., trade shows, smaller conferences). Booking window: 9–12 months.
- Priority 4 (P4) Event: One- or two-day event with mostly local attendees (e.g., graduations, smaller meetings). Booking window: 6–9 months.
- Priority 5 (P5) Event: Single-day event (e.g., banquets, galas, meetings). Booking window: 0-6 months.

Forecast

SANTA CLARA CONVENTION CENTER ROLLING FORECAST FY 2024/2025	ACTUAL YTD JUL - MAR FY 2025	PROJECTION APR - JUN FY 2025	TOTAL FINAL FYE 6/30/25	AMENDED BUDGET FYE 6/30/25	VARIANCE
# OF EVENTS	148	69	217	255	(38)
DIRECT EVENT INCOME	$3,272,885	$1,147,803	$4,420,688	$4,876,950	$(456,262)
ANCILLARY INCOME	1,331,925	683,351	2,015,276	2,404,268	(388,992)
TOTAL NET EVENT INCOME	**4,604,810**	**1,831,154**	**6,435,964**	**7,281,218**	**(845,254)**
OTHER INCOME	**283,945**	**80,000**	**363,945**	**193,014**	**170,931**
EXECUTIVE	284,323	140,570	424,893	551,746	126,853
MARKETING	302,394	152,598	454,992	572,630	117,638
FINANCE	316,538	143,098	459,636	562,508	102,872
EVENTS OPERATIONS	337,195	151,131	488,326	560,396	72,070
OPERATIONS	2,208,440	1,033,838	3,242,278	3,498,406	256,128
OVERHEAD	728,586	408,339	1,136,925	1,172,914	35,989
INDIRECT EXPENSES	**4,177,476**	**2,029,574**	**6,207,050**	**6,918,600**	**711,550**
OPERATING NET INCOME (LOSS)	**711,279**	**(118,420)**	**592,859**	**555,632**	**37,227**
NET INCOME (LOSS)	**$711,279**	**$(118,420)**	**$592,859**	**$555,632**	**$37,227**

As noted in the Q1 report, the rolling forecast previously only included definite events. To provide a more accurate forecast, events in the sales pipeline are now included (highly likely to book a future date with the historical conversion rate of leads to definite status being 40%).

The Center reported a profit of $711,279 through the third quarter of FY 2024/25, primarily driven by higher-than-expected electrical and rental revenues in the quarter, along with OVG's effective management of utilities by focusing on turning off lights and equipment in areas of the facility not being utilized. We have also canceled travel for the remainder of the year to reduce expense. Additionally, a couple of years ago, the Center implemented a credit card fee policy which has assisted OVG in reducing expenses to the City.

Based on current projections, revenues for the remainder of FY 2024/25 are expected to result in a $118,420 loss, bringing the overall projected profit for the fiscal year to $592,859. This is $37,227 above the budgeted profit of $555,632. These projections remain fluid, as the sales team continues to pursue short-term business opportunities, upsell ancillary services, and work closely with existing clients to increase event scope and spend. In addition, OVG is actively partnering with internal departments to identify cost-saving opportunities in event execution, staffing, and operations. These proactive

measures are aimed at reducing the projected fourth quarter deficit and positioning the Center to close the fiscal year in an even stronger financial position.

As of March 31, 2025 the Center, in collaboration with its partners Levy and the DMO, had 115 active prospects in the SCCC pipeline. During the quarter OVG received a total of 114 leads through its online sales portal, Cvent (31 leads), and the Center's website (83 leads). Of these 114 leads, 47 were declined for a variety of reasons: the event was too large to be accommodated in the facility, the anticipated revenue did not meet minimum thresholds, the request fell outside the applicable booking window, or the dates were not available due to already being booked by other clients. In a few cases, some leads chose not to proceed after their initial inquiry. The remaining 67 leads became active prospects. Some of these have since been confirmed and booked, while others are still under discussion and remain in the pipeline for future dates. These 67 leads contributed to the 142 new active prospects added this quarter. Of those 142 prospects, the sales team successfully converted 73 into definite bookings, 33 of which will take place during the current fiscal year, with the remaining 40 booked for future years. In the convention, meetings, and events industry, the typical conversion rate from prospect to definite booking falls between 20% and 35%. A rate above 40% is considered strong. The Santa Clara Convention Center's Q3 conversion rate of 51% exceeds the industry standard of 20–35%, reflecting both market competitiveness and the effectiveness of the sales team.

Sales Pipeline YTD Ended March 31, 2025	
Prospects	142
Tentative	73
Definite	73
FY Bookings	40

- Numbers noted above are inclusive of OVG, Levy and the DMO activity.
- Leads – Persons or companies that have expressed some level of interest in booking their event at the Center (submitted through the Center's website and its online sales generator, Cvent)
- Turndown – A lead that is not bid on due to any number of reasons, e.g., too big of an event, too small of an event, no dates available, outside of the booking window, etc.
- Prospects – Potential customers who expressed interest in booking their event at the Center, have been contacted and qualified by the sales team as having desirable criteria for an event at the Center such as: repeat business, size of the event fits in the venue, history of hotel needs that can be provided by SCTID hotels.
- Tentative – Potential customers who have space held at the Center in the process of confirming needs and pending the execution of a signed license agreement.
- Definite – Booked events with an executed license agreement for use of the Center (inclusive of services such as food & beverage, IT, audio/video [A/V], etc.) and an executed hotel agreement for room nights as applicable.

FY 2024/25 Capital Improvement Projects (CIP)

CIP Project Updates

- Restroom Refresh Project – Upgrades to the sinks in Exhibit Halls A through D were completed during the third quarter, along with the majority of improvements to the public restrooms throughout the Center. Two restrooms remain unfinished, as final coats could not be applied due to ongoing event activity. This remaining work is expected to be completed by mid-fourth quarter.
- Kitchen Renovations – OVG, Levy and 6th Dimension continued to collaborate and prepare the RFB documents for Main and Mission City kitchens, Stand B, and the Tech Café Updates. The partners held a page turn to review the information with members of the City prior to release of the documents on Bid Net Direct. RFB documents are due to 6th Dimension at the start of Q4.
- Grand Ballroom Air Wall Replacement Project – The Director of Operations coordinated with the vendor, BT Mancini, to complete the installation of the new air walls in the Grand Ballroom in January. Final punch list items were reviewed and addressed in coordination with the Hyatt. The contractor also provided hands-on training to the operations teams from both the Center and the Hyatt. The punch list was officially signed off by both parties in February, marking the project as complete.
- Solar Feasibility Meeting – In March, the GM met with representatives from the City Manager's Office, OVG Global Partnerships, and an energy solutions company specializing in solar and sustainability initiatives. The meeting served as an early-stage discussion about the potential for long-term solar installation at the Center. Information gathering will continue in the 4th Quarter.
- Interior Digital Signage Project – Significant progress was made on the interior digital signage project during the third quarter. Data cabling and most of the required electrical infrastructure were completed, and signage installation began. The Director of Operations coordinated timelines with both vendors providing access when available. Installation of signage also began in Q3. Work will continue to progress throughout Q4, working around event activity, and it is anticipated the project will be completed and operational no later than the end of Q4.

CIP Project Summary

Project Name	Status	Estimated Completion
Restroom Refresh	90% Complete	FY 2024/25 – Q4
Kitchen Renovations	RFB Issued Q4	TBD
Grand Ballroom Airwall	Complete	FY 2024/25
Digital Signage Project	75% Complete	FY 2024/25 – Q4
Solar Feasibility	Feasibility Stage	TBD

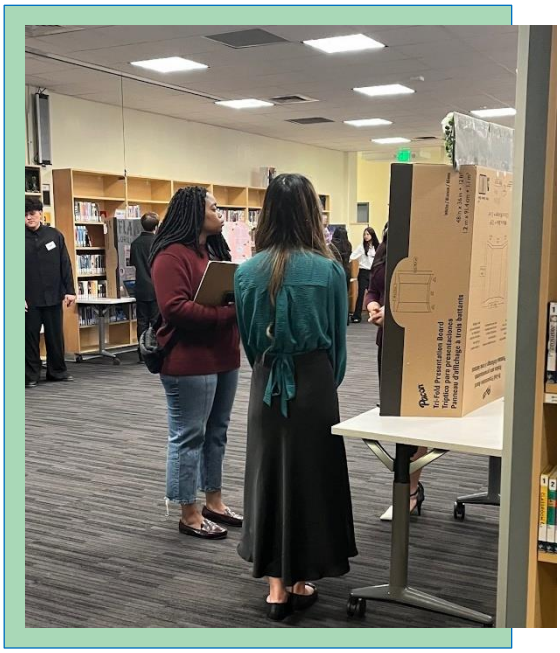
CIP Project Budget

Proj. #	Project Name	Phase	CITY/OVG 360 REVISED BUDGET	LEVY	TOTAL BUDGET	Actual Exp.	*Balance*
003	**Convention Center HVAC - BMS System Upgrade**	Completed FY 2019/20	$ 20,450	$ -	$ 20,450	$ 20,450	$ -
004	**Convention Center HVAC Portable A/C Units**	Completed FY 2020/21	$ 75,350	$ -	$ 75,350	$ 75,350	$ -
005	**Convention Center Security System**	Completed FY 2021/22	$ 172,831	$ -	$ 172,831	$ 172,831	$ -
006	**Convention Center Lobby Roof (Glass Pyramids) Assessment and Repair**	Completed FY 2021/22	$ 479,300	$ -	$ 479,300	$ 479,300	$ -
008	**Convention Center Interior Digital Signage and Display System**	Implementation	$ 1,160,386	$ -	$ 1,160,386	$ 987,885	*$ 172,501*
009	**Convention Center Interior Paint**	Completed FY 2021/22	$ 648,052	$ -	$ 648,052	$ 648,052	$ -
012	**Convention Center Riding Vacuum Purchase**	Completed FY 2019/20	$ 31,238	$ -	$ 31,238	$ 31,238	$ -
013	**Convention Center Carpet Replacement**	Completed FY 2021/22	$ 1,509,869	$ 228,817	$ 1,738,686	$ 1,764,091	*$ (25,405)*
014	**Balance - Contingency (Electrical Assessment)**	Completed FY 2023/24	$ 158,772	$ -	$ 158,772	$ 107,853	*$ 50,919*
015	**Kitchen/Tech Café/Stand B**	Implementation	$ -	$ 1,769,618	$ 1,769,618	$ 745,679	*$ 1,023,939*
016	**Roof Assessment**	Completed FY 2023/24	$ 90,000	$ -	$ 90,000	$ 17,500	*$ 72,500*
017	**Restroom Refresh**	Implementation	$ 600,000	$ -	$ 600,000	$ 343,423	*$ 256,577*
018	**Air Wall Replacement**	Completed FY 2024/25	$ 1,750,000	$ -	$ 1,750,000	$ 1,298,861	*$ 451,139*
		TOTAL	$ 6,696,248	$ 1,998,435	$ 8,694,683	$ 6,692,513	*$ 2,002,170*

Community Involvement

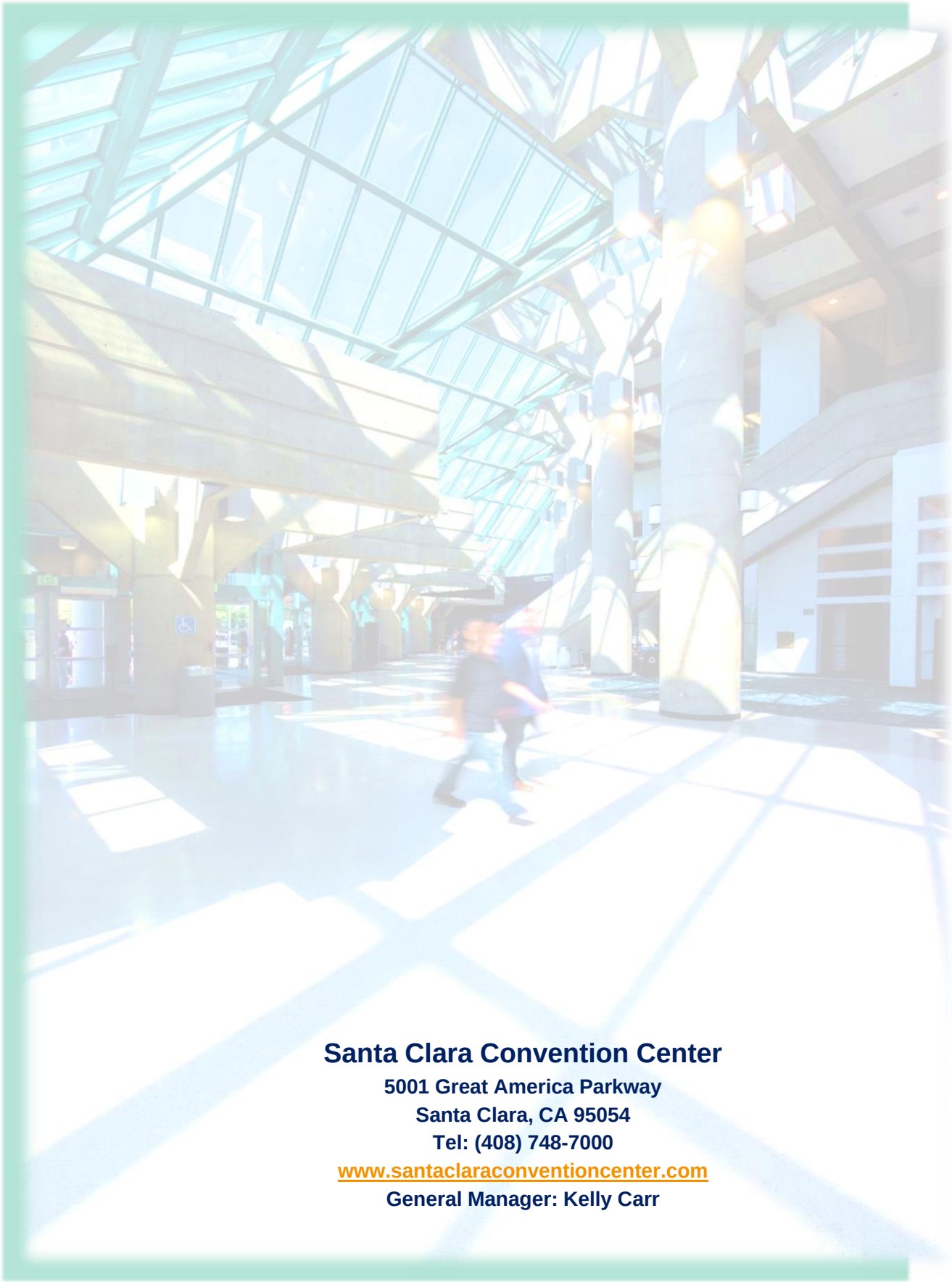
During the third quarter, OVG continued to prioritize meaningful engagement with the local community, reinforcing its role as a trusted partner in Santa Clara. With initiatives centered around education, sustainability, and outreach, the team remained focused on giving back and creating positive connections with residents. The Convention Center proudly took part in the following community-focused efforts:

- OVG leadership continued its long-standing engagement with the Milpitas High School Academy of Travel & Tourism program this spring, serving as mentors and judges for student projects. For over five years, OVG has proudly supported this initiative even stepping in during the pandemic to conduct virtual mock interviews from home. The team remains committed to inspiring and educating the next generation of hospitality professionals through meaningful mentorship and industry exposure.



- OVG began preliminary planning for possible community engagement initiatives for FY 2025/26 reviewing a list of potential organizations to partner with including:
    - YWCA Golden Gate Silicon Valley (a SCCC client)
    - Santa Clara Senior Center
    - Second Harvest of Silicon Valley
    - Open Space Authority Volunteer Program
    - Santa Clara County Parks Volunteer Program
    - First 5 Santa Clara County

As we look ahead, OVG remains steadfast in our commitment to building positive, lasting relationships with the community. Our goal is to not only serve as a premier event venue but also as a partner in the social and economic vibrancy of Santa Clara.



Santa Clara Convention Center

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Santa Clara, CA 95054
Tel: (408) 748-7000
www.santaclaraconventioncenter.com
General Manager: Kelly Carr

25-799 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action Authorizing the City Manager to Negotiate and Execute an Agreement for Design Professional Services with CSG Consultants, Inc. for the Corporation Yard Pavement Project (CIP 2432)

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City's approved Capital Improvement Program (CIP) is a carefully balanced program that reflects the City Council priorities and supports ongoing strategic investments in the City's infrastructure and facilities. Capital projects are prioritized based on several factors, including the condition of existing infrastructure, capacity needs, alignment with City goals, and the availability of funding.

The Adopted CIP includes the Corporation Yard Pavement Project (CIP 2432) for pavement repair and maintenance at the Utilities Corporation Yard (Yard). The purpose of the project is to increase the durability of the Yard's pavement and may include removal and replacement of distressed areas, application of asphalt seal coat systems, and/or full pavement replacement. The Yard is a shared facility used by multiple departments, including Silicon Valley Power (SVP), Public Works, Water & Sewer Utilities, and Finance (Warehouse). As the primary user of the facility, SVP is managing the full Yard Pavement Project for all affected departments.

On May 23, 2023 (RTC#23-472), the City Council approved an agreement with CSG Consultants, Inc. (CSG) to provide design professional services for pavement maintenance and rehabilitation projects citywide. CSG was selected through a competitive Request for Proposals (RFP) process conducted by the Department of Public Works (DPW).

DISCUSSION
SVP recommends entering into a new agreement with CSG for design professional services specific to the Yard Pavement Project. This new agreement leverages the previously completed solicitation conducted by Public Works, which resulted in CSG's selection. The scope of work for the Yard Pavement Project is consistent with the scope of the original RFP, which included services across multiple City locations.

The proposed agreement includes project management, data collection, civil engineering design, preparation of construction documents, support for public works bidding and construction, and project close-out. Three design options are under consideration: slurry seal with digouts, mill and fill with digouts, and complete replacement. These options vary in cost, allowing the City to select the most suitable option based on the initial engineering assessment.

The proposed agreement with CSG includes a maximum compensation not-to-exceed $380,000. This amount includes a contingency of $59,382. Compensation will be based on time and materials, except for subconsultant services which are at fixed price. The actual compensation amount could be lower depending on the results of the preliminary engineering evaluation and the design option selected by the City. The agreement includes prevailing wage requirements.

Approval of the recommendations would authorize SVP to enter into a separate agreement with CSG for design services specific to the Yard Pavement Project to proceed with design services that will address pavement failures and improve pavement conditions at the Yard.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment as the proposed actions only approve design, project management, and other services and do not authorize Corporation Yard Pavement Project or any other construction, repair, or improvement project.

FISCAL IMPACT

The proposed agreement includes a maximum compensation not-to-exceed $380,000 for design services. The Yard Pavement Project (Project 2432) in the Electric Utility Capital Fund is budgeted at $1.3 million in the FY 2025/26 Adopted Capital Budget, which is sufficient to cover the design services and a portion of anticipated construction costs. Additional budget appropriations will likely be required for the construction of the project. Any required actions, including cost sharing with other departments using the space will be brought forward to the City Council for approval of the project and associated budget after design.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the City Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to negotiate and execute an agreement with CSG Consultants, Inc. (Agreement) for Design Professional Services for the Corporation Yard Pavement Project (CIP 2432) for an initial term ending December 31, 2026, and a maximum compensation not to exceed $380,000, subject to the review and approval as to form by the City Attorney and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to (a) add or delete services consistent with their scope of services, (b) adjust future rates based on market conditions, (c) exercise up to two options to extend the term of the agreement through December 31, 2028, and

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(d) make de minimis revisions, subject to budget appropriations and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan Grogan, City Manager

25-87 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action to Delegate Authority to the City Manager to Authorize Ongoing Payments for the Existing Agreement with LCPtracker, Inc. for Labor Compliance Software and to Negotiate and Execute Future Agreements and Amendments

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
On June 21, 2018, the City Manager executed a Software Service Agreement with LCPtracker, Inc. (LCPtracker) to provide a cloud-based, software-as-a-service (SaaS) solution for tracking certified payroll information in compliance with the California Department of Industrial Relations (DIR) prevailing wage reporting requirements. The State of California mandates that contractors pay prevailing wages for construction, alteration, demolition, installation, or repair work performed under contracts paid in whole or in part by public funds and this program is managed by DIR.

The City uses the LCPtracker system to verify that contractors are paying the required prevailing wages to their employees based on scope performed by the employee. This system is a critical tool for City staff to monitor contractor compliance with prevailing wage laws.

The LCPtracker agreement is renewed annually and fees are based on the value of projects loaded in the system. Currently, the system includes more than $250 million in active projects, largely due to the significant number of projects associated with Silicon Valley Power's system expansion plan. As a result, the total cost of the agreement is projected to exceed $250,000. Since 2018, the City has paid $240,000 for the LCPtracker system.

DISCUSSION
The Purchasing Division Manager has determined that this procurement is exempt from the sole source prohibitions under 2.105.280(b)(2) of the Santa Clara City Code as this renewal of LCPtracker is necessary to ensure continued operation and function of existing systems currently in use by the City. The LCPtracker system is integral to the City's prevailing wage compliance efforts and has been in use since 2018. Staff is requesting authorization to increase the total maximum compensation under the agreement to $700,000 for the period of June 2018 through July 31, 2030. This is based on future needs including Silicon Valley Power's system expansion plan totaling over $500 million, as well as those Citywide projects supported by the voter-approved bond measure. This amount includes approximately $240,000 already paid to date and an estimated $460,000 in projected costs through July 31, 2030.

Of the estimated $460,000 in future costs, approximately $318,000 is allocated for annual

subscription fees based on the current annual cost of approximately $53,000 per year. The remaining $142,000 is contingency funding for training, special technical support services, and additional increases in software subscription fees due to additional projects loaded into the system. Staff regularly reviews project entries to remove completed or inactive projects to help manage subscription costs.

A breakdown of the compensation is provided in Table 1 - LCP Tracker Compensation Summary below.

Table 1 - LCPtracker Compensation Summary

Description	Amount
Amount Paid to Date (2018 - 2024)	$240,000
Estimated Annual Subscription Fees (2025 - 2030)	$318,000
Contingency for Training, Support, and Additional Subscription Fees (2025 -2030)	$142,000
Maximum Compensation Amount (2018-2030)	**$700,000**

While no specific action is required on the underlying agreement, which renews automatically, LCPtracker may request to update the terms of the agreement in the future. As a cloud-based technology solution, updates may be necessary to address evolving system functionality and security standards. Therefore, staff is also requesting authorization to amend the existing agreement or enter into a new agreement with LCPtracker, provided that the total not-to-exceed compensation of $700,000 is not exceeded.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment.

FISCAL IMPACT

The cost for the LCPtracker solution is shared between Silicon Valley Power, Public Works, Sewer Utility, and Water Utility. Sufficient funds for the LCPtracker and associated services are available in the FY 2025/26 and FY 2026/27 Operating Budget for all impacted departments. Cost for future years will be addressed in the applicable budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

1. Authorize the City Manager or designee to authorize ongoing payments under the agreement with LCPtracker, Inc. for labor compliance software and related services, for a total maximum compensation of $700,000 for the period of June 2018 through December July 31, 2030, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the existing agreement with LCPTracker, Inc. and negotiate and execute amendments to (a) add or delete services, (b) adjust future rates based on market conditions, and (c) make de minimis changes, subject to budget appropriations and the review and approval as to form by the City Attorney; and
3. If required to maintain the service, authorize the City Manager or designee to negotiate and execute a new agreement with LCPtracker, Inc., provided the total maximum compensation of $700,000 is not exceeded, subject to budget appropriations and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENT

1. Software Service Agreement with LCPtracker

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this 21ST day of JUNE, 20 18 between LCPtracker, Inc. ("LCPtracker" herein) and the City of Santa Clara ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein. LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in Section 6.1, as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Section 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

Date of, or condition upon which license begins

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

LCPtracker shall indemnify and hold harmless LCPtracker's Client and its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, liability, damages, expense (including reasonable attorneys' fees and other litigation costs), or any other loss, for which LCPtracker's Client shall become liable arising from LCPtracker's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are Schedules One and Two. Schedule One contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule One. Below is a list, by Schedule One letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at Section 5.4. LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the Schedule One letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of Schedule Two.

B, F5

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's Client promises that it will not disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner of

communicate Confidential Information to anyone other than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information. LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's actions were in compliance with federal or state laws or court order.

Section 10.1. Proprietary Information. Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software will perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Limitation on Remedies. In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred. LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not be construed as a waiver of any right(s).

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

City of Santa Clara
City Manager's Office
1500 Warburton Ave
Santa Clara, CA 95050

Dated: 6/21/18

Client (Printed Name of Entity)

Deanna J. Santana

Individual Signing for Client (Printed)

ATTEST:

For Acting City Clerk

CITY MANAGER

Job Title of Individual Signing for Client

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

Individual Signing for Client (Signature)

Dated: 5/25/18

MARK S Douglas

Individual Signing for LCPtracker (Printed)

CEO / President

Job Title of Individual Signing for LCPtracker

Individual Signing for LCPtracker (Signature)

EXHIBIT A
SCHEDULE ONE & SCHEDULE TWO

Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at Section 6.1 is a list of the "Schedule One Letter (and if applicable, subcategory number) Designation(s)" for each service that LCPtracker is hereby licensing to LCPtracker's Client, designated in the main body of this Agreement. The terms of payment are on Schedule Two.

Letter Designation for Service	Service	Price
A.	Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	$3,950
B.	Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) **One day of in person training at LCPtracker's Client's location**; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	$5,950

C.	Start-up fee, National Prime Contractor Account, with onsite, in person training. The start-up fee pays for the following LCPtracker service: (1) Configuration and setup of administrative account/database; (2) 2 Onsite sessions with LCPtracker Project Manager; (3)3 Administrative web training sessions for new staff or software updates during the year; (4) 10 Exclusive, web-based contractor training sessions; (5) Unlimited, non-exclusive Contractor web training sessions as reasonably scheduled by LCPtracker; (6) Initial prevailing wage data load (up to 24 hours of load time); (7) Current process review; (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	**$15,000**
D.	National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	**$2,500**
E.	National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) **One day of in person training at LCPtracker's Client's location**; (5) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (6) One prevailing wage data load (up to eight hours of load time); (7) Training and consulting regarding how to load prevailing wage data; (8) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (9) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may	**$4,000**

	be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.			
F.	Bulk project license fee, for LCPtracker. The bulk project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	$5 million	$3,250
		2	$10 million	$6,250
		3	$25 million	$9,500
		4	$50 million	$16,500
		5	$100 million	$21,750
		6	$200 million	$27,750
		7	$300 million	$35,000
		8	$400 million	$41,250
		9	$500 million	$48,500
		10	$750 million	$54,500
		11	$1 billion	$60,750
		12	$2 billion	$70,000
		13	$4 billion	$100,000
		14	$6 billion	$128,750
		15	$8 billion	$156,500
		16	$10 billion	$183,250
		17	Please Note: For Bulk Contracts $2 Billion & Above, you can choose to increase your level in $500 million increments.	Base Level Cost ($70k/$100k/$128.75k/ $156.5k/$183.25k) + $7,750 per each additional $500 million.
G.	Single project license fee, for LCPtracker. The single project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	$5 million	$1,000
		2	$10 million	$2,250
		3	$25 million	$3,250
		4	$50 million	$4,250
		5	$100 million	$6,250
		6	$250 million	$9,250
		7	$500 million	$11,250
		8	$ 1 billion	$13,500
		9	$ 2 billion	$16,500
		10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level.	$16,500 + $3,000/each additional $500 million over $2 billion.
H.	Bulk project license fee, for Daily Reporter. The bulk project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	$5 million	$1,625
		2	$10 million	$3,125
		3	$25 million	$4,750
		4	$50 million	$8,250
		5	$100 million	$10,875
		6	$200 million	$13,875
		7	$300 million	$17,500
		8	$400 million	$20,625
		9	$500 million	$24,250
		10	$750 million	$27,250
		11	$1 billion	$30,375
		11	$2 billion	$35,000
		12	$4 billion	$50,000
		13	$6 billion	$64,375
		14	$8 billion	$78,250
		15	$10 billion	$91,625
		16	Please Note: For Bulk Projects $2 billion and above, you can choose to	Base Level Cost ($35k/$50k/$64.375k/ $78.25k/$91.625k) +

			increase your level in $500 million increments.	$3,875 per each additional $500 million.
I.	Single project license fee, for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	$5 million	$500
		2	$10 million	$1,125
		3	$25 million	$1,625
		4	$50 million	$2,125
		5	$100 million	$3,125
		6	$250 million	$4,625
		7	$500 million	$5,625
		8	$1 billion	$6,750
		9	$2billion	$8,250
		10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level..	$8,250 + $1,500/each additional $500 million over $2 billion.
J.	Bulk project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	$5 million	$325
		2	$10 million	$625
		3	$25 million	$950
		4	$50 million	$1,650
		5	$100 million	$2,175
		6	$200 million	$2,775
		7	$300 million	$3,500
		8	$400 million	$4,125
		9	$500 million	$4,850
		10	$750 million	$5,450
		11	$1 billion	$6,075
		11	$2 billion	$7,000
		12	$4 billion	$10,000
		13	$6 billion	$12,875
		14	$8 billion	$15,650
		15	$10 billion	$18,325
		16	Please Note: For Bulk Projects $2 billion and above, you can choose to increase your level in $500 million increments.	$18,325 + $775 per each additional $500 million over $2 billion.
K	Single project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	$5 million	$100
		2	$10 million	$225
		3	$25 million	$325
		4	$50 million	$425
		5	$100 million	$625
		6	$250 million	$925
		7	$500 million	$1,125
		8	$1 billion	$1,350
		9	$2billion	$1,650
		10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level..	$1,650 + $300/each additional $500 million over $2 billion.
L.	Interfaces to external client systems. This license to interface to an external client system allows data from			

	client's financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate. a. Creation of external interface (per data group, i.e., project, contractor or payroll data) b. Maintenance of external interfaces	**$5,950/interface** **$1,950/year/interface**
M.	Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas. a. Set up fee (one-time) b. Annual license fee (includes one (1) update to map per year) c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas)	**$2,500/geographic area** **$2,500/geographic area** **$2,500/geographic area**
N.	Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker's client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) "craft match" for California vs. Davis-Bacon wage comparison s; and, (e) notify LCPtracker, of terminations of applicable wage decisions.	**$75/hour**
O.	Training of additional administrators for existing LCPtracker's Clients, via the internet. Under this service, LCPtracker, will train, via the internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. a. 2 Sessions b. 1 Session	**$1,250/2 sessions** **$625/session**
P.	Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at **LCPtracker's Client's location**, additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	**$1,500/session**
Q.	Direct Payroll Interface. Under this service, LCPtracker's Client can automatically enter payroll information. a. Development of new DPI model b. Update to existing model	**$595/contractor** **$250/model**
R.	Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The	**$525/DVD (excluding tax)**

	data to be included is within the sole discretion of LCPtracker.	
S.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects. a. Monthly fee b. Annual fee	 **$100/month** **$1,200/year**
T.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.	**$250/web session**
U.	Development, customization, and other similar software related services	**$275/hour**
V.	Flat Rate Travel Fee, for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.	**$950**

Schedule Two

This attachment contains the pricing terms.

a) Unless otherwise stated, the prices stated in Schedule One cover one year of service.

b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives written notice prior to the renewal date that it does not want such renewal.

c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:

1.) *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);

2.) The Construction Cost increases beyond the previously purchased level at the time of renewal;

3.) Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both

Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)

4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of Schedule One applies.)

5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, the client may request to reduce the LCPtracker level which was purchased for the preceding year. The lower construction level will be invoiced."

d) Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:

1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.

e) Fees for those services stated in "A", "B", "C", "D", "E", "L-a", and "M-a" are one-time fees that are due on the date of this contract.

f) Fees for those services stated in "F", "G", "H", "I", "J", "K", "L-b", and "M-b" on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.

g) Fees for those services stated in "M-c", "N", "O-a", "O-b", "P", "Q-a", "Q-b", "R", "S-a", "S-b", "T", "U", and "V" on Schedule One are due at the time the service is delivered.

h) LCPtracker's Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.

i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker's Clients of such changes.

i) LCPtracker's Client may request an audit of the accuracy of the Licensed Software's performance as to LCPtracker's Client. If such an audit is requested a charge of $200/hour will be charged to LCPtracker's Client for staff and resources used by LCPtracker to honor such a request.

///

25-482 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action to Authorize the City Manager to Execute an Agreement with Intelligent Technologies and Services, Inc. for Maintenance, Inspection, and Testing Services for Silicon Valley Power's Fire Alarms, Smoke Detectors, Fire Suppression, and Extinguisher Systems

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City's Electric Utility, Silicon Valley Power (SVP), is responsible for maintaining several facilities including two power plants and 35 substations. These facilities are equipped with over 400 fire alarms, smoke detectors, fire suppression, and extinguisher systems. All of these systems require regular maintenance, inspection, and testing services (performed quarterly, semiannually, or annually) to ensure proper operation and compliance with safety standards.

The services are required under regulations established by the National Fire Protection Agency (NFPA) and the International Electrotechnical Commission (IEC). Regular maintenance is crucial to identify and correct system issues, respond to regulatory changes, and ensure the systems are functioning properly. To meet these safety and compliance requirements, SVP contracts with qualified vendors to perform these critical services.

DISCUSSION
Pursuant to City Code Section 2.105.140(c), a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value." The RFP for Fire Suppression, Alarm, and Gas Detection Preventative Maintenance, Inspection, and Testing Services was published on the City's e-procurement system. Four proposals were received from the following firms:

- ADT Commercial LLC
- HCI Systems, Inc.
- Intelligent Technologies and Services Inc. (Intelligent)
- ORR Protection Systems, Inc.

The proposals were independently evaluated by a three-member evaluation panel against the criteria and weights published in the RFP, including experience, technical capability, and cost. Staff conducted a Best and Final Offer (BAFO) with Intelligent, resulting in a cost savings of approximately $18,000 annually for the City.

At the conclusion of the evaluation, the panel recommended Intelligent as the best value proposal.

Intelligent demonstrated extensive experience in providing fire suppression, alarm, and gas detection services.

Summary of Proposed Agreement: The proposed agreement with Intelligent provides maintenance and support services for fire alarms, smoke detectors, fire suppression, and extinguisher systems across SVP facilities. The initial term is five years starting on September 1, 2025, and ending on August 31, 2030, with a maximum compensation of $1,500,000.

The agreement includes fixed rates for routine maintenance, inspection, and testing services for existing systems and the rates for each service will remain unchanged for the first three years. After that, Intelligent may request a price adjustment, capped at 2% per year. The agreement includes provisions to add new substations or systems and a process for approval of repair and other as-needed services which will be quoted separately and are included in the maximum compensation.

Prevailing wages apply to certain work under the agreement. The City will only pay for actual services rendered.

The proposed agreement includes a one-year option to extend the term through July 31, 2031.

Table 1 - Compensation Summary

Cost Elements	**Amount**
Routine Services: Years 1 - 5 (~$160,000 per year)	$800,000
As-Needed Services: Years 1 - 5 (~$140,000 per year)	$700,000
Total (Initial 5-Year Term)	**$1,500,000**
Year 6 Services + Contingency Funds	$500,000
Maximum Compensation (6 Years)	**$2,000,000**

ENVIRONMENTAL REVIEW

Staff recommend that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act (“CEQA”) pursuant to section 15301 of Title 14 of the California Code of Regulations as the services involve maintenance and repair of existing facilities and mechanical equipment.

FISCAL IMPACT

Sufficient funds are available in the FY2025/26 Adopted Operating Budget in the Electric Utility Operating Fund and Capital Budget where applicable for as needed services. Funding for future years will be requested through the normal budget process.

COORDINATION

The report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, or by email to: clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Intelligent Technologies and Services Inc. (Agreement) for maintenance, inspection, and testing services for Silicon Valley Power's fire alarm, smoke detectors, fire suppression systems, and extinguishers for a five-year term starting on September 1, 2025, and ending on August 31, 2030, with a maximum compensation not to exceed $1,500,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, and to negotiate and execute amendments to the Agreement to (a) exercise a one-year option to extend the term of the agreement through July 31, 2031, (b) increase the maximum compensation by $500,000 for a total maximum compensation of $2,000,000 for the six-year term to be funded by the SVP Operating or Capital Fund as applicable, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proposed Agreement with Intelligent Technologies and Services Inc.

EBIX Insurance No. S200005468

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND INTELLIGENT TECHNOLOGIES AND SERVICES, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Intelligent Technologies and Services, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITAL

A. City desires to secure the services of Contractor to provide maintenance, inspection, and testing services for fire alarm, smoke detectors, fire suppression systems, and extinguishers ("Systems") for the City's electric utility (Silicon Valley Power) more fully described in this Agreement, in Exhibit A, entitled "Scope of Services" ("Services");

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2025 and terminate on August 31, 2030, ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional year through August 31, 2031 ("Option Period") as determined by City. Such extension of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Period shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such

services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **One Million Five Hundred Thousand Dollars ($1,500,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work outside the scope of the Services, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit

determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Contractor addressed as follows:

Intelligent Technologies and Services, Inc.
1031 Serpentine Lane, Suite 101
Pleasanton, CA 94566
and by e-mail at support@gotoitsi.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

[SIGNATURES ON NEXT PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INTELLIGENT TECHNOLOGIES AND SERVICES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Frank Peluso

Title: General Manager

Principal Place of Business Address: 1031 Serpentine Lane, Suite 101, Pleasanton, CA 94566

Email Address: fpeluso@gotoitsi.com

Telephone: (925) 484-3701

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide maintenance, inspection, and testing services for fire alarm, smoke detectors, fire suppression systems, and extinguishers (collectively referred to as the "Systems") for the City's electric utility, Silicon Valley Power ("SVP") including, but not limited to:

1.1.1 Fire Alarm and Smoke Detectors (as listed in Table B1)

1.1.2 Fire Suppression Systems and Extinguishers (as listed in Table B2)

1.2 Contractor shall perform maintenance, inspection, and testing services ("Services") in accordance with generally accepted industry best practices and standards including work/safety practices, the original equipment manufacturer (OEM) specifications, regulatory standards and codes, and any other standards as required by law, including but not limited to the following:

1.2.1 International Electrotechnical Commission (IEC) 60079, Explosive Atmospheres, Equipment and General Requirements Standards

1.2.2 National Electrical Manufacturer's Association (NEMA)

1.2.3 National Fire Protection Association (NFPA) 10 – Standard for Portable Fire Extinguishers

1.2.4 NFPA 12A, Standard on Halon 1301 Fire Extinguishing

1.2.5 NFPA 13, Standard for the Installation of Sprinkler Systems

1.2.6 NFPA 20, Standard for the Installation for Stationary Pumps for Fire Protection

1.2.7 NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems

1.2.8 NFPA 70, 70B, and 70E Recommended Practice for Electrical Equipment Maintenance

1.2.9 NFPA 72, National Fire Alarm and Signaling Code

1.2.10 NFPA 75, Standard for the Fire Protection of Information Technology Equipment

1.2.11 NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems

1.2.12 Any deviations from these standards must be approved in writing by City.

1.3 Location

1.3.1 The Systems are listed by location in Tables B1 and B2 of Appendix B1.

1.3.2 The City and Contractor may add locations according to the process in Section 8 or by executing an amendment to this Agreement.

1.3.3 Contractor will primarily perform the Services in City of Santa Clara. Contractor may also be required to perform Services outside the City limits, including but not limited to facilities in Glenn County.

1.4 To the extent not inconsistent with this Agreement, the City's RFP# 23-24-56 (including subsequent updates) and Contractor's proposal response dated May 2, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and RFP# 23-24-56 or Contractor's proposal), the Agreement and this Exhibit shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Required Deliverables and Documentation

2.1.1 Within ninety (90) calendar days after execution of the Agreement, Contractor shall conduct a review of the Systems, providing an updated inventory if necessary and a general condition assessment report in electronic format.

2.1.2 Within thirty (30) calendar days after execution of the Agreement, Contractor shall provide a Contractor Maintenance Plan (CMP) that complies with all regulatory standards and codes referenced in Section 1.2 of this Exhibit. The CMP shall be provided at no cost to the City and include, at a minimum, the following:

2.1.2.1 A comprehensive description of all maintenance, inspection, and testing services required including the services listed in Section 2.2 of this Exhibit

2.1.2.2 A detailed preventive maintenance plan and a proposed inspection program for all Systems

2.1.2.3 An inspection checklist outlining the specific tasks to be performed during each inspection

2.1.2.4 A Preventative Maintenance, Inspection, and Testing (PMIT) schedule that includes:

2.1.2.4.1 The required intervals and frequencies for each type of maintenance, inspection, and testing, in accordance with all applicable regulatory standards and codes

2.1.2.4.2 The required hydrostatic testing as identified in Tables B1 and B2 of Appendix B1

2.1.2.4.3 A test plan that includes quarterly, bi-annual, annual, and 60-month mark testing. Contractor shall update and submit the test plan to the City by January 31st of each year throughout the Term.

2.1.2.5 Any changes to service intervals and frequencies must be reflected in a revised Appendix B1 and authorized by an amendment to the Agreement.

2.1.2.6 Contractor shall maintain complete and accurate records to support the validation and frequency of the Services performed and other activities carried out during the term of the Agreement.

2.2 Routine Maintenance, Inspection and Testing Services

Contractor shall perform the Services in accordance with the approved CMP and this Agreement. Contractor shall confirm that all Systems are in good and undamaged condition and functioning properly. Required maintenance inspections, and tests include but are not limited to the following:

2.2.1 Fire Alarm and Smoke Detectors

2.2.1.1 Verify control panels are accessible and unobstructed

2.2.1.2 Test Systems to verify they are free of alarm or trouble indications

2.2.1.3 Test batteries and verify that they are marked with the installation date and that they are less than three years old

2.2.1.4 Test all alarms to City's Supervisory Control and Data Acquisition (SCADA), if applicable, including fire detection and system fail or trouble. Contractor shall coordinate with the City.

2.2.2 Fire Suppression and Extinguishers

2.2.2.1 Cylinders

2.2.2.1.1 Perform a hydrostatic testing to confirm the integrity of the cylinders.

2.2.2.2 Fire Extinguishers

2.2.2.2.1 Replace tags every year as required by NFPA. Contractor must mark on each tag the year and month that the 1-year inspection expires

2.2.2.2.2 Verify units have at least 36 inches of clearance in front of the extinguisher

2.2.2.2.3 Verify units are undamaged, visible to the public and free from debris

2.2.2.2.4 Perform hydrostatic testing to confirm the integrity of the fire extinguishers

2.2.2.3 Water-Based Fire Protection Suppression Systems

2.2.2.3.1 Verify valves are accessible and locked open

2.2.2.3.2 Verify fire department connections are not obstructed or vandalized

2.2.2.3.3 Perform drain testing and properly mark all areas for pedestrian's safety where water is discharged

2.2.3 Inspect and test the functionality of all System's components, including but not limited to:

2.2.3.1 Control panels with any associated remote annunciators

2.2.3.2 Signal devices with any associated sound and lighting

2.2.3.3 Heat, smoke, and duct detectors

2.2.3.4 Fuses and batteries

2.2.3.5 Control valves (such as alarm valves, hose valve outlets, test valves, backflow valves)

2.3 Critical Repairs

For critical repairs that compromise the System's operation and reliability, Contractor shall immediately notify the City. Contractor shall follow the work authorization process as outlined in Section 8 of this Exhibit.

2.4 Emergency Services

2.4.1 Contractor shall provide 24-hour emergency services, seven (7) days per week, three hundred sixty-five (365) days per year. Contractor shall provide an answering service contact phone number at which an individual can be reached at any time. Contractor shall respond via phone

or email to an emergency request within twenty-four (24) hours of the City's notification.

2.4.2 Contractor shall be on-site within eight (8) hours or less from notification to perform the Services.

2.4.3 Contractor shall repair the affected Systems or resolve the emergency within three (3) calendar days. If parts are required to resolve the issue, the emergency shall be resolved within three (3) calendar days after receipt of the parts. If Contractor is unable to repair the affected Systems or resolve the emergency within three (3) calendar days, Contractor shall provide to the City a plan and schedule detailing when the emergency shall be resolved.

2.5 Coordination and Compliance with Regulatory Agencies

2.5.1 Contractor shall coordinate with City prior to initiating contact with any regulatory agencies. Routine communication for ongoing permitting shall not require City prior approval.

2.5.2 Contractor shall keep City informed by immediate oral notification and writing regarding any discussions with regulatory agencies.

2.5.3 Contractor shall immediately notify City when regulatory inspectors are on City property and promptly provide all inspection reports issued by the regulatory agencies.

2.5.4 When a regulatory agency identifies a violation or cites a defect, Contractor shall immediately notify the City and provide a written remedial action plan within four (4) business days, which addresses how Contractor intends to resolve (or has already resolved) all regulatory violations and any mitigating circumstances that led to the violation.

2.5.5 Contractor shall provide the City with inspection reports and with a list of potential violations. If any violation occurs due to the Contractor's failure to perform as required by the Agreement, Contractor shall pay any penalties and fines imposed regarding the violation without reimbursement.

2.6 Close-Out and Audit Services

2.6.1 Within ninety (90) calendar days before the end of the Term of the Agreement, Contractor shall complete an audit walk-through with the City.

2.6.2 Contractor shall coordinate with the City to conduct a close-out audit walk-through and turnover inspection to determine if the Systems have been adequately serviced and maintained and are in good repair in accordance with this Agreement.

2.7 Additional Services

2.7.1 Additional Services refer to any work, tasks, or deliverables that are not included in the scope of services outlined in the CMP, including but not limited to inspection, testing, repairs, or other activities that exceed the preventive, routine, or scheduled services described in the CMP. Additional Services may also include:

2.7.1.1 Emergency work

2.7.1.2 Non-routine repairs

2.7.1.3 Upgrades or modifications

2.7.1.4 Changes in regulatory requirements

2.7.2 Any Additional Services will require a Work Authorization as outlined in Section 8 of this Exhibit.

SECTION 3. SPECIFIC REQUIREMENTS

Contractor shall be responsible for providing the following, as required for the Services:

3.1 Supervision and administrative support

3.2 Program and project management services including scheduling and logistical planning

3.3 Subcontractor management

3.4 Expedited procurement and transportation of materials, parts, and equipment when requested by the City.

SECTION 4. REPORTS

4.1 On-Site Service Completion Report

After the completion of any Services at a specific location and prior to leaving the location, Contractor shall notify the City and provide a preliminary on-site service completion report (completed work order). This report may be submitted on the Contractor's standard service form and must, at a minimum, indicate the system(s) that were serviced, brief description of the service performed, and the date and time of services.

4.2 Service Reports

4.2.1 Within four (4) business days after completion of the Services, Contractor shall provide a complete service report to the City, which shall include the following information:

4.2.1.1 A description of the service performed (such as maintenance, inspection, test, and repairs)

4.2.1.2 A summary of the existing conditions prior to the service

4.2.1.3 Description of noted issues and deficiencies with photos and recommended corrective actions or repairs

4.2.1.4 Results of testing performed

4.2.1.5 A summary list of spare parts or other equipment used, including the serial number of all parts removed and installed by the Contractor

4.2.1.6 Other information requested by the City

4.3 Status Reports

4.3.1 Contractor shall provide regular cost, schedule, and status updates regarding Services performed throughout the Term.

4.3.2 Depending on work activity associated with the Services, status updates may be required daily, weekly, or monthly at the direction of City.

4.3.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner to ensure Systems are operational as soon as possible.

SECTION 6. HOURS AND DAYS OF SERVICE

Contractor will generally perform the required Services between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. City will, at its discretion, allow access during non-business hours when required.

SECTION 7. SCHEDULING AND PLANNING

7.1 Contractor shall coordinate with the City to schedule the Services in accordance with the approved CMP, Work Authorization, or as needed to complete emergency services described in Section 2.4.

7.2 When requested by City, Contractor shall be able to plan, staff and execute Services within 30 days from City's notification.

7.3 For critical equipment, Contractor may be required to work shifts longer than 12 hours per day or working alternative shifts including night shifts.

SECTION 8. WORK AUTHORIZATION PROCESS

8.1 Routine Maintenance, Inspection and Testing services

8.1.1 For the routine maintenance, inspection and testing services outlined in Section 2.2 of this Exhibit and performed in accordance with the frequencies in Appendix B1 and at the fixed costs specified in Exhibit B, Contractor may complete those Services according to the schedule authorized in Section 7.1. Such services do not require additional authorization according to this Section 8.

8.1.2 Upon request by City, routine maintenance, inspection, and testing services may be added for additional locations not included in Table B1 or B2 or for additional services at locations listed in Table B1 and B2 provided that services and pricing are substantially similar to existing locations. Contractor shall submit a fixed price quote with details similar to the applicable Table B1 or Table B2 and, if accepted, the City will authorize according to Section 8.4.

8.1.3 For avoidance of doubt, changes to the fixed pricing in Exhibit B for existing locations may only be authorized using an amendment to this Agreement and may not be authorized using the process in this Section 8.

8.2 Non-Emergency Work / Additional Services

8.2.1 When Services other than routine maintenance, inspection, and testing are required, either:

8.2.1.1 City will notify Contractor to provide a proposal for Services. City will provide a description of the Services required and any other pertinent information (Work Request) or

8.2.1.2 If such additional services are identified by Contractor during a routine maintenance, inspection, and testing service, Contractor will notify City and submit a Proposal as further defined in the following section or in Section 8.6.

8.3 Proposal. Contractor shall prepare and submit a proposal (Proposal). Where applicable, Contractor's proposal must include all information requested by the City in its Work Request in the format requested by the City and including the following:

8.3.1 A work plan that includes a detailed description by task of the services to be performed.

8.3.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

8.3.3 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

8.3.4 Any required drawings or documents.

8.3.5 A list of City responsibilities.

8.3.6 A final acceptance criteria.

8.3.7 An itemized cost proposal showing:

8.3.7.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

8.3.7.2 Subcontractor scope of services or quote including identification of labor subject to prevailing wage requirements.

8.3.7.3 Parts and materials.

8.3.7.4 Rental and/or specialty equipment.

8.3.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

8.3.7.6 Any additional costs such as, but not limited to freight, permits, and fees.

8.3.7.7 A breakdown of materials and labor sufficient to calculate all required taxes.

8.3.7.8 Maximum total cost including any required taxes.

8.3.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

8.3.8 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

8.3.9 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

8.3.10 Provided that Contractor's original cost Proposal includes all applicable items listed in Section 8.3.7, the City and Contractor may negotiate whether the cost for the Work Authorization will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

8.3.10.1 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final cost proposal. Contractor's final cost proposal shall be in conformance with Exhibit B and:

8.3.10.2 Include a clear breakdown of materials and labor indicating taxable and non-taxable items along with an estimate of required taxes.

8.3.10.3 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

8.3.10.4 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

8.3.11 Contractor must submit a revised Proposal to the City based upon such negotiations.

8.4 Work Authorization:

8.4.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize the services as set forth in this Section.

8.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, the system acceptance criteria, warranty provisions, and the maximum compensation for the Work Authorization.

8.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization except in those situations set forth in Section 8.6 below.

8.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

8.5 Changes to Work Authorization:

8.5.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval from the City in advance of performing any additional services.

8.5.2 If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 8.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

8.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of the Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

8.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including a revised work schedule and associated costs with the same details as Section 8.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 8.4.2) or Purchase Order (as applicable) to authorize such additional services.

8.5.3.2 Except as stated in the first paragraph of section 8.5.3, Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally

recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

8.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

8.6 Immediate Need / Interim Work Order

8.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

8.6.1.1 In the event that Contractor is already performing Services and issues are identified during the performance of a Work Authorization that can be most efficiently and economically resolved while on site, provided those services are related to those contained in the approved Work Authorization or Purchase Order.

8.6.1.2 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services

8.6.1.3 In the event work is required to maintain a critical SVP function or project schedule.

8.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days.

8.6.3 Contractor shall provide an updated Proposal within five (5) business days. The Proposal shall be detailed in accordance with Section 8.3 and shall also include all services required including those services already completed or initiated.

8.6.4 If approved, the City will issue a Work Authorization (if required pursuant to Section 8.4.2) and a Purchase Order as soon as reasonably practicable.

8.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

8.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Work Authorization, or Purchase Order - even if the Proposal, Work Authorization, or

Purchase Order expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement including any amendments or exhibits thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

8.9 Each Work Authorization, Purchase Order, and interim work order including those authorizations issued pursuant to Section 8.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the services contained therein shall be included within the Services.

8.10 If Contractor begins Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

8.11 The City (through the individuals listed in Section 8.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization, or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

8.12 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

8.13 Except where the circumstances in Section 8.6 apply, Contractor shall not initiate services and the City will not compensate Contractor until the City has (1) executed the Work Authorization for such services, when applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform services.

SECTION 9. APPLICABLE LAWS AND REGULATIONS

9.1 Contractor shall comply with all applicable present and future federal, state, and local regulations, ordinances and codes including but not limited to the Occupational Safety and Health Administration (OSHA), the California Department of Industrial Relations, and the State Division of Occupational Safety and Health (Cal/OSHA).

9.2 Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

SECTION 10. WORKMANSHIP

10.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of

performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

10.2 All parts and/or components replaced or newly installed in the Systems shall be factory new and free of defects in title, materials and workmanship at the time of their delivery and installation. However, if approved by the City in writing, including as part of a Work Authorization, Contractor may use rebuilt parts or new parts from another manufacturer if such alternate parts are approved by the original manufacturer and/or City for use in the specific piece of equipment of the Systems.

10.3 Poor or inferior workmanship, as determined at the sole discretion of the City, shall be removed and replaced to conform to the quality standards of the industry, or otherwise corrected to the satisfaction of the City, at Contractor's sole expense.

10.4 City reserves the right to inspect any Services performed by Contractor and its subcontractors. If upon inspection, the City determines that there is any unsatisfactory or defective Services, the Contractor must correct the Services at no additional cost to the City.

SECTION 11. PERMITS AND LICENSES

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 12. WARRANTY

12.1 **Services**. For each Work Authorization, Purchase Order, and interim work order, all Services shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services. as set forth in each Work Authorization, Purchase Order, or interim work order. Warranty-related work shall be at no additional cost to the City.

12.2 **Parts**. All parts provided by Contractor shall include a warranty of no less than the greater of either twelve (12) months or the OEM warranty period. In the event the OEM warranty is less than twelve (12) months, Contractor shall extend the OEM warranty to a minimum of twelve (12) months. All parts fabricated by Contractor shall include a warranty of twelve (12) months. Contractor shall provide the City with a copy of the any manufacturer's warranty or extended manufacturer's warranty.

12.3 Contractor shall be responsible for performing all warranty work within a reasonable time. In emergencies where damage may result from delay or where the loss of service may result, the City may choose to perform the work covered in the warranty. The cost associated with the City completing the warranty work shall be charged to Contractor.

SECTION 13. CITY FURNISHED MATERIALS

Contractor shall credit the City for any City-furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of Contractor.

SECTION 14. WORK AREA

14.1 Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of services. Upon completion of the scheduled services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.

14.2 Contractor shall follow all directions of City with regard to clean-up both during the course of, and upon completion of Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other services required to adequately protect the City's electrical or other facilities or to restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

14.3 Contractor must provide work and traffic signage as required to warn pedestrians and vehicular traffic of work in progress. Contractor may be required to direct pedestrians and traffic around the work area. Contractor shall also be responsible for providing all equipment and personnel necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

14.4 Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to City's operations and others who may be impacted by Contractor's Services.

SECTION 15. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

15.1 All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from City personnel.

15.2 Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

15.3 Contractor shall safely store all tools and equipment overnight under lock and key. Loss of any tools or equipment shall be reported immediately to City.

15.4 All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use.

15.5 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 16. DISPOSAL OF WASTE AND SCRAPS

16.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

16.2 Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.

16.3 Contractor shall recycle all material scraps, and credit the value to the City.

SECTION 17. SAFETY

17.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

17.2 Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall submit a copy of Contractor's IIPP at City's request and Contractor shall make a copy of Contractor's IIPP available on-site.

17.3 Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

17.4 Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE).

17.5 Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

17.6 Contractor's employees (including any subcontractors) shall use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

17.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor. The on-site Safety Manager / Supervisor will ensure compliance with all applicable Safety rules and regulations, perform daily audits. submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager / On-Site Supervisor (as defined in Section 19) and Contractor employees.

SECTION 18. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 19. CONTRACTOR PERSONNEL

19.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

19.2 Staffing

19.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

19.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

19.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this Agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

19.3 Employee Training

19.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

19.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

19.3.3 Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

19.3.4 Contractor shall be familiar with City's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

19.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

19.4 Standards of Conduct

19.4.1 Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

19.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

19.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

19.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

19.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on the premises or performing Services.

19.4.2 In the event that a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

19.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 20. E-BUILDER

20.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the Term of this Agreement.

20.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

20.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

20.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

20.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or the Agreement.

20.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

20.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance of documents via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

20.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

20.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

20.9.1 Correspondence

20.9.2 Meeting minutes

20.9.3 Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.

20.9.4 Requests for Information (RFI's)

20.9.5 Submittals and shop drawings

20.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications.

20.9.7 Pay applications

20.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email.

20.9.9 Pre-Task Plans (PTPs)

20.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

20.9.11 All official reports, such as commissioning reports

20.9.12 Notices and claims

20.9.13 Operations and maintenance manuals

20.9.14 All close-out documents, and

20.9.15 All testing results

20.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

20.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

SECTION 21. TRANSPORTATION, SHIPPING, AND FREIGHT

21.1 Contractor shall be responsible for shipment and delivery of all required products, parts, materials, and equipment to City. Contractor will pay all freight charges which may be reimbursed subject to the terms of Section 2.4 of Exhibit B. All products, materials, and equipment shall be entirely at Contractor's risk from the time they are placed in possession of the carrier for shipment to/from City until final acceptance by the City.

21.2 Contractor will pack and ship all products, parts, materials, and equipment in accordance with good commercial practices.

21.3 Contractor shall ensure that products, parts, materials, and equipment are insured against "all risks" from the time the products, materials, and equipment are placed in the possession of the carrier for shipment to/from the City until received by the City at the location set forth in the applicable Work Authorization or Purchase Order.

21.4 Contractor shall notify the City at least sixty (60) minutes prior to the arrival of any deliveries to the City. City will provide the Contractor with a contact name, phone number, and shipping location in each Purchase Order.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 (Compensation and Payment) of this Agreement.

1.2 The City does not guarantee any minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Except where fixed price services are authorized pursuant to Section 8 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Tables B1, B2 and B3 in Appendix B1 are fully burdened and will remain fixed for the first three (3) years of the Agreement.

2.3 Rate Changes.

2.3.1 Rate Increase. After the first three (3) years of the Agreement, Contractor may request a pricing increase not to exceed two percent (2%) annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization, Purchase Order, and interim work order shall be described in Contractor's Proposal as set forth in Section 8 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the fixed or hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 8 of Exhibit A, (4) Contractor submits

receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts and services (including subcontractor fees, parts, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Contractor may invoice allowable mileage at the prevailing IRS rate per mile. (Rental cars are reimbursed at actual cost only. No mileage is applicable to rental cars or to fixed price services.)	No Markup
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem for Contractor and any subcontractors shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Routine Maintenance, Inspection, and Testing Services. For the fixed price services specified in Exhibit A, Section 2.2 including those routine maintenance, inspection, and testing services authorized pursuant to Section 8 of Exhibit A, Contractor shall provide an invoice to the City upon the completion of services for that period:

3.1.1 Invoices must include the following information:

3.1.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.1.2 Detailed information on the Services performed including a list of sites at which services were performed.

3.1.2 Contractor shall not invoice for sites at which services were not performed.

3.2 Time and Materials. For services authorized to be paid on a time and materials basis pursuant to Section 8 of Exhibit A, Contractor shall provide an invoice to the

City aligned with each Purchase Order. The invoice must include the following information:

3.2.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.2 Current amount due with time and materials breakdown: labor classification, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.2.3 Each invoice shall provide sufficient detail or supporting documentation such as work orders for City verify (a) that the charges are in accordance with the Work Authorization, (b) that the rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched with certified payroll submittals.

3.3 Fixed Price. For the additional services authorized to be paid at fixed price services according to Section 8 of Exhibit A, Contractor shall provide an invoice to the City upon the completion of deliverable:

3.3.1 Invoices must include the following information:

3.3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.3.1.2 Detailed information on the Services performed.

3.3.2 For fixed price services subject to milestone payments,

3.3.2.1 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.3.2.2 Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.4 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.5 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.6 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.7 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.8 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.9 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

SECTION 1. RATES

1.1 Routine Maintenance, Inspection and Testing Services

Contractor shall perform the routine maintenance, inspection, and testing Services in accordance with the approved CMP and as described in Section 2.2 of Exhibit A, at the fixed rates listed in Tables B1 and B2 attached and incorporated by reference. Rates in Table B1 and B2 are fixed and fully loaded and include all costs of performing all Services in Sections 2.1 and 2.2 of Exhibit A including, but not limited to, labor, materials, transportation, project management, and supervision.

1.2 Additional Services

Except where fixed prices are authorized pursuant to Section 8 of Exhibit A, the Contractor shall provide Additional Services at the labor rates listed in Table B3 attached and incorporated by reference. Additional Services shall be authorized according to the Work Authorization Process described in Section 8 of Exhibit A. Contractor shall charge, and the City shall pay for actual Services rendered and authorized and according to the process outlined in Section 8 (Work Authorization) of Exhibit A.

1.3 New Services or Rates

In cases where services are required but not listed in Table B1, Table B2, or Table B3, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Tables B1, B2 and B3 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B.

SECTION 2. STAND BY TIME

2.1 Standby rate is $232.00 per hour

2.2 Standby occurs when Contractor's personnel are on-site but unable to proceed with the services due to delays caused by the City.

2.3 During standby time, Contractor must remain ready and available to resume services unless the City cancels the service. Contractor may invoice for a minimum of 30 minutes and a maximum of eight (8) hours per day.

SECTION 3. DEFINITIONS

The following definitions apply to the rates listed in Table B3:

3.1 **"Straight Time"** means the first eight (8) hours worked per day Monday through Friday, excluding U.S. Federal Holidays.

3.2 **"Overtime"** means the:

3.2.1 Hours worked in excess of eight (8) hours, from Monday through Friday; or

3.2.2 First eight (8) hours worked on Saturdays.

3.3 **"Double Time"** means the:

3.3.1 Hours worked in excess of twelve (12) hours, from Monday through Friday; or

3.3.2 Hours worked in excess of eight (8) hours on Saturdays; or

3.3.3 Hours worked during U.S. Federal Holidays; or

3.3.4 Hours worked on Sundays.

TABLE B1
FIRE ALARM AND SMOKE DETECTORS

#	Station	System Types	Model	Manufacturer (MFG)	No. of Smoke Detectors	Last Date of Inspection	Service Frequency In Months (3= Quarterly, 6 = Semi-Annually, 12 = Annually, 60 = 60 months)	One-Time Hydrostatic Testing Required during Agreement Term / Frequency in CMP schedule	Quarterly Service Cost (3 month mark)	Semiannual Service Cost (6 month mark)	Quarterly Service Cost (9 month mark)	Annual Service Cost (12 month mark)	Service Cost (60 month mark)	Service Cost for Hydro-static Testing	Maximum Total Annual Service Cost
SUBSTATION DIVISION															
1	De La Cruz Junction located in various locations in City	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	3	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
2	Duane Substation	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	3	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
3	Fairview Sub- Cntrl Bldg.	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	11	6/15/2023	3, 6 and 12	No	$232.00	$564.00	$232.00	$1,028.00	$0.00	$0.00	$2,056.00
4	Fairview Sub- 12KV Bldg.	Fire Alarm Control Panel	UNK	5 Detectors control Vent	5	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
5	Kenneth Substation	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	6	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
6	Mission Sub- Cntrl Bldg.	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	9	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
7	Mission Sub- 12KV Bldg.	Fire Alarm Control Panel	UNK	6 Detectors control Vent.	6	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
8	Norman Avenue Junction	Fire Alarm Control Panel	E2	Open Options Inc.	1	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
9	NRS 115KV Bldg.	Fire Alarm Control Panel	UNK	5 Detectors	5	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
10	NRS 230KV Bldg.	Fire Alarm Control Panel	AL600ULX	Altronix Corp.	2	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
11	Northwestern Substation	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	4	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
12	Oaks Junction	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	3	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
13	Palm Sub- Control Bldg.	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	6	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
14	Palm Sub- Battery Room	Fire Alarm Control Panel	E1	Open Options Inc.	-	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
15	Parker Substation	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	4	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
16	Serra Substation	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	5	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
17	SSS Control Bldg.	Fire Alarm Control Panel	AL600ULX	Altronix Corp.	3	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
18	SSS Battery Bldg.	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	-	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
19	Walsh	Fire Alarm Control Panel	SK-5208	Honeywell Silent Knight	7	6/15/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
20	Bowers Avenue Junction	Fire Alarm Control Panel	MS-10UD-7	Honeywell Firelight	5	Not Available	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00

TABLE B1
FIRE ALARM AND SMOKE DETECTORS

#	Station	System Types	Model	Manufacturer (MFG)	No. of Smoke Detectors	Last Date of Inspection	Service Frequency In Months (3= Quarterly, 6 = Semi-Annually, 12 = Annually, 60 = 60 months)	One-Time Hydrostatic Testing Required during Agreement Term / Frequency in CMP schedule	Quarterly Service Cost (3 month mark)	Semiannual Service Cost (6 month mark)	Quarterly Service Cost (9 month mark)	Annual Service Cost (12 month mark)	Service Cost (60 month mark)	Service Cost for Hydro-static Testing	Maximum Total Annual Service Cost
21	Freedom Circle Junction	Fire Alarm Control Panel	MS-10UD-7	Honeywell Firelight	5	Not Available	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
22	Memorex Junction	Fire Alarm Control Panel	MS-10UD-7	Honeywell Firelight	6	Not Available	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
23	San Tomas Junction	Fire Alarm Control Panel	MS-10UD-7	Honeywell Firelight	5	Not Available	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
TOTAL ANNUAL COST FOR SUBSTATIONS									**$5,336.00**	**$5,668.00**	**$5,336.00**	**$9,120.00**	**$0.00**	**$0.00**	**$25,460.00**
FIELD SERVICES YARD DIVISION															
24	SCADA Room located at 1705 Martin Avenue in Santa Clara	Fire Alarm Control Panel	Universal Alarm Control	System 3 (Pyrotronics)	3	6/12/2023	3, 6 and 12	No	$564.00	$796.00	$564.00	$796.00	$0.00	$0.00	$2,720.00
25	SCADA Room	HALON Bottle	Pyr-A-Lon 1301 / CP30	Pyrotronics- Halon	-	6/12/2023	6, 12	Yes	$0.00	$232.00	$0.00	$232.00	$0.00	$2,832.00	$3,296.00
TOTAL ANNUAL COST FOR FIELD SERVICES YARD									**$564.00**	**$1,028.00**	**$564.00**	**$1,028.00**	**$0.00**	**$2,832.00**	**$6,016.00**
GENERATION DIVISION - DONALD VON RAESFELD (DVR) POWER PLANT															
26	DVR located at 850 Duane Avenue in Santa Clara	Pre-Action	BX	Reliable	14	3/15/2023	3, 6, 12 and 60	No	$232.00	$232.00	$232.00	$796.00	$2,865.00	$0.00	$4,357.00
27	DVR	Wet	Wet Sprinkler	Reliable	-	3/15/2023	3, 12 and 60	No	$232.00	$232.00	$232.00	$232.00	$2,865.00	$0.00	$3,793.00
28	DVR	Pre-Action	E-I	Viking	11	3/24/2023	3, 6, 12 and 60	No	$232.00	$232.00	$232.00	$796.00	$2,865.00	$0.00	$4,357.00
29	DVR	Pre-Action	E-I (2 Risers)	Viking	-	3/24/2023	3, 6, 12 and 60	No	$232.00	$232.00	$232.00	$232.00	$2,865.00	$0.00	$3,793.00
30	DVR	Pre-Action	E-I (2 Risers)	Viking	-	3/24/2023	3, 6, 12 and 60	No	$232.00	$232.00	$232.00	$232.00	$2,865.00	$0.00	$3,793.00
31	DVR	Fire Alarm Control Panel	RP101	Notifier	10	3/9/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$796.00	$0.00	$0.00	$1,492.00
32	DVR	Fire Alarm Control Panel	AFP200	Notifier	70	3/9/2023	3, 6 and 12	No	$232.00	$1,028.00	$232.00	$1,956.00	$0.00	$0.00	$3,448.00
33	DVR	Fire Alarm Control Panel	UV/IR DET Detronics	Multitel	-	-	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
34	DVR	CO2 System	Allestec	Ansul	10	3/10/2023	6, 12	Yes	$0.00	$1,906.00	$0.00	$1,906.00	$0.00	$6,159.00	$9,971.00
35	DVR	CO2 System	Allestec	Ansul	10	3/10/2023	6, 12	Yes	$0.00	$1,906.00	$0.00	$1,906.00	$0.00	$6,159.00	$9,971.00
36	DVR	Fire Alarm Control Panel	EST FS302	Edwards	5	3/9/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
37	DVR	Fire Alarm Control Panel	SRP4X4	Protectowire	4	3/24/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00

TABLE B1
FIRE ALARM AND SMOKE DETECTORS

#	Station	System Types	Model	Manufacturer (MFG)	No. of Smoke Detectors	Last Date of Inspection	Service Frequency In Months (3= Quarterly, 6 = Semi-Annually, 12 = Annually, 60 = 60 months)	One-Time Hydrostatic Testing Required during Agreement Term / Frequency in CMP schedule	Quarterly Service Cost (3 month mark)	Semiannual Service Cost (6 month mark)	Quarterly Service Cost (9 month mark)	Annual Service Cost (12 month mark)	Service Cost (60 month mark)	Service Cost for Hydro-static Testing	Maximum Total Annual Service Cost
38	DVR	Pre-Action	NFS 640 REMOTE	Notifier	11	3/24/2023	3, 6, 12 and 60	No	$232.00	$232.00	$232.00	$232.00	$2,865.00	$0.00	$3,793.00
39	DVR	Fire Alarm Control Panel	NFS 640	Notifier	1	3/9/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
40	DVR	Fire Alarm Control Panel	5208	Slient Knight	3	3/24/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$564.00	$0.00	$0.00	$1,260.00
TOTAL ANNUAL COST FOR DVR									**$3,016.00**	**$7,624.00**	**$3,016.00**	**$10,908.00**	**$17,190.00**	**$12,318.00**	**$54,072.00**
GENERATION DIVISION - FUEL GAS COMPRESSOR BUILDING															
41	FUEL GAS COMPRESSOR BUILDING located at 2977 Lafayette Street in Santa Clara	Pre-Action	E-I	Viking	-	-	12 and 60	No	$0.00	$0.00	$0.00	$232.00	$2,865.00	$0.00	$3,097.00
42	FUEL GAS COMPRESSOR BUILDING	Fire Alarm Control Panel	5000	Notifier	2	3/16/2023	3, 6 and 12	No	$232.00	$232.00	$232.00	$232.00	$0.00	$0.00	$928.00
43	FUEL GAS COMPRESSOR BUILDING	Fire and Gas	Eagle Premier	Detronics	10	3/16/2023	3, 6 and 12	No	$796.00	$796.00	$796.00	$1,492.00	$0.00	$0.00	$3,880.00
44	FUEL GAS COMPRESSOR BUILDING	Gas Detection	MC600	General Motors	-	-	12	No	$0.00	$0.00	$0.00	$232.00	$0.00	$0.00	$232.00
TOTAL ANNUAL COST FOR DVR GAS COMPRESSOR BUILDING									**$1,028.00**	**$1,028.00**	**$1,028.00**	**$2,188.00**	**$2,865.00**	**$0.00**	**$8,137.00**
GIANERA GENERATION STATION (GIANERA)															
45	GIANERA located at 2339 Gianera Street in Santa Clara	CO2 System	CARDOX CO2	Chemetron	6	2/15/2022	6, 12	Yes	$0.00	$1,906.00	$0.00	$1,906.00	$0.00	$6,159.00	$9,971.00
46	GIANERA	CO2 System	CARDOX CO2	Chemetron	6	2/15/2022	6, 12	Yes	$0.00	$1,906.00	$0.00	$1,906.00	$0.00	$6,159.00	$9,971.00
TOTAL ANNUAL COST FOR GIANERA									**$0.00**	**$3,812.00**	**$0.00**	**$3,812.00**	**$0.00**	**$12,318.00**	**$19,942.00**
GENERATION DIVISION - COGENERATION POWER PLANT (COGEN)															
47	COGEN located at 1705 Martin Avenue in Santa Clara	HALON	SHPPRO	Fike	3	7/18/2023	6, 12	Yes	$0.00	$232.00	$0.00	$232.00	$0.00	$5,664.00	$6,128.00
48	COGEN	HALON	SHPPRO	Fike	3	7/18/2023	6, 12	Yes	$0.00	$232.00	$0.00	$232.00	$0.00	$5,664.00	$6,128.00

TABLE B1
FIRE ALARM AND SMOKE DETECTORS

#	Station	System Types	Model	Manufacturer (MFG)	No. of Smoke Detectors	Last Date of Inspection	Service Frequency In Months (3= Quarterly, 6 = Semi-Annually, 12 = Annually, 60 = 60 months)	One-Time Hydrostatic Testing Required during Agreement Term / Frequency in CMP schedule	Quarterly Service Cost (3 month mark)	Semiannual Service Cost (6 month mark)	Quarterly Service Cost (9 month mark)	Annual Service Cost (12 month mark)	Service Cost (60 month mark)	Service Cost for Hydro-static Testing	Maximum Total Annual Service Cost
49	COGEN	SMOKE DETECTION	VLP	Vesda	multiple ports	7/18/2023	3, 6, and 12	No	$514.00	$236.00	$522.00	$514.00	$0.00	$0.00	$1,786.00
50	COGEN	SMOKE DETECTION	VLP	Vesda	multiple ports	7/18/2023	3, 6, and 12	No	$514.00	$336.00	$522.00	$514.00	$0.00	$0.00	$1,886.00
TOTAL ANNUAL COST FOR COGEN									**$1,028.00**	**$1,036.00**	**$1,044.00**	**$1,492.00**	**$0.00**	**$11,328.00**	**$15,928.00**

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
SUBSTATION DIVISION											
1	Agnew Substation	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$79.50	$89.00	$168.50	Service fee includes a Fire Extinguisher (FX) service call per site per visit.
2	Agnew Substation	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
3	Agnew Substation	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
4	Agnew Substation	5 LB Halotron 1	Amerex	2020	2026	12	Yes	$9.50	$172.00	$181.50	(1) Service fee does not include chemical. (2) Additional Service rates are listed in Table 3 of Appendix 1 to Exhibit B.
5	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$79.50	$100.00	$179.50	
6	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
7	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
8	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
9	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
10	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
11	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
12	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
13	Bowers Avenue Junction	20 LB ABC Dry Chem	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
14	Bowers Avenue Junction	20 LB ABC Dry Chem (Quantity: 9)	Buckeye	2023	2029	12	Yes	$85.50	$351.00	$436.50	
15	Brokaw Substation	10 LB ABC Dry Chem	Amerex	2017	2028	12	Yes	$79.50	$100.00	$179.50	
16	Brokaw Substation	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
17	Brokaw Substation	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
18	Brokaw Substation	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
19	CCA Junction	5 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
20	CCA Junction	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
21	Central Substation	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
22	Central Substation	5 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$28.00	$37.50	
23	Central Substation	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
24	Central Substation	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
25	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
26	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
27	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
28	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
29	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
30	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
31	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
32	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
33	De La Cruz Jct	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
34	Duane Substation	10 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$79.50	$185.00	$264.50	(1) Service fee includes a FX service call per site per visit. (2) Service fee does not include chemical.

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
35	Duane Substation	20 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$85.00	$94.50	Service fee does not include chemical.
36	Duane Substation	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
37	Duane Substation	10 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$85.00	$94.50	Service fee does not include chemical.
38	Duane Substation	20 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$85.00	$94.50	Service fee does not include chemical.
39	Duane Substation	20 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$85.00	$94.50	Service fee does not include chemical.
40	Duane Substation	20 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$85.00	$94.50	Service fee does not include chemical.
41	Fiberglass Sub	10 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$79.50	$100.00	$179.50	Service fee does not include chemical.
42	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$79.50	$100.00	$179.50	Service fee does not include chemical.
43	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
44	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
45	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
46	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
47	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
48	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
49	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
50	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
51	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
52	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
53	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
54	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
55	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
56	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
57	Fairview Substation	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
58	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
59	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
60	Fairview Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
61	Freedom Circle Junction	20 LB ABC Dry Chem	Buckeye	2022	2028	12	Yes	$79.50	$100.00	$179.50	
62	Freedom Circle Junction	20 LB ABC Dry Chem	Buckeye	2022	2028	12	Yes	$9.50	$39.00	$48.50	
63	Freedom Circle Junction	20 LB ABC Dry Chem	Buckeye	2022	2028	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
64	Freedom Circle Junction	20 LB ABC Dry Chem	Buckeye	2022	2028	12	Yes	$9.50	$39.00	$48.50	
65	Freedom Circle Junction	20 LB ABC Dry Chem	Buckeye	2022	2028	12	Yes	$9.50	$39.00	$48.50	
66	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
67	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
68	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
69	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
70	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
71	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
66	Freedom Circle Junction	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
67	Gianera Sub	20 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.

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FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
68	Gianera Sub	10 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
69	Gianera Sub	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
70	Juliette Substation	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
71	Juliette Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
72	Juliette Substation	5 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$28.00	$37.50	
73	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
74	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
75	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
76	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
77	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
78	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
79	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
80	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
81	Kenneth Substation	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	

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82	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$43.00	$52.50	
83	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
84	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
85	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
86	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
87	Kenneth Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
88	KRS Substation	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
89	KRS Substation	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
90	KRS Substation	10 LB ABC Dry Chem	Ansul	2021	2027	12	Yes	$9.50	$39.00	$48.50	
91	KRS Substation	10 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$9.50	$39.00	$48.50	
92	KRS Substation	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
93	KRS Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
94	KRS Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
95	KRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
96	KRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
97	KRS Substation	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
98	Lafayette Sub	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
99	Lafayette Sub	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
100	Lafayette Sub	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
101	Lafayette Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
102	Matthew Substation	5 LB ABC DRY CHEM	Amerex	2017	2029	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
103	Matthew Substation	10 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
104	Matthew Substation	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
105	Matthew Substation	10 LB ABC Dry Chem	Amerex	2017	2028	12	Yes	$9.50	$39.00	$48.50	
106	Memorex Junction	10 LB Carbon Dioxide	Kiddie	2022	2028	12	Yes	$79.50	$266.00	$345.50	
107	Memorex Junction	10 LB Carbon Dioxide	Kiddie	2022	2028	12	Yes	$9.50	$166.00	$175.50	
108	Memorex Junction	10 LB Carbon Dioxide	Kiddie	2022	2028	12	Yes	$9.50	$166.00	$175.50	

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109	Memorex Junction	10 LB Carbon Dioxide	Kiddie	2022	2028	12	Yes	$9.50	$166.00	$175.50	
110	Memorex Junction	10 LB Carbon Dioxide	Kiddie	2022	2028	12	Yes	$9.50	$166.00	$175.50	
111	Memorex Junction	20 LB ABC Dry Chem	Kiddie	2022	2028	12	Yes	$9.50	$100.00	$109.50	
112	Memorex Junction	20 LB ABC Dry Chem	Kiddie	2022	2028	12	Yes	$9.50	$39.00	$48.50	
113	Memorex Junction	20 LB ABC Dry Chem	Kiddie	2022	2028	12	Yes	$9.50	$39.00	$48.50	
114	Memorex Junction	20 LB ABC Dry Chem	Kiddie	2022	2028	12	Yes	$9.50	$39.00	$48.50	
115	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
116	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
117	Mission Sub	20 LB ABC Dry Chem	Badger	2012	2024	12	Yes	$9.50	$39.00	$48.50	
118	Mission Sub	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
119	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
120	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
121	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
122	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

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123	Mission Sub	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
124	Mission Sub	20 LB ABC Dry Chem	Kiddie	2012	2024	12	Yes	$9.50	$39.00	$48.50	
125	Mission Sub	10 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
126	Mission Sub	10 LB ABC Dry Chem	Ansul	2012	2024	12	Yes	$9.50	$39.00	$48.50	
127	Mission Sub	10 LB ABC Dry Chem	Badger	2012	2024	12	Yes	$9.50	$39.00	$48.50	
128	Mission Sub	20 LB ABC Dry Chem	Buckeye	2012	2024	12	Yes	$9.50	$39.00	$48.50	
129	Mission Sub	20 LB ABC Dry Chem	Ansul	2012	2024	12	Yes	$9.50	$39.00	$48.50	
130	Mission Sub	10 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
131	Mission Sub	10 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
132	Mission Sub	10 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
133	Mission Sub	10 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
134	Norman Ave Jct	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
135	Norman Ave Jct	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
136	Norman Ave Jct	10 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$166.00	$175.50	
137	Norman Ave Jct	10 LB Carbon Dioxide	Amerex	2023	2028	12	Yes	$9.50	$166.00	$175.50	

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138	NRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
139	NRS Substation	10 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
140	NRS Substation	10 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
141	NRS Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
142	NRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
143	NRS Substation	10 LB ABC Dry Chem	Badger	2017	2029	12	Yes	$9.50	$39.00	$48.50	
144	NRS Substation	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
145	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
146	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$28.00	$37.50	
147	NRS Substation	10 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
148	NRS Substation	10 LB ABC Dry Chem	Ansul	2017	2029	12	Yes	$9.50	$39.00	$48.50	
149	NRS Substation	10 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$39.00	$48.50	
150	NRS Substation	10 LB ABC Dry Chem	Ansul	2017	2029	12	Yes	$9.50	$39.00	$48.50	
151	NRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
152	NRS Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

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153	NRS Substation	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
154	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
155	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
156	NRS Substation	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
157	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
158	NRS Substation	10 LB ABC Dry Chem	Ansul	2017	2029	12	Yes	$9.50	$39.00	$48.50	
159	NRS Substation	10 LB ABC Dry Chem	Kiddie	2018	2024	12	Yes	$9.50	$39.00	$48.50	
160	NRS Substation	10 LB ABC Dry Chem	Ansul	2017	2029	12	Yes	$9.50	$39.00	$48.50	
161	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
162	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
163	NRS Substation	10 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$39.00	$48.50	
164	NRS Substation	10 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
165	Northwestern Sub	20 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
166	Northwestern Sub	20 LB ABC Dry Chem	Ansul	2017	2029	12	Yes	$9.50	$39.00	$48.50	
167	Northwestern Sub	20 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
168	Northwestern Sub	20 LB ABC Dry Chem	Badger	2023	2029	12	Yes	$9.50	$39.00	$48.50	
169	Northwestern Sub	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
170	Northwestern Sub	20 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$9.50	$39.00	$48.50	
171	Northwestern Sub	20 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$9.50	$39.00	$48.50	
172	Northwestern Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
173	Oaks Junction	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
174	Oaks Junction	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
175	Oaks Junction	20 LB ABC Dry Chem	Ansul	2020	2026	12	Yes	$9.50	$39.00	$48.50	
176	Oaks Junction	20 LB ABC Dry Chem	Ansul	2023	2029	12	Yes	$9.50	$39.00	$48.50	
177	Oaks Junction	20 LB ABC Dry Chem	Ansul	2020	2026	12	Yes	$9.50	$39.00	$48.50	
178	Parker Sub	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
179	Parker Sub	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
180	Parker Sub	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
181	Parker Sub	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
182	Parker Sub	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
183	Palm Substation	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
184	Palm Substation	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
185	Palm Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
186	Palm Substation	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
187	Palm Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
188	Palm Substation	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
189	Palm Substation	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
190	Palm Substation	11 LB Halotron 1	Amerex	2019	2025	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
191	Palm Substation	11 LB Halotron 1	Amerex	2013	2025	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
192	Palm Substation	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
193	Palm Substation	11 LB Halotron 1	Amerex	2012	2024	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
194	Palm Substation	11 LB Halotron 1	Amerex	2020	2026	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
195	Palm Substation	11 LB Halotron 1	Amerex	2012	2024	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
196	Palm Substation	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
197	Palm Substation	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
198	Palm Substation	13 LB Halon 1211	Amerex	2020	2026	12	Yes	$9.50	$172.00	$181.50	Service does not include chemical

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
199	Raymond Sub	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$79.50	$39.00	$118.50	Service fee includes a FX service call per site per visit.
200	Raymond Sub	20 LB ABC Dry Chem	Badger	2018	2024	12	Yes	$9.50	$39.00	$48.50	
201	Raymond Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
202	Raymond Sub	20 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$39.00	$48.50	
203	Raymond Sub WH	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
204	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$79.50	$100.00	$179.50	
205	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
206	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
207	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
208	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
209	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
210	San Tomas Junction	20 LB ABC DRY CHEM	Buckeye	2023	2029	12	Yes	$9.50	$39.00	$48.50	
211	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
212	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
213	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
214	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
215	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
216	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
217	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
218	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
219	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
220	Serra Sub	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
221	SRS Substation	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
222	SRS Substation	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
223	SRS Substation	20 LB ABC Dry Chem	Buckeye	2018	2024	12	Yes	$9.50	$39.00	$48.50	
224	SRS Substation	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
225	SRS Substation	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
226	SRS Substation	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
227	SRS Substation	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
228	SRS Substation	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
229	SSS Station	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
230	SSS Station	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
231	SSS Station	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
232	SSS Station	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
233	SSS Station	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
234	SSS Station	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
235	SSS Station	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
236	Uranium Sub	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
237	Uranium Sub	10 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
238	Uranium Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
239	Uranium Sub	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
240	Uranium Sub	10 LB ABC Dry Chem	Ansul	2018	2024	12	Yes	$9.50	$39.00	$48.50	
241	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
242	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
243	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
244	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
245	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
246	Walsh Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
247	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
248	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
249	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
250	Walsh Sub	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
251	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
252	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
253	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	
254	Walsh Sub	20 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$39.00	$48.50	
255	Walsh Sub	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
256	Zeno Sub	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
257	Zeno Sub	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
258	Zeno Sub	20 LB ABC Dry Chem	Ansul	2018	2024	12	Yes	$9.50	$39.00	$48.50	
GENERATION DIVISION											
259	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
260	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$39.00	$48.50	
261	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
262	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$39.00	$48.50	
263	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
264	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$39.00	$48.50	
265	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
266	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$39.00	$48.50	
267	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
268	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
269	DVR + Gas Comp Bldg.	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
270	DVR + Gas Comp Bldg.	13 LB Cleanguard FE-36	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
271	DVR + Gas Comp Bldg.	15.5 LB Halotron 1	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
272	DVR + Gas Comp Bldg.	15.5 LB Halotron 1	Amerex	2020	2026	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
273	DVR + Gas Comp Bldg.	15.5 LB Halotron 1	Amerex	2021	2027	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
274	DVR + Gas Comp Bldg.	15.5 LB Halotron 1	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
275	DVR + Gas Comp Bldg.	15.5 LB Halotron 1	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
276	DVR + Gas Comp Bldg.	2.5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$28.00	$37.50	
277	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Badger	2017	2023	12	Yes	$9.50	$39.00	$48.50	
278	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	
279	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	
280	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	
281	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
282	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
283	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
284	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	
285	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
286	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
287	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$39.00	$48.50	
288	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2011	2023	12	Yes	$9.50	$39.00	$48.50	
289	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2011	2023	12	Yes	$9.50	$39.00	$48.50	
290	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
291	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
292	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
293	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$39.00	$48.50	
294	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2011	2023	12	Yes	$9.50	$39.00	$48.50	
295	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
296	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
297	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2016	2022	12	Yes	$9.50	$39.00	$48.50	
298	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2011	2023	12	Yes	$9.50	$39.00	$48.50	
299	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
300	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$39.00	$48.50	

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FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
301	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$39.00	$48.50	
302	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$39.00	$48.50	
303	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
304	DVR + Gas Comp Bldg.	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
305	DVR + Gas Comp Bldg.	5 LB ABC Calif. Vehicle	Amerex	2022	2027	12	Yes	$9.50	$28.00	$37.50	
306	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$28.00	$37.50	
307	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
308	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$28.00	$37.50	
309	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
310	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
311	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
312	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
313	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
314	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
315	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
316	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
317	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
318	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
319	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
320	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$28.00	$37.50	
321	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
322	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$28.00	$37.50	
323	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
324	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$28.00	$37.50	
325	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
326	DVR + Gas Comp Bldg.	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
327	GIANERA	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
328	GIANERA	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
329	GIANERA	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
330	GIANERA	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
331	GIANERA	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
332	GIANERA	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
333	GIANERA	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
334	GIANERA	10 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
335	GIANERA	15.5 LB Halotron 1	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
336	GIANERA	15.5 LB Halotron 1	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
337	GIANERA	15.5 LB Halotron 1	Amerex	2018	2024	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
338	GIANERA	15.5 LB Halotron 1	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
339	GIANERA	15.5 LB Halotron 1	Amerex	2022	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
340	GIANERA	15.5 LB Halotron 1	Amerex	2018	2024	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
341	GIANERA	20 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$39.00	$48.50	
342	GIANERA	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
343	GIANERA	5 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$39.00	$48.50	
344	GIANERA	5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
345	COGEN	10 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
346	COGEN	15.5 LB Halotron 1	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	
347	COGEN	15.5 LB Halotron 1	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
348	COGEN	15.5 LB Halotron 1	Amerex	2021	2027	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
349	COGEN	15.5 LB Halotron 1	Amerex	2021	2027	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
350	COGEN	15.5 LB Halotron 1	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
351	COGEN	15.5 LB Halotron 1	Amerex	2023	2029	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
352	COGEN	20 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
353	COGEN	20 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
354	COGEN	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
355	COGEN	20 LB ABC Dry Chem	Amerex	2016	2028	12	Yes	$9.50	$39.00	$48.50	
356	COGEN	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
357	COGEN	20 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
358	COGEN	5 LB ABC Calif. Vehicle	Amerex	2022	2027	12	Yes	$9.50	$39.00	$48.50	
359	COGEN	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
360	COGEN	5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$39.00	$48.50	
361	COGEN	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$39.00	$48.50	
362	COGEN	5 LB Halon 1211	Amerex	2016	2028	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
363	COGEN	5 LB Halotron 1	Amerex	2020	2026	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
ELECTRIC DIVISION											
364	1705 Martin (1705)	20 LB ABC Dry Chem	Ansul	2018	2024	12	Yes	$79.50	$100.00	$179.50	Service fee includes a FX service call per site per visit.
365	Martin	5 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$28.00	$37.50	
366	Martin	20 LB ABC Dry Chem	Kiddie	2023	2029	12	Yes	$9.50	$39.00	$48.50	
367	Martin	20 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$28.00	$37.50	
368	Martin	5 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$28.00	$37.50	
369	Martin	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
370	Martin	5 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$28.00	$37.50	
371	Martin	5 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$28.00	$37.50	
372	Martin	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
373	Martin	5 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$28.00	$37.50	
374	Martin	5 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$28.00	$37.50	
375	Martin	10 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$28.00	$37.50	
376	Martin	5 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$28.00	$37.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
377	Martin	5 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$28.00	$37.50	
378	Martin	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
379	Martin	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
380	Martin	5 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$28.00	$37.50	
381	Martin	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
382	Martin	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
383	Martin	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
384	Martin	5 LB ABC Dry Chem	Amerex	2013	2025	12	Yes	$9.50	$28.00	$37.50	
385	Martin	5 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$28.00	$37.50	
386	Martin	5 LB ABC Dry Chem	Amerex	2017	2023	12	Yes	$9.50	$28.00	$37.50	
387	Martin	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
388	Martin	5 LB ABC Dry Chem	Amerex	2023	2029	12	Yes	$9.50	$28.00	$37.50	
389	Martin	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
390	Martin	5 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$28.00	$37.50	
391	Martin	5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$28.00	$37.50	
392	1705	5 LB Halon 1211	Amerex	2015	2027	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
393	Martin	20 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$39.00	$48.50	
394	Martin	5 LB ABC Dry Chem	Amerex	2012	2024	12	Yes	$9.50	$28.00	$37.50	
395	Martin	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
396	Martin	5 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$28.00	$37.50	
397	Martin	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
398	Martin	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
399	Martin	5 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$28.00	$37.50	
400	Martin	5 LB ABC Dry Chem	Amerex	2014	2026	12	Yes	$9.50	$28.00	$37.50	
401	Martin	5 LB ABC Dry Chem	Amerex	2021	2027	12	Yes	$9.50	$28.00	$37.50	
402	Martin	10 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$39.00	$48.50	
403	Martin	10 LB ABC Dry Chem	Amerex	2020	2026	12	Yes	$9.50	$39.00	$48.50	
404	Martin	5 LB ABC Dry Chem	Amerex	2022	2028	12	Yes	$9.50	$28.00	$37.50	
405	Martin	5 LB ABC Dry Chem	Amerex	2017	2029	12	Yes	$9.50	$28.00	$37.50	

TABLE B2
FIRE SUPPRESSION AND EXTINGUISHERS

#	Station	System Types (e.g., cylinders, fire extinguishers, and water-based systems)	MFG	MFG Year	Next Exchange	Service Frequency In Months	One-Time Hydrostatic Testing Required during Agreement Term	Service Cost (12 month mark)	Hydrostatic Testing Cost	Maximum Total Annual Service Cost	Additional Comments
406	Martin	5 LB ABC Dry Chem	Amerex	2018	2024	12	Yes	$9.50	$28.00	$37.50	
407	Martin	5 LB ABC Dry Chem	Amerex	2019	2025	12	Yes	$9.50	$28.00	$37.50	
408	1705	15.5 Halotron	Amerex	2014	2016	12	Yes	$9.50	$172.00	$181.50	Service fee does not include chemical.
409	Martin	10 LB ABC Dry Chem	UNK	2017	2029	12	Yes	$9.50	$39.00	$48.50	
410	Martin	5 LB ABC Dry Chem	UNK	2019	2025	12	Yes	$9.50	$28.00	$37.50	
411	Martin	5 LB ABC Dry Chem	UNK	2022	2028	12	Yes	$9.50	$28.00	$37.50	
412	Martin	5 LB ABC Dry Chem	UNK	2020	2026	12	Yes	$9.50	$28.00	$37.50	
413	Martin	5 LB ABC Dry Chem	UNK	2019	2025	12	Yes	$9.50	$28.00	$37.50	
414	Martin	5 LB ABC Dry Chem	UNK	2019	2025	12	Yes	$9.50	$28.00	$37.50	
415	Martin	5 LB ABC Dry Chem	UNK	2022	2028	12	Yes	$9.50	$28.00	$37.50	
416	Martin	5 LB ABC Dry Chem	UNK	2020	2026	12	Yes	$9.50	$28.00	$37.50	
417	Martin	5 LB ABC Dry Chem	UNK	2019	2025	12	Yes	$9.50	$28.00	$37.50	
418	Martin	5 LB ABC Dry Chem	Amerex	2015	2027	12	Yes	$9.50	$28.00	$37.50	
								$6,624.00	**$23,246.00**	**$29,870.00**	**MAXIMUM TOTAL ANNUAL SERVICE COST**

Table B3 – Labor, Service, System and Part Rates			
Labor Classifications	**Straight Time (ST) Hourly Rate**	**Overtime Hourly Rate**	**Double Time Hourly Rate**
Fire Alarm / Comm and System Technician	$244.00	$334.00	$406.00
Fire Suppression Technician	$244.00	$334.00	$406.00
Inside Wireman Technician	$256.00	$383.00	$463.00
Sprinkler Fitter Technician	$244.00	$334.00	$406.00
Service	**Rate**		
Notifier Dealer Programming or Troubleshooting Support	$415.00 /ST Hourly Rate/4-hour minimum		
Notifier Dealer Truck Charge	$133.00 per day		
Contractor's Truck Charge	$105.00 per day		
Fire Extinguisher (FX) Technical Call Support Services	$61.00 per call		
ABC Fire Extinguisher Powder Fire	$5.00 per pound		
Fire Extinguisher Halon Chemical	$59.00 per pound		
Valve Stems	$17.00 per stem		
Fire Extinguisher System	**Price per Unit**		
5 pounds (Lbs.) ABC Dry Chemical	$69.00		
10 Lbs. ABC Dry Chemical	$121.00		
20 Lbs. ABC Dry Chemical	$193.00		
5 Lbs. Halotron 1	$550.00		
15 Lbs. Halotron 1	$1,265.00		
10 Lbs. Carbon Dioxide	$369.00		
Extinguisher Disposal Fee	$13.50 per extinguisher		

Systems and Parts from the original equipment manufacturer shall be at Contractor's actual cost plus a 10% markup. Where a markup is applied, Contractor shall provide receipts or invoices pursuant to Section 2.4 of Exhibit B. Any parts and proposed mark-up shall be identified in the applicable Work Authorization.

Parts and materials to perform hydrostatic testing may not be available due to the age of the cylinders at the job site. Contractor is not responsible for any systems, including fire panels and devices, that cannot be bought into service due to parts not being available.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. UMBRELLA OR EXCESS LIABILITY

Umbrella or Excess Liability insurance policy with a minimum each occurrence and aggregate limit of not less than five million dollars ($5,000,000). Such coverage must provide excess coverage for employers liability insurance, commercial general liability insurance (including completed operations) and automobile liability insurance as described above.

E. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this Agreement. Coverage shall be in an amount of not less than three million dollars ($3,000,000) per claim and in the aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they

may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara, Silicon Valley Power
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

J. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training

contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Intelligent Technologies and Services, Inc.,("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 8 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer
damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

25-83 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT

Action to (1) Delegate Authority to the City Manager to Execute Amendment One to the System Maintenance Agreement with Elster Solutions, LLC for Energy Axis Management System and Negotiate and Execute Future Purchase Orders, Agreements, or Amendments for Future Equipment or Services, and (2) Ratify Previous Payments Exceeding Council Authorization

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's electric utility, Silicon Valley Power (SVP) operates an Advanced Metering Infrastructure (AMI) system to remotely collect energy usage data from customers citywide. At the core of the AMI system are digital meters (smart meters) that record energy usage and transmit the data back to SVP through a secure network for bill processing.

On December 7, 2010 (Agenda Item 6B-12), the City Council approved a Master Agreement with Elster Solutions, LLC (Elster) for the purchase and implementation of the Elster Energy Axis AMI System, including all necessary software, hardware, and professional services as a pilot project. The Master Agreement was amended four times to complete implementation of the AMI system. Under the Master Agreement, Elster provided a turnkey AMI solution consisting of the following key components:

- The EnergyAxis Management System - the head-end software for system control, meter data collection, and network management.
- A Tropos wireless wide area network - used for data transmission.
- The purchase and deployment of smart meters.
- Installation of all associated servers and network infrastructure
- A System License Agreement (SLA) which provided licenses for software, firmware, middleware, database, troubleshooting tools, and third-party applications embedded in the Energy Axis Management System.
- A System Maintenance Agreement (SMA) which covered ongoing annual support including help desk services, technical support, updates, and optional training and upgrade support.

The total implementation cost for the AMI system was $7,490,173.20. Following successful deployment of the AMI system, the Master Agreement was not renewed after its expiration on December 31, 2015. However, both the SMA and SLA remained in effect with automatic one-year renewals to support ongoing licensing, maintenance, and technical support services for the system.

DISCUSSION

Updated SMA Terms

Similar to many technology systems, the EnergyAxis Management System requires regular hardware and software updates. Staff has been working with Elster to revise the terms of the SMA, focusing primarily on fees and service levels for future support needs.

There are no changes proposed to the terms of the SLA executed in 2014. No additional payments have been made under the SLA beyond the initial one-time license fee, which was included in the total implementation cost noted above.

Authorization for Past SMA Payments

On June 17, 2014, the City Council authorized the City Manager to execute Amendment No. 4 to the Master Agreement with Elster, which updated the terms and benefits of both the SMA and SLA. While the SMA was included in the agreement, the City Council action did not expressly authorize the continuation of SMA payments beyond the expiration of the Master Agreement in 2015.

Following system deployment, the SMA remained in effect through automatic annual renewals, and SVP has continued to rely on the agreement for maintenance and support services. Although the SMA has been in place since 2014, no payments were required until 2017. Payments were not made every year, as the need for support services varied. The total amount paid under the SMA from 2015 through 2025 is $375,000. Staff is now seeking retroactive approval for these payments.

As part of a broader review of historical agreements, staff has been determining whether the expenditure authorities for those agreements have been exceeded. As agreements with payments exceeding the City Council authorization are identified, staff will bring forward any necessary ratification actions to address the overages and ensure transparency. For many of these, the issue has been historical interpretations of expenditure authority and limits. In addition, the City does not have an automated system to track cumulative contract expenditures, which makes it more difficult to manage. To improve the City's ability to track cumulative expenditures and reduce the risk of oversight under the current manual process, the Purchasing Division is working to implement the Procurement Contracts module within the City's financial management system, PeopleSoft. This project, which is expected to be completed in 2026, will automate and centralize contract management and enhance control over all contract-related activities throughout their term.

Future Equipment and Service Needs

In addition to ongoing SMA services, SVP expects to continue to rely on Elster for equipment and support services necessary to maintain and expand the AMI system as well as replace meters and install meters for new customers. These future needs include new meter purchases, replacement hardware, field support, upgrades, and related professional services.

At the time the City Council approved the original Master Agreement in 2010, SVP served approximately 49,000 meters. Today, SVP supports approximately 60,000 meters. All meter purchases since the original agreement have been made either under separate City Council actions or within authorized staff purchasing thresholds.

Looking ahead, SVP expects continued expansion and some component replacements due to aging equipment. To address these needs, staff recommends that the City Council authorize the City Manager to issue purchase orders and/or negotiate and execute agreements and amendments with

Elster or its authorized dealers in an amount not to exceed $5,500,000 from July 1, 2025, through December 31, 2031. This amount will support anticipated SMA renewals, equipment purchases, and support services, as outlined Table 1 below.

Table 1 - Compensation Summary

Cost Element	Amount
Retroactive Authorization for Past SMA Payments (System Maintenance under the SMA from January 2017 through December 2025)	$375,000
Subtotal for Retroactive Authorization	**$375,000**
Future Equipment and Service Needs	
- Ongoing SMA Services (~$60,000 per year plus funds for potential rate increases)	$500,000
- Purchase of meters/equipment (new installations, expansion, and replacement)	$4,700,000
- Professional services (e.g., training, testing, upgrade support)	$300,000
Subtotal for Future Equipment and Services	**$5,500,000**
GRAND TOTAL AUTHORIZATION	**$5,875,000**

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for the SMA, equipment, and other services are available in the FY 2025/26 Electric Utility Fund and the Electric Utility Capital Fund. Funding in the capital fund is primarily in the New Business Estimate Project and in other capital projects based on project scope. Funding for future years will be included in the regular budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 1 to the System Maintenance

Agreement (SMA) with Elster Solutions, LLC (Elster);
2. Authorize the City Manager or designee to issue purchase orders and negotiate additional agreements or amendments to existing agreements with Elster Solutions, LLC or Elster's authorized dealers for the procurement of meters, equipment, materials, training, field services, and other related services associated with the EnergyAxis Management System and meters, in a total aggregate amount not to exceed $5,500,000 for the period of July 1, 2025 through December 31, 2031, subject to budget appropriations and the review and approval as to form by the City Attorney;
3. Ratify annual payments made under the SMA in an amount of $375,000 for the period of January 2017 through December 2025; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the SMA, purchase orders, and other related agreements, including negotiating and executing future amendment(s) to (1) add or delete services associated with the EnergyAxis or meters; (2) adjust future rates based on market conditions, and (3) make de minimis changes, all subject to budget appropriations and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Approval of an EnergyAxis Management System Contract - REPORT
2. EnergyAXIS Management System - System License Agreement (SLA)
3. EnergyAXIS Management System - System Maintenance Agreement (SMA)
4. Proposed Amendment One to System Maintenance Agreement

Meeting Date: 12/7/10

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B-12

Santa Clara All-America City 2001

Date: November 16, 2010

To: City Manager for Council Action

From: John C. Roukema, Director of Electric Utility

Subject: Approval of an EnergyAxis Management System Contract with Elster Solutions, LLC. for the Purchase and Implementation of an Advanced Metering and Utility Communications Infrastructure

EXECUTIVE SUMMARY:

The Advanced Metering Infrastructure Project (Project) consists of the purchase and implementation of a utility communications infrastructure including an advanced metering program (SVP Meter Connect). The installation of a citywide communications network will provide the backbone allowing the automation of the measurement and collection of energy use and system operational data, and the operation of distribution system equipment. The Project will position the City for compliance with future regulatory requirements and support the implementation of new technologies for the efficient and reliable operation of our system. By providing a platform for new customer services, the Project will enable the City to maintain a level of service competitive with other utilities now and in the future. Such service opportunities include providing improved power outage communications and response, pertinent and timely information about energy and water usage to customers, and a broadband communication infrastructure which will support future city Government and utility applications. Additionally, this program will allow expanded and improved access by all Santa Clara residents and visitors to outdoor public Wi-Fi.

The Project will provide near-term benefits through the SVP Meter Connect program, lowering operating costs by enabling remote energy use data collection, improving the accuracy of utility bills, providing more consistent billing periods, and reducing the number of visits to customer premises for routine functions such as the turning on and off of utility service. Future benefits are expected as other applications are integrated into this platform, including enhanced outage communications and an online portal for customers to increase understanding of electricity and water use. Increased benefits will accrue over time as additional systems are integrated and functionality is expanded.

In FY08/09, a Capital Improvements Project and five-year plan was approved for the purpose of defining, procuring and implementing an Advanced Metering Infrastructure to work in conjunction with other City systems. Under this plan, Council has approved the acquisition of a Meter Data Management System through Siemens Corporation. The next phase includes the implementation of a secure IT infrastructure, integration of production and data management systems including the utility billing system, and completes the outdoor WiFi Wide Area Network.

An extensive, multi-departmental RFP process for the Project was performed, and highly competitive proposals were received from six major providers. Staff recommends the selection of Elster Solutions, LLC. Elster has produced metering infrastructure for 170 years and is highly regarded in the field.

The agreement with Elster provides for the purchase of the AMI and WiFi equipment and software, and professional services to support the necessary installation and configuration these systems. In addition, the agreement defines the ongoing support for the products. Under Phase 1 of the proposed agreement, Elster will install the EnergyAxis management system, a City-wide WiFi network and enough water and electric meters to validate the functionality meter-to-billing. Mass meter deployment will be delayed until the information transfer infrastructure is in place and fully tested. Meter deployments in future phases will be subject to funding and approval with the initial focus on our largest customers starting as early as next fiscal year.

A master services agreement will be utilized to govern all phases of the project and the equipment and services to be provided by Elster. A copy of the EnergyAxis Management System Contract with Elster Solutions, LLC is available for review in the Council offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the agreement will allow the City to achieve operational process improvements, improved customer service and fulfillment of existing and pending regulatory requirements. The WiFi system implementation will support the SVP Meter Connect functionality, provide broadband public access to the internet, support general economic development, and support a range of potential future municipal applications. The utilization of Elster products and services is expected to lower meter reading costs in the longer-term by collecting utility meter data and delivering field services such as remote service starts and stops, without visiting customer premises, as well as improving the accuracy and timeliness of customer utility bills.

ECONOMIC/FISCAL IMPACT:

The cost of goods, services and travel in the EnergyAxis Management System Contract with Elster Solutions, LLC is not to exceed $2,389,397.17. The cost of the first year of the Annual Software Maintenance in the EnergyAxis Management System Contract with Elster Solutions is not to exceed $115,050.08. Total not-to-exceed cost is $2,504,447.25. Funding for these services is available in the utility enterprise Capital Improvement Budget: Implementation of Advanced Metering Infrastructure, account 591-1313-80300-2111-[F]39700.

RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, the EnergyAxis Management System Contract with Elster Solutions, LLC, in an amount not to exceed $2,504,447.25, for the Purchase and Implementation of an Advanced Metering and Utility Communications Infrastructure.

John C Roukema

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds:
591-1313-80300-2111 $2,504,447.25

Gary Ameling

Gary Ameling
Director of Finance

APPROVED:

Jennifer Sparacino

Jennifer Sparacino
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) EnergyAxis Management System Contract with Elster Solutions, LLC

ENERGYAXIS® MANAGEMENT SYSTEM CONTRACT

BETWEEN

CITY OF SANTA CLARA, CALIFORNIA

AND

ELSTER SOLUTIONS, LLC

[DATE]

MASTER AGREEMENT

THIS MASTER AGREEMENT (this "Agreement") is entered into between **Elster Solutions, LLC,** a Delaware limited liability company ("Elster" "Contractor" or "Seller"), and City of Santa Clara, California, a chartered California municipal corporation, (hereinafter referred to as "City" or "Licensee"). Together Elster and City shall be known as "the parties".

1. **Entire Agreement.** This Master Agreement, together with the Exhibits attached hereto constitute the entire Agreement between the City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon the City except where amended by written change and signed by both parties hereto. This Agreement shall include:

   a) Master Agreement
   b) Exhibit A – Statement of Work and corresponding Phases and Calls
   c) Exhibit B – Elster Software License Agreement
   d) Exhibit C – Elster System Maintenance Agreement
   e) Exhibit D – Elster Equipment Maintenance Agreement
   f) Exhibit E- Insurance Requirements
   g) Exhibit F- Ethical Standards for Contractors Seeing to Enter into an Agreement with the City of Santa Clara, California
   h) Exhibit G- Affidavit of Compliance with Ethical Standards
   i) Exhibit H – Technical and Functional Requirements
   j) Exhibit I- Tropos Standard License Agreement
   k) Exhibit J- Confidential Pricing Schedule

   The Elster Software License Agreement and System Maintenance Agreement are included herein since their signing by the City is a requirement for completion of the Master Agreement. They will survive and remain in effect as per their individual requirements after this Master Agreement is ended or terminated.

2. **Term of Agreement.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement through December, 31, 2015. The Agreement shall terminate at 11:59 p.m. on December 31, 2015.

3. **Supply.** This Master Agreement will cover the supply of certain goods, software and services as delineated herein to provide an Advanced Metering Infrastructure (AMI) system (the "System") for electric meters for City.

4. **The Project.** Elster shall sell the equipment (the "Equipment"), provide the services (the "Services"), and license to City the software (the "Software") described in Exhibit A-Statement of Work attached hereto and incorporated herein by reference for the prices shown in Section 6 herein. The duration of the Project is expected to run from the Effective Date through December 31, 2015, subject to an overall project schedule to be determined during system planning that is mutually agreeable to and signed off on by the parties.

5. **Applicable Terms.**

   a) All Equipment and Services shall be sold and delivered pursuant to the Master Agreement.

b) All Software shall be licensed pursuant to a separate software license agreement to be executed by the parties in the form of the Software License Agreement, attached hereto and incorporated herein by reference as Exhibit B - Software License Agreement.

c) After installation, support for the software system will be provided by Elster in accordance with a System Maintenance Agreement (SMA), attached hereto and incorporated herein by reference as Exhibit C - System Maintenance Agreement, Exhibit D – Equipment Maintenance Agreement. Exhibit I– Tropos Standard License Agreement.

6. **Prices.** In consideration of the Equipment and Services, City shall pay Elster the amounts listed in Exhibit J, Confidential Pricing Schedule, in U.S. Dollars. The amounts listed in the pricing table of Exhibit J, Confidential Pricing Schedule, are binding.

a) Unless otherwise specified by Elster, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. The City will assume the payment of all taxes, duties, fees and other charges assessed by any taxing authority in the City's country or country of ultimate destination with respect to the goods order. The City agrees to pay or reimburse any such taxes, duties, fees or other charges which Elster or its suppliers are required to pay or collect. If the City is exempt from the payment of any tax or holds a direct payment permit, the City shall, upon order placement, provide Elster a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

b) Notwithstanding the foregoing, Elster reserves the right to increase the pricing set forth in Exhibit J for goods only, upon each anniversary date of the completion of the Implementation and O &M Phases of the Agreement, by an amount not to exceed that necessary to bring the pricing equal to the then current lowest list price for such goods.

c) Custom Integration - None is included in the base Contract scope. If Elster is subcontracted for integration work, City will provide Elster with legal access to any formats or protocols necessary to develop the file structures and will provide suitable and timely support for testing support at no cost to Elster. Elster will not unreasonably withhold cooperation with any City financial or utility billing software vendor. Integrated software produced by Elster will be licensed to City under the Software License Agreement and supported under the System Maintenance Agreement.

7. **Payment.** City shall pay for Elster deliverables per the following payment schedule:

a) **Elster meters** - will be invoiced FOB point of shipment from its factory and paid for per the terms of the Elster General Terms and Conditions.

b) **Elster EA_MS Software License Fees** – The Base Software license fee and initial Per Meter License fees will be invoiced upon completion of EA_MS installation and training at site. Additional per meter fees will be issued after periodic audit, but not more than quarterly each year. No credit will be given for audits resulting in fewer meters on the EA_MS system.

c) **System Maintenance fees** - Will be billed upon completion of Software installation and training for the first partial calendar year after installation and annually thereafter unless terminated by City.

d) **Project Support Services** - will be invoiced in accordance with Exhibit A Statement of Work. **Travel and living expenses** – Expenses for Elster personnel for on-site work shall be billed monthly at its cost plus ten percent (10%) upon completion of the travel. Airfare will be via coach fare, moderate hotel accommodations, with receipts to be submitted for expenses over $25.

e) **Payment terms** are net cash, payable without offset, in United States Dollars, by check or by wire transfer to the account designated by Elster due 30 calendar days from date of invoice. For any amount past due, the City shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Elster's attorneys' fees and court costs incurred in connection with collection.

8. **Delivery Terms.**

a) All goods manufactured, assembled or warehoused in the continental United States and to be delivered within the United States are delivered FOB Elster factory point of shipment. Goods delivered outside the United States will be delivered Ex Works, and the City shall arrange for export clearance. The City shall be responsible for any and all demurrage or detention charges. This is Elster's standard delivery term.

b) If the City requests and Elster agrees in a Proposal that goods shall be delivered FOB point of destination, Elster will deliver such goods FOB point of destination as selected by the City with all freight costs prepaid by Elster. In order for Elster to cover the administrative, insurance, and logistic expenses involved with FOB point of destination deliveries, Elster shall add to the amount invoiced to the City an amount equal to 2% of the purchase price of the goods being delivered. This amount will be added to the invoice as a separate line item.

c) If the scheduled delivery of goods is unreasonably delayed by the City or by Force Majeure, Elster may move the goods to storage for the account of and at the risk of the City whereupon it shall be deemed to be delivered.

d) Shipping and delivery dates are contingent upon the City's timely approvals and delivery by the City of any documentation required for Elster's performance hereunder.

e) Claims for shortages or other errors in delivery must be made in writing to Elster within ten (10) days of delivery. Goods may not be returned except with the prior written consent of and subject to terms specified by Elster. Claims for damage after delivery shall be made directly by the City with the common carrier.

f) Unless otherwise agreed in writing by the parties, the City shall be responsible for any required export/import licenses. The obligations of the City to pay for the goods shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation of any required export/import licenses.

g) Delivery terms for the Software shall be as set forth in the Software License Agreement - Exhibit B.

9. **Inspection and Acceptance.** The City shall have up to thirty (30) days after delivery of the goods to the specified delivery point to inspect and reject or accept the goods in writing. Failure to reject the goods in writing, citing any applicable non-conformity to a purchase order, order release or specification during such time shall be deemed acceptance of the goods.

10. **Title and Risk of Loss.** Title to the goods shall pass to the City upon its receipt of the good determined by the City's choice of delivery according to either 5 (a) or 5 (b) above. Notwithstanding any agreement between the City and Elster with respect to delivery terms or payment of transportation charges, Elster's standard term for risk of loss or damage shall pass to the City upon delivery to the FOB Elster factory point of shipment/Ex Works delivery point (as defined in INCOTERMS, 2000 edition, published by the International Chamber of Commerce, ICC Publication 560). Notwithstanding the foregoing, title to any software delivered to the City shall remain in Elster, and the City shall receive only a license to use such software pursuant to the terms of the applicable software license agreement between the parties.

11. **Software License Agreement.** The Software License Agreement, Exhibit B, shall govern the licensing and use by City of the Software.

12. **System Maintenance Agreement.** The System Maintenance Agreement (SMA) in Exhibit C shall govern the responsibilities of Elster for software support and maintenance while the SMA is in effect.

13. **Order of Precedence.** In the event of any inconsistencies among the documents, the Software License Agreement shall control with respect to any issues relating to the Software, and the following order of precedence shall apply with respect to any other issues relating to this Agreement:

    a) This Master Agreement
    b) Exhibit A - Statement of Work - Equipment, Services, Software; and Schedule

14. **Assignment.** City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without the prior written approval of City.

15. **Cancellation; Waiver.** Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Any order release may be cancelled by the City only upon prior written notice and payment of cancellation charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of cancellation and all expenses incurred by Elster attributable to the cancellation, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs. Payment shall be made within 30 days after the date of invoice. The waiver, express or implied, by any party of any of its rights arising under this Agreement, shall not constitute or be deemed an ongoing waiver or a waiver of any other right hereunder, whether of a similar or dissimilar nature.

16. **Severability Clause.** In case any one or more of the provisions in this Agreement shall, for any reason be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of other provisions, which shall remain in full force and effect.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. For the purposes of this Agreement, a facsimile signature shall be deemed an original.

18. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court of California, San Jose, California.

19. **Dispute Resolution.**

    a. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

    b. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

    c. The costs of mediation shall be borne by the Parties equally.

    d. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this

Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

20. **Independent Contractor.** Contractor and all person(s) employed or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however to manage its employees, in their performance of Services under this Agreement. Contractor is not authorized to City to any contracts or other obligations.

21. **No Third Party Beneficiary.** This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

22. **Delays.** Neither Party shall be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by unforeseeable causes beyond its reasonable control, including but not limited to acts of war (declared or undeclared), Acts of God, acts of war or terrorism, fire, strike, labor difficulties, insurrection or riot, embargo or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or performance will be extended by period equal to the delay.

23. **Changes.** Any changes requested by City affecting the ordered scope of work must be accepted by Elster and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change. All requested contractual changes shall be in writing between the City Project Manager and the Elster Project Manager when the change impacts project scope or project schedule. Should City request changes to the contract, the City Project Manager and Elster Project Manager will manage and schedule the impacts of those changes as indicated above, including information on cost and scheduling impacts, if any. Changes to the scope requirements will be priced per the unit pricing in Section 5 of the Master Agreement, if applicable or otherwise on request from Elster. Elster may, at its expense, make such changes in the goods and services as it deems necessary, in its sole discretion, to conform the goods and services to the applicable specifications. If the City objects to any such changes, Elster shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

    Any changes to the system or hardware initiated by City either before or after delivery may necessitate upgrades to third party licenses which may be based on changes in named users, application, number of meters, number of system CPUs or processors, or other criteria and payment for any additional third party license fees will be the responsibility of City unless such costs are specifically noted as included in Elster's Scope of Supply in Exhibit A.

24. **Termination.** Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. Any order or contract may be terminated by City only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of the notice of termination. Payments shall be made within 30 calendar days from receipt of invoice and acceptance of the goods in accordance with Section 7. Elster may terminate any order for nonpayment. No termination by City for default shall be effective unless, within thirty (30) calendar days after receipt by Elster of City's written notice specifying such default, Elster shall have failed to initiate and pursue with due diligence correction of such specified default.

25. **Hold Harmless/ Indemnification.** To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, and employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or

omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

a) Notwithstanding anything herein, in no event shall either party be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays and claims of customers of the City or other third parties for damages. Contractor's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed the amount paid by the City to Contractor at the time the claim is made. This limitation on liability shall not apply to claims for personal injury or death. In no event shall Contractor be liable for any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use of any goods by the City or any failure by the City to follow its own safety procedures in connection with the installation or use of the goods.

b) All causes of action against Elster arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the installation of the product to which such claim relates.

26. **Monitoring of Services**. City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

27. **Responsibility of Contractor**. Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

28. **Warranties.**

a) Hardware and Services supplied by Elster are to be delivered and warranted in accordance with the following: Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

Contractor warrants that goods shall be delivered free of defects in material and workmanship and that services shall be performed in a good and workmanlike manner. The warranty

remedy period for goods shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

If a nonconformity to the foregoing warranty is discovered in the goods or services during the applicable warranty remedy period, as specified above, under normal and proper use and provided the goods have been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Contractor promptly after such discovery and within the applicable warranty remedy period, Contractor shall, at its option, either (i) repair or replace the nonconforming portion of the goods or re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of goods or services.

Notwithstanding anything herein, in no event shall Contractor be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at City's risk and expense. Contractor shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been used in a manner contrary to Contractor's instructions; or (iv) are comprised of materials provided by or a design specified by City.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE CITY'S EXCLUSIVE REMEDIES AND CONTEACTOR'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

Notwithstanding the foregoing, goods supplied by Contractor but manufactured by others are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

For warranty returns of Elster metering hardware, Elster will pay freight to Elster factory in Raleigh, NC. Elster will provide all freight charges for return of repaired or replaced items from its factory. After the vendor's Warranty period, City is responsible for payment of any support or maintenance agreements for computer hardware and/or customer supplied third party software used in the system.

b) Warranty and other terms for the software will be per the Software License Agreement, Exhibit B.

29. **Confidentiality of Material.** All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

30. **No Pledging of City's Credit.** Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

31. **Use of Name or Emblem.** Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

32. **Ownership of Material.** All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared exclusively for the City under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

33. **Right of City to Inspect Records of Contractor.** City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

34. **Fair Employment.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

35. **Insurance Requirements.** During the term of this Agreement, and for any time period set forth in Exhibit E, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit E.

36. **Compliance with Ethical Standards.**

Contractor shall:

a. Read Exhibit F, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

b. Execute Exhibit G, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

37. **Notifications.** All notices to the Parties shall, unless otherwise requested in writing, be sent to and addressed as follows:

To City of Santa Clara SiliconValley Power Attention: Director of Electric Utility 1500 Warburton Avenue Santa Clara, California 95050 JRoukema@svpower.com	To Elster Michelle L. Simmons Contract Services Administrator Elster Solutions, LLC 208 S. Rogers Lane Raleigh, NC 27610 Michelle.simmons@us.elster.com Or by Facsimile at: 919-250-5483

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

38. **Conflicts of Interests.** This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

39. **Export Control.**

a) The City represents and warrants that the goods and services provided hereunder and the "direct products" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. The City agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Elster or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

b) If applicable, Elster shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by the City. The City shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Elster. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Elster without liability for damages of any kind resulting from such cancellation. At Elster's request, the City shall provide to Elster a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Elster.

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40. **Resale.** If the City resells any of the goods (other than software, which is non-transferable), the sale terms shall limit Elster's liability to the buyer to the same extent that Elster's liability to the City is limited hereunder. In addition, when reselling any of the goods, the City shall maintain strict compliance with the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the sale, license and delivery of technology or goods abroad by persons subject to United States law. Resale of goods does not transfer unique LAN identification or software embedded in or related to meters. The buyer of resold goods must contact Elster directly for such components.

IN WITNESS WHEREOF, the parties have authorized their representatives to execute this Agreement effective as of the last date written ("Effective Date").

CITY OF SANTA CLARA, CALIFORNIA
A chartered California municipal corporation

APPROVED AS TO FORM:

ELIZABETH H. SILVER
Interim City Attorney

ATTEST:

RON DIRIDON, JR.
City Clerk

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone : 408-615-2210
Fax : 408-241-6771

ELSTER SOLUTIONS, LLC
a Delaware limited liability corporation

By: H. N. KLETT
Title: Vice President, Business Development
Address: 208 S. Rogers Lane
Raleigh, NC 27610
Telephone: (919) 212-4875
Facsimile: (919) 250-5483

EXHIBIT A
STATEMENT OF WORK
EQUIPMENT, IMPLEMENTATION, SERVICES, SOFTWARE AND SCHEDULE

1 Project Overview

The purpose of this Statement of Work (SOW) is to define the work to be completed by all members of the Elster Solutions (ES) project team, which includes 3rd party contractors as approved by City of Santa Clara (herein referred to as CITY) for the successful turn-key implementation of an Elster EnergyAxis Automated Metering Infrastructure (AMI) system as specifically provided herein (the "Project"). This SOW is issued in connection with the Master Agreement between City of Santa Clara, California and Elster Solutions, LLC and is subject to the terms thereof. The following pages are intended to assist all parties in understanding roles and responsibilities, tasks, and Project timelines. Also, this document provides visibility into the interdependencies and inter-relationships required to achieve the desired outcome. Both parties have agreed upon this document and its content.

The goal of the Project is the delivery of a complete Elster 900 MHz EnergyAxis Management System (EA_MS) including meters and a head end server for data collection, and a Tropos wide area communications network (WAN) for deployment throughout the City of Santa Clara, California as further defined in this document. The EA_MS and Tropos Control computer systems shall be installed at CITY's designated premises in Santa Clara for the purpose of operating an Elster EnergyAxis AMI system and a Tropos WAN.

For this project, the scope of deliverables is anticipated to occur over multiple years in multiple phases. The main body of the SOW defines the roles and responsibilities of Elster's and CITY's Project Team, while the itemized deliverables are documented under each deployment phase. The anticipated phases are:

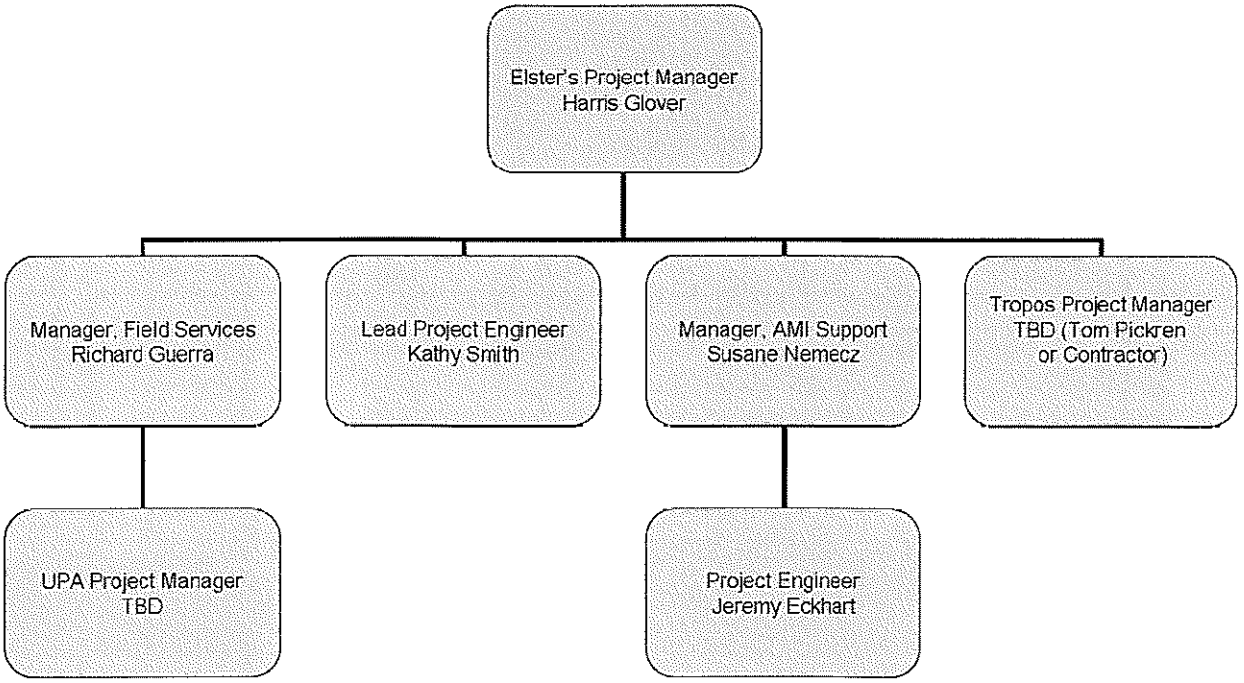
1. Phase 1 Deployment
    a. Implementation of EA_MS
    b. Implementation of WAN
    c. Deployment of meters in a proof of concept area
    d. Establish meter to billing system integration via City Meter Data Management System and Utility Billing System
2. Phase 2 Deployment
    a. Deployment of additional meters
    b. Deployment of other capabilities as requested by CITY
3. Phase 3 Deployment
    a. Deployment of additional meters
    b. Deployment of other capabilities as requested by CITY
4. Phase 4 Reserved
    a. Deployment of additional meters
    b. Deployment of other capabilities as requested by CITY
5. Phase 5 Reserved
    a. Deployment of additional meters

b. Deployment of other capabilities as requested by CITY

2 Project Organization and Procedures

Within 10 working days of the Effective date of the agreement, Elster and CITY shall designate a responsible individual, reasonably acceptable to the other party, as its project manager (the "Elster Project Manager" and the "CITY Project Manager", respectively). Each project manager shall have adequate authority and competence to serve as a project leader and work with the other party with respect to the Project.). CITY shall provide project management for their scope of deliverables as defined herein and to support the operations and maintenance of the EA_MS Server and Gridcom WAN communication network. CITY shall also work with Elster to define the operational procedures and future integration requirements to support eMeter's MDM, billing, work order management and inventory, archiving of data and disaster recovery processes.

The proposed project organization is included below. CITY similarly shall identify key members in support of this implement.



Elster shall provide project management and coordination for its scope of deliverables as defined herein and provide the goods and services in accordance with the final project schedule set out in each deployment phase.

The Elster Project Manager shall function as a part of the overall program management team led by CITY. The Elster Project Manager shall institute specific procedures as required to coordinate activities with CITY and to internally manage the work. This section discusses some of those procedures. These procedures shall be coordinated with the overall program management procedures implemented by CITY.

At the time of the commencement of the Project, an Elster project team shall be formed. The initial task for the project team shall be a Project Planning activity as discussed in Section 3.1 to define and understand mutually acceptable project milestones and deliverables.

The Project procedures to be followed during the course of the Project describe all communications, interface requirements, and means to control the activities between CITY and

Elster project teams. These procedures shall be coordinated with the overall program management procedures implemented by CITY.

2.1 Transmittals and Submittals

The Elster Project Manager shall approve all formal Elster transmittals. CITY and the other parties are requested to implement a similar transmittal policy during the project planning activity, to assure that documents are properly tracked and recorded. This transmittal procedure shall be coordinated with the overall program management procedures implemented by CITY.

2.2 Project Scheduling

Elster utilizes computer-based project scheduling tools to schedule project activities and to track progress. These scheduling tools utilize a Gantt chart network to identify the interdependencies and precedence relationships between project tasks. Project schedules include customer Statement of Work requirements and their dependencies.

The project schedules shall be used by the Elster Project Manager, Project Engineers and AMI Field Services Engineers to plan and control execution of the Elster project scope of supply. These scheduling procedures and the deployment schedules shall be coordinated with the overall program management scheduling implemented by CITY.

The Elster Project Manager is responsible for monitoring progress on the Project schedule, including major milestones associated with contract deliverables.

2.3 Project Control

Elster shall use project control procedures, identified and agreed upon by both parties, during the planning stage, to ensure that project schedules and objectives are accomplished in a timely and effective manner. The control function involves working with the project staff to determine the progress being made, and what problems, if any, are being encountered in the execution of the work. Based on regular reviews, corrective actions shall be taken to prevent or resolve problems. The exact form of these reports will be mutually agreed upon by the CITY and Elster during the Project Planning meeting. Examples of potential reports are project status report, project timeline (MS Project), communication matrix, action register, project delivery report (hardware, meters, etc).

The Elster Project Manager is required to make project reports to CITY based on a weekly schedule. If a project review indicates that progress is not in accordance with plan, corrective actions are required to return the Project to schedule. These reviews help to focus on the most effective course of corrective action, i.e., the course of action that avoids delays in the overall Project schedule and provides critical path mitigation.

Elster shall coordinate all deployment control procedures and reporting functions with the overall program management control procedures implemented by CITY.

2.4 Progress Reports

Progress reports shall be transmitted by Elster to CITY Project Manager based on a mutually agreed schedule.

Included in these reports shall be a narrative including Project metrics, prepared by the Elster Project Manager, which addresses progress and key issues associated with the Project. The contents of the progress report narrative shall include the following:

- Updated project schedule showing project status compared to plan.
- Previous month's progress
- Activities scheduled for the following month
- Problem areas (risks and issues)
- Open action items and status
- Open contractual issues
- System performance metrics
- Deployment production reports

2.5 Requesting Changes to the Project Plan

All requested changes to the Project plan shall be in writing between the CITY Project Manager and the Elster Project Manager when the change impacts Project scope or Project schedule. CITY and Elster shall review all submitted documents within five (5) business days of submittal, as per the transmittal process established during the project planning activity. If no discrepancies are indicated within such time, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these shall be transmitted by the receiving party to other team's Project Manager.

This documentation review/approval process shall be coordinated with the overall program management control procedures implemented by CITY.

CITY Project Manager and Elster Project Manager shall manage and schedule the impacts of those changes as indicated above, including information on cost and scheduling impacts, if any. Changes to the scope requirements shall be priced per the unit pricing if applicable or otherwise on request from Elster.

2.6 Project Review Meetings

Elster project management approach includes continual customer participation throughout the Project, which shall be necessary to achieve overall project success. Part of this participation includes project review meetings, which shall take place on a mutually agreed to schedule, that shall normally cover a range of topics, including: status and schedule reviews, review of problem areas, coordination of CITY and Elster scope activities, exchange of technical information, and design reviews of future work to be performed by the project teams.

These meetings shall include CITY and Elster personnel and/or their partners as required to address the key issues. To the extent possible, meetings shall be conducted via telephone or video conferencing. The Elster and CITY Project Managers shall mutually agree upon the frequency of these project meetings. The Elster and CITY Project Managers shall also mutually agree to the timing, frequency, and location of any face-to-face meetings. Minutes of the meeting shall be distributed to each project manger's respective leadership.

3 Primary Tasks and Milestones

3.1 Elster Tasks and Responsibilities

Elster shall provide a single point of contact to the CITY to manage Elster's tasks and responsibilities.

3.1.1 Provide Project and Technical Planning and Management

This task includes a two-day on-site meeting, followed by additional meetings as required, to gather site survey data for scope of work development that will including discussion of installation of the Tropos Gridcom server, EA_MS server, network elements, CITY's system interface requirements, field equipment site selection and system deployment for the System Acceptance Test, system operational procedures, and system turnover criteria. This Project and Technical Planning shall result in documents to be reviewed and approved by the CITY including:

a. Finalize Project Plan
    i. Issues management
    ii. Change management
    iii. Risk management
    iv. Communications management
    v. Quality management
    vi. Problem resolution
b. Finalize Project Schedule – A project schedule for each deployment phase shall be jointly developed and mutually agreeable between Elster's and CITY's Project Team. The project schedule shall be included with each deployment phase.
c. Project resource allocation
d. Complete System Planning
    i. Technical architecture
    ii. Data flow
e. Complete Network Planning
    i. Network architecture
f. Finalize Application and Third Party Software List
g. Finalize Implementation Plan
h. Finalize Installation Plan
i. Finalize Meter Recycling Plan
j. Finalize Project, System and Network Report Formats
k. Finalize Test Plan and Related Documentation
l. Finalize Turnover/Transition Plan
m. Provide Project Status Reporting
n. Lead Project Status Meetings

3.1.2 Supplying Equipment

Elster shall provide AMI element hardware as defined in each deployment phase, and as itemized in Exhibit J Elster Confidential Pricing Schedule, including:

a. Tropos radios for WAN communication

b. EA_gatekeepers for AMI network communication

c. Electric AMI meters

d. Water AMI meters

e. EA_Inspector handheld for RF troubleshooting

3.1.3 Provide and Install EA_MS Server Software

Elster shall provide one (1) DVD of the EA_MS software **version 7.x** for system management and meter data collection and supervise the installation and operational verification of the software. During this installation, Elster shall expose available Web Services for the interface with the MDMS.

As part of this installation effort, Elster personnel shall work with CITY personnel to perform an operational checkout of the system and shall configure and verify operation of remote access to the system from the Elster Raleigh, NC office.

Note: if CITY's IT practices require re-installation and reconfiguration of EA_MS software, the additional time shall be billed on a time and material basis.

3.1.4 Provide and Install Tropos Gridcom Server Software

Elster shall provide one (1) DVD of the Tropos Gridcom version 7.3.1.3 software for management of the WAN communication network and supervise the installation and operational verification of the software.

3.1.5 Provide Work Order Management System Support

Elster shall work with the CITY to develop the file format to be used for importing meter exchange data within 48 hours of the installation day. The 48 hours shall be used to conduct or "scrub" the data, which includes QA analysis of photos for meter reading confirmation as well as assurance of proper meter deployment standards. The meter installation data will reside with Elster for up to one year, when it will be transferred to the City for disposition.

3.1.6 Provide EA_MS to MDMS interface support

If the CITY should require functionality enhancements or integration support not supported by the base functionality of eMeter's AMI adaptor, the CITY may engage Elster's Professional Services for these integration services or function enhancements. These efforts will be scoped and a new SOW will be provided for the CITY to review and agree to before the effort would begin. If the CITY desires Elster provide general support and consultative services to the CITY related to the EA_MS to MDMS integration, the CITY may engage Elster Professional Services on a Time and Materials (T&M) basis per the rate schedule included in Exhibit J – Elster Confidential Pricing Schedule.

3.1.7 WAN Network Design

The WAN network design shall provide coverage for the entire CITY based on residential and industrial zones. The CITY service area is approximately 18 square miles with 12 residential and 6 industrial square-mile zones.

Elster shall provide as-built documentation of the WAN network for approval by the City. As-built documentation shall include, at a minimum, network diagram, system architecture, router locations, and performance test results from Tropos Control.

The WAN network shall be designed based on the following criteria:

a. Required site surveys shall be performed by Elster in coordination with CITY to arrive at a mutually agreed design for the mesh network implementation.

b. The network design is planned to utilize the existing City of Santa Clara Enterprise fiber network infrastructure to provide the Capacity Injection Layer for the wireless mesh network as shown in the System Architecture diagram attached hereto and incorporated herein. The Tropos stationary wireless routers (7320/6320 Gateways and Nodes) shall provide the Mesh Access Layer of the network and the Tropos mobile wireless routers (4310 Mobile Node) shall provide the Mobile Mesh Access Layer.

c. Individual virtual wireless networks shall be defined for each City of Santa Clara user community (up to 16), with assigned ESSID, VLAN, IP subnet, and data traffic routing according to City requirements

d. Minimum Required Number of Routers – The General Plan Map obtained from Santa Cara website shows roughly 12 square miles of the City are zoned for Residential, Community Retail, Commercial, Tourist, and Parks & Recreation. The remaining areas of the City are zoned for light/heavy Industrial use. The Tropos mesh network shall be deployed with the appropriate router density based on the anticipated usage of the network in each of the aforementioned zones.

	Router Density	Router Spacing	# Routers
Residential (12 sq miles)	42 routers per sq mile	875 ft	504
Industrial (6 sq miles)	16 routers per sq mile	1418 ft	96
		Total	600

e. Capacity Injection – Minimum Number of Connections to CITY Fiber:.
The minimum nodes to gateway ratio required to achieve the desired performance level is 9 to 1 or 540 nodes and 60 gateways. Gateways need to be evenly distributed across the entire City to achieve the 9 to 1 ratio. CITY shall be responsible for bringing mid-mile connections to the gateway locations and terminating the fiber at the gateway with a media converter. Residential areas shall require 4 gateways per square mile and industrial areas 2 gateways per square mile. Therefore, in anticipation that the highest traffic demands will be in the residential, non-industrial areas, the Gateways will be deployed accordingly.

	Capacity Injection	# Gateways
Residential (12 sq miles)	4 Gateways per sq mile	48
Industrial (6 sq miles)	2 Gateways per sq mile	12
	Total:	60

f. A Network Design Document shall be delivered for the project within 60 days of contract execution for the CITY to review, approve and issue notice to proceed.

g. The design shall utilize the City fiber optic maps where feasible for selecting Gateway locations, but should assume fiber will be extended or a point to point or multi point microwave will be installed for capacity injection if needed to meet performance requirements. Where feasible, Elster shall work with the CITY to prioritize existing fiber access locations in defining where to site the WAN gateways.

h. The Gateway to Node ratio design is not to exceed ten (10) Nodes per Gateway.

i. A city wide Design based on asset locations shall be developed using Google Earth. The design shall plan for the total number of radios required for the network reflecting

Residential and Industrial areas. The visual design shall show router spacing, density and highlight gateway and node locations.

j. The network design requirement for hops from nodes to gateway is that ninety percent (90%) of the Nodes will meet the three hop criteria with a fourth hop allowed for ten percent (10%) of the Nodes. Throughput service level agreements shall be met as established in the Appendix J-1 of Exhibit J.

k. A mutual design review shall be completed and accepted before network deployment begins.

3.1.8 Test Proof of Concept (POC) Area

A POC will be conducted to test the WAN network performance and coverage and shall include:

a. A 42 router (1 square mile) POC with 4 mid-mile connections will be deployed in a residential area.

b. A 16 router (1 square mile) POC with 2 mid-mile connections will be deployed in an Industrial area.

c. Elster shall provide Tropos Control reports to show mesh performance results of 3Mbps bi-directional performance between routers for at least 95% of the routers deployed.

d. Elster shall also provide a coverage map based on street centerlines on the POC areas using Tropos Drive.

e. Elster shall test end-to-end throughput of the entire POC consisting of 58 routers.

- Test points are identified by a street intersection or address identifier and latitude/longitude for repeatability
- Test points shall be on a sidewalk next to a paved road within the coverage area
- Test points shall be within 200 feet of the nearest Tropos router and not obstructed by buildings, trees or other obstacles
- One test notebook PC will be used for this purpose with an off-the-shelf internal Wi-Fi chip (50 mW)
- The test notebook PC will be free of viruses and other performance-impacting software including encryption and will be reserved for this purpose. Tropos engineers will verify that the laptop configuration is correct.
- The test shall be performed to an Ookla or equivalent server residing on the City network
- Throughput to the laptop will be at least 1.5 Mbps for 95% of the 58 fixed test points
- Three data transfer tests will be performed for each point and at least one test must achieve the throughput requirement
- Tests with unusually high noise (2.4 GHz noise level exceeding -90 dBm) will be discarded. Discarded tests shall not exceed 10% of total number of tests.

f. Elster shall provide testing results to CITY to for signature to pass the design criteria. Once signed, performance and coverage testing will be deemed sufficient for the City wide deployment. Elster shall provide mesh performance results for the City wide network using Tropos Control and Tropos Drive. CITY shall be allowed to select additional 5% of the routers for detailed throughput and data transfer testing to evaluate performance to stated service levels.

WAN Throughput and performance:

a. Peak Performance for Wireless Mesh Network

- 95% of routers in the network shall be capable of delivering a minimum of three (3) Mbps bi-directional peak throughput performance.
- Peak performance is defined as measuring maximum throughput testing to a single router at any location within the network.
- Throughput will generally be tested through the Tropos NUTT test. The Tropos NUTT test results will be validated by ten (10) independent throughput tests to a server connected to the core or hub network. Once the Tropos NUTT test is validated, the NUTT test will serve as the metric for backhaul network performance.

b. Simultaneous Network Throughput Performance

- Every Access Point in the network shall be capable of delivering a minimum of one (1) Mbps bi-directional simultaneous throughput performance.
- The simultaneous throughput performance shall be tested initially through a simultaneous test to up to ten (10) AP's behind a single Gateway. The simultaneous throughput of every AP must reach a minimum of one (1) Mbps.
- Multiple Gateway or a network wide maximum throughput test should be completed for disaster recovery, however as the deployment is expected to be staged and the backhaul capacity is also a gating factor for the network, the only initial usable performance metric for simultaneous throughput is on a per Gateway basis.
- Tropos NUTT Tests or IPERF equivalent tests will be used and accepted.

WAN Network Availability:

a. Network Availability is measured by a Network Monitoring System (NMS) which will utilize PING or an SNMP poll of the network to measure availability continuously over a 24 hour period. The NMS is not yet defined for the project and may be provided by either Vendor or City resources, to be determined.
b. Core Network Availability is required to be one hundred per cent available (100%) over a forty eight (48) hour period to support the wireless mesh network testing and injection layer is required to be ninety nine point nine (99.99%). The Core and Injection Layer are both city provided and managed networks.
c. The Network Availability requirement for the wireless mesh network is ninety nine point nine nine percent (99.99%) available over a forty eight 48 hour period for the wireless mesh network. CITY and Tropos will test when the wireless mesh network is fully deployed. Tropos Control can provide stats and reports for the wireless mesh network to CITY.

Additionally, the AMI network gatekeepers as well as electric and water elements shall be deployed in the POC area for verification of the installation process and the IT data transfer between the CITY's CIS and the installation WOMS.

3.1.9 Install AMI Electric and Water Element Hardware

Elster shall install the AMI electric and water elements. The installers shall be trained installation technicians meeting the safety guidelines of CITY. The installers shall have uniformed vehicles as well as uniforms and ID badges. Installation services include placing door hangers, 24/7 Call Center, properly sized and equipped cross-dock and warehouse, and provide storage of removed equipment for up to 30 days

Installation of electric elements shall include:

a. Visual inspections for diversion, hazardous conditions or meter tampering
b. Voltages taken at all sites to identify maintenance issues, confirm correct meter forms and identify thefts
c. Confirming of meter location and address
d. Ruggedized handhelds with Work Order Management for automated data processing
e. Production reports that include completed, skipped, return to utility, and customer issues
f. Data scrubbing and validation before uploading to CIS system
g. Web-based tool to monitor daily status with user ID and password
h. Medical alert awareness
i. Sealing strategy awareness
j. Capturing GPS coordinates in decimal degrees to the 5th decimal
k. Taking digital images of as-found and as-left
l. Inventory management and control
m. Site clean up

Installation of water elements shall include:

a. Visual inspections for diversion, hazardous conditions or meter tampering
b. Confirming of meter location and address
c. Ruggedized handhelds with Work Order Management for automated data processing
d. Production reports that include completed, skipped, return to utility, and customer issues
e. Data scrubbing and validation before uploading to CIS system
f. Web-based tool to monitor daily status with user ID and password
g. Sealing or locking strategy awareness
h. Cleaning and preparing pit
i. Capturing GPS coordinates in decimal degrees to the 5th decimal
j. Taking digital images of as-found and as-left
k. Inventory management and control
l. Site clean up

3.1.10 Provide Additional Systems Integration/Interface Planning Support

The Elster scope for IT and EA_MS systems integration currently includes only the provision of the Elster standard XML data output files from the EA_MS system and the standard Web Services available for interfacing to other enterprise applications. The goal will be to understand the input and output capabilities of the EA_MS system and how those could be integrated with CITY operational systems and processes such as the eMeter's MDMS. No actual integration work is anticipated to be performed by Elster. If CITY desires for consulting and integration services beyond what Elster can provide as stated above, Elster will produce a new SOW for this

effort. This new SOW will be submitted to CITY for consideration and will go through the review process set forth in this agreement.

3.1.11 Perform System Testing

Elster shall assist in the development of System Acceptance Test (SAT) procedures and SAT criteria. A 30 day System Acceptance Test shall start upon the installation of the AMI server and the initial AMI network elements. Elster shall support the SAT via personnel located on site during the testing or alternately via its support connection from the Factory which shall be made available during SAT testing. The SAT shall continue and shall only be deemed to be complete upon issuance of a System Acceptance Test certificate duly executed by the CITY Project Manager indicating that acceptance testing has been successfully completed which issuance shall not be unreasonably withheld or unduly delayed.

3.1.12 Provide System Training

Elster shall provide four days of on-site Training for CITY personnel on the initial system hardware and EA_MS software. Elster has developed a standard curriculum for training of Software Users, System Administrators, and Installers on system hardware, AMI system theory, and EA_MS system operation. Topics include:

- EA_MS system administration and configuration
- EA_MS user interfaces and functionality
- Use of Elster Element Data Marriage Files (Marriage files are manufacturing files sent with each meter shipment that include REX meter serial numbers, RF LAN ids, etc. for batch loading into the EA_MS system.)
- Data import and export
- AMI System operation, AMI elements, and A3 ALPHA Gatekeepers

The initial training shall be designed to permit the employees receiving such training to train other employees of CITY, using the training manuals and procedures prepared and utilized by Elster. CITY may videotape training sessions for exclusive use by CITY. CITY shall not disclose such videos to third parties without Elster's written permission.

Elster shall provide preconfigured AMI elements for training purposes. Elster shall ship these training elements to CITY; the logistics of this set-up shall be discussed and mutually agreed to prior to the training date.

Training on the Tropos Gridcom solution shall be held at Tropos' facility for two (2) persons on their regularly scheduled training session. Training topics to include:

- Deploying Tropos mesh networks
- Troubleshooting Tropos mesh networks
- Managing Tropos mesh networks
- Advanced Tropos mesh configuration

3.1.13 Provide System/Network Operation Support

Elster shall provide engineering consultation as necessary during the Project. Consultation shall be from the Elster factory, or on-site at CITY if requested, assuming CITY payment of travel

and living expenses. Elster and CITY shall agree upon on-site work for which travel is to be reimbursed, but this shall in general include system planning, System Acceptance Testing definition, on-site project management meetings, training, management of the installation services, and SAT support. Any additional travel and living expenses are subject to approval by CITY. Software support is contingent upon Elster being provided a high-speed LAN connection for monitoring of the EA_MS Server located at CITY. Elster Support requires direct access to the A3 ALPHA Gatekeepers for technical support and/or system analysis. CITY must provide access to these devices via the same VPN mentioned above or via a separate VPN. Elster agrees to treat any metering or customer information as proprietary and confidential to CITY.

3.1.14 Provide Help Desk Support

Elster's help desk support is available depending on the support level selected by CITY. The support level options are described in the Software Maintenance Agreement. Elster shall provide the toll-free telephone number along with the access code to CITY at the conclusion of the training session.

3.1.15 Provide System Reports

Elster shall identify and provide available reports that are suitable for monitoring the service performance levels. The set of reports will be derived from the available reports in EA_MS. Examples include:

a. Meter Communications Report - This report provides information about EA_MS-to-meter communication sessions, times, etc.

b. LAN Information Report - This report provides a table of information about each node's path, its number of descendants, number of repeater descendants, node levels, most recent communication performance etc

c. Schedule Performance Report – This report provides the performance statistics for each execution of the schedule.

d. Network Capacity Report – This report provides an indication of how loaded the 900 MHz LAN is, and how gatekeepers are configured in terms of memory allocation amongst short format nodes, long format nodes, interval data entries, one-way nodes, etc. The information provided can be used in determining gatekeeper placement and configuration as well as node meter configuration to ensure network efficiency.

3.2 CITY Tasks and Responsibilities

3.2.1 Provide Appropriate City Project Resources

CITY shall designate a Project Manager to manage the CITY's tasks and be a single point of contact to Elster's Project Manager.

3.2.2 Provide Project Management

CITY Project Manager shall coordinate and manage all of the CITY's tasks outlined under this Section 3.2 and have the authority to sign-off on completed deliverables and milestones.

CITY shall take part in the Project Planning effort by staffing the process with the appropriate personnel. This would include participation by the CITY Project Manager, Metering and Field Customer Services, Meter Reading, Billing, Customer Service, Technology Services and IT personnel.

3.2.3 Order Tropos Network Equipment

CITY shall issue a purchase order for the Tropos WAN network equipment for delivery prior to December 31, 2010.

3.2.4 Provide Computer Hardware, IT Infrastructure and Related Support

CITY shall supply the computer hardware for the Elster's EA_MS server and Tropos' Gridcom server.

The recommended hardware for the Elster's EA_MS is provided below for the production, backup and test server.

Production Server

Product Description / Link	MFG Part #	CDW Part #	Qty
IBM System x3550 M3 7944 - Xeon X5650 2.66 GHz	7944E3U	2081274	2
IBM memory - 4 GB - DIMM 240-pin - DDR3	49Y1435	2039545	16
IBM hard drive - 500 GB - SAS	42D0707	1833214	8
IBM power supply - hot-plug / redundant - 1.1 kW	49Y7342	2195882	2
HP DVD-ROM drive - IDE			2
64 Bit OS Microsoft Windows Server 2008 Enterprise - license and media R1, SP2	P72-02977	1429540	2
Microsoft Windows Server User CAL 2008 - license	R18-02804	1416709	10

Backup Server

Product Description / Link	MFG Part #	CDW Part #	Qty
IBM System x3550 M3 7944 - Xeon X5650 2.66 GHz	7944E3U	2081274	2
IBM memory - 4 GB - DIMM 240-pin - DDR3	49Y1435	2039545	16
IBM hard drive - 500 GB - SAS	42D0707	1833214	8
IBM power supply - hot-plug / redundant - 1.1 kW	49Y7342	2195882	2
HP DVD-ROM drive - IDE			2
64 Bit OS Microsoft Windows Server 2008 Enterprise - license and media R1, SP2	P72-02977	1429540	2
Microsoft Windows Server User CAL 2008 - license	R18-02804	1416709	10

Test Server

Product Description / Link	MFG Part #	CDW Part #	Qty
IBM System x3550 M3 7944 - Xeon X5650 2.66 GHz	7944E3U	2081274	2
IBM memory - 4 GB - DIMM 240-pin - DDR3	49Y1435	2039545	16
IBM hard drive - 500 GB - SAS	42D0707	1833214	8
IBM power supply - hot-plug / redundant - 1.1 kW	49Y7342	2195882	2
HP DVD-ROM drive - IDE			2
64 Bit OS Microsoft Windows Server 2008 Enterprise - license and media R1, SP2	P72-02977	1429540	2
Microsoft Windows Server User CAL 2008 - license	R18-02804	1416709	10

The recommended hardware for the Tropos' Gridcom is provided below.

Product Description	MFG Part #	CDW Part #	Qty
IBM Server - blade - 2-way - 1 x Xeon X5570 / 2.93 GHz - RAM 4 GB - SAS - hot-swap 2.5" - no HDD - ATI ES1000 - Gigabit Ethernet - no OS - Monitor : none	7870C4U	1721135	1
IBM Hard drive - 500 GB - hot-swap - 2.5" SFF Slim - SATA-300 - 7200 rpm	42D0752	1829853	2

Additionally, CITY shall supply all information technology infrastructures including:

a. Facilities suitable for all EA_MS Server hardware, including proper environmental conditioning, power and surge protection

b. Physical installation of Server hardware

c. Any hardware located in the City of Santa Clara that is required to support remote access to the EA_MS system by Elster and Tropos' Gridcom system by Tropos. City will provide VPN tokens for use by Elster and Tropos.

d. IT Integration – any system that will share information through defined interfaces such as a CIS and MDMS operated by the CITY

e. IP connections - to systems that are required for integration stated above and to the deployed EA Gatekeepers.

f. Backup and other required support processes – as defined by the CITY that Elster's EA_MS system will have to participate.

CITY shall provide on-going IT hardware support for the Elster's EA_MS and Tropos' Gridcom systems after installation. CITY support includes all hardware and software supports other than the EA_MS software supported by Elster or Gridcom software supported by Tropos as a part of the Software Maintenance Agreement.

CITY shall provide communication services including a high-speed VPN connection for use by Elster and Tropos for system support. CITY shall supply a Cisco two factor VPN. Changes shall be mutually approved by both parties in advance.

3.2.5 *Support Meter Reading*

Reading of the meters for billing shall be handled by existing CITY meter reading processes until such time as suitable systems integration is in place to process files and data from the AMI system as agreed to in the Project Plan.

3.2.6 *Obtain Permits*

CITY shall provide personnel and resources to manage and coordinate the work order and permitting process while Elster shall provide necessary data and support.

3.2.7 *Provide EA_MS Meter Definitions*

CITY operators shall perform the required setup of meters in the EA_MS system (meter id, account, schedules, Gatekeeper parameters, etc.). Sufficient information shall be provided in the user training to allow this function to be performed. Depending on CITY's operational preferences, bulk operations can be implemented to facilitate this process, such as importing the factory meter "Marriage Files" and EA_MS "CIS Import" functionality. These operations shall also be addressed during training.

CITY shall operate the EA_MS system after installation by Elster to obtain meter readings, monitor AMI system performance, etc. Should CITY want to verify consistency of meter

readings with manual reads, EA_MS provides reports of consumption meter readings that can be used to correlate with the manual meter readings each month. Note that the remote reading times will not correspond exactly to the manual meter reading times, so exact matches of consumption values are not to be expected.

3.2.8 Install WAN and AMI network hardware

CITY shall be responsible for the installation of WAN and AMI network hardware including the WAN radios and AMI gatekeepers.

Installation of Tropos WAN elements shall include:

a. Tropos radios on CITY's owned power poles and street lights with available AC power supplies

b. Other CITY's facilities – such as water towers, CITY buildings, communication towers, and other structures with available AC power – that are suitable for such installation may be considered.

c. CITY shall provide the bucket truck crew and physical installation on the mounting asset as well as traffic control compliance. Elster shall assist the CITY with the application process for obtaining the necessary permits.

d. CITY shall be responsible for bringing mid-mile connections to the gateway locations and terminating the fiber at the gateway with a media converter.

e. CITY shall install Ethernet cable from the Tropos radios to the EA_gatekeepers.

Installation of Non-meter Gatekeeper with battery back-up on available distribution poles shall include:

a. Gatekeepers shall be mounted approximately eight-foot (8') level using Uni-Strut and heavy duty hardware

b. A solid disconnect is wired ahead of the Gatekeeper to isolate power to the switch when maintenance is required.

c. All devices shall be grounded to pole ground or an 8 foot ground rod will be set at the base of the distribution pole.

d. All conduit connections shall be weather tight and exit the bottom of the Gatekeeper only.

e. A ¾" riser with weather head will be installed to the line side of the switch with 18" pigtails and clamps every 36 inches

f. CITY will connect the pigtails to their secondary service on the pole

g. Elster will program and commission the Gatekeeper to the appropriate IP address

h. CITY will provide locks to secure Gatekeepers and solid disconnects once commissioned

i. CITY will provide any specialty labeling to be placed on enclosure lid.

3.2.9 Provide Specific Communication Lines

CITY shall be responsible for installation and operation of all mid-mile injection points to the Tropos WAN communication network. Sufficient injection capacity shall be installed to ensure adequate throughput to support the collection of AMI data and for future system expansion.

CITY shall install Surge protection, where needed, to avoid potential equipment damage if lightning or surges. Elster shall assist CITY in recommending surge protection equipment provided that CITY shall have no obligation to purchase such equipment. CITY's responsibilities shall include:

a. Provide mounting assets and electric power.
b. Provide electrical grounding of Tropos Routers as required.
c. Provide fiber network staff to perform fiber network configuration and testing for network implementation based on a mutually agreed design.
d. Provide fiber media conversion with Dmarc at Tropos gateway router locations.
e. Provide IT assistance to install Tropos Control/Insight management software on City server.
f. Provide Internet access / connectivity, DNS, and DHCP network services via existing network infrastructure as required for network and application testing.
g. Provide Subscriber Management server and software if needed.
h. Provide installation, mounting arms, cabling and electrical work as needed for water towers, communications towers and building rooftop mounted Tropos Gateways. (Elster assumes the base implementation will be street lights with photo cells)

3.2.10 Provide WAN Implementation Support

CITY shall be responsible for the following:

a. CITY shall provide warehouse facility for storage of the WAN network equipment from its delivery until the installation process commences when Elster establishes the cross-dock facility.
b. CITY shall perform necessary configuration modifications and testing of the City's existing wired Enterprise network infrastructure in accordance with the mutually agreed network design. These configuration changes include:
    - Defining and administering network security policy which the network project implementation shall adhere to.
    - Enabling Ethernet VLAN trunk ports (802.1x) for Tropos Gateway connections.
    - Allocating required IP Address subnets.
    - Implementing wired router configuration changes as needed.
    - Configuring DHCP server to provide reservations for designated IP device interfaces.
    - Implementing Firewall configuration changes as needed to facilitate application testing.
    - SSID VLAN map
    - Security - radius
c. CITY will inject backbone network capacity for the WAN network by providing a mid-mile connection for the Tropos Gateway locations using the CITY fiber optic network, providing up to one (1) Gigabit of real capacity for the network at every fiber connected location. CITY shall be responsible for providing the mid-mile connection to the Tropos gateway locations identified in the mutually agreed Network Design document. CITY will provide the media converter and terminate at the installed Tropos router location. CITY must meet the project schedule dates to keep project on schedule.
d. Alternative capacity injections to off fiber network locations may be delivered using point to point microwave radios or other technologies for Gateway locations. All alternative injection locations will deliver a minimum of ten (10) Megabits per Second (Mbps) to each Gateway location. CITY shall be responsible for all wireless capacity injection should it be utilized.

e. The CITY provided fiber backhaul capacity injection will provide the wireless mesh network Gateway radios with the necessary capacity to maximize both peak and simultaneous performance for the wireless mesh network and meet all design and deployment throughput requirements. The network will be deployed with 600 routers. The throughput requirement to every router in the network is one (1) Mbps so six hundred (600) Mbps total capacity for the network will support one (1) Mbps of backhaul throughput to every router.
f. CITY shall provide mid-mile connections in a timely fashion in order to meet the project schedule to selected Tropos routers as defined by a mutually agreed to Wireless Network Design.
g. CITY will provide all necessary fiber optic media conversion equipment
h. CITY shall provide Tropos GIS layers that can be imported into a GIS system that supports ESRI shape file data interchange format, These files shall include all assets where routers can be installed including:
    - Traffic and Street Lights
    - Utility Poles
    - Buildings
    - Water and Communication towers
    - Other City known locations or assets
        - Tropos assumes all connections to street lights will be via photo cell. Other connections may require the use of an electrician and necessitate a change order for the additional costs.
        - CITY is responsible for acceptable mounting assets on the other sites.

3.2.11 Provide On-site Work Space and Training Space

CITY will provide office or work space for Elster's personnel when they are on-site. This consists of office furniture, office telephone, computer internet connections, and access to a printer/copier and access to a conference room.

Subject to logistical constraints, CITY shall provide to the best of its ability suitable facilities for the EA_MS training. This includes:

- Access (Elster to define) to the EA_MS server for the administrative portions of the training
- PC workstations with web access to the EA_MS Server for the user interface portions of the training.
- Access to AMI elements and A3 ALPHA Gatekeepers for the element portions of the training as well as EA_MS user training.

3.2.12 Provide System Interface Support for meter deployment

CITY shall provide a complete download of the CIS file with all available information and black out dates so Elster can develop their WOMS for route scheduling. CITY shall provide a fresh CIS data download on a weekly basis. CITY shall omit any meter sites that are not intended to be completed by Elster. Any site that is included in the refresh file and found to be completed shall be tagged as Found Complete "FC" and will be charged as a completed account.

CITY shall anticipate providing installation services at few locations where Elster is unable to complete due to inability to access or problems with the meter sockets.

CITY shall be responsible for input of metering data from the system or meters into the eMeter's MDMS by either directly using the Elster standard AMRDEF XML file structure or converting these files to alternate file formats as needed.

For this SOW, only analysis and planning for the future integration shall take place.

3.2.13 Provide Support to the System Acceptance Testing

CITY shall assist in the development of SAT procedures and System Acceptance Test Criteria. CITY shall perform the SAT testing per the mutually developed SAT Test Plan. Elster shall support and assist. Recommended SAT procedures and criteria are provided in Section 4. Some SAT functionality may require special equipment or meters rather than field equipment for functions like demand reset, disconnect, etc. This shall be discussed and mutually agreed during the project planning activity and any such equipment shall be supplied by CITY at its cost.

3.2.14 Deliverable Review and Approval and Notification of Milestones Completion

CITY Project Manager shall review and approve Elster's tasks and deliverables. CITY Project Manager shall provide notification of milestone completion within five (5) business day of document transmittal or deliverables. If no discrepancies are indicated within such time, the document or deliverable is assumed to be correct and approved.

3.2.15 Payment of Invoices

CITY shall be responsible for payment of invoices when they are due.

4 System Acceptance Test Plan and Service Level

4.1 System Acceptance Test Plan

The system acceptance test procedures and criteria shall be finalized between Elster and CITY during the project planning activity. A list of possible system acceptance procedures is provided below:

a. Retrieval of register data from electric and water elements

b. Retrieval of interval data from electric and water elements

c. Retrieval of TOU register data from electric elements

d. Performing on-request read of electric and water elements

e. Performing demand reset on electric elements

f. Performing disconnect and re-connect commands. This test procedure has direct impact on the customers and shall be conducted in a laboratory setup.

g. Register and load profile data received by eMeter's MDM. This test procedure requires the completion of the integration between EA_MS and eMeter's MDM and the support of CITY and eMeter on this effort.

4.2 Service Level

Elster and CITY shall agree of a set of service level performance for the network. The service levels are described in the Appendix J-1 of Exhibit J.

5 System Turnover

The system turnover date shall occur thirty (30) days after the System Acceptance Test has been conducted and accepted by the CITY.

When the system is turnover to the CITY, on-going support is covered under the terms of the Software Maintenance Agreement.

6 Deliverables

6.1 Implementation Phase 1 - Deployment

Deliverable Set 1:

- Project Plan per Project Management Institute Standards including:
  - Risk Management Plan
  - Communication Management Plan
  - Issue Tracking Plan
  - Change Control Plan
  - Quality Management Plan
  - Problem Resolution Plan
- Project Schedule
- Staffing and Resource Requirement Plan

Deliverable Set 2

- Technical Architecture Diagram
- Network Architecture Diagram
- Data Flow Diagram
- Application and Third Party Software List
- Implementation Plan
- Meter Installation Plan
- Electric and Water Meter Recycling Plan
- System and Network Documentation (including reports, functions, features, security, system administration information, etc.)

Deliverable Set 3

- User/Training Documentation (including Training Manual, Training Materials, Help Guide, etc)
- Training Plan
- Test Plan
- System Turnover/Transition Plan

Other Implementation Deliverables

- Training Results Documentation
- Testing Results Documentation
  - Field Proof of Concept Test Results

- Final Test Results

6.2 Operational and Maintenance Phase Deliverables

- Operations and Maintenance Support Plan
- Monthly Reports
- Invoices
- Final Turnover/Transition Plan
- Turnover/Transition Plan Results

7 Invoice and Payment Milestones

Six payment milestones have been identified and agreed to for this SOW and are included herein:

Milestone	Descriptions	Payment milestone
1	a. Delivery of WAN network equipment b. Commencing the WAN network design	Yes
2	a. Deliverable Set 1 - Final Project Plan b. Deliverable Set 2 - Completion of AMI network design c. Deliverable Set 2 - Completion of WAN network Design	Yes
3	a. Delivery of AMI network equipment and AMI elements b. Software license for AMI network c. Software license for WAN network	Yes
4	a. Installation and verification of AMI server b. Installation and verification of WAN server c. Verification of the IT integration of the register and load d. profile data between EA_MS and eMeter's MDMS per eMeter interface specification d. Proof-of-Concept deployment of the WAN network e. CIS/WOMS integration f. AMI Lab POC – installed g. AMI Lab POC - testing	Yes
5	a. Installation of electric and water elements and as-found testing in the POC areas b. On-site Training on EA_MS c. Deliverable Set 3 - Training documentation, System Acceptance Testing, and System Turnover/Transition plan. d. AMI POC areas – Network operation e. AMI POC areas – System operation f. AMI POC areas – SAT testing	Yes
6	a. Complete installation of remaining WAN network elements b. Installation of electric and water elements and as-found testing	Yes

Phase 1 of this SOW consists of all six milestones outlined above.

Subsequent deployment phases consist of the installation of electric and water elements where only milestone "6b" is applicable. During these phases, invoices for the equipment hardware shall be issued when the equipment is shipped from Elster, and invoices for the installation services shall be issued for the complete installs on a bi-weekly basis.

Software maintenance fee shall be invoiced annually.

Travel and expenses are invoiced at cost plus 10% administrative fee.

All undisputed invoices shall be processed by the CITY with a net 30-day payment term.

8 Pricing

Pricing schedule shall be included with each deployment phase. Applicable sales tax shall apply to equipment hardware, software license fee and software maintenance fee. Presently, sales tax does not apply to professional or installation services. Should the sales tax change, applicable rate shall apply accordingly.

The unit pricing for the installation services assumes the following:

- There is no prevailing wage or union requirements associated with the installation of the AMI endpoints and network equipment.
- Fuel price of $3.00 per gallon. In the event the fuel costs exceed $3.50 per gallon during this project, a fuel surcharge based on existing fuel prices shall apply.
- Subject to a 3% cost of living increase if applicable.

9 Glossary

AMI – Advanced Metering Infrastructure

AP – Access point

CIS – Customer Information System

DHCP – Dynamic Host Configuration Protocol is an auto-configuration protocol used on IP networks

DNS – Domain Name System

EA_MS – EnergyAxis Management System

EMS – Tropos Control will act as the Element Management System for the Tropos mesh.

IP – Internet Protocol

iPERF – An alternative to NUTTCP for measuring maximum TCP and UDP bandwidth performance. iPERF allows the tuning of various parameters and UDP characteristics. iPERF reports bandwidth, delay jitter, datagram loss. iPERF is not integrated with Tropos Control, but, can be used to validate the numbers reported by Tropos Control.

LAN – Local Area Network

Mbps – Megabit per second

MDM/MDMS – Meter Data Management or Meter Data Management System

MHz – Mega Hertz

NMS – Network Monitoring System

NUTTCP – A network performance measurement tool intended for use by network and system managers. Its most basic usage is to determine the raw TCP (or UDP) network layer throughput by transferring memory buffers from a source system across an interconnecting network to a destination system, either transferring data for a specified time interval, or alternatively transferring a specified number of bytes. Tropos Control uses automated NUTTCP tests to

generate performance metrics on the network. Manual NUTTCP tests can also be run from Tropos Control, and/or from a CLI interface on the Tropos mesh routers.

POC – Proof of Concept

RF – Radio Frequency

SAT – System Acceptance Test

SNMP – Simple Network Management Protocol

SSID -- Service set identifier is a name that identifies a particular 802.11 wireless LAN

TOU – Time-of-use

VLAN – Virtual Local Area Network

VPN – Virtual Private Network

WAN – Wide Area Network

WOMS – Work Order Management System

XML – Extensible Markup Language is a set of rules for encoding documents in machine-readable form

PHASE 1 DEPLOYMENT

A. Project Schedule

Elster and CITY shall finalize the project schedule at the Project and Technical Planning Meeting.

B. Pricing Schedule

Milestone	Descriptions	Payment milestone
1	a. Delivery of WAN network equipment b. Commencing the WAN network design	$ 1,080,192.00
2	a. Deliverable Set 1 - Final Project Plan b. Deliverable Set 2 - Completion of AMI network design c. Deliverable Set 2 - Completion of WAN network Design	$ 244,475.00
3	a. Delivery of AMI network equipment and AMI elements b. Software license for AMI network c. Software license for WAN network	$ 310,427.50
4	a. Installation and verification of AMI server b. Installation and verification of WAN server c. Verification of the IT integration of the register and load profile data between EA_MS and eMeter's MDMS per eMeter interface specification d. WAN Proof-of-Concept deployment and SAT testing e. CIS/WOMS integration f. AMI Lab POC - installed g. AMI Lab POC - testing	$ 263,035.00
5	a. Installation of electric and water elements and as-found testing in WAN POC areas b. On-site Training on EA_MS c. Deliverable Set 3 - Traing documentation, System Acceptance Testing, and System Turnover/Transition plan. d. AMI POC areas - Network operation support e. AMI POC areas - System operation support f. AMI POC areas - SAT testing	$ 154,640.30
6	a. Complete installation of remaining WAN network elements b. Installation of additional electric and water elements and as-found testing	$ 186,875.00
7	Travel and Expense (estimated)	$ 38,406.00
8	Sales Tax	$ 111,346.37
	TOTAL PHASE 1	$ 2,389,397.17

Note: Itemized unit pricing is described in Exhibit J, Confidential Pricing Schedule

C. WAN Network Responsibility Matrix

The responsibility matrix for the design and implementation of the WAN communication network in Phase 1 Deployment is provided herein.

#	ACTIVITY	CITY	ELSTER
1	Project prime contractor		✓
2	Wireless project management		✓
3	Network design	✓ (Participate and Approve)	✓ (Propose)
4	Tropos system engineering (on-site and remote)		✓
5	Site survey of mounting assets	✓ (Participate)	✓
6	Obtain mounting asset rights	✓	
7	Create mounting database and plan		✓
8	Provide storage facility for the Tropos radio until Elster establish the cross-dock facility.	✓	
9	Provide Tropos routers and professional services		✓
10	Stage and Configure Tropos routers		✓
11	Provide server for management software	✓	
12	Install mgmt software and configure		✓
13	Provide fiber and/or wireless capacity injection	✓	
14	Provide and connect fiber media converter	✓	
15	Provide internet connectivity and gateway	✓	
16	Create client landing web page	✓	
17	Provide user authentication	✓	
18	Create Service Work Orders for Install Crews		✓
19	Provide installation crews and bucket trucks	✓	
20	Supervise Tropos router installation		✓
21	Provide cabling/conduit for building gateways	✓	
22	Configure network elements and connections	✓ (Existing City Owned)	✓
23	Test and document network coverage for one square miles pilot		✓
24	Test, document and optimize network throughput		✓
25	Document network tests and installation		✓
26	Accept network	✓	
27	Authorize network launch for users	✓	
28	Provide technical support for the network		✓
29	Monitor network operation and performance		✓
30	Identify hardware issues and report to City		✓
31	Dispatch crew and truck roll to replace/repair	✓	
32	Provide hardware warranty replacement		✓
33	Perform semi-annual optimization tests and recommendations (optional)		✓

PHASE 2 DEPLOYMENT

[Note: Deliverables shall be defined when CITY confirms the scope of supplies]

PHASE 3 DEPLOYMENT

[Note: Deliverables shall be defined when CITY confirms the scope of supplies]

PHASE 4 DEPLOYMENT – RESERVED

PHASE 5 DEPLOYMENT – RESERVED

EXHIBIT B
ENERGYAXIS® MANAGEMENT SYSTEM (EA_MS)
SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement") is made and entered into by and between Elster Solutions, LLC, a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster"), and City of Santa Clara, a chartered California municipal corporation ("City"), with offices at 1500 Warburton Avenue, Santa Clara, CA 95050 ("Licensee").

In consideration of their mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 "Authorized User" shall mean the number of users authorized to Use the Program, as more particularly described in Appendix B-1 attached hereto and incorporated herein by this reference.

1.2 "Documentation" means Elster's published software manuals and all other written materials or documents provided by Elster to Licensee to explain the operation of the Software and to aid in its use. All Documentation shall be written in the English language.

1.3 "Equipment" shall mean the computer equipment specified in Appendix B-2.

1.4 "Meter Point" shall mean an individual device, from which Licensee collects and analyzes data using the Program.

1.5 "Operating System" shall mean the computer software system installed in a computer that controls and monitors the computer's function and provides support for the Program, as more specifically specified in Appendix B-2.

1.6 "Program" shall mean the computer software developed and owned by Elster or its affiliates and all updates, enhancements and upgrades thereto, all in the English language, as more particularly described in Appendix B-2, attached hereto and incorporated herein by this reference.

1.7 "Third Party Software" shall mean the computer software (in the English language) which is distributed by Elster under this Agreement, but which is owned by other parties (other than Elster affiliates), and listed in Appendix B-2 as Third Party Software.

1.8 "Supported System" shall mean the combination of Equipment, Operating System and third-party software specified by Elster for use with the Program and required to be procured by Licensee, as described in Appendix B-2.

1.9 "Use" means to load, execute, employ, utilize, store or display the Program.

2. License Grant

2.1 Elster hereby grants to Licensee a nonexclusive, nontransferable license, subject to the terms and conditions set forth in this Agreement, to Use the Program (in object code only) and the applicable Documentation during the term of this Agreement as follows:

2.1.1 To Use the Program, in object code only, solely in connection with Licensee's business purposes.

2.1.2 To make one copy of the Program for backup purposes only as long as that copy is not running on a server.

2.1.3 To run a non-production backup of the Program for purposes of testing and as a backup for the operational system subject to payment of the incremental license fee set forth in Appendix B-1 and in Exhibit J, Confidential Pricing Schedule, attached to the Master Agreement between the parties.

2.2 Licensee's use of the Program is limited to use in connection with the maximum number of Authorized Users, Meter Points and computers specified in Appendix B-1. Licensee may increase the number of Authorized Users, Meter Points or computers upon written request and payment of additional fees. Licensee shall use the Program on the Supported System only.

2.3 Additional license terms, if any, for the embedded Oracle components and Third Party Software are contained in Appendix B-3. To the extent such terms in Appendix B-3 are inconsistent or are in addition to the terms of this Agreement, the terms of Appendix B-3 shall control with respect to the referenced Third Party Software. Licensee shall not configure, use or install any embedded Oracle components provided by Elster or any Third Party Software separately or independently of the Program.

2.4 The license granted in Section 2.1.1 above shall be effective on the date hereof and shall continue in effect unless terminated in accordance with Section 14 of this Agreement.

2.5 Licensee shall procure the Supported System required to operate the Program, as specified in Appendix B-2, either from Elster or a third party.

3 **Ownership and Intellectual Property Rights.**

3.1 Licensee hereby acknowledges and agrees that the Program, the applicable Documentation and all patents, copyrights, trade secrets and trademarks related thereto are the exclusive property and Confidential Information of Elster or its affiliates and their licensors and that Elster or its affiliates and their licensors own all rights, title and interest, including, without limitation, all worldwide patent, copyright, trade secret and trademark rights and all goodwill associated therewith, in and to the Program.

3.2 Except for the license granted by Elster to Licensee pursuant to Section 2.1.1 of this Agreement, Licensee shall acquire no right, title or interest of any kind or nature whatsoever in or to the Program or any patent, copyright, trade secret or trademark of Elster, Elster's affiliates or Elster's licensors.

3.3 The Program is protected under United States and international copyright, trade secret and other intellectual property laws. Without limiting the generality of the foregoing, the parties acknowledge and agree that the source code, object code and all visual, printed and other outputs of the Program are trade secrets of Elster and its affiliates and licensors. Except as otherwise expressly permitted under this Agreement, Licensee may not copy, translate, modify, display, patch, alter or otherwise change or make derivative works of the Program, the applicable Documentation or any individual part thereof. Licensee shall not alter or remove any copyright notice or any propriety legend contained in or located on any part of the Program or the applicable Documentation and shall reproduce and maintain all such copyright notices or proprietary legends in and on any copy of the Program or Documentation that Licensee makes as permitted by this Agreement.

4. **Restrictions on Use, Transfer and Provision of Services.** Licensee shall not derive or attempt to derive the source code or structure of all or any portion of the Program by reverse engineering (except as required by law for interoperability), disassembly, decompilation or any other means. Licensee shall not give, sell, rent, lease, pledge, encumber, hypothecate, timeshare, provide subscription services for, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Program or the applicable Documentation or other rights to any third party, including but not limited to Licensee's subsidiaries and affiliates. Licensee shall not publish the results of any benchmark tests run on the Program and shall treat such results as Confidential Information of Elster.

5. **Confidentiality**. Each party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business operations or customers of the other party or any of their affiliates which it acquires in any form from the other party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential to any third parties without Disclosing Party's prior written consent and then only after obtaining an appropriate nondisclosure agreement with each such third party. The information referred to in the preceding sentence is collectively referred to herein as the "Confidential Information." The Receiving Party further agrees to use its best efforts and to take all reasonable precautions, including such efforts and precautions as are fully commensurate with those employed for the protection of its own confidential information (but in no event less than reasonable care), to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees and agents who require access thereto in order to use the Program as permitted under this Agreement and the related agreements executed in connection with this Agreement or to carry out its obligations under this Agreement. The Receiving Party agrees to take all reasonable precautions to insure that its employees and agents who are given access to the Confidential Information shall make no further disclosure thereof either to other employees or to other persons. The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique and, accordingly, the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

6. **Delivery.** Elster shall deliver the number of copies of the Program specified in Appendix B-1.

7. **License Fees and Payment.**

7.1 Licensee shall pay the Software License Fee set forth in Appendix B-1 and Exhibit J, Confidential Pricing Schedule, to the Master Agreement between the parties, upon execution of this Agreement and completion of EA_MS installation and training at site or as noted in Appendix B-1. Licensee shall pay all other fees as set forth in such Exhibit J. Licensee shall pay Elster interest on any late payments at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

7.2 License fees do not include shipping charges, or any sales, use, withholding, excise or other taxes now or hereafter imposed on the production, storage, transportation, import, export, licensing or use of the products or services provided under this Agreement. Such expenses and taxes shall be paid by Licensee. Licensee shall indemnify Elster for any such expenses or taxes which Elster is required to pay.

8. **Warranties.**

8.1 Elster warrants that the media on which the Program is recorded is free from defects in materials and workmanship. Elster warrants that the Program will perform substantially in accordance with the Documentation during the Warranty Period (as defined below). THIRD PARTY SOFTWARE IS PROVIDED AS-IS, AND WITHOUT WARRANTY OF ANY KIND.

8.2 If within a period of 90 days from the date the Program is delivered to Licensee (the "Warranty Period"), it is discovered that the Program does not conform to the foregoing warranty and written notice of such nonconformity is promptly provided to Elster, Elster will provide an exclusive remedy as follows:

8.2.1 With respect to any defect in the media, Elster will replace such media;

8.2.2 With respect to any portion of the Program that does not perform in accordance with the Documentation, Elster will, at its option, repair or replace the Program and

8.2.3 With respect to any descriptive error in the Documentation, Elster will correct such error by providing addenda or substitute pages.

8.2.4 If Elster determines, in its discretion, that it is not possible to correct a Program nonconformity, Elster shall refund the license fees paid by Licensee for the Program upon Licensee's return of all copies of the Program and any associated materials, whereupon all licenses granted hereunder shall terminate.

8.2.5 The foregoing remedies shall constitute Licensee's exclusive remedies and Elster's sole liability for any failure of the Program to conform to any warranty.

8.3 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ELSTER AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. ELSTER AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, PERFORMANCE, EFFORT OR FITNESS FOR A PARTICULAR PURPOSE. UNDER THE LAWS OF ANY JURISDICTION. ELSTER AND ITS LICENSORS MAKE NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE PROGRAM. ELSTER AND ITS LICENSORS DO NOT WARRANT THAT LICENSEE'S USE OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, AND ELSTER AND ITS LICENSORS DO NOT WARRANT AS TO ANY RESULTS THAT MAY BE OBTAINED BY LICENSEE'S USE OF THE PROGRAM. ELSTER AND ITS LICENSORS DO NOT WARRANT THAT EVERY FEATURE OR ERROR IN THE PROGRAM WILL BE CORRECTED, OR THAT THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS.

9. Infringement Remedy.

9.1 Elster shall, at its expense, defend any suit which may be brought against Licensee by a third party claiming that the Program infringes upon such third party's United States patent or copyright, and Elster shall pay all judgments and costs recovered against Licensee in any such suit and shall reimburse Licensee for costs or expenses incurred by Licensee in the defense of any such suit, provided that Licensee gives Elster prompt notice of such suit no later than ten (10) days after Licensee receives notice of such suit, or sooner if required by applicable law; reasonable assistance in the defense thereof; and full opportunity to control all aspects of the defense thereof, including settlement. In the event the Program is held to be infringing, and the use of the Program is enjoined, Elster shall, at its option, procure for Licensee the right to continue using the Program; replace it with non-infringing software; modify it so it becomes non-infringing; or remove the Program or the infringing portion thereof and refund the license fees applicable thereto.

9.2 Elster's obligations under this Section do not apply with respect to a claim of infringement if and to the extent such claim arises out of: (A) compliance with Licensee's specifications, (B) the use by Licensee or any of its customers of any third-party software or equipment that infringes any patent, copyright, trademark or trade secret of any third party, (C) any modification or alteration of the Program (other than by or on behalf of Elster), (D) use of a version of the Program that has been superseded or (E) use of the Program after notice of the claimed infringement has been received by

Licensee. The foregoing states the exclusive remedy of Licensee and the sole liability of Elster for infringement.

10. Limitation of Liability. ELSTER'S TOTAL LIABILITY RELATING TO THIS AGREEMENT, THE PROGRAM OR TO THE LICENSE GRANTED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO ELSTER UNDER THIS AGREEMENT. ELSTER AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF USE OF SYSTEMS, COST OF REPLACEMENT SOFTWARE OR SYSTEMS, LOSS OF PROFITS, LOSS OF REVENUE OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND EVEN IF ELSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Elster be liable for, and Licensee shall indemnify and hold harmless Elster, its affiliates and their respective officers, directors and employees from, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use by Licensee, its customers, end users or anyone other than Elster of the Program or any goods supplied by Elster , or arising from any failure by [abbrev], its customers, end users or anyone other than Elster to follow their own safety procedures in connection with the installation or use of the Program or any other goods supplied by Elster.

11. Force Majeure. Neither Party shall be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by unforeseeable causes beyond its reasonable control, including but not limited to acts of war (declared or undeclared), Acts of God, acts of war or terrorism, fire, strike, labor difficulties, insurrection or riot, embargo or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or performance will be extended by period equal to the delay.

12. Audit. Elster and its licensors shall have the right, upon notice to Licensee, to enter onto Licensee's premises to perform an audit to ensure that Licensee is in compliance with this Agreement. Licensee shall keep, and shall allow Elster to access, accurate records of each computer on which the Program or portions of the Program are installed, the locations of such computers, the number of Meter Points for which the Program is used and the number of Authorized Users Using the Program. Elster shall have the right to disclose the results of any audits to its licensors.

13. Assignment. Licensee shall not, by contract, operation of law, or otherwise, assign, transfer or hypothecate this Agreement (in whole or in part), or delegate performance of any of its obligations under this Agreement, without in each case obtaining Elster's prior written consent, except that Licensee may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition or sale of all or substantially all of the assets of Licensee, provided that Licensee pays Elster any incremental license fees assessed by Oracle or third party manufacturers with respect to Third Party Software in connection with such assignment.

14. Termination. Either Party may terminate this Agreement and the licenses granted hereunder if the other Party has breached any of its obligations hereunder and has failed to remedy such breach within thirty (30) days after written notice of the same. Within ten (10) days after the date of termination of this Agreement for any reason, Licensee will return to Elster or destroy the original and all copies, in whole or in part, in any form, of the Program and Documentation and an officer of Licensee shall certify to the foregoing in writing to Elster.

15. Government Regulations.

15.1 The Program is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of the Program or Documentation by any department or agency of the federal government is subject to restriction as set forth in subparagraph (b)(3) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or

subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. For purposes thereof, "Contractor" is Elster Solutions, LLC, 208 S. Rogers Lane, Raleigh, NC 27610.

15.2 Licensee shall not export or transmit the Program or any part thereof, directly or indirectly, to any restricted countries or in any manner that would violate the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to United States law.

16. **Notices**. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified mail to a party's address or facsimile number shown below:

17.

If to Elster:	If to Licensee:
Michelle L. Simmons	To City of Santa Clara
Contract Services Administrator	Silicon Valley Power
Elster Solutions, LLC	Attention: Director of Electric Utility
208 S. Rogers Lane	1500 Warburton Avenue
Raleigh, NC 27610	Santa Clara, California 95050
michelle.simmons@us.elster.com	JRoukema@svpower.com

A party may change its address or facsimile number for receipt of notice by providing written notice to the other party.

17. Miscellaneous.

17.1 This Agreement, including the Appendices attached hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified except by writing, executed by authorized representatives of Elster and Licensee.

17.2 The headings and captions contained herein shall not be considered to be a part hereof for purposes of interpretation or application hereof, but are for convenience only.

17.3 No action, regardless of form, arising out of the transactions under this Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.

17.4 Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

17.5 The provisions of Sections 1, 3, 4, 5, 7, 9, 10, 11, 13, 14, 15, 16 and 17 of this Agreement shall survive the cancellation, termination or expiration of this Agreement for any reason.

17.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

17.7 This Agreement shall be construed and governed according to the laws of the State of California, without regard to the choice of law or conflicts of law rules of any jurisdiction. The parties hereby agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement.

17.8 Licensee acknowledges that this Agreement constitutes a legal agreement that obligates certain payments as noted herein. Should Licensee's business processes require that one or more purchase orders be issued to provide for payments obligated by this Agreement, that these purchase orders will be issued to address these payment obligations.

17.9 In no event shall Elster be liable for, and Licensee shall indemnify and hold harmless Elster, its affiliates and their respective officers, directors and employees from, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use by Licensee, its customers, end users or anyone other than Elster of the Program or any goods supplied by Elster , or arising from any failure by [abbrev], its customers, end users or anyone other than Elster to follow their own safety procedures in connection with the installation or use of the Program or any other goods supplied by Elster.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND EFFECTIVE AS OF THE LAST DATE WRITTEN BELOW.

CITY OF SANTA CLARA, CALIFORNIA
A chartered California municipal corporation

APPROVED AS TO FORM:

ELIZABETH H. SILVER
Interim City Attorney

ATTEST:

RON DIRIDON, JR.
City Clerk

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone : 408-615-2210
Fax : 408-241-6771

ELSTER SOLUTIONS, LLC
A Delaware limited liability corporation

By: H.N. KLETT
Title: Vice President, Business Development
Address: 208 S. Rogers Lane
Raleigh, NC 27610
Telephone: 919-212-4875
Facsimile: 919-250-5483

APPENDIX B- 1

SOFTWARE LICENSE FEES

1. **Licensee's Use of the Program is restricted to the following:**

   a) **Authorized Users:** The number of authorized users is limited to the most restrictive of the following four conditions:

      i) EnergyAxis EA_MS: Unlimited number of users.[4]

      ii) Embedded Oracle Database: Unlimited number of users accessed via the EA_MS GUI or standard EA_MS interfaces. Direct access to the data or schema is prohibited per Appendix C-3. Additional CPU licensing restrictions are noted below.

      iii) Embedded Oracle Application Server: Oracle Application Server may need to be embedded in the EA_MS Software installation to support Licensor's SOAP interfaces to the EnergyAxis EA_MS software. If embedded, an unlimited number of users may access via the EA_MS GUI standard interfaces or customer integrations. Direct access to the data, schema and the Oracle Application Server is prohibited per Appendix C-3. Additional CPU licensing restrictions are noted below.

      iv) Windows 2008 Server: Limited to the number of Client Access Licenses (CALs) implemented by Licensee or by Elster (if provided by Elster).

   b) **System Configurations and number of Processors on any Server with embedded Oracle database or application server installed:** One (1) with a 4 processor maximum [5]. The license fee includes the cost of middleware, database and other third party application software for:

      i) **EnergyAxis Premiere System Requirements** (Supports up to 200,000 points.)

         - 1 × Dual Core 64-bit processor requiring Oracle 11g Standard Edition software
         - 16 GB RAM
         - SAN or some type of backup system recommended. Backup and recovery of system data not covered under this agreement.

      ii) **EnergyAxis Advanced System Requirements** (Supports up to 1,000,000 points.)

         - 2 × Dual Core 64-bit processors with 16 GB RAM each for database servers requiring Oracle 11g Enterprise Edition software.
         - 2 × Quad Core 64-bit processors with 32 GB RAM each for application servers
         - 1 × Quad Core 64-bit processor with 8 GB RAM for communication server (2 Nos)
         - SAN highly recommended. Backup and recovery of system data not covered under this agreement.

      iii) **EnergyAxis Enterprise System Requirements** (Supports more than 1,000,000 points.)

         - 4 × Dual Core 64-bit processors with 32 GB RAM each for database servers requiring Oracle 11g Enterprise Edition software
         - 4 × Quad Core 64-bit processors with 48 GB RAM each for application backend servers
         - 4 × Quad Core 64-bit processors with 32 GB RAM each for application interface servers
         - 1 × Quad Core 64-bit processor with 16 GB RAM for communication server (X Nos)
         - SAN highly recommended. Backup and recovery of system data not covered under this agreement.

      iv) Additional per-processor fees may apply as defined in 2.d.ii and 2.d.iii

      v) Additional fees will also apply for additional EA_MS units as discussed in 2.d.

   c) **Computer Hardware**: See Appendix B-2, Section 3

2. **LICENSE FEES:** (1)(2)

a) **Basic License Fee Structure:** The basic license fee structure is determined by the standard configuration of the EnergyAxis system. The license fee includes the cost of middleware, database and other third party application software. Fees defined in 2 b, 2c, 2d are in addition to the basic fees

i) **EnergyAxis Premier:** Basic License Fee for each operational Elster EA_MS Server is described in Exhibit J Confidential Pricing Schedule. This includes per element license fees for up to 20,000 AMI / AMR measurement, sensing, or control elements per operational Server. The total number of AMI / AMR measurement, sensing, or control elements shall not exceed 200,000.

ii) **EnergyAxis Advanced:** Base License Fee for each operational Elster EA_MS Server is described in Exhibit J Confidential Pricing Schedule. This includes per element license fees for up to 20,000 AMI / AMR measurement, sensing, or control elements per operational Server. The total number of AMI / AMR measurement, sensing, or control elements shall not exceed 1,000,000.

iii) **EnergyAxis Enterprise:** Base License Fee for each operational Elster EA_MS Server is described in Exhibit J, Confidential Pricing Schedule. This includes per element license fees for up to 20,000 AMI / AMR measurement, sensing, or control elements per operational Server.

iv) **Additional per Processor License Fee**: License fee is for each processor beyond that specified in 1b or based on a configuration recommended by Elster requiring embedded Oracle installed per additional processor for EnergyAxis Premiere and per additional processor for EnergyAxis Advanced or Enterprise is described in Exhibit J, Confidential Pricing Schedule. Applies to all operational and backup EA_MS servers.

v) **Additional Fee for Water support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule, applies for configuration of water support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

vi) **Additional Fee for Gas support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule applies for configuration of gas support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

vii) **Third party meter support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule applies for configuration of third party meter support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems

viii) **Per Element License Fee**(3): One time fee applies to all AMI / AMR measurement, sensing, or control elements in each operational EA_MS server beyond 20,000 based on the following sliding scale (see table below). The per element license fee does not apply to non-operational Backup or Test systems.

ADDITIONAL AMI / AMR ELEMENTS BETWEEN		PRICE PER ELEMENT
20,001	50,000	Described in Exhibit J, Confidential Pricing Schedule
50,001	100,000	Described in Exhibit J, Confidential Pricing Schedule
100,001	200,000	Described in Exhibit J, Confidential Pricing Schedule
200,001	350,000	Described in Exhibit J, Confidential Pricing Schedule
350,001	500,000	Described in Exhibit J, Confidential Pricing Schedule
500,001	1,000,000	Described in Exhibit J, Confidential Pricing Schedule
1,000,001	Unlimited	Described in Exhibit J, Confidential Pricing Schedule

Standard configurations include the EnergyAxis EA_MS software with support for the following AMI / AMR measurement, sensing, or control elements:

- EnergyAxis residential electric, water and gas elements.
- EnergyAxis commercial or industrial electric, water and gas elements.
- EnergyAxis meter-based Gatekeeper elements that act as concentrators within the EnergyAxis networks.
- EnergyAxis non-meter repeater and Gatekeeper elements that act as concentrators within the EnergyAxis networks.
- Any third party meter device approved by Elster for use within the EnergyAxis networks.

b) **Optional Features:** The base license fee covers usage of the system for acquisition of metering data and two way metering operations such as on demand reads, service connects, disconnects to residential electric meters. Additional fees apply for optional modules and add on- services listed below

(1) **Additional Fee for Home Area Network (HAN) support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule applies for configuration of HAN support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

(2) **Home Area Network / Demand Response Per Device Fee –** One time fee applies to home area network / demand response devices in each operational EA_MS system based on the following sliding scale (see table below). The per device fee includes any Elster-manufactured or third party device approved by Elster for use in a Home Area Network / Demand Response scenario within the EnergyAxis networks. The per device fee does not apply to non-operational Backup or Test systems.

ADDITIONAL HAN / DR DEVICES BETWEEN		PRICE PER DEVICE
1	20,000	Described in Exhibit J, Confidential Pricing Schedule
20,001	50,000	Described in Exhibit J, Confidential Pricing Schedule
50,001	100,000	Described in Exhibit J, Confidential Pricing Schedule
100,001	200,000	Described in Exhibit J, Confidential Pricing Schedule
200,001	350,000	Described in Exhibit J, Confidential Pricing Schedule
350,001	500,000	Described in Exhibit J, Confidential Pricing Schedule
500,001	1,000,000	Described in Exhibit J, Confidential Pricing Schedule
1,000,001	Unlimited	Described in Exhibit J, Confidential Pricing Schedule

(3) **Distribution System / Distribution Automation support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule, applies for configuration of distribution system / distribution automation support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

(4) **Distribution System / Distribution Automation Per Device Fee –** One time fee applies to distribution system / distribution automation elements in each operational EA_MS system based on the following sliding scale (see table below). The per element fee includes any Elster-manufactured or third party element approved by Elster for use in a distribution system / distribution automation scenario within the EnergyAxis networks. The per element fee does not apply to non-operational Backup or Test systems.

ADDITIONAL DS / DA ELEMENTS BETWEEN		PRICE PER ELEMENT
1	100	Described in Exhibit J, Confidential Pricing Schedule
101	1,000	Described in Exhibit J, Confidential Pricing Schedule
1,001	10,000	Described in Exhibit J, Confidential Pricing Schedule
10,001	50,000	Described in Exhibit J, Confidential Pricing Schedule
50,001	Unlimited	Described in Exhibit J, Confidential Pricing Schedule

(5) **Stand alone element / Direct Wide Area Network (WAN) connection support –** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule,

applies for configuration of stand alone elements / direct WAN connection support for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

(6) **MV90xi HHF conversion application for C&I meters: is described in Exhibit J, Confidential Pricing Schedule, per operational system**

(7) **Optional Features and Interfaces.** – Elster reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Elster and the Licensee.

(8) **EA_Inspector and Route Manager Fee –** Software fees for the EA_Inspector equipment is per the table below. It is the Licensee's responsibility to maintain the Supported System to maintain the operating system software. Licensee must also maintain an active EA_MS Maintenance Agreement. An EA_Inspector Maintenance Agreement is available through a separate agreement. The EA_Inspector Equipment may be purchased per Elster Standard Terms and Conditions.

Software License Fees	**Price per each**
EA_Inspector Manager (required for the EA_Inspector)	
• Base license for up to 10 (handheld) devices	Described in Exhibit J, Confidential Pricing Schedule
• License per each 10 additional devices	Described in Exhibit J, Confidential Pricing Schedule
• Site license (unlimited devices)	Described in Exhibit J, Confidential Pricing Schedule
Route Manager (required for the PI 900)	
• Base license for up to 10 (handheld) devices	Described in Exhibit J, Confidential Pricing Schedule
• License per each 10 additional devices	Described in Exhibit J, Confidential Pricing Schedule
• Site license (unlimited devices)	Described in Exhibit J, Confidential Pricing Schedule

c) **System Maintenance Agreement Fee:** A System Maintenance Agreement is required for the first partial year following EA_MS delivery, subject to the terms of a separately executed System Maintenance Agreement (SMA).

d) **Additional Fees :** Additional fees apply to additions specified by the Licensee to the standard EnergyAxis systems

i) **Backup or Test System License fee** (if applicable) – Elster highly recommends that the Licensee at a minimum purchase and configure a backup system and for large implementations purchase an additional system to allow for integration testing with out compromising the integrity of the production system. Additionally, Elster requires each back up or test system is an identical replica of the production system as detailed in 1b.

(1) **EnergyAxis Premiere:** is described in Exhibit J, Confidential Pricing Schedule

(2) **EnergyAxis Advanced:** is described in Exhibit J, Confidential Pricing Schedule

(3) **EnergyAxis Enterprise:** is described in Exhibit J, Confidential Pricing Schedule

ii) **Embedded instances of Virtual Machine (VM):** An additional one time fee as described in Exhibit J, Confidential Pricing Schedule, per processor applies for the configuration of Virtual Machine support for use within the Licensee's Backup or Test system infrastructure. Fees do not apply to operational systems and is not valid for use on operational systems. Requires EnergyAxis Advanced or Enterprise.

iii) **Embedded instances of Oracle Enterprise Edition database or application software:** License fees are based on Standard Edition or Standard Edition One of the embedded Oracle database server and Oracle application server (if applicable). An additional fee as described in Exhibit J, Confidential Pricing Schedule will apply for use of Enterprise editions of Oracle software.

3. **Additional System Expansions and Optional Project Implementation Services:** System expansions and project implementation services beyond the standard project services defined above can be provided on time and material (T&M) basis. Current rates and additional terms that apply are listed in Appendix C-3 of the System Maintenance Agreement.

NOTES:

1. All software license fees are in US Dollars.
2. Prices are valid for deliveries in 2010.
3. Elster reserves the right to periodically audit the user's EA_MS Server to determine the current number and types of meters or control points deployed for the purposes of billing an additional per point license fees. No refund is allowed for a reduced number of points determined by a given audit.
4. Elster does not limit the number of users of its EA_MS software, nor does Oracle for the embedded processor license provided by Elster with the EA_MS software. If Elster provides the server hardware and Microsoft 2008 or newer when available, the user is limited to the default maximum of five (5) users per the MS Windows server license. If Licensee provides the hardware or desires system accessibility for more users, the Licensee is responsible for obtaining the Microsoft 2008 Server license or license expansion, including any additional fees for the desired number of CALs (Client access licenses).
5. See Appendix B-2 Notes for hardware considerations.

APPENDIX B-2
SOFTWARE PROGRAM

1. THE PROGRAM [1]

Elster EnergyAxis Management System (EA_MS) which includes:

(i) **Data Acquisition Module** for the following supported Elster meters:

- Residential meters with 900 MHz EnergyAxis communications
- C & I Meters with 900 MHz EnergyAxis communications
- A3 ALPHA Gatekeeper meters with 900 MHz EnergyAxis communications
- A3 ALPHA meters
- Elster AMI Water Modules
- Elster AMI Gas Modules

(ii) **Supported EA_MS Communications**:

- Switched circuit Public Service Telephone or Cellular Networks (via Elster approved PSTN or cellular modems)
- IP-based connections (via Elster approved IP-addressable modems with RS-232 outputs)
- Integrated SmartSynch GPRS Gatekeeper communications (when commercially available)
- Elster MAS Monitoring Tool

(iii) **Database System** [3][4][5] – An embedded Oracle database system is included in the EA_MS product. Maintenance support is available only from Elster. Maintenance for the first partial calendar year is included in the mandatory System Maintenance Agreement. Support for subsequent years is included as part of the ongoing EA_MS Software System Maintenance Agreement if elected by the Licensee.

(iv) EA_Inspector and/or Route Manager Software consisting of:

- **EA_Inspector Manager installed on the customer computer system(s)**
- **Route Manager installed on the customer computer system(s)**
- **The EA_Inspector application on the handheld device(s) used with the system**
- **PI 900 software on the handheld device(s) used with the system**

1.

2. THIRD PARTY SOFTWARE [1] [6] [7]

a) **Operating System:** Windows 2008 Server Standard Edition required in 2010 and beyond [2]

b) **Clients:** Microsoft Internet Explorer 6.0 (or approved subsequent IE release) [2]

c) **NetBeans**

NOTES:

(1) All Elster Software, Third Party Software, documentation and any related materials shall be provided in the English language.

(2) It is the Licensee's responsibility to acquire and maintain the Supported System and this Third Party Software. Elster will specify the third party software and versions thereof (operating system, software products, etc.) required for each Program release.

(3) Operation of a EA_MS server with embedded Oracle installed that is capable of expansion to more than 4 processors is not allowed unless the server is hardware partitioned such that the EA_MS embedded Oracle database is running in a partition of 4 or fewer processors.

(4) Processor Quantities for Software License Fee Purposes – Some servers include dual or multi-core processors (multiple central processing units supplied in a single chip or processor package). For the purpose of the Per Processor License fees, in any computer with dual or multi-core processors, Oracle's treatment of dual and multi-core processors will apply.

(5) Per Oracle's distribution agreement with Elster, Embedded Oracle software can only be supplied by Elster. No access to the core Oracle functionality is allowed except via the EA_MS GUI interface and the import/export functionality provided as a part of Elster's EA_MS product.

   a. This software license is not limited in the number of meters that can be read as long as the processor, production, backup and test restrictions are satisfied. Specific hardware requirements must be agreed to with Elster depending on the total meter counts, number of meters being read for LP, etc. need to be discussed with Elster.

   b. Future changes in the Software or the Third-Party Software or running of other third-party software programs not tested or provided by Elster could impact EA_MS system performance on a given hardware platform. For example, running virus-scanning software during a billing read could adversely affect the system's ability to process the readings in a timely manner. These situations may or may not be rectified by various means such as changing the scheduled virus scan time or the meter read schedule time.

APPENDIX B-3
ADDITIONAL LICENSE TERMS

ORACLE:

1. The Oracle programs licensed as part of the Program are subject to a restricted license and can only be configured, installed and used in conjunction with the authorized use of the Program. Licensee shall not navigate the underlying data schema.
2. Licensee shall not modify any Oracle programs licensed under this Agreement.
3. Oracle shall not be liable for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of the Program.
4. Licensee hereby acknowledges and agrees that Oracle Corporation is an intended third party beneficiary to this Agreement.

NetBeans:

The source code for the software contained in the file **schema2beans.jar and schema2beansdev.jar** (the "Covered Code") is available by contacting Elster at Elster Solutions, LLC, 208 S. Rogers Lane, Raleigh, NC 27610, Attn: Contracts Manager. Upon request, Elster will make the source code for the Covered Code available to Licensee, subject to the terms of the Sun Public License, version 1.0, which can be found at http://www.sun.com.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH LICENSEE. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE (NOT ELSTER, THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

Any terms of this License Agreement that grant any rights to Licensee with respect to the Covered Code that are in addition to the rights granted to licensees under the Sun Public License are offered by Elster only.

APPENDIX B-4

License Fees	Qty	Unit Price	Ext. Price
Base License Fee: EnergyAxis Premier		**	$0.00
Base License Fee: EnergyAxis Advanced		**	$0.00
Base License Fee: EnergyAxis Enterprise		**	$0.00
Additional Per Processor License Fee		**	$0.00
Additional Fee for Water Module Support		**	$0.00
Additional Fee for Gas Module Support		**	$0.00
Additional Fee for Third Party Meter Support		**	$0.00
Additional per AMI / AMR element license fees (0-20,000)		**	$0.00
Additional per AMI / AMR element license fees (20,000-50,000)		**	$0.00
Additional per AMI / AMR element license fees (50,000-100,000)		**	$0.00
Additional per AMI / AMR element license fees (100,000-200,000)		**	$0.00
Additional per AMI / AMR element license fees (200,000-350,000)		**	$0.00
Additional per AMI / AMR element license fees (350,000-500,000)		**	$0.00
Additional per AMI / AMR element license fees (500,000-1,000,000)		**	$0.00
Additional per AMI / AMR element license fees (1,000,000+)		**	$0.00
Additional Fee for Home Area Network (HAN) Support		**	$0.00
Additional HAN / DR device license fees (0-20,000)		**	$0.00
Additional HAN / DR device license fees (20,000-50,000)		**	$0.00
Additional HAN / DR device license fees (50,000-100,000)		**	$0.00
Additional HAN / DR device license fees (100,000-200,000)		**	$0.00
Additional HAN / DR device license fees (200,000-350,000)		**	$0.00
Additional HAN / DR device license fees (350,000-500,000)		**	$0.00
Additional HAN / DR device license fees (500,000-1,000,000)		**	$0.00
Additional HAN / DR device license fees (1,000,000+)		**	$0.00
Additional Fee for Distribution System / Distribution Automation Support		**	$0.00
Additional DS / DA element license fees (0-100)		**	$0.00
Additional DS / DA element license fees (100-1,000)		**	$0.00
Additional DS / DA element license fees (1,000-10,000)		**	$0.00
Additional DS / DA element license fees (10,000-50,000)		**	$0.00
Additional DS / DA element license fees (50,000+)		**	$0.00
Additional Fee for Stand Alone Element / Direct WAN Connection Support		**	$0.00
Additional Fees for Software License		**	
EA_Inspector Manager (required for the EA_Inspector)		**	
Base license for up to 10 (handheld) devices		**	
License per each 10 additional devices		**	
Site license (unlimited devices)		**	
Route Manager (required for the PI 900)		**	
Base license for up to 10 (handheld) devices		**	
License per each 10 additional devices		**	
Site license (unlimited devices)		**	

Additional Fee for MV90xi HHF Conversion Support		**	$0.00
Additional Fee for Custom SW Development / Integration		**	$0.00
Backup / Test System License Fee: EA Premier		**	$0.00
Backup / Test System License Fee: EA Advanced		**	$0.00
Backup / Test System License Fee: EA Enterprise		**	$0.00
Embedded Instances of Virtual Machine (VM)		**	$0.00
Embedded Instances of Oracle Enterprise Edition		**	--
Additional System Expansions and Optional Project Implementation Services		**	--
Subtotal - Software License Agreement Fees			**$0.00**

(**as described in Exhibit J, Confidential Pricing Schedule)

EXHIBIT C
ENERGYAXIS® MANAGEMENT SYSTEM (EA_MS)
SYSTEM MAINTENANCE AGREEMENT

BETWEEN

Elster Solutions, LLC **208 S. Rogers Lane** **Raleigh, North Carolina 27610**	**and**	City of Santa Clara, California 1500 Warburton Avenue Santa Clara, California 95050
(LICENSOR)		**(LICENSEE)**

THIS SYSTEM MAINTENANCE AGREEMENT (this "Agreement") is by and between **Elster Solutions, LLC** ("Licensor") and City of Santa Clara, California ("Licensee") and is effective this ___ day of November 2010. Licensor will provide system maintenance services ("System Maintenance Services") for the Program licensed to Licensee pursuant to that certain **EnergyAxis** Management System Software License Agreement, dated as of the date hereof, by and between Licensor and Licensee (the "Software License Agreement") and described in Appendix C-1. Capitalized terms herein not otherwise defined shall have the meaning set forth in the Software License Agreement. The terms and conditions of the License Agreement shall govern Licensee's use of the Program.

1. This System Maintenance Agreement shall serve as the exclusive definition of the System Maintenance Services for the Program.

2. The term of this System Maintenance Agreement shall commence upon the above effective date and shall continue until December 31 of that effective year (the "Initial Term"). Thereafter, this System Maintenance Agreement shall automatically renew for successive one-year renewal terms (each a "Renewal Term") unless the System Maintenance Agreement is terminated by either party upon written notice thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be, with such termination to be effective upon completion of such term. Licensor shall have the right to increase System Maintenance Fees annually, provided Licensor provides Licensee written notice of the increased fees no later than sixty (60) days prior to the end of the current calendar year. Licensee may reinstate lapsed support and maintenance for the Program licensed from Licensor upon payment of 150% of all support and maintenance fees in arrears and all costs invoiced by Licensor on a time and materials basis for updating Licensee's Program to the then-current version.

3. System Maintenance Services shall consist of the following:

A. Software Upgrade Service

Software Upgrade Service includes:

- Distribution of the following Software Upgrades:
  - **Patch Upgrades** – Software Upgrades that include a fix for a known bug or software operational problem, which causes the Program not to perform as designed. Patch Upgrades are typically identified by a change in the second decimal of the Program version number (i.e., 2.2.2 to 2.2.3).
  - **Maintenance Upgrades** – Software Upgrades that are primarily maintenance related. Only minor functionality changes may be included. Maintenance Upgrades are typically identified by a change in the first decimal of the Program version number (i.e., 2.2.0 to 2.3.0).

- **Functional Upgrades** – Software Upgrades that include significant database changes or significant functional changes. Functional Upgrades typically will be identified by a change in the whole number of the Program version number (i.e., 2.0.0 to 3.0.0).

- Distribution of one copy of corresponding standard documentation update on CD in English.

- These upgrade services only apply to the Program and Modules originally supplied by Licensor and identified in the Program's Scope in Appendix C-1 of this System Maintenance Agreement.

- Licensor will specify third party software and version thereof that Licensee is required to have for each Software Upgrade.

- To the extent any Software Upgrade contains new Third Party Software, Licensee shall comply with any and all license terms associated with such Third Party Software. Licensor shall notify Licensee of such license terms when the Software Upgrade is distributed to Licensee. Licensee's installation and use of the Software Upgrade shall be deemed Licensee's acceptance of such license terms and agreement to be bound by such license terms. To the extent any Third Party Software license terms are inconsistent with the terms of the Software License Agreement, such Third Party Software license terms shall control with respect to the Third Party Software.

B. System Support

System Support covers the latest commercially available version of the Program delivered to Customer and one previous version up to one 180 days following the commercially available date of the current release of the latest version of the Program and Modules originally supplied by Licensor and identified in the Program's Scope in Appendix C-1 of this System Maintenance Agreement. The parties may amend this System Maintenance Agreement to add additional Modules licensed by Licensee, subject to additional System Maintenance Fees and terms. Maintenance for other third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of the Licensee. Licensor will provide support for embedded Oracle software according to Oracle's then-current support policies.

System Support includes telephone and email support that does not require access to the production, test or backup system and that is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation ("Casual Consulting"). System Support also includes support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system ("Technical Support"). System Support does not include any On-Site Support (as defined below). For the purposes of this System Maintenance Agreement, an "error" shall mean either: (i) a material nonconformity to the then-current applicable specifications; or (ii) a defect which materially impairs use.

Standard 5x9 software support includes the following services:

- Casual Consulting and Technical Support during:

  Elster's normal business hours, Monday through Friday (8:00 AM to 5:00 PM, Eastern Standard Time or Eastern Daylight time as applicable), except for Elster holidays. Alternate hours can be negotiated as part of the contract.

- Access to Casual Consulting and Technical Support is available via a toll-free number and customer specific PIN. The EnergyAxis Software Support line, 866-

554-9007 or +919 250-5717, is available 24 hours a day 7 days a week. The line is staffed during Elster's normal business hours as mentioned above. If you call during normal business hours and no support engineer is available to take your call, your call will be routed to a voice mailbox exclusively for this service. If you leave your name and telephone number, the next available support engineer will return your call. Elster's voice mail system includes an out calling function that is used to notify the on call support personnel for customers who have an extended hours SMA.

- Access to Casual Consulting and Technical support is also available via email. Email should be sent to EnergyAxis.Support@elstersupport.com. Emails sent to this address are automatically routed to the support engineers, who will respond during Elster's normal business hours as described above.
- Technical assistance regarding installation and operation of the Program and Software Upgrades
- General support regarding proper utilization of the Program
- Telephone and email support
- Attempted replication of errors reported by Licensee
- Assistance with Licensor's user documentation and technical manuals provided with the Program
- Guidance on the Program's intended, normal use
- Licensor shall use commercially reasonable efforts to resolve each replicated error by providing either: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error.

As shown in Appendix C-2, support on a 7x12 and 7x24 is available for additional fees. For the Initial Term of this System Maintenance Agreement, Licensee has selected the support level indicated in the signature block of this document. To change support levels, Licensee must request such change in writing no later than October 1 of the then-current year. Licensor will approve or reject the request in writing no later than December 1 of the then-current year, and, if approved, Licensor will invoice Licensee for the new level of support. All approved changes will be effective as of January 1 of the next calendar year.

C. Possible Interference Support

Elster will support SVP in the investigation of possible interference of the EnergyAxis system with external end customer supplied electrical products. While the EnergyAxis system complies with FCC regulations and guidelines, there have been a small number of consumer products that have been built that do not comply with regulations. Elster will support SVP in investigating and providing recommendations to resolve conflicts.

D. Additional and Excluded Services

(i) On-Site Support. Support Services shall not include On-Site Support. For the purposes of this System Maintenance Agreement, "On Site Support" shall occur when:

(a) Licensor is requested by Licensee to arrive at a Licensee location to provide support and/or consultation services;

(b) Licensor is contacted outside of contracted support hours and must (at the approval of Licensee) travel to another location (including Licensor's site) to complete the required services; and

(c) Licensor is contacted during contracted support hours and must (at the approval of Licensee) travel to a separate location to complete the required services.

Any travel to Licensee's site requires prior approval of Elster management. Any On-Site Support provided at the request or approval of Licensee shall be billed on an per hour basis at the then-current labor rates reflected in Appendix C-3 and Exhibit J, Confidential Pricing Schedule, to the Master Agreement between the parties, plus reasonable travel and living expenses (including a 10% administrative fee); provided, however, Licensee shall not be billed for travel non-working time. On-Site Support and services will be provided under Elster's then-current standard service terms and rates.

(ii) Additional Services. The following items, among others, are specifically excluded from this System Maintenance Agreement but may be purchased separately for additional fees (see Appendix C-3 and Exhibit J, Confidential Pricing Schedule, to the Master Agreement between the parties) to be charged by Licensor as specified in Section 4 below:

- Distribution or maintenance of Program Modules not listed in Appendix C-1
- Interpretation of the Program's results
- Supply of typical or representative data
- Assistance with computer hardware and peripheral questions not related to the Program's use
- Assistance with installation, upgrade and maintenance of computer operating system, data base or other software questions not directly pertinent to the Management System Program
- Data debugging and/or correcting
- Services necessitated as a result of any cause other than the Program's ordinary, proper use by Licensee, including but not limited to neglect, abuse, unauthorized maintenance, or electrical, fire, water, or other damage
- Special applications of the Program
- Services resulting from the failure of Licensee to provide a suitable environment for the Program or associated equipment
- Services resulting from failure of Licensee to provide adequate system administration of the Management System, including, but not limited to, normal system administration functions such as ensuring adequate disk space is available on the servers, reliable power quality equipment is in place (UPS) and adequate system backup procedures are followed.
- Service on any prior version of the Program, except that Elster will continue to support a prior version of the Program in accordance with the terms of Section 3(B) of this System Maintenance Agreement

- Any problem caused by modifications in any version of the Program not made or authorized by Licensor
- Any problem resulting from the combination of the Program with such other programming or equipment to the extent such combination has not been approved in writing by Elster
- Any problem caused by communications facilities and infrastructure (telephone, etc.)
- Site planning for locating meters or gatekeepers
- IT infrastructure consulting on system management strategy
- Testing of unsupported system hardware or communication devices.

(iii) Excluded Services. Licensor shall not, under any circumstances, be obligated to perform the following services:

- Services to accessories, attachments, equipment, machines or devices
- Electrical or plumbing work to equipment
- Service which is impractical for Licensor to render because of, or service which would affect portions of the Program modified through, modifications to the Program made by persons other than Licensor, its authorized representatives or its third party suppliers
- Services that would result in any violation of any federal, state or local law or regulation (including, without limitation, the Export Administration Laws)

4. System Maintenance Fees are calculated based on the calendar year. The annual System Maintenance Fees for the current year are set forth on Appendix C-2, attached hereto and incorporated herein by reference. Upon the effective date of this agreement or on a date as specified in an associated system contract, Licensee shall pay the then-current annual System Maintenance Fee, pro-rated based on the number of months remaining in the calendar year from the effective date of this agreement. Thereafter, annual System Maintenance Fees will be invoiced in October of each year, with payment for the next year's System Maintenance due no later than December 31 of the current year. On Site Support services and any other Additional Services will be billed at the end of the month in which the services are provided. Fees for Modules licensed separately by Licensee shall be charged pursuant to the applicable Module License System Maintenance Agreement. Except as specifically set forth in this System Maintenance Agreement, all invoices are due net thirty (30) days from the date of invoice. Licensor will assess a late payment charge on any amount which remains unpaid after it is due, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Licensor may have at law or in equity. All System Maintenance Fees are in US dollars.

5. Either party shall have the right to terminate this System Maintenance Agreement in the event that the other party breaches any material provision of this System Maintenance Agreement and such breach is not cured within thirty (30) days after receipt of notification thereof.

6. The maximum liability of Licensor for any direct damages sustained by the Licensee under this System Maintenance Agreement shall in no circumstance exceed the amount of the annual maintenance fee payable by the Licensee to Licensor for the then-current year. Licensor shall in no event be liable to Licensee for loss of revenue, profit, anticipated profit or indirect, incidental, special or consequential damages, including but not limited to, any losses to Licensee resulting from lost computer time or the destruction or damage of records, or any claims or demands made against the Licensee by a third party.

7. During the term of this System Maintenance Agreement, Licensee shall:

   a. Obtain, install and maintain, and provide to Licensor at no cost to Licensor, full VPN broadband access to all production, backup and test Management System servers under support to allow Licensor to perform System Maintenance for the Program from Licensor's facilities in North Carolina. Reasonable allowance will be made to adhere to Licensee's corporate security administration and monitoring policies. However, during periods when Elster has access to the Management System servers, access will be at the administrator level.

   b. Ensure that only personnel properly trained in the operation and use of the Program and its associated equipment call Licensor for direct phone support and that such personnel have sufficient access and computer time when using such service in order to implement the corrections suggested by Licensor;

   c. Install all Software Upgrades within 60 days of delivery of same;

   d. Perform and install all diagnostic activities and routines recommended by Licensor before requesting On-Site Support;

   e. Ensure the proper Program environment is maintained and that Licensee's personnel who have access to the Program are properly trained in the operation and usage of the Program and the associated equipment.

   f. Provide adequate safeguards for the protection of Licensee's data and files while the System Maintenance is being performed on the Program.

   g. Issue any purchase orders that might be required by Licensee's business processes to honor the payments obligated by this agreement.

   h. Maintain the Management System servers consistent with industry standards on end of life planning for server systems. Elster's general recommendation is that Licensees plan for server replacements on a 3 year cycle to consider hardware and OS obsolescence and to provide latest generation servers to support new features provided in Management System Program releases provided as a part of this SMA.

8. Licensee shall be solely responsible to ensure that all of its files and data are adequately duplicated or documented, and Licensor shall in no way be responsible for Licensee's failure to do so, nor for the costs or expenses of reconstructing data which are lost, destroyed or otherwise damaged or rendered useless during the course of or as the result of the performance of any services under this System Maintenance Agreement.

9. The parties shall treat all Confidential Information disclosed under this Agreement in accordance with the terms of Section 5 of the Software License Agreement. The terms of Section 5 of the Software License Agreement are hereby incorporated in this System Maintenance Agreement by this reference.

10. Neither Party shall be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by unforeseeable causes beyond its reasonable control, including but not limited to acts of war (declared or undeclared), Acts of God, acts of war or terrorism, fire, strike, labor difficulties, insurrection or riot, embargo or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or performance will be extended by period equal to the delay.

11. Licensee shall not, by contract, operation of law, or otherwise, assign this System Maintenance Agreement (in whole or in part), or delegate performance of any of its obligations under this System Maintenance Agreement, without in each case obtaining Licensor's prior written consent.

12. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified mail to a party's address or facsimile number shown below:

If to Elster:	**If to Licensee:**
Michelle L. Simmons	To City of Santa Clara
Contract Services Administrator	Silicon Valley Power
Elster Solutions, LLC	Attention: Director of Electric Utility
208 S. Rogers Lane	1500 Warburton Avenue
Raleigh, NC 27610	Santa Clara, California 95050
michelle.simmons@us.elster.com	JRoukema@svpower.com

A party may change its address or facsimile number for receipt of notice by providing written notice to the other party.

13. This System Maintenance Agreement, including the Appendices attached hereto, contain the entire understanding of the parties with respect to the matters contained herein. This System Maintenance Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof shall be affected thereby, the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted herein.

14. The headings and captions contained herein shall not be considered to be a part hereof for purposes of interpretation or application hereof, but are for convenience only.

15. No action, regardless of form, arising out of the transactions under this System Maintenance Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.

16. Either party's failure to exercise any right under this System Maintenance Agreement shall not constitute a waiver of any other terms or conditions of this System Maintenance Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

17. If Licensee issues a purchase order or other document that purports to define System Maintenance other than as set forth in this System Maintenance Agreement, it is agreed that the terms and conditions of any such purchase order shall have no application or effect, and that the provisions of this System Maintenance Agreement shall continue to control matters related to the provision of System Maintenance.

18. The provisions of Sections 1, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive the expiration or termination of this System Maintenance Agreement for any reason.

19. This System Maintenance Agreement shall be construed and governed according to the laws of the State of California without regard to the choice of law or conflicts of law rules of any jurisdiction.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS SYSTEM MAINTENANCE AGREEMENT WHATSOEVER WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this System Maintenance Agreement.

CITY OF SANTA CLARA, CALIFORNIA
A chartered California municipal corporation

APPROVED AS TO FORM:

ELIZABETH H. SILVER
Interim City Attorney

ATTEST:

RON DIRIDON, JR.
City Clerk

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone : 408-615-2210
Fax : 408-241-6771

ELSTER SOLUTIONS, LLC
a Delaware limited liability corporation

By: _____
H.N. KLETT
Title: Vice President, Business Development
Address: 208 S. Rogers Lane
Raleigh, NC 27610
Telephone: 919-212-4875
Facsimile: 919-250-5483

:

SELECTED SUPPORT LEVEL

Support level	Description	Licensee's Selected Support Level ("X")
Standard Support (5*9)	Monday through Friday ,8 AM -5 PM Eastern Time except designated Elster holidays	
Extended Weekend Support	8 AM – 8 PM Eastern Time all 7 days of week	
7 * 24 Support	Access to Customer Support personnel 24 hours a day, 7 days a week	X

APPENDIX C-1
SCOPE OF PROGRAM AND SUPPORTED SYSTEM

ELSTER PRODUCTS

The Program: As defined in Appendix B-2 of the Software License Agreement

Operating System: Microsoft Windows 2008 Server standard edition

EnergyAxis Premiere System Requirements

- 1 × Dual Core 64-bit processor
- 16 GB RAM
- Oracle 11g Standard Edition
- SAN or some type of backup system recommended. Backup and recovery of system data not covered under this agreement.

EnergyAxis Advanced System Requirements

- 2 × Dual Core 64-bit processors with 16 GB RAM each for database servers
- 2 × Quad Core 64-bit processors with 32 GB RAM each for application servers
- 1 × Quad Core 64-bit processor with 8 GB RAM for communication server (2 Nos)
- Oracle 11g Enterprise Edition
- SAN highly recommended. Backup and recovery of system data not covered under this agreement.

EnergyAxis Enterprise System Requirements

- 4 × Dual Core 64-bit processors with 32 GB RAM each for database servers
- 4 × Quad Core 64-bit processors with 48 GB RAM each for application backend servers
- 4 × Quad Core 64-bit processors with 32 GB RAM each for application interface servers
- 1 × Quad Core 64-bit processor with 16 GB RAM for communication server (X Nos)
- Oracle 11g Enterprise Edition
- SAN highly recommended. Backup and recovery of system data not covered under this agreement.

NOTES:

1. It is the Licensee's responsibility to maintain the Supported System and to maintain the operating system software shown above. Licensor will specify the third party software and version thereof required for each Software Upgrade or release.
2. ORACLE is a registered trademark of the Oracle Corporation.
3. Windows is a registered trademark of Microsoft Corporation.
4. EnergyAxis, REX, and A3 ALPHA are registered trademarks of Elster Solutions, LLC.

APPENDIX C-2
YEARLY SYSTEM MAINTENANCE AGREEMENT FEES

1. System Maintenance Fee for Licensee's each operational server: The system maintenance fees are structured based on the level of support and the total system size as follows:

i. A base maintenance and support fee to cover smaller system configurations

ii. A percentage of the total license fees based on overall system volume and the desired support level

iii. A network maintenance fee applied to all AMI / AMR measurement, control, and sensing elements, HAN / DR devices, and DA / DS devices as defined in the Elster Software License Agreement

The table below describes the structure and calculation methodology for system maintenance fees for the EnergyAxis Management System. [1, 2]

Support Level	Base SMA[2]	Percent of License Fees
Standard Support (5*9)	**	**
Extended Weekend Support (7*12)	**	**
7* 24 Support	**	**

(** as described in Exhibit J, Confidential Pricing Schedule, to the Master Agreement between the parties)

The methodology used to determine annual support fees is the GREATER OF:

i. The Base SMA for the desired support level OR

ii. Total SMA = [Percent of License Fees * Total License Fee] + Network Maintenance Fee

where the Percent of License Fees is again determined by the desired support level and Total License Fee includes any adders for optional interfaces / capabilities defined in the Elster Software License Agreement or customer statement of work.

The Network Maintenance Fee is calculated as described in Exhibit J, Confidential Pricing Schedule, per AMI / AMR measurement, control, or sensing element, HAN / DR device, and DS / DA device as defined in the Elster Software License Agreement.

2. Additional per processor SMA fee: is described in Exhibit J, Confidential Pricing Schedule per additional processor for EnergyAxis Premiere and for EnergyAxis Advanced or Enterprise beyond the numbers of processors recommended by Elster as the proposed system configuration.

3. Un-embedded instances of Oracle database or Application software: SMA fees are based on embedded Standard Edition or Enterprise Edition Oracle database server and Oracle application server (if applicable in License's deployment). Additional fees will apply for use of Un-embedded Standard Edition or Enterprise editions of Oracle software.

4. Future Modules and Applications: Additional System Maintenance fees for new modules or applications will be determined at time of availability.

5. Annual Increase Provision: Licensor reserves the right to increase the annual SMA fee at the time of annual renewal each year after the 1st complete calendar year by the greater of 4% or the most recent Consumer Price Index for Urban Customers (CPI-U) statistic posted by the Bureau of Labor Statistics of the US Department of Labor.

6. Optional System Retraining: Licensee with a current System Maintenance Agreement can optionally purchase system retraining for 1 week under the following fee structure

a) Training at Licensor's Facility in Raleigh, NC: is described in Exhibit J Confidential Pricing Schedule plus a fee as described in Exhibit J Confidential Pricing Schedule per set of printed materials (a maximum of nine students in one package)

b) Training at Licensee's Facility: is described in Exhibit J, Confidential Pricing Schedule plus travel and living and an additional fee as described in Exhibit J, Confidential Pricing Schedule, per set of printed materials (a maximum of nine students in one package).

Pricing Notes:

1. If System maintenance is to be purchased for any licensee Management System Server, it must be purchased for ALL of the Licensee's Management System servers (operational, backup and test) and the hours of coverage for all Management System servers must be the same.

2. SMA support for any of Licensee's systems is only available if the all of the applicable license fees have been paid (including any incremental backup and/or system Software License fees), the system(s) installed and all of the Licensee's systems are under an active and paid SMA.

APPENDIX C-3

EA_MS Server System Maintenance Agreement

Professional Services Request Form

To:	Attn:	Date:
Elster Solutions, LLC 208 S. Rogers Lane Raleigh, NC 27610	Systems Support Manager Fax: (919) 250-5439	

WORK REQUESTED BY CUSTOMER: **(Attach additional page(s) if more space is required.)**

RATES: The rates quoted below apply to work initiated in year 2010 and completed within one (1) calendar year. Rates are for labor only and DO NOT include travel and living expenses.

Skill Category	Elster Daily Rate	Exemplary Activities
Program Director	**	Ultimate authority over Elster for large scale or turn key projects reporting to execute sponsors, Risk Mitigation consultation and decision making, Communications to Licensee's senior executives
Executive Consultant	**	Business and technical expertise to advise Licensee regarding AMI strategy, business case development, enterprise architecture and infrastructure planning and process evaluation
Senior Systems Engineer/ Architect/Senior Business Analyst	**	Technical expertise for business process analysis re-engineering and integration scoping for enterprise AMI integration
Solution Delivery Manager	**	Overall management responsibility for large scale or turn key projects reporting to executive sponsors
Project Manager	**	Planning and administration of day to day project activities, monitoring execution of project schedules, routine status reporting, communicating risk and issues
Integration Developer	**	Expertise in software tools and techniques that allow seamless sharing of AMI data and business processes across enterprise applications and disparate customer information systems
Project Engineer	**	Engineering expertise for ensuring the network elements, metering end points and hardware interfaces of the AMI system deployed function as intended to meet the specified AMI system requirements
Senior Field Service Engineer	**	Field installation coordination and field trouble shooting
Business Analyst/Support Analyst/Network Engineer	**	Definition and execution of system acceptance tests, on-going consultation on business process analysis and design, on-site support as defined in this agreement
Senior Database Administrator/ System Administrator/ Enterprise IT Architect	**	Planning and configuration of WAN communications, storage area networks, high availability options, etc. to meet Licensee's enterprise IT Requirements
Logistics Coordinator	**	Coordination of equipment and material delivery logistics
Systems Engineer/Senior Developer/ Senior QA Engineer	**	Implementation and test of any defined integrations within Elster scope
Technical Writer	**	Documentation of scope of implementation
Administrative Assistant	**	Assistance with administration of project

Unless otherwise stated herein, Service prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). "Time" is on-the-job plus travel time to and from the job site from the regularly assigned office location. "Time" starts and ends at the person's regularly assigned office location unless otherwise agreed upon prior to the start of work. Overtime, Saturday hours will be billed at one and one half (1 ½) times the hourly rate; Sunday will be billed at two (2) times the hourly rate and holiday hours recognized by Elster will be billed at three (3) times the hourly rate. Minimum billable time per person will be four (4) hours.

Send Invoices To:	Customer's Authorized Representative:
Company: **Address:** **City, State, Zip:** **Attn:** **Telephone No:**	Signature Date

Request Received by Elster:	Enter Time Tracking System Task Name:

All services and products delivered under this request are governed exclusively by the Master Agreement.

(** As described in Exhibit J, Confidential Pricing Schedule)

EXHIBIT D
EQUIPMENT MAINTENANCE AGREEMENT
BETWEEN

Elster Solutions, LLC **208 South Rogers Lane** **Raleigh, North Carolina 27610**	**and**	**City of Santa Clara** **Silicon Valley Power** **1500 Warburton Avenue** **Santa Clara, California 95050**
("Elster" or "Seller")		**("Buyer")**

I. Introduction

The original Buyer of equipment (Equipment) listed in Section V. below, agrees to purchase an Equipment Maintenance Agreement (EMA) from Elster Solutions or its authorized agent. The EMA is not transferable to any other party without the written authorization from Elster Solutions.

II. Purchase Conditions

a) Equipment under original warranty. Provided there is no lapse in Equipment warranty coverage; an EMA is purchased prior to the conclusion of the standard new warranty period for the Equipment and will be automatically renewed annually until terminated by either party as provided in Section X.

b) Equipment no longer under original warranty. In the event there was a lapse of coverage either from the end of the new product warranty period or a lapse in EMA coverage, EMA coverage may be purchased or reinstated, subject to the conditions in Sections VI and VII, below and will be automatically renewed annually until terminated by either party as provided in Section X.

III. Maintenance Requests

To arrange Equipment Maintenance service under this Agreement, please contact Customer Service (888.757.1918) for a return material authorization number and shipping instructions.

IV. Maintenance Services

Elster will inspect Equipment upon receipt to determine the Equipment's eligibility status. Equipment that is either under original warranty or has current EMA coverage on the equipment is eligible for maintenance without charge. Repair may include the replacement of the parts or boards with functionally equivalent, reconditioned or new parts and boards. All parts and boards removed in the replacement process shall become the property of Elster. Buyer shall prepay shipping charges and insurance for Equipment returned to Elster under original warranty or EMA maintenance. Elster will pay costs for return of the Equipment to Buyer via ground service.

V. Equipment

The Equipment covered under this Agreement is listed in Attachment A attached and provided in this manner to allow addition and deletion of Equipment under EMA to be made without having to initiate a new EMA with each requirement.

VI. Term

a) The term of this EMA shall commence upon meeting the above Purchase Conditions and shall continue until December 31 of that effective year (the "Initial Term"). Thereafter, this EMA shall automatically renew for successive one-year renewal terms (each a "Renewal Term") unless the EMA is terminated by either party upon written notice within thirty (30) days of receipt of renewal invoice. Elster shall have the right to increase EMA Fees annually, provided Elster provides Buyer written notice of the increased fees no later than sixty (60) days prior to the end of the current calendar year.

b) The term for EMAs purchased for Equipment after the original equipment warranty has expired or EMA lapse will begin from the date the EMA is executed by Elster and the Buyer, and will extend for a period of 365 days. The Buyer may reinstate lapsed EMA coverage for Equipment upon payment of all costs invoiced by Elster for the inspection and reconditioning of Equipment to be reinstated.

VII. Fees and EMA Renewal

The fee for 365-day EMA coverage Term ("Maintenance Fee") is described in Exhibit J Confidential Pricing Schedule for each unit, for the next term. The eligibility inspection ("Inspection Fee") for Equipment previously purchased, but not covered by an EMA, is described in Exhibit J Confidential Pricing Schedule for each unit, for the next term. *Inspection fee does not apply to new equipment. This fee applies when an existing unit is not under an Equipment Maintenance Agreement and the Buyer decides to purchase this option. Fees are subject to periodic adjustment by Elster and may affect the next renewal term. Maintenance Fees are calculated based on the calendar year. Annual EMA Renewal Term Fees will be invoiced in October of each year for the subsequent year. On Site Support services and any other Additional Services will be billed at the end of the month in which the services are provided. All invoices are due net thirty (30) days from the date of invoice. Buyer will assess a late payment charge on any amount unpaid after it is due, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Elster may have at law or in equity. All EMA Fees are in US dollars.

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VIII. Manufacturers Warranty

Elster warrants that maintenance services will be performed in a good and workmanship manner. Replacement parts and boards are warranted for ninety (90) days or the balance of the EMA Term, whichever is longer. There is no warranty or guaranty of merchantability, or fitness for a particular purpose, or of any other kind, expressed or implied, with respect to the services performed or parts furnished by Elster. This EMA does not cover defects, malfunctions, performance failures or damages to the unit resulting from use in other than normal and customary manner, misuse, accident, neglect, improper alterations or repairs. Unauthorized disassembly or repairs of the Equipment by anyone other than Elster or its authorized representative will void this EMA. The misuse or neglect of the Equipment resulting in water and/or physical damage will void this EMA.

IX. Limited Liability

The following sets forth the full extent of Elster Solutions' responsibilities with regard to any Equipment covered by an EMA. Repair or refund of the Maintenance Fee paid for the particular Equipment that can't be repaired, solely at Elster Solutions' option, is the exclusive remedy under an EMA. In no event shall Elster Solutions be liable for damages in excess of the original price paid for the current Term Maintenance Fee for the Equipment, or for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages arising out of the use or inability to use such product, to the full extent such may be disclaimed by law.

X. Termination

If Elster Solutions determines that it can no longer maintain certain Equipment, Elster Solutions shall have the right to cancel any current EMA coverage of that Equipment and refund the Buyer the full Term Maintenance Fee for each covered Equipment provided it has not been repaired during the current Term. If the Equipment has been repaired during the current Term, the total annual Maintenance Fee will be refunded, less the cost of any repairs occurring in the current Term.

This Equipment Maintenance Agreement shall be construed and governed according to the laws of the State of California without regard to the choice of law or conflicts of law rules of any jurisdiction.

(continued on page 4)

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This Agreement, together with the Exhibit incorporated herein by reference, as well as all purchase orders issued hereunder, sets forth the entire agreement between Seller and Buyer concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Equipment Maintenance Agreement.

CITY OF SANTA CLARA, CALIFORNIA
A chartered California municipal corporation

APPROVED AS TO FORM:

ELIZABETH H. SILVER
Interim City Attorney

ATTEST:

RON DIRIDON, JR.
City Clerk

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone : 408-615-2210
Fax : 408-241-6771

ELSTER SOLUTIONS, LLC
a Delaware limited liability corporation

By: _____
H.N. KLETT
Title: Vice President, Business Development
Address: 208 S. Rogers Lane
Raleigh, NC 27610
Telephone: 919-212-4875
Facsimile: 919-250-5483

Attachment A

EMA Equipment	**EMA Fee**
EA_Inspector (FW900 and/or FW950)[1]	** per unit
EA_Inspector - 7S1500G002	
Serial number(s)	
1	
2	
3	

Total added to Contract: _____

PI900 (FW900 and/or FW950)[1]	** per unit
PI 900 - 7S1500G001	
1	
2	
3	

Total added to Contract: _____

(** As described in Exhibit J Confidential Pricing Schedule)

Note 1: The EA_Inspector may optionally have the PI 900 application installed. In these "dual load" cases, a single EA_Inspector EMA fee is charged.

CITY OF SANTA CLARA, CALIFORNIA
A chartered California municipal corporation

APPROVED AS TO FORM:

_____
Elizabeth H. Silver
Interim City Attorney

ATTEST:

_____
RON DIRIDON, JR.
City Clerk

_____
JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone : 408-615-2210
Fax : 408-241-6771

ELSTER SOLUTIONS, LLC
a Delaware limited liability corporation

By: _____
H.N. KLETT
Title: Vice President, Business Development
Address: 208 S. Rogers Lane
Raleigh, NC 27610
Telephone: 919-212-4875
Facsimile: 919-250-5483

EXHIBIT E

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1 Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$2,000,000 Each occurrence
$2,000,000 General aggregate
$2,000,000 Products/Completed Operations aggregate
$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MC S90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1 Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

a. No cancellation of the coverage provided due to nonpayment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non- renewal.

b. No cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

c. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each andevery subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual relevant portions of the insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

City of Santa Clara Electric Department
c/o EBIX Inc.
P.O. 12010-S2
Hemet, CA 92546-8010
Telephone number: 951-766-2280
Fax number: 770-325-0409

or

151 North Lyon Avenue
Hemet, CA 92543

F. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ELSTER SOLUTIONS, LLC

EXHIBIT F

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts

A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or sub-contract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or sub-contractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the

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[1] For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. City may also terminate this Agreement in the event any one or more of the following occurs:

1. If City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with city, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ELSTER SOLUTIONS, LLC

EXHIBIT G

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]

I, H. N. Klett, being first duly sworn, depose and say that I am the Vice President, Business Development of Elster Solutions, LLC, and I hereby state that I have read and understand the language, entitled *"ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"* (herein "Ethical Standards") set forth in Exhibit A. I have authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ELSTER SOLUTIONS, LLC
a Delaware limited liability corporation

By: _____
H. N. KLETT
Title: Vice President, Business Development

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

H. N. Kleth

Name(s) of principal(s)

Date: 11/15/10

(Official Seal)

SHERI L RIEVES
Notary Public
Wake County
North Carolina
My Commission Expires Jun 26, 2015

Sheri L Rieves

Official Signature of Notary

Sheri L. Rieves, Notary Public

Notary's printed or typed name

My commission expires: 6-26-2015

EXHIBIT H

System Functional and Non Functional Requirements

The following requirements were presented in the RFP dated November, 2009. The requirements are restated in a form to allow for specific testing and compliance as a part of the agreement.

6.1 MANDATORY FUNCTIONAL REQUIREMENTS

The Supplier, Elster, shall provide a complete Advanced Metering System, known as Energy Axis Management System (EA_MS), including field communication hardware, electrical and water meters, Elster REX2, A3 ALPHA, AMCO, and support equipment and software as specified in the following requirements below:

6.1.0 AMI Solution – General

Supplier shall provide an AMI Solution system that can:

6.1.0.1	Handle up to 100,000 residential, commercial and industrial electric meters.	PR
6.1.0.2	Handle up to 50,000 residential and non-residential water meters.	PR
6.1.0.3	Handle up to 5,000 water distribution system meters and devices.	PR
6.1.0.4	Handle up to 10,000 electric distribution meters, grid sensors, controller, collectors and other endpoint devices.	PR
6.1.0.5	Receive and process more than 500,000 endpoint values up to six (6) times a day – channels or endpoints only.	PR
6.1.0.6	Handle up to 20,000 net metering points.	PR

6.1.1 Meters

6.1.1.1 Meters – Electric, General

Supplier shall provide electric meters that meet the following requirements:

6.1.1.1.1	Shall comply with applicable U.S. meter standard for induction and solid state watt-hour meters and communication standards including: 1. ANSI C12.1-2001 2. ANSI C12.20 (Class 0.2) – 2002 3. ANSI/IEEE C37.90.1 - 2002 4. ANSI/IEEE 62.45 – 2002 5. ANSI C12.10 – 2004 6. ANSI C12.18 – 1996 7. ANSI C12.19 – 1997	FR

	8. ANSI C12.21 9. ANSI C12.22 10. IEC 61000-4-4 – 2004-07 11. IEC 61000-4-2 – 2001-04 12. IETF IPv4 13. Support for latest revision of above standards where applicable. 14. Comply with FCC regulations (provide documentation of compliance with proposal response) 15. FCC Part 15 Class B **16.** FCC Part 15, sub-paragraph 247	
6.1.1.1.2	Supplier shall provided the following electric meter quantities and types of electric meters to be procured and installed with this RFP (numbers also include spares): 3980 2S - Single Phase 3 Wire Meter 11 3S - Single Phase 3 Wire Meter w/ Single CT 30 5S - Three Phase Transformer Rated 3 Wire Meter Delta w/Demand 164 9S - Three Phase Transformer Rated 4 Wire Meter Wye w/Demand 854 12S - Network Meter From 3Wire Meter 145 16S - Three Phase Self-Contained Meter	FR
6.1.1.1.3	Shall provide Elster electric meters or acceptable equivalent from the following manufacturers include: 1. GE 2. Landis&Gyr 3. Itron	FR
6.1.1.1.4	Shall store 15 minute interval energy consumption data for a minimum of 55 days for 1 channel and 27 days for two (2) channels. Data to persist until overwritten.	PR
6.1.1.1.5	Shall store at least the last 100 diagnostic events/errors in a log with a timestamp indicating the occurrence of the event/error. Data to persist until overwritten.	PR
6.1.1.1.6	Shall store at least the last 100 informational messages in a log with a timestamp indicating the receipt of the message. Data to persist until overwritten.	PR
6.1.1.1.7	The HES shall store at least the last 512 communications events in a log with a timestamp indicating the occurrence of the event. Data to persist until overwritten.	PR
6.1.1.1.8	Shall provide two-way secure communication with authorized systems and devices. Meter shall be capable of transmitting stored data to Responder supplied Field Tool locally and to AMI Head-End System (HES) .	FR

6.1.1.1.9	The Supplier provided REX2 electric meter shall be capable of displaying 6 digits on its LCD. The energy (kWh) information shall be configurable for 4, 5 or 6 significant digits with no decimal. The demand (kW) information shall be displayable as a 3 digits plus 3 decimals. The A3 ALPHA meter shall be capable of displaying 6 digits on its LCD. Both energy (kWh) and demand (kW) information shall be configurable from 3 to 6 significant digits with up to 4 decimal locations.	FR
6.1.1.1.10	Shall possess a unique internal (e.g. serial number) and external (e.g. network address) identity to enable targeted messaging and communications (i.e. individually addressable meters and distribution devices).	FR
6.1.1.1.11	Shall continue to record data (energy usage, diagnostic events, and informational messages) during a communications failure/outage.	FR
6.1.1.1.12	Shall provide an integrated 200A remote connect/disconnect switch on the REX2 meter for all 200A residential and network electric meters.	FR
6.1.1.1.13	Shall externally indicate electric service connect/disconnect status so that it is visible to customer or SVP employee on site.	FR
6.1.1.1.14	Supplier shll provide electric meters that have a projected minimum service life of 20 years including battery, with a meter failure rate of less than 0.3% per year.	PR
6.1.1.1.15	Shall have a viewable liquid crystal display (LCD) in full daylight with meter register visible at 25ft., with viewing angle of +/- 60 degrees.	PR

6.1.1.2 Meters – Electric, Functions

Supplier shall provide electric meters that meet the following requirements:

6.1.1.2.1	REX2 meter shall support previous billing register. A3 ALPHA meter shall be able to record self reads at 12 midnight for each register or channel.	FR
6.1.1.2.2	Shall be able to support interval data collection for energy consumption, kWh, for interval data lengths of 15, 30, or 60 minutes or one single daily interval 24 hours in length for the REX2 electric meters. The interval length for the A3 ALPHA meter is configurable between 1 to 60 minutes where the length is evenly divisible into 60. Expected interval data length will be 15 minutes for all meters.	PR
6.1.1.2.3	Shall be able to support a minimum of two (2) channels of interval data for residential meters (REX2). Shall be able to support a minimum of four (4) channels for commercial and industrial meters (A3 ALPHA).	FR

6.1.1.2.4	HES shall provide the capability to schedule reads of voltage data from a subset of the REX2 meters on a periodic basis as frequently as every 15 minutes.	FR
6.1.1.2.5	Shall be able to support measurement of peak demand kW over a configurable demand period for both the residential, REX2, and commercial and industrial, A3 ALPHA, electric meters. The A3 ALPHA meter is also configurable to display the instantaneous kW value.	FR
6.1.1.2.6	Meter recording interval length shall be configurable.	FR
6.1.1.2.7	Shall support net metering By measuring kWh consumption/generation on one (1) billing register. Meter shall record load profile as kWh-delivered and kWh-received.	FR
6.1.1.2.8	Shall support bi-directional metering to support distributed generation measurement. The electric meter shallecord kWh consumption/generation on two (2) channels. This shall be provided to support distributed generation applications where SVP needs to measure both the gross premises load and energy generated. Information from two channels shall be used to determine net energy received from/sent to utility.	FR
6.1.1.2.9	Shall support power outage flag that can be set for each interval in which a power outage occurs.	FR
6.1.1.2.10	Large commercial and industrial electric meters, A3 ALPHA, shall have pulse contact KYZ output relays for backwards compatibility with existing customer energy management systems or other users of pulse output.	FR
6.1.1.2.11	Non-residential, non-self-contained electric meters shall support multi-voltage with ratio settings for input current transformers (CTs)/potential transformers (PTs) from 120V to 480V.	FR
6.1.1.2.12	Non-residential electric meter shall support interval data collection for VArHr (Volt Ampere-reactive Hour) .	FR
6.1.1.2.13	Shall keep a log of communications events at the HES, but not limited to: 1. Link fail 2. Link switch 3. Link up 4. Link quality	FR
6.1.1.2.14	Time clock in the electric meter shall be validated with an external time source at least once per day. Originating source shall be traceable to NIST time standard.	FR
6.1.1.2.15	Electric meter clock time shall be automatically reset during the daily time validation if meter time is out of synch (based upon set limits) with the external time source.	FR

6.1.1.2.16	Shall correct for Daylight Savings Time (DST) changes twice per year.	FR
6.1.1.2.17	EA_MA shall log all successful and failed internal clock time corrections or adjustments. Based on user-defined parameters, EA_MS shall perform one of the following functions: 1) Determine that the electric meter's internal clock is within allowable limits; 2) Determine that the electric meter's clock is off, but within allowable limits, and correct the meter's time; or 3) Determine that the electric meter's clock is significantly off, and not correct the meter's time. This would generate an error report so that the electric meter can be checked or possibly replaced.	FR
6.1.1.2.18	Shall have time keeping capability and maintain holdover accuracy to ANSI C12.1 specifications. For meters without battery backup, the real time shall be provided via the AMI network.	FR
6.1.1.2.19	Shall be able to be remotely disconnect/reconnect premises electrical service for residential customers upon receipt of authorized AMI system message.	FR
6.1.1.2.20	Shall support tamper detection and set tamper detection flag for reporting during next scheduled read.	FR
6.1.1.2.21	Shall detect presence of voltage on customer side of electric meter when remote connect/disconnect switch is open. Electric meter shall set voltage present/switch open flag for reporting during next scheduled read. This flag shall be used to flag potential energy theft.	

6.1.1.3 Meters – Water, General

Supplier shall provide water meters that meet the following requirements:

6.1.1.3.1	Shall comply with applicable U.S. meter standards for water meters and communication standards including: 1. AWWA C700 2. NSF/ANSI 61 3. Comply with FCC regulations (Supplier shall provide documentation of compliance) 4. FCC Part 15 Class B 5. FCC Part 15, sub-paragraph 247	FR

6.1.1.3.2	Supplier shall provided the following quantities and types of water meters to be procured and installed with this RFP (numbers also include spares): 456 5/8 x 3/4 inch Remote Meter – Positive Displacement 6 5/8 x 3/4 inch Pit Meter – Positive Displacement 25 1 inch Pit Meter – Positive Displacement 15 1 1/2 inch Positive Displacement Pit Meter – Multi-jet, Turbine 26 2 inch Positive Displacement Pit Meter – Multi-jet, Turbine	FR
6.1.1.3.3	Shall be sealed and waterproofed.	FR
6.1.1.3.4	Shall be lead free per CA AB 1953.	FR
6.1.1.3.5	Shall provide water meters or AMI modules for the following water meter manufacturers: 1. Elster AMCO 2. Badger Meters 3. Sensus	FR
6.1.1.3.6	Shall have a projected minimum service life of 20 years including battery when reporting every 4 hours, 16 years when reporting every 2 hours, and 15 years of operation when reporting every 1 hour. Water meter failure rate shall be equal to or less than 0.3% per year.	PR
6.1.1.3.7	Shall store fifteen minute interval water consumption data for a minimum of 24 days for one channel. Data shall persist until overwritten.	PR
6.1.1.3.8	Shall provide two-way secure communication with authorized systems and devices.	FR
6.1.1.3.9	Shall have measurement resolution of one (1) gallon for water consumption.	PR
6.1.1.3.10	Shall possess a unique internal (e.g. serial number) and external (e.g. network address) identity to enable targeted messaging and communications (i.e. individually addressable meters).	FR
6.1.1.3.11	Shall confirm ability to transmit water consumption reads from SVP water meter pits to FAN Controller/Collector using transmission message acknowledgement from the FAN Controller/Collector. Provide transmission range for water meters set in pit, directly or indirectly	FR
6.1.1.3.12	Water meters shall be able to optimize signal transmission by using polycarbonate pit cover with a thickness of no more than 1".	FR
6.1.1.3.13	SVP shall be able to visually read water meter consumption inside pit upon removal of cover.	FR

6.1.1.4 Meters – Water Meter, Functions

Supplier shall provide water meters that meet the following requirements:

6.1.1.4.1	Shall Support measurement of interval water consumption.	FR
6.1.1.4.2	Sahll Support interval data lengths of 15, 30, or 60 minutes or one single daily interval of 24 hours in length.	PR
6.1.1.4.3	Shall provide "wake up" mode operation to maximize battery life.	FR
6.1.1.4.4	Shall provide peak detection alarm and support reverse flow detection alarm in the future.	FR
6.1.1.4.5	Shall provide battery-end-of-life indicator alarm.	FR
6.1.1.4.6	Shall provide alarm for communication failure with meter encoder.	FR
6.1.1.4.7	Shall provide tamper detection by setting a tamper detection flag and report this flag with the scheduled water meter read.	FR

6.1.1.5 Meters –Distribution, Grid Sensors and Controllers

Supplier shall provide Distribution meters, grid sensors and controller that meet the following requirements:

6.1.1.5.1	Comply with applicable utility standards for field installation of equipment and communication standards including: 1. ANSI/IEEE C37.90.1 - 2002 2. ANSI/IEEE 62.45 – 2002 3. IEC 61000-4-4 – 2004-07 4. IEC 61000-4-2 – 2001-04 5. FCC Part 15 Class B 6. FCC Part 15, sub-paragraph 247 7. IETF IPv4 8. Comply with FCC regulations (Supplier shall provide documentation of compliance) 9. Support for latest revision of above standards where applicable.	FR
6.1.1.5.2	Shall be able to support digital output such as KYZ relays.	FR
6.1.1.5.3	AMI solution shall support DA gateway in the future providing IP access (but not executing operations) to distribution devices and serving as 900 MHz EnergyAxis gatekeeper.	FR
6.1.1.5.4	Shall store 15 minute interval data for a minimum of 55 days for 1 channel and 27 days for 2 channels for REX2 technology. Monitoring device using the A3 ALPHA technology can store 15 minute interval data for 64 days for 2 channels.. Data to persist until overwritten.	PR

6.1.1.5.5	Shall provide two-way secure communication with authorized systems and devices.	FR
6.1.1.5.6	Shall possess a unique internal (e.g. serial number) and external (e.g. network address) identity to enable targeted messaging and communications (i.e. individually addressable meters).	FR
6.1.1.5.7	Shall continue to record data during a communications failure/outage.	FR
6.1.1.5.8	Shall respond to a request from an authorized source for presence of input voltage (device power).	FR
6.1.1.5.9	When a Distribution Meter replies to a request for voltage, it shall report: 1) timestamp, and 2) voltage.	FR
6.1.1.5.10	Shall operate off voltages between 96V to 144V (120V version) or 192V to 288V (240 V version) for REX2 technology. Monitoring device using the A3 ALPHA technology shall operate between 96V to 528V	PR
6.1.1.5.11	This requirement is deleted.	PR
6.1.1.5.12	Shall support the following distribution and/or other end point devices including, but not limited to: 1. Monitoring LV overhead distribution transformers 2. • Monitoring LV underground distribution transformers 3. • Remote control of polyphase loads	FR
6.1.1.5.13	As part of system acceptance testing, Supplier shall demonstrate functionality of five (5) different distribution meters, grid sensors and controllers for testing on SVP's installed AMI network in order to show successful system integration, testing and verification of operation. These are specified as follows: 1. Low Voltage AGInode for overhead distribution transformer 2. Low Voltage AGInode for pad mount distribution transformer 3. Polyphase AGI Remote Load Control for 100A load 4. Polyphase AGI remote load control for 200A load 5. AGI DA Gateway	PR

6.1.2 Field Area Network (FAN)

6.1.2.1 FAN – General

Supplier shall provide a Field Area Network (FAN) that meets the following requirements:

6.1.2.1.1	Shall comply with FCC regulations provide documentation of compliance and communications standards including: 1. FCC Part 15 Class B 2. FCC Part 15, sub-paragraph 247 3. IETF TCP/UDP 4. IETF TCP/IPv4 for Energy Axis 5. IETF TCP/IPv6 for Tropos GridCom	PR
6.1.2.1.2	Shall be modular to permit change of network communications technology.	FR
6.1.2.1.3	Energy Axis network design shall be self registering, self healing and self optimizing. • Self-registration within the EnergyAxis RF LAN shall allow the network to recognize and determine the best communication path for newly installed devices. The self-registration process shall allow the end device to find and register with the appropriate collector and provide notification to the EA_MS of newly installed devices. This shall happen automatically and without need for manual intervention. • To ensure robust communication within the RF LAN, each EnergyAxis end-device shall have the capability to self-optimize its communication path when initially registering or if communications degrade. The self-optimization of the EnergyAxis RF mesh will prevent many of the potential communication failures through early detection of communication degradation. The collector's LAN management algorithm shall be used remotely to optimize communications to each meter. Self-healing is the intelligence within the network to maintain communication with the end device and to find another path through the network when communications fail. This important feature shall not require interaction from the user. A temporary failure in the mesh network may result in a new communication path through a different series of repeaters to the same collector or to another collector.	FR

	Device Registration Process Each EnergyAxis meter shall be configured with a unique LAN ID and mapped to a Meter ID during manufacturing. The manufacturing system shall produce a "marriage file" that contains this mapping of LAN IDs to Meter IDs. The marriage file information shall be imported into the EAMS to provide a list of known and valid meters. These are the meters known to the network and alerts are generated if an unknown meter is found or if a known meter fails to register. These reports shall provide cross checks that the work order process during meter installation occurs properly. For example, the Unknown Meter Report will flag a meter that was installed but that the technician failed to identify as completed. The collector shall be installed according to the project plan and the communications ID shall be associated with the meter/collector ID. (Examples of communications IDs include IP addresses and telephone numbers.) This data shall be input into the EA_MS either manually or via an automatic CIS import. The RF node registration process functionality shall be provided by system algorithms developed by Elster. All system registration operations shall be transparent to the EnergyAxis EA_MS operator but visible if needed for operation or maintenance. The end meter/node registration process begins at the collector. Once energized, the collector: 1. Initiates a meter/node scan. 2. Finds and registers new "unregistered" meters/nodes. 3. Switches registered meters/nodes to better communications paths. The process shall start with the "closest" meters/nodes and then moves outward. Tropos GridCom network shall be self-initializing, self-healing and self-optimizing. Tropos' PWRP routing protocol shall be a real-time fully-distributed routing protocol that allows each mesh router to dynamically and automatically select the best routing path back to a backhaul point so as to minimize the end-to-end latency. The self-healing mesh architecture shall be capable of reacting and re-configuring over sub-second time scales to adapt to changes in network or RF conditions to continue to maintain service. It shall dynamically react to changes in RF environmental conditions to continually optimize end-to-end latency and throughput. All radio-level parameters, including operating channel, frequency bands, transmit power levels and modulation rates shall be under the control of automated algorithms that can react and respond in real-time to optimize the system performance.	

6.1.2.2 FAN Controller/Collector – General

Supplier shall provide FAN Controller/Collector that meets the following requirements:

6.1.2.2.1	EA Gatekeeper shall operate for extended periods in the absence of grid power for at least eight (8) hours . Tropos mesh routers, when equipped with optional battery backup, shall operate for extended periods in the absence of grid power for at least two (2) hours.	PR
6.1.2.2.2	Field equipment shall be hardened to operate in a noisy electrical environment. Supplier shall provide their certifications for Electromagnetic Compatibility. The REX2-EA meter supports: • ANSI C12.1 (2001) • ANSI C12.10 (2004) • ANSI C12.19 (1997) • ANSI C12.20 (2002) – 0.5 accuracy class • ANSI C37.90.1 Oscillatory • IEC 61000-4-4 • IEC 61000-4-2 The A3 ALPHA meter supports: • ANSI C12.1 (2001) • ANSI C12.10 (2004) • ANSI C12.18 • ANSI C12.19 (1997) • ANSI C12.20 (2002) – 0.2 accuracy class • ANSI C37.90.1 Oscillatory • IEC 61000-4-4 • IEC 61000-4-2 Tropos GridCom system • IEC 61000-4-2 as well as • ANSI/IEEE C62.41 • ANSI C37.90.1 Oscillatory	PR

	• UL 1449-2nd ed., 10kA @8/20 µS Wave form, 36kA per phase, L-L, L-N, L-PE, • EN61000-4-5 Level 1 & 2 AC Surge Immunity • EN61000-4-4 Level 2 Electrical Fast Transient Burst Immunity • EN61000-4-3 Level 2 EMC Field Immunity • EN61000-4-2 Level 2 (contact), Level 3 (air) ESD immunity.	
6.1.2.2.3	HES shall support self-healing capability such that the system continues to operate when a device becomes inoperable or a connection is impaired.	PR
6.1.2.2.4	Shall be available 24 hours per day, 7 days a week with an allowance for down time for maintenance.	PR
6.1.2.2.5	Shall be time-synchronized with an external time source at least once per day. List source origination, accuracy and update procedure. EA_MS shall provide central time management for the EnergyAxis AMI system by performing time synchronization of meters during each communications session if needed. EA-MS itself shall be time synchronized with either local LAN time sources or Internet available time sources.	FR
6.1.2.2.6	Components storing payload data shall utilize non-volatile memory for storing and retaining this information.	FR
6.1.2.2.7	Capable of connecting to a main voltage ranging from 120V to 240V with a range of from 100V to 277 VAC.	FR
6.1.2.2.8	Shall meet the following installation and operation requirements including: <u>EA Gatekeeper with Battery backup</u> • Packaged in a locking NEMA enclosure and has multiple mounting options: pole, building, or tower • Dimensions: 12 x 14 x 6 inches. (configurations with remote antennas are 14 x 16 x 6 inches) • Power – Less than 0.5 Amps at 120 VAC • Voltage Range – 96 - 264 VAC • Environmental –-40°C to +65°C, 0% to 100% non-condensing humidity <u>Tropos mesh routers</u> • Maximum weight of 16 lbs, • Maximum dimensions 13.0 in x 8.0 in x 5.3 in without mounting brackets or antennas	FR

	• input power consumption of 18W. • operating temperature range of -40°C to 55°C, • an IP67 weather rating, can survive winds in excess of 165 mph, • exhibit wind loading of <300 Newtons at 165 mph, • ASTM B117 salt fog rust resistance compliant • shock and vibration resistant per ETSI 300-19-2-4 spec T41.E class 4M3. • Mesh router shall be mounted at a height of 20 to 30 feet.	

FAN Controller/Collector – Functions

6.1.2.3 Supplier shall provide FAN Controller/Collector that meets the following requirements:

<table>
<tr><td>6.1.2.3.1</td><td>Shall support prioritized message processing as follows:
Ad-hoc Request Priorities
<table><tr><th>Task</th><th>Priority</th></tr><tr><td>Load Control Broadcasts</td><td>1</td></tr><tr><td>Power Status Check</td><td>2</td></tr><tr><td>Connect/Disconnect request</td><td>3</td></tr><tr><td>On Demand Read</td><td>4</td></tr><tr><td>IHD Messaging (unique message with guaranteed delivery to one device. Other IHD messages can be broadcast)</td><td>5</td></tr></table>Load control broadcasts shall take priority over all other system functions and would interrupt LAN or WAN operations for up to 10 seconds, after which they would resume scheduled operations.
If there is an ongoing FAN Collector session, the system shall wait for the completion of that session prior to sending the next request.

Tropos GridCom network shall support traffic prioritization (QoS) in both the uplink and downlink.</td><td>FR</td></tr>
<tr><td>6.1.2.3.2</td><td>Shall support a secure, routable, utility extensible message format.</td><td>FR</td></tr>
</table>

6.1.2.3.3	Shall permit remote: 1. Status report (up/down) 2. Diagnostics 3. Link status report 4. Communications event log retrieval 5. Reporting of results of FAN connectivity and strength to the HES	FR

6.1.3 Head-End System

6.1.3.1 Head-End System – General

Supplier shall provide Head-End System that meets the following requirements:

6.1.3.1.1	Shall be capable of processing requests from the MDMS for 500 (or 1% of the AMI meter population) on-demand requests per day for refresh of meter interval data (not including the pre-scheduled meter data collection schedules).	PR
6.1.3.1.2	Shall be capable of performing data flow control after a communication or power outage to prevent resources from being overloaded.	FR
6.1.3.1.3	Shall be capable of supporting message priority for the following: 1) High priority – immediate need (e.g. on-demand meter read) 2) Medium priority – standard operational need (e.g. scheduled meter read) 3) Low priority – system information collection (e.g. error log collection)	

6.1.3.2 Head End System – Functions

Supplier shall provide Head-End System that meets the following requirements:

6.1.3.2.1	All messages received by the HES including all meter and non-meter reads shall be time stamped upon receipt by the HES.	FR
6.1.3.2.2	Validate the internal clock time for meters, distribution devices and all other field communications components at least once per day and synchronize with system time if the difference exceeds a configurable tolerance. Log reported resynch events.	FR
6.1.3.2.3	Log an event message for each meter if the daily time validation detects meter time that is greater than 120 seconds out of synch with system time source.	PR

6.1.4 AMI Solution Function

6.1.4.1 Field Tools and Meter Installation

Supplier shall provide Field Tools and Meter Installation that meet the following requirements:

6.1.4.1.1	Field tool(s) to be procured include five (5) sets of EA Inspector which can be used for both Energy Axis electric meters and water meters.	FR
6.1.4.1.2	Provide Meter Installation Services using Utility Partner of America (UPA) as a subcontractor as follows: Asset Management: UPA's inventory manager will receive inbound inventory. Any shortages or damages will be noted on the Bill of Lading "BOL" at the time of receipt. Once the product is received, the inventory manager will scan the barcodes positioned on the outside of the product cases using a Symbol or a Motorola hand-held computer. Inventory information collected in the hand-held computer will be downloaded to an inventory database. UPA's inventory manager will pick, stage and distribute inventory to the installation technicians daily in accordance with their assigned work orders. UPA's installation technicians will sign for the inventory they receive. At the end of their shift, the installation technicians will count uninstalled inventory with the inventory manager. Inventory retrieved from the field will be palletized or stored in large storage bins. The inventory recorded in the inventory database will be reconciled against the completed work order file on a periodic basis. Inventory will be physically counted monthly. Inventory reports will be made available on a periodic basis. Scheduling: UPA's data management department utilizes meter reading schedules and established meter reading routes to select and sequence areas of saturation. UPA's data management department utilizes intelligent routing software when established meter reading routes are not available. UPA will offer the route release schedule to the Utility so it can be used to schedule the distribution of the customer communication plan. Once the route release schedule is established; UPA's data management department will develop a complimentary production schedule that will be used to compare actual performance to planned performance.	FR

	Work Order Management System: UPA will utilize its Microsoft Windows based work order management system titled Data Acquisition System "DAS" to manage work orders. UPA utilizes rugged Motorola hand held technology to collect pertinent meter information, capture pre-installation and post-installation photographs and collect GPS coordinates. Hours of Operation: UPA plans to work between the hours of 8:00AM and 5:00PM Monday through Friday excluding the Utility's holidays. UPA requests the right to work non-traditional business hours and on Saturdays in order to accommodate customers who require an appointment and to compensate for unforeseen production delays. Meter Access Strategy: UPA will make as many as three physical attempts, three written attempts (if additional door hangers are provided by the Utility) and three phone call attempts in an effort to perform the installation or schedule an installation appointment. UPA will document the date stamp and the time stamp associated with each attempt. UPA will make attempts after traditional business hours and on Saturdays in an effort to make contact with the customer. If UPA is unable to gain access to the meter or schedule an installation appointment after it has completed the aforementioned process it will designate the work order as a Set-Aside account and will return the work order to the Utility for processing. UPA assumes that Set-Aside accounts will account for no more than 1.5% of the work order population. Customer Interaction: If UPA is able to make contact with the customer; UPA will greet the customer, announce their purpose, inform the customer that they will experience a brief interruption in service while the service work is performed and recommend that the customer turn off any electronic devices and/or appliances that may be impacted by a disruption in service. If the customer does not object and indicates that they have turned off their electronic devices and/or appliances UPA will assume it is free to proceed. If UPA is unable to make contact with the customer but it is able to gain access to the meter; UPA will assume it is free to proceed as long as it appears that the customer's service is not currently in use.	

	Call Center: UPA will designate a toll-free number to the AMI installation project. The toll free number will be published on all customer communication material. Customers who require an installation appointment can contact UPA's call center to schedule an installation appointment. UPA's call center is staffed with operators 24/7/365 and supports customers speaking as many as 150 languages and dialects. UPA's call center schedules installation appointments with a one-hour window of precision and will schedule a specific appointment if a specific appointment is necessary. UPA's call center provides courtesy calls 24 hours prior to scheduled.installation appointments to remind customers of their forthcoming appointments when time permits. UPA's call center will coordinate with the Utility's customer service departments. UPA's call center software allows UPA to administer soft handoffs both to and from the Utility's customer service departments. If a customer contacts UPA's call center regarding an issue unrelated to the AMI installation project; UPA's call center operator will transfer the call and remain on the line until a member of the Utility's customer service staff has accepted the call, is introduced to the customer and is made aware of the issue. Performance Reports: UPA utilizes its work order management system and its call center software to capture and store pertinent records. UPA's work order management system records the data stamps and time stamps associated with the opening and closing of each work order and UPA's call center records and stores all inbound and outbound telephone calls. UPA tracks a variety of performance metrics both in the field and in the office. UPA offers its customers a robust menu of standard performance and call center reports such as The Production Report, The Route Saturation Report, The Can't Complete Report, The Set-Aside Report, The Quality Audit Report, The Appointment Summary Report, The Field Incidents Report, The Customer Complaints/Claims Report, and the Call Center Performance Report. Claims Process: UPA has a formal customer claims process which is administered by UPA's call center. Customers who contact the call center with a complaint or a claim will receive a call from a member of the project management staff within one hour of notification. Emergencies are responded to within 15 minutes of notification. All claims are investigated within 72 hours and resolved within 14 days of notification. Resolutions are documented and will be made available to the Utility via The Customer Complaints/Claims Report.	

UPA's Process for Safely Replacing a Residential Single-Phase Self Contained Meters.:

1. The technician will safely park the work vehicle.
2. The technician will exit the work vehicle and approach the customer's door.
3. The technician will knock on the customer's door. If no answer the technician will proceed to step 5.
4. The technician will greet the customer, inform the customer who they are, who they represent and why they are there. The technician will inform the customer that the exchange procedure will only take a few minutes and will recommend that the customer turn off all electronics that may be interrupted while the service order is performed. The technician will wait for the customer's verbal response that they have turned off all electronics before proceeding.
5. The technician will verify the meter seal color and the work order information.
6. The technician will take a pre-installation photograph.
7. The technician will capture the required meter information.
8. The technician will enter comments if necessary.
9. The technician will put on all personal protective equipment (PPE).
10. The technician will examine the work environment for signs of danger, theft or irregularity. If danger, theft or irregularity is recognized the technician will contact a supervisor for direction.
11. The technician will remove the meter seal if applicable.
12. The technician will remove the meter door slowly.
13. The technician will examine the inside of the meter box for danger, theft or irregularity.
14. The technician will take a voltage reading, first reading across both phases and then each phase to ground individually.
15. If there is a bypass or a main breaker present at the meter the technician will operate the bypass or main breaker before removing the meter.
16. The technician will place both gloved hands on the meter. One hand will be placed on the bottom of the meter and will be used to steady the meter. The other hand will be placed on the top of the meter. The top hand will be used to unseat the meter by applying slow and steady downward force until the meter is released from the top meter jaws and rocks back into the bottom hand. The technician will then pull the meter away from the meter box removing it from the bottom meter jaws.
17. The technician will examine the inside of the meter can for danger or irregularity. The technician will examine wiring, connections, lugs, blade receivers and the meter block.

	18. If the meter can, block and contents appear to be in good condition, the technician will approach the meter can with the new meter. 19. The technician will place the meter in the front of the meter can slowly. The technician will look around the side of the meter in an effort to properly align the bottom two blades of the meter with the blade receivers. The technician will apply even pressure until the bottom two blades are inserted into the blade receivers. Once the bottom blades are in place the technician will apply even pressure both inward and upward until the two top blades are secure. 20. The technician will test the meter for operability. 21. If the meter is operable, the technician will install a new tamper seal using the proper utility selected color. 22. The technician will program the meter if applicable. 23. The technician will take a post-installation photograph if applicable. 24. The technician will remove PPE and survey the work area for any debris that may have been dropped during the procedure. 25. The technician will remove the old meter or meter material from the premise. 26. The technician will return to the work vehicle and prepare to repeat the process. UPA's process for safely installing other forms and classes of meters will be provided upon request. UPA's Process for Safely Replacing a Residential Water Meter or Water Meter Module. 1. The technician will safely park the work vehicle. 2. The technician will exit the work vehicle and approach the customer's door. 3. The technician will knock on the customer's door. If no answer the technician will proceed to step 5. 4. The technician will greet the customer, inform the customer who they are, who they represent and why they are there. The technician will inform the customer that the exchange procedure will only take a few minutes and will recommend that the customer turn off all appliances that may be interrupted while the service order is performed. The technician will wait for the customer's verbal response that they have turned off all appliances before proceeding. 5. The technician will open the meter pit. 6. The technician will remove excess pit debris and verify the meter number. 7. The technician will take a pre-installation photograph. 8. The technician will capture the required meter information.	

	9. The technician will enter comments if necessary. 10. The technician will put on all personal protective equipment (PPE). 11. The technician will examine the work environment for signs of danger, theft or abnormal conditions (e.g. leaks or corroded pipes). If danger, theft or abnormal conditions are recognized the technician will contact a supervisor for direction. 12. If changing a water meter module, the technician will complete the water meter module installation and proceed to step 20. 13. The technician will observe the meter register to determine if meter is clocking. 14. If meter is clocking and no one answered the customer door, the technician will can't complete the work order and notate the condition in the work order management system. 15. If the curb stop is found in the on position, the technician will turn the curb stop to the off position. 16. The technician will replace the existing meter and washers with the new meter and new washers and install the new water meter module. 17. The technician will turn the curb stop back to the on position. 18. The technician will examine the meter assembly for leaks. 19. The technician will proceed to the nearest spigot. 20. The technician will open the spigot and allow meter dial to run for one full revolution (10 gallons) to allow air and debris to clear out of water line. 21. The technician will program the meter if applicable. 22. The technician will take a post-installation photograph if applicable. 23. The technician will remove PPE and survey the work area for any debris that may have been dropped during the procedure. 24. The technician will remove the old meter or meter material from the premise. 25. The technician will return to the work vehicle Route Saturation: UPA understands that saturating routes is necessary to assure billing continuity, orderly management of meter reader daily activities during the deployment as well as orderly transition of meter readers to other positions. UPA will not perform meter installations during the blackout period.	

	UPA's data management team will open a limited number of routes in order to provide the project management team with a sufficient number of work orders. New routes will not be released until open routes are substantially saturated. UPA tracks route saturation daily and offers The Route Saturation Report as part of its standard menu of performance reports. Meter Installation Data Recovery: UPA will produce an electronic data record using its work order management system with each meter installation attempt, whether failed or successful. The data provided from successful installations will include but not be limited to: • The installation status • Existing meter number • The register value of the existing meter • The new meter number • The meter seal number of the new seal • Tamper status • Date and time of installation UPA will use its work order management system to record and transfer records of safety incidents, infrastructure conditions and customer incidents to the Utility. Any customer incident resulting in a customer complaint or a customer claim will also be reported to the Utility via The Customer Claims Report. Ancillary Data Collection: UPA will provide the following ancillary data: • A picture of the existing installed meter along with a picture of the new installed meter/module. • GPS coordinates of each electric and water meter. The price associated with the pre-installation and post installation photograph and the GPS coordinate collection is inclusive of UPA's installation prices.	

	Quality Assurance: UPA will quality audit 100% of the exchange or retrofit work performed by employees during the first ten days of work and 5% thereafter. If an employee produces an error rate of equal to or greater than 1%, the employee will be retrained. If an employee produces an error rate of equal to or greater than 1% after being retrained, the employee will be dismissed. UPA will quality audit 100% of all photographs taken in the field in an effort to verify the reading captured by UPA's installation technicians for no less than the first three months of the AMI installation project. After three months, UPA will quality audit photographs taken in the field on an as needed basis. Utility Partners of America (UPA) guarantees an error rate of less than 1% and warrants that all work related to the installation of meter products substantially conforms to the manufacturer's recommendations for installation and follows industry standards and quality guidelines. For a period of two (2) year from the date of substantial completion of the installation; UPA will repair or re-install the meter products or modules, in the event the installation is shown to have been inconsistent with industry standards. UPA will provide The Quality Audit Report to the Utility weekly. The Quality Audit Report will display the number of meters and that were inspected within each route and the results of the inspections. Disposal Services: UPA will dispose of new meter packaging and old meters properly and responsibly. SVP will review and approve UPA's disposal process and procedures. UPA will implement adjustments to meter disposal process as requested by SVP and mutually agreed to by UPA.	
6.1.4.1.3	All meters to be tested and traceable to NIST standards for accuracy specification. All supplier based Alpha based meters (A3 meter Gatekeeper and A3 meter with EA_NIC) shall be calibrated to +/-0.2% accuracy. REX2 meters with EA_NIC are calibrated to +/-0.5% accuracy. Elster's test stations shalle utilize calibration and test equipment from Watthour Engineering Company (WECO). Each station shall contain 1 or 3 Radian Research watthour standards which are the basis for the meter's calibration. Single phase calibration stations shall contain 1 standard, and polyphase stations contain 3 standards.	FR

Each calibration station's Radian standards shall be checked every 5 days, using a portable Calibration Cart which contains 3 Radian watthour standards. These calibration checks shall be logged into the manufacturing database. When a Meter is to be calibrated on the station, the manufacturing software shall check the database to see that the station has been checked within the last 5 days. If the 5-day check has not been performed, the station shall be automatically locked out until the station check is done.

The 3 Radian standards in the Calibration Cart shall be sent back to their manufacturer, Radian Research Incorporated, once a year to be re-calibrated on the manufacturer's equipment, which in turn shall be traceable to NIST. For each calibration, Radian Research shall issue a calibration report, which shows the date of calibration, the next due date, and the amount of error at each test point. This report also certifies that the equipment used to calibrate the standard shall be traceable to NIST.

Supplier shall execute the following calibration methodology:

1	Meter barcode scanned retrieve meter's test parameters and configuration from master database.
2	Power up meter check
3	Check for presence of voltage link, as applicable.
4	Install battery, if required.
5	Download test data set into meter.
6	Load applicable DSP code & data into meter.
7	Test any installed communications option (RS232, RS485, etc), if applicable
8	Push-button test (Reset, ATL Mode, and Test). Verify the effect of each in the meter.
9	Battery check, if applicable.
10	Test relays, if applicable
11	Record initial as-found calibration readings with reference to Radian watthour standard.
12	Adjust meter calibration via optical port.

	13 Take final as-left calibration readings with reference to Radian watthour standard. 14 Download customer program into meter, if required. 15 Check meter's self-test status and operation. 16 If meter passed all tests, post its data to archive database and identify it as passed and calibrated. If it failed, post data in failure database and reject meter.	
6.1.4.1.4	Meter shall be preprogrammed with default SVP configuration prior to shipment from the manufacturer.	FR
6.1.4.1.5	Meter shall be physically assigned a utility meter number (before it arrives at utility) which identifies manufacturer, meter form, voltage, communications type, etc.	FR
6.1.4.1.6	Individual meters shall be identifiable within shipping containers and packaging (can be RFID - Radio Frequency ID tag or bar code). Meter identification mechanism shall require minimal manual interaction, and should be usable by various users (warehouse tech, meter shop tech, meter installer).	FR
6.1.4.1.7	Meter packing labels shall include class, voltage, wire, cycles, test amps, KW, catalog number, Purchase Order number and release, quantity, meter form, born-on date, lot number, utility meter numbers in box, manufacturer serial number.	FR
6.1.4.1.8	Upon completion of proper authorization by the meter of a Field Tool, meter shall be able to identify itself to Field Tool and provide access to its data and configuration settings at installation time, and later in support of ongoing operations & maintenance activities. The Field Tool is used for diagnostic, troubleshooting, and providing additional insights into the LAN network operation and performance.	FR
6.1.4.1.9	Meter shall communicate locally to a Field Tool independently of the normal AMI communications mechanism.	FR
6.1.4.1.10	Meter shall support local download to the EA InspectorField Tool of all meter and communications data and logs stored in meter memory through both wireless and optical port communications. The EA_Inspector Field Tool shall communicate with the AMI meters via wireless radio frequency. Communication with the meters via the optical port shall also be available using Supplier provided Metercat software that can be installed on standard laptop computer.	FR
6.1.4.1.11	Meter shall support local download to a Field Tool of all meter and communications data and logs stored in meter memory within one (1) minute or less.	PR

6.1.4.1.12	Field Tool shall check security/authentication for local meter data download attempts to ensure downloads can only be executed by authorized utility or third party personnel. Includes secure local download of all meter and communications data and logs stored in meter memory (e.g. register read, demand, interval data, logs, voltage, PF, etc.).	FR
6.1.4.1.13	This requirement is deleted.	FR
6.1.4.1.14	Meters and distribution devices shall log source of request for data download attempts from both Field Tool and FAN Controller/Collector. If the number of invalid communication attempts exceeds a user-defined threshold, the meter sets an invalid access warning flag. In addition to ensuring that the meter data is protected and that programming cannot be altered without proper authorization, the encryption key is used to encrypt data transmitted over the radio link.	FR
6.1.4.1.15	Installation Field Tool shall provide work order functionality to allow for investigation, resolution, and initiation (for as-found problems identified in field) of trouble reports.	FR
6.1.4.1.16	Field Tool shall test the AMI communications interface on the meter. The EA_Inspector field tool can be used to validate RF communication by "pinging" a specific AMI meter to find all registered devices within its range.	FR
6.1.4.1.17	This requirement is deleted.	FR
6.1.4.1.18	The EA_Inspector shall be a multi-function field tool. The field tool shall support the following functions: • Locating registered nodes • Identifying unregistered nodes • Pinging specific node • Controlling service disconnect switch • Controlling the broadcast for 900 MHz in-home display.	FR
6.1.4.1.19	This requirement is deleted.	FR
6.1.4.1.20	This requirement is deleted.	FR
6.1.4.1.21	As meters self-register, the the EA_MS places the meter into an installed group. The meter shall then be added to the appropriate read schedule after the installation order is completed, through EA_MS.	FR
6.1.4.1.22	This requirement is deleted.	FR

6.1.4.1.23	EA_Inspector Field Tool shall be capable of data collection and RF communication diagnostic from supplied Elster meters and other supported AMI devices. The Field Tool shall wirelessly communicates to AMI devices collecting register data for verification. Metercat software, installed on a standard laptop computer, shall be able to access and retrieve locally meter configuration information (i.e. channel multipliers, meter multipliers, unit of measure per channel, other basic meter info, etc.).	FR
6.1.4.1.24	This requirement is deleted.	FR
6.1.4.1.25	UPA's Field Tool shall accept old meter ID. UPA shall utilize its Microsoft Windows based work order management system titled Data Acquisition System "DAS" to manage work orders. UPA shall utilize rugged hand-held technology to collect pertinent meter information, capture pre-installation and post-installation photographs and collect GPS coordinates. UPA shall synchronize its hand held technology daily, quality audit the data it collected in the field and investigate data exceptions prior to returning completed work order files to the utility. UPA will return completed work order files to the utility daily.	FR
6.1.4.1.26	UPA's Field Tool shall accept old meter final reading. UPA shall utilize its Microsoft Windows based work order management system titled Data Acquisition System "DAS" to manage work orders. UPA shall utilize rugged hand-held technology to collect pertinent meter information, capture pre-installation and post-installation photographs and collect GPS coordinates. UPA shall synchronize its hand held technology daily, quality audit the data it collected in the field and investigate data exceptions prior to returning completed work order files to the utility. UPA shall return completed work order files to the utility daily.	FR
6.1.4.1.27	By default, meter disconnect switch shall be in the "closed"/connected position upon installation.	FR
6.1.4.1.28	Upon installation, the meter shall recognize it is in the wrong socket (configuration, i.e. number of clips) and alarm this condition. The REX2 meter when installed in the correct socket type, shall energize and begin its registration. If the meter is installed such that the reversed energy is flowing, the meter shall alarm this condition. The A3 meter shall support service voltage test for detecting the proper wiring condition. When incorrect wiring condition is detected, the A3 meter shall alarm this condition.	FR

6.1.4.1.29	Upon installation, meter shall self-register on the HES via the Field Area Network (FAN). Self-registration data shall include: 1. New meter ID 2. New meter installation read 3. Communications address 4. Meter log information 5. Removed meter ID 6. Removed meter read 7. Security credentials 8. Customer devices present within HAN (may not use this information until customer enrolls) 9. Current program identification	FR
6.1.4.1.30	If not self-registered on install, meter shall self-register on the HES the first time that communication is established. Pre-condition: meter must be supplied a unique identifier before the meter can authenticate.	FR
6.1.4.1.31	In the case of self-registration failure, meter shall be able to automatically reattempt self-registration after a configurable period of time.	FR
6.1.4.1.32	Upon installation, meter shall perform a self diagnostic and detect and log all failures. SVP defined critical failures shall be reported to the HES immediately (including, at a minimum, check sum error, meter failure from firmware upgrade, metrology failure, program or memory failure, and time synch failure).	FR
6.1.4.1.33	Upon installation, meter shall be able to communicate the following to Field Tool: 1. Meter health check/diagnostic results 2. Communications network check results	FR
6.1.4.1.34	Meter shall complete installation self-registration and self-diagnostic processes in less than two minutes combined. This is driven by the fact that total meter installation time shall be less than 15 minutes.	PR

6.1.4.2 Meter Integration/Network Management

Supplier shall provide Meter Integration/Network Management that meet the following requirements:

6.1.4.2.1	Describe network management system and operation for all managed devices in the network including device management, device status and event notification.	FR

6.1.4.2.2	The AMI system shall provide a network management system operator interfaces and displays that meets the following requirements: The EnergyAxis Management System (EA_MS) shall manage and monitor the utility's Smart Grid communications and network elements and devices used for data acquisition for AMI, Distribution Automation (DA) and Demand Response (DR) applications. It shall be designed to scale to meet the utility's growing needs and shall provide network monitoring, control, and reporting capabilities. The EA_MS shall use industry standard protocols facilitating interoperability and business intelligence with the utility's IT infrastructure. The EA_MS shall be based on the ITU-T TMN Model with five layers of management as follows: 1. Network Element Management – Unites and concentrates distributed devices (AMI, DA and HAN) to be managed in a unified way using one management system. The EnergyAxis gatekeepers shall have distributed intelligence and create and manage sub-networks of devices. 2. Element Management – Provides continuous discovery for OSI Layers 2 and 3, device monitoring and management, network health monitoring, version control, remote firmware upgrades, device interoperability, integrated installation, configuration and provisioning to allow seamless management of network elements. 3. Network Management – Enables the activities, procedures, and tools to monitor the network, perform corrective actions, and assign and upgrade resources. Assignment of resources shall include the ability of the EA_MS to reserve some communication resources for high priority messaging such as inbound outage notifications while allowing other communication ports to be dynamically assigned for schedule reads based on changing data requirements. 4. Service Management – Provides timely and accurate reporting of network element device data including status, events and alarms such as for outage detection. Enables the management of data collection for billing data, time-of-use, voltage monitoring, PQM and more. It shall provide management for connect/disconnect, load control, distribution automation, in-home control and messaging. 5. Business Management – The EA_MS shall provide industry standard SOA API interfaces to the utility's business systems.	FR

	Within the overall structure of the utility, the EA_MS shall reside behind the corporate firewall and shall be connected to the enterprise bus. This shall allow the data from the EA_MS to flow to other enterprise applications as needed. The EA_MS users shall be able to access the system remotely with standard Internet browsers such as Microsoft Internet Explorer 6.0 using an Intranet, Extranet, Internet, or remote LAN connections. If a corporate Internet web gateway exists, the Web interface shall be able to be linked to it, providing worldwide web access for all of the EA_MS functions. HTML and Adobe Flex allow the operator applications to be platform independent. The EA_MS security features shall allow only authorized users to access to the system. Role-based access shall be assigned by the System Administrator to restrict access for specific functions. For example, a CIS operator user shall be authorized to view meter data or to request a meter reading, but can be restricted from changing any meter parameters. The dashboard shall be central to managing the network. It shall provide the utility immediate access to vital network operations information and is designed for ease of use with drill-down links and fly-over pop-ups that allows the user to view source data. The dashboard shall be flexible to meet the needs of the utility and shall be configurable per role-based user groups. Users with different permissions shall have access to different screens and functionality. In addition, each user shall be able to modify the windows on the dashboard to accommodate their job requirements and preferences. Within the EA_MS dashboard there shall be pods. Each pod shall serve a specific purpose and contains information related to a single area of system operation. Current pods shall include: Schedule Metrics, System LAN Metrics, WAN Metrics, and GIS Mapping. The system shall accommodate additional Pods addressing different network characteristics that are planned in future system releases. **Schedule Metrics** – Schedules in EnergyAxis define what data needs to be collected, from what devices and how frequently. Most utilities have several schedules. The EA_MS shall monitor all schedules and allows the user to find information about active, inactive and terminated schedules. **System LAN Metrics** – The System LAN metrics pod shall provide summary level information on the system-wide performance of the EnergyAxis mesh network. In this view, the user shall be able to view a summary of the total number of devices throughout the system summarized by hop level. **WAN Metrics** – The WAN metrics pod and the associated detail view shall provide the utility with all of the information needed to efficiently manage the wide area network communications of the EnergyAxis system.	

	GIS Mapping Metrics – The GIS Mapping pod shall provide network system operators important network management details shown geo-spatially. The geographic view helps manage and troubleshoot the wireless mesh network. It shall show outage, restorations and other events as they occur. The Tropos GridCom network proposed for the backbone/WAN shall include a comprehensive and scalable management system platform, Tropos Control. Tropos Control shall provide a web-based interface that: • Supplies a high-level view of every aspect of network performance and highlights potential areas for optimization • Automatically tracks key network, mesh, and backhaul performance thresholds to provide managers with clear notification of optimization opportunities • Offers access to detailed per-router performance data • Provides granular detail on client link and connection history, providing current and historical context for performance optimization • Provides insight into performance levels from client devices • Fully integrated with Google Maps to support creation of network maps with multiple zoom levels and terrain views. • Provides status updates, layout, mesh links, and performance data can all be accessed directly from the map • Offers a complete, unified network view to provide visibility into an entire network of interdependent mesh routers • Provides comprehensive alarm and event monitoring tools and root cause diagnostics Provides performance measurement tools to track network usage, overall capacity, and the correlated impact on client, mesh and backhaul performance	
6.1.4.2.3	Network shall provide a secure pairing process for new devices connecting to network. A "marriage" file shall be created during the manufacturing process that shall bond the meter serial number with the MeterID (Utilty ID plus LAN ID). This file shall then be imported into EA_MS and deployed meters are managed using this file.	FR

	An unknown device unless provisioned through a marriage file or manual entry shall not pose a security threat. Devices not provisioned appropriately shall not register or have access to the network. Any devices installed in the system without appropriate provisioning shall appear in a separate report in the EA_MS. The Tropos GridCom communications system used in the backbone/WAN shall provide guest access though the configuration of one or more guest VLANs.	
6.1.4.2.4	This requirement is deleted. It is a duplicate of 6.1.4.2.3 above.	FR
6.1.4.2.5	The EA_MS shall provide extensive reporting to assist in system operation and maintenance reports at least once a day, as well as on-demand that contain key diagnostics and statistics from all AMI meters, devices, and field communication network elements. These reports shall include the following: • Network management pods – Please refer to the response to question 6.1.4.2.2 for description of each pod. • System dashboard – provides a log of each user's activities as well as key alarms and statuses. • System operation reports – provide information on meter types and configurations, TOU schedules, data sets, association between meters and gatekeepers, meter's LAN performance statistics, etc. • Schedule operation reports – provide information on schedule execution list, performance statistics, retries, etc. • Home Area Network reports – provide information on HAN listings, HAN configurations, device commissioning statuses, event listings, messaging, etc.	FR
6.1.4.2.6	HES should be modular to permit change of network communications technology.	FR

<table>
<tr>
<td>6.1.4.2.7</td>
<td>A gatekeeper shall typically support approximately 750 (620 single-phase and 130 polyphase) electric and 350 water meters. Individual gatekeeper shall support more or less than this estimate due to physical location and meter density. The ratio of meter to gatekeeper shall be easily improved by deploying additional gatekeeper where needed.

The projected amount of estimated data that may be provided is listed below on a per gatekeeper basis.
<table>
<tr><th>Type of Data</th><th>Bytes per gatekeeper</th></tr>
<tr><td>Register data (electric + water)</td><td>145,703</td></tr>
<tr><td>LP data - single-phase meter (1 channels 15-min)</td><td>159,712</td></tr>
<tr><td>LP data - polyphase meter (2 channels 15-min)</td><td>67,102</td></tr>
<tr><td>LP data - water (1 channel 60-min)</td><td>12,212</td></tr>
<tr><td>Total Daily</td><td>384,729</td></tr>
<tr><td>Total Monthly</td><td>11,541,871</td></tr>
<tr><td>Total Annually</td><td>138,502,454</td></tr>
</table>
</td>
<td>FR</td>
</tr>
<tr>
<td>6.1.4.2.8</td>
<td>Responder shall implements methods used to ensure accuracy of transmitted meter readings including data integrity and security. These methods are described as follows:

The EnergyAxis 900 MHz local area network (LAN) uses a frequency hopping spread spectrum (FHSS) radio. FHSS systems are typically used in unlicensed frequency bands where multiple radio systems may co-exist. FHSS systems are also used in critical applications where security is vital (such as military communications) because they enhance the security of radio transmissions. The inherent enhancement of security in FHSS systems is due to the pseudo-random nature of the radio communications. The EnergyAxis System transmits each packet of data on one of 25 available channels. The next data packet is transmitted on another channel in a pseudo-random channel selection process that provides immunity to eavesdropping and interception.</td>
<td>FR</td>
</tr>
</table>

	In addition to the security provided by the FHSS radio in the end devices, additional security is provided through the use of 128-bit AES encryption utilizing unique keys for each end device. As part of the EnergyAxis System, the devices can be configured to only respond to data requests (reads or writes) if the command is properly encrypted. If the request is not properly encrypted, the meter will not acknowledge the request as valid (NAK). The meter will not comply with the request and the NAK is identified as an invalid radio access attempt. This combination of an FHSS system and 128-bit AES encryption prevents direct tampering. EnergyAxis System shall provide an easily manageable key infrastructure to allow SVP to manage the security key updates as needed, providing unique keys for every device across the LAN and reducing the complexity of key management. Without the possibility of direct tampering, an adversary may attempt indirect methods of tampering such as packet replay attacks. In a packet replay attack, an adversary stores a radio transmission and replays the transmission at a later time. For example, an adversary might attempt to store load control or pricing commands to replay at a later time. EnergyAxis devices shall have anti-replay mechanisms that use date/time stamps in each radio transmission to prevent messages from being stored and replayed at a later time. In addition to the security techniques to prevent unauthorized access, EnergyAxis devices have status information to identify attempts to breach the device (meter, AGInode, etc). The security status information shall include: • Count of the number of invalid optical port access attempts (access attempts with an invalid password) • Count of the number of invalid radio access attempts (access attempts with an invalid encryption key) • Access warning status flag if either the optical port or radio invalid access attempt counts exceed a configurable threshold. The meter can be configured to immediately transmit an exception message when this status flag is set. • A status flag to indicate a table write. The meter can be configured to immediately transmit an exception message when this status flag is set. • The date and time of the last table write. • A tilt warning if the meter is removed from the installation site.	

	In extremely sensitive security situations, the devices shall be capable of being put in a locked mode, where writes to any configuration table are electronically denied. When in the locked mode, EnergyAxis devices can only be unlocked if the device seal is broken (i.e. the physical packaging such as the meter cover is removed) and an Elster specific hardware/software technique is used to unlock the device. The Tropos GridCom communications system used for the backbone/WAN shall facilitate secure transmission between meters and the AMI HES. The Tropos GridCom system shall provide security in five areas: 1. Network access control 2. Protection of shared assets from malicious wireless users 3. Protection of wireless clients from malicious wireless users 4. Secure end-to-end data traffic transmission 5. Secure network configuration, operation and management Tropos shall implements only security algorithms that have been industry-proven and verified and that have been shown to be appropriate for wireless IP broadband mesh networks. The techniques, protocols and algorithms that shall be used by Tropos, such as traffic filtering, WPA2, EAP, RADIUS, AES, HTTPS, and VPNs, shall have been employed for many years in a wide variety of Internet applications.	

6.1.4.3 Scheduled Reads

Supplier shall provide Scheduled Reads that meet the following requirements:

6.1.4.3.1	Solution shall support meter read schedules from MDMS including download of default meter schedule into meters and processing of meter reads by MDMS using scheduled polling.	FR
6.1.4.3.2	Meter read time shall be remotely set and meter shall store its own default read schedule. The EnergyAxis system shall implement a distributed intelligence system design in which meter read schedules are a system wide action. The meters shall continually measure and store energy and demand consumption. The Gatekeeper shall upload the meter's register reading (energy, demand, TOU, etc.) every four hours by default and the load profile data every 6 hours by default. Both of these values shall be changeable as per SVP's requirements. The EA_MS shall upload the meter data from each Gatekeeper at least once a day as defined by the read schedules.	FR
6.1.4.3.3	Receive and log the meter acknowledgement of successful default read schedule setup.	FR

6.1.4.3.4	HES shall support scheduled meter reads and provide performance metrics including the number of "meters not read".	PR
6.1.4.3.5	HES shall provide event notification when receipt of acknowledgement of a MDMS polled read request from meter takes longer than one (1) minute. The EA_MS shall provide the status of the user's or system's activities. When an activity takes longer than the SVP configureable maximum number of retries or the configurable read window, the activity shall be terminated and its status reported as failed.	PR
6.1.4.3.6	Meter shall send all read meter data according to its stored default read schedule (without being prompted by any external command or communication).	FR
6.1.4.3.7	HES will perform load balancing on the communications network resulting from scheduled meter reads, support meter read retries when communications fail, and provide clients with meter diagnostic information.	FR

6.1.4.4 On Demand Reads

Supplier shall provide On Demand Reads that meet the following requirements:

6.1.4.4.1	HES shall support a web service interface that specifically allows external systems to issue requests for On Demand Reads. Use of this interface requires that the interfacing system (MDM or other) develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering.	FR
6.1.4.4.2	Process response to requests for on-demand access to meter and log data.	FR
6.1.4.4.3	Optimize group on demand reads to minimize the impact on system performance. EnergyAxis shall be designed to manage network traffic and optimize system performance through a fixed hierarchy of message handling. Ad-hoc requests such as on-demand reads, connect/disconnect requests, power status checks and load control broadcasts shall have a higher priority at the head-end than scheduled collection reads in the utilization of available communication lines/communication sessions. For an ongoing Gatekeeper session, the system shall wait for the completion of that session prior to sending the next request.	FR
6.1.4.4.4	Retrieve logs on demand from meters and distribution devices and all FAN Controller/Collectors.	FR

6.1.4.4.5	EA_MS shall provide an acknowledgement message on the success status of an on-request command.	FR
6.1.4.4.6	Record the source, type, and ID of all distribution system device data.	FR
6.1.4.4.7	Identify distribution system devices that did not send requested data.	FR
6.1.4.4.8	Prioritize scheduled and unscheduled read data for recipients with time sensitive data requirements.	FR

6.1.4.5 Event Message/Management

Supplier shall provide Event Message/Management that meet the following requirements:

6.1.4.5.1	Meter shall receive, send, store, log, and process many types of event and informational messages including disconnect, reconnect, prepayment, meter read schedule, maintenance, demand response curtailment start/end, customer override, etc.	FR
6.1.4.5.2	Meter shall authenticate message/request sources (systems or devices) prior to processing or displaying such information.	FR
6.1.4.5.3	Meter shall reject and log messages/requests that are received from unauthorized systems or devices.	FR
6.1.4.5.4	This requirement is deleted. Refer to 6.1.2.3.1	FR
6.1.4.5.5	Meter shall send an acknowledgement of receipt of event and informational messages to the HES.	FR
6.1.4.5.6	HES shall support reporting of network events from the gatekeepers within a configurable length of time. Additionally, HES shall provide acknowledgement of control messages and return code associated with an operation within seconds depending on the AMI network topology and communication path depth.	PR
6.1.4.5.7	Meter shall log all messages sent to and received from the HES. Meter message logs shall include the following information at a minimum: message type, process status, system/device source, date/time received or sent (internal meter clock), event schedule (start and end) date/time (if applicable), hourly and/or time-of-use (TOU) price information (if applicable for the event type).	FR
6.1.4.5.8	HES shall send and receive various types of event messages (e.g. demand response, load control, disconnect/reconnect, prepayment, etc.) to and from all solution components (e.g. meters, distribution devices and FAN Controller/Collectors).	FR
6.1.4.5.9	HES shall allow scheduling of conflicting events by processing higher priority messages first.	FR
6.1.4.5.10	HES shall schedule event messages to be delivered to the meter, display device or control equipment to ensure the utility meets regulatory requirements (e.g. day ahead event by 3:00 p.m. of the previous day, day of event by 10 a.m. of day and real-time events on-demand).	FR

6.1.4.5.11	All event messages sent by the HES shall be acknowledged by the targeted device (FAN, meters, etc.). For synchronous requests, the target component will respond with the result of the request. For asynchronous requests, the target component will acknowledge receipt of request and will asynchronously notify HES of results.	FR
6.1.4.5.12	HES shall log all messages (event and informational) sent to and received from all solution components (meters, communications devices, etc.) with the message date/time, event/message type identifier, and source/target(s) identifier.	FR
6.1.4.5.13	In the event that an event message is not acknowledged (if expected), HES shall be able to automatically retry the operation. This frequency and timing of this functionality shall be configurable, dependent on the event message type and device target.	FR
6.1.4.5.14	HES shall provide a mechanism used to perform bulk operations with respect to connects, disconnects, and demand resets on a list (group) of network devices to minimize impacts. The HES shall support Smart Energy Profile (SEP) 1.0 functionality to broadcast messages to HAN devices based on rate class, geography, etc.	FR

6.1.4.6 Local Display Configuration

Supplier shall provide Local Display Configuration that meet the following requirements:

6.1.4.6.1	HES shall communicate alpha/numeric informational messages to the meter and/or other customer display devices.	FR
6.1.4.6.2	Remotely configurable to record the amount of gross and/or net energy consumed and generated (kWh) within the current bill cycle so that it can be displayed on a premises device and/or meter display.	FR

6.1.4.7 Testing and Diagnostics

Supplier shall provide Testing and Diagnostics that meet the following requirements:

6.1.4.7.1	Shall provide the capability to verify operational status of each electric elements based on periodic schedule or on-demand request.	FR
6.1.4.7.2	Remotely detect network communications problems including loss of redundant communications pathways, diminishing signal strength, repeated delays in acknowledgement, etc.	FR
6.1.4.7.3	Log the results of all remote testing and diagnostics activities and any automatic actions taken based on those results.	FR
6.1.4.7.4	Make the results of all received alerts and remote testing and diagnostic results available to the MDMS.	FR

6.1.4.7.5	Have configurable alert levels and notifications based on the severity of a problem detected and the number of endpoints affected.	FR
6.1.4.7.6	EA_MS shall collect extensive network performance statistics or diagnostics and makes the information available through reporting. The schedule for statistics collection shall be user configurable (i.e. be collected with the daily schedule reading).	FR
6.1.4.7.7	The meter self test shall be performed automatically under the below conditions. • after any power restoration • at midnight • immediately after a data–altering communication session The gatekeepers and AMI endpoints shall periodically perform a self test to determine if it is operating properly. The self test shall ensure that the meter is functioning properly and its displayed quantities are accurate. Any errors encountered shall be displayed on the LCD. The meter shall be configureable such that customer selected errors initiate an outbound alarm notification to the EA_MS.	FR
6.1.4.7.8	Support a remotely or locally initiated meter test for communications connection status.	FR
6.1.4.7.9	Support a remotely or locally initiated meter test for energized status.	FR
6.1.4.7.10	Support a remotely or locally initiated meter test for load side voltage.	FR
6.1.4.7.11	Support a remotely or locally initiated meter test for disconnect switch status.	FR
6.1.4.7.12	Support a remotely or locally initiated meter test for internal clock time accuracy.	FR
6.1.4.7.13	Initiate meter tests automatically based on a schedule stored within the meter, based on a schedule stored within the FAN Controller/Collector, or based upon the detection of certain events by the meter.	FR
6.1.4.7.14	Send non-energy usage messages and alarms to the HES that contain date/time from internal meter clock, message code/type, and meter identifier.	FR
6.1.4.7.15	Diagnose self-test results and determine if failures are critical or non-critical in order to assess what kind of notification should be provided (e.g. immediate, nightly, only upon request, etc.). Prioritize failures by safety/service versus other failure types.	FR
6.1.4.7.16	Test/check that meter is recording data correctly and consistently. Detect, log, and report program or memory failure. Detected failures shall be logged and generate an event report to the HES.	FR
6.1.4.7.17	Perform self check at least once per month and as often as once per day and results logged and reported in with next scheduled read.	PR
6.1.4.7.18	Send safety/service failure events within five (5) minutes of detection.	PR

6.1.4.7.19	Meter shall make diagnostic log information available either on-demand or upon next default scheduled meter read to HES via FAN.	FR

6.1.4.8 Software/Firmware Upgrades

Supplier shall provide Testing and Diagnostics that meet the following requirements:

6.1.4.8.1	Accept and install software/firmware upgrades provided from HES.	FR
6.1.4.8.2	Accept and install software/firmware upgrades provided locally from Field Tool.	FR
6.1.4.8.3	Continue normal operation while downloading software/firmware upgrades until instructed to change to the new version.	FR
6.1.4.8.4	Permit remotely or locally initiated reversion of software/firmware to a previous version.	FR
6.1.4.8.5	Automatically revert to a previous version of software/firmware if a critical failure is detected on start-up following upgrade; reversion shall not happen repeatedly.	FR
6.1.4.8.6	Current meter software/firmware version shall be remotely and locally readable.	FR
6.1.4.8.7	Configurable to retain stored register reads over a software/firmware upgrade.	FR
6.1.4.8.8	Configurable to reset stored register reads over a software/firmware upgrade.	FR
6.1.4.8.9	Retain all meter configuration settings, status, customer information, and event logs over a software/firmware upgrade.	FR
6.1.4.8.10	Designed with failsafe logic to avoid misoperation of the disconnect switch and load control/distributed generation during software/firmware upgrades. Firmware upgrade shall not cause remote connect/disconnect to operate or change current state.	FR
6.1.4.8.11	Log firmware download and upgrade attempts, failures, successes, reversions, etc. with timestamp.	FR
6.1.4.8.12	Coordinate software/firmware upgrade scheduling, including identifying which meters need to be upgraded.	FR
6.1.4.8.13	Compare pre-software/firmware upgrade meter data, meter status and connect/disconnect position pre-upgrade status with post-upgrade status to ensure that upgrades are successful.	FR

6.1.4.9 Remote Connect/Disconnect

Supplier shall provide Remote Connect/Disconnect that meet the following requirements:

6.1.4.9.1	Meter is to remain energized and continue to monitor and record consumption (i.e. zero consumption for each interval) when disconnect switch is in the open/disconnected position.	FR

6.1.4.9.2	HES shall support a web service interface that specifically allows external systems to issue requests for scheduled connect/disconnect. Use of this interface requires that the interfacing system (MDM or other) develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering.	FR
6.1.4.9.3	HES shall support a web service interface that specifically allows external systems to issue requests for on demand execution of connect/disconnect. Use of this interface requires that the interfacing system (MDM or other) develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering.	FR
6.1.4.9.4	This requirement is deleted.	FR
6.1.4.9.5	Detect duplicate service disconnect/reconnect events and ignore the duplicate events (e.g. meter is already on -- reconnect event accepted with no action taken).	FR
6.1.4.9.6	This requirement is deleted.	FR
6.1.4.9.7	Send a meter read and acknowledgement to HES upon a successfully completed or failed electric service disconnect/ reconnect event.	FR
6.1.4.9.8	Enable an SVP employee working on-site at the customer premises to be able to physically operate its service disconnect/reconnect switch at any time (24x7x365).	FR
6.1.4.9.9	Support an external authorization/authentication routine (i.e. by remote systems or field tool) to enable only active and eligible SVP employees to operate its service disconnect/reconnect switch on-site at the customer premises.	FR
6.1.4.9.10	This requirement is deleted.	FR
6.1.4.9.11	Enable remote disconnect/reconnect/limiting events to be sent and executed on demand.	FR
6.1.4.9.12	This requirement is deleted.	FR

6.1.4.9.13	Support sending notification messages to an in-home/business device informing customer of impending/scheduled disconnect or service limiting event (including date and time of scheduled event).	FR
6.1.4.9.14	This requirement is delcted. Refer to 6.1.2.3.1	FR

6.1.4.10 Sub-metering

Supplier shall provide Sub-metering that meet the following requirements:

6.1.4.10.1	HES shall be capable of supporting Sub-Metering for up to ten (10) Sub-Meters via grouping of meter reads. The group of sub-meters can be assigned to a same read schedule.	FR

6.1.4.11 Distributed Generation

Supplier shall provide Distributed Generation that meet the following requirements:

6.1.4.11.1	Able to re-program meter to support bi-directional or net metering. Reprogramming of the meters to support bi-directional or net metering shall be accomplished using Elster's MeterCat software.	FR
6.1.4.11.2	Capable of programming the meter for bi-directional or net energy metering and receive acknowledgement within one (1) minute of request. Reprogramming of the meters to support bi-directional or net metering shall be accomplished using Elster's MeterCat software.	PR

6.1.4.12 Distribution Metering, Grid Sensors and Controllers

Supplier shall provide Distribution Metering, Grid Sensors and Controllers that meet the following requirements:

6.1.4.12.1	Collect reads from distribution meters at least once per day.	PR
6.1.4.12.2	Request distribution meter reads on demand.	FR
6.1.4.12.3	Record the source, type, and ID of all distribution system devices including distribution meter, grid sensor and controller data.	FR
6.1.4.12.4	Identify distribution meters, grid sensors and controllers that did not send requested read data.	FR
6.1.4.12.5	Support all AMI scheduling, diagnostic, logging, reporting and prioritization functionality for distribution meters, grid sensors and controllers to the extent that the distribution devices support those functions.	FR
6.1.4.12.6	Accommodate self registering and non-self registering distribution meters, grid sensors and controllers.	FR

6.1.4.13 Outage Detection

Supplier shall provide Outage Detection that meet the following requirements:

6.1.4.13.1	All meters and distribution grid devices shall be able to communicate energized status (i.e. has voltage).	FR
6.1.4.13.2	Detect and communicate a power outage at the premises prior to communications loss (last gasp) by meters, and if supported by distribution devices.	FR
6.1.4.13.3	Monitor and log the duration of power outages of all meters and distribution devices associated with a FAN Controller/Collector for later statistical analysis.	FR

6.1.4.14 Tamper Detection

Supplier shall provide Tamper Detection that meet the following requirements:

6.1.4.14.1	Detect potential tampering events such as reverse energy, multiple outage counts, manual demand resets, etc. REX2 meter shall be configurable to detect vibrations during power failures indicating a tilt condition.	FR
6.1.4.14.2	For each tamper event, the meter shall, at a minimum, transmit and locally log the following information: 1. Event Timestamp 2. Tamper status (event type) 3. Meter/Device ID	FR
6.1.4.14.3	Communicate tamper events to the HES as soon as they occur (when possible). If the meter/device is unable to communicate at the time the tamper event is detected, meter/device shall store tamper events and transmit them when meter communications are re-established to HES or locally to Field Tool.	FR
6.1.4.14.4	Tamper events shall be sent with a higher priority than normal status messages.	FR
6.1.4.14.5	HES to collect and log all tamper detection events sent by meters (logged with event timestamp, tamper event type, and meter/device ID).	FR

6.1.4.15 Power Quality

Supplier shall provide Power Quality that meet the following requirements:

6.1.4.15.1	Record and report momentary power interruptions per IEEE 1159/IEC 61000-4-30 standards as follows. The REX2 and A3 ALPHA meters shall support outage notification through transmission of last gasp message when they detect a power outage. The REX2 meter shall record and report the following information which can be used to calculate outage indices: • Number of momentary outages • Number of sustained outages • Cumulative time of sustained outages The A3 ALPHA meter shall record and report the following information on power interruptions: • Outage start date and time • Outage stop date and time • Outage log indicating the cumulative outage time in minutes • Power outage count	FR

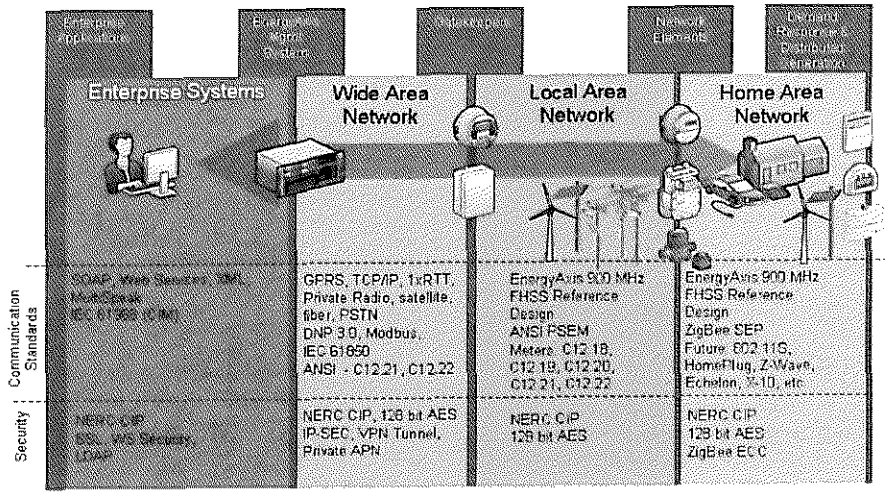
6.1.4.16 Secure Communications

Supplier shall provide Secure Communications that meet the following requirements:

6.1.4.16.1	Elster shall provide a comprehensive approach to security to ensure confidentiality, integrity, availability and auditability within the AMI network. This multi-prong approach shall include: • Access – Access enables utility personnel and outsiders to either use the system or breach the system. EnergyAxis shall control access to the network at the end devices, the Gatekeepers and the head-end. • Authentication – Authentication limits transmissions on the network to authorized devices and personnel only. EnergyAxis shall use sophisticated authentication techniques and enhance these techniques by utilizing unique keys for each device.	FR

- Encryption – Encryption prevents data from being read by unauthorized parties. EnergyAxis shall use NIST-approved encryption modes and algorithms including AES-128.
- Monitoring and Reporting – Monitoring and reporting provides the utility notification in the case of a security breach. EnergyAxis shall provide logging and reporting to allow early detection of any security issues.

The end-to-end system security is a modular design as shown in the following figure:



The Tropos GridCom system shall provide security in five areas:

1. Network access control
2. Protection of shared assets from malicious wireless users
3. Protection of wireless clients from malicious wireless users
4. Secure end-to-end data traffic transmission
5. Secure network configuration, operation and management

	The security elements in the Tropos GridCom system shall incorporate and extend industry best practices for securing wireless networks, resources and data. Tropos implements only security algorithms that have been industry-proven and verified and that have been shown to be appropriate for wireless IP broadband mesh networks. The techniques, protocols and algorithms used by Tropos, such as traffic filtering, WPA2, EAP, RADIUS, AES, HTTPS, and VPNs, shall have been employed for many years in a wide variety of Internet applications. Tropos GridCom shall combines Internet and wireless security techniques to offer a robust and multi-layered security framework.	
6.1.4.16.2	Authentication - Establish the validity of the originator of a transmission or message. Provide secure communication mechanism and configurable authentication capabilities to protect against Spoofing, Man in the Middle, replay attacks, etc. EnergyAxis shall provide comprehensive security measures throughout the network. Security features shall be built into the end devices, the Gatekeepers, the radio communications, and the network management system as described below: **Security in the Network Element Devices** The end devices (meters and distribution nodes and sensors) can be accessed locally via an optical port or remotely via the EnergyAxis 900 MHz radio system. Access to the devices via the optical port requires an optical port password. A valid password is necessary to read data from or write data to the meter. The optical port password is set per the customer's factory configuration and can only be changed by the utility using Elster's meter configuration software. It is recommended that the utility maintain a policy of disclosing passwords for meter access on an as-needed basis only. The EnergyAxis 900 MHz local area network (LAN) uses a frequency hopping spread spectrum (FHSS) radio. FHSS systems are typically used in unlicensed frequency bands where multiple radio systems may co-exist. FHSS systems are also used in critical applications where security is vital (such as military communications) because they enhance the security of radio transmissions. The inherent enhancement of security in FHSS systems is due to the pseudo-random nature of the radio communications. The EnergyAxis System transmits each packet of data on one of 25 available channels. The next data packet is transmitted on another channel in a pseudo-random channel selection process that provides immunity to eavesdropping and interception. In addition to the security provided by the FHSS radio in the end devices, additional security is provided through the use of AES-128 encryption. As part of the EnergyAxis System, the devices can be configured to only respond to data requests (reads or writes) if the command is properly encrypted. If the request is not properly encrypted, the meter will not acknowledge the request as valid (NAK). The meter will not comply with the request and the NAK is identified as an invalid radio access attempt. This combination of an FHSS system and AES-128 encryption prevents	FR

	direct tampering. In 2010, the EnergyAxis System will provide an easily manageable key infrastructure to allow utilities to manage the security key updates as needed, providing unique keys for every device across the LAN and reducing the complexity of key management. The AES-128 encryption method was chosen for the EnergyAxis System because it provides superior security compared to most alternatives. For example, NIST SP800-57a (from the National Institute of Standards and Technology) specifies a crypto-period of no later than 2010 for ECC-160, while AES-128 encryption is recommended for use through and beyond the year 2030. Without the possibility of direct tampering, an adversary may attempt indirect methods of tampering such as packet replay attacks. In a packet replay attack, an adversary stores a radio transmission and replays the transmission at a later time. One might attempt of this type of attack to cause the system to respond in a way that changes control or billing parameters at the meter site. For example, an adversary might attempt to store load control or pricing commands to replay at a later time. EnergyAxis devices have anti-replay mechanisms that use date/time stamps in each radio transmission to prevent messages from being stored and replayed at a later time. **Security in the Gatekeepers** A Gatekeeper is typically remotely accessed via the WAN, but can also be accessed locally via an optical port. Access to the Gatekeeper via the optical port requires an optical port password. A valid password is necessary to read data from or write data to the Gatekeeper. The optical port password is set per the customer's factory configuration and can only be changed by the utility using Elster's meter configuration software. It is recommended that the utility maintain a policy of disclosing passwords for meter access on an as-needed basis only. Gatekeeper WAN access is authenticated using a DES encryption of a randomly generated token. Encryption of the data transmitted between the Gatekeeper and the network management system is dependent on the underlying WAN (GPRS/EDGE/HSDPA, CDMA/1xRTT/EVDO, etc). For wireless WAN networks, telecommunication companies utilize private networks and encryption to secure data transmissions. The WAN modem in the Gatekeeper has password protection and supports Custom Access Point Nodes (APN) making the modem's IP address private and not exposed to the public internet. GPRS devices can be set up on custom APNs and made to appear as if they are from within the utility intranet so that the IP address is inaccessible from outside the corporate intranet. In 2009, additional security is provided with the delivery of the Smart WAN card, which provides ANSI C12.22 protocol support for access over the WAN. With the inclusion of C12.22, AES-128 will provide the authentication and encryption functionality. EnergyAxis will provide an easily manageable key infrastructure to allow the utilities to manage the security key updates as needed, providing unique keys for every device across the WAN, as well as the LAN. LAN communications to and from the Gatekeeper use the same FHSS 900 MHz radio as described above. The security mechanisms, including AES-128 encryption, are the same as discussed for the	

	EnergyAxis network element devices. It is important to note that the Gatekeeper does not accept LAN commands via the EnergyAxis 900 MHz radio that requests it to initiate LAN activity. Such commands are accepted only via the WAN connection. This design feature denies an adversary any possibility of using a 900 MHz radio to control the Gatekeeper's activities or gaining control access to the LAN. **Security at the EnergyAxis Management System** The EA_MS resides within the corporate intranet and thus all security mechanisms that the utility has in place for its enterprise security are the primary mechanisms for securing access to the EA_MS. Each EA_MS user is authenticated using a built-in user name and password mechanism. Passwords can be forced to expire periodically by the system administrator. If necessary, user authentication, access control and identity management can be tied to an enterprise LDAP directory or other central scheme. The network management system provides role-based access control: System Administrator, Meter Services User, Billing and CIS User, and Report Only User. Each user obtains access to the system via a unique username/password. Access to system functions is limited by the assigned role. The Tropos GridCom communications network proposed for the backbone/WAN will facilitate secure throughout the entire system. Further, the Tropos GridCom network supports WPA2, 802.11i, RADIUS, 802.1x (including EAP-TLS, EAP-TTLS, EAP-SIM, PEAP) authentication. The Tropos multi-layer security architecture prevents man in the middle and replay attacks through the use of AES encryption and 802.1x RADIUS Authentication to users and end-point devices like meters and data collectors. Because hackers can spoof the MAC address of a valid endpoint, MAC address based authentication, while an effective element in a layered security architecture, should not be the only authentication mechanism used. For a more detailed description of the Tropos multi-layer security architecture, please see the GridCom security discussion of in the Narrative Description of the Network Architecture (response to Section 6.0).	
6.1.4.16.3	Authorization – Provide verification of an individual's right to access specific system resources. Authorize all communications on the AMI network (utility and 3rd party messaging) and reject and log messages received from unauthorized systems/devices. This includes messages being transported on backhaul network WAN and across FAN. Authorization shall be implemented as described below: Each EA_MS user is authenticated using a built-in user name and password mechanism. Passwords can be forced to expire periodically by the system administrator. If necessary, user authentication, access control and identity management can be tied to an enterprise LDAP directory or other central scheme.	FR

	The network management system provides role-based access control: System Administrator, Meter Services User, Billing and CIS User, and Report Only User. Each user obtains access to the system via a unique username/password. Access to system functions is limited by the assigned role. • Reports Only users – Can only run reports and see their own activities in the activity monitor. • CIS Operators – In addition to the above, the CIS users can perform some configuration functions such as meter setup, meter connect and meter disconnect. • Meter Services Users – Can perform more advanced functionality to the meter such as resetting event logs, manual demand resets, acknowledge meter alarms, etc. • System Administrators – Have access to all functions and can create user accounts and monitor user activities across the system. EA_MS provides an Activity Monitor enabling the system administrator to: • View log of each user's activities • View specific meter, account etc. that were involved in the transaction and the parameters sent Every operation executed by a user from the web application, along with timestamps and user IDs is logged and can be reported. Programmatic interfaces and batch operations are also logged in a similar fashion. If necessary, device data transferred between the EA_MS and other enterprise systems can be encrypted using either symmetric or asymmetric encryption algorithm. Elster currently utilizes RSA with OAEP (RSA/OAEP) for the Asymmetric Cipher Algorithm and Triple DES (DESede) for the Symmetric Cipher Algorithm, for data being exported from the EA_MS. The Tropos GridCom communications network proposed for the backbone/WAN will facilitate secure throughout the entire system. Further, the Tropos GridCom network supports WPA2, 802.11i, RADIUS, 802.1x (including EAP-TLS, EAP-TTLS, EAP-SIM, PEAP) authentication. For a more detailed description of the Tropos multi-layer security architecture, please see the GridCom security discussion of in the Narrative Description of the Network Architecture (response to Section 6.0).	
6.1.4.16.4	Confidentiality - Provide assurance that information is not disclosed to unauthorized persons, processes, or devices. Elster shall provide a comprehensive approach with security to provide confidentiality, integrity, availability and auditability within the network. This multi-prong approach shall include: • Access – Access enables utility personnel and outsiders to either use the system or breach the system. EnergyAxis controls access to the network at the end devices, the Gatekeepers and the head-end.	FR

	• Authentication – Authentication limits transmissions on the network to authorized devices and personnel only. EnergyAxis currently uses sophisticated authentication techniques and is enhancing these techniques even further by utilizing unique keys for each device. • Encryption – Encryption prevents data from being read by unauthorized parties. EnergyAxis uses NIST-approved encryption modes and algorithms including AES-128. • Monitoring and Reporting – Monitoring and reporting provides the utility notification in the case of a security breach. EnergyAxis provides logging and reporting to allow early detection of any security issues. Tropos GridCom backbone/WAN shall encrypt data via a combination of WPA2 and AES	
6.1.4.16.5	Data Integrity - Provide assurance that data is unchanged from its source and has not been accidentally or maliciously modified, altered, or destroyed. Supplier shall support this requirement as described in 6.1.4.16.4. Tropos GridCom backbone/WAN shall support Layer 2, 3 and 4 checksums for data integrity.	FR
6.1.4.16.6	Non-repudiation - Provide assurance that the sender of data is provided with proof of delivery and that the recipient is provided with proof of the sender's identity, so neither can later deny having processed the data. Supplier shall support this requirement as described in 6.1.4.16.4.	FR
6.1.4.16.7	Availability - Provide assurance that allowing the sharing of information will not create situations in which authorized users are denied service. This includes an intrusion prevention system that monitors communications, infers when an attack is occurring and notifies components of the AMI Solution to take action. System shall take direct action to block malicious traffic and malformed messages. Supplier shall support this requirement as described in 6.1.4.16.2.	FR

6.1.4.17 System Performance Requirements

Supplier shall provide System Performance Requirements that meet the following requirements:

6.1.4.17.1	Provide full system high availability (99.9%).	PR
6.1.4.17.2	Provide a secure communication mechanism and configurable authentication capabilities to protect against Spoofing, Man in the Middle, replay attacks, etc.	PR
6.1.4.17.3	Have adequate online data storage capacity to ultimately support the scalability requirements indicated in requirement 6.1.0.	PR

6.1.4.17.4	Receive, log, and return requests for on-demand meter data (up to 24 hours of data) within 60 seconds of the meter receipt.	PR
6.1.4.17.5	Receive, log, and return requests for on-demand meter data (up to 45 days of data) within 5 minutes of the meter receipt.	PR
6.1.4.17.6	Issue and receive results for on-demand read requests from the meter within ten (10) seconds, 80% of the time, but at no time longer than 30 seconds.	PR
6.1.4.17.7	HES shall transmit energy related information over FAN Controller/Collector to premises meter display device within one (1) minute.	PR
6.1.4.17.8	HES shall provide a system dashboard that contains a series of Adobe FLEX pods that capture metrics on both the WAN and LAN network performance.	PR
6.1.4.17.9	Shall provide the capability to verify operational status of each electric elements and FAN controller/collector based on periodic schedule or on-demand request	PR
6.1.4.17.10	Send safety/service failure events within five (5) minutes of detection.	PR
6.1.4.17.11	Allow authorized SVP employees (while on-site at the customer premises) to operate the service disconnect/reconnect switch immediately (regardless of interval).	PR
6.1.4.17.12	Support delivery of disconnect/reconnect event messages to the meter that are persistent until the meter acknowledges event status or the event is ended.	PR
6.1.4.17.13	Support transmitting remote disconnect/ reconnect/limiting commands to the meter and the command be executed within 60 seconds of the request being sent.	PR
6.1.4.17.14	Automatically retry transmitting disconnect/reconnect scheduled operations to the meter if it does not receive an acknowledgement within 60 seconds of the original transmission.	PR
6.1.4.17.15	High priority messages exchanged between the Head-End System and premises and/or field devices will be delivered in 10 seconds 80% of the time, but in no case longer than one (1) minute.	PR
6.1.4.17.16	Medium priority messages exchanged between the Head-End System and premises and/or field devices will be delivered in 30 seconds 80% of the time, but in no case longer than two minutes.	PR
6.1.4.17.17	Low priority messages exchanged between the Head-End System and premises and/or field devices will be delivered in one minutes 80% of the time, but in no case longer than five minutes.	PR

6.1.4.17.18	HES shall provide a system dashboard with performance metrics including but not limited to: 1. Success and failure key performance indicators (KPIs) for scheduled operations such as percent of meter successfully read 2. End-to-end connectivity performance for both WAN and LAN services.	PR
6.1.4.14.19	HES shall support a web service interface that specifically allows external systems to issue requests for transmitting event and account information. Use of this interface requires that the interfacing system (MDM or other) develop the logical connector/adapter to issue the correct calls and work flow to the HES accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering.	PR

6.2 OPTIONAL/FUTURE FUNCTIONAL REQUIREMENTS

The Supplier, Elster, shall provide a complete Advanced Metering System, known as Energy Axis Management System (EA_MS), including field communication hardware, electrical and water meters, Elster REX2, A3 ALPHA, AMCO, and support equipment and software as indicated in the following optional requirements below:

6.2.1 Meters – Electric

Supplier shall provide Meters – Electric that meet the following requirements:

6.2.1.1	Configure with appropriate tariff/rate program at installation time (updated from default configuration).	FR
6.2.1.2	Remotely configure to record the customer's current TOU consumption on the REX2 meter so that it can display the current TOU tier for kWh-delivered on a premises HAN device and/or meter display.	FR
6.2.1.3	Measure harmonics level data according to IEC 61000-4-7 and IEEE 519 for voltage and current. Elster shall provide as an orderable option the A3 ALPHA commercial and industrial meter with the power quality measurement (PQM) that can measure second harmonic current, total harmonic distortion current, and total harmonic distortion voltage.	PR
6.2.1.4	Monitor voltage in order to detect an RMS (Root Mean Square) voltage variation according to IEC 61000-4-30 and IEEE 1159 standards. Detect and log RMS variation based on magnitude, duration, and direction. (per phase, aggregate)	FR

6.2.1.5	Allow on demand retrieval of power quality data including detailed RMS variation events and detailed harmonics information locally with using the Metercat software installed on a standard laptop computer by authorized SVP employees.	FR
6.2.1.6	Correlate tamper events with planned meter maintenance may be considered in a future scope of work. Consultation on business work flow and scoping of the overall integration effort is available but has not been included in the existing Elster offering.	FR
6.2.1.7	Capable of storing and returning event based power quality information until read. Data to persist until overwritten.	FR
6.2.1.8	Send all meter display information and messages to the customer local display device (the device must meet SVP standards – see 6.1.1.1 above).	FR
6.2.1.9	Provide date and time in "local time," displaying the time in Pacific Daylight Time or Pacific Standard Time as appropriate.	FR
6.2.1.10	AMI solution does not support the capability to remotely configure to record the customer's current bill cycle schedule (start/end date and number of days) so that it can be displayed on a local display device and/or meter display.	FR
6.2.1.11	AMI solution does not support the capability to display pending, active and ended event messages. Include the event type, event schedule date/time (start and end), hourly/time-of-use pricing and customer cost.	FR
6.2.1.12	Able to display the date and time (local time) when the event information was last received/updated locally. Data to persist until overwritten. (e.g. event notification received mm/dd/yy, 10:00 a.m.).	FR
6.2.1.13	Transmit utility messages and/or energy information to a display device and/or load control equipment within ten (10) seconds of being received or recorded by the meter.	PR
6.2.1.14	Execute and log local meter display provisioning and configuration requests on the A3 ALPHA meter using the Metercat software loaded on a standard laptop or desktop computer.	FR
6.2.1.15	Configurable to customize customer individual information attributes as available for display on the A3 ALPHA meter using the Metercat software loaded on a standard laptop or desktop computer.	FR
6.2.1.16	Remotely initiated meter display configuration on the REX2 meter, such as TOU tiers, within 60 seconds of being received. Configuration of the display on the A3 ALPHA shall be through its optical port using Metercat software loaded on a standard laptop or desktop computer.	PR
6.2.1.17	Remotely configurable to record the energy consumed and generated in kWh, in time-of-use (TOU) periods, for cumulative registration so that it can be displayed on the meter LCD.	FR

6.2.1.18	Configurable to record the peak demand in kW (consumed and generated) recorded to date in cumulative registration with the date/time when it occurred so that it can be displayed on the meter LCD.	FR
6.2.1.19	AMI meter does not support the capability to display consumption for the last completed recording interval. This information shall be stored within the meter's memory for retrieval by the HES.	FR
6.2.1.20	REX2 meter shall display the instantaneous demand for kWh-delivered so that it can be displayed on the meter local display or its premise device. The A3 ALPHA shall be configurable to display instantaneous demand for kWh-delivered through its optical port using Metercat software.	FR
6.2.1.21	REX2 meter shall display the instantaneous demand for kWh-delivered so that it can be displayed on the meter local display or its premise device. The A3 ALPHA shall be configurable to display instantaneous values such as volts, amps and VARs through its optical port using Metercat software.	FR
6.2.1.22	Report restoration information (voltage quality and quantity).	FR
6.2.1.23	Elster does not support the capability to configured the disconnect switch to open during an overvoltage event when a certain set thresholds are reached.	FR
6.2.1.24	Elster does not support the capability to reconnect automatically after voltage has returned to and remained within configurable voltage thresholds for a configurable amount of time.	FR

6.2.2 FAN Controller/Collector

Supplier shall provide FAN Controller/Collector that meet the following requirements:

6.2.2.1	Retrieve logs on demand from meters and all FAN Controller/Collector components (including premises gateways) within 60 seconds of the request.	PR
6.2.2.2	Identify the probable cause of a communications failure within the FAN Controller/Collector.	FR

6.2.3 Head-End System

Supplier shall provide Head-End Systemthat meet the following requirements:

6.2.3.1	Communicate event messages to 500 AMI meters within ten (10) seconds.	PR
6.2.3.2	Communicate event messages to all AMI meters within one (1) minute.	PR
6.2.3.3	Critical messages exchanged between the HES and meter/distribution devices will be delivered in ten (10) seconds.	PR

6.2.3.4	HES shall automatically rebalance default meter read groups on a periodic basis in order to balance/optimize the overall meter read schedule performance. Rebalancing shall be accomplished as described below: EnergyAxis shall achieve automatic rebalancing through utilization of distributed intelligence in all layers of the network: the server hardware, server software, gatekeepers and network endpoints. EnergyAxis software and hardware shall support parallel communication sessions where commands are being executed simultaneously. The server software shall maintain the latest registration of network endpoints where the HES can combine to a single command that is issued multiple endpoints registering to the same gatekeeper. This action shall minimize the WAN traffic and maximizes communication efficiency. The gatekeepers and network endpoints shall support self-registration, self-healing, and self-optimization. These algorithms shall ensure that the network endpoints have reliable LAN communication to its gatekeeper at all time.	FR
6.2.3.5	HES shall record the results of read group analysis and the resulting actions taken. Refer to 6.2.3.4.	FR
6.2.3.6	Request and receive results from HES for an automatically initiated group on demand read.	FR
6.2.3.7	HES does not support the capability to communicate informational messages in English or Spanish language	FR
6.2.3.8	HES shall prioritize all messages (event and informational) that are sent to the meter, customer's HAN devices (display, load control, etc.), and other customer designations such as e-mail, cell phones, etc. (customer display devices must meet SVP standards). See response for 6.1.2.3.	FR
6.2.3.9	HES shall support multiple message prioritization schemes. Each scheme will support prioritizing and limiting messages (event and informational) by end device, message type, source and destination. The priority and limits by class, source and destination shall be configurable by the utility. See response for 6.1.2.3.	FR
6.2.3.10	HES does not support the capability to enable alerting when configured messaging limitations are exceeded.	FR
6.2.3.11	HES shall provide a Meter Communication Summary Report where it summarizes the communication success/failure statistics.	FR
6.2.3.12	Interface with the Outage Management System (OMS) to provide outage/ restoration information from the AMI Solution for many meters over a short period of time. System shall be 99.9% accurate in reporting outages so that repair crews can be dispatched to the correct locations. The EnergyAxis System supports utility Outage Management Systems by providing power outage and power restoration data from its meters. Outages and restorations may also be published to an enterprise message bus or sent to an Outage Management System using a web service. The outage detection interface supports the MultiSpeak standard and has been certified interoperable by the standard body.	FR

6.2.3.13	Report outage/restoration information to OMS within 1-5 minutes as described below: Several scenarios for outage are described below, based on the system being fully deployed as recommended by the Elster project team. The latency of outage notifications will depend on numerous factors, including: • Configured thresholds / delays for the gatekeeper to communicate outage notifications to the EA_MS. • Type and configuration of WAN communications (GPRS, 1xRTT or Tropos Network are low latency WANs). The typical values below are based on a very low latency WAN. • Rules established for filtering outage notifications at the gatekeeper. For example, whether or not outages are to be verified before reporting, and whether or not outages are to be reported at the time of occurrence if a restoration occurs before the outage notification is transmitted to the EA_MS.	PR

Outage type	Affected customers	Typical response latency	Reliability within latency timeframe
Single Customer Sustained Outage (Single No-light Secondary Outage).	1	< 1 min	> 99%
Multiple Secondary or Transformer Sustained Outages	< 100	< 5 min	> 95%
Small Scale Sustained Outage (Multiple Primary Outages).	100 - 500	< 10 min	> 90% *
Medium Scale Sustained Outage (Primary Outage)	501 - 2000	< 10 min	> 90% *
Large Scale Sustained Outage (Primary Outage)	> 2000	< 10 min	> 90% *

* A benefit of the mesh architecture is that it will inherently throttle outage reports in large scale events, while still providing sufficient outage reports to positively define the outage extent or borders of the outage area. EnergyAxis outage reports combined with the OMS knowledge of the distribution topology will allow

	positive identification of protective devices which have operated, thus allowing determination of all devices in outage. Reliability of reports within the latency timeframe noted are for devices which have an available path for outage reporting.	
6.2.3.14	Enable harmonics data collection that follows IEC 61000-4-30 (Class B and IEEE 519) standards on A3 ALPHA meters. Information on PQM tests can be retrieve locally using the Metercat software installed on a standard laptop computer. Remote retrieval of PQM data on the A3 ALPHA meter from the HES is planned for future implementation.	PR

6.2.4 Premises Gateway – Home Area Network (HAN)

Supplier shall provide Premises Gateway – Home Area Network (HAN) that meet the following requirements:

6.2.4.1	Capable of supporting a HAN.	PR
6.2.4.2	Physically located under the cover of the REX2 meter.	PR
6.2.4.3	Time-synchronized with an external time source at least once per day.	FR
6.2.4.4	Remotely test communications with customer devices attached to a HAN.	FR
6.2.4.5	Securely route messages between the FAN and the customer's HAN for the purpose of monitoring/controlling/programming customer devices.	FR
6.2.4.6	Receive event messages from HAN devices (e.g. customer's local display device) and securely route them through the FAN.	FR
6.2.4.7	Require unique IDs for HAN-connected customer equipment to enable remote communications between the utility and specific customer equipment.	FR
6.2.4.8	Detect failures in communicating with subscribed HAN devices and report exceptions to the HES.	FR
6.2.4.9	AMI solution shall support a DA gateway in the future providing IP access (but not executing operations) to distribution devices and serving as 900 MHz EnergyAxis gatekeeper.	FR
6.2.4.10	Differentiate between multiple individual generators at a customer site over HAN.	FR
6.2.4.11	Log messages sent between the HES and the HAN connected devices via Premises Gateway over FAN.	FR
6.2.4.12	Send HAN device message log information to the HES according to a regular schedule (configurable frequency) or on demand via Premises Gateway over FAN.	FR
6.2.4.13	HES shall provide the capability to retrieve events on a daily basis.	FR

6.2.4.14	Remotely request self-test of customer equipment that is accessible over customer HAN (if supported by customer equipment). ZigBee command sets do not support self test. However, Elster does support sending a sample messages to the end device to simulate a self test. (Note this may be changing for ZigBee.)	FR
6.2.4.15	Enable customer notification of communication status with HAN devices within two (2) minutes of enrolling them.	PR
6.2.4.16	This requirement is deleted.	FR
6.2.4.17	EA_Inspector Field Tool supports 900 MHz devices and does not have the capability to support ZigBee HAN.	FR
6.2.4.18	HES shall support the capability to commission and de-commission ZigBee HAN devices.	FR

6.2.5 Demand Response (DR)

Supplier shall provide Demand Response (DR) that meet the following requirements:

6.2.5.1	AMI Solution shall be able to interface to DR System.	FR
6.2.5.2	AMI Solution shall be able to automatically launch and terminate demand response events, once it has received the event message by the HES.	FR
6.2.5.3	AMI Solution shall be able to receive and process demand response event cancellations or reschedule messages.	FR
6.2.5.4	AMI Solution shall be able to log demand response events and send acknowledgement of successful processing to DR System.	FR

6.3 MANDATORY TECHNICAL REQUIREMENTS

The Supplier, Elster, shall provide a complete Advanced Metering System, known as Energy Axis Management System (EA_MS), including field communication hardware, electrical and water meters, Elster REX2, A3 ALPHA, AMCO, and support equipment and software as specified in the following mandatory technical requirements below:

6.3.0 Standards and Recommended Practices

Supplier shall support Standards and Recommended Practices that meet the following requirements:

6.3.0.1	Elster shall support and promote open standards, architectures, interfaces and systems in all their products. A description of their approach is as follows:	FR

Adherence to Open Architectures

The EnergyAxis System is built upon platforms that utilize open architectures. The system runs on the Windows OS platform and supports multiple hardware platforms; Hewlett-Packard (HP), IBM and Dell. The EnergyAxis Management System (EA_MS) utilizes ORACLE as a standard off-the-shelf RDBMS component as well as the open source Tomcat Web Server. From an open architecture point of view, the EA_MS provides

- Standard XML based interfaces that easily integrate with enterprise systems for MDMS, Billing, OMS, Demand Response, etc.
- A WAN agnostic TCP/IP approach that enables multiple WAN technologies such as GPRS, CDMA, 1xRTT, WiFi and BPL through the EnergyAxis Ethernet Gatekeeper.
- Interoperability with third party devices for Home Area Network using either the EnergyAxis 900 MHz or ZigBee-based radio protocols.
- Interoperability with third party devices for value-add applications such as prepayment.

Adherence to Open Standards

Across the system, whether at the interface from the data management system or at the end device, Elster supports and utilizes open standards.

In the data management system, EnergyAxis enables utilities to easily automate their business processes and streamline the AMI data flow across various enterprise systems by utilizing industry standard interfaces. These enterprise systems include CIS, Billing, OMS, GIS, Asset Management, MDMS, Work Management, etc. A key aspect of the software and system architecture for the EA_MS is the integration capability at the enterprise level within the utility. The system architecture supports both Service Orientation Architecture (SOA) and event driven integration to enterprise systems. The EA_MS provides independent services with defined interfaces for integration and complete automation with the utility back office systems.

Following the SOA principles, these services are independent of the underlying implementation technology and do not require any knowledge by the calling application of how the service performs its work. These Web Services expose the underlying smart grid functionality required to configure end-devices or the network, and retrieve end-device/network status, metered data, alarms, events, or other distribution related data. The service interfaces are loosely coupled and granular tasks can be combined by the utility back office systems to create different business processes.

A unique feature of the interface is a simple sequencing and control mechanism via the XML format, which in conjunction with service modularity, enable these services to be combined or modified into different business process integration with utility back office systems. In addition to Web Service

interfaces, the EA_MS also uses XML formats for publishing metering data and statuses, provides a WAN agnostic solution through the use of TCP/IP, and utilizes the C12.21 metering protocols for meter device communication. The EnergyAxis Gatekeeper supports ANSI 12.22, an open standard for IP communications to meters.

Adherence to n-tier Architectures

The EA_MS uses a multi-threaded, multi-tasking, asynchronous architecture with the specific intent of supporting high volume of data collection. It follows a modular n-tier architecture in which individual components utilize either Web Services or publish-subscribe mechanisms for inter-process communications. The architecture can be loosely classified into three layers:

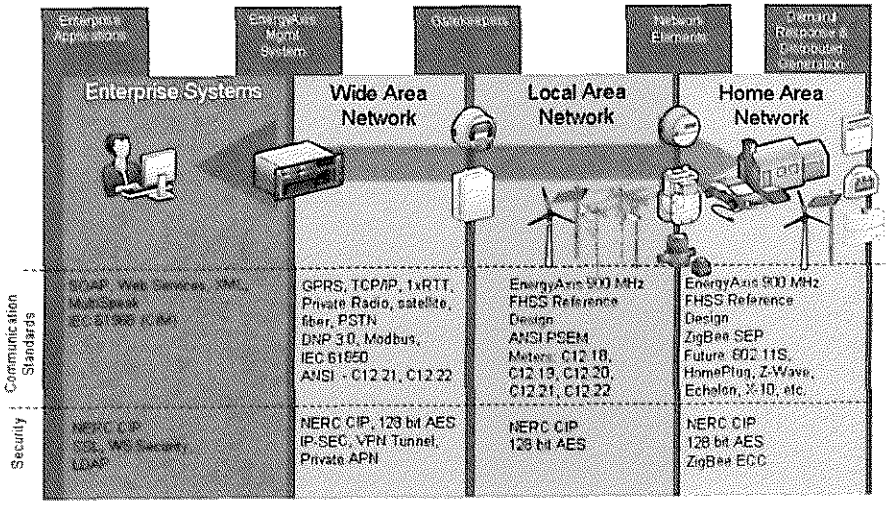
- Web application and the web server: This consists of Tomcat and the Web application itself, which is written in JSP, Java and utilizes the Struts framework.
- Application server: This comprises multiple components for collection, packaging and publishing data as well as for providing integration interfaces for upstream systems.
- Database and data access layers: This comprises an embedded Oracle instance and application server components that provide access to the database from the application servers.

The Application server consists of individual components to enhance the modularity of the architecture and improve the extensibility, reliability and scalability of the overall system.

ANSI Metering Standards

Elster's AMI meters are compliance to the following suites of revenue metering standards where applicable:

- ANSI C12.1
- ANSI C12.10
- ANSI C12.16
- ANSI C12.18
- ANSI C12.19
- ANSI C12.20
- ANSI C12.21
- ANSI C12.22
- FCC Part 15 Class B



The Tropos GridCom communications system conform to a wide variety of industry standards and has achieve a wide variety of certifications including 802.11a/b/g/n, 10/100BASE-T, 802.1q, 802.11e, 802.1p, RADIUS, HTTPS, SSH, SNMP, WPA2, 802.11i, 802.1x (including EAP-TLS, EAPTTLS, EAP-SIM, PEAP), TKIP, AES-CCM, FIPS 140-2 Level 2, NERC-CIP 002-009, ASTM B117, ETSI 300-19-2-4 spec T41.E class 4M3, ISTA 2A, FCC CFR 47 Part 15, Class B, Industry Canada RSS 210, EN 301 489-17, EN 300 328, EN 301 893, EN 60950, IEC 950, UL 60950-1, CSA 22.2 No. 60950-1, UL 579/IEC 60529 IP67 rated for outdoor use, UL 1449/IEC 60664-1, CE!, ANSI/IEEE C62.41, UL 1449-2nd ed., 10kA @8/20 µS Wave form, 36kA per phase, L-L, L-N, L-PE, EN61000-4-5 Level 1 & 2 AC Surge Immunity, EN61000-4-4 Level 2 Electrical Fast Transient Burst Immunity, EN61000-4-3 Level 2 EMC Field Immunity, EN61000-4-2 Level 2 (contact), Level 3 (air) ESD immunity.

6.3.0.2	The following table indicates Elster's support/implementation plans for adopted NIST Interoperability Standards including:	FR

Standard	Application	Elster's Response
AMI-SEC System Security Requirements	Advanced metering infrastructure (AMI) and Smart Grid end-to-end security	Requirements are not finalized by either AMI-SEC or NIST. Elster is participating in the evolving standards and the NIST process and is committed to implementing them as appropriate for our technology.
ANSI C12.19/MC1219	Revenue metering information model	Fully implemented in the EnergyAxis metering endpoints.
BACnet ANSI ASHRAE 135-2008/ ISO 16484-5	Building automation	Not applicable to the proposed technology.
DNP3	Substation and feeder device automation	Available in some products.
IEC 60870-6 / TASE.2	Inter-control center communications	Not implemented
IEC 61850	Substation automation and protection	Not implemented
IEC 61968/61970	Application level energy management system interfaces	Fully implemented and will be participating in the first formal interoperability testing sessions in Fall of 2009.
IEC 62351 Parts 1-8	Information security for power system control operations	Not applicable
IEEE C37.118	Phasor measurement unit (PMU) communications	Not applicable
IEEE 1547	Physical and electrical interconnections between utility and distributed generation (DG)	Not applicable
IEEE 1686-2007	Security for intelligent electronic devices (IEDs)	Not applicable
NERC CIP 002-009	Cyber security standards for the bulk power system	Elster complies with the NERC CIP requirements and has had an independent audit of our system for compliance.
NIST Special Publication (SP) 800-53, NIST SP 800-82	Cyber security standards and guidelines for federal information systems, including those for the bulk power system	System engineering used these guidelines where applicable.
Open Automated Demand Response (Open ADR)	Price responsive and direct load control	OpenADR is still a work in progress and is not implemented.
OpenHAN	Home Area Network device communication, measurement, and control	OpenHAN is still a work in progress and is not implemented.
ZigBee/HomePlug Smart Energy Profile	Home Area Network (HAN) Device Communications and Information Model	Elster's current ZigBee HAN technology meets SEP 1.0 and we are in the process of being certified by the ZigBee Alliance. Elster is participating on the ZigBee Alliance Marketing and Technical Requirements Working groups, which is shaping the next SEP specifications.

Clarification: Elster's response to the individual standard in included in the third column of the above table.

Additionally, NIST's web site (www.nist.gov) provides the following clarifications: "NIST is mandated by Congress in the Energy Independence and Security Act (EISA) of 2007 to coordinate the development of a framework of protocols and model standards to achieve interoperability of the Smart Grid. The initial set of standards and specifications listed in the box below for inclusion in Release 1.0 of the Smart Grid Interoperability Standards Framework. Release 1.0 is a work in progress. It is not complete, nor is it exclusionary. Existing standards that do not appear in this first installment to Release 1.0 have not been eliminated from consideration. Moreover, standards currently on the list ultimately may not be included."

To this end, Elster is closely involved in monitoring and shaping the final Standards Framework. Elster has implemented or committed to implementing those standards that 1) apply to our technology and 2) we believe will ultimately become standard. Elster believes interoperability and standardization is desirable and necessary for the smart grid to become reality and we are committed to supporting an open, standard technology.

Tropos GridCom system supports NERC-CIP 002-009 as well as the security requirements specified in NIST's FIPS 140-2.

6.3.1 System Configuration and Scalability

Supplier shall provide System Configuration and Scalability that meet the following requirements:

6.3.1.1	Support separate development/test, training and production environments.	FR
6.3.1.2	Support the meter populations as indicated in requirement 6.1.0.	FR
6.3.1.3	AMI solution shall scalable to support 15 minute interval reads from all meters and down to five (5) minute for a subset of 2,000 meters.	FR

6.3.2 System Management

Supplier shall provide System Management that meet the following requirements:

6.3.2.1	AMI solution shall support in EA_MS release 8.5 the capability to monitor and generate notifications and alarms for individual processes, group of processes, and work or data flows within the system to ensure reliable operation.	FR
6.3.2.2	Elster shall implement companies Business Continuity and Disaster Response Plan as described in the proposal.	FR

6.3.3 Data Validation and Exception Handling

Supplier shall provide System Management that meet the following requirements:

6.3.3.1	Detect and prevent logical data errors when the data is input either by user entry or data files imported from other systems.	FR

6.3.3.2	For applications using a web-based user interface, the system shall support validation of all form fields processed on a client request. This will include user input fields, select options, checkboxes, radio buttons, hidden fields, valid data type, data length, valid character ranges, etc.	FR
6.3.3.3	Any data error shall not affect system functions that are not directly associated with it.	FR
6.3.3.4	Generate an error code and description which can be used to help facilitate debugging end user problems. Error code must be referenced to the actual exception generated.	FR

6.3.4 Database

Supplier shall provide Database that meet the following requirements:

6.3.4.1	Application software shall be compatible with Oracle or SQL Server.	FR
6.3.4.2	Not require Database Administrator (DBA) or system level authority.	FR
6.3.4.3	Support automated data storage and retrieval.	FR
6.3.4.4	AMI solution shall support warm backup and recovery of its database, either incrementally or in whole, without stopping any operational processes.	FR

6.3.5 User Environment

Supplier shall provide User Environmentthat meet the following requirements:

6.3.5.1	Include context sensitive online help.	FR
6.3.5.2	Provide a web-based client for browsing the data and making changes as detailed in the functional requirements outlined above. The client should support viewing usage data, receiving and acknowledging event notifications and alarms, initiating and viewing reports, modifying configurations, and initiating and updating service requests. Web clients should be compatible with the industry's leading browsers, e.g. Internet Explorer, Firefox, etc.	FR

6.3.6 System Configurability

Supplier shall provide System Configurability that meet the following requirements:

6.3.6.1	HES shall allow SVP to set up or change user screens, and alarm/event notifications without modifying source program code and without any proprietary language skills.	FR
6.3.6.2	This requirement is deleted.	FR

6.3.6.3	This requirement is deleted.	FR
6.3.6.4	HES shall support the capability to apply configuration changes to the user profile without system restart.	FR

6.3.7 Report Generation

Supplier shall provide Report Generation that meet the following requirements:

6.3.7.1	The standard reports and trend analysis provided by the EnergyAxis System is described as follows:. The EnergyAxis System offers numerous reports and HTML displays to assist in system operation and maintenance. These include: **Network Management Dashboard** (refer to the response to question 6.3.5.2) • Schedule Metrics • WAN Metrics • LAN Metrics • Geographical Network View **System Activity Monitor** • View log of each user's activities • System Dashboard – View Key Alarms and Statuses (outage, restoration, tamper). Dashboard is configurable for each user. **System Administration** • User Creation, Configuration, and User Management Reports **System Operation** • Meters - View meter information/parameters, List of meters for different criteria, Inventoried units, Installed units, Disconnected units, Meter readings, Meter events/status/alarms, Associated Gatekeepers, Associated schedules Add New, Modify, and Delete Functions – for Meters, Meter Reading Schedules, Download Schedules, and Data Sets TOU Meter Programs – Import/Overwrite, View, Exchange, Delete, and Download. Perform on-request meter reading Perform Service connect/disconnect operations • Network Management – view Gatekeepers and associated Nodes, Node-jumping history, Gatekeeper LAN performance, and network capacity • LAN Information Report – allows paths to any meter to be viewed, along with hop performance statistics Support for circuit-switched (dial-up) and static IP-addressable connections to Gatekeepers and meters	FR

Schedule Operation

- View reports – Execution list, Performance statistics, View Readings
- View Meters not read
- Configurable number of standard re-tries for each on-demand or scheduled meter reading.
- Schedule performance reports – meters that are not read for a given schedule are identified to enable the operator to request a schedule re-submission to pick up the previously un-read units.

Home Area Network Reports

- Events Listing
- Critical Tier Override Listing
- Assigned / Unassigned Home Area Device Listing
- Energy Conservation Listing
- Commission/Decommission
  - Confirmed / unconfirmed by device
  - History by meter
- TOU Pricing
  - Configuration
  - Pending Download
- Emergency Management
  - Confirmed / unconfirmed by device
  - Overridden by user
- Messaging
  - Confirmed by device
  - Unacknowledged by user
  - Pending cancellation
- Meter Event/Alarm/Outage Reporting Functions

	GIS Support Function • Includes creation of .shp files to facilitate GIS import and display of the AMI network, meters, alarms, and outage data. Tropos Control's wide array of standard reports allows the operator to: • Automatically tracks key network, mesh, and backhaul performance thresholds to provide managers with clear notification of optimization opportunities • Offers access to detailed per-router performance data in manageable increments, such as hourly, daily, and weekly time periods • Provides granular detail on client link and connection history, providing current and historical context for performance optimization • Provides insight into performance levels from client devices, enabling managers to determine optimization strategies to ensure subscriber satisfaction Report information can be exported to a manager of managers via Tropos Control's northbound interface.	
6.3.7.2	This requirement is deleted. Same as Requirement 6.3.7.1	FR
6.3.7.3	Provide SVP with ad-hoc reports as needed. EA_MS supports this requirement by providing the ability to send meter read data and network performance data to other applications for analysis.	FR
6.3.7.4	Allow SVP to configure the report recipients by defined user type and send the system generated reports to predetermined email addresses and predetermined storage file locations.	FR
6.3.7.5	Allow SVP to set up or change the report deliveries without modifying source program code and without any proprietary language skills.	FR
6.3.7.6	Allow reports to be generated on demand and/or via a scheduled process.	FR
6.3.7.7	Provide SVP operating personnel with performance and health reports on demand or via a scheduled process.	FR
6.3.7.8	All reporting data shall be contained in an XML schema, which could be imported into a reporting system application.	FR
6.3.7.9	Conduct analysis to identify assets, service points, and applications that have chronic or excessive problems, report them, and support problem resolution efforts to address problems.	FR

6.3.8 System Administration, User Authorization and Authentication

Supplier shall provide System Administration, User Authorization and Authentication that meet the following requirements:

6.3.8.1	The system shall support secure access and authentication and permission-based functionality for internal and external users and Application Programming Interfaces (API)s.	FR
6.3.8.2	The system shall support system administration for establishing user access privileges, preferably via the use of the SVP Active Directory by the System Administrator.	FR
6.3.8.3	The system shall log system access and database transactions for all actions throughout the system.	FR
6.3.8.4	The system shall support capturing username, timestamp, success/failure of transaction, source IP address, and transaction description as part of the security log attribute.	FR
6.3.8.5	The system shall not allow administrative or super user access over the Internet.	FR
6.3.8.6	Provide user friendly tools for system administration function.	FR
6.3.8.7	The system administration process shall be implemented as described below: EA_MS system administration includes the following tasks; • Create User IDs - After EA_MS installation, the administrator must create the user ID that will be logged onto the server during regular use. The EA_MS User ID can be any unique name (for example, acs). Elster recommends an alphanumeric ID so that as additional communications servers are added to your system, you will have the flexibility to sequentially name the machines and user IDs. • Configuring time synchronization - It is very important to keep the clock on the EA_MS server synchronized to a standard reference time because EA_MS manages all meter time synchronization with the EA_MS server time • Configuring alarm notifications • Configuring email notifications To ensure that Tropos GridCom network configuration changes and code updates are performed to keep routers in sync and avoid mismatched configurations, Tropos Control features built-in checks, smart retries, and knowledge of the mesh topology to make upgrades and reconfigurations of thousands of routers as easy as managing a single local device. Tropos Control supports:	FR

	• Automated updates of large networks consisting of thousands of routers • Intelligent, sequenced, mesh-optimized provisioning ensures that device connectivity is maintained One of the key advantages of Tropos Control and the Tropos GridCom Architecture is the ease with which initial network deployments, expansions, and reconfigurations can take place. Through use of advanced auto-discovery, routers are able to automatically find one another to create the network mesh, reducing the need for extensive pre-planning, and streamlining network deployment. During the network roll-out, Tropos Control continuously analyzes the network and automatically determines strategies for optimizing performance, including: • Sophisticated network self-configuration capabilities • Provisioning of network routers is streamlined by using pre-configured or customized images and applying them to the targeted devices Individual routers can be specifically identified and profiles customized on an as-needed basis	

6.3.9 Information Protection and Encryption

Supplier shall provide Information Protection and Encryption that meet the following requirements:

6.3.9.1	This requirement is deleted.	FR
6.3.9.2	This requirement is deleted.	FR
6.3.9.3	Support secure connections over a Virtual Private Network (VPN).	FR

6.3.10 System User Web Browser Application

Supplier shall provide System User Web Browser Application that meet the following requirements:

6.3.10.1	Provide web browser user interface application for authorized and authenticated utility personnel.	FR
6.3.10.2	Support a session logout that will terminate the user session with a configurable session timeout value.	FR
6.3.10.3	HES' GUI shall terminate when the browse session has timed out. For the Tropos GridCom network, browser close terminates the user session and forces re-authentication before accessing the mesh router GUI or Tropos Control GUI.	FR
6.3.10.4	Support encryption and random generation of the session ID.	FR
6.3.10.5	HES shall allow multiple sessions for the same user from the same machine	FR
6.3.10.6	This requirement is deleted.	FR

6.3.11 System Integration

Supplier shall provide System Integration that meet the following requirements:

6.3.11.1	This requirement is deleted.	FR
6.3.11.2	This requirement is deleted.	FR
6.3.11.3	This requirement is deleted.	FR
6.3.11.4	This requirement is deleted.	FR

6.3.12 MDMS Interface

Supplier shall provide MDMS Interface that meet the following requirements:

6.3.12.1	HES shall support time stamping interface for data exchanges to one msec (e,g, 2010-09-20T18:20:23.424Z) based on web services standards such as CIM {IEC 61968-9}and MultiSpeak for payload information.	PR
6.3.12.2	This requirement is deleted.	FR
6.3.12.3	Provide interface development tools as described below: EA_MS provides an XSD for the AMRDEF meter data schema as well as WSDLs for all web service calls.	FR
6.3.12.4	Receive and process meter read schedules from MDMS and confirm request. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.5	Receive and process on-demand meter read requests from MDMS and confirm request. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR

6.3.13.6	Process and deliver and process meter reads to MDMS. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.7	Receive and process non-meter read schedules from MDMS and confirm request. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.8	Receive and process non-meter on-demand information requests from MDMS and confirm request. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.9	Deliver non-meter values to MDMS. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.10	Deliver meter event and alarms to MDMS. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to	FR

	the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	
6.3.13.11	Deliver non-meter event and alarms to MDMS. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.12	Deliver events and alarms to MDMS AMI Head-End System and FAN. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.13	System performance must be optimized for handling real-time event and alarm data (e.g. outages, system failures, etc.). Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	FR
6.3.13.14	Interface must handle data communication traffic within one (1) minute for on-demand requests and five (5) minutes for scheduled meter read and system maintenance requests. Elster's HES shall support a web service interface that specifically allows external systems, such as MDM and CIS, to develop the logical connector/adapter to issue the correct calls and work flow to the HES to accomplish the desired objective. Elster's web service interfaces are published to allow enterprise providers to execute the necessary integration effort. Elster also provides basic support on the proper use of the web service interfaces. This basic support is limited to the logical interface itself. Consultation on business work flow and scoping of the overall integration effort is also available but has not been included in the existing Elster offering	PR

6.4 OPTIONAL/FUTURE TECHNICAL REQUIREMENTS

6.4.0 Recommended Practices

Supplier shall support Recommended Practices that meet the following requirements:

6.4.0.1	Provide the future capability to support Service Oriented Architecture (SOA)/Enterprise Service Bus for all system integration points.	FR

6.4.1 Other Interfaces Items

Supplier shall provide Recommended Practices that meet the following requirements:

6.4.1.1	The commercial integration interfaces for Elster EA_MS that are available for integration with other enterprise IT systems is described as follows: EA_MS includes a SOAP-compliant XML-based protocol that provides a clear and easy to use interface with MAS. This feature allows using standard tools available in different frameworks such as .NET, Java Axis, TIBCO etc. to perform tasks such as the following: • provisioning of meters • reading meters • demand reset • outage detection There are additional web services that are installed with MAS: MAS, MASAsyncReceiver, OD and OA. • MAS – Elster's proprietary MultiSpeak compliant interface that accesses most of our web services functionality • MASAsyncReceiver – A sample implementation of an interface that a customer would implement to process asynchronous messages from MAS. MultiSpeak Web Services: • OD – Elster's MultiSpeak compliant interface that accesses MAS outage detection functionality. • OA – A sample implementation that can be enabled for outage analysis troubleshooting purposes. MR – Elster's MultiSpeak compliant interface for the Meter Reading interface. The lone method supported at this time is GetAMRSupportedMeters	FR
6.4.1.2	This requirement is deleted.	

EXHIBIT I

Tropos Standard Technical SW Support Agreement

This is the basic level of support service recommended for all Tropos-based network operations. Inquiries can be communicated via phone or email. Tropos is ready to provide hands-on assistance by remotely accessing customers' networks to assist with installation of software updates or troubleshooting, as needed. This provides customers with hands-on guidance on configurations and problem solving, and it includes:

- Unlimited inquiry support: available Monday – Friday, 8am – 6pm PST, with exception of Tropos holidays available by Phone and Email
- Access to Tropos customer support website 24 x 7; including: Software updates (maintenance and minor feature enhancements) for all Tropos software including Tropos OS, and Tropos analysis and control products; Product documentation; and FAQs
- Troubleshooting support per SLA (see Problem Severity Definitions and Response Requirements) including remote login to customer networks for assistance. Available business days Monday – Friday, 8am-6pm PST
- Remote network software update support available business days Monday – Friday, 8am-6pm PST
- Remote diagnostics – enables Tropos Customer Support to remotely speed diagnosis of problems. (Requires installation of Tropos Control and remote access for Tropos Customer Support)

SOFTWARE LICENSE AND PRODUCT WARRANTY AGREEMENT

Please read the terms of this license agreement between Tropos Networks, Inc. ("Tropos") and you ("License" or "Agreement") carefully before you open the package because, by opening the sealed package, you are agreeing to be bound by the terms and conditions of this Agreement. If you are not willing to be bound by these terms and conditions, you should return the product promptly, including the packaging, the unopened package, any accompanying hardware, and all written materials, to the place of purchase for a full refund.

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   (b) You may not copy the Software nor remove any copyright or trademark notices on the Software.
   (c) You may not sell or transfer any Tropos Product containing the Software to any third party without the express written consent of Tropos. For permitted transfers, you may not export the Software to any country for which the United States requires any export license or other governmental approval at the time of export without first obtaining the requisite license and/or approval. Furthermore, you may not export the Software in violation of any export control laws of the United States or any country.
   (d) You may not alter or remove any copyright, trade secret, patent, trademark, tradename, logo, product designation or other proprietary and/or other legal notices contained in or on the Software and any Documentation.

4. **Hardware and Software Warranties.**
   (a) Hardware Warranty. Tropos warrants that, for a period of one (1) year from the date of shipment (the "Warranty Period") of the hardware, tangible products, circuit boards, components and equipment provided by Tropos (the "Hardware"), the Hardware sold hereunder will be free from material defects in materials and workmanship and will conform to Tropos' published specifications in effect as of the date of manufacture.

Tropos SPECIFICALLY DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHICH MAY RESULT FROM THE USE OF PRODUCTS PURCHASED HEREUNDER. This limited warranty extends only to you as original purchaser unless otherwise agreed upon in writing by Tropos.

(b) The foregoing warranty shall not apply if the defective Hardware (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by Tropos, (ii) has been repaired or altered by persons other than Tropos, (iii) has not been installed, operated, repaired and maintained in accordance with the Documentation (iv) has failed due an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lightning or (v) has been used with any third party software or hardware which has not been previously approved in writing by Tropos. In addition, the foregoing warranty shall not apply to Hardware (i) marked or identified as "sample," (ii) loaned or provided to you at no cost, or (iii) which are sold "as is."

(c) If during the Warranty Period: (i) Tropos is notified promptly in writing upon discovery of any defect in the Hardware, including a detailed description of such alleged defect, (ii) such Hardware is returned, transportation charges prepaid, to Tropos' designated manufacturing facility in accordance with Tropos' then-current return procedures, as set forth by Tropos from time to time, and (iii) Tropos' inspections and tests determine that the Hardware is indeed defective and the Hardware has not been subjected to any of the conditions set forth in Section 4(b) above, then, as your sole remedy and Tropos' sole obligation under the foregoing warranty, Tropos will, at Tropos' option, repair or replace without charge the defective Hardware. Any Hardware that has either been repaired or replaced under this warranty shall have warranty coverage for the longer of ninety (90) days or the remaining warranty period. Replacement parts used in the repair of Hardware may be new or equivalent to new.

(d) Software Warranty. Tropos warrants that the Software will substantially conform to its published specifications for a period of ninety (90) days from the date of shipment of the Hardware from Tropos. Your sole remedy and Tropos' sole obligation under the foregoing warranty shall be for Tropos to use commercially reasonable efforts to correct any substantial nonconformity of the Software reported in writing by you during the warranty period. The foregoing warranty shall not apply to any defect in the Software that is caused by (i) the use or operation of the Software in an environment other than that intended or recommended by Tropos, (ii) modifications to the Software not made or authorized by Tropos, (iii) third party hardware or software, whether provided by Tropos or any third party or (iv) your failure to implement all software patches, updates or releases provided in connection with this Agreement. In addition, the foregoing warranty shall not apply to any Software which has been used with any third party hardware or software.

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(f) Notwithstanding anything herein to the contrary, Tropos makes no warranty with respect to any third party hardware or software products provided under this Agreement. Your sole remedy with respect to such third party products shall be pursuant to the original manufacturer's or licensor's warranty, if any, to you, to the extent permitted by the original manufacturer or licensor.

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6. **Term and Termination.** This license is effective until terminated. You may terminate this license at any time by destroying the Software and the Documentation and the permitted backup copy of each. This license automatically terminates if you fail to comply with its terms and conditions. You agree that, upon such termination, you will destroy and permanently erase from any hardware all copies of the Software and the Documentation, or return the original Software and the Documentation to Tropos, together with any other material you have received from Tropos in connection with the Software.

7. **Export**: You acknowledge and agree that the Software, Documentation, and any Tropos Product which is the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United States export laws and regulations including, but not limited

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8. **Restrictions**. The Tropos Products and accompanying and related documentation including manuals and technical data, delivered pursuant to this Agreement are commercial within the meaning of applicable civilian and/or military Federal acquisition regulations and any supplement thereto. The Tropos Products were developed fully at private expense. If the user of these Tropos Products, or any one of them, is an agency, department, employee, or other entity or quasi Government entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product is controlled and restricted by the terms, conditions, and covenants contained in this Agreement. All other such use is prohibited. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, Software delivered pursuant to this Agreement is commercial computer software and the use of that Software is further controlled and restricted in accordance with the terms herein.

9. **Confidentiality and Other**. The Tropos Product, the Software, and the Documentation contain certain information that is confidential and of substantial value to Tropos and may not be disclosed to any third party. This License Agreement shall be governed by and construed under the laws of the State of California and the United States of America, without reference to conflicts of laws principles. This Agreement represents the entire agreement concerning the program between you and Tropos, and it supersedes any prior proposal, representation, or understanding between the parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS LICENSE AND AGREE TO BE BOUND BY ITS TERMS UPON INITIAL USE OF THE PRODUCT

Problem Severity Definitions

Severity Level	Severity Description
Severity 1 (S1)	Problem causes a complete loss of service in the production environment; no known workaround exists; work cannot reasonably continue and work is halted. Tropos and client will commit all necessary resources around the clock to resolve the situation.
Severity 2 (S2)	Operation of an existing network is severely degraded, or significant aspects of client business operations are negatively affected by inadequate performance of Tropos products. Tropos and client will commit all necessary resources during normal business hours to resolve the situation.
Severity 3 (S3)	Operational performance of the network is impaired while most business operations remain functional. Tropos and client will commit the required resources during normal business hours to resolve the situation.
Feature Request	Enhancement request for a new functionality or requests for additional existing products or services.

Response Requirements

Severity Level	VENDOR Response Requirements	Joint Action Plan	Status Updates	Interim Fix Target *	Resolution Target *	Level of Effort
1	Within 1 hr	Within 4 hrs	Per Action Plan -no less than daily	Within 24 hours, fix problem or provide workaround. Work to downgrade to Severity2	Within 24 hours, fix problem or provide workaround. Work to downgrade to Severity2	7 by 24 effort until Interim Fix
2	Within 2 hr M-F 8-5, otherwise next business day.	Within 1 business day	Per Action Plan - no less than twice per week	N/A	Provide a solution/fix within 20 days	As agreed to in Action Plan or a minimum of M-F 8-5 continuous effort
3	Within 3 business days	within 15 business days	Per Action Plan - no less than once per week	N/A	Within 30 days, provide a solution or a statement regarding the disposition of the problem.	As agreed to in Action Plan
Feature Request	Review and provide Engineering Response within 30 days	Coordinate and escalate as required following Engineering Response	N/A	N/A	Within 30 days of Engineering Response, publish disposition of request (withdrawal or schedule)	8 X 5

* Time frames defined are desired goals on average and are initiated upon receipt of the escalation

MKT

CITY OF SANTA CLARA

AGENDA MATERIAL ROUTE SHEET

Council Date: December 7, 2010

SUBJECT: Approval of an EnergyAxis Management System Contract with Elster Solutions, LLC. For the Purchase and Implementation of an Advanced Metering and Utility Communications Infrastructure

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published ____ time(s) at least ____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____, 2010

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:
Title _____ *U.S.C. §* _____
(Titles run 1 through 50)

California Codes:
Code _____ *§* _____
(i.e., Government, Street and Highway, Public Resources)

Federal Regulations:
Title _____ *C.F.R. §* _____
(Titles run 1 through 50)

California Regulations:
Title _____ *California Code of Regulations §* _____
(Titles run 1 through 28)

City
City Charter § _____ *(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)*
City Code § _____

1. As to City Functions, by
John C Ronkowski
Department Head

2. As to Legality, by
Lindsay Beavers
City Attorney's Office / CAO Assignment No 10.1277

3. As to Environmental Impact Requirements, by
_____
Director of Planning and Inspection

4. As to Substance, by
Jennifer Sparacino
City Manager

EXHIBIT B

ENERGYAXIS MANAGEMENT SYSTEM (EA_MS)

SYSTEM LICENSE AGREEMENT

This System License Agreement (this "Agreement") is made and entered into effective this 24th day of June, 2014 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster" or "Licensor"), and City of Santa Clara California, a chartered California municipal corporation, with offices at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City" or "Licensee").

In consideration of their mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 DEFINITIONS

Authorized User	The number of operators authorized to use the Software, as more particularly described in Appendices C-1 and C-2 attached hereto and incorporated herein by this reference.
Release(s)	Modification or enhancement to the Software that provides additional value and utility, or adds functions, together with all corresponding Documentation, and typically identified by a change in the first or second decimal of the application version number (i.e., 2.2.0.0 to 2.3.0.0).
Documentation	All printed or electronic documentation which Licensor customarily provides or makes available to the Licensee with the Software, including the Specifications and all Updates and Releases of such Documentation, all in the English language.
Integrated System	The commercially available product, which may be hardware, software, or a combination thereof, into which the Software has been integrated in accordance with the license granted to the Licensee hereunder.
Network Device	An individual appliance, component or peripheral from which Licensee collects and analyzes data using the Software.
Route Manager	The Software required to install and configure EA_Water and EA_Gas modules, create marriage files, setup and maintain data collection routes
Software	The binary code version of all software applications, updates, and releases furnished by Elster for a Client's AMI System, including media, user manuals, or other instructional materials and documentation, and any modified, updated or enhanced versions of such applications
Specifications	The functionality, operating characteristics and performance criteria of the Software as set out in the Documentation.

Third Party Software	Computer software and any documentation distributed by Licensor under this Agreement, but owned or licensed by other parties (other than Licensor affiliates), and either embedded in the Licensor's Software or distributed separately by Licensor. Third Party Software and related documentation may include source code as well as binary code, all of which shall be governed by the terms hereof and the applicable license agreement between such Third Party Software Licensor and Elster.
Update(s)	Any change, addition or correction to the Software, including the Documentation that primarily includes bug fixes and maintenance modifications that improve or upgrade functions, add new functions, or improves performance by changes in software design, and are typically identified by a change in the third or fourth decimal of the application version number (i.e., 2.0.2.0 to 2.0.0.2).
Use	To load, execute, employ, utilize, store or display the Software.

2 TERM

The term of this Agreement is one (1) year beginning on the Effective Date with automatic renewals for successive one (1) year periods unless terminated earlier by either Party in accordance with the provisions set forth herein.

3 LICENSE GRANT

Licensor hereby grants to Licensee a nonexclusive, nontransferable license for EnergyAxis 8.0, subject to the terms and conditions set forth in this Agreement, to Use the Software (in binary code only), Third Party Software and the applicable Documentation during the term of this Agreement.

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Licensee is authorized as follows:

a) To Use the Software and Third Party Software, in binary code only, solely in connection with Licensee's business purposes as set forth above and for internal business operations;
b) To make one copy of the Software and Third Party Software for backup purposes only as long as that copy is not running on a server;
c) To run a non-production backup of the Software and Third Party Software for purposes of testing or as a backup for the operational system subject to payment of the incremental license fee in Appendix B-2.

Licensor further grants to Licensee a nonexclusive, nontransferable license, subject to the terms and conditions of this Agreement and the restrictions on use of Third Party Software stated herein, to operate the EA_MS Software and Third Party Software in a virtual environment. Under this arrangement the Licensee is responsible for notifying the Licensor in writing within ten (10) days of each new application of the Software, and the Licensee will incur additional license fees for each new application in accordance with the fee schedule and terms set forth in this Agreement and attached appendices.

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The license granted in Section 3 above shall be effective as of the "Effective Date" first written above, and shall continue in effect unless terminated in accordance with Section 15 of this Agreement.

Licensee shall procure the Integrated System required to operate the Software, as specified in Appendix B-1, either from Licensor or a third party.

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6 CONFIDENTIALITY

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. To the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that are made as part of such Party's routine systems back-up procedures.

Notwithstanding the foregoing, Licensor shall be entitled to disclose to a third party licensor of any Third Party Software (a) the fact of this Agreement (including the identity of Licensee) and (b) audit results with respect to Licensee's compliance with the Third Party Software terms of this Agreement. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

7 DELIVERY

Licensor shall deliver one copy of the Software.

8 LICENSE FEES AND PAYMENT

Licensee shall pay Licensor the System License Fees set forth in Appendix B-4 upon execution of this Agreement and completion of EA_MS installation and training at the site. Licensee shall pay Licensor interest on any late payments at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

License fees do not include shipping charges, or any sales, use, withholding, excise or other taxes now or hereafter imposed on the production, storage, transportation, import, export, licensing or use of the products or services provided under this Agreement. Such expenses and taxes shall be paid by Licensee. Licensee shall indemnify Licensor for any such expenses or taxes which Licensor is required to pay.

This System License Agreement defines the understandings, obligations and responsibilities of the parties, and will function in place of a separate purchase order for the same.

9 SOFTWARE WARRANTY

Licensor warrants that the media on which the Software is recorded is free from defects in materials and workmanship. Licensor warrants that the Software will perform substantially in accordance with the Documentation during the Warranty Period (as defined below). Third Party Software is provided as-is, and without warranty of any kind.

The Warranty Period is limited to 90 days from the date of Software delivery (the "Warranty Period"). If within the Warranty Period, it's discovered that the Software does not conform to the foregoing warranty and written notice of such nonconformity is promptly provided to Licensor, Licensor will provide an exclusive remedy as follows:

a) With respect to any defect in the media, Licensor will replace such media.
b) With respect to any portion of the Software that does not perform in accordance with the Documentation, Licensor will, at its option, repair or replace the Software.
c) With respect to any descriptive error in the Documentation, Licensor will correct such error by providing addenda or substitute pages.
d) The foregoing remedies shall constitute Licensee's exclusive remedies and Licensor's sole liability for any failure of the Software to conform to any warranty.

Any Software nonconformities reported to the Licensor by the Licensee within the Warranty Period are subject to the remedies defined herein. Application of such remedies will not extend the Software warranty beyond the stated 90 day Warranty Period. Nonconformities reported following expiration of the warranty will be subject to remedies available through a separate System Maintenance Agreement executed between the parties.

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The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder, shall not exceed the license fees paid by Licensee to Licensor under this Agreement. Licensor and its Licensors (including Licensors of Third Party Software) will not be liable in any event for loss or inaccuracy of data, loss of use of systems, cost of replacement software or systems, loss of profits, loss of revenue or any other indirect, special, incidental or consequential damages, whether or not foreseeable and even if Licensor has been advised of the possibility of such damages. In no event shall Licensor be liable for any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use by Licensee, its customers, end users or anyone other than Licensor of the software or any goods supplied by Licensor, or arising from any failure by Licensee, its customers, end users or anyone other than Licensor to follow their own safety procedures in connection with the installation or use of the software or any other goods supplied by Licensor.

12 FORCE MAJEURE

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

13 AUDIT

Licensor and its licensors shall have the right, upon notice to Licensee, to enter onto Licensee's premises to perform an audit to ensure that Licensee is in compliance with this Agreement. Licensee shall keep, and shall allow Licensor to access, accurate records of each computer on which the Software, portions of the Software, and/or any Third Party Software are installed, the locations of such computers, the number

of Network Devices for which the Software is used and the number of Authorized Users using the Software. Licensor shall have the right to disclose the results of any audits to its respective licensors.

14 ASSIGNMENT

Neither this Agreement nor any interest under this Agreement shall be assigned by Licensee without the prior written consent of Elster, except that either Party may assign this Agreement without prior consent in connection with a sale of controlling interest in the capital stock or other equity interest of such Party, a sale of all or substantially all of the assets of such Party, or pursuant to a merger or consolidation. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15 TERMINATION

Either party may upon written notice to the other party, terminate this Agreement and any license granted hereunder at any time and for any reason, including nonpayment or other material breach that is not cured within thirty (30) days following written notice thereof.

Within ten (10) days after the date of termination, Licensee will cease use of the Software and Third Party Software and return, or at Elster's direction, destroy all originals and copies, in whole or in part and in any form, of any Software or other Elster furnished documentation in the Licensee's possession, and will certify to the foregoing to Elster in writing.

16 GOVERNMENT REGULATIONS

The Software and Third Party Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of the Software, Third Party Software or Documentation by any department or agency of the federal government is subject to restriction as set forth in subparagraph (b)(3) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. For purposes thereof, "Contractor" is Elster Solutions, LLC, 208 S. Rogers Lane, Raleigh, NC 27610.

Licensee shall not export or transmit the Software, Third Party Software, or any part thereof, directly or indirectly, to any restricted countries or in any manner that would violate the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to United States law.

17 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

If to Licensee

City of Santa Clara
Silicon Valley Power
Director of Electric Utility
1500 Warburton Avenue
Santa Clara, CA 95050

If to Elster

Elster Solutions, LLC
208 S Rogers Lane
Raleigh, NC 27610
ATTN: Contracts Department
ContractsDept@us.elster.com

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

18 MISCELLANEOUS

This Agreement, including the Appendices attached hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee.

The headings and captions contained herein shall not be considered to be a part hereof for purposes of interpretation or application hereof, but are for convenience only.

Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

Third Party Software providers are third party beneficiaries to this Agreement with respect to provisions applicable to Third Party Software. Licensee will be bound by the terms and conditions of use of any Third Party Software provider.

The provisions of Sections 1, 3, 4, 5, 6, 9, 10, 11, 13, 14, 16, and 17 shall survive the cancellation, termination or expiration of this Agreement.

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the choice of law or conflicts of law rules of any jurisdiction. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the terms or interpretation of this Agreement. The parties further agree that all causes of action against either party under this Agreement shall be brought solely and exclusively in the State Courts of the State of California, or the U.S. District Court of California.

Licensee acknowledges that this Agreement constitutes a legal agreement that obligates certain payments as noted herein. Should Licensee's business processes require that one or more purchase orders be issued to provide for payments obligated by this Agreement, Licensee acknowledges that such purchase orders will be issued.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

ATTEST:
for City Clerk

CITY OF SANTA CLARA		**ELSTER SOLUTIONS, LLC**	
By		By	
Printed name	Julio J. Fuentes	Printed name	Robert Heno
Title	City Manager	Title	VP contracts and proposals
Date	6/30/14	Date	6/2/2014

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

for Lindsay Beavers

LINDSAY BEAVERS, DEPUTY CITY ATTORNEY

APPENDIX B-1

SOFTWARE / LICENSE TERMS

The EnergyAxis system is an Integrated System and a comprehensive smart grid solution which includes network management software, network communications technology (excluding WAN), field network devices, field management tools and value-added smart grid applications and consumer devices.

It is the Licensee's responsibility to acquire and maintain the Integrated System. Licensor will specify the third party software and versions thereof (operating system, software products, etc.) required for each Software release. Specific hardware requirements must be agreed to with Licensor based on the size of the A M I network deployment.

The EnergyAxis system configuration depends on the size and needs of the Licensee

The EnergyAxis system uses an embedded database. The Licensee is not granted direct access to the database except per the documented public interfaces specified in the Documentation.

Future changes in the Software or the Third-Party Software or running of other Third-Party Software Programs not tested or provided by Licensor may impact system performance for an Integrated System.

The potential number of authorized users is unlimited with each instance of the EA_MS Software subject to the Elster fee schedule.

Required system configurations for various EnergyAxis system tiers are available at the EnergyAxis Community website at http://energyaxis.ipbhost.com under Downloads > Elster Solution Updates > Hardware Recommendations - EnergyAxis Management System

Licensor nor any provider of Third Party Software embedded in the Software will be liable for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of the Software.

Third Party Software providers are third party beneficiaries to this Agreement with respect to provisions applicable to Third Party Software. Licensee will be bound by the terms and conditions of use of any Third Party Software provider

APPENDIX B-2

SYSTEM LICENSE STRUCTURE

1 LICENSE FEE STRUCTURE

License fees are determined in part by the EnergyAxis system tier. The base license fee includes the cost of firmware, middleware, database, EAMS troubleshooting tools and other third party application software built into the EAMS application. License allows Licensee to install EAMS application in a virtual environment if desired at no additional license fee. Virtual environment maintenance fees may apply. Consult the EnergyAxis System Maintenance Agreement.

Customer requested additions to the standard configuration, optional modules, and add on services are available for additional fees. Overall fee structure and corresponding fees are detailed in Appendix B-3. The licensee's specific application and associated fees are defined in Appendix B-4.

1.1 **Standard Configuration**

Includes the EnergyAxis EA_MS software with support for the following AMI / AMR measurement, sensing, or control devices:

a) EnergyAxis residential electric endpoints
b) EnergyAxis commercial or industrial electric endpoints
c) EnergyAxis Gatekeeper devices that act as concentrators within the EnergyAxis networks
d) EnergyAxis repeater devices
e) EnergyAxis AGI nodes

1.2 **EnergyAxis License Tiers**

Three license tiers are available based on the size of deployment.

a) **Premier**
The total number of AMI / AMR measurement sensing or control devices shall not exceed 200,000. Licensor recommends that Licensee at a minimum purchase and configure a backup system and a test system. The test system will enable integration testing without compromising the integrity of the production system.

b) **Advanced**
The total number of AMI / AMR measurement, sensing, or control devices shall not exceed 1,000,000. Base licensee fee for this tier includes 1 production, 1 backup and 1 test system.

c) **Enterprise**
The total number of AMI / AMR measurement, sensing, or control devices exceed 1,000,000. Base license fee for this tier includes 1 production, 1 backup and 3 test systems

A onetime license fee applies to all AMI / AMR measurement, sensing, or control devices in each operational EA_MS System beyond 20,000 based on bundle pricing in Appendix B-3. Per device license fees do not apply to non-operational Backup or Test systems. Backup and Test license fees are included in the listed license fees for each tier for the contracted number of AMI / AMR measurement, sensing, or control devices. Subsequent purchases of device licenses are available in 2,500 device bundles in the Premier tier and 10,000 device bundles in Advanced/Enterprise tiers.

2 ADDITIONAL FEES

2.1 **Water Support**

A onetime license fee applies for configuration of water functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems. This fee includes site license for one instance of Route Manager. If Elster is required to install multiple

instances of Route Manager, additional license, installation service and support fees will apply. An upgrade fee for Water support applies when upgrading to a higher license tier.

2.2 Gas Support

A onetime license fee applies for configuration of gas functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems. This fee includes site license for one instance of Route Manager. If Elster is required to install multiple instances of Route Manager, additional license, installation service and support fees will apply. An upgrade fee for Gas support applies when upgrading to a higher license tier.

2.3 Third Party Meter Support

A onetime license fee applies for configuration of approved third party meters for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems

2.4 Backup or Test System License Fee

Additional backup and test systems desired by the Licensee will incur incremental license fees, and the Licensor requires each back up or test system to be an identical replica of the production system. An upgrade fee for each backup/test system applies when upgrading to a higher license tier.

2.5 Optional Functionality

The base license fee covers usage of the system for acquisition of metering data and two way metering operations such as on demand reads, service connects, disconnects to residential electric meters. Additional fees apply for optional modules and add on- services listed below.

a) Home Area Network (HAN): A onetime license fee applies for configuration of HAN functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

b) Home Area Network / Demand Response Per Device Fee: A onetime fee applies to home area network / demand response devices in each operational EA_MS system based on the sliding scale in Appendix B-3. The per device fee includes any Licensor-manufactured or third party device approved by Licensor for use in a Home Area Network / Demand Response scenario within the EnergyAxis network. The per device fee does not apply to non-operational Backup or Test systems.

c) Distribution System / Distribution Automation: A onetime fee applies for configuration of distribution system / distribution automation functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

d) Distribution System / Distribution Automation Per Device Fee: A onetime fee applies to distribution system / distribution automation devices in each operational EA_MS system based on the sliding scale in Appendix B-3. The per device fee includes any Licensor-manufactured or third party device approved by Licensor for use in a distribution system / distribution automation scenario within the EnergyAxis networks. The per device fee does not apply to non-operational Backup or Test systems.

e) Standalone Devices / Direct Wide Area Network (WAN) connection: A onetime fee applies for configuration of standalone devices / direct WAN connection for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

f) Optional Features and Interfaces: Licensor reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Licensor and the Licensee.

g) AxisDetect: EnergyAxis provides application components that provide new features as an optional add-on to the base system. A onetime fee applies for configuration and activation of the AxisDetect application. AxisDetect presents the geospatial topology of an AMI network and provides graphical network management functions to client end-users. An upgrade fee applies when Licensee moves across tiers. License fees include GoogleMaps license.
h) Secure Tunnel Server: The IP Axis Link Secure Tunnel Server is a software application which provides communication services used by distribution automation applications (i.e. SCADA) to manage distribution automation field devices.
i) VM support

2.6 **Upgrades**

An additional license fee applies to an upgrade to a higher tier, which is mandatory when the total number of AMI / AMR measurement, sensing, or control devices exceeds the limit associated with the current tier.

2.7 **Additional System Expansions and Optional Project Implementation Services**

System expansions and project implementation services to deploy the EnergyAxis system can be provided on time and material (T&M) basis. Current rates and additional terms that apply are listed in Appendix C-2 of the System Maintenance Agreement.

Notes:

a) All software license fees are in US Dollars.
b) Licensor reserves the right to periodically audit the user's EA_MS System to determine the current number and types of meters or control points deployed for the purposes of billing an additional per point license fees. No refund is allowed for a reduced number of points determined by a given audit.
c) Licensor does not limit the number of users of its EA_MS software. If Licensor provides the server hardware, the Licensee is limited by the defaults set by the OS vendor. If Licensee provides the hardware or desires system accessibility for more users, the Licensee is responsible for obtaining the Microsoft server license or license expansion, including any additional fees for the desired number of CALs (Client access licenses).
d) The Licensor provides as a software option, a pre-installed virtual machine image (VM) of the EnergyAxis Management System (EAMS) application. If the Licensee selects this option, then the Licensor will not be responsible for any of the licensing costs, the support services and/or the maintenance services associated with the vendor host operating system contained in the virtual machine image(s) provided by the Licensor. In addition, the Licensor will not be responsible for any of the licensing costs, the support services, and/or the maintenance services associated with Licensee's virtual machine hosting platform.
e) Licensor reserves the right to modify fees and/or terms associated with GoogleMaps if Google modifies similar fees and/or terms conveyed to Licensor.

APPENDIX B-3

PREMIER CONFIGURATION LIST LICENSE FEE SUMMARY

License Fees	Qty	List Price
Base System		
Base License Fee: Energy Axis Premier Includes 20,000 AMI/AMR devices and site license for one instance of EA Inspector Manager and EA Inspector. Additional license fees will apply for AMI/AMR devices exceeding 20,000		$75,000
Incremental AMI/AMR device license fees (per 2,500 device bundle)		$5,500
Backup or Test System License Fee	each	$27,000
Axis Detect License fee		$15,000
Stand-alone device / Direct Wide Area Network (WAN) connection		$5,000
Third Party Meter Inclusion (per meter type)		$5,000
Water		
Water Module Includes site license for one instance of Route Manager		$10,000
Site license for additional instance of Route Manager	each	$2,400
Gas		
Gas Module Includes site license for one instance of Route Manager		$10,000
Site license for additional instance of Route Manager	each	$2,400
DR/HAN		
Home Area Network (HAN) Base License		$10,000
DR/HAN Per device fee (qty 1 - 500,000)		$1.00
DR/HAN Per device fee (qty 500,000+)		$0.75
DA		
Distribution Automation (DA) Base License		$10,000
DA Per device fee (qty 1 - 50,000)		$2.00
DA Per device fee (qty 50,000+)		$1.50
Secure Tunnel Server (License depends on # of IP Axis Link Gateways)		
0-50 IP Axis Link Gateways	each	$25,000
51-200 IP Axis Link Gateways	each	$35,000
201-500 IP Axis Link Gateways	each	$50,000

APPENDIX B-4

SYSTEM LICENSE FEES SUMMARY

This appendix summarizes the software, endpoints, additional modules and functionality Licensor provides to the Licensee at the time of the original purchase; and/or as amended to reflect any changes to the License configuration after the initial purchase.

EnergyAxis Premiere License and Maintenance Fee Calculation

EnergyAxis System License Fees		Qty	List Price	Total	Discount Price	Ext. Price
Base System						
EnergyAxis Premier		1	$75,000.00	$75,000.00	$35,000.00	$35,000.00
Additional Backup / Test System		2	$27,000.00	$54,000.00	$15,000.00	$30,000.00
Visualization		1	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Incremental AMI/AMR endpoint license fees (per 2,500 unit bundle)		1	$5,500.00	$5,500.00	$906.00	$906.00
Axis Detect			$15,000.00	$0.00	$15,000.00	$0.00
Direct Wide Area Network (WAN) connection support		1	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Third Party Meter Support			$5,000.00	$0.00	$5,000.00	$0.00
Water						
Water Module Support (includes Site License for Route Manager)		1	$10,000.00	$10,000.00	$6,000.00	$6,000.00
Gas						
Gas Module Support (includes Site License for Route Manager)			$10,000.00	$0.00	$10,000.00	$0.00
Demand Response (DR) / Home Area Network (HAN)						
Base License Fee: Home Area Network (HAN) Support		1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
DR Element / Device Fee (1 - 500,000)			$1.00	$0.00	$0.75	$0.00
DR Element / Device Fee (500,000+)			$0.75	$0.00	$0.75	$0.00
Distribution Automation (DA)						
Base License Fee: Distribution Automation (DA) Support		1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
DA Element / Device Fee (1 - 50,000)			$2.00	$0.00	$1.50	$0.00
DA Element / Device Fee (50,000+)			$1.50	$0.00	$1.50	$0.00
Secure Tunnel Server Gateways (0 - 50)			$25,000.00	$0.00	$25,000.00	$0.00
Secure Tunnel Server Gateways (51 - 200)			$35,000.00	$0.00	$35,000.00	$0.00
Secure Tunnel Server Gateways (200+)			$50,000.00	$0.00	$50,000.00	$0.00
Custom SW Development / Modules / Interfaces / Stand Alone						
Route Manager		1	$0.00	$0.00	$1,100.00	$1,100.00
EA Inspector Manager		1	$0.00	$0.00	$1,100.00	$1,100.00
Subtotal - AMI Software License Fees (SLA)				$179,500.00		$99,106.00
Credit for previously paid license fees						($99,106.00)
Total - AMI Software License Fees (SLA)						$0.00

EnergyAxis System Maintenance Fees		Qty	List Price	Total		
Base System						
Standard Support: 9x5	20%	1	$35,900.00	$35,900.00		
Standard Support: 12x7	27%		$48,465.00	$0.00		
Standard Support: 24x7	34%		$61,030.00	$0.00		
Optional On-Call Emergency Support	5%		$8,975.00	$0.00		
Equipment Maintenance Fee: EA_Inspector / EA_Installer Handheld		6	$895.00	$5,370.00		
Annual Increase Provision	4%	1	$41,270.00	$1,650.80		
Total - EnergyAxis System Maintenance (SMA)				$42,920.80		

EXHIBIT C

ENERGYAXIS® MANAGEMENT SYSTEM (EA_MS)

SYSTEM MAINTENANCE AGREEMENT

THIS SYSTEM MAINTENANCE AGREEMENT (this "Agreement") is made and entered into effective this 24th day of June, 2014 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster" or "Licensor"), and City of Santa Clara California, a chartered California municipal corporation, with offices at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City" or "Licensee").

Licensor will provide system maintenance services ("System Maintenance Services") for the Program licensed to Licensee pursuant to that certain EnergyAxis Management System License Agreement (the "System License Agreement") executed between the parties and described herein and in Appendix 1 of the System License Agreement. Capitalized terms in this System Maintenance Agreement not otherwise defined shall have the meaning set forth in the System License Agreement. The terms and conditions of the System License Agreement shall govern Licensee's use of the Program.

1 DEFINITIONS

Casual Consulting — Includes telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including:

a) General support regarding proper utilization of the applicable Program
b) Assistance with Licensor's user documentation and technical manuals provided with the Program
c) Guidance on the Program's intended, normal use

Technical Support — Includes support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including:

a) Technical assistance specific to the operation of the Program
b) Diagnosis and troubleshooting
c) Attempted replication of errors reported by Licensee. Licensor shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error.
d) Remote installation of the applicable Program and Software/Firmware Upgrades
e) Over the Air (OTA) upgrades of EnergyAxis network devices, meters and nodes, or upgradeable devices.

Error — For purposes of this System Maintenance Agreement, an "error" shall mean either:

a) a material nonconformity to the then-current applicable specifications; or
b) a defect which materially impairs use.

2 TERM AND RENEWAL

The term of this System Maintenance Agreement shall begin on the Effective Date and shall continue until December 31st of the then current calendar year (the "Initial Term"). Thereafter, this System Maintenance Agreement shall automatically renew for successive one-year terms (each a "Renewal Term") unless the Agreement is terminated by either party by written notice to the other party sixty (60) days prior to the end of the then-current term with such termination to be effective upon completion of such term.

To ensure that the Agreement meets the needs and expectations of Licensor and Licensee, the parties agree in good faith to review this Agreement not less than annually and if warranted and mutually agreed upon, to make adjustments in the Agreement, including prices, to be consistent with evolving industry practices and the needs of the parties.

If for any reason this Agreement should lapse, the Licensee may reinstate lapsed support and maintenance upon payment of 150% of the support and maintenance fees in arrears, and all costs invoiced by Licensor on a time and materials basis for updating Licensee's Program to the then-current version.

3 SUPPORT SERVICES

System Maintenance Services shall consist of the following:

3.1 Software Updates

Software Updates include:

a) **Major Release** - Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0). Software upgrade fees will apply to Major Releases.
b) **Minor Release** - Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.
c) **Maintenance Release** - Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
d) **Patch** - Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.

Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

Updates apply to the program and modules originally licensed.

Licensor will specify any Third Party Software that Licensee is required to have for each Software Upgrade.

To the extent Software Updates contain new Third Party Software, Licensee agrees to comply with all license terms associated with such software. Licensor shall notify Licensee of new Third Party Software when Software Updates are distributed, and Licensee's installation and use of Software

Updates shall be deemed Licensee's acceptance of Third Party Software license terms, and Licensee's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of this System License Agreement, Third Party Software license terms shall control with respect to the Third Party Software.

3.2 Firmware Updates

Firmware updates include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Elster as required. Firmware Updates are categorized as:

a) **Firmware Functional Upgrades** - Firmware Functional Upgrades include significant functional changes. Functional upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Elster

b) **Firmware Maintenance Updates** - Firmware Maintenance Updates are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).

3.3 System Support

System support is available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1). With each new release of the Program, the version purchased by the Licensee will age by (-1).

Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support will be limited to Severity 1 issues defined in Appendix C-3 while allowing Licensee time to complete Program upgrades. Version N-3 signifies the Program has reached end of life support, and thus no longer supported by the Licensor. Licensee must upgrade its Program to continue system support.

The parties may amend this System Maintenance Agreement to add additional Modules licensed by Licensee, subject to additional System Maintenance Fees and terms. Licensor reserves the right to commercialize uniquely new features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the parties.

Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of the Licensee. Licensor will provide support for embedded software within the EA_MS Program, subject to third-party support terms to which Elster is party.

Licensor offers the following levels of Support.

a) **9 x 5 Support**
Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, Eastern Standard Time or Eastern Daylight time as applicable, except for Licensor holidays.

b) **12 x 7 Support**
Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM, Eastern Standard Time or Eastern Daylight time as applicable, including Licensor holidays. Alternate hours are available for an additional fee.

c) **24 x 7 Support**
Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM, and technical support 8:00 PM - 8:00 AM Eastern Standard Time or Eastern Daylight time as applicable, including Licensor holidays.

d) **Emergency On-Call Support**
Available for a Severity 1 issues, as defined in Appendix C-3, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Licensee. Emergency on call support is available 7 days a week, including Licensor holidays. Emergency calls are directed to a Licensor support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Licensor's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Appendix C-1.

Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Licensor's availability schedule will be communicated to the Licensee as soon as reasonably possible.

Licensor shall use commercially reasonable efforts to resolve replicated errors by providing: (1) reasonable work arounds; (2) a change to the Program code; or (3) an action plan for resolving the error. Case resolution and response times will depend on the severity of the issue as defined in Appendix C-3.

3.4 Selected Support Level

Licensee must indicate the support level selected for the Initial Term of the System Maintenance Agreement by placing an "X" in the appropriate box of the "Selected Support Level" table which follows the signature block of this Agreement. To change support levels, Licensee must request such change in writing no later than October 1st of the then-current year. Licensor will approve or reject the request in writing no later than December 1st. If approved, Licensor will invoice Licensee for the new level of support, payable by December 31st of the then current year, and all approved changes will be effective as of January 1st of the next calendar year. Any change in support levels will be added as an amendment to the Selected Support Level table and to Appendix C-4.

3.5 Support Contact Information

Casual Consulting and Technical Support are available via:

a) **Toil-Free Number with Customer Specific PIN**
The EnergyAxis Software Support line, 866-554-9007 or +919-250-5717, is available 24 hours a day 7 days a week. If a call is received during Licensee's support hours and a support engineer is not available to take the call, the call will be routed to a voice mailbox. The next available support engineer will return voice messages. Calls received outside of Licensee support hours will be automatically routed to a voice mailbox. Messages received outside support hours will be returned the following support day.

b) **Email**
Email may be sent to EnergyAxis.Support@us.elster.com. Emails sent to this address are automatically routed to support engineers who will respond during Licensee's support hours. Emails received outside of Licensee support hours will be returned the following support day.

c) **Web Portal**
The Elster Support System (ESS) User Portal (http://ElsterSupport.com) can be accessed using individual login IDs provided by Technical Support. The User Portal is available 24 hours a day, 7 days a week.

3.6 On-Site Support Services

Prior to furnishing on-site support, the Licensee must present the Licensor with a written request for on-site support services, and the terms and nature of the services to be provided must be defined in a written Scope of Work signed by the parties

System Support as detailed in Section 3.3 does not include On-Site Support. For purposes of this Agreement, "On Site Support" shall occur when:

a) Licensor is requested by Licensee to arrive at a Licensee location to provide support and/or consultation services;
b) Licensor is contacted outside of contracted support hours and must, following written approval from the Licensee, travel to another location (including Licensor's site) to complete the required services; and
c) Licensor is contacted during normal contracted support hours and must, following written approval from the Licensee, travel to a separate location to complete the required services.

Any travel to Licensee's site requires prior approval of Licensor management. Any On-Site Support provided at the request or approval of Licensee shall be billed on an hourly basis at the then-current labor rates reflected in Appendix C-2, plus reasonable travel and living expenses including a 10% administrative fee. For travel outside the continental United States, travel time to site is also charged on an hourly basis per rates in Appendix C-2. On-Site Support services will be provided under Licensor's then-current standard service terms.

3.7 **Other Available Services**

The following services are not provided under this System Maintenance Agreement but are available for an additional fee:

a) Distribution or maintenance of Program Modules not listed in Appendix B-1 of the System License Agreement
b) Interpretation of Program results
c) Supply of typical or representative data
d) Assistance with computer hardware and peripheral questions not related to Program use
e) Data debugging and/or correcting
f) Services necessitated as a result of any cause other than ordinary and proper use of the Program by Licensee, including but not limited to neglect, abuse, unauthorized maintenance, or electrical, fire, water, or other damage
g) Services resulting from the failure of Licensee to provide a suitable environment for the Program or associated equipment
h) Services relating to problems caused by modifications in any version of the Program not made or authorized by Licensor
i) Services resulting from the combination of the Program with other programming or equipment, and to the extent such combination has not been approved in writing by Licensor.
j) Services relating to problems caused by communications facilities and infrastructure (telephone, etc.)

3.8 **Resolution of Helpdesk Issues**

Licensor's Technical Support will contact Licensee to ensure that a problem or issue has been resolved to Licensee's satisfaction before closing the problem report. In instances where Licensor has resolved the problem to Licensor's satisfaction but has been unable to confirm that the supplied solution is satisfactory to Licensee, Licensor will assume such solution to have been satisfactory and close the case after thirty (30) working days unless Licensee notifies Licensor to the contrary.

4 FEES

System Maintenance Fees are calculated based on the calendar year. The annual System Maintenance Fee calculation guidelines are set forth in Appendix C-1, attached hereto. To facilitate easy lookup, Appendix C-4 summarizes the then-current applicable maintenance fees incorporating maintenance fees for the original purchase of the program and all amendments due to incremental modules or services purchased

thereof. Upon the Effective Date of this Agreement or on a date as specified in an associated system contract, Licensee shall pay the then-current annual System Maintenance Fee, pro-rated based on the number of months remaining in the calendar year from the Effective Date of this Agreement. Thereafter, annual System Maintenance Fees will be invoiced in October of each year, with payment for the next year's System Maintenance due no later than December 31 of the current year. On Site Support services and any other Additional Services will be billed at the end of the month in which the services are provided. Fees for Modules licensed separately by Licensee shall be charged at purchase. Except as specifically set forth in this System Maintenance Agreement, all invoices are due net thirty (30) days from the date of invoice. Licensor will assess a late payment charge on any amount which remains unpaid after the due date, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Licensor may have at law or in equity. All System Maintenance Fees are in US dollars.

5 TERMINATION

Either party may upon written notice to the other party, terminate this Agreement and any license granted hereunder at any time and for any reason, including nonpayment or other material breach that is not cured within thirty (30) days following written notice thereof.

Within ten (10) days after the date of termination, Licensee will cease use of the Software and Third Party Software and return, or at Elster's direction, destroy all originals and copies, in whole or in part and in any form, of any Software or other Elster furnished documentation in the Licensee's possession, and will certify to the foregoing to Elster in writing

6 LIMITATION OF LIABILITY

The maximum liability of Licensor for any damages sustained by the Licensee under this System Maintenance Agreement shall in no circumstance exceed the amount of the annual maintenance fee payable by the Licensee to the Licensor for the then-current year. Neither Licensor nor its licensors of Third Party Software shall in any event be liable to Licensee for loss of revenue, profit, anticipated profit or indirect, incidental, special or consequential damages, including but not limited to, any losses to Licensee resulting from lost computer time or the destruction or damage of records, or any claims or demands made against the Licensee by a third party.

7 WARRANTY DISCLAIMER

Except as expressly provided herein, the Licensor does not make any representations or warranties under this System Maintenance Agreement whatsoever whether statutory, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade. No action, regardless of form, arising out of the transactions under this System Maintenance Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.

8 LICENSEE OBLIGATIONS

During the term of this System Maintenance Agreement, Licensee shall:

a) Obtain, install and maintain, and provide at no cost to Licensor, direct FTP and fast VPN access (access via Citrix, WebEx, VNC, etc. not acceptable) to all meters, gatekeepers, and every production, backup and test Management System servers under support to allow Licensor to perform System Maintenance for the Program from Licensor's facilities in North Carolina. Reasonable allowance will be made to adhere to Licensee's corporate security administration and monitoring policies. However, during periods when Licensor has access to

the Management System servers, access will be at the administrator level. Reasonable allowances will be made to ensure that Licensee has monitoring abilities for all activities performed on Licensee's systems. No actions will be taken on any Licensee system without Licensee's permission.

b) Allow Licensor to install as part of its standard support a Troubleshooting Tool with daily access to Licensee's secure FTP site to transfer data, thus enabling Licensor's support personnel to perform maintenance on the Licensee system effectively. Without use of the Troubleshooting Tool response and resolution times may be affected.

c) Ensure that only personnel properly trained in the operation and use of the Program and its associated equipment call Licensor for direct phone support and that such personnel have sufficient access and computer time when using such service in order to implement the corrections suggested by Licensor.

d) Allow Licensor to install all Software Upgrades within 60 days of delivery of same; provided, however, that Licensee may delay a Software Upgrade in the event of force majeure or in the event of delays beyond the control of Licensee or Licensor in corollary upgrades to third-party software or equipment. Licensee shall install or allow the install of the Software Upgrade immediately upon the cessation of the cause of delay. Reasonable delays will be accommodated to avoid impacts on Licensee's business operations, resource availability and/or IT policy compliance.

e) Perform and install all diagnostic activities and routines recommended by Licensor before requesting On-Site Support.

f) Ensure that all installed Elster Products (meters, gatekeepers, IP AxisLink, etc.) that have Longitude and Latitude attributes contain the correct geographic coordinates. Troubleshooting will not be performed by Elster for devices that do not have corresponding geographic information in the Energy Axis Management System.

g) Ensure a proper Program environment is maintained and that Licensee's personnel who have access to the Program are properly trained in the operation and usage of the Program and the associated equipment.

h) Provide adequate safeguards for the protection of Licensee's data and files while System Maintenance is being performed on the Program.

i) Issue any purchase orders that might be required by Licensee's business processes to honor the payments obligated by this Agreement.

j) Maintain the Management System servers consistent with industry standards on end of life planning for server systems. Licensor's general recommendation is that Licensees plan for server replacements on a 3 year cycle to consider hardware and OS obsolescence and to provide latest generation servers to support new features provided in Program releases provided as a part of this Agreement.

k) Maintain the Supported System and the operating system software defined in Appendix B-1 of the System License Agreement. Licensor will specify the third party software and version thereof required for each Software Upgrade or release.

l) Licensee shall monitor overall system performance such as disk space, CPU, memory usage, etc

m) Prevent the unauthorized use or copy of binary data used in virtual deployments of EA_MS systems..

9 DATA BACKUP

Licensee shall be solely responsible to ensure that all of its files and data are adequately duplicated or documented, and Licensor shall in no way be responsible for Licensee's failure to do so, nor for the costs or expenses of reconstructing data which are lost, destroyed or otherwise damaged or rendered useless

during the course of or as the result of the performance of any services under this System Maintenance Agreement.

10 CONFIDENTIALITY

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. To the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that are made as part of such Party's routine systems back-up procedures.

Notwithstanding the foregoing, Licensor shall be entitled to disclose to a third party licensor of any Third Party Software (a) the fact of this Agreement (including the identity of Licensee) and (b) audit results with respect to Licensee's compliance with the Third Party Software terms of this Agreement. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

11 FORCE MAJEURE

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

12 ASSIGNMENT

Neither this Agreement nor any interest under this Agreement shall be assigned by Client without the prior written consent of Elster, except that either Party may assign this Agreement without prior consent in connection with a sale of controlling interest in the capital stock or other equity interest of such Party, a sale of all or substantially all of the assets of such Party, or pursuant to a merger or consolidation. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

If to Licensee	If to Elster
City of Santa Clara	Elster Solutions, LLC
Silicon Valley Power	208 S Rogers Lane
Director of Electric Utility	Raleigh, NC 27610
1500 Warburton Avenue	ATTN: Contracts Department
Santa Clara, CA 95050	ContractsDept@us.elster.com

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

14 AMENDMENT AND ENFORCEMENT

This System Maintenance Agreement, including the Appendices attached hereto, contain the entire understanding of the parties with respect to the matters herein. This System Maintenance Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof shall be affected, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted herein. If Licensee issues a purchase order or other document that purports to define System Maintenance other than as set forth in this System Maintenance Agreement, it is agreed that the terms and conditions of any such purchase order shall have no application or effect, and that the provisions of this System Maintenance Agreement shall continue to control matters related to the provision of System Maintenance. Either party's failure to exercise any right under this System Maintenance Agreement shall not constitute a waiver of any other terms or conditions of this System Maintenance Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

15 HEADINGS

The headings and captions herein shall not be considered for purposes of interpretation or application, and are furnished for convenience only.

16 SURVIVAL

The provisions of Sections 1, 2, 6, 7, 9, 12, and 13 shall survive the cancellation, expiration or termination of this Agreement.

17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the choice of law or conflicts of law rules of any jurisdiction. The Parties agree that all causes of action against either Party under this Agreement shall be brought solely and exclusively in the State Courts of the State of California, or the U.S. District Court for California.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

CITY OF SANTA CLARA		**ELSTER SOLUTIONS, LLC**	
By		By	
Printed name	Julio J. Fuentes	Printed name	Robert Hess
Title	City Manager	Title	VP Contracts and Proposals
Date	6/30/14	Date	6/2/2014

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

Lindsay Beavers
for **LINDSAY BEAVERS, DEPUTY CITY ATTORNEY**

ATTEST:

Jennifer Yamaguma
City Clerk

SELECTED SUPPORT LEVEL

Support Level	Description	Support Level Selected (Place an "X" in the appropriate box)
9 × 5	Customer Support Mon-Fri, from 8 AM to 5 PM Eastern Time except designated Licensor holidays*	X
12 × 7	Customer Support 7 days a week, from 8 AM to 8 PM Eastern Time*	
24 × 7	Customer Support 24 hours a day, 365 days a year*	

Optional Emergency on-call	Customer Support from 8 PM to 8 AM Eastern time for customers on 9x5 or 12x7 support for Severity 1 issues	

* Reference Support Level Services table below for list of services available

SUPPORT LEVEL SERVICES

<table>
<tr><th></th><th>9x5, 12x7 and 24x7
8 AM to 5 PM
Mon-Fri</th><th>12x7 and 24x7
8 AM to 8 PM
7 days/week</th><th>24x7
8 PM to 8 AM
7 days/week</th></tr>
<tr><td>Severity 1 issues</td><td>✓</td><td>✓</td><td>✓</td></tr>
<tr><td>System upgrades/patches</td><td>✓</td><td>✓</td><td rowspan="10">Not supported during overnight hours</td></tr>
<tr><td>Gatekeeper upgrades</td><td>✓</td><td>✓</td></tr>
<tr><td>Severity 2 issues</td><td>✓</td><td rowspan="8">Not supported during extended hours</td></tr>
<tr><td>Severity 3 issues</td><td>✓</td></tr>
<tr><td>Meter upgrades</td><td>✓</td></tr>
<tr><td>Managed services</td><td>✓</td></tr>
<tr><td>Casual consulting</td><td>✓</td></tr>
<tr><td>Status updates</td><td>✓</td></tr>
<tr><td>Integration support</td><td>✓</td></tr>
</table>

All times Eastern

APPENDIX C-1

YEARLY SYSTEM MAINTENANCE AGREEMENT FEES

1 SYSTEM MAINTENANCE FEE FOR EACH OPERATIONAL SYSTEM

The system maintenance fee is structured based on the level of support desired by the Licensee, total system size and optional services purchased by the Licensee. The table below describes the structure for system maintenance fees for the EnergyAxis Management System.

The percent of license fees is determined by the desired support level. Total list license fee includes licenses for all programs, system, modules, endpoints, interfaces and custom integrations purchased by the Licensee as defined in the latest amendment to the Licensor System License Agreement or customer statement of work.

Support Level	Support Fees	Optional Emergency On-call Support
9 x 5	20% of SLA List Fees	5% of SLA List Fees per annum in addition to Standard Support, and per call fee of $1000 for first hour, $500/hr for each subsequent hour or part thereof
12 x 7	27% of SLA List Fees	
24 x 7	34% of SLA List Fees	

A support level of 12 x 7 or 24 x 7 is mandatory for Advanced and 24 X 7 for Enterprise tier Licensees, as defined in the EnergyAxis System License Agreement.

It is highly recommended that customers with DA support have 24 X 7 SMA support.

2 FUTURE MODULES AND APPLICATIONS

Additional System Maintenance fees for new modules or applications will be determined at time of purchase.

3 ANNUAL INCREASE PROVISION

Licensor reserves the right to increase the annual SMA fee at the time of annual renewal each year after the 1st complete calendar year by the greater of 4% or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average. The CPI-U adjustment rate will be determined by comparing the percentage difference between the CPI-U in effect for the base twelve month average (October through September); and each (October through September) 12 month average thereafter. The percentage difference between the two CPI-U issues will be the adjustment rate.

4 OPTIONAL SYSTEM RETRAINING

Licensee with a current System Maintenance Agreement can purchase optional system retraining for 1 week under the following fee structure. Training requests will be accepted subject to Licensor's resource availability.

a) Training at Licensor's Facility in Raleigh, NC: $10,000 plus $250 per set of printed materials (limited to a maximum of nine students in one training session)
b) Training at Licensee's Facility: $15,000 plus travel and living and $250 per additional set of printed materials (limited to a maximum of nine students in one training session).

5 MAINTENANCE FEE FOR SYSTEMS INTEGRATION/BILLING CONVERSION PROGRAM SUPPORT

An annual fee will be charged for maintenance of Licensor developed interfaces and systems integration, to maintain compatibility with future releases of Energy Axis Management system and customer enterprise system(s). These fees are determined at the time the integration is scoped and quoted, but are a minimum of 20% of initial development cost to Licensee.

6 DATABASE REFRESH ON NON-PRODUCTION SERVERS

Database refresh on test and backup systems requested by the Licensee are not part of the routine upgrade process, thus an additional maintenance fee will apply. The effort will be scoped based on the size of the database (usually 4 - 6 hrs for an Advanced system), at the then current fee for a Support Engineer as defined in Appendix C-2. For Advanced and Enterprise tier support, one database refresh during upgrade of a production or test system, and one during production cut-over is included.

7 PRICING NOTES

System maintenance must be purchased for ALL of the Licensee's Management Systems (operational, backup and test) and the levels of coverage for all the Systems must be the same.

SMA support for any of Licensee's systems is only available if the all of the applicable license fees have been paid (including any incremental backup and/or system Software License fees), the system(s) installed and all of the Licensee's systems are under an active and paid SMA.

If Elster is responsible for Tier 1 support of third party WAN or MDM solutions, additional SMA fees will apply.

APPENDIX C-2

EA_MS Server System Maintenance Agreement

Professional Services Request Form

To:	ATTN:	Date:
Elster Solutions, LLC 208 S Rogers Lane Raleigh, NC 27610	Systems Support Manager Fax: (919) 250 5439	

Work requested by customer: (Attach additional page(s) if more space is required)

Rates: The rates quoted below apply to work initiated in calendar year 2014 and completed within one (1) year. Rates are for labor only and DO NOT include travel and living expenses.

Professional service roles	Hourly rate	Service Description
Program Manager	$220	Project Management Office for large scale and turn key projects, including projects involving multiple vendors
Project Manager	$180	Assemble the project team, develop and execute the project schedule, report weekly status, and acquire the appropriate resources necessary to resolve issues
Business Process Specialist	$250	Technical expertise for business process analysis re-engineering and integration scoping for Enterprise AMI integration
Integration Developer	$180	Develop software to integrate Enterprise business applications
IT architect	$170	Technical expertise to ensure that the network elements, metering end points and hardware interfaces of the AMI system deployed function as intended to meet the specified AMI system requirements and configuration of network to meet Licensee's Enterprise IT Requirements
Field Service Engineer	$170	Field installation coordination and field trouble shooting
Database Administrator	$170	Assistance with database management, optimization and migration
Support Engineer	$160	Assistance with maintenance services outside the scope
Logistics Coordinator	$145	Coordination of equipment and material delivery logistics
Test Engineer	$140	Definition and execution of system acceptance test of Licensor approved system configuration

Unless otherwise stated herein, Service prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). "Time" is on-the-job plus travel time to and from the job site from the regularly assigned office location. "Time" starts and ends at the person's regularly assigned office location unless otherwise agreed upon prior to the start of work. Overtime, Saturday hours will be billed at one and one half (1 ½) times the hourly rate; Sunday will be billed at two (2) times the hourly rate and holiday hours recognized by Licensor will be billed at three (3) times the hourly rate. Minimum billable time per person will be four (4) hours.

Send Invoices To:

Company: _____

Address: _____

City, State ZIP: _____

ATTN: _____

Telephone No.: _____

Customer Authorized Representative

_____
Printed Name

_____
Signature Date

Request Received by Elster **Enter Time Tracking System Task Name**

All services and products delivered under this request are governed exclusively by Elster Solutions, LLC General Terms and Conditions.

APPENDIX C-3

SEVERITY OF CUSTOMER CASES AND RESOLUTION TIMES

When customers open a case in the Elster Support System (ESS) User Portal, they can specify a priority of the problem. This will guide the support team about the actions to take when the case is assigned to a support analyst. Priorities will determine the urgency with which a support engineer needs to start investigating the problem.

1 SEVERITY 1 ISSUES

System is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include:

a) EA_MS hangs
b) Can't login to GUI
c) Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning.
d) Integration application fails (if provided by Licensor)
e) Database needs to be recovered from a backup copy (system fail over)

In addition to opening a case, the customer shall report Severity 1 issues via the EnergyAxis support line (866-554-9007) using the customer specific PIN.

2 SEVERITY 2 ISSUES

Loss of some functionality (not included in Severity 1) or partial loss of data. Defects do not stop system operation, do not preclude users from performing their tasks, and/or may partially impact data integrity (i.e. less than Severity 1). There may be a work around, but implementing the work around is unacceptably time consuming and will adversely affect Licensee's ability to conduct normal system production activities. Examples include:

a) Non-billing schedule is running with low performance
b) GIS application does not work
c) Marriage File import fails
d) CIS import fails
e) Sudden change in number of orphaned nodes
f) Partial data loss (Cannot read a EA_Gatekeeper or a meter - excluding WAN issues)
g) Data is corrupt
h) Application has limited capability

Severity 2 cases shall be reported using the ESS User Portal. Additional telephone and/or email notification to Licensor Support is advisable but not required.

3 SEVERITY 3 ISSUES

Defects do not impact effective system operation, or have minimal effect on the system or licensee's business process. An appropriate workaround is available. Unless expressly agreed, defects will generally be resolved in Licensor's next maintenance release. Examples include:

a) Request missing marriage file
b) Explain feature functionality (like daily DR, HHF)
c) Request software upgrades

d) Request firmware upgrades
e) Request any other Elster Managed Services

Severity 3 cases shall be reported using the ESS User Portal

4 RESPONSE TIME / RESOLUTION

The priority of a case governs the expected response time for resolution. Resolution times are as follows:

4.1 **Severity** 1

a) Response time
Licensor will acknowledge the customer call reporting such problems by phone or email within one hour of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Licensor will acknowledge the call the following business day.

b) Problem resolution
Licensor will make commercially reasonable best efforts to start investigating the problem immediately after acknowledgement and attempts to fix the problem or provide a work around solutions as soon as reasonably possible.

4.2 **Severity 2**

a) Response time
Licensor will acknowledge such notice within six hours of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Licensor will acknowledge the call the following business day.

b) Problem resolution
Licensor will make commercially reasonable effort to start investigation the problem within a business day of acknowledgement, and will provide a solution in the form of workaround or documentation clarification, as soon as reasonably possible.

4.3 **Severity 3**

a) Response time
Licensor will acknowledge such notice within one business day.

b) Problem resolution
Licensor will work on the case as time permits. Implementation of the solution may be in the form of a workaround or documentation clarification. Generally, fixes for non-critical errors are addressed in a future scheduled EA_MS release.

APPENDIX C-4

SYSTEM MAINTENANCE FEES SUMMARY

This appendix summarizes the system maintenance fees derived from the system license fees in Appendix B-4 of the System License Agreement at the time of the original purchase, and will be amended as necessary to reflect any changes to the License or maintenance configuration after the initial purchase.

EnergyAxis Premiere License and Maintenance fee Calculation

EnergyAxis System License Fees		Qty	List Price	Total	Discount Price	Ext. Price
Base System						
EnergyAxis Premier		1	$75,000.00	$75,000.00	$35,000.00	$35,000.00
Additional Backup / Test System		2	$27,000.00	$54,000.00	$15,000.00	$30,000.00
Virtualization		1	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Incremental AMI/AMR endpoint license fees (per 2,500 unit bundle)		1	$5,500.00	$5,500.00	$906.00	$906.00
Axis Detect			$15,000.00	$0.00	$15,000.00	$0.00
Direct Wide Area Network (WAN) connection support		1	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Third Party Meter Support			$5,000.00	$0.00	$5,000.00	$0.00
Water						
Water Module Support (includes Site License for Route Manager)		1	$10,000.00	$10,000.00	$6,000.00	$6,000.00
Gas						
Gas Module Support (includes Site License for Route Manager)			$10,000.00	$0.00	$10,000.00	$0.00
Demand Response (DR) / Home Area Network (HAN)						
Base License Fee: Home Area Network (HAN) Support		1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
DR Element / Device Fee (1 - 500,000)			$1.00	$0.00	$0.75	$0.00
DR Element / Device Fee (500,000+)			$0.75	$0.00	$0.75	$0.00
Distribution Automation (DA)						
Base License Fee: Distribution Automation (DA) Support		1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
DA Element / Device Fee (1 - 50,000)			$2.00	$0.00	$1.50	$0.00
DA Element / Device Fee (50,000+)			$1.50	$0.00	$1.50	$0.00
Secure Tunnel Server Gateways (0 - 50)			$25,000.00	$0.00	$25,000.00	$0.00
Secure Tunnel Server Gateways (51 - 200)			$35,000.00	$0.00	$35,000.00	$0.00
Secure Tunnel Server Gateways (200+)			$50,000.00	$0.00	$50,000.00	$0.00
Custom SW Development / Modules / Interfaces / Stand Alone						
Route Manager		1	$0.00	$0.00	$1,100.00	$1,100.00
EA_Inspector Manager		1	$0.00	$0.00	$1,100.00	$1,100.00
Subtotal - AMI Software License Fees (SLA)				$179,500.00		$99,106.00
Credit for previously paid license fees						($99,106.00)
Total - AMI Software License Fees (SLA)						$0.00

EnergyAxis System Maintenance Fees		Qty	List Price	Total		
Base System						
Standard Support: 9x5	20%	1	$35,900.00	$35,900.00		
Standard Support: 12x7	27%		$48,465.00	$0.00		
Standard Support: 24x7	34%		$61,030.00	$0.00		
Optional On-Call Emergency Support	5%		$8,975.00	$0.00		
Equipment Maintenance Fee: EA_Inspector/ EA_Installer Handheld		6	$895.00	$5,370.00		
Annual Increase Provision	4%	1	$41,270.00	$1,650.80		
Total - EnergyAxis System Maintenance (SMA)				$42,920.80		

AMENDMENT ONE TO THE SYSTEM MAINTENANCE AGREEMENT
BETWEEN ELSTER SOLUTIONS, LLC AND CITY OF SANTA CLARA

This AMENDMENT ONE ("Amendment One") to that certain EnergyAxis SYSTEM MAINTENANCE AGREEMENT dated as of June 30, 2014 ("SMA" or "Agreement") between ELSTER SOLUTIONS, LLC, a Honeywell company and a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster" or "Licensor") on the one hand; and CITY OF SANTA CLARA CALIFORNIA, a chartered California municipal corporation, with offices at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City" or "Licensee") on the other hand, is effective as of July 15, 2025 ("Effective Date"). Elster and City are sometimes individually referred to herein as "Party" and collectively as "Parties."

WHEREAS, the Parties entered into a certain Master Agreement for EnergyAxis Management System ("Master Agreement") which was executed on or around December 8, 2010 and amended on April 24, 2012 (Amendment No. 1), October 16, 2012 (Amendment No. 2), November 13, 2013 (Amendment No 3), and June 24, 2014 (Amendment Four);

WHEREAS, the Parties entered into the SMA and a certain Elster Software License Agreement ("SLA") on December 7, 2010 and last amended on June 30, 2014, which last amended versions are attached hereto as Exhibit A to Amendment One (SMA) and Exhibit B to Amendment One (SLA) for reference, which the Parties now wish to amend;

WHEREAS, the Master Agreement terminated as of December 31, 2015 but, pursuant to their terms, both the SLA and the SMA survived said termination and remain in effect;

WHEREAS, the City now desires to upgrade EnergyAxis Management System (also known as CONNEXO NETSENSE) to CONNEXO NETSENSE 12X, and Elster has agreed to such upgrade; and

WHEREAS, the above system upgrade requires new System Maintenance Fees to be incorporated and for certain terms of the SMA to be updated.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Appendix C-1 (Yearly System Maintenance Agreement Fees) of the SMA is deleted and replaced with the attached Appendix C-1 (Yearly System Maintenance Agreement Fees), which is hereby incorporated into the SMA.
2. Appendix C-2 (Professional Services Request Form) of the SMA is deleted.
3. Appendix C-4 (System Maintenance Fees Summary) of the SMA is hereby deleted and superseded by Appendix C-1 (Yearly System Maintenance Agreement Fees).
4. Appendix C-5 (Insurance Requirements) is hereby added to the SMA, attached hereto and incorporated herein by reference.
5. Section 3.6 (On-Site Support Services) of the SMA is deleted and replaced with the following:

"3.6. On-Site Support Services

Prior to furnishing on-site support (On-Site Services), the Licensee must present the Licensor with a written request for on-site support services, and the terms and nature of the services to be provided must be defined in a written Scope of Work and authorized by the City by issuing a purchase order. Any purchase orders referencing this Agreement shall be incorporated into the Agreement by reference. For purposes of this Agreement, "On Site Support" shall occur when:

a) Licensor is requested by Licensee to arrive at a Licensee location to provide support and/or consultation services;

b) Licensor is contacted outside of contracted support hours and must, following written approval from the Licensee, travel to another location (including Licensor's site) to complete the required services; and

c) Licensor is contacted during normal contracted support hours and must, following written approval from the Licensee, travel to a separate location to complete the required services.

Any travel to Licensee's site requires prior approval of Licensor management. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.

Any On-Site Support provided at the request or approval of Licensee shall be billed in accordance with the approved scope of work and purchase order.

Licensor shall provide and maintain in full force and effect, at no cost to the City, insurance policies as set forth in Appendix C-5.

6. Section 3.7 (Other Available Services) of the SMA is deleted and replaced with the following:

"3.7. Other Available Services

The following services are not provided under this System Maintenance Agreement but are available for an additional fee (Additional Services). The Licensee must present the Licensor with a written request for other available services, and the terms and nature of the services to be provided must be defined in a written Scope of Work and authorized by the City by issuing a purchase order. Any purchase orders referencing this Agreement shall be incorporated into the Agreement by reference.

a) Distribution or maintenance of Program Modules not listed in Appendix B-1 of the System License Agreement.

b) Interpretation of Program results.

c) Supply of typical or representative data.

d) Assistance with computer hardware and peripheral questions not related to Program use.

e) Data debugging and/or correcting.

f) Services necessitated as a result of any cause other than ordinary and proper use of the Program by Licensee, including but not limited to neglect, abuse, unauthorized maintenance, or electrical, fire, water, or other damage.

g) Services resulting from the failure of Licensee to provide a suitable environment for the Program or associated equipment.

h) Services relating to problems caused by modifications in any version of the Program not made or authorized by Licensor.

i) Services resulting from the combination of the Program with other programming or equipment, and to the extent such combination has not been approved in writing by Licensor.

j) Optional system retraining

Any Additional Services provided pursuant to a purchase order shall be billed in accordance with the approved scope of work and purchase order.

7. Section 4 (FEES) of the SMA is deleted and replaced with the following:

"4. SYSTEM MAINTENANCE FEES

4.1 Fees: Upon the effective date of Amendment One, Licensor shall invoice the annual System Maintenance Fees in accordance with Appendix C-1. Such fees shall be prorated for the period ending December 31 and Licensor shall credit Licensee for any fees already paid for the same period. Thereafter, the annual System Maintenance Fees will be invoiced in October of each year, with payment for the next year's System Maintenance Fees due no later than December 31 of the current year.

4.2 Fees for modules licensed separately by Licensee, fees for onsite support services, and fees for any other additional services shall be subject to the process in Section 3.6 and 3.7 or a separate agreement between the Parties.

4.3 Except as specifically set forth in this System Maintenance Agreement, all invoices are due net thirty (30) days from the date of invoice. Licensor will assess a late payment charge on any amount which remains unpaid after the due date, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Licensor may have at law or in equity. All System Maintenance Fees are in US dollars."

8. Section 10 of the SMA (CONFIDENTIALITY) is deleted and replace with the following:

"10.1 Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information") except that pricing information shall not be deemed Confidential Information. The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its

best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

10.2 The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. To the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that are made as part of such Party's routine systems back-up procedures.

10.3 If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party’s sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party’s expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

10.4 Notwithstanding the foregoing, Licensor shall be entitled to disclose to a third-party licensor of any Third Party Software (a) the fact of this Agreement (including the identity of Licensee) and (b) audit results with respect to Licensee's compliance with the Third Party Software terms of this Agreement. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

10.5 Data Rights: Licensee retains all rights (including without limitation intellectual property rights) that Licensee already holds in data and other information that Licensee or persons acting on Licensee´s behalf input, upload, transfer or make accessible in

relation to, or which is collected from Licensee or third-party devices or equipment as a result of, the System Maintenance ("Input Data"). Any personal data of Licensee contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Licensor and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Licensor and are Licensor´s Confidential Information. This section survives termination of this Agreement. Notwithstanding anything to the contrary herein, Input Data shall be deemed not to include Licensee's name, nicknames, logos, colors, artwork, trademarks, trade names, service marks, trade dress, and/or other identifying features and/or any of Licensee's Confidential Information. Licensor and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Licensee. Any personal data of Licensee contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Licensor and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Licensor and are Licensor´s Confidential Information. This section survives termination of this Agreement."

9. Section 13 of the SMA is hereby amended by replacing the contact information contained therein with the following:

If to City:
City of Santa Clara, California
Attn: City Manager
1500 Warburton Avenue
Santa Clara, California 95050
manager@santaclaraca.gov with
copy to svpcontracts@santaclaraca.gov

If to Elster:
Elster Solutions, LLC
Attn: Dionne Hamilton
General Counsel, Smart Energy & Thermal Solutions
2101 City West Blvd. Houston, TX 77042

10. Section 18 (SANCTIONS LAWS) is added to the SMA to read as follows:

"As applicable, each party is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as reasonably needed. Relating to the entry into and performance pursuant to this Agreement, Licensee will comply with all sanctions laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("**Sanctions Laws**"). Licensee will not sell, export, re-export, divert, use or otherwise transfer, any Licensor products, technology, software, or proprietary information: (**i**) to or for any Sanctioned Persons or Sanctioned Jurisdictions; or (**ii**) for purposes prohibited by any Sanctions Laws. Licensee agrees that Licensor may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without Licensor incurring any liability. For the purpose of this paragraph, "Sanctioned Persons" are defined as any individual or entity: (**1**) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral

Sanctions Identifications List ("**SSI List**"), and the sanctions lists under any other Sanctions Laws; (**2**) organized under the laws of, ordinarily a resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC ("**Sanctioned Jurisdictions**"); and/or (**3**) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing."

11. Section 19 (ADDITIONAL PROVISIONS) is added to the SMA to read as follows:

19.1 If for any reason this SMA should lapse, the Licensee may reinstate lapsed support and maintenance upon payment of 150% of the support and maintenance fees in arrears, and all costs invoiced by Licensor on a time and materials basis for updating Connexo NetSense Buyer's Program to the then-current version.

19.2 Licensee may request a change in Support Level in writing no later than October 1st of the then-current year. Licensor will approve or reject the request in writing no later than December 1st. If approved, Licensor will invoice Licensee for the new level of support, payable by December 31st of the then current year, and all approved changes will be effective as of January 1st of the next calendar year.

All remaining terms of the Agreement (including without limitation its appendices/attachments attached thereto), as may have been previously amended, are unchanged and shall remain in full force and effect. In the event of any conflict between this Amendment One and the rest of the Agreement, this Amendment One shall prevail.

Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement (and shall be interpreted according to any such definition).

IN WITNESS WHEREOF, the Parties intending to be legally bound have authorized their representatives to execute this Amendment One on the date(s) indicated below.

CITY OF SANTA CLARA	ELSTER SOLUTIONS, LLC
By: _____	By: _____
Name: JŌVAN D. GROGAN	Name: HAMED HEYHAT
Title: City Manager	Title: V.P and General Manager, SETS Americas
Date: _____	Date: _____

Approved as to Form

By: _____
Name: GLEN R. GOOGINS
Title: City Attorney
Date: _____

APPENDIX C-1

YEARLY SYSTEM MAINTENANCE AGREEMENT FEES
JULY 15, 2025

1 SYSTEM MAINTENANCE STRUCTURE:

The System Maintenance Fees (as provided for in Exhibit A) is structured based on the level of support desired by Licensee, the total system size and optional services purchased by Licensee. The table below describes the structure for annual System Maintenance Fees applicable to the EnergyAxis Management System. "License List Fees" (as used in the table below) includes total licenses for all applicable programs, system, modules, endpoints, interfaces and custom integrations purchased by Licensee. As provided for in the table below, the percent used to calculate such System Maintenance Fees is determined by the desired support level. The pricing in Exhibit A (SMA) is based on the language in this section (including without limitation the table below).

Support Level	Support Fees	Optional Emergency On-call Support
9 × 5	20% of License List Fees per annum	Additional 5% of License List Fees per annum, and per call fee of $1000 for first hour and $500/hr. for each subsequent hour or part thereof.
12 × 7	27% of License List Fees per annum	
24 × 7	34% of License List Fees per annum	

It is recommended that customers with DA support have 24 X 7 support level.

2 ANNUAL INCREASE PROVISION:

For the calendar year after December 31, 2023, annual System Maintenance Fees applicable to the EnergyAxis Management System may be increased (based upon the annual System Maintenance Fees applicable to the EnergyAxis Management System for the immediately prior calendar year) by Licensor by the greater of four percent (4%) or, when comparing the most recent year's data, the annual percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average (as published at https://www.bls.gov/cpi/); provided, however, that (a) any such percentage increase will be applied to the amount equal to the amount of the annual System Maintenance Fees applicable to the EnergyAxis Management System for the immediately prior calendar year minus the amount(s) of any such prior increase(s) and (b) Licensor shall provide written notice of any such increase to Licensee at least ninety (90) days prior to the start of such calendar year.

APPENDIX C-5

INSURANCE REQUIREMENTS

Prior to commencing any of the services required under this Agreement, the Licensor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 each occurrence
   $1,000,000 general aggregate
   $1,000,000 products/completed operations aggregate
   $1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Licensor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Licensor's work for City, using Insurance

Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Licensor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the another party may possess, including any self-insurance or self-insured retention they may have. Any other insurance another party may possess shall be considered excess insurance only and shall not be called upon to contribute with Licensor's insurance.

3. Cancellation. Licensor will provide adequate notice if policy cancellation, modification or non-renewal occurs.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Licensor and Licensee agree as follows:

1. Licensor agrees to ensure that its subcontractors, who are brought onto or involved in the performance of the Services by Licensor, provide the same minimum insurance coverage required of Licensor. Licensor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Licensor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Licensor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Licensor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

F. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Licensor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Licensor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Licensor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Licensor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara
P.O. Box 100085 – S2
Duluth, GA 30096

or

Silicon Valley Power
1 Ebix Way
John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Licensor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

25-453 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00465) for 1435 Lexington Street

COUNCIL PILLAR
Promote and Enhance Economic Housing and Transportation Development

REQUEST
The current property owners, Robert Andre Hesse and Yuen Yung Tiffany Ng, request a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00465) for their property located at 1435 Lexington Street, Santa Clara. The purpose of the Mills Act Contract is to allow the property owner of a historic home to make improvements while getting property tax relief as an incentive. A final action is required by City Council prior to execution of a signed contract.

BACKGROUND
Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The proposed Mills Act Contract (Attachment 2) and supporting documents were presented to the Historical and Landmarks Commission (HLC) at a public hearing on February 6, 2025, with the previous property owners in attendance. The HLC recommended (four ayes, two absent and one recused) that the City Council approve the Mills Act Contract and adopt the Ten-Year Restoration and Maintenance Plan for 1435 Lexington Street. The staff report and minutes for the February 6, 2025, HLC meeting are attached for reference (Attachment 3 and 4).

For Mills Act Contract requests, the HLC makes a recommendation to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

DISCUSSION
The subject property is a one and a half-story single-family Queen Anne cottage style residence at 1435 Lexington Street. The structure is rectangular in form and clad in wood siding. The wood-frame building has a cross gabled hipped roof with dormers clad in asphalt shingles. Alterations were done

in 2006 and 2013 to remodel the basement, main floor, attic space, and to remove a non-historical rear addition.

An updated State of California Department of Parks and Recreation (DPR) form in the Secretary of Interior Standards for the Treatment of Historic Properties evaluation was prepared by Brad Brewster of Brewster Historical Preservation on September 12, 2024, on behalf of the applicants. The proposed project has been determined to be a historically significant resource as indicated through the DPR form evaluating the significance of the structure. The evaluation of the historical and architectural qualities of the property supports the conclusion that the property remains eligible for listing in the Historic Resources Inventory.

The draft Mills Act Contract is attached to this report along with the ten-year preservation plan (Plan) and associated exhibits. Some of the notable work that would be performed under this Plan include interior remodel, repair and replacement of exterior windows, termite fumigation, adding heating, ventilation and air conditioning, interior paint, and landscape work.

The Mills Act program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for this program, the property and/or building must be listed on either a local, State, or National register. The property must also have a plan to restore and rehabilitate the property.

The HLC in their recommendation to the City Council found that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements and the owner's 10-year preservation plan support the preservation, protection, and maintenance of a locally designated significant structure.

Pursuant to Council policy, only ten Mills Act Contracts can be approved during a calendar year. This request is the first Mills Act Contract on track for Council approval this year.

ENVIRONMENTAL REVIEW

A Mills Act Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards. Entering into the contract will result in the restoration and rehabilitation of the 1892 structure consistent with the Secretary of the Interior Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately $2,310,000 (06/30/2024 information) and the annual property tax is approximately $26,969. (2024/25 value) (Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act Contract tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated tax reduction would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest

information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of $539 to $1,888. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon transfer of ownership.

As the current Council policy allows up to ten Mills Act Contracts to be approved each year, the cumulative economic impact for multiple Mills Act contract does not significantly reduce the overall property tax income for the City.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

No public notices are required for this item. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration/Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1435 Lexington Street.

Prepared by Alex Tellez, Assistant Planner, Community Development Department
Reviewed by: Afshan Hamid, Director, Community Development Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Statement of Justification
2. Draft Mills Act Contract and Exhibits
3. Historical and Landmarks Commission Staff Report - February 6, 2025
4. Historical and Landmarks Commission Minutes - February 6, 2025

1435 Lexington St., Santa Clara, CA 95050

September 12, 2024

Historical & Landmarks Commission

City of Santa Clara

Re: Statement of Justification for 1435 Lexington St.

We began our journey of purchasing our first home in early 2020. Having grown up in the Bay Area, I knew the South Bay would be a convenient location for commuting to our jobs, so we set out to find a modest home with a yard big enough to entertain our two dogs. We eventually purchased a charming home in Northside San Jose that not only met the “dog requirement” but also had a certain presence as a craftsman style home that sat above street level. The exterior of the home gave it so much character, but, over the years, prior owners had removed most of the original features in the interior.

When we realized we’d outgrown our first home, we began the search for our next home. My wife has always loved historic homes and, having realized with our first home that this was something we both appreciated, one of the main features we were looking for was a home with character. We were also looking for a home surrounded by a close community; somewhere we could see ourselves living for at least the next decade and potentially raising a family.

When we saw the listing for 1435 Lexington, we fell in love immediately. The running joke (which is actually true) is that we submitted our offer before both of us were even able to see the house in person; only my wife was able to make the open house. That was enough and the rest, as they say, was history. We loved the large bay windows, the carved and gingerbread trim, and the presence the home has from the street. We understand that most of the interior has been altered from the original given that the house was in a dilapidated state when the prior owner bought the home, but we appreciate the period details like the high ceilings, beautiful fireplace, ceiling medallions and crown molding. We also value the fact that the house is in a historic neighborhood surrounded by other beautifully restored and maintained homes.

In the coming years, we intend to continue beautifying and upgrading our new home and making it our own. Moreover, we understand that, when we moved into 1435 Lexington and the Old Quad, we didn’t just move into our future home; we became members of a community and neighborhood, the characteristics of which can’t be maintained by one person or household alone. It takes a conscious effort from all stakeholders to do so, and submitting our application for a Mills Act Contract is our signal of our intent to do our part.

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2025, ("Effective Date"), by and between Robert Andre Hesse and Yuen Yung Tiffany Ng, owners of certain real property located at 1435 Lexington Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2025 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-023, and generally located at the street address 1435 Lexington Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on September 24, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit A” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit B” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1756 Fremont Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Robert Andre Hesse & Yuen Yung Tiffany Ng
1435 Lexington Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "B";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Robert Andre Hesse & Yuen Yung Tiffany Ng
Owners of 1435 Lexington Street

By: _____

Robert Andre Hesse & Yuen Yung Tiffany Ng
1435 Lexington Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Standards for Rehabilitation
B – Restoration Schedule

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

10 YEAR PLAN
1435 Lexington St., Santa Clara, CA 95050

Given the extensive restoration projects that were recently completed, the subject property does not require significant alterations and already possesses the historical qualities that represent the “Old Quad.” We plan to maintain the property so that it continues to embody the “look and feel” of the neighborhood and anticipate performing the following maintenance projects:

YEAR RANGE	ITEM	Description	Estimated Cost
2025 TO 2027	Strip paint from front door; restore/refinish front door.	The front door is made of solid wood. Restore the front door (i.e., remove paint) and stain the original wood grain to accentuate the door’s features.	$2,000
	Exterior lighting enhancements.	The backyard and front yard lack lighting around high traffic areas. We would also like to replace the front porch light from an aesthetic perspective. Install lighting fixtures to illuminate and enhance the home, walkways, and other landscaping details to highlight the architectural and design features of the property.	$3,000
	Enhance front and back yard landscaping; put down sod for backyard lawn.	Install drought-tolerant sod throughout the backyard. Plant environmentally-friendly flowers, shrubbery, and other plants throughout both yards. Repair drip system for both yards as water conservation measure.	$17,000
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.	TBD

2028 TO 2030	**Repair pulley systems on first floor windows.**	**Several street-facing windows on the first floor have frayed ropes for the pulley system that opens/closes the windows. Replace ropes to repair pulley system for applicable windows.**	**$10,000**
	Repaint the exterior of house.	**The home was painted 5+ years ago and certain areas of the exterior panelling already show signs of deterioration. Repaint the panels, trim pieces, and other architectural features (such as the spindlework, decorative block frieze, etc.) to make these features more vibrant and to improve the durability of the home's exterior.**	**$18,000**
	Install AC unit.	**Summers in the Bay Area are becoming increasingly hotter and with longer periods of extremely high temperatures. Install central AC throughout home to maintain indoor temperature in an energy-efficient manner.**	**$10,000**
2031 TO 2033	**Driveway improvements.**	**The driveway is currently composed of small pieces of underlying granite rock and a top layer of gold fines. The layer-by-layer composition of the driveway has eroded through the years and its messiness is a distraction from the overall "look and feel" of the home. Improve driveway to make it a more well-defined, "cleaner" feature and more conducive for water drainage and a (i.e., pavement, cement, pavers, etc.).**	**$15,000**
	Improvements to backyard wood deck.	**The wood deck is a central feature of the backyard, but the paint is showing signs of wear and tear.**	**$3,000**

		The contemplated improvements include repainting the wood deck to compliment the exterior paint, closing off the area underneath the porch to prevent rodents and other animals from being a nuisance, and adding another ingress/egress point on the deck.	
	Remove second floor carpeting; install wood flooring.	**The second floor of the property currently has carpeting installed in the master bedroom, office, and guest bedroom. However, the flooring on the entirety of the first floor (kitchen, guest bedroom, office, living room, dining room) is already wood. Remove all carpeting on second floor and install wood flooring as a way to increase congruity of features across first and second floors.**	**$15,000**
2034 TO 2035	**Replace/repair roofing.**	**The current shingle roofing will likely be needing repair during these years. Replace/repair current roof with new shingles that will compliment exterior paint and improve heat circulation throughout home.**	**$22,000**
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	**Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.**	**TBD**
	Interior and exterior improvements to garage.	**The garage is currently unfinished and used primarily for outdoor storage space. Improve garage by turning it into a functioning workspace for hobbies and entertainment. This includes installing drywall and insulation,**	**$30,000**

		renovating garage bathroom, and adding flooring.	

We also expect to perform regular maintenance projects as needs arise, including:

- Repairs to plumbing/electrical systems;
- Landscaping front yard and backyard;
- Gutter cleaning and repairs; and
- HVAC cleaning and repairs.

24-1235 **Agenda Date: 2/6/2025**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Consideration of a Historical Preservation Agreement (Mills Act Contract) (PLN24-00465) for 1435 Lexington Street.

BACKGROUND

Property owners, Jonathan J. Ye and Jessica E. Chung, request a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00465) for the property located at 1435 Lexington Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is a 7,920 square-foot lot located on the northwest side of Lexington Street between Madison Street and Jefferson Street. The residence was constructed in 1892 in the Queen Anne cottage style. The existing residence is a 3,357 square-foot, one and half-story house with four bedrooms and four bathrooms. The property has a detached two car- garage that was permitted and constructed in 1955. The property was altered in 2006 and 2013, with the interior remodeling of the basement, main floor, and attic space and the removal of a non-historical rear addition. The property has not been altered since the filing of the 2024 California Department of Parks and Recreation (DPR) forms.

The property owners submitted the requisite application, including a historic survey (DPR523A Form), a DPR523B Form, a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

For Mills Act Contract requests, the Historical and Landmarks Commission (HLC) makes a recommendation to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

DISCUSSION

A Department of Parks and Recreation (DPR) 523A Form was prepared by Brad Brewster of Brewster Historic Preservation on September 12, 2024, and the form assessed the historical significance of the property based on City (Santa Clara), State (California) and National Register

criteria. The evaluator found the structure at 1435 Lexington to be in overall excellent condition with high degree of architectural integrity except for minor alterations to the rear façade. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes exterior restoration of wood siding, painting, exterior lighting enhancements, and roofing repair. The property owners will obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance (Zoning Code Chapter 18.130).

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from CEQA environmental review requirements per CEQA Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects which have potential for causing a significant effect on the environment where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC CONTACT

There is no requirement that Mills Act Contracts are publicly noticed.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend City Council approve of the City entering into a Mills Act Contract with the property owner, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1435 Lexington Street.

Prepared by: Alex Tellez, Assistant Planner
Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

LEGAL PROPERTY DESCRIPTION

Beginning at a point on the Northerly line of Lexington Street, distant thereon 60 feet Westerly from the point of intersection of the Northerly line of Lexington Street with the Westerly line of Madison Street; thence running Westerly and along the Northerly line of Lexington Street, 66 feet; thence running Northerly and parallel with the Westerly line of Madison Street, 120.50 feet; thence running Easterly and parallel with the Northerly line of Lexington Street 66 feet; thence Southerly and parallel with the Westerly line of Madison Street 120.50 feet to the point of beginning and being a portion of Lot 3 in Block 2 South, Range 5 West of the City of Santa Clara, according to the official map thereof of record in the Office of the County Recorder of the County of Santa Clara, State of California in Book "B" of Maps, Page 103.

State of California □ The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI #
PRIMARY RECORD
Trinomial
NRHP Status Code
Other Listings
Review Code Reviewer Date

Page 1 **of** 30 ***Resource Name or #:** (Assigned by recorder) 1435 Lexington Street
P1. Other Identifier:

*__P2. Location:__ □ **Not for Publication** □ **Unrestricted**
***a. County** Santa Clara **and** (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad** San Jose West **Date** 2015 photo revised **T** 7S ; **R** 1W ; unsectioned; Mt. Diablo **B.M.**
c. Address 1435 Lexington Street City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)
Assessor's Parcel Number; 269-26-023
North side of Lexington Street between Madison and Jefferson Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
Located on the north side of Lexington Street, between Madison and Jefferson Streets in the historic "Old Quad" neighborhood of Santa Clara, the subject property at 1435 Lexington Street is a 1 ½-story, single family residence with a generally rectangular plan, a cross-gabled hipped roof with dormers clad in asphalt shingles, and is constructed of wood framing over a concrete perimeter foundation. (See Continuation Sheet, page 3)

***P3b. Resource Attributes:** (List attributes and codes) HP2 – Single Family Property

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



***P4. Resources Present:** X Building □ Structure □ Object □ Site □ District □ Element of District □ Other
P5b. Description of Photo: (view, date, accession #) Front façade view north, 8/15/2024
***P6. Date Constructed/Age and Source:** X Historic □ Prehistoric □ Both
1892 per Assessor's Records and Sanborn Maps
***P7. Owner and Address:**
Jonathan J. Ye and Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050
***P8. Recorded by:** (Name, affiliation, and address) Brad Brewster, Brewster Historic Preservation, 143 Pierce Street, San Francisco, CA 94117
***P9. Date Recorded:** 9/12/2024
***P10. Survey Type:** (Describe)
Intensive

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")
None

***Attachments:** □NONE XLocation Map XContinuation Sheet XBuilding, Structure, and Object Record
□Archaeological Record □District Record □Linear Feature Record □Milling Station Record □Rock Art Record
□Artifact Record □Photograph Record □ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

***Resource Name or #** (Assigned by recorder) 1435 Lexington Street ***NRHP Status Code** N/A

B1. Historic Name: None B2.
Common Name: None B3.
Original Use: Single-family residential B4. Present Use: Same
***B5. Architectural Style:** Queen Anne Cottage
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed in 1892 with alterations in between 2006 and 2013, which remodeled the interiors of the basement level, main floor, and attic space, removed a later non-historic rear addition and rebuilt the rear porch, reconstructed a sunporch on the east side, added two dormers on the west and north sides of the roof, and retained and preserved the majority of the front elevation details with the exception of some window replacements.

***B7. Moved?** ☐No ☐Yes ☐Unknown **Date:** _____ **Original Location:** _____ ***B8. Rela**

Two-car garage at rear of property, built 1955 and remodeled 2013

B9a. Architect: Unknown b. Builder: Unknown
***B10. Significance: Theme** Architecture **Area** Santa Clara Old Quad

Period of Significance 1892 - 1941 **Property Type** Residential **Applicable Criteria** None
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)
The parcel located at 1435 Lexington Street is a portion of a larger parcel that had originally been identified as Block 1 North, Range V West, of the original survey of the City of Santa Clara, completed in July 1866 by J.J. Bowen and recorded on August 22 of that same year. This is the survey that forms the basis for the part of Santa Clara known as the "Old Quad." At that time the eastern half of the block including the area that was to become the subject property was owned by "J.R.L." and was undeveloped. Santa Clara County deed books identify that a portion of the subject block that was to become the subject lot was property changed hands many times in the following years, and was owned consecutively by Jacob Allen (physician) and his wife, Abigail Allen, George M. Schuck (professor of music at University of the Pacific), and Zenus Sykes (farm laborer). (See Continuation Sheet, Page 16)

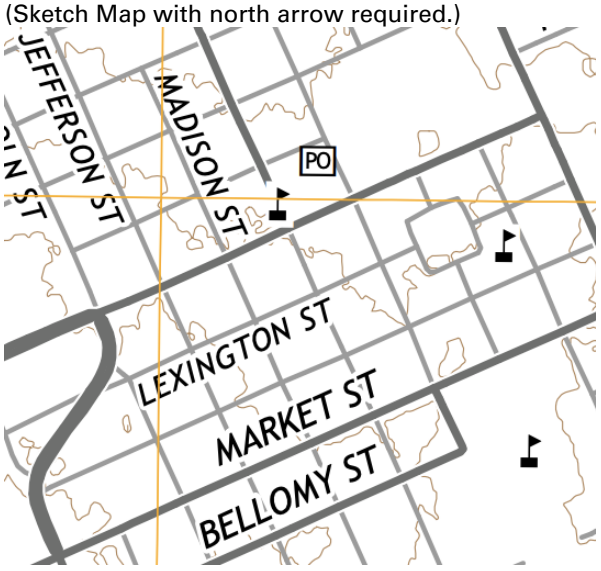
B11. Additional Resource Attributes: (List attributes and codes) HP2- Single-Family Property
***B12. References:**

See References on Continuation Sheet Page 27

B13. Remarks:

***B14. Evaluator:** Brad Brewster
***Date of Evaluation:** September 12, 2024

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

Continued from P3a. Description, on Page 1

Built in 1892, the house was designed in the Queen Anne cottage style of architecture, which was a popular style of residential architecture in the United States between 1880 and 1910. See discussion of the Queen Anne cottage style, below.

This house has a prominent front-facing gable on its southern elevation which is slightly curved or 'belled' at the bottom, and whose front and sides meet in a perfect seam. A similar gable projects from the east side. The roof pitch varies from high to medium and the roof on this residence has a high roof pitch. Composition shingles sheathe the various roof planes. The roof planes are further distinguished by molded cornices, gable returns, and moderately projecting boxed eaves. Photos of all elevations are provided in Figure 1 through 11 on the following pages.

The building sits on a raised basement about 4 feet high, elevating the first-floor living space of the house. This first-floor living space is delineated from the basement below through the use of a horizontal water table which runs around the periphery of the house. The house is clad in wide horizontal wood siding both above and below the water table. Under the cornice lies a fascia board trimmed with molding that also wraps around the periphery of the house. Vertical corner boards finish the wall ends. Both the front and side gable faces are sheathed with octagon shingles. A full-height angled bay projects from the front (south) facade and from the side (east) elevation of the house. The front angled bay features carved corner brackets and pendants set into either angled side of the bay. Projecting over a window set in an angled wall that connects the walls of the front facade and west side-elevation is a feature attached under the fascia, which consists of a spindlework frieze and a drop pendant and carved brackets, identical to brackets and pendants found over the cut-away windows found on the front angled bay.

Also located on the front (south) elevation is a front porch rectangular in plan and elevated about 4 feet from the ground level. lt has a low hipped roof, which is supported by turned posts with carved brackets. One full turned post is set at each open end of the porch and a partial turned post is located where the roof projects from the house walls. The porch is ornamented with a decorative block frieze, located between the posts and above the carved brackets on its front and (west) sides. Wood frame stairs with wood railings and turned newel posts reach the front porch from the front yard below. The stairs are centered on the front door, which consists of an original wood framed, four-panel solid wood door with a single inset pane of glass and original brass hardware. A fixed, single-pane transom window is located directly above the front door.

The windows found on the front bay on the main floor of the front (south) elevation are wood frame with double-hung sashes and one-over-one lites on the side angled bays, with a wood frame fixed sash single-lite window with a smaller fixed transom at the center of the bay. The angled side bay windows have original wavy glass panes, while central windows appears to have clear replacement glazing.



Figure 1. Primary, south-facing (front) elevation.



Figure 2. South (front) and partial east (side) elevations



Figure 3. Partial south (front) and west (side) elevations





Figures 4 and 5. Partial west (side) elevations showing lower unit entry roof detail (on left)



Figure 6. North (rear) elevation and partial west (side) elevation



Figure 6. North (rear) elevation



Figure 7. East (side) elevation





Figures 8 and 9. Detail views on east (side) elevations showing gable end fenestration and side entry



Figure 10. Two-car garage in northwest corner of subject lot looking northwest



Figure 11. View of rear yard with modern shed looking northeast

Located on the east side of the front elevation is a wood frame fixed sash window with 4-over-4 lites that is a recent replacement unit installed as part of a recently reconstructed sun porch. A single wood framed window with an awning sash and a single pane of glass is located on the basement level of the front (south) elevation, centered directly beneath the primary window bay. Centered on the front-facing gable on the second floor is a small, arched, Palladian-style window with a wood frame casement sash flanked by louvered wood attic vents.

The west (side) elevation features a newer side entry to the basement-level apartment. The entry has a steeply-pitched gable roof clad in asphalt shingles supported by two square, wood columns which shelter brick steps with a brick landing that lead to the side door, which itself consists of a solid wood frame door with two-over-four lites. Other fenestration located on the basement level of this side elevation consist of four wood framed windows with an awning sashes and a single panes of glass; all of which are newer or replacement units. Located at the southwest corner of the main floor and set into an angled bay is a single wood frame window with double-hung sashes and one-over-one lites, with carved corner brackets and pendants set into either angled side of the bay, identical those found on the front window bay. This corner window appears to have original wavy glass. Three additional wood frame double-hung sash windows with one-over-one lites can be found on this

side elevation as well; all appear to be newer/replacements. Located within a gabled dormer on the second floor and is a wood framed casement window with one-over-one lites. The dormer and the window within it is a later installation.

The rear (north) elevation features a reconstructed former rear porch that is rectangular in plan, 1.5 stories in height, has a hipped roof clad in asphalt shingles, and horizontal wood siding matching the front and sides of the house. Fenestration on this rear elevation include three wood frame double-hung sash windows with one-over-one lites, and one solid wood paneled door; all are newer/replacements. The rear door leads out to a small wood frame deck with wood railings and wood stairs which provide direct access to the rear yard. Located within a hipped dormer on the second floor of this rear elevation is a wood framed casement window with one-over-one lites. This dormer, and the one on the east side elevation, are later installations.

The east (side) elevation features a prominent side-facing gable which is nearly identical in shape and materials as the one found on the front elevation, with a curved or 'belled' shape clad in octagon shingles and a circular 'porthole' window with an awning-style operation. Centered beneath the prominent gable is large, wood frame window with double-hung sashes and one-over-one lites, flanked by two smaller wood frame windows with double-hung sashes and fixed transoms above. Each transom window consist of fixed, textured glazing with a purple hue that are partially covered by decorative fan motifs rendered in carved wood. Other fenestration on this side elevation consist of a single wood frame fixed-sash window with four-over-four lites which are part of the reconstructed sunroom/side porch, a wood framed side door with two-over-four panes which provides access from the sunroom/side porch to the side yard, and a pair of wood frame double-hung windows with three-over-one lights. At the basement level are three wood framed windows with an awning sashes and a single panes of glass. All of the fenestration on this side elevation save for those found beneath the side gable are newer or replacement units. This east (side) elevation also contains a newer wood frame set of stairs, railing, and decking that provides access from the side door to the side yard below.

Located in the northeast corner of the property is a two-car garage with a square in plan and a shallow-angle front gable roof clad in asphalt shingles with enclosed eaves. Constructed of wood framing over a concrete slab foundation, the garage features horizontal wood siding and wood trim similar to that found on the house. Two wood frame sliding doors hang from metal tracks on the primary, south-facing elevation of the garage. A fixed, circular 'porthole' window is centered near the peak of the gable end of the garage. Other fenestration located on the east elevation of the garage consist of two vinyl frame double-hung windows with 'snap-on' grids and a

single vinyl frame pedestrian door; all of which appear to be newer/replacement units. The garage itself is

Decorative landscaping is primarily found on the front (south) side of the house, consisting of two ornamental Japanese maples and a series of rose bushes and other flowering shrubs set in a bed of redwood bark. A concrete path leads straight from a gate in the picket wood fence to the front steps. This path intersects with a curvilinear concrete path that provides access to the east side yard. A low picket fence encloses the front yard and runs along the sidewalk parallel to Lexington Street. A redwood fence with a gate can be found on the east side of the yard. Other landscaping can be found along the east side yard, consisting of two mature fruit trees, rose bushes set in redwood bark along the east side redwood fence, and a concrete and flagstone patio. All of the front and east (side) yard landscape and hardscape materials appear to have been installed in the last year. The rear yard consists primarily of disturbed earth and weeds. A small, modern wood framed storage shed with a shed roof is located in the extreme northeast corner of the rear yard. The west side yard consists primarily of a graveled driveway with concrete curbs that lead to from the front sidewalk to the garage at the rear of the property. A newer redwood fence with a wide, vehicular double-door entry gate is attached to the west (side) elevation of the house and provides separation from the front and rear yards.

Visible Alterations

Visible alterations as well as those identified through building permit research are primarily restricted to the building's fenestration rather than its plan or materials. Newer replacement windows include all basement-level awning sash windows, the wood frame four-over-four lite windows on the south and east corner of the building in the location of the reconstructed sunroom/side porch, two windows on the side (east) elevation, and all fenestration on the rear (north) elevation. The dormers on the west and north elevations of the roof are newer installations, as are the casement windows contained within them. The entry to the basement-level apartment on the west (side) elevation, including the gable roof, brick steps, and entry door, are all newer construction. The former rear porch has been enclosed reconstructed in the same form and dimensions as the original rear porch, and a newer rear deck and staircase is attached to the north elevation of the (former) rear porch. The two-car garage in the northwest corner of the lot is a later (1955) construction with more recent alterations to its siding, roofing, and fenestration.

Queen Anne Cottage Style of Architecture

According to Virginia McAlester's Field Guide to American Houses (2013), the Queen Anne style (1880-1910), was a transitional style that linked the

preceding Stick (1860-1890) with the subsequent Colonial Revival, which supplanted it after about 1910. Larger two-and-three-story versions were simply referred to as 'Queen Anne,' while smaller one and one-and-a-half-story houses were called 'Queen Anne Cottages.' The style owed its popularity to the public's enthusiastic embrace and the pattern books and mail order house plans that allowed them to build a Queen Anne House. The style started in the east, where it was more restrained, then moved southward and westward, increasing its dominance with California having some of the most elaborate examples. The Queen Anne style uses wall surfaces as primary decorative elements. ln order to avoid plain flat walls this style used bays, towers, overhangs and wall projections and to avoid flat walt surfaces, differing wall textures were the hallmark of Queen Anne houses. These include the use of patterned shingles, spindlework, cutwork and Eastlake decorative detailing. One of the characteristics of the Queen Anne style's subtype is identified as "Hipped Roof With Lower Cross Gables" or cross-gabled hipped roof. The roof planes are further distinguished by molded cornices, gable returns, and moderately projecting boxed eaves.[1]

Neighborhood Description

The subject property is located in the 'Old Quad' neighborhood of central Santa Clara, consisting exclusively of one- and two-story, single-family residences built between approximately 1890 and 1938, and designed in a wide variety of architectural styles that were popular during that period. Seven of these residences, including the subject building, are listed on the Santa Clara Historic Resources Inventory (HRI), and four have Mills Act (MA) contracts on them. **Figures 12** through **18** on the following pages show the residences on the north and south sides of Lexington Street between Madison and Jefferson Streets.

[1] Virginia McAlester, *Field Guide to American Houses*, updated 2013.



Figure 12. 1409 Lexington Street immediately east of subject property. Queen Anne Cottage built 1895 (HRI and MA).



Figure 13. 1451 Lexington Street immediately west of subject property. Craftsman style built c.1915 (HRI and MA).



Figure 14. 1467 Lexington Street west of subject property. Queen Anne Cottage built 1900 (HRI).



Figure 15. 1491 Lexington Street. Gothic Revival/Italianate built 1880 (HRI and MA)



Figure 16. 1464 Lexington Street (left), Vernacular Queen Anne style built 1900 (HRI and MA), and 1490 Lexington Street (right), Vernacular built c.1900



Figure 17. 1458 Lexington Street, (on left), Pioneer style built 1895 (HRI).



Figure 17. 1420 Lexington Street (left) Bungalow built c. 1938 (MA), and 1438 Lexington Street (right), Altered built 1920.



Figure 18. 1410 Lexington Street, Bungalow built 1937 (MA).

Continued from B10. Significance, on Page 2

The 1891 Sanborn Fire Insurance Company Map provides a snapshot of development on the subject block at that time (see **Figure 19** on page 21). By this time, the subject block had been divided from two large parcels into six smaller parcels. The parcel upon which the subject building would be constructed near the southeast corner of the block remained undeveloped at this time, while only two dwellings existed near the center of the block on Lexington Street (1467 Lexington), and at the southwest corner of the block (1491 Lexington). A Baptist Church also on the northeast corner of the block, along with various outbuildings and sheds.

As shown on the December 1893 Map of the Town of Santa Clara, drawn by C. E. Moore, the City Surveyor, the subject block had been subdivided from six into 12 parcels, including the subject parcel at 1435 Lexington Street (see **Figure 20** on page 21). By this time the subject lot was owned by E. M. (Ella M.) Adams, who also owned the adjacent lot to the west. Her mother-in-law, Mrs. R. (Ruth) A. Adams, owned the lot immediately west of that at 1451 Lexington Street.

Given the Assessor's construction date of 1892, it appears that the subject property was built one year after the 1891 Sanborn map was published, and one year prior to when the 1893 Map of the Town of Santa Clara was published.

Ella M. (Kifer) Adams was born in California in 1869, married Asahel L. Adams (1862 – 1948) in 1891, and had two children, Irma and Lawrence, both of whom were born in California. Asahel Adams was born in Canada in 1862 and emigrated to the United States in 1886. The 1900 US census identified him as a carpenter, while his wife, Ella was 'keeping house.' Mrs. Ruth A. Adams, was born in 1833 in Canada, emigrated to the United States in 1890, and died in 1906. The 1900 US Census identified Asahel and Ella Adams and their two children, Irma and Lawrence, as residing at 1435 Lexington Street, while their mother/mother-in-law, Ruth A. Adams, along with four boarders, resided next door at 1451 Lexington.

In 1899, the subject property was transferred from Ella Adams to her husband, Asahel Adams.[2] Given his trade as a carpenter, it is possible, but not conclusive, that Asahel Adams designed and built the subject property in 1892.[3]

[2] "E.M Adams to A. L. Adams, Lot 2, Spear Estate," *Evening News*, December 21, 1899.
[3] A review of historic articles in the *San Jose Mercury News* and *Evening News* available at Newsbank.com identified "A.L. Adams'" involvement in about two dozen real estate transactions and building contracts in Santa Clara between approximately 1890 and 1916, including one cottage he built at the corner of Franklin and Jefferson

By 1901, the Adams family had moved two blocks away to 1417 Franklin Street and rented the subject property to two gentlemen, Thomas N. Austin (physician) and Sherman D. Mann, according to the 1901 Santa Clara directory. The Adams family continued to own the subject property while renting it out through the early years of the 1900s. According to the 1910 US Census, another family was residing at the subject property; John M. Taylor (stickerman, lumber company), his wife, Ella Taylor, and their two teenage daughters.

In 1915 the subject property was sold to Fred McVay who was a cabinetmaker for the Pacific Manufacturing Company. A snapshot of the configuration of the subject lot and block during McVay's tenure is shown in the 1915 Sanborn Fire Insurance Company Map (see **Figure 21** on page 22). McVay resided in the property in 1915, after which he rented it to Nathaniel Anthony Wall in 1917 and 1918.

The property was sold in 1919 to Ida Coyle Kersell, who was the widow of Adam C. Kersell, a Canadian-born 'orchardist' who had died 6 years prior in 1913. Adam Kersell's older brother, James Kersell, and his wife Ida (Beattie) Kersell, had been living a block away at 1059 Madison Street since about 1900, and it appears likely that Ida and Adam Kersell had known about the subject property and may have wanted to move into a similar home near their brother/brother-in-law when one became available for sale. The Kersell couple had three daughters during their marriage, Leslie, Bernice, and Doris, all of whom were born in California. Ida Kersell worked as a public school teacher in Santa Clara for much of her adult life, and owned and occupied the subject property along with her daughters for the next several decades until her death in 1954. A snapshot of the configuration of the subject lot and block during Ida Kersell's tenure in 1950 is shown in **Figure 22**, Sanborn Fire Insurance Company Map, on page 22. The maps in Figures 21 and 22 indicate that very little had changed on the subject block or lot between 1915 and 1950.

The subject property was sold in 1955 to Anthony (Tony) B. and Patricia Lima. The Lima family lived on Butte Street in Santa Clara while renting out the property to James M. and Lucia Badgett between 1955 and 1956. Tony Lima was born in 1920 in Massachusetts to parents of Portuguese heritage. Both he and Patricia worked at Santa Clara University; he as a janitor and laundryman, and she as a records clerk. They had one daughter, Mary K. Lima, who was born in California in 1949. The family occupied the subject property from 1957 to

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streets built in 1909 ("Dr. George W. Fowler and family moved into a cottage recently erected by A.L. Adams on Franklin Street near Jefferson Street," *San Jose Mercury News*, January 31, 1909).

1963. In 1955, a permit was granted from the City of Santa Clara to erect a two-car garage in the northwest corner of the property at a cost of $600.[4]

In 1964, the subject property was sold to two gentlemen, Joseph M Gagliardi (Vice President of Gagliardi Bros Corporation, an industrial development, real estate, insurance company) and Manuel. E. Parise (salesman for Gagliardi Bros.). These gentlemen lived elsewhere in Santa Clara while renting out the subject property to a variety of tenants over the next several years. Tenants at the subject property in the mid-1960s included Benjamin O. Ramirez, and Robert and Faye Samyoma; Robert Samoya was occupied as a construction worker. In the late 1960s through the early 1970s, tenants who occupied the subject property included John and Pearl Hurtado; John worked as a machinist for FMC. From the mid-1970s to the early 1980s, the property was occupied by Francis M. Payne, Max Kernaghan, and Charles A. Trujillo, whose occupations are unknown. Two electrical permits were pulled during this period, one in 1965 for a change in electrical service, and another in 1978 to install new electric outlets and switches.[5] The subject property was unlisted in Santa Clara directories and therefore presumed unoccupied for about 5 years, from the mid-1980s to the early 1990s.

In 1991, the subject property was sold to Ramon C. and Antonia R. Lopez. Ramon Lopez was born in Mexico in 1899, arrived in the United States in 1915, and married Antonia Robles in 1930. The couple had two children during their marriage; Roy and Mary Lopez, both of whom were born in California. Ramon initially worked as a farm hand in Santa Clara County, but was retired by the time he and Antonia purchased the subject property. Ramon Lopez died in 1992 at the age of 92, after which Antonia occupied the subject property with Francisco Trujillo until her death in 2005. Prior to the time of her death, however, the property had been transferred to the Ramon C. and Antonia R. Lopez Trust (Roy Lopez and Mary J. [Lopez] Nieto, trustees).

The subject property was sold in 2006 to Joseph & Linh Stefan, who owned and occupied the residence along with their son, Vincent, for the next 17 years. During their tenure, the Stefans made a number of physical alterations to the property between 2006 and 2013. In 2006, a permit was granted to remove interior plaster and fixtures. In 2007, a permit was granted to remodel the interior including demolition and construction of walls, reconfigure the closet, pantry, kitchen and bath, install a gas fireplace, and rewire the entire house, while reinforcing the ceiling and floor joists. And in 2008, a

[4] City of Santa Clara Building Permit #BLD1955-9150, "Erect Garage, Group J, $600," February 14, 1955. Available at the City of Santa Clara Permit Portal. This is the earliest permit available for the subject property.
[5] City of Santa Clara Building Permit #BLD2006-11861, "Demo & Add (N) Walls, etc.," December 26, 2006, #BLD2008-16012, "975 St Ft Residential Addition to Convert (E) Basement to (N) Habitable Space, etc.," January 31, 2008, and #BLD2013, "835 Sq Ft Residential Addition to Convert Attic to (N) Office, Rec Room & Two Bedrooms, etc.," July 1, 2013. Available at the City of Santa Clara Permitting Online Portal.

permit was granted to convert the basement to 975 square feet of habitable space including a family room, bath, and utilities. This is likely when the gable roof covering a revised basement-level entry was installed on the west elevation. Finally in 2013, a permit was granted to convert the attic into an office, recreation room, and two bedrooms. This permit also granted demolition and reconstruction of the deteriorated sun room on the west elevation in the same size and profile as the original, and installing new sliding double doors to the garage, as well as plumbing and electrical service to that building. [6] A review of building plans and associated permit information available for this latter remodeling effort also indicated that the following exterior changes were also made; the replacement of the Palladian-style window in the primary south (front) gable end where the window sash had been missing, construction of two new dormers on the roof; one on the west side and one on the north (rear) elevation, including re-roofing the entire roof with asphalt shingles, the removal of a dilapidated and non-original rear addition and reconstruction/remodeling of the former rear porch, including new siding and installation of two new windows and a door on the rear elevation, and construction of the rear deck and stairs.[7]

In 2020, the lower level was rented as a separate residential unit to Jill Hirsch and Jake Fontaine, and in mid-2023, the landscaping on the front and sides of the property were installed, including a new gravel driveway on the west (side) of the property.[8]

In 2023, the subject property was sold to the current owner-occupants, Jonathan J. Ye and Jessica E Chung.

[6] City of Santa Clara Building Permit #BLD1965-21644, "Change Service," July 21, 1965, and #BLD1978-41378 "2 outlets, 2 switches, 20 receptacles, etc." December 26, 1978. Available at the City of Santa Clara Permitting Online Portal.

[7] Joseph, Linh, & Vincent Stefan, *Project Scope Addendum: Sunroom & Attic Remodel, 1435 Lexington St, Parcel #269-26-023*, May 5, 2013.

[8] Building plans and associated information to the researcher by the current owners of the property that were included as part of the disclosure package for its sale in late 2023.

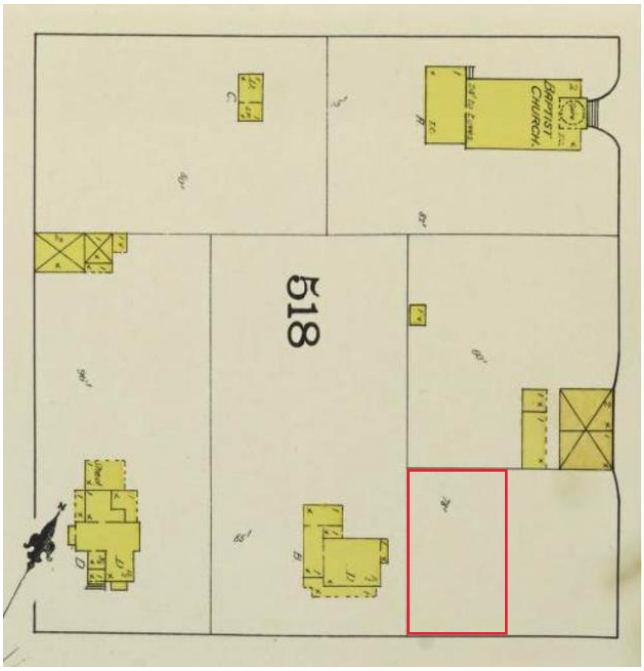


Figure 19. Sanborn Fire Insurance Company Map, 1891. Subject property highlighted.

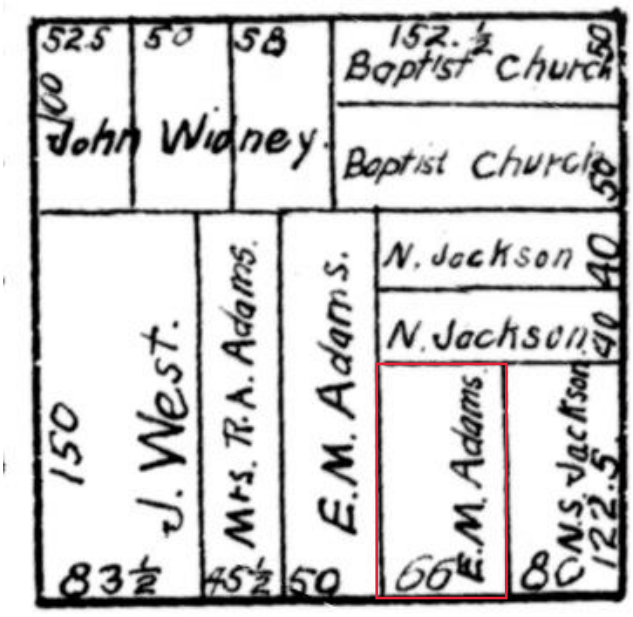


Figure 20. C.E. Moore, Surveyor, Map of the Town of Santa Clara, 1893. Subject property highlighted.

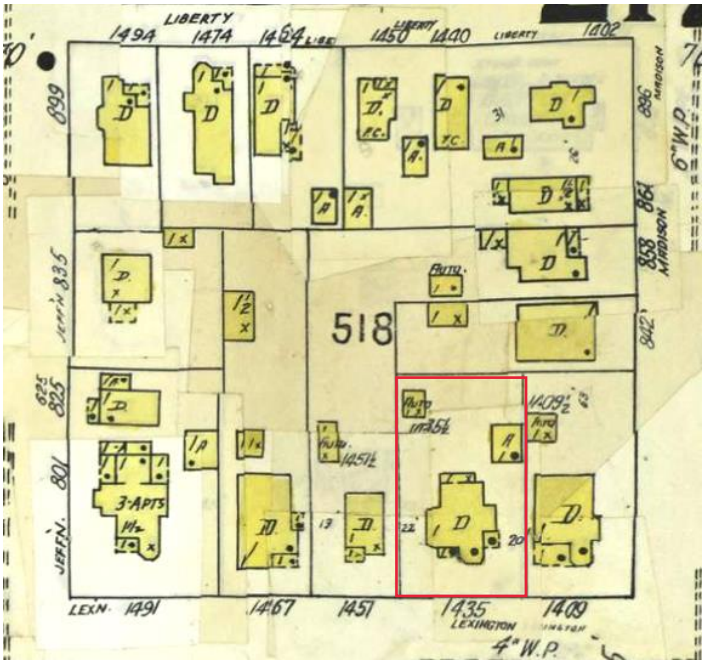


Figure 21. Sanborn Fire Insurance Company Map, 1915. Subject property highlighted.

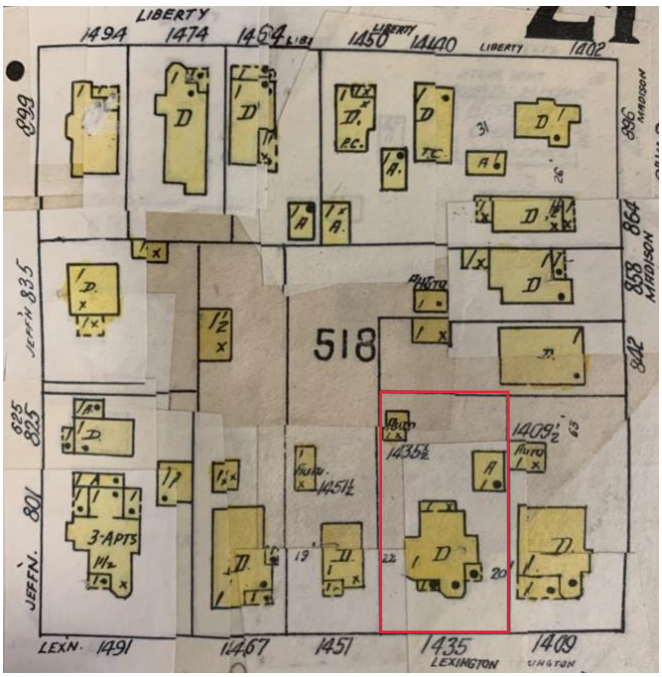


Figure 22. Sanborn Fire Insurance Company Map, 1950. Subject property highlighted.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1892, the subject property at 1435 Lexington Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The subject property at 1435 Lexington Street has a high degree of architectural integrity which has only been slightly reduced by the changes which were made between 2006 and 2013, including the installation of two new roof dormers, the gable roof covering the west side basement-level entry, the reconstructed rear porch, and the reconstructed sunroom on the southwest corner of the building. Most of these changes are not visible or only minimally visible from the front façade of the building, and would be considered compatible alterations when they were completed. Overall, the most significant of the visual and character defining features of this Queen Anne cottage have been preserved and retained. The property retains its original location, and the property is well maintained. The historical use of the building is unchanged and it remains a single-family home, although now with a separate residential unit at the basement level. The subject property is located within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate streetscape of the block retains qualities that reflect the period in which the house was constructed. The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria

Research revealed no events associated with the subject property at 1435 Lexington Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had multiple owners and occupants over the 132 years of its existence, and none appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the subject property at 1435 Lexington Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although slightly altered, all of the character-defining features of its original 1892 construction as a Queen Anne cottage architectural style remain, including its rectangular plan and hipped roof with lower cross gables; an angled front bay; its spindlework detailing including the octagon shingles used to sheathe the front and side gable faces; cut-away windows with carved corner brackets; a frieze consisting of Eastlake decorative blocks across the offset partial width front porch and the turned posts which support the porch roof. As such, the subject property at 1435 Lexington Street is considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction." Therefore, it appears that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are similar to, and consistent with, with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events), California Register Criterion 2 is the equivalent of National Register Criterion B (persons), and California Register Criterion 3 is the equivalent of National Register Criterion C (architecture). Similar to the evaluation for the National Register criteria described above, research revealed no historic events associated with the subject property, or associations with the lives of persons who substantially contributed to national, state, or local history. Persons who owned or occupied the subject property for the first 65 years of its existence came from a variety of backgrounds and held a wide variety of occupations, including a carpenter/builder, a physician, a cabinetmaker, a lumberman, and a public school teacher. Later owners and occupants in the last 65 years were also involved in a variety of occupations, such as sanitation and laundry, a clerk, a construction worker,

and a machinist, or were retirees. For these reasons, the subject property does not appear to be eligible for the California Register on a local level based on Criterion 1 and Criterion 2.

Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. The subject residence was originally constructed in 1892 as a Queen Anne cottage in the subtype identified as "Hipped Roof With Lower Cross Gables" and Decorative Detailing subtype identified as "Spindlework" of the Queen Anne architectural style. The Queen Anne architectural style, which became a dominant style in California, is associated with the period from the mid-1880s thru the first decade of 1900s. The property is an excellent example of a "Queen Anne cottage" and is characterized by being a one-story home with a hipped roof with lower cross gables, front facing full-height angled bay, cut-away windows with carved brackets and pendants, spindlework detailing, partial-width front porch which project from the main body of the house and features a decorative blocks frieze and turned columns, a rectangular plan, horizontal wood cladding, and double-hung windows with wide flat trim. Although the property has been slightly altered, the most significant of the character-defining features of its original construction remain. Therefore, it the property appears to achieve the level of significance necessary to be individually eligible for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

City of Santa Clara adopted Criteria for Local Significance in 2004. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible to be a "Qualified Historic Resource."

Criteria for Historical or Cultural Significance:

To be historically or culturally significant a property must meet at least one of the following Criteria for Local Significance:

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

Built in 1892 in Santa Clara's "Old Quad" neighborhood and on a residential block that primarily developed in the late 19th Century, the subject property at 1435 Lexington Street was also near the San Jose and Santa Clara Trolley line which ran along Franklin Street which provided easy access to residents whose employment was in Santa Clara's "downtown"

business district. For these reasons the building is directly associated with the broad patterns of local area history including development and settlement patterns, and along early transportation routes.

The subject property meets Criteria 5 for Historical or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 1 through 4 for Historical or Cultural Significance.

Criteria for Architectural Significance:

To-be architecturally significant a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group

The Queen Anne architectural style was thought to be introduced to the Bay Area in 1883 when the issue of "California Architect and Building News" was published. This new style marked a strong departure from the vertical Italianate and Stick- style houses that had been constructed all over the region. The Queen Anne house is a mixture of asymmetrical shapes, volumes, and textures with a picturesque composition of merging rooflines, with distinctively decorative detailing that avoids flat, plain, walls. Constructed in 1892 and trimmed with spindlework, cut-work, Eastlake decoration and windows with cut-away corners and pendants, the residence at 1435 Lexington Street is an excellent example of the small one-story Queen Anne dwelling, commonly called a Queen Anne cottage.

2. The property is identified with a particular architect, master builder, or craftsman.

The subject property at 1435 Lexington Street was designed and built in 1892 by an architect or builder that are unknown. Although possible, but not conclusive, the property may have been designed and built by Asahel L. Adams, the husband of the first owner of the house, Ella M. [Kifer] Adams. Adams was a carpenter/house builder by trade, and research revealed that "A.L. Adams" was involved in about two dozen real estate transactions and building contracts in Santa Clara between approximately 1890 and 1916, including one cottage he built at the corner of Franklin and Jefferson streets in 1909. Adams would have been considered a relatively small-scale designer/builder in Santa Clara, rather than a well-known master builder or craftsman. For these reasons, the subject property is not known to be identified with a particular architect, master builder, or craftsman.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The Queen Anne architectural style used several devices to avoid a smooth wall appearance, including patterned shingles and elaborate ornamentation using variety of millwork made possible by the development of machine lathes. The Queen Anne cottage at 1435 Lexington Street is a more elaborate example of this than most of Santa Clara's Queen Anne cottages, with its angled front bay with cut-away windows, the front and side gable walls that are slightly curved or 'belled' at the bottom, and other angled walls in the main body of the house. While most of the Queen Anne homes in Santa Clara applied fish scale shingles, this home displays the use of octagon shingles, which are more rarely found. It also displays a prodigious amount of spindlework, Eastlake, and cutwork ornamentation along with elaborate carved moldings which make this home a notable example of the style with special aesthetic attributes.

The subject property meets Criterion 1 and 7 for Architectural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 5, or 6.

Criteria for Geographic Significance:

To be geographically significant a property must meet at least one of the following criteria:

No.1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property is located in the area of the "Old Quad" that developed into a relatively well-to-do residential area in the late 19th Century primarily due to its close proximity to Santa Clara's "Downtown" and easy access to early transportation links such as the San Jose and Santa Clara Trolley line which ran down Franklin Street. For these reasons, the residence at 1435 Lexington Street is one of those residential properties that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

No. 2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

Built in 1892 as a Queen Anne cottage, the subject property at 1435 Lexington Street remains as an excellent example of the 1 and 1 ½ storied Queen Anne architectural style homes built in this Santa Clara neighborhood in the late 19th Century and is important to the integrity of the historic area in which it is located. By the Turn of the 20th Century, other Queen Anne homes had been constructed on the subject property block, including the adjacent house to the east at 1409 Lexington Street, a house to the west at 1467 Lexington Street, and at least four houses on the 1000 Madison Street block, all of

which account for a continuity of the building styles in the surrounding neighborhood. Many of these homes on Lexington and Madison streets are on the City of Santa Clara's list of Architecturally and/or Historically Significant Properties. The subject property is compatible with its adjacent buildings, as well as those across Lexington Street, which are all 1-, 1 ½,- and 2-story, single-family residences built between approximately 1890 and 1938, and designed in a variety of architectural styles that were popular during that period.

The subject property meets Criterion 1 and 2 for Geographic Significance, of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Geographic Significance 3 or 4.

Criteria for Archaeological Significance:

Although an evaluation of archaeological significance is beyond the scope of this examination, research revealed no known or unknown prehistoric or historic archaeological resources in the vicinity of the subject property. As such, it would not be archaeologically significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

Conclusions and Recommendations

The subject property at 1435 Lexington Street is currently on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update to the Historic Resources Inventory for the City of Santa Clara, prepared on of the October 28, 1980, the property at 1435 Lexington Street is an excellent example of the Queen Anne cottage subtype of the Queen Anne architectural style and has undergone only minimal alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, thereby retaining sufficient integrity to qualify as a historic property. It continues to be eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

References

City of Santa Clara Planning Department, *City of Santa Clara Historic Resources Inventory, California Department of Parks and Recreation Primary Record Form, 1435 Lexington Street*, October 28, 1980.

City of Santa Clara Building Department, *Building Permit History, 1435 Lexington Street*, Accessed on the Permitting Online Portal.

Lorie Garcia, Beyond Buildings, *California Department of Parks and Recreation Primary Record Form, 1059 Madison Street*, January, 2023.

Haines Criss-Cross Directories, City of Santa Clara, 1970 – 2017.

Polk and Husted City Directories, City of Santa Clara, 1890 - 1968.

Plat Map of Santa Clara, drawn by J.J. Bowen, 1866.

Map of the Town of Santa Clara, drawn by C. E. Moore, 1893.

Sanborn Fire Insurance Maps, 1891, 1915, and 1950.

Santa Clara County Assessor's Records, APN# 269-26-023.

Virginia McAlester, *Field Guide to American Houses*, updated 2013.

US Census, Santa Clara Township, 1900, (Adams), 1910 (Taylor), 1920 (Kersell), 1930 (Kersell), 1940 (Kersell), and 1950 (Kersell). Accessed online at Ancestry.com

Newspaper Articles

"E.M. Adams to A. L. Adams, Lot 2, Spear Estate," *Evening News*, December 21, 1899.

"Building News - A contract for building a cottage at the County Almshouse has been awarded to A.L. Adams," *Evening News,* February 6, 1891.

"Building News – A builder's contract was filed today by the terms of which A.L. Adams is to build to J.B. Lamkin a cottage on the east side of Ninth, between William and Reed streets to cost $1,657," *Evening News*, July 15, 1896.

"Died – ADAMS – In Santa Clara, March 31, 1906, Mrs. Ruth A. Adams, beloved mother of Mrs. R.H. Hooper, Belvedere, Cal., Mrs. D.R. Elliot, St. Paul, Minn, and A.L. Adams, of Santa Clara, a native of Canada, aged 72 years…" *Mercury News*, April 1, 1906.

"Dr. George W. Fowler and family moved into a cottage recently erected by A.L. Adams on Franklin Street near Jefferson Street," *Mercury News*, January 31, 1909.

"New Buildings - A two story frame house will be erected in the near future for John Brennan at the corner of Fourth and William streets. A. L. Adams is the contractor and the contract price is $3300. Wolfe and McKenzie made the plans," *Evening News*, November 15, 1902.

"Died - In Santa Clara, March 31, 1906, Mrs. Ruth A. Adams, beloved mother of Mrs. R. H. Hooper, Belvedere, Cal., Mrs. D. R. Elliott, St. Paul, Minn, and A. L. Adams, of Santa Clara, a native of Canada, age 72…funeral from the residence of Mrs. J. A. Brooks, 766 Madison St…" *Mercury News*, April 1, 1906.

"Licensed to Wed - Adam C. Kersell, a native of Canada, resident of San Felipe, aged 38, and Ida M. Coyle, a native of California, resident of San Jose, aged 23." *Mercury News*, April 9, 1893.

"A. C. Kersell, Orchardist - Santa Clara, Jan. 1. - A. C. Kersell, who for 20 years was a prominent orchardist of Evergreen, this county, died at his home here tonight. A year ago he was stricken with paralysis, which was the direct cause of his death. He was a native of Canada, and had lived in California for 40 years." *San Francisco Call*, January 2, 1913.

"Rites Set Today for A.L. Adams," *Mercury News*, September 27, 1948.

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

1435 Lexington St., Santa Clara, CA 95050

September 12, 2024

Historical & Landmarks Commission

City of Santa Clara

Re: Statement of Justification for 1435 Lexington St.

We began our journey of purchasing our first home in early 2020. Having grown up in the Bay Area, I knew the South Bay would be a convenient location for commuting to our jobs, so we set out to find a modest home with a yard big enough to entertain our two dogs. We eventually purchased a charming home in Northside San Jose that not only met the “dog requirement” but also had a certain presence as a craftsman style home that sat above street level. The exterior of the home gave it so much character, but, over the years, prior owners had removed most of the original features in the interior.

When we realized we’d outgrown our first home, we began the search for our next home. My wife has always loved historic homes and, having realized with our first home that this was something we both appreciated, one of the main features we were looking for was a home with character. We were also looking for a home surrounded by a close community; somewhere we could see ourselves living for at least the next decade and potentially raising a family.

When we saw the listing for 1435 Lexington, we fell in love immediately. The running joke (which is actually true) is that we submitted our offer before both of us were even able to see the house in person; only my wife was able to make the open house. That was enough and the rest, as they say, was history. We loved the large bay windows, the carved and gingerbread trim, and the presence the home has from the street. We understand that most of the interior has been altered from the original given that the house was in a dilapidated state when the prior owner bought the home, but we appreciate the period details like the high ceilings, beautiful fireplace, ceiling medallions and crown molding. We also value the fact that the house is in a historic neighborhood surrounded by other beautifully restored and maintained homes.

In the coming years, we intend to continue beautifying and upgrading our new home and making it our own. Moreover, we understand that, when we moved into 1435 Lexington and the Old Quad, we didn’t just move into our future home; we became members of a community and neighborhood, the characteristics of which can’t be maintained by one person or household alone. It takes a conscious effort from all stakeholders to do so, and submitting our application for a Mills Act Contract is our signal of our intent to do our part.

10 YEAR PLAN
1435 Lexington St., Santa Clara, CA 95050

Given the extensive restoration projects that were recently completed, the subject property does not require significant alterations and already possesses the historical qualities that represent the “Old Quad.” We plan to maintain the property so that it continues to embody the “look and feel” of the neighborhood and anticipate performing the following maintenance projects:

YEAR RANGE	ITEM	Description	Estimated Cost
2025 TO 2027	Strip paint from front door; restore/refinish front door.	The front door is made of solid wood. Restore the front door (i.e., remove paint) and stain the original wood grain to accentuate the door’s features.	$2,000
	Exterior lighting enhancements.	The backyard and front yard lack lighting around high traffic areas. We would also like to replace the front porch light from an aesthetic perspective. Install lighting fixtures to illuminate and enhance the home, walkways, and other landscaping details to highlight the architectural and design features of the property.	$3,000
	Enhance front and back yard landscaping; put down sod for backyard lawn.	Install drought-tolerant sod throughout the backyard. Plant environmentally-friendly flowers, shrubbery, and other plants throughout both yards. Repair drip system for both yards as water conservation measure.	$17,000
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.	TBD

2028 TO 2030	**Repair pulley systems on first floor windows.**	**Several street-facing windows on the first floor have frayed ropes for the pulley system that opens/closes the windows. Replace ropes to repair pulley system for applicable windows.**	**$10,000**
	Repaint the exterior of house.	**The home was painted 5+ years ago and certain areas of the exterior panelling already show signs of deterioration. Repaint the panels, trim pieces, and other architectural features (such as the spindlework, decorative block frieze, etc.) to make these features more vibrant and to improve the durability of the home's exterior.**	**$18,000**
	Install AC unit.	**Summers in the Bay Area are becoming increasingly hotter and with longer periods of extremely high temperatures. Install central AC throughout home to maintain indoor temperature in an energy-efficient manner.**	**$10,000**
2031 TO 2033	**Driveway improvements.**	**The driveway is currently composed of small pieces of underlying granite rock and a top layer of gold fines. The layer-by-layer composition of the driveway has eroded through the years and its messiness is a distraction from the overall "look and feel" of the home. Improve driveway to make it a more well-defined, "cleaner" feature and more conducive for water drainage and a (i.e., pavement, cement, pavers, etc.).**	**$15,000**
	Improvements to backyard wood deck.	**The wood deck is a central feature of the backyard, but the paint is showing signs of wear and tear.**	**$3,000**

		The contemplated improvements include repainting the wood deck to compliment the exterior paint, closing off the area underneath the porch to prevent rodents and other animals from being a nuisance, and adding another ingress/egress point on the deck.	
	Remove second floor carpeting; install wood flooring.	**The second floor of the property currently has carpeting installed in the master bedroom, office, and guest bedroom. However, the flooring on the entirety of the first floor (kitchen, guest bedroom, office, living room, dining room) is already wood. Remove all carpeting on second floor and install wood flooring as a way to increase congruity of features across first and second floors.**	**$15,000**
2034 TO 2035	**Replace/repair roofing.**	**The current shingle roofing will likely be needing repair during these years. Replace/repair current roof with new shingles that will compliment exterior paint and improve heat circulation throughout home.**	**$22,000**
	Inspect for pests/termites; repair any dry rot and other significant deficiencies.	**Engage property inspector to survey property for termites and other pests. Remediate significant issues identified in the inspection report requiring immediate attention.**	**TBD**
	Interior and exterior improvements to garage.	**The garage is currently unfinished and used primarily for outdoor storage space. Improve garage by turning it into a functioning workspace for hobbies and entertainment. This includes installing drywall and insulation,**	**$30,000**

		renovating garage bathroom, and adding flooring.	

We also expect to perform regular maintenance projects as needs arise, including:

- Repairs to plumbing/electrical systems;
- Landscaping front yard and backyard;
- Gutter cleaning and repairs; and
- HVAC cleaning and repairs.

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2025, ("Effective Date"), by and between Jonathan J. Ye and Jessica E. Chung, owners of certain real property located at 1435 Lexington Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-023, and generally located at the street address 1435 Lexington Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on September 24, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1756 Fremont Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Jonathan J. Ye and Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Jonathan J. Ye and Jessica E. Chung
Owners of 1435 Lexington Street

By: _____

Jonathan J. Ye & Jessica E. Chung
1435 Lexington Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Restoration Schedule

City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

02/06/2025 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Historical and Landmarks Commission meeting in a hybrid manner (in-person and methods for the public to participate remotely)

• Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833
Webinar ID: 972 3326 2035

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@santaclaraca.gov no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR:
Please follow the guidelines below when participating in a Zoom Webinar:
- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, you may leave the meeting.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:06 p.m.

Commissioner Romano arrived late at 6:17 p.m. **Commissioner Kirby** arrived late at 6:23 p.m.

Present 7 - Commissioner Michael Celso , Commissioner Amy Kirby, Chair Patricia Leung, Commissioner Kathleen Romano, Commissioner Ed Stocks, Vice Chair Ana Vargas-Smith , and Commissioner Yvonne Inciarte

CONSENT CALENDAR

1.A 24-1254 Historical and Landmarks Commission Meeting Minutes of October 3, 2024

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the October 3, 2024 Meeting.

The October 3, 2024 Meeting Minutes were continued to March 6, 2025 due to a quorum not present at the time the item was heard.

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 24-1235 Consideration of a Historical Preservation Agreement (Mills Act Contract) (PLN24-00465) for 1435 Lexington Street.

Recommendation: Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend City Council approve of the City entering into a Mills Act Contract with the property owner, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1435 Lexington Street.

Assistant Planner Alex Tellez provided the staff presentation. **Chair Leung** recused herself due to proximity of her residence.

Public Speaker:
Homeowner Jonathan Ye

A motion was made by Commissioner Celso, seconded by Commissioner Stocks to close public hearing.

Aye: 4 - Commissioner Celso, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

Absent: 2 - Commissioner Kirby, and Commissioner Romano

Recused: 1 - Chair Leung

A motion was made by Commissioner Celso, seconded by Commissioner Stocks, to approve this item and to expend funds to purchase a bronze plaque stating the year of construction.

Aye: 4 - Commissioner Celso, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

Absent: 2 - Commissioner Kirby, and Commissioner Romano

Recused: 1 - Chair Leung

3. 24-1142 PUBLIC HEARING: Consideration of the Proposed Demolition of the Existing Single-Family Residence and Construction of a 2,446 Square-Foot Five-Bedroom, Three-Bathroom Two-Story Residence with an Attached Two Car Garage at 970 Poplar Street (PLN24-00600) located within 200 Feet of a Historic Resource.

Recommendation: Staff recommends that the Historical and Landmarks Commission find that the proposed project located at 970 Poplar Street will not destroy or have a significant adverse effect on the integrity of the HRI listed property within 200 feet at 410 Lafayette Way; that the demolition and proposed residence are compatible with the surrounding neighborhood and recommend approval of the Architectural Review.

Associate Planner Daniel Sobczak provided the staff presentation.

Public Speaker:
Homeowner Antonio Bunting

A motion was made by Commissioner Inciarte, seconded by Commissioner Celso to close public hearing.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

A motion was made by Commissioner Stocks, seconded by Commissioner Inciarte to approve this item.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

4. 25-119 PUBLIC HEARING: Recommendation on the Proposed 627 Square-Foot First Floor Addition and a 1,276 Square-Foot Second Floor Addition to an Existing 1,958 Square-Foot Single-Story Residence Resulting in a 3,939 Square-Foot Four-Bedroom, Three-Bathroom Two-Story Residence with an Attached Three Car Garage at 807 Park Court (PLN24-00585) located within 200 Feet of a Historic Resource.

Recommendation: Staff recommends that the Historical and Landmarks Commission find that the proposed project located at 807 Park Court will not destroy or have a significant adverse effect on the integrity of the HRI listed property within 200 feet at 794 Park Court; that the proposed construction is compatible with the surrounding neighborhood and recommend approval of the Architectural Review at the Development Review Hearing.

Assistant Planner Alex Tellez provided the staff presentation.

Public Speaker:
Homeowner Tony and Terra Vitarelli

A motion was made by Commissioner Kirby, seconded by Commissioner Inciarte to close public hearing.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

A motion was made by Commissioner Romano, seconded by Commissioner Inciarte to approve this item.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Commissioner Inciarte

Nay: 1 - Vice Chair Vargas-Smith

5. 25-121 PUBLIC HEARING: Recommendation on the New Construction of Nine Two-Story Townhomes with Attached Two-Car Garages at 4249 Cheeney Street (PLN2019-13847) located within 200 Feet of a Historic Resource.

Recommendation: Staff recommends that the Historical and Landmarks Commission find that the proposed project located at 4249 Cheeney Street will not destroy or have a significant adverse effect on the integrity of the HRI listed properties within 200 feet at 2086 Agnew Road and 4262 Davis Street; that the demolition and proposed residence are compatible with the surrounding neighborhood and recommend approval of the Architectural Review at the Development Review Hearing

Senior Planner Steve Le provided the staff presentation.

Public Speakers:
Homeowner Saul Flores
Natalie Forood

A motion was made by Commissioner Stocks, seconded by Commissioner Inciarte to close public hearing.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte to approve this item, with recommendation to lighten the color scheme with less contrast.

Aye: 5 - Commissioner Celso, Chair Leung, Commissioner Romano, Vice Chair Vargas-Smith, and Commissioner Inciarte

Nay: 2 - Commissioner Kirby, and Commissioner Stocks

6. 24-1255 Historical and Landmarks Commission Workplan Fiscal Year 2025/2026

Recommendation: There is no staff recommendation.

Principal Planner Rebecca Bustos provided the staff presentation.

STAFF REPORT

1. Training and Travel Request

2025 California Preservation Conference, Sacramento, CA, May 6 - May 10, 2025

Commissioner Inciarte, and **Commissioner Kirby** requested to attend the Conference. **Commissioner Romano** and **Chair Leung** were tentative.

A motion was made by Commissioner Romano, seconded by Commissioner Kirby to expend funds for Commissioner attendance at the conference.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

2. Budget Update

Commissioner Celso raised questions regarding if there was interest accumulating on the budget, and if it was replenished each year.

COMMISSIONERS REPORT

Subcommittee Reporting - 20 minutes

Board/Committee	Lead/Alternate
Santa Clara Arts and Historic Consortium	Vargas-Smith / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Leung
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas-Smith/Stocks
Santa Clara Station Area Task Force	Leung/Stocks
Park Court Neighborhood	

ADJOURNMENT

A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Stocks to adjourn the meeting at 9:12 p.m.

The next regular scheduled meeting is March 6, 2025.

Aye: 7 - Commissioner Celso, Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, Vice Chair Vargas-Smith, and Commissioner Inciarte

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

25-851 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Appointment of Cultural Commission Member and Bicycle Pedestrian Advisory Committee (BPAC) Member to the Santa Clara Station Area Plan Task Force (SATF)

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
On December 6, 2022, the City Council reviewed the recommended SATF members and appointed the following seven individuals:

- Jonathon Evans - Representative of Old Quad Residents Association (OQRA)
- Dan Ondrasek - Representative of Reclaiming Our Downtown (ROD)
- Dave Schoenwetter - Representative of Santa Clara University (SCU)
- Patricia Leung - Representative of the Historical and Landmarks Commission
- Candida Diaz - Representative of the Cultural Commission
- Rob Mayer - Architect and Santa Clara resident
- Jane Casamajor - Representative of the Bicycle Pedestrian Advisory Committee (BPAC)

Following an application and interview process, the City Council appointed four additional members to the SATF on April 11, 2023:

- Jill Hough - Professional Transportation Planner
- Dylan Plane - Real estate professional
- Michael Stockwell - Chairman of the South Bay Historical Railroad Society
- Ray Hashimoto - Planning consultant and Santa Clara resident

In November 2023, Jane Casamajor, who represented the BPAC on the SATF, resigned and the BPAC selected and, subsequently City Council appointed, Sukrit Ganesh to the SATF.

In November 2024, Candida Diaz, who represented the Cultural Commission on the SATF, resigned from the SATF. Jonathan Marinaro was appointed to the SATF to represent the Cultural Commission.

In June 2025, Sukrit Ganesh (BPAC) and Jonathan Marinaro (Cultural Commission) concluded their terms on their respective committees.

DISCUSSION
At its June 23, 2025 meeting, the BPAC selected Vernon Shure to serve as its new representative on the SATF.

At its July 7, 2025 meeting, the Cultural Commission selected Neetu Garg to serve as its new representative on the SATF.

This proposed action would implement the BPAC and Cultural Commission recommendations for representation on the SATF.

If appointed, the SATF roster will be as follows:

- Jonathon Evans - Representative of Old Quad Residents Association (OQRA)
- Dan Ondrasek - Representative of Reclaiming Our Downtown (ROD)
- Sean Collins - Representative of Santa Clara University (SCU)
- Patricia Leung - Representative of the Historical and Landmarks Commission
- Neetu Garg - Representative of the Cultural Commission
- Rob Mayer - Architect and Santa Clara resident
- Vernon Shure - Representative of BPAC
- Jill Hough - Professional Transportation Planner
- Dylan Plane - Real estate professional
- Michael Stockwell - Chairman of the South Bay Historical Railroad Society
- Daniel Huynh - Alternate appointed in June 2025

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment. The Santa Clara Station Area Plan itself will undergo environmental review and an environmental document will be brought to the City Council at the time when the Council considers the Plan.

FISCAL IMPACT

There is no fiscal impact to the City for appointing the Santa Clara Station Area Plan Task Force other than administrative staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Appoint Vernon Shure to represent the BPAC and Neetu Garg to represent the Cultural Commission

on the SATF.

Reviewed by: Afshan Hamid, Director of Community Development
Approved by: Jovan D. Grogan, City Manager

25-886 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT
Authorize the City Manager to Execute the 2025-2029 Memorandum of Understanding Between the City of Santa Clara and the Public Safety Non-Sworn Employees' Association (Unit 10) that Incorporates the Terms of the Tentative Agreement

COUNCIL PILLAR
Enhance Community Engagement and Transparency.

BACKGROUND
The Public Safety Non-Sworn Employees' Association (hereafter, "Unit 10") Memorandum of Understanding (hereafter, "MOU") is set to expire on December 20, 2025.

Given the upcoming events the City is hosting in calendar year 2026 and the high vacancy rate for the Public Safety Dispatcher classifications, the City and Unit 10 engaged in early discussions on a successor MOU. The City and Unit 10 began negotiations on a successor MOU in April 2025 and met approximately nine (9) times. On July 10, 2025, the parties reached a Tentative Agreement. The Tentative Agreement was ratified by the Unit 10 membership on or about July 22, 2025, and accepted by the City.

DISCUSSION
The recommended action authorizes the City Manager to execute a successor Memorandum of Understanding with a term of August 31, 2025, through and including December 31, 2029, that incorporates the terms of the Joint Mediation Recommendation reached between both parties.

The following is a summary of the notable provisions of the Joint Mediation Recommendation:

- **Term:**
  August 31, 2025 - December 31, 2029

- **Wages:**
  Effective the first pay period after Council adoption, the salary ranges for employees holding positions in Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725)), assigned to Unit 10 shall be increased by approximately 5.0%. All other classifications assigned to Unit 10 shall receive a $1,500 lump sum payment.

  Effective the first pay period of calendar year 2026, all salary ranges for employees holding positions in classifications assigned to Unit 10 shall be increased by approximately 4.0%, except Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339),

Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725)).

Effective the first pay period after July 1, 2026, the salary ranges for employees holding positions in Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725)), assigned to Unit 10 shall be increased by approximately 3.0%

Effective the first pay period of calendar year 2027, the salary ranges for employees holding positions in Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725)), assigned to Unit 10 shall be increased by approximately 3.0%. The salary ranges for all other classifications assigned to Unit 10 shall be increased by approximately 4.0%.

Effective the first pay period of calendar year 2028, all salary ranges for employees holding positions in classifications assigned to Unit 10 shall be increased by approximately 3.0%.

Effective the first pay period of calendar year 2029, all salary ranges for employees holding positions in classifications assigned to Unit 10 shall be increased by approximately 3.0%.

- **Peace Officer Standards and Training (POST) Incentive**
  Effective August 31, 2025, increase the POST incentive pay for all classifications assigned in Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725)) from 2.5% to 3.0% for both Intermediate POST certification and Advanced POST certification for a maximum total of 6.0% (up from a maximum of 5.0%). Increase Police Records Supervisor (Job Code 644) POST incentive pay from 2.5% to 3.0%.

- **Holidays**
  Effective December 21, 2025, all Public Safety Dispatcher classifications assigned to Unit 10 shall receive Holiday in Lieu pay of 7.5% of their base pay. Employees in these classifications shall be ineligible for receiving holiday time off.

- **Vacation Cashout**
  Effective December 21, 2025, increase the vacation cap to 480 and institute a hard cap. During calendar years 2026, 2027, and 2028 the vacation cash out shall be increased from 60 hours to 90 hours.

- **Training Premium**
  Effective August 31, 2025, employees in the classification of Jail Service Officer (Job Code 353) assigned as a Field Training Officer and employees in the classification of Public Safety Dispatcher II (Job Code 340) assigned to train other City employees will be entitled to a premium training pay of 5.0% for actual hours worked performing those duties. The existing Side Letter Agreement for training premium pay for employees in the classification of Senior Public Safety Dispatcher (Job Code 725) shall continue.

- **Compensatory Time Off**

Effective December 21, 2025, employees shall be ineligible to cash out compensatory time off.

- **Minimum Staffing and Sabbatical Side Letter**
  In recognition of the staffing Unit 10 members will provide to support Super Bowl and FIFA World Cup events in calendar year 2026, the City and Unit 10 have agreed to incentivize employees to sign up for special event staffing. Employees who agree to sign up for events will receive 30 hours of sabbatical leave for every two (2) week block of work performed. The sabbatical hours cannot be cashed out and must be used during the term of the MOU.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City regularly budgets the total compensation cost for its current employees and integrates known and projected cost increases from MOUs in the City's annual budget. The costs of the Unit 10 MOU are within budget authority approved by the City Council through the negotiation process. In FY 2025/26, the costs associated with the negotiated agreement are approximately $623K, all of which are in the General Fund. It is anticipated that this amount will be covered within the existing departmental budget in FY 2025/26. Expenditures will be monitored throughout the year, and a budget action will be brought forward to Council if necessary. There is sufficient funding in the unrestricted ending fund balance to address any additional costs that cannot be absorbed. In future years, the costs for this contract will be factored into future forecasts and annual budgets.

The chart below reflects the estimated changes in costs, all of which are in the General Fund, over the term of the Unit 10 MOU.

Item	Description	Estimated General Fund Cost
On-going Costs		
Wages (Aug. 2025)	5.0% increase (Dispatch) $1,500 lump sum (Non-Dispatch)	$186K $77K
Wages (Jan. 2026)	4.0% increase (Non-Dispatch)	$317K
Wages (July 2026)	3.0% increase (Dispatch)	$117K
Wages (Jan. 2027)	3.0% increase (Dispatch) 4.0% increase (Non-Dispatch)	$120K $329K
Wages (Jan. 2028)	3.0% increase	$381K
Wages (Jan. 2029)	3.0% increase	$392K
POST Incentive	Max of 6.0% and 3% premium pay (up from a max of 5.0% and 2.5%)	$162K

Holiday in Lieu (Dispatchers)	7.5% in base pay (cost reflects increase from 5.0% associated with the current value of vacation days)	$467K
	Total	**$2.5M**
One-time Costs		
Vacation cash out 2026	Additional 30 hours	$142K
Vacation cash out 2027	Additional 30 hours	$147K
Vacation cash out 2028	Additional 30 hours	$152K
	Total	**$441K**

The training premium costs will vary depending on the needs within the department and the actual training assignments.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Public Safety Non-Sworn Employees' Association (Unit 10) with effective dates of August 17, 2025 - December 31, 2029, that incorporates the terms of the Tentative Agreement.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Tentative Agreement between the City and Unit 10
2. Resolution for Classified Salary Plan
3. Classified Salary Plan effective 08-17-2025 (for Council 08-19-2025)

City and Unit 10 Negotiations – Tentative Agreement
July 10, 2025

The following represents the Parties' Comprehensive Tentative Agreement. The parties understand that if the Comprehensive Tentative Agreement is not accepted, the parties will revert back to their last on the record proposals.

1. **Duration [Agreed]**
   4 Years (expiring December 31, 2029)

2. **Wages** (Sec. 2.A)

Time	Wage
Adoption	5% Equity for Dispatchers $1,500 Lump Sum for non-Dispatch
1/1/26	4% COLA (all except Dispatch)
7/1/26	3% COLA (Dispatch only)
1/1/27	3% COLA (Dispatch only) 4% COLA (all except Dispatch)
1/1/28	3% COLA (all)
1/1/29	3% COLA (all)

3. **POST** (Sec. 38.A) [Agreed]
   - Effective August 31, 2025, increase Dispatch POST to 3.0% for Intermediate and Advanced POST (total 6%).
   - Effective August 31, 2025, increase Records Supervisor POST to 3.0%.

4. **Holidays** (Sec. 7.A) [Agreed]
   City 06/04/25 Proposal. Effective 12/21/25, Convert Dispatchers to Holiday in Lieu.

5. **Vacation** (Sec. 8) [Agreed]
   - Effective 12/21/25, increase cap to 480 and institute hard cap.
   - No outside Service Credit (status quo).
   - Increase vacation payout from 60 hours to 90 hours for Calendar years 2026 (election in 2025), 2027 (election in 2026) and 2028 (election in 2027).

6. **Training Premium** (Sec. 45)
   Modify to read:
   Effective August 31, 2025, Community Service Officer IIs assigned as Field Training Officers to train newly hired Community Service Officers, Police Records Specialist IIs assigned to train newly hired Police Records Specialists, ~~and~~ Public Safety Dispatcher IIs assigned to train newly hired Public Safety Dispatcher Is or IIs, and Jail Service Officers assigned as Field Training Officers to train newly hired Jail Service Officers will be entitled to premium training pay of five percent (5%) for actual hours worked performing those duties.

Public Safety Dispatcher II's assigned to train other City employees temporarily assigned to work in the Communications Center will be entitled to premium training pay of five percent (5%) for actual hours worked performing those duties.

The existing Side Letter Agreement regarding Senior Public Safety Dispatcher training premiums shall continue after adoption of this Agreement and expire pursuant to the terms of the SLA unless extended by mutual agreement of the parties.

7. **CTO** (Sec. 14) [Agreed]
   Eliminate CTO Payout (effective 12/21/25).

8. **Health Benefits** (Sec. 9.A) [Agreed]
   City 06/04/25 Proposal but eliminate reference to bona fide plan. (Effective 12/21/25)

9. **Staffing and Sabbatical for Super Bowl and FIFA** (attached Side Letter) [Agreed]
   Confirm Department discretion to adjust staffing levels. Add sabbatical time of up to 90 hours earned in blocks of 30 days per 2 weeks overtime during specified deployment periods (30/30/30 with 1 block for Superbowl and 2 for FIFA).

10. **Bereavement Leave** (Sec. 6) [Agreed]
    City 06/04/25 Proposal. Cleanup. (Effective 8/31/25)

11. No Change to Article 47, Communications Center

12. **Changes In Assignments (Effective 12/21/25)**

    Regular Schedule Changes
    Regular job assignments and/or shifts for represented employees will be changed upon reasonable notice. Reasonable notice shall be deemed to be at least fourteen (14) calendar days prior to implementation of the change in assignment and/or shift to the extent possible.

    Mandatory Overtime Assignments
    Mandatory Overtime may be required for any event where the Department determines it is appropriate, including minimum daily/shift staffing or increased staffing in response to specific circumstances or events. Voluntary overtime will be offered before mandating any employee, and the notice requirements set forth below shall not apply to voluntary overtime.

    The Department will provide reasonable notice when mandating an employee to return to work for a planned event. Reasonable notice will normally be fourteen (14) calendar days before the event. However, less than fourteen (14) calendar days' notice will be deemed reasonable in unusual circumstances, including but not limited to when an event is scheduled or cancelled by a third party with less than fourteen (14) calendar days' notice, or when the unplanned absence of another employee necessitates the overtime.

FOR THE CITY:

Charles Sakai — Date 7/10/25
Outside Counsel

7.10.25
Marco Mercado — Date
Acting Director of Human Resources

7/10/25
Ashley Lancaster — Date
Acting Assistant Director of Human Resources

FOR THE UNION:

07/10/25
Rachel Thomas — Date
President, PSNSEA

7/10/25
Peter Hoffmann — Date
Outside Counsel

7/10/25
Paul Vogelsanger — Date
Unit 10

7-10-25
Alex Quintero — Date
Unit 10

7-10-25
Alexis Morales — Date
Unit 10

RESOLUTION NO. 25- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED CLASSIFIED SALARY PLAN FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF AUGUST 19, 2025 AND AN EFFECTIVE DATE OF AUGUST 17, 2025

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of August 19, 2025, and an effective date of August 17, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the Amended Classified Salary Plan for equity adjustments for Public Safety Dispatcher classifications.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedule for classified positions, shall be effective August 17, 2025 and adopted with an approval date of August 19, 2025.

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Classified Salary Plan eff 8-17-25 (for Council 8-19-25)

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Account Clerk I	210	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Account Clerk II	215	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Account Clerk III	220	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Accountant	205	578	A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Accounting Technician I	216	578	A	018	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12
Accounting Technician II	217	578	A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Associate Engineer (Civil)	321	4	E	034	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 82.690096	$ 14,332.95	$ 171,995.40
Associate Planner	240	578	A	036	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48
Asst Elec Utility Engineer	230	4	E2	032	$ 67.343769	$ 11,672.92	$ 140,075.04	$ 70.586077	$ 12,234.92	$ 146,819.04	$ 74.244692	$ 12,869.08	$ 154,428.96	$ 77.829058	$ 13,490.37	$ 161,884.44	$ 81.733096	$ 14,167.07	$ 170,004.84	$ 83.807885	$ 14,526.70	$ 174,320.40	$ 85.890115	$ 14,887.62	$ 178,651.44
Asst Engineer (Civil)	228	4	E	032	$ 61.635115	$ 10,683.42	$ 128,201.04	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 78.622385	$ 13,627.88	$ 163,534.56
Asst Planner	232	578	A	029	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76
Asst Training Officer	233S	1S	C1	041	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 77.806484	$ 18,881.04	$ 226,572.48	$ 79.685769	$ 19,337.08	$ 232,044.96	$ 81.682830	$ 19,821.70	$ 237,860.40
Asst Wtr & Sanitary Swr Super	229	578	A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Auto Services Utility Worker	244	578	A	015	$ 35.090135	$ 6,082.29	$ 72,987.48	$ 36.832731	$ 6,384.34	$ 76,612.08	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76
Automotive Technician I	248	6	G	020	$ 38.973635	$ 6,755.43	$ 81,065.16	$ 40.946712	$ 7,097.43	$ 85,169.16	$ 43.102904	$ 7,471.17	$ 89,654.04	$ 45.347135	$ 7,860.17	$ 94,322.04	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 49.937481	$ 8,655.83	$ 103,869.96
Automotive Technician II	249	6	G	022	$ 40.946712	$ 7,097.43	$ 85,169.16	$ 43.102904	$ 7,471.17	$ 89,654.04	$ 45.347135	$ 7,860.17	$ 94,322.04	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 52.337712	$ 9,071.87	$ 108,862.44
Automotive Technician III	250	6	G	028	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 54.880385	$ 9,512.60	$ 114,151.20	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28	$ 60.508096	$ 10,488.07	$ 125,856.84
Building Maint Worker	260	6	G	026	$ 45.347135	$ 7,860.17	$ 94,322.04	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 54.880385	$ 9,512.60	$ 114,151.20	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08
Business Analyst	262	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Business Analyst-Fiber	262A	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Business Analyst-Public Benef	262B	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Buyer	270	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Chief of Party	310	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Chief Storekeeper	319	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Code Enforcement Officer	330	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Code Enforcement Technician	329	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Combination Inspector	336	578	A	037	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32
Communication Technician I	346	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Communication Technician II	345	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Communications Coordinator	338	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Community Svc Officer I	347	10	H	017	$ 40.658135	$ 7,047.41	$ 84,568.92	$ 42.693519	$ 7,400.21	$ 88,802.52	$ 44.883288	$ 7,779.77	$ 93,357.24	$ 47.213481	$ 8,183.67	$ 98,204.04	$ 49.613769	$ 8,599.72	$ 103,196.64	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 52.077231	$ 9,026.72	$ 108,320.64
Community Svc Officer II	348	10	H	022	$ 46.013365	$ 7,975.65	$ 95,707.80	$ 48.336404	$ 8,378.31	$ 100,539.72	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 53.284500	$ 9,235.98	$ 110,831.76	$ 56.056788	$ 9,716.51	$ 116,598.12	$ 57.362308	$ 9,942.80	$ 119,313.60	$ 58.660615	$ 10,167.84	$ 122,014.08
Crime Analyst	350	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Customer Service Rep	364	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Customer Service Rep - Permit	369	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Customer Service Supervisor	367	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Deputy Fire Marshal Haz Mats	376	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Deputy Fire Marshal I	372	1	C	034	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00
Deputy Fire Marshal II	373	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Deputy Fire Marshal III	374	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Driver/Eng 24 Hrs	380S	1S	C1	033	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84
Driver/Eng 24Hr-Training Prem	380P	1S	C1	034	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 68.782912	$ 16,691.32	$ 200,295.84
Driver/Eng 80 Hrs	380	1	C	033	$ 72.299827	$ 12,531.97	$ 150,383.64	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80
Driver/Eng Training Division	380T	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Elec & Water System Op - Cert	390R	3	R6	037	$ 93.543173	$ 16,214.15	$ 194,569.80	$ 98.142404	$ 17,011.35	$ 204,136.20	$ 103.182058	$ 17,884.89	$ 214,618.68	$ 108.467423	$ 18,801.02	$ 225,612.24	$ 113.939019	$ 19,749.43	$ 236,993.16	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 119.647904	$ 20,738.97	$ 248,867.64
Elec & Water System Opertr	390	3	D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Elec Crew Foreperson	550	3	D1	039	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04
Elec Helper/Driver	435	3	D2	020	$ 58.383981	$ 10,119.89	$ 121,438.68	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 72.918577	$ 12,639.22	$ 151,670.64	$ 74.714250	$ 12,950.47	$ 155,405.64
Elec Maintenance Worker	415	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Meter Technician	426	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Elec Util Database Administrat	177	578	A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Elec Util Electrician Apprent	887	3	D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Elec Util Electrician Tech	890	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Util Network Administrat	436	578	A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Elec Utility Electrician	885	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Elec Utility Engineer	428	4	E2	042	$ 85.890115	$ 14,887.62	$ 178,651.44	$ 90.351923	$ 15,661.00	$ 187,932.00	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 107.016865	$ 18,549.59	$ 222,595.08	$ 109.530346	$ 18,985.26	$ 227,823.12

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Utility Equip Operatr	429	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Utility Gen Tech	431	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Utility Prog Analyst	440	578	A	036	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48
Electrical Estimator	437	3	D1	027	$ 69.352731	$ 12,021.14	$ 144,253.68	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 88.249442	$ 15,296.57	$ 183,558.84
Energy Consrvation Specialist	446	578	A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Tech	460	578	A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Tech (Elec)	460A	578	A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Tech (Fiber)	460F	578	A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Equipment Operator	470	6	G	027	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28
Fiber Splicing Technician	488	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Financial Analyst	472	578	A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Fire Application Data Analyst	491	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Fire Captain - Training	475T	1	C	043	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 96.975923	$ 16,809.16	$ 201,709.92	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 112.389173	$ 19,480.79	$ 233,769.48	$ 115.109942	$ 19,952.39	$ 239,428.68	$ 117.992712	$ 20,452.07	$ 245,424.84
Fire Captain 24 Hrs	475S	1S	C1	038	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 68.782912	$ 16,691.32	$ 200,295.84	$ 72.173571	$ 17,514.12	$ 210,169.44	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36
Fire Captain 24Hr-Trng Premium	475P	1S	C1	039	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36	$ 77.806484	$ 18,881.04	$ 226,572.48
Fire Captain 80 Hrs	475	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Fire Plan Draftsperson	482	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Fire Prevention Specialist I	489	10	H2	012	$ 36.361558	$ 6,302.67	$ 75,632.04	$ 38.189885	$ 6,619.58	$ 79,434.96	$ 39.968654	$ 6,927.90	$ 83,134.80	$ 42.073442	$ 7,292.73	$ 87,512.76	$ 44.178115	$ 7,657.54	$ 91,890.48	$ 45.319096	$ 7,855.31	$ 94,263.72	$ 46.460019	$ 8,053.07	$ 96,636.84
Fire Prevention Specialist II	478	10	H2	035	$ 63.786923	$ 11,056.40	$ 132,676.80	$ 67.004192	$ 11,614.06	$ 139,368.72	$ 70.327846	$ 12,190.16	$ 146,281.92	$ 73.878288	$ 12,805.57	$ 153,666.84	$ 77.669654	$ 13,462.74	$ 161,552.88	$ 79.597154	$ 13,796.84	$ 165,562.08	$ 81.496442	$ 14,126.05	$ 169,512.60
Fire Protection Engineer	492	10	H2	041	$ 73.878288	$ 12,805.57	$ 153,666.84	$ 77.669654	$ 13,462.74	$ 161,552.88	$ 81.496442	$ 14,126.05	$ 169,512.60	$ 85.493308	$ 14,818.84	$ 177,826.08	$ 89.823173	$ 15,569.35	$ 186,832.20	$ 91.998808	$ 15,946.46	$ 191,357.52	$ 94.330327	$ 16,350.59	$ 196,207.08
Firefighter I 24 Hrs	487S	1S	C3	018	$ 36.481731	$ 8,852.90	$ 106,234.80	$ 39.244286	$ 9,523.28	$ 114,279.36	$ 42.207940	$ 10,242.46	$ 122,909.52	$ 45.392431	$ 11,015.23	$ 132,182.76									
Firefighter I 24Hr-Trng Premiu	487P	1S	C3	019	$ 37.380824	$ 9,071.08	$ 108,852.96	$ 40.211456	$ 9,757.98	$ 117,095.76	$ 43.248173	$ 10,494.89	$ 125,938.68	$ 46.511126	$ 11,286.70	$ 135,440.40									
Firefighter I 80 Hrs	487Y	1	C2	018	$ 50.196000	$ 8,700.64	$ 104,407.68	$ 53.997058	$ 9,359.49	$ 112,313.88	$ 58.074808	$ 10,066.30	$ 120,795.60	$ 62.456423	$ 10,825.78	$ 129,909.36									
Firefighter I Training Div	487T	1	C2	019	$ 56.470500	$ 9,788.22	$ 117,458.64	$ 60.746712	$ 10,529.43	$ 126,353.16	$ 65.334173	$ 11,324.59	$ 135,895.08	$ 70.263462	$ 12,179.00	$ 146,148.00									
Firefighter II 24 Hrs	480S	1S	C1	030	$ 48.822280	$ 11,847.54	$ 142,170.48	$ 51.226566	$ 12,430.98	$ 149,171.76	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52
Firefighter II 24H-Trng/Premiu	480P	1S	C1	031	$ 50.034190	$ 12,141.63	$ 145,699.56	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 63.881126	$ 15,501.82	$ 186,021.84
Firefighter II 80 Hrs	480	1	C	030	$ 67.175596	$ 11,643.77	$ 139,725.24	$ 70.483731	$ 12,217.18	$ 146,606.16	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 85.687731	$ 14,852.54	$ 178,230.48
Firefighter II Training Div	480T	1	C	035	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 96.975923	$ 16,809.16	$ 201,709.92
Fleet Coordinator	466	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Forensic Coordinator	486	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Grounds Maint Worker I	485	6	G	019	$ 38.078596	$ 6,600.29	$ 79,203.48	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88
Grounds Maint Worker I	485A	6	G	019	$ 38.078596	$ 6,600.29	$ 79,203.48	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88
Grounds Maint Worker II	490	6	G	021	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 51.185077	$ 8,872.08	$ 106,464.96
Grounds Maint Worker II	490A	6	G	021	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 51.185077	$ 8,872.08	$ 106,464.96
Grounds Maint Worker III	495	6	G	023	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 53.626038	$ 9,295.18	$ 111,542.16
Grounds Maint Worker III	495A	6	G	023	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 53.626038	$ 9,295.18	$ 111,542.16
Health & Wellness Coordinator	123	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Housing Inspector	500	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Human Resources Assistant	509	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Human Resources Technician	508	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Jail Service Officer	353	10	H	022	$ 46.013365	$ 7,975.65	$ 95,707.80	$ 48.336404	$ 8,378.31	$ 100,539.72	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 53.284500	$ 9,235.98	$ 110,831.76	$ 56.056788	$ 9,716.51	$ 116,598.12	$ 57.362308	$ 9,942.80	$ 119,313.60	$ 58.660615	$ 10,167.84	$ 122,014.08
Journey Lineworker	560	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Journey Lineworker Apprentice	561	3	D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Journey Lineworker Apprentice	561R	3	D1	029	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 92.586058	$ 16,048.25	$ 192,579.00
Key Customer Representative	505	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Legal Office Specialist III	519	578	A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Librarian I	530	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Cataloging	530C	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Reference	530A	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Youth Services	530B	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian II	535	578	A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Cataloging	535C	578	A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Reference	535A	578	A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Youth Services	535B	578	A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Library Assistant I	526	578	A	016	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 46.088423	$ 7,988.66	$ 95,863.92
Library Assistant II	528	578	A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Library Circulation Supervsr	529	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Library Prog Coord - Tech Svcs	534D	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Prog Coord-Technology	534F	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Program Coord - Ref	534B	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Program Coordinator	534	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Technology Assistant	754C	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Literacy Advocate	562	578	A	012	$ 32.642250	$ 5,657.99	$ 67,895.88	$ 34.296750	$ 5,944.77	$ 71,337.24	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 41.721635	$ 7,231.75	$ 86,781.00
Literacy Program Supervisor	563	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Literacy Student/Tutor Coord	564	578	A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Materials Handler	570	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Mechanical Maintenance Worker	580	6	G	029	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 59.091000	$ 10,242.44	$ 122,909.28	$ 60.508096	$ 10,488.07	$ 125,856.84	$ 62.040462	$ 10,753.68	$ 129,044.16
Meter Data Analyst	601	578	A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Meter Reader	595	578	A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Office Assistant	933	578	A	012	$ 32.642250	$ 5,657.99	$ 67,895.88	$ 34.296750	$ 5,944.77	$ 71,337.24	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 41.721635	$ 7,231.75	$ 86,781.00
Office Records Specialist	934	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Office Specialist II	936	578	A	018	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12
Office Specialist III	938	578	A	022	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20
Office Specialist IV	939	578	A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Park Foreperson	615	578	A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Park Maint Crafts Worker	620	6	G	029	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 59.091000	$ 10,242.44	$ 122,909.28	$ 60.508096	$ 10,488.07	$ 125,856.84	$ 62.040462	$ 10,753.68	$ 129,044.16
Permit Center Supervisor	040	578	A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Permit Technician	621	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Plans Examiner	630	578	A	041	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 82.575231	$ 14,313.04	$ 171,756.48	$ 84.690923	$ 14,679.76	$ 176,157.12
Police Lieutenant	645	2	B	043	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 116.204481	$ 20,142.11	$ 241,705.32	$ 122.013288	$ 21,148.97	$ 253,787.64	$ 128.066423	$ 22,198.18	$ 266,378.16	$ 131.315942	$ 22,761.43	$ 273,137.16	$ 134.529346	$ 23,318.42	$ 279,821.04
Police Officer	650	2	B	031	$ 78.663058	$ 13,634.93	$ 163,619.16	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 98.008846	$ 16,988.20	$ 203,858.40	$ 100.388423	$ 17,400.66	$ 208,807.92
Police Officer - FTO	650T	2	B	033	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 102.904558	$ 17,836.79	$ 214,041.48	$ 105.413596	$ 18,271.69	$ 219,260.28
Police Records Spec I	641	10	H2	018	$ 42.073442	$ 7,292.73	$ 87,512.76	$ 44.178115	$ 7,657.54	$ 91,890.48	$ 46.460019	$ 8,053.07	$ 96,636.84	$ 48.805731	$ 8,459.66	$ 101,515.92	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 52.582846	$ 9,114.36	$ 109,372.32	$ 53.801827	$ 9,325.65	$ 111,907.80
Police Records Spec II	643	10	H2	022	$ 46.460019	$ 8,053.07	$ 96,636.84	$ 48.805731	$ 8,459.66	$ 101,515.92	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 53.801827	$ 9,325.65	$ 111,907.80	$ 56.601000	$ 9,810.84	$ 117,730.08	$ 57.919212	$ 10,039.33	$ 120,471.96	$ 59.230154	$ 10,266.56	$ 123,198.72
Police Records Supervisor	644	10	H2	026	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 53.801827	$ 9,325.65	$ 111,907.80	$ 56.601000	$ 9,810.84	$ 117,730.08	$ 59.230154	$ 10,266.56	$ 123,198.72	$ 62.199462	$ 10,781.24	$ 129,374.88	$ 63.786923	$ 11,056.40	$ 132,676.80	$ 65.374269	$ 11,331.54	$ 135,978.48
Police Sergeant	665	2	B	037	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 113.422269	$ 19,659.86	$ 235,918.32	$ 116.204481	$ 20,142.11	$ 241,705.32
Police Training Coordinator	648	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Power Account Clerk I	662	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Power Account Clerk III	664	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Power Contract Specialist	661	578	A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Principal Elec Estimator	669	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Principal Engrg Tech (Elec)	670	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Principal Engrg Tech (Fiber)	670A	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Public Safety Dispatcher I	339	10	H3	025	$ 52.600212	$ 9,117.37	$ 109,408.44	$ 55.212000	$ 9,570.08	$ 114,840.96	$ 57.957750	$ 10,046.01	$ 120,552.12	$ 60.815192	$ 10,541.30	$ 126,495.60	$ 63.769096	$ 11,053.31	$ 132,639.72	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 66.976269	$ 11,609.22	$ 139,310.64
Public Safety Dispatcher II	340	10	H3	028	$ 56.491904	$ 9,791.93	$ 117,503.16	$ 59.431038	$ 10,301.38	$ 123,616.56	$ 62.191673	$ 10,779.89	$ 129,358.68	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 70.354385	$ 12,194.76	$ 146,337.12	$ 72.051000	$ 12,488.84	$ 149,866.08
Public Works Inspector	680	578	A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Public Works Supervisor	151	578	A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Pump Maintenance Technician	677	6	G	027	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28
Purchasing Clerk	678	578	A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Purchasing Utility Worker	679	578	A	015	$ 35.090135	$ 6,082.29	$ 72,987.48	$ 36.832731	$ 6,384.34	$ 76,612.08	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76
Recreation Coordinator	693	578	A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Recreation Coord-Therapeutics	693A	578	A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Recreation Program Supervisor	691	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Recreation Supervisor	685	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Recruit Police Officer	689	2R	B2	031	$ 57.908077	$ 10,037.40	$ 120,448.80	$ 60.805327	$ 10,539.59	$ 126,475.08	$ 63.846346	$ 11,066.70	$ 132,800.40	$ 67.038231	$ 11,619.96	$ 139,439.52	$ 70.388365	$ 12,200.65	$ 146,407.80	$ 72.149712	$ 12,505.95	$ 150,071.40	$ 73.954212	$ 12,818.73	$ 153,824.76
Resource Analyst II	696	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Service Coordinator-Inspector	792	3	D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Service Coord-Inspector(Fiber)	792F	3	D1	034	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36
Sewer Inspection Technician	783	6	G	027	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28
Sr Accounting Technician	208	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Sr Business Analyst	722	578	A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Sr Center Coordinator	715	578	A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Sr Customer Service Rep	724	578	A	022	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20
Sr Elec & Water Syst Op - Cert	777R	3	R6	040	$ 100.539462	$ 17,426.84	$ 209,122.08	$ 105.773827	$ 18,334.13	$ 220,009.56	$ 111.169385	$ 19,269.36	$ 231,232.32	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 122.570019	$ 21,245.47	$ 254,945.64	$ 125.644673	$ 21,778.41	$ 261,340.92	$ 128.702365	$ 22,308.41	$ 267,700.92
Sr Elec & Water System Operatr	777	3	D1	040	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04	$ 121.418077	$ 21,045.80	$ 252,549.60
Sr Elec Crew Foreperson	551	3	D1	551	$ 99.713942	$ 17,283.75	$ 207,405.00	$ 104.699654	$ 18,147.94	$ 217,775.28	$ 109.934654	$ 19,055.34	$ 228,664.08	$ 115.431346	$ 20,008.10	$ 240,097.20	$ 121.203000	$ 21,008.52	$ 252,102.24	$ 124.233058	$ 21,533.73	$ 258,404.76	$ 127.338808	$ 22,072.06	$ 264,864.72
Sr Elec Meter Technician	729	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Elec Tech	785	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Eng	730	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Control-Comm	730I	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Distbn Plan	730D	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Fiber	730L	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Generation	730E	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Opr Planning	730F	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Prot Relay	730A	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Generation Tech	733	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Electrical Estimator	726	3	D1	031	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56
Sr Energy Systems Analyst	744	578	A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Sr Engineer (Civil)	322	4	E	041	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 84.645577	$ 14,671.90	$ 176,062.80	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 93.295962	$ 16,171.30	$ 194,055.60	$ 95.639538	$ 16,577.52	$ 198,930.24	$ 97.945846	$ 16,977.28	$ 203,727.36
Sr Engineering Tech	745	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Sr Human Resources Assistant	510	578	A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Sr Human Resources Technician	747	578	A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Sr Inspector	750	578	A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Sr Instrument & Control Tech	753	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Key Customer Representative	752	578	A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Sr Library Asst	754	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Sr Library Asst-Public Svc	754B	578	A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Sr Materials Handler	760	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Sr Permit Technician	766	578	A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Sr Planner	765	578	A	041	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 82.575231	$ 14,313.04	$ 171,756.48	$ 84.690923	$ 14,679.76	$ 176,157.12
Sr Plans Examiner	773	578	A	045	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 88.901654	$ 15,409.62	$ 184,915.44	$ 91.078269	$ 15,786.90	$ 189,442.80	$ 93.329481	$ 16,177.11	$ 194,125.32
Sr Public Safety Dispatcher	725	10	H3	034	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 72.051000	$ 12,488.84	$ 149,866.08	$ 75.615231	$ 13,106.64	$ 157,279.68	$ 79.536519	$ 13,786.33	$ 165,435.96	$ 81.553154	$ 14,135.88	$ 169,630.56	$ 83.577000	$ 14,486.68	$ 173,840.16
Sr Resource Analyst	771	578	A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Staff Aide I	794	578	A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Staff Aide II	795	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Staff Aide II - Envir Programs	795A	578	A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Staff Analyst I	796	578	A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Staff Analyst II	797	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Street Maint Worker I	811	6	G	019	$ 38.078596	$ 6,600.29	$ 79,203.48	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88
Street Maint Worker II	812	6	G	021	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 51.185077	$ 8,872.08	$ 106,464.96
Street Maint Worker III	813	6	G	023	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 53.626038	$ 9,295.18	$ 111,542.16
Street Maint Worker IV	814	6	G	029	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 59.091000	$ 10,242.44	$ 122,909.28	$ 60.508096	$ 10,488.07	$ 125,856.84	$ 62.040462	$ 10,753.68	$ 129,044.16
Street Sweeper Operator	825	6	G	028	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 54.880385	$ 9,512.60	$ 114,151.20	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28	$ 60.508096	$ 10,488.07	$ 125,856.84
Time & Material Clerk	845	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Traffic Operations Engineer	851	4	E	038	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 82.690096	$ 14,332.95	$ 171,995.40	$ 86.623442	$ 15,014.73	$ 180,176.76	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 90.997154	$ 15,772.84	$ 189,274.08
Tree Trimmer II	780	6	G	026	$ 45.347135	$ 7,860.17	$ 94,322.04	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 49.937481	$ 8,655.83	$ 103,869.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 54.880385	$ 9,512.60	$ 114,151.20	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08
Troubleshooter	860	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Underground Crew Leader	877	3	D1	036	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40
Utility Business Systems Spc	569	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Conserv/Effcy Coord	913	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Crew Supervisor	881	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Field Services Worker	897	578	A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Utility Field Svcs Supervisor	896	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Inspection Supervisor	467	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Inspection Technician	469	6	G	027	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28
Utility Locator (Fiber)	899	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Utility Services Technician	892	578	A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Worker	895	6	G	019	$ 38.078596	$ 6,600.29	$ 79,203.48	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Water & Sewer System Operator	902	578	A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Water Resources Specialist	907	578	A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Water Service Technician I	904	6	G	025	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 54.880385	$ 9,512.60	$ 114,151.20	$ 56.283981	$ 9,755.89	$ 117,070.68
Water Service Technician II	903	6	G	027	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 53.626038	$ 9,295.18	$ 111,542.16	$ 56.283981	$ 9,755.89	$ 117,070.68	$ 57.694269	$ 10,000.34	$ 120,004.08	$ 59.091000	$ 10,242.44	$ 122,909.28
Water/Sewer Maint Worker I	914	6	G	019	$ 38.078596	$ 6,600.29	$ 79,203.48	$ 39.950019	$ 6,924.67	$ 83,096.04	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 47.557558	$ 8,243.31	$ 98,919.72	$ 48.744173	$ 8,448.99	$ 101,387.88
Water/Sewer Maint Worker II	917	6	G	023	$ 41.984135	$ 7,277.25	$ 87,327.00	$ 44.235231	$ 7,667.44	$ 92,009.28	$ 46.465962	$ 8,054.10	$ 96,649.20	$ 48.744173	$ 8,448.99	$ 101,387.88	$ 51.185077	$ 8,872.08	$ 106,464.96	$ 52.337712	$ 9,071.87	$ 108,862.44	$ 53.626038	$ 9,295.18	$ 111,542.16

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

25-789 **Agenda Date: 8/19/2025**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of June 2025

BOARD PILLARS
Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during June 2025. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 11, 2025 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2025-26 Operating, Debt Service, and Capital Budget which runs from April 1, 2025 to March 31, 2026. Significant expenditures (greater than $5,000) paid in June 2025 include:

- Payment totaling $10,295.00 to Brailsford & Dunlavey, Inc. for CapEx Project - Project and Construction Management Firm
- Payments totaling $1,068,183.30 to the City of Santa Clara for the following:
  - $68,183.30 for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
  - $1,000,000.00 for Ground Lease Rent (Year 12)
- Payment totaling $877,017.81 to Forty Niners SC Stadium Company, LLC for Community Facilities District (CFD) Advance Payment - Principal & Interest
- Payment totaling $5,200.00 to Canyon Oaks Ventures LLC for Stadium Market Research (March and April 2025)
- Payment totaling $1,514,596.26 to Forty Niners Stadium Management Company, LLC for June 2025 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payment totaling $25,035.00 for Legal Services (April & May 2025)
- Payments totaling $53,744.88 to Hellmuth, Obata & Kassabaum, Inc. for the following:
  - $36,145.00 for CapEx Project - LED Retrofit Project - Phase 1
  - $17,469.88 for CapEx Project - Broadcast Booth Window System Replacement

  - $130.00 for CapEx Project - Plumbing - Boilers
- Payment totaling $5,344.70 to InTWO, Inc for Financial Management System Monthly Services (May 2025)
- Payment totaling $774,950.14 to Jones Sign Company for CapEx Project - Levi's Naming Rights Signage Refurbishment
- Payment totaling $46,597.50 to O.C. McDonald Co., Inc. for CapEx Project - Plumbing - Boilers
- Payments totaling $4,070,692.05 to Prime Electric for CapEx Project - Lighting Systems - Fixture Replacement of Major Outdoor Lighting / LED Retrofit / Sports Lighting

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact to the Stadium Authority is $8,463,649.46

COORDINATION

This report has been coordinated with the Executive Director and Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for June 2025.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. June 2025 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of June 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
6/23/2025	Brailsford & Dunlavey, Inc.	167810325.6F	CapEx Project - Project and Construction Management Firm	CapEx	6,301.25	
6/23/2025	Brailsford & Dunlavey, Inc.	167810425.7F	CapEx Project - Project and Construction Management Firm	CapEx	3,993.75	
						10,295.00
6/10/2025	City of Santa Clara	N/A	B2511 SCSA Payroll Costs	Operating	68,183.30	
6/30/2025	City of Santa Clara	N/A	Ground Lease Rent (Year 12)	Operating	1,000,000.00	
						1,068,183.30
6/18/2025	Forty Niners SC Stadium Company, LLC	N/A	CFD Advance Payment - Principal & Interest	Debt Service		877,017.81
6/2/2025	Canyon Oaks Ventures LLC	0058	Stadium Market Research (March & April 2025)	Operating		5,200.00
6/23/2025	Consor PMCM, Inc.	24-070 TO1-02	CapEx Project - Project and Construction Management Firm	CapEx	3,400.00	
6/23/2025	Consor PMCM, Inc.	24-070 TO1-03	CapEx Project - Project and Construction Management Firm	CapEx	800.00	
						4,200.00
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Security	Operating	158,745.11	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Stadium Ops	Operating	290,755.80	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Engineering	Operating	312,647.68	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - SBL Sales & Service	Operating	193,628.47	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Insurance	Operating	96,900.87	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Utilities	Operating	299,359.90	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - StadCo Tenant Improvements	Operating	12,648.44	
6/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102056	June 2025 Stadium Manager Expenses - Other G&A	Operating	63,622.56	
						1,514,596.26
6/10/2025	[redacted]	1524364	Legal Services (April 2025)	Operating	[redacted]	
6/10/2025		1524365	Legal Services (April 2025)	Operating		
6/10/2025		185871	Legal Services (April 2025)	Operating		
6/13/2025		1526700	Legal Services (May 2025)	Operating		
6/13/2025		1526701	Legal Services (May 2025)	Operating		
						25,035.00
6/16/2025	JPMorgan Chase Bank, N.A.	N/A	Bank Fees	Operating		3.82
6/16/2025	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-1	CapEx Project - LED Retrofit Project - Phase 1	CapEx	31,910.00	
6/16/2025	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-2	CapEx Project - LED Retrofit Project - Phase 1	CapEx	4,235.00	
6/23/2025	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31-1	CapEx Project - Broadcast Booth Window System Replacement	CapEx	10,172.38	
6/23/2025	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31-2	CapEx Project - Broadcast Booth Window System Replacement	CapEx	7,297.50	
6/23/2025	Hellmuth, Obata & Kassabaum, Inc.	21.04091.12-9	CapEx Project - Plumbing - Boilers	CapEx	130.00	
						53,744.88
6/10/2025	InTWO, Inc.	37964-US	Financial Management System Monthly Services (May 2025)	Operating	4,974.90	
6/10/2025	InTWO, Inc.	37965-US	Financial Management System Monthly Services (May 2025)	Operating	369.80	
						5,344.70
6/23/2025	Jones Sign Company	Application 2	CapEx Project - Levi's Naming Rights Signage Refurbishment	CapEx		774,950.14
6/2/2025	Keyser Marston Associates, Inc.	0039659	Fiscal and Economic Analysis (March 2025)	Operating		3,682.50

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of June 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
6/23/2025	O.C. McDonald Co., Inc.	Application 3	CapEx Project - Plumbing - Boilers	CapEx	10,260.00	
6/23/2025	O.C. McDonald Co., Inc.	Application 2R1	CapEx Project - Plumbing - Boilers	CapEx	15,817.50	
6/23/2025	O.C. McDonald Co., Inc.	Application 4R2	CapEx Project - Plumbing - Boilers	CapEx	10,260.00	
6/23/2025	O.C. McDonald Co., Inc.	Application 7	CapEx Project - Plumbing - Boilers	CapEx	10,260.00	
						46,597.50
6/13/2025	Prime Electric	20764	CapEx Project - Lighting Systems - Fixture Replacement of Major Outdoor Lighting / LED Retrofit / Sports Lighting	CapEx	3,600,442.05	
6/23/2025	Prime Electric	21025	CapEx Project - Lighting Systems - Fixture Replacement of Major Outdoor Lighting / LED Retrofit / Sports Lighting	CapEx	470,250.00	
						4,070,692.05
6/10/2025	Wilson, Ihrig & Associates, Inc.	22162N18	Stadium Noise Monitoring Services (April 2025)	Operating	2,226.50	
6/17/2025	Wilson, Ihrig & Associates, Inc.	22162N19	Stadium Noise Monitoring Services (May 2025)	Operating	1,880.00	
						4,106.50
			June 2025 Total			**$ 8,463,649.46**

25-738 **Agenda Date: 8/19/2025**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on the Stadium Manager's Request to Approve an Amendment No. 2 with ACCO Engineering Systems, Inc. and an Amendment No. 3 with O.C. McDonald Co., Inc. to Extend the Agreement Terms for One Year and Increase the Not to Exceed Amounts by $250,000 for On-Call Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

As the Stadium Manager of Levi's Stadium, Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Stadium Manager.

As described in an August 24, 2021 report to the Stadium Authority Board (Board), the Stadium Manager conducted a Request for Proposal (RFP) process for mechanical and plumbing maintenance and repair services for the Stadium. Four proposals were received and through the evaluation process, ACCO Engineered Systems, Inc. (ACCO Engineered Systems) and O.C. McDonald Co., Inc. (O.C. McDonald Co.) were selected as the most competitive and responsive bidders to perform the required scope of work. The Stadium Manager recommended award to both vendors for the purpose of having master agreements in place for mechanical and plumbing maintenance repair services and planned to use the vendors for specific task orders and award work based on responsiveness, availability, cost, and expertise. On August 24, 2021, the Stadium Authority Board approved the Stadium Manager's request to execute agreements with both vendors to perform mechanical and plumbing maintenance and repair services at Levi's Stadium.

Original Agreements and Related Amendments

The Agreement with ACCO Engineered Systems (Attachment 1) and the Agreement with O.C. McDonald Co. (Attachment 4) each include an initial term of three years with the option to extend for two additional one-year periods, in an amount not to exceed $250,000 per contract year, for a total not to exceed amount of $750,000 over the three-year period beginning September 7, 2021 through September 6, 2024. The Board's August 24, 2021 approval did not include authority to exercise the two optional one-year extensions for either agreement.

On July 22, 2024, the Stadium Authority Executive Director (Executive Director) approved a request from the Stadium Manager to complete an emergency temporary domestic boiler project at Levi's

Stadium. Santa Clara City Code Sections 2.105.260 and 17.30.050 provide authority, respectively, for City and Stadium Authority emergency purchases for various reasons, including health and safety risks. Failure of the domestic boiler would have resulted in no hot water being available at the Stadium. Hot water serves numerous health and safety purposes and is essential for the safe operation of the Stadium. The Stadium Manager obtained quotes from ACCO Engineered Systems and O.C. McDonald Co. for the emergency project and received a lower estimate from the latter. As part of the Stadium Manager's emergency request, the Executive Director approved an Amendment No. 1 to the existing Agreement with O.C. McDonald Co. (Attachment 5) to increase the not to exceed amount by $254,922 (from $250,000 to $504,922) for the third year of the agreement term and use of Fiscal Year (FY) 2024/25 Plumbing - Boilers Capital Expense (CapEx) Project funds to cover costs associated with the emergency project.

On August 6, 2024, the Stadium Authority Board approved the Stadium Manager's request to execute an 1) Amendment No. 1 to the Agreement with ACCO Engineered Systems to extend the term through September 6, 2025 with an option to extend for one additional year, in an amount not to exceed $250,000 for the fourth contract year and a total not to exceed amount of $1,000,000 with compensation rate increases for the fourth contract year, subject to budget appropriations (Attachment 2); and 2) Amendment No. 2 to the Agreement with O.C. McDonald Co. to extend the term for one year through September 6, 2025 with an option to extend for one additional year, in an amount not to exceed $250,000 for the fourth contract year and a total not to exceed amount of $1,254,922 over the four year term and compensation rate increases for the fourth contract year, subject to budget appropriations (Attachment 6).

Stadium Manager Request

The Stadium Manager has a continued need for the mechanical and plumbing maintenance and repair services and is requesting approval to execute the following:

1. Amendment No. 2 to the Agreement with ACCO Engineered Systems (Attachment 3) that will extend the term for one year beginning September 7, 2025 through September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,250,000 over the five-year term, and increase the labor rates for the fifth contract year; and

2. Amendment No. 3 to the Agreement with O.C. McDonald Co. (Attachment 7) that will extend the term for one year beginning September 7, 2025 through September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,504,922 over the five-year term.

The Recommendation Memo submitted by the Stadium Manager describes the request and justification for the rate increases in more detail (Attachment 8).

DISCUSSION

The Stadium is a 1.8 million square foot facility that utilizes complex mechanical and plumbing components throughout the Stadium. The Stadium Manager entered into the existing agreements with ACCO Engineered Systems and O.C. McDonald Co. to establish a list of qualified and experienced contractors to provide maintenance and repair services on an as needed basis and has a continued need for such services.

During the term of their respective agreements, both ACCO Engineered Systems and O.C. McDonald Co. worked on mechanical and plumbing systems throughout the Stadium. The services performed include working on all aspects of the HVAC systems including resolving problems with air handling, cooling towers, refrigeration, supply and return fans, and exhaust fans. They have provided maintenance and repairs for various boiler systems. In addition, they have performed work on various plumbing systems ranging from repairing pipes to addressing sewer and storm drainage system issues.

As described in the Stadium Manager's Recommendation Memo, the Stadium Manager utilizes the agreements by obtaining quotes from both contractors and issuing task orders for services based on availability and lowest cost. Below is a summary of expenditures during the term of the agreements:

ACCO Engineered Systems

- Contract Year One: $237,013.13
- Contract Year Two: $244,417.20
- Contract Year Three: $248,226.43
- Contract Year Four (as of June 12, 2025): $38,407.99

O.C. McDonald Co.

- Contract Year One: $0.00
- Contract Year Two: $37,424.02
- Contract Year Three: $254,922 (amendment issued utilizing Stadium Authority CapEx funds)
- Contract Year Four (as of June 12, 2025): $0.00

ACCO Engineered Systems is proposing a 3% rate increase in labor rates to compensate for annual union signatory labor increases. This increase is consistent with the following provision in the Agreement under Exhibit G-1 Rate Schedule: *"Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage increases by more than 3%."*

Based on the information above and review of the Stadium Manager's request and supporting documentation, staff recommends approval of the Stadium Manager's request to execute an Amendment No. 2 to the Agreement with ACCO Engineered Systems and Amendment No. 3 to the Agreement with O.C. McDonald Co. to ensure continuity of mechanical and plumbing maintenance and repair services at Levi's Stadium.

The Stadium Authority Counsel's Office has reviewed both amendments to the agreements for comparison to the Stadium Authority's customary language. Nothing in the proposed amendments or agreements changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes

based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The Stadium Authority FY 2025/26 Budget contains Shared Stadium Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Stadium Expenses are split 50/50 between the Stadium Authority and StadCo per the Stadium Lease. There are sufficient funds in the FY 2025/26 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's portion (50%) of the agreement costs for both agreements' respective fifth contract year (up to $125,000 per agreement). As the agreement extensions cover multiple fiscal years, the terms for subsequent fiscal year(s) are conditioned upon approval of the Stadium Authority budget for the applicable fiscal year.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

1. Approve the Stadium Manager's request to execute an Amendment No. 2 to the Agreement with ACCO Engineered Systems to 1) extend the term for one year beginning September 7, 2025 to September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,250,000, subject to budget appropriations, and 2) increase the labor rates by 3% as outlined in Exhibit G-2 for the fifth contract year; and
2. Approve the Stadium Manager's request to execute an Amendment No. 3 to the Agreement with O.C. McDonald Co. to extend the term for one year beginning September 7, 2025 to September 6, 2026, in an amount not to exceed $250,000 for the fifth contract year and a total not to exceed amount of $1,504,922, subject to budget appropriations.

Reviewed by: Chuck Baker, Assistant Executive Director
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with ACCO Engineered Systems
2. Amendment No. 1 to the Agreement with ACCO Engineered Systems
3. Proposed Amendment No. 2 to the Agreement with ACCO Engineered Systems
4. Agreement with O.C. McDonald Co.
5. Amendment No. 1 to the Agreement with O.C. McDonald Co.
6. Amendment No. 2 to the Agreement with O.C. McDonald Co.
7. Proposed Amendment No. 3 to the Agreement with O.C. McDonald Co.
8. Stadium Manager’s Recommendation Memo

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM MECHANICAL AND PLUMBING MAINTENANCE AND REPAIR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this **Seventh day of September, 2021** by and between the **Forty Niners Stadium Management Company LLC**, a Delaware limited liability company ("Stadium Manager") and **ACCO Engineered Systems, Inc.**, with its principal place of business at 888 E. Walnut St., Pasadena, CA 91101 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium mechanical and plumbing maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. Contractor must have the requisite licenses for work performed under this Contract.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium Mechanical and Plumbing Maintenance and Repair ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")

- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules (Exhibit "I")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform

standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **September 6, 2024**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term

of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility

to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident

after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its

officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and

each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced

or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year on any new equipment installed by Contractor, or ninety (90) days on any corrections or repairs of existing equipment, (or the period of time specified elsewhere in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to

fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional period corresponding to the original warranty period, but solely for the corrected equipment, commencing with the date of acceptance of such corrected Work. The Contractor's warranty for its workmanship will not be reinstated. Contractor shall assign all manufacturers' warranties to the Stadium Manager. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: Tony Fini, Project Manager
ACCO Engineered Systems, Inc
tfini@accoes.com

STADIUM MANAGER:

General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND ACCO ENGINEERED SYSTEMS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the Seventh day of September 7, 2021.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
Jim Mercurio
Executive Vice President & General Manager

ACCO ENGINEERED SYSTEMS, INC

By: _____

Its: Assistant Secretary

Printed Name: Hugh Palmer

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove and install mechanical, refrigeration, plumbing and HVAC equipment and components, typically found in a large sports stadium. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

The Contractor is required to carry necessary licenses to perform the activities identified in the scope of services, which include either all or some combination of the following licenses:

- C-4: Boiler, Hot Water Heating and Steam Fitting Contractor
- C-10: Electrical
- C-20: Warm-Air Heating, Ventilating and Air-Conditioning Contractor
- C-36: Plumbing Contractor
- C-38: Refrigeration Contractor
- C-43: Sheet Metal Contractor
- A-1: General Engineering Contractor
- B-1: General Building Contractor

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various Mechanical, plumbing and HVAC systems at the Stadium, including but not limited to the following:

- Commercial Food Service Refrigeration Equipment
- Air Separators
- Expansion Tanks and Pot Feeder
- Pumps and Suction Diffusers
- Water Treatment Systems, to include:
    - Chemical feed equipment, conductivity controller, chemical pumps and water meters
    - Chemical Treatments for cooling towers and closed systems
- Cooling Towers Filtration and Basin Sweeping Systems
- Boilers
    - Natural gas modulating and condensing hot water boilers
    - Boiler Flues
- Heat Exchangers
- Cooling Towers
- Water to Water Heat Pumps (WWHP)
- Water Source Heat Pumps (WSHP)
- Variable Air Volume (VAV) Air Handling Equipment
- Variable Frequency Drives (VFD)
- Computer Room Air Conditioning (CRAC) Units
- Dehumidification Units
- Control Dampers
- Fire Smoke Dampers
- Fans (EF, RF, SEF, SF, SPF)
- Kitchen Pollution Control Units
- Kitchen Make-Up Air Units
- Roof Top Packaged Units
- VAV Air Handling Units (AHU)
- HVAC Related Seismic Restraints
- Integration with Building Management Systems
- Building Management System Service
- Mechanical Piping, Fittings, Valves, Duct, Dampers, Diffusers, Grilles, Plenums, Humidifiers, and other Miscellaneous Mechanical Equipment
- Utility Piping, Fittings, Grates, Cleanout Covers and other Common Plumbing Components
- Potable and Recycled Water Systems
- Sub-Metering Equipment
- Plumbing Fixtures to include, but not limited to:
    - Water Closet
    - Urinals
    - Lavatories
    - Sinks
    - Laundry Tubs
    - Floor Drains
    - Floor Sink
    - Eyewash Stations
    - Downspout Nozzles

    - Floor Cleanouts
    - Trench Drains
    - Trap Primer and Guards
    - Wall Hydrant
    - Hose Bibb
- Domestic Water Booster Pump
- Sewage Ejector and Sump Pump
- Water Heater (Gas and Fired)
- Grease and Sand/Oil Interceptor
- Backflow inspection, testing and repair
- General Pumps
- Recycled Water Filter
- Water Softener System

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in

writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

ACCO ENGINEERED SYSTEMS, INC

By: _____
Signature

Hugh Palmer
Name (Print)

Assistant Secretary
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: ACCO Engineered Systems, Inc.

DIR Registration Number: 1000000546

DIR Registration Expiration: 06/30/2024

Small Project Exemption: _____ Yes or X____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: ACCO Engineered Systems, Inc.

Signature

Name and Title Hugh Palmer, Assistant Secretary

Dated September 1, 2021

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to ACCO Engineered Systems, Inc., (hereinafter referred to as the "Contractor") an agreement for Levi's Stadium Mechanical And Plumbing Maintenance And Repair Services Contract (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated September 7, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we ACCO Engineered Systems, Inc. the undersigned Contractor and Fidelity And Deposit Company Of Maryland as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Seven Hundred Fifty Thousand and 00/100s DOLLARS, ($ $750,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of August, 2021).

(Corporate Seal)

ACCO Engineered Systems, Inc.
Contractor/ Principal

By _____

Hugh Palmer
Title Assistant Secretary

(Corporate Seal)

Surety: *Fidelity And Deposit Company Of Maryland*

By: _____
Attorney-in-Fact *Simone Gerhard*

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title *Simone Gerhard, Attorney-In-Fact*

The rate of premium on this bond is *100,000 @8.20 400,000 @6.35 2,000,000@5.70* per thousand. The total amount of premium charges, $*$5,359.00*.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) *Fidelity And Deposit Company Of Maryland*
777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

(Name and Address of Agent or Representative for service of process in California, if different from above)

(847) 413-5231

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On September 3, 2021, before me, Anthony R LaCorte, Notary Public, personally appeared Hugh Palmer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

ANTHONY R. LACORTE
Notary Public - California
Los Angeles County
Commission # 2353972
My Comm. Expires Apr 8, 2025

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On AUG 27 2021 before me, Meghan Hanes, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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



WITNESS my hand and official seal.

Signature Meghan Hanes

Meghan Hanes Signature of Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____ AUG 27 2021



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond Number: 9383827

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed September7, 20 21 has awarded to ACCO Engineered Systems, Inc hereinafter designated as the "Principal," a contract for the work described as follows:

Levi's Stadium Mechanical And Plumbing Maintenance And Repair Services Contract (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated September 7, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Fidelity And Deposit Company Of Maryland as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Seven Hundred Fifty Thousand and 00/100s Dollars ($ $750,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of August, 20 21.

(Corporate Seal)

ACCO Engineered Systems, Inc.
Contractor/ Principal

By _____

Hugh Palmer
Title Assistant Secretary

Fidelity And Deposit Company Of Maryland
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title Simone Gerhard, Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On September 3, 2021, before me, Anthony R LaCorte, Notary Public, personally appeared Hugh Palmer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

ANTHONY R. LACORTE
Notary Public - California
Los Angeles County
Commission # 2353972
My Comm. Expires Apr 8, 2025

WITNESS my hand and official seal.

Anthony R LaCorte

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On AUG 27 2021 before me, Meghan Hanes, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 MEGHAN HANES COMM. #2280722 Notary Public - California Los Angeles County My Comm. Expires Mar. 12, 2023 NRO1

Signature _____

Meghan Hanes Signature of Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____ AUG 27 2021



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT “G”

RATE SCHEDULE

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	**Journeyman Level:**				
1	SHEET METAL WORKER - FOREMAN	$193.34	$193.34	$253.33	$313.28
2	SHEET METAL WORKER - SHOP	$187.00	$187.00	$239.11	$291.26
3	SHEET METAL WORKER - FIELD	$168.10	$168.10	$220.21	$272.36
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) - FOREMAN	$211.16	$211.16	$274.04	$336.92
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	$198.08	$198.08	$254.63	$311.19
6	UNDERGROUND UTILITY PIPEFITTER - FOREMAN	$192.82	$192.82	$254.50	$316.16
7	UNDERGROUND UTILITY PIPEFITTER	$171.02	$171.02	$226.49	$281.96
B	**Apprentice Level:**				
1	SHEET METAL WORKER - 4TH PERIOD	$118.36	$118.36	$155.12	$191.86
2	SHEET METAL WORKER - 5TH PERIOD	$118.36	$118.36	$155.12	$191.86
3	SHEET METAL WORKER - 6TH PERIOD	$118.36	$118.36	$155.12	$191.86
4	SHEET METAL WORKER - 7TH PERIOD	$118.36	$118.36	$155.12	$191.86
5	SHEET METAL WORKER - 8TH PERIOD	$118.36	$118.36	$155.12	$191.86
6	SHEET METAL WORKER - 9TH PERIOD	$118.36	$118.36	$155.12	$191.86
7	SHEET METAL WORKER - 10TH PERIOD	$118.36	$118.36	$155.12	$191.86
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	$164.09	$164.09	$204.09	$244.09
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	$164.09	$164.09	$204.09	$244.09
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	$164.09	$164.09	$204.09	$244.09

11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	$164.09	$164.09	$204.09	$244.09
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	$164.09	$164.09	$204.09	$244.09
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	$164.09	$164.09	$204.09	$244.09
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	$164.09	$164.09	$204.09	$244.09
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	$137.57	$137.57	$176.75	$216.38
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	$137.57	$137.57	$176.75	$216.38
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	$137.57	$137.57	$176.75	$216.38
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	$137.57	$137.57	$176.75	$216.38
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	$137.57	$137.57	$176.75	$216.38
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	$137.57	$137.57	$176.75	$216.38
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	$137.57	$137.57	$176.75	$216.38
C	**Laborer Level:**				
1	Laborer - FOREMAN	$211.16	$211.16	$274.04	$336.92
2	Laborer	$164.09	$164.09	$204.09	$244.09
D	**Operating Engineer Level:**				
1	OPERATING ENGINEER - FOREMAN	$211.16	$211.16	$274.04	$336.92
2	OPERATING ENGINEER	$198.08	$198.08	$254.63	$311.19
E	**Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - $75.00**				
F	**Materials & Consumables Mark-Up from Actual Cost to Contractor is 20%**				
G	**Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%**				

1. **Billable Labor Rates**
   Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage increases by more than 3%.

2. **Materials and Consumables**
   a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
   b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
   c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

3. **Equipment Rental**
   a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
   b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. **Permit Fees**
   All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services

Contractor: **ACCO ENGINEERED SYSTEMS, INC**

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed $_____,_____.00

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**ACCO ENGINEERED SYSTEMS, INC**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

ATTACHMENT G

LABOR COMPLIANCE ADDENDUM

ATTACHMENT G
LABOR COMPLIANCE ADDENDUM

Contract Title:	
CONTRACTOR (Supplier) Name and Address	

This Contract is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to Stadium Manager, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply

with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the Stadium Manager or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to Stadium Manager, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Stadium Manager for any fines assessed by the California Department of Industrial Relations against the Stadium Manager for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Contract to verify compliance with this Addendum shall be made available for audit at no cost to Stadium Manager, at any time during regular business hours, upon written request. Copies of such records or documents shall be provided to Stadium Manager for audit at Levi’s Stadium when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor’s address indicated for receipt of notices in this Contract.

C. Enforcement

1. Stadium Manager shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Stadium Manager may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.

2. The Stadium Manager is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that Stadium Manager can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the Stadium Manager despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Contract or a waiver of the right to withhold payment for any subsequent breach of this Contract.

Stadium Manager, the Santa Clara Stadium Authority, or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Stadium Manager	**Contractor (Supplier)**
Name: Jim Plummer	Name: Hugh Palmer
Title: EVP & GM	Title: Assistant Secretary
Email: Jim.Plummer@49ers.com	Email: hpalmer@accoes.com
Signature: Date: 9/16/21	Signature: Date: 9/1/21

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AMENDMENT NO. 1

TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

ACCO ENGINEERED SYSTEMS, INC.

1. Parties and Date.

This Amendment No. 1 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this 28 day of August, 2024, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and ACCO Engineered Systems, Inc., a California corporation with its principal place of business at 888 E. Walnut St., Pasadena, CA 91101 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term, make corresponding changes to the not-to-exceed compensation amount, and adjust the rate schedule for the extended term.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Sections 3.3, 3.7.1, and 3.7.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

3. Terms.

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2024, and expiring September 6, 2025 ("First Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars ($250,000) for the First Extension Term ("First Extension Total Contract Price"). The First Extension Total Contract Price shall be billed at the rates specified in Exhibit "G-1" attached hereto and incorporated herein by reference. The total aggregate compensation amount under years one,

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two, three, and four of the Contract shall not exceed One Million Dollars ($1,000,000.00) without the approval of Stadium Manager.

3.3 Amendment: With respect to the First Extension Term, Exhibit "G" to the Contract is hereby deleted and replaced in its entirety with Exhibit "G-1", which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[SIGNATURES CONTINUED ON NEXT PAGE]

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SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND ACCO ENGINEERED SYSTEMS, INC.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:
Francine Hughes
D00025FBC0A74A3...

Francine Hughes
EVP & General Manager

9/17/2024

Date

ACCO ENGINEERED SYSTEMS, INC.

Signed by:
Hugh Palmer
BA9F6A8538E6417...

Hugh Palmer
Assistant Secretary

9/17/2024

Date

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EXHIBIT "G-1"

FIRST EXTENSION RATE SCHEDULE

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	**Journeyman Level:**	**-**	**-**	**-**	**-**
1	SHEET METAL WORKER – FOREMAN	$207.51	$207.51	$275.99	$344.47
2	SHEET METAL WORKER – SHOP	$200.70	$200.70	$266.93	$333.16
3	SHEET METAL WORKER – FIELD	$180.41	$180.41	$239.95	$299.48
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) – FOREMAN	$232.80	$232.80	$309.62	$386.45
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	$218.37	$218.37	$290.43	$362.49
6	UNDERGROUND UTILITY PIPEFITTER – FOREMAN	$212.58	$212.58	$282.73	$352.88
7	UNDERGROUND UTILITY PIPEFITTER	$188.54	$188.54	$250.76	$312.98
B	**Apprentice Level:**	-	-	-	-
1	SHEET METAL WORKER - 4TH PERIOD	$127.03	$127.03	$168.95	$210.87
2	SHEET METAL WORKER - 5TH PERIOD	$127.03	$127.03	$168.95	$210.87
3	SHEET METAL WORKER - 6TH PERIOD	$127.03	$127.03	$168.95	$210.87
4	SHEET METAL WORKER - 7TH PERIOD	$127.03	$127.03	$168.95	$210.87
5	SHEET METAL WORKER - 8TH PERIOD	$127.03	$127.03	$168.95	$210.87
6	SHEET METAL WORKER - 9TH PERIOD	$127.03	$127.03	$168.95	$210.87
7	SHEET METAL WORKER - 10TH PERIOD	$127.03	$127.03	$168.95	$210.87
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	$180.90	$180.90	$240.60	$300.29
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	$180.90	$180.90	$240.60	$300.29
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	$180.90	$180.90	$240.60	$300.29
11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	$180.90	$180.90	$240.60	$300.29
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	$180.90	$180.90	$240.60	$300.29
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	$180.90	$180.90	$240.60	$300.29
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	$180.90	$180.90	$240.60	$300.29

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	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	$151.77	$151.77	$201.85	$251.94
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	$151.77	$151.77	$201.85	$251.94
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	$151.77	$151.77	$201.85	$251.94
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	$151.77	$151.77	$201.85	$251.94
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	$151.77	$151.77	$201.85	$251.94
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	$151.77	$151.77	$201.85	$251.94
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	$151.77	$151.77	$201.85	$251.94
C	**Laborer Level:**	-	-	-	-
1	Laborer – FOREMAN	$226.19	$226.19	$300.83	$375.48
2	Laborer	$175.77	$175.77	$233.77	$291.78
D	**Operating Engineer Level:**	-	-	-	-
1	OPERATING ENGINEER – FOREMAN	$226.19	$226.19	$300.83	$375.48
2	OPERATING ENGINEER	$212.18	$212.18	$282.20	$352.22
E	**Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - $85.00**				
F	**Materials & Consumables Mark-Up from Actual Cost to Contractor is 20%**				
G	**Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%**				

1. **Billable Labor Rates**
   Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage and/or union labor contracts increase by more than 3%.

2. **Materials and Consumables**
   a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
   b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

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c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.

b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Payment and Performance Bond Fees

Payment and performance bond fees shall be pass through charges billed to the Stadium Manager for actual documented cost charged without markup.

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AMENDMENT NO. 2

TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

ACCO ENGINEERED SYSTEMS, INC.

1. Parties and Date.

This Amendment No. 2 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this ____ day of _____, 2025, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and ACCO Engineered Systems, Inc., a California corporation with its principal place of business at 888 E. Walnut St., Pasadena, CA 91101 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term, make corresponding changes to the not-to-exceed compensation amount, and adjust the rate schedule for the extended term.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Sections 3.3, 3.7.1, and 3.17.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

3. Terms.

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2025, and expiring September 6, 2026 ("Second Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars ($250,000) for the Second Extension Term ("Second Extension Total Contract Price"). The Second Extension Total Contract Price shall be billed at the rates specified in Exhibit "G-2" attached hereto and incorporated herein by reference. The total aggregate compensation amount under years one,

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two, three, four, and five of the Contract shall not exceed One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) without the approval of Stadium Manager.

3.3 Amendment: With respect to the Second Extension Term, Exhibit "G-1" to the Contract is hereby deleted and replaced in its entirety with Exhibit "G-2", which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by Amendment No. 1 and this Amendment No. 2.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.6 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[SIGNATURES CONTINUED ON NEXT PAGE]

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SIGNATURE PAGE FOR AMENDMENT NO. 2 TO LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND ACCO ENGINEERED SYSTEMS, INC.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**ACCO ENGINEERED SYSTEMS, INC.**
Francine Hughes EVP & General Manager	Hugh Palmer Assistant Secretary
Date	Date

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EXHIBIT "G-2"
SECOND EXTENSION TERM RATE SCHEDULE
EFFECTIVE SEPTEMBER 7, 2025

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	**Journeyman Level:**	**-**	**-**	**-**	**-**
1	SHEET METAL WORKER – FOREMAN	$213.73	$213.73	$284.25	$354.79
2	SHEET METAL WORKER – SHOP	$206.72	$206.72	$274.93	$343.15
3	SHEET METAL WORKER – FIELD	$185.82	$185.82	$234.98	$308.46
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) – FOREMAN	$239.78	$239.78	$318.90	$398.03
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	$224.92	$224.92	$299.14	$373.36
6	UNDERGROUND UTILITY PIPEFITTER – FOREMAN	$218.95	$218.95	$291.21	$363.46
7	UNDERGROUND UTILITY PIPEFITTER	$194.19	$194.19	$258.27	$322.35
B	**Apprentice Level:**	-	-	-	-
1	SHEET METAL WORKER - 4TH PERIOD	$130.84	$130.84	$174.00	$217.18
2	SHEET METAL WORKER - 5TH PERIOD	$130.84	$130.84	$174.00	$217.18
3	SHEET METAL WORKER - 6TH PERIOD	$130.84	$130.84	$174.00	$217.18
4	SHEET METAL WORKER - 7TH PERIOD	$130.84	$130.84	$174.00	$217.18
5	SHEET METAL WORKER - 8TH PERIOD	$130.84	$130.84	$174.00	$217.18
6	SHEET METAL WORKER - 9TH PERIOD	$130.84	$130.84	$174.00	$217.18
7	SHEET METAL WORKER - 10TH PERIOD	$130.84	$130.84	$174.00	$217.18
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	$186.32	$186.32	$247.80	$309.29
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	$186.32	$186.32	$247.80	$309.29
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	$186.32	$186.32	$247.80	$309.29
11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	$186.32	$186.32	$247.80	$309.29
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	$186.32	$186.32	$247.80	$309.29
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	$186.32	$186.32	$247.80	$309.29
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	$186.32	$186.32	$247.80	$309.29

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	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	$156.32	$156.32	$207.90	$259.48
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	$156.32	$156.32	$207.90	$259.48
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	$156.32	$156.32	$207.90	$259.48
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	$156.32	$156.32	$207.90	$259.48
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	$156.32	$156.32	$207.90	$259.48
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	$156.32	$156.32	$207.90	$259.48
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	$156.32	$156.32	$207.90	$259.48
C	**Laborer Level:**	-	-	-	-
1	Laborer – FOREMAN	$232.97	$232.97	$309.85	$386.73
2	Laborer	$181.04	$181.04	$240.78	$300.52
D	**Operating Engineer Level:**	-	-	-	-
1	OPERATING ENGINEER – FOREMAN	$232.97	$232.97	$309.85	$386.73
2	OPERATING ENGINEER	$218.54	$218.54	$290.65	$362.77
E	**Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - $85.00**				
F	**Materials & Consumables Mark-Up from Actual Cost to Contractor is 20%**				
G	**Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%**				

1. **Billable Labor Rates**
   Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage and/or union labor contracts increase by more than 3%.

2. **Materials and Consumables**
   a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
   b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

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c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Payment and Performance Bond Fees

Payment and performance bond fees shall be pass through charges billed to the Stadium Manager for actual documented cost charged without markup.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM MECHANICAL AND PLUMBING MAINTENANCE AND REPAIR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this **Seventh day of September 7, 2021** by and between the **Forty Niners Stadium Management Company LLC, a Delaware limited liability company** ("Stadium Manager") and **O.C. McDonald Co., Inc.**, a Corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium mechanical and plumbing maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. Contractor must have the requisite licenses for work performed under this Contract.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium Mechanical and Plumbing Maintenance and Repair ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")

- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules (Exhibit "I")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform

standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **September 6, 2024**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term

of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility

to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident

after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its

officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and

each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced

or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the

Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the

performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: Ron Almond, Service Manager
O.C. McDonald Co., Inc.
E-Mail: ralmond@ocmcdonald.com

STADIUM MANAGER:

General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid

nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND O.C. MCDONALD CO., INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the Seventh day of September, 2021.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
Jim Mercurio
Executive Vice President &
General Manager

O.C. McDONALD CO., INC.

By: _____

Its: Sr. Vice President

Printed Name: Matt McDonald

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove and install mechanical, refrigeration, plumbing and HVAC equipment and components, typically found in a large sports stadium. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

The Contractor is required to carry necessary licenses to perform the activities identified in the scope of services, which include either all or some combination of the following licenses:

- C-4: Boiler, Hot Water Heating and Steam Fitting Contractor
- C-10: Electrical
- C-20: Warm-Air Heating, Ventilating and Air-Conditioning Contractor
- C-36: Plumbing Contractor
- C-38: Refrigeration Contractor
- C-43: Sheet Metal Contractor
- A-1: General Engineering Contractor
- B-1: General Building Contractor

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various Mechanical, plumbing and HVAC systems at the Stadium, including but not limited to the following:

- Commercial Food Service Refrigeration Equipment
- Air Separators
- Expansion Tanks and Pot Feeder
- Pumps and Suction Diffusers
- Water Treatment Systems, to include:
    - Chemical feed equipment, conductivity controller, chemical pumps and water meters
    - Chemical Treatments for cooling towers and closed systems
- Cooling Towers Filtration and Basin Sweeping Systems
- Boilers
    - Natural gas modulating and condensing hot water boilers
    - Boiler Flues
- Heat Exchangers
- Cooling Towers
- Water to Water Heat Pumps (WWHP)
- Water Source Heat Pumps (WSHP)
- Variable Air Volume (VAV) Air Handling Equipment
- Variable Frequency Drives (VFD)
- Computer Room Air Conditioning (CRAC) Units
- Dehumidification Units
- Control Dampers
- Fire Smoke Dampers
- Fans (EF, RF, SEF, SF, SPF)
- Kitchen Pollution Control Units
- Kitchen Make-Up Air Units
- Roof Top Packaged Units
- VAV Air Handling Units (AHU)
- HVAC Related Seismic Restraints
- Integration with Building Management Systems
- Building Management System Service
- Mechanical Piping, Fittings, Valves, Duct, Dampers, Diffusers, Grilles, Plenums, Humidifiers, and other Miscellaneous Mechanical Equipment
- Utility Piping, Fittings, Grates, Cleanout Covers and other Common Plumbing Components
- Potable and Recycled Water Systems
- Sub-Metering Equipment
- Plumbing Fixtures to include, but not limited to:
    - Water Closet
    - Urinals
    - Lavatories
    - Sinks
    - Laundry Tubs
    - Floor Drains
    - Floor Sink
    - Eyewash Stations
    - Downspout Nozzles

    - Floor Cleanouts
    - Trench Drains
    - Trap Primer and Guards
    - Wall Hydrant
    - Hose Bibb
- Domestic Water Booster Pump
- Sewage Ejector and Sump Pump
- Water Heater (Gas and Fired)
- Grease and Sand/Oil Interceptor
- Backflow inspection, testing and repair
- General Pumps
- Recycled Water Filter
- Water Softener System

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in

writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration (“OSHA”); National Electrical Code (“NEC”); National Fire Codes published by the National Fire Protection Association (“NFPA”); California Administrative Codes (“CAC”); Uniform Building Code (“UBC”); Uniform Plumbing Code (“UPC”); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor’s work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

O.C. McDONALD CO., INC.

By: 
Signature

Matt McDonald
Name (Print)

Sr. Vice President
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: O.C. McDonald Co., Inc.

DIR Registration Number: 1000002885

DIR Registration Expiration: 06/30/2023

Small Project Exemption: _____ Yes or __X__ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor O.C. McDonald Co., Inc.

Signature 

Name and Title Matt McDonald, Sr. Vice President

Dated _____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to O.C. McDonald Co., Inc., (hereinafter referred to as the "Contractor") as Principal an agreement for Levi's Stadium Mechanical and Plumbing Maintenance And Repair Services Contract No.: 10072-B (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated September 7, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, O.C. McDonald Co., Inc., the undersigned Contractor and Liberty Mutual Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Seven Hundred Fifty Thousand and 00/100DOLLARS, ($750,000.00 -----), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of September, 2021).

(Corporate Seal)

O.C. McDonald Co., Inc.
Contractor/ Principal

By _____

James V. McDonald, President
Title _____

Liberty Mutual Insurance Company

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Christina Burton, Attorney-in-Fact

The rate of premium on this bond is $9.07 per thousand. The total amount of premium charges, $ 6,804.00 ----------.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Danielle Lacombe
255 California Street, Suite 950
San Francisco, CA 94111

(Name and Address of Agent or Representative for service of process in California, if different from above)

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: 415-407-8933
Surety Agent: 628-220-6063

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)

County of Santa Clara)

On September 2, 2021 (Date) before me, Heidi L. Dunn, Notary Public (Here insert Name and Title of the Officer)

personally appeared James V. McDonald (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

HEIDI L. DUNN
Notary Public - California
Santa Clara County
Commission # 2268812
My Comm. Expires Nov 30, 2022

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Attached Document: PERFORMANCE BOND NO. 070208588

Document Date: 8/24/21 Number of Pages: Three (3)

Signer(s) Other Than Named Above: Christina Burton, Attorney-in-Fact (Notarized: 9/1/2021)

Capacity(ies) Claim/ed by Signer(s)

Signer's Name: James V. McDonald

☐ Individual
☑ Corporate Officer – Title(s): President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: O.C. McDonald Co., Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

See Official Journal of Notary Acts

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 09/01/2021 before me, Yvonne Roncagliolo, Notary Public----------,
Date *Here Insert Name and Title of the Officer*

personally appeared Christina Burton----------
Name(s) of Signer(s)
----------,

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

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

WITNESS my hand and official seal.

YVONNE RONCAGLIOLO
Notary Public - California
Contra Costa County
Commission # 2299104
My Comm. Expires Aug 24, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christina Burton	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205881-024079**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alicia Dass; Charles R. Shoemaker; Christina Burton; Joan DeLuca; Kelly Holtemann; Mark M. Munekawa; Nerissa S. Bartolome; Patrick R. Diebel; Peter Tam; Sara Ridge; Thomas E. Hughes; Valerie Garcia; Yvonne Roncagliolo; Zachary V. Overbay

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of September, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

No. 2131

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Liberty Mutual Insurance Company

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workmen's Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 15th day of November, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15th day of November, 1961.*

Fee $10

Rec. No. 273766

F. Britton McConnell
Insurance Commissioner

Filed 11/14/61 By John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 5th day of May, 2004.*

John Garamendi
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

Bond No. 070208588
Premium: Included in Perf. Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed August 24, 2021 has awarded to O.C. McDonald Co., Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Levi's Stadium Mechanical and Plumbing Maintenance And Repair Services (the "Project"); and
Contract No.: 10072-B

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated September 7, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Seven Hundred Fifty Thousand and 00/100 ---------- Dollars ($ 750,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of September, 2021.

(Corporate Seal)

O.C. McDonald Co., Inc.
Contractor/ Principal

By _____

Title James V. McDonald, President

Liberty Mutual Insurance Company
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title Christina Burton, Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)

County of Santa Clara)

On September 2, 2021 (Date) before me, Heidi L. Dunn, Notary Public (Here insert Name and Title of the Officer)

personally appeared James V. McDonald (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

HEIDI L. DUNN
Notary Public - California
Santa Clara County
Commission # 2268812
My Comm. Expires Nov 30, 2022

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Attached Document: PAYMENT BOND NO. 070208588

Document Date: 8/24/21 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Christina Burton, Attorney-in-Fact (Notarized: 9/1/2021)

Capacity(ies) Claim/ed by Signer(s)

Signer's Name: James V. McDonald

☐ Individual
☑ Corporate Officer – Title(s): President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: O.C. McDonald Co., Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

See Official Journal of Notary Acts

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 09/01/2021 before me, Yvonne Roncagliolo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Christina Burton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

YVONNE RONCAGLIOLO
Notary Public - California
Contra Costa County
Commission # 2299104
My Comm. Expires Aug 24, 2023

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christina Burton	~~Signer's Name:~~
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205881-024079**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alicia Dass; Charles R. Shoemaker; Christina Burton; Joan DeLuca; Kelly Holtemann; Mark M. Munekawa; Nerissa S. Bartolome; Patrick R. Diebel; Peter Tam; Sara Ridge; Thomas E. Hughes; Valerie Garcia; Yvonne Roncagliolo; Zachary V. Overbay

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of September, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

No. 2131

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Liberty Mutual Insurance Company

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workmen's Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 15th day of November, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15th day of November, 1961.*

Fee $10

F. Britton McConnell
Insurance Commissioner

Rec. No. 273766

Filed 11/14/61 By John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 5th day of May, 2004.*

John Garamendi
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

EXHIBIT “G”

RATE SCHEDULE

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	**Journeyman Level:**				
1	SHEET METAL WORKER - FOREMAN	$181.00	$248.00	$248.00	$316.00
2	SHEET METAL WORKER - SHOP	$168.00	$228.00	$228.00	$288.00
3	SHEET METAL WORKER - FIELD	$168.00	$228.00	$228.00	$288.00
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) - FOREMAN	$181.00	$248.00	$248.00	$316.00
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	$168.00	$228.00	$228.00	$288.00
6	UNDERGROUND UTILITY PIPEFITTER - FOREMAN	$181.00	$248.00	$248.00	$316.00
7	UNDERGROUND UTILITY PIPEFITTER	$168.00	$228.00	$228.00	$288.00
B	**Apprentice Level:**				
1	SHEET METAL WORKER - 4TH PERIOD	$106.00	$134.00	$134.00	$166.00
2	SHEET METAL WORKER - 5TH PERIOD	$109.00	$142.00	$142.00	$168.00
3	SHEET METAL WORKER - 6TH PERIOD	$114.00	$148.00	$148.00	$180.00
4	SHEET METAL WORKER - 7TH PERIOD	$116.00	$152.00	$152.00	$186.00
5	SHEET METAL WORKER - 8TH PERIOD	$121.00	$160.00	$160.00	$195.00
6	SHEET METAL WORKER - 9TH PERIOD	$124.00	$165.00	$165.00	$202.00
7	SHEET METAL WORKER - 10TH PERIOD	$133.00	$178.00	$178.00	$220.00
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	$106.00	$134.00	$134.00	$166.00
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	$109.00	$142.00	$142.00	$168.00
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	$114.00	$148.00	$148.00	$180.00

11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	$116.00	$152.00	$152.00	$186.00
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	$121.00	$160.00	$160.00	$195.00
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	$124.00	$165.00	$165.00	$202.00
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	$133.00	$178.00	$178.00	$220.00
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	$106.00	$134.00	$134.00	$166.00
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	$109.00	$142.00	$142.00	$168.00
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	$114.00	$148.00	$148.00	$180.00
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	$116.00	$152.00	$152.00	$186.00
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	$121.00	$160.00	$160.00	$195.00
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	$124.00	$165.00	$165.00	$202.00
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	$133.00	$178.00	$178.00	$220.00
C	**Laborer Level:**				
1	Laborer - FOREMAN	$168.00	$228.00	$228.00	$288.00
2	Laborer	$116.00	$152.00	$152.00	$186.00
D	**Operating Engineer Level:**				
1	OPERATING ENGINEER - FOREMAN	$181.00	$248.00	$248.00	$316.00
2	OPERATING ENGINEER	$168.00	$228.00	$228.00	$288.00
E	**Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - $80.00**				
F	**Materials & Consumables Mark-Up from Actual Cost to Contractor is 18%**				
G	**Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%**				

1. **Billable Labor Rates**
   Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage increases by more than 3%.

2. **Materials and Consumables**
   a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
   b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
   c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

3. **Equipment Rental**
   a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
   b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. **Permit Fees**
   All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services

Contractor: **O.C. McDONALD CO., INC.**

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed $_____,_____.00

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**O.C. McDONALD CO., INC.**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

ATTACHMENT G

LABOR COMPLIANCE ADDENDUM

ATTACHMENT G
LABOR COMPLIANCE ADDENDUM

Contract Title:	
CONTRACTOR (Supplier) Name and Address	

This Contract is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to Stadium Manager, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply

with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the Stadium Manager or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to Stadium Manager, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Stadium Manager for any fines assessed by the California Department of Industrial Relations against the Stadium Manager for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Contract to verify compliance with this Addendum shall be made available for audit at no cost to Stadium Manager, at any time during regular business hours, upon written request. Copies of such records or documents shall be provided to Stadium Manager for audit at Levi’s Stadium when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor’s address indicated for receipt of notices in this Contract.

C. Enforcement

1. Stadium Manager shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Stadium Manager may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.

2. The Stadium Manager is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that Stadium Manager can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the Stadium Manager despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Contract or a waiver of the right to withhold payment for any subsequent breach of this Contract.

Stadium Manager, the Santa Clara Stadium Authority, or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Stadium Manager	**O.C. McDonald Co., Inc. (Supplier)**
Name: Jim Mercurio	Name: Matt McDonald
Title: AVP of OM	Title: Sr. Vice President
Email: Jim.Mercurio@49ers-SVE.com	Email: mmcdonald@ocmcdonald.com
Signature: Jim Mercurio Date:	Signature: Matt McDonald Date:

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AMENDMENT NO. 1

TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

O.C. MCDONALD CO., INC.

1. Parties and Date.

This Amendment No. 1 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this 5th day of August, 2024, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and O.C. McDonald Co., Inc., a California corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. Contractor will perform the Temporary Domestic Boiler Emergency Project ("Project") under the Contract. The Project requires a separate budget allocation to be added to the Contract. The Stadium Manager and Contractor desire to amend the Contract to establish the additional budget and not-to-exceed compensationa amount allocated for the Project.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Sections 3.7.1 and 3.7.18 of the Contract.

3. Terms.

3.1 Amendment. Pursuant to Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Four Thousand Nine Hundred Twenty Two Dollars ($254,922.00) for the Project ("Project Cost"), which amount shall supplement the existing Total Contract Price for year three of the Contract term. Payment of the Project Cost will be in accordance with and conditioned upon Stadium Manager's issuance of a task order for performance of the Project. The total aggregate compensation amount under years one, two, and three of the

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Contract shall not exceed One Million Four Thousand Nine Hundred Twenty Two Dollars ($1,004,922.00) without the approval of Stadium Manager.

3.2 Continuing Effect of Contract. Except as amended by this Amendment No. 1, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:
Francine Hughes
D00025FBC0A74A3...

Francine Hughes
EVP & General Manager

8/6/2024
Date

O.C. MCDONALD CO., INC.

DocuSigned by:
Matt McDonald
69639E29504549F...

Matt McDonald
Senior Vice President

8/6/2024
Date

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AMENDMENT NO. 2

TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

O.C. MCDONALD CO., INC.

1. Parties and Date.

This Amendment No. 2 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this 28 day of August, 2024, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and O.C. McDonald Co., Inc., a California corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term, make corresponding changes to the not-to-exceed compensation amount, and adjust the rate schedule for the extended term.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Sections 3.3, 3.7.1, and 3.7.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

3. Terms.

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2024 and expiring September 6, 2025 ("First Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars ($250,000)

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for the First Extension Term ("First Extension Total Contract Price"). The First Extension Total Contract Price shall be billed at the rates specified in Exhibit "G-1" attached hereto and incorporated herein by reference. The total aggregate compensation amount under years one, two, three, and four of the Contract shall not exceed One Million Two Hundred Fifty Four Thousand Nine Hundred Twenty Two Dollars ($1,254,922.00) without the approval of Stadium Manager.

3.3 Amendment: With respect to the First Extension Term, Exhibit "G" to the Contract is hereby deleted and replaced in its entirety with Exhibit "G-1", which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by Amendment No. 1 and this Amendment No. 2.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.6 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:
Francine Hughes
D00025FBC0A74A3...

Francine Hughes
EVP & General Manager

9/3/2024
Date

O.C. MCDONALD CO., INC.

DocuSigned by:
Matt McDonald
69639E29504549F...

Matt McDonald
President

8/28/2024
Date

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EXHIBIT "G-1"

FIRST EXTENSION RATE SCHEDULE

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	**Journeyman Level:**	-	-	-	-
1	SHEET METAL WORKER – FOREMAN	$212.00	$318.00	$318.00	$424.00
2	SHEET METAL WORKER – SHOP	$203.00	$305.00	$305.00	$406.00
3	SHEET METAL WORKER – FIELD	$203.00	$305.00	$305.00	$406.00
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) – FOREMAN	$212.00	$318.00	$318.00	$424.00
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	$203.00	$305.00	$305.00	$406.00
6	UNDERGROUND UTILITY PIPEFITTER – FOREMAN	$212.00	$318.00	$318.00	$424.00
7	UNDERGROUND UTILITY PIPEFITTER	$203.00	$305.00	$305.00	$406.00
B	**Apprentice Level:**	-	-	-	-
1	SHEET METAL WORKER - 4TH PERIOD	$109.00	$163.00	$163.00	$218.00
2	SHEET METAL WORKER - 5TH PERIOD	$114.00	$148.00	$148.00	$180.00
3	SHEET METAL WORKER - 6TH PERIOD	$116.00	$152.00	$152.00	$186.00
4	SHEET METAL WORKER - 7TH PERIOD	$121.00	$160.00	$160.00	$195.00
5	SHEET METAL WORKER - 8TH PERIOD	$124.00	$165.00	$165.00	$202.00
6	SHEET METAL WORKER - 9TH PERIOD	$133.00	$178.00	$178.00	$220.00
7	SHEET METAL WORKER - 10TH PERIOD	$144.00	$216.00	$216.00	$288.00
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	$109.00	$163.00	$163.00	$218.00
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	$114.00	$148.00	$148.00	$180.00
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	$116.00	$152.00	$152.00	$186.00
11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	$121.00	$160.00	$160.00	$195.00
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	$124.00	$165.00	$165.00	$202.00
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	$133.00	$178.00	$178.00	$220.00

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	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	$144.00	$216.00	$216.00	$288.00
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	$109.00	$163.00	$163.00	$218.00
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	$114.00	$148.00	$148.00	$180.00
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	$116.00	$152.00	$152.00	$186.00
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	$121.00	$160.00	$160.00	$195.00
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	$124.00	$165.00	$165.00	$202.00
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	$133.00	$178.00	$178.00	$220.00
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	$144.00	$216.00	$216.00	$288.00
C	**Laborer Level:**	-	-	-	-
1	Laborer – FOREMAN	$212.00	$318.00	$318.00	$424.00
2	Laborer	$144.00	$216.00	$216.00	$288.00
D	**Operating Engineer Level:**	-	-	-	-
1	OPERATING ENGINEER – FOREMAN	$212.00	$318.00	$318.00	$424.00
2	OPERATING ENGINEER	$203.00	$305.00	$305.00	$406.00
E	**Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - $80.00**				
F	**Materials & Consumables Mark-Up from Actual Cost to Contractor is 18%**				
G	**Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%**				

1. **Billable Labor Rates**
   Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage and/or union labor contracts increase by more than 3%.

2. **Materials and Consumables**
   a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's

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"cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. Permit Fees

All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Payment and Performance Bond Fees

Payment and performance bond fees shall be pass through charges billed to the Stadium Manager for actual documented cost charged without markup.

AMENDMENT NO. 3

TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

O.C. MCDONALD CO., INC.

1. Parties and Date.

This Amendment No. 3 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this ___ day of ____, 2025, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and O.C. McDonald Co., Inc., a California corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term and make corresponding changes to the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Sections 3.3, 3.7.1, and 3.17.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

3. Terms.

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2025 and expiring September 6, 2026 ("Second Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars ($250,000) for the Second Extension Term ("Second Extension Total Contract Price"). The total aggregate compensation amount under years one, two, three, four, and five of the Contract shall not exceed One

Million Five Hundred Four Thousand Nine Hundred Twenty-Two Dollars ($1,504,922) without the approval of Stadium Manager.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 3. From and after the Effective Date of this Amendment No. 3, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.5 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND O.C. MCDONALD CO., INC.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**O.C. MCDONALD CO., INC.**
Francine Hughes EVP & General Manager	Matt McDonald Senior Vice President
Date	Date

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FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: June 12, 2025

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Francine Melendez Hughes
Executive Vice President and General Manager
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval to Amend Agreements with ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc., for On-Call Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium

Recommendation

Recommend approval to execute the second amendment to the agreement with ACCO Engineered Systems, Inc., for on-call mechanical and plumbing maintenance and repair services at Levi's Stadium to extend the term of the agreement from September 7, 2025, to September 6, 2026, for the fifth contract year with a not to exceed compensation amount of $250,000. Total compensation, in the aggregate, shall not exceed $1,250,000 over the five-year period.

Recommend approval to execute the third amendment to the agreement with O.C. McDonald Co., Inc., for on-call mechanical and plumbing maintenance and repair services at Levi's Stadium to extend the term of the agreement from September 7, 2025, to September 6, 2026, for the fifth contract year with a not to exceed compensation amount of $250,000. Total compensation, in the aggregate, shall not exceed $1,504,922 over the five-year period.

Reasons for Recommendation

Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for the Stadium on a continual, year-round basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium is a 1.8 million square foot facility completed in 2014. It utilizes complex mechanical and plumbing components matching the size and age of facility. Stadium Manager determined that having a list of qualified and experienced contractors to provide mechanical and plumbing maintenance and repair services at the Stadium on an as-needed basis was essential to maintaining and running the Stadium. Therefore, it was in Stadium Manager's best interest to solicit proposals from contractors capable of managing a wide range of mechanical (HVAC) and plumbing repairs.

Pursuant to a formal solicitation process, on July 27, 2021, Stadium Manager recommended and received approval from the Santa Clara Stadium Authority (SCSA)

Docusign Envelope ID: 0D76CF89-518D-44FC-81D1-3B5D32DE4590

Board to establish agreements with ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc., for on-call mechanical and plumbing maintenance and repair services at Levi's Stadium, for a three-year period with an option to extend the agreements for two additional one-year periods. The amount of compensation for each agreement was not to exceed $250,000 per contract year without prior approval from the SCSA. Total compensation, in the aggregate, was not to exceed $750,000 under each agreement. Stadium Manager executed agreements with ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc. for a three-year period from September 7, 2021, September 6, 2024.

During the term of the agreements, both ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc. worked on mechanical and plumbing systems throughout the Stadium. The services performed include working on all aspects of the HVAC systems including resolving problems with air handling, cooling towers, refrigeration, supply and return fans, and exhaust fans. They have provided maintenance and repairs for various boiler systems. In addition, they have performed work on various plumbing systems ranging from repairing pipes to addressing sewer and storm drainage system issues.

During the term of the agreement, Stadium Manager recommended and received approval and authorization from the SCSA Executive Director to execute an amendment to the agreement with O.C. McDonald Co., Inc. for the emergency procurement of the Temporary Domestic Boiler Emergency Project, increasing the maximum compensation for year three for O.C. McDonald Co., Inc. from $250,000 to $504,922 to complete the emergency repair utilizing SCSA capital expenditure funds. Stadium Manager provided a copy of the executed amendment to the SCSA.

Stadium Manager had a continued need to have on-call mechanical and plumbing maintenance and repair providers beyond the initial 3-year term and exercised the option to extend the agreements for a fourth contract year with a not to exceed compensation amount of $250,000 for each provider. Stadium Manager recommended and received approval and authorization from the SCSA Executive Director on August 27, 2024 to execute amendments to the agreements with ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc., to extend the terms for a fourth year from September 7, 2024 through September 6, 2025 with a total aggregate not to exceed compensation amount for ACCO Engineered Systems, Inc., of $1,000,000 and a total aggregate not to exceed compensation amount to O.C. McDonald Co., Inc. of $1,254,922.

The following are orders placed or expenditures incurred for contract years one through four of the agreements:

ACCO Engineered Systems, Inc.,
Contract Year One (9/7/21-9/6/22) - $237,013.13
Contract Year Two (9/7/22-9/6/23) - $244,417.20
Contract Year Three (9/7/23-9/6/24)-$248,226.43
Contract Year Four (9/7/24-9/6/25 YTD)- $38,407.99

Docusign Envelope ID: 0D76CF89-518D-44FC-81D1-3B5D32DE4590

The Contract Year Three spend figure for ACCO Engineered Systems of $174,017.43 which was reported in our Recommendation to Amend Agreements submitted in August 2024, was based on a partial contract year. We updated the spend number to $248,226.43 to reflect the actual spend for the entire Contract Year Three period.

O.C. McDonald Co., Inc.
Contract Year One (9/7/21-9/6/22) – $0.00
Contract Year Two (9/7/22-9/6/23)- $37,424.02
Contract Year Three (9/7/23-9/6/24)- $254,922 (amendment issued utilizing SCSA capital expenditure funds)
Contract Year Four (9/7/24-9/6/25 YTD) – $0.00

For O.C. McDonald Co., Inc., the $254,922 identified for Contract Year Three represents the full amount of contract amendment for the temporary boiler. There have been no other orders placed with this vendor since that time.

Stadium Manager continues to have a need for on-call plumbing and mechanical maintenance and repair services to maintain the continuity of operations of Levi's Stadium and would like to exercise the right to extend the agreements with Both ACCO Engineered Systems, Inc., and O.C. McDonald Co., Inc., for an additional one-year period with a not to exceed amount of $250,000 for each agreement. Having both providers available to provide on-call services allows Stadium Manager to get quotes for services from both providers ensuring our ability to issue task orders based on availability and lowest cost. Stadium Manager will request the SCSA for approval to increase the maximum compensation during the contract year, if warranted.

For year five of the agreement, ACCO Engineered Systems, Inc., has requested a 3% increase in labor rates to compensate for the annual union signatory labor increases. The 3% rate increase is consistent with the maximum allowed rate increase set forth in Exhibit G-1 of the Agreement. O.C. McDonald Co., Inc., did not request an increase in labor rates for year five of the agreement. Total compensation, in the aggregate, for ACCO Engineered Systems, Inc., will not exceed $1,250,000 over the five-year period. Total compensation, in the aggregate, for O.C. McDonald Co., Inc., will not exceed $1,504,922.

Fiscal Impact
The cost for such services is covered in the FY25/26 SCSA Budget, Engineering Department budget, as a shared expense.

Next Steps
Once approved, Stadium Manager will forward a copy of the executed amendments to the SCSA.

The following documents are attached:

Docusign Envelope ID: 0D76CF89-518D-44FC-81D1-3B5D32DE4590

1. Proposed amendment with ACCO Engineered Systems, Inc., to extend the term for one year from 9/7/25 through 9/6/26 with a not to exceed compensation amount of $250,000.
2. Proposed amendment with O.C. McDonald Co., Inc., to extend the term for one year from 9/7/25 through 9/6/2026 for a not to exceed compensation amount of $250,000.

Submitted By: DocuSigned by: Francine Hughes Date: 6/13/2025

Francine Melendez Hughes, Executive Vice President and General Manager

25-820 **Agenda Date: 8/19/2025**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

To support the growing electric demand and service needs within the City of Santa Clara (City), Silicon Valley Power (SVP) has identified the need for the construction of a 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project"). This new transmission line will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

After evaluating three potential transmission routes, the City Council approved the preferred route on November 12, 2024 (RTC #24-1040), an overhead alignment along Lafayette Street, Bassett Street, and Duane Avenue. The route was selected based on its overall feasibility, least impact to residents and businesses, permitting constraints, ability to meet the schedule, flexibility in power delivery, ease of maintaining the system, and reduced construction disruption to the public as compared to the other alternatives.

The City Council has previously taken several actions on the Project:

- March 19, 2024 - RTC #24-1614 - Informational Report
- November 12, 2024 - RTC #24-1040 - Action on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and Route Approval for the Project
    - Approved the Adoption of a MND and the MMRP.
    - Approval of Route A, Option 1, for an entirely overhead alignment of the new 115kV transmission line.
- February 25, 2025 - RTC #25-212 - Authority to Execute Purchase and Sale Agreements (PSAs) for Easement Acquisitions

Other actions taken for this Project include two virtual community meetings held on April 25, 2024, and May 23, 2024, as well as an in-person public engagement meeting held on August 22, 2024, to present and take comments from the community on the transmission line route.

The Project requires the acquisition of twenty (20) easements for SVP's electrical facilities. Property owners have executed purchase and sale agreements for five of the required easements and another four are currently in the process of being executed. The City Council adopted two resolutions of necessity on June 24, 2025, and one resolution of necessity on July 8, 2025, for three other easements.

The City requires five easements on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California. There is unity of title; contiguity of the parcels; and unity of use between and among 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, CA 95054, all of which are part of the same campus. The five (5) easements located on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California (Easement Area), comprise approximately 18,500 square feet of property as more fully described in the Resolution of Necessity, attached to this Report to Council.

DISCUSSION

On August 8, 2024, the City conducted an appraisal of the Easement Area and, subsequently, sent an offer for the Easement Area to the property owner on November 13, 2024. After the initial offer letter was sent to the property owner, the City's right-of-way agents maintained consistent communication with the landowner. Although discussions progressed, the property owner's counter-offer, submitted on May 13, 2025, stated that they agreed to our Appraiser's land value for a "fee simple" interest at $80 per square foot, however they valued the easement interest proposed for acquisition at 95% of this amount rather than 25% of the fee simple land value which is consistent with the valuation matrix for air rights with minimal effect on the use and utility of the land located within a setback that the owner had referenced in their request. SVP declined the counteroffer on May 30, 2025. At present, both parties have not reached agreement on what constitutes fair market value for the easement.

City acquisition of the Easement Area is necessary for the Project and City's reasonable efforts to acquire it through negotiations have not been successful and the property owner has not accepted the City's offer. Therefore, it has become necessary for the City to acquire the Easement Area through the eminent domain process. At this point, in order to proceed with acquisition of the Easement Area under the eminent domain process, the law requires the City Council to hold a public hearing, consider all testimony presented and, in the Council's discretion, adopt a Resolution of Necessity making certain findings. These findings, along with the factual basis necessary to make the findings, are set forth below:

- **The public interest and necessity require the Project.**
  The completion of the Project is one of the key projects that are needed to increase SVP's system capacity to approximately 1300-megawatt (MW). Until the Project is completed, SVP's system capacity will be limited to 819MW. This is insufficient to meet projected electric loads within the City. This Project will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.
- **The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.**
  The SVP evaluation team for the Project consisted of internal SVP staff, design and environmental engineering consultants, and program management staff. The SVP evaluation team conducted a comprehensive analysis and evaluation, employing various methodologies such as potholing and GPR surveys. This in-depth assessment took into consideration SVP's

load growth and system planning projections, schedule, cost estimation, required easements and permits, and engineering judgment. The goal was to determine feasible route alignments, identify a preferred route, and explore potential overhead and underground options within the preferred route. The findings favored the preferred route for the Project which is the all-overhead option set forth in Attachment 2 of RTC #24-1614. The Project alignment chosen will be achieved at less cost, be delivered more quickly, and will impact less residents and businesses than the other considered alignments.

- **The Easement Area sought to be acquired is necessary for the Project.**
  The Easement Area is necessary to achieve the technical needs of the Project as it is within the alignment of the selected route. The majority of the route will be built within the public right-of-way; however, the Easement Area adjacent to the right-of-way is required for maintenance purposes and to ensure the proper electrical conductor clearances are met. The Easement Area also needs to take into account the necessary clearances from the blow out or sway of the electrical conductors.
- **The offer required by Section 7267.2 of the Government Code has been made to the owner of record for the full amount established as the fair market value of the Easement Area.**
  On November 13, 2024, the City made an offer to the Owner of Record to acquire the Easement Area for an electric overhead easement upon the value determined by an independent state licensed and certified appraiser in accordance with the above referenced Government Code Section.

The Resolution of Necessity requires approval by a two-thirds vote of the City Council. If the City Council adopts the recommended Resolution of Necessity, the City will deposit the necessary funds for the Easement's probable compensation with the State Condemnation Deposit Fund and file an eminent domain complaint with the Santa Clara County Superior Court to seek possession of the property.

As always, the parties can continue to negotiate in an effort to come to a mutual agreement on compensation for the easement, including any compensation due for furniture, fixtures, and equipment, and any loss of business goodwill.

ENVIRONMENTAL REVIEW

The Mitigated Negative Declaration (MND) and Mitigation and Reporting Program (MMRP) were prepared for the Project in conformance with CEQA. These documents and Notice of Availability were posted on the City's website at http://www.santaclaraca.gov/ceqa and circulated for 30-day review from July 31, 2024, to August 30, 2024.

The MND examined environmental impacts associated with the Project. The MND identified potentially significant impacts to air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water, noise, and traffic/transportation. However, the MND and MMRP incorporates mitigation measures to reduce the potentially significant impacts to less-than-significant.

The MND and MMRP were adopted by the City Council on November 12, 2024, by Resolution No. 24-9386.

FISCAL IMPACT

There is no fiscal impact to the City for adopting the action on a Resolution of Necessity to acquire certain real property interests on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California, from the Owner of Record other than administrative staff time and expense. The anticipated easement costs for the Project are currently budgeted within the Electric Utility Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Additionally, on July 23, 2025, a letter (attached) was mailed to the property owner, as verified on the Title Report. The letter included notification of the public hearing and consideration of a Resolution of Necessity. A Notice of Intention to Adopt a Resolution of Necessity stating that the hearing before City Council is scheduled for August 19, 2025, and Request to be Heard documentation were also included as attachments to the letter.

ALTERNATIVES

1. Adopt a Resolution of Necessity to Acquire Certain Real Property Interests.
2. Do not adopt a Resolution of Necessity.

RECOMMENDATION

Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project **(Five affirmative votes required [California Code of Civil Procedure section 1245.245]).**

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. 3508, 3520, 3530, 3540, and 3550 Bassett St, November 13, 2024, Offer Letter
2. Resolution of Necessity
3. 3508, 3520, 3530, 3540, and 3550 Bassett St, Notice of Intention to Adopt Resolution of Necessity

SILICON VALLEY POWER
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3508 Bassett Street, Santa Clara, CA 95054
APN: 104-15-128

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3508 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

N. Procos

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

SVP REF:

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,308.49 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 250.07 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°37'40" West 15.00 along said southerly line; thence North 27°24'00" West 250.06 feet to the northerly line of said Grantor's Parcel; thence North 62°36'24" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,800 sq. ft., more or less.

PROFESSIONAL LAND SURVEYOR
JAMES J. COLEMAN
PLS 8611
Exp. 12/31/2025
STATE OF CALIFORNIA
2/7/25

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
560 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

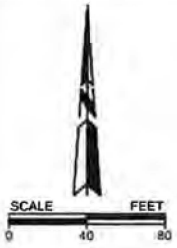
SILICON VALLEY POWER
CITY OF SANTA CLARA

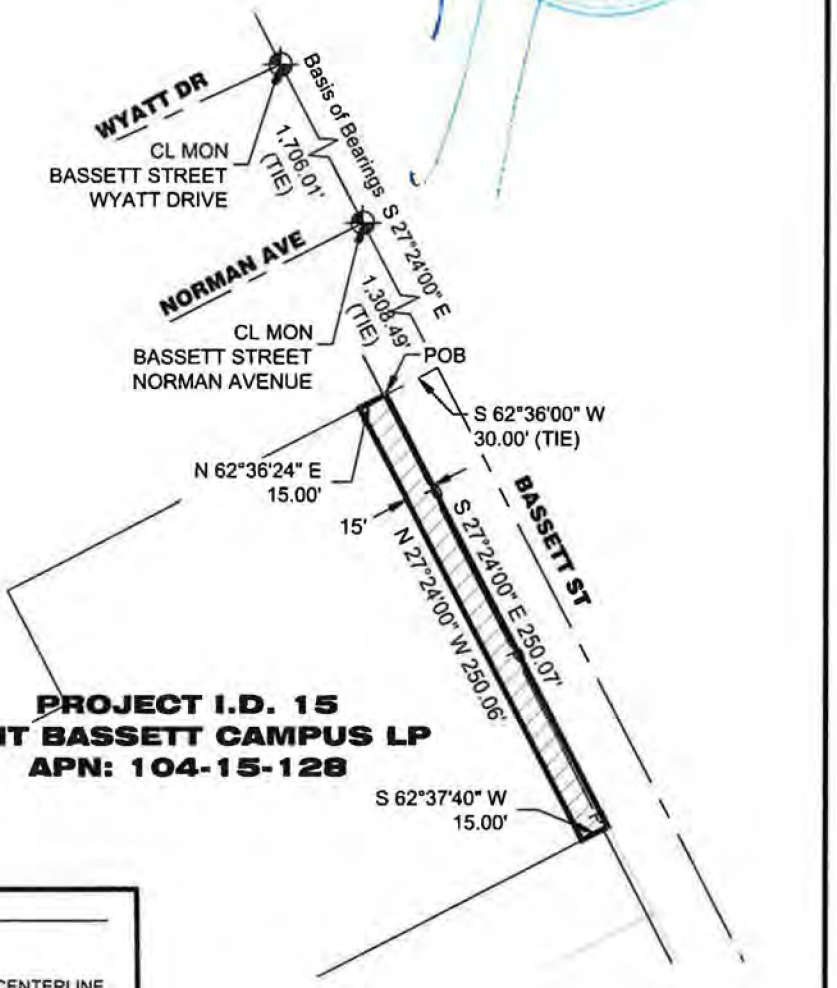
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±





PROJECT I.D. 15
HGIT BASSETT CAMPUS LP
APN: 104-15-128

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- P — POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
680 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,800 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3520 Bassett Street, Santa Clara, CA 95054
APN: 104-15-134

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3520 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,051.80 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.69 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'24" West 15.00 along said southerly line; thence North 27°24'00" West 256.69 feet to the northerly line of said Grantor's Parcel; thence North 62°36'00" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.

JAMES J. COLLINS
PLS 0000
Exp. 12/31/2025
2/7/25

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

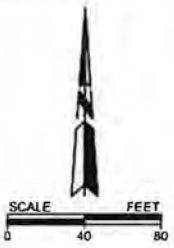
SILICON VALLEY POWER
CITY OF SANTA CLARA

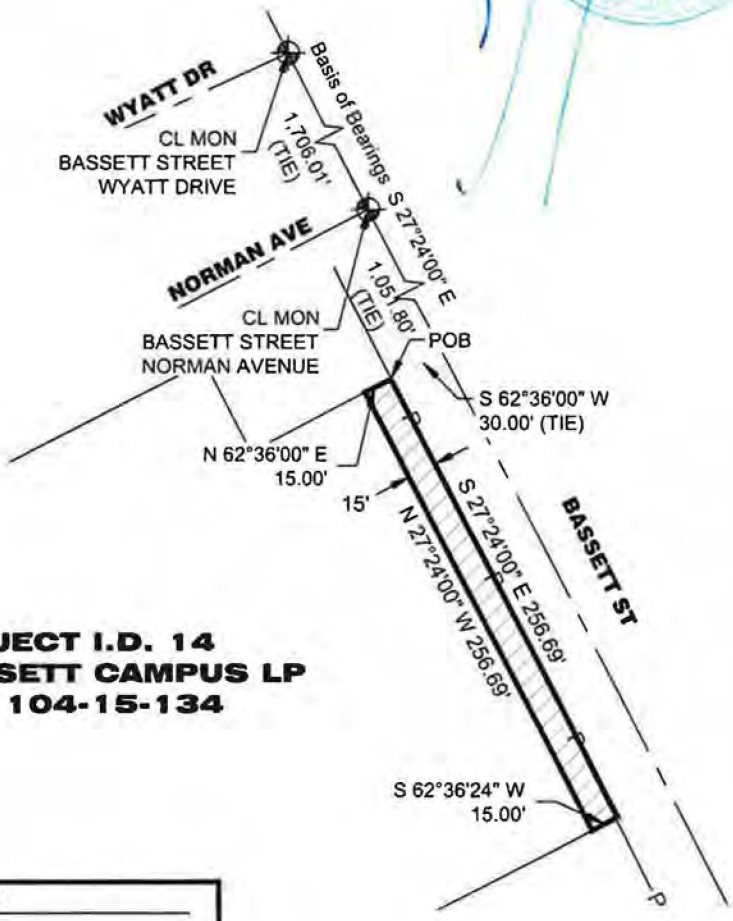
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±





PROJECT I.D. 14
HGIT BASSETT CAMPUS LP
APN: 104-15-134

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

Engineering with Distinction
ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3530 Bassett Street, Santa Clara, CA 95054
APN: 104-15-133

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3530 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 795.11 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.68 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'00" West 15.00 along said southerly line; thence North 27°24'00" West 256.60 feet to the northerly line of said Grantor's Parcel; thence North 62°17'06" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

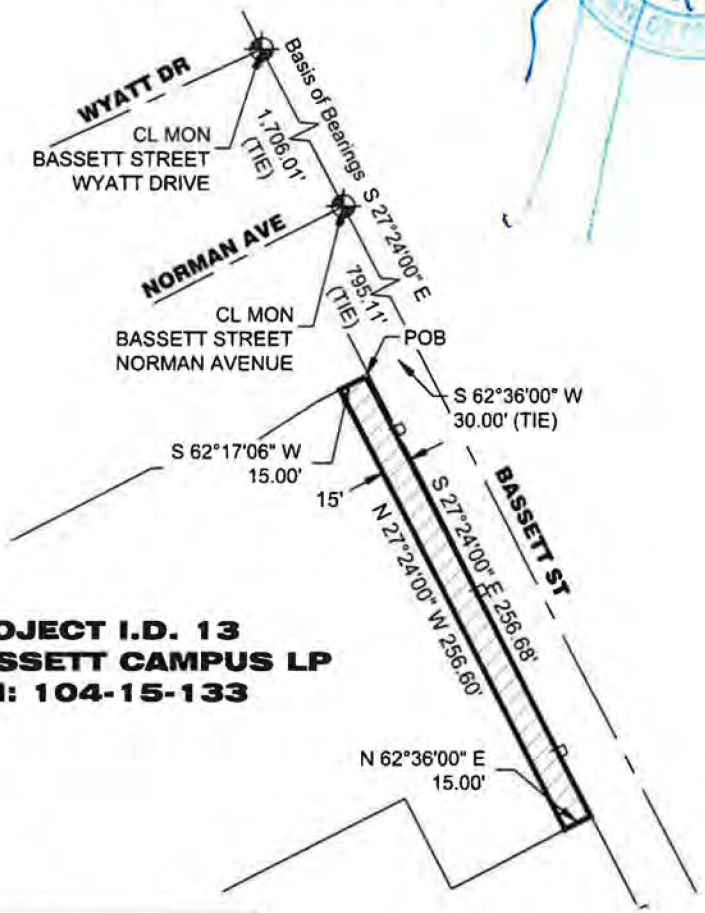
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±





PROJECT I.D. 13
HGIT BASSETT CAMPUS LP
APN: 104-15-133

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

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REV: 0	DATE: 2-7-25	SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

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Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

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Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3540 Bassett Street, Santa Clara, CA 95054
APN: 104-15-132

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3540 Bassett Street, Santa Clara, CA 95054 ("Property").

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Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

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4. The environmental review required by law has been prepared and adopted.
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Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±

DESCRIPTION:

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CONTAINING: 1,200 sq. ft., more or less.



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REV: 0	DATE: 2-7-25		SCALE: N/A	BY: AGD	CHK: GHH	APP: JJC

ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

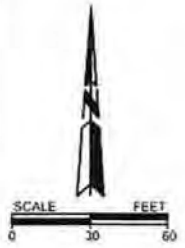
SILICON VALLEY POWER
CITY OF SANTA CLARA

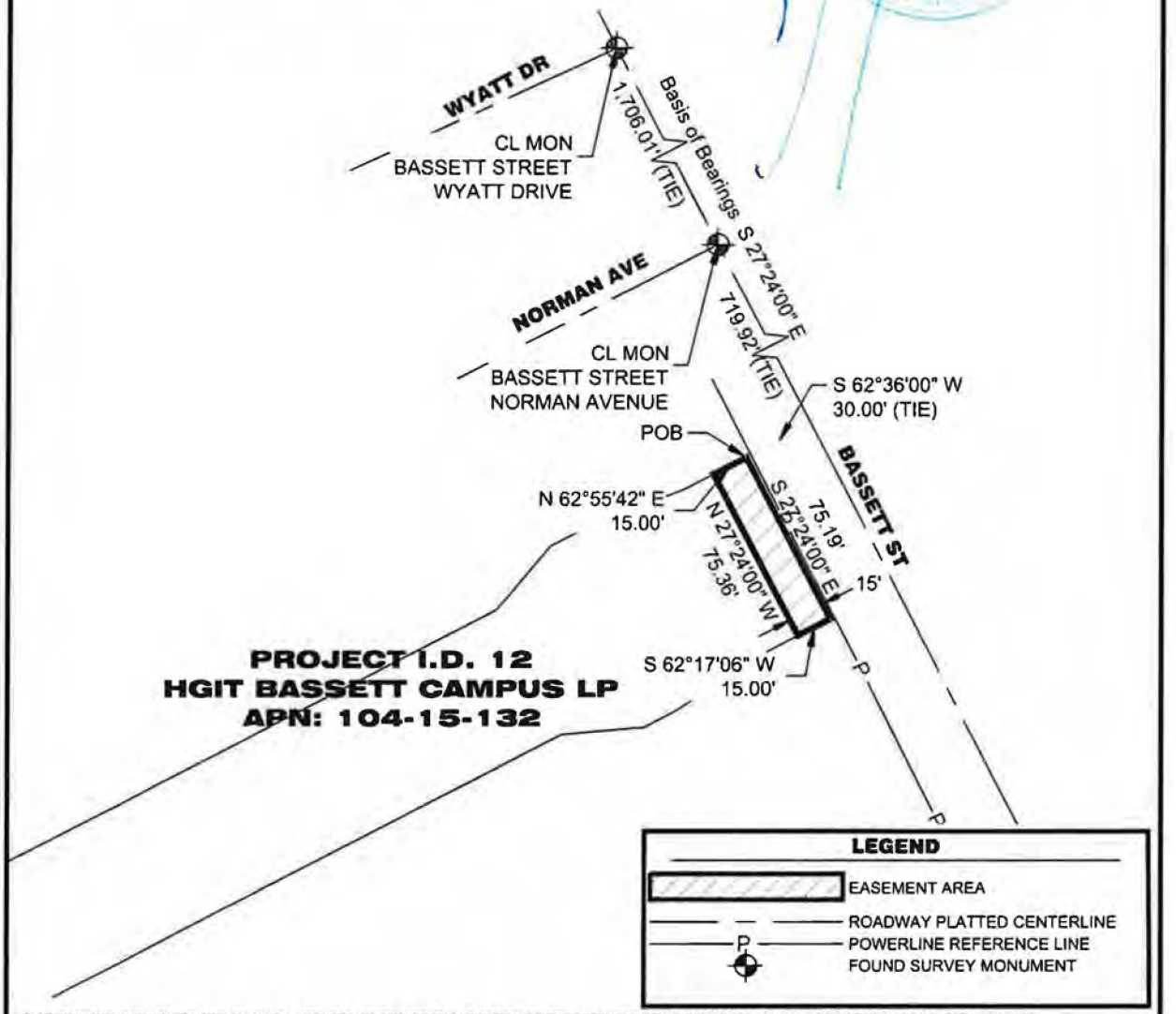
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±





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REV: 0	DATE: 2-7-25		SCALE: 1" = 60'	BY: AGD	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 1,200 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

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EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

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Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3550 Bassett Street, Santa Clara, CA 95054
APN: 104-15-131

Dear Sir/Madam:

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We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 343.43 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 376.49 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°55'42" West 15.00 along said southerly line; thence North 27°24'00" West 376.42 feet to the northerly line of said Grantor's Parcel; thence North 62°40'10" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 5,700 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-8954

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

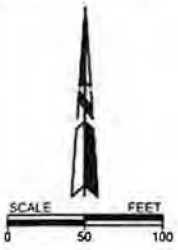
SILICON VALLEY POWER
CITY OF SANTA CLARA

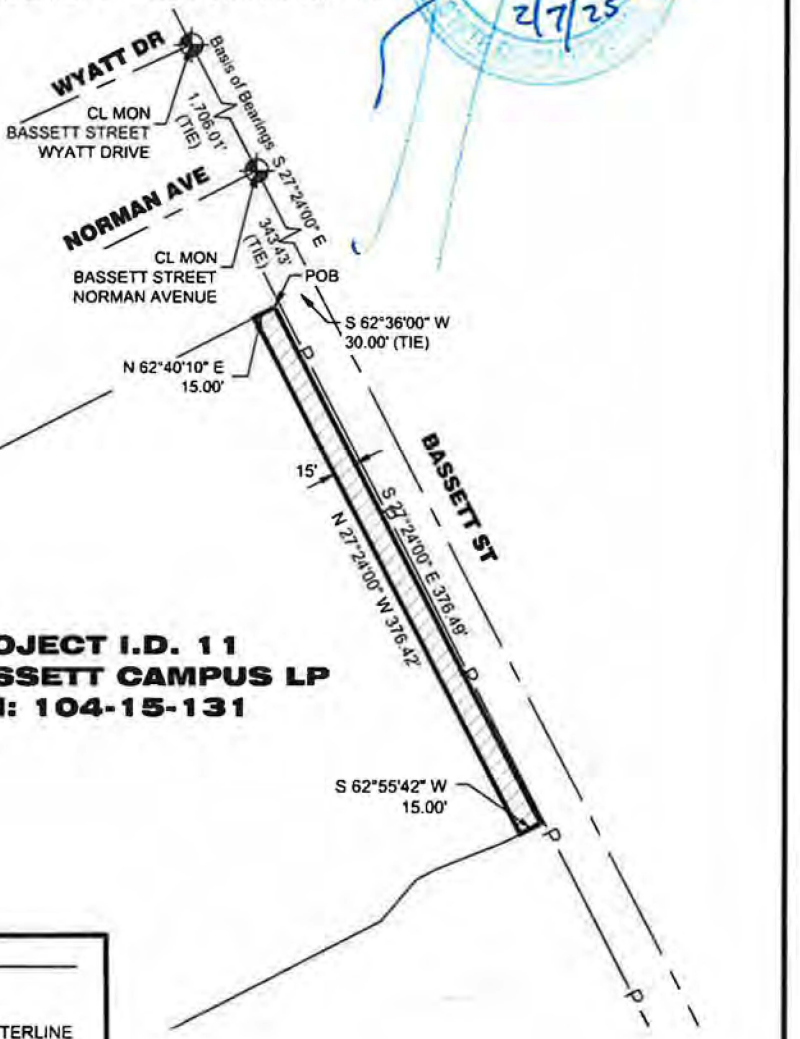
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±





PROJECT I.D. 11
HGIT BASSETT CAMPUS LP
APN: 104-15-131

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 50'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9154

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

SCLA-56598\2334874.1

EXHIBIT B

Exhibit A Description

[i] a 5,700 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS FOR A PUBLIC PROJECT AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the City of Santa Clara (hereinafter the "City"), a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (hereinafter "SVP"), is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP's electric system. The upgrades and enhancements require a new 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project);

WHEREAS, the Project will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability;

WHEREAS, the Project will involve the construction, installation, placement, operation, and maintenance of transmission and distribution electric facilities and result in either the expansion of existing easements or the acquisition of new easements;

WHEREAS, it is desirable and necessary for the City to acquire the real property interests necessary for the Project located at 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, CA 95054 (the "Subject Property Interests"), as more fully described and depicted in (1) Exhibit A-1 and Exhibit B-1; (2) Exhibit A-2 and Exhibit B-2; (3) Exhibit A-3 and Exhibit B-3; (4) Exhibit A-4 and Exhibit B-4; and (5) Exhibit A-5 and Exhibit B-5;

WHEREAS, there is unity of title; contiguity of the parcels; and unity of use between and among 3508, 3520, 3530, 3540, and 3550 Bassett Street, Santa Clara, CA 95054, all of which are part of the same campus;

WHEREAS, the City is vested with the power of eminent domain to acquire real property interests by virtue of Section 19 of Article I of the California Constitution, California Government

Code section 37350.5, California Public Utilities Code section 612, and California Code of Civil Procedure sections 1240.010 and 1240.220;

WHEREAS, the City conducted an appraisal of the Subject Property Interests and, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owner of record (the "Owner of Record") to acquire the Subject Property Interests for the amount which it has established to be just compensation;

WHEREAS, the City determined the Owner of Record based on the name and address appearing on the last equalized county assessment roll notice in connection with the Subject Property Interests;

WHEREAS, the Owner of Record has not accepted the City's offer;

WHEREAS, pursuant to the provisions of the California Code of Civil Procedure Section 1245.235, the City provided notice to the Owner of Record of 3508, 3520, 3530, 3540, and 3550Bassett Street, Santa Clara, CA 95054 that the City Council intends to adopt a resolution of necessity and the right of the Owner of Record to appear before the City Council and heard; and

WHEREAS, on November 12, 2024, by Resolution No. 24-9386, the City Council certified the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project in accordance with California Environmental Quality Act (CEQA), and the actions proposed herein require no further environmental review is necessary pursuant to CEQA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the above Recitals are true and correct and by this reference made a part hereof.

2. That the Report to Council accompanying this resolution is true and correct and by this reference made a part hereof.

3. That the Recitals and the Report to Council support the City Council's findings below:

    A. The public interest and necessity require the Project.

    B. The Project is planned or located in the manner that will be most compatible with

the greatest public good and the least private injury.

C. The Subject Property Interests sought to be acquired are necessary for the Project.

D. All environmental review required by law has been prepared and adopted.

E. The offer required by Section 7267.2 of the California Government Code has been made to the Owner(s) of Record of the Subject Property Interests.

F. The necessary notice of hearing has been given, as required by Code of Civil Procedure section 1245.235.

4. That the City Attorney or his duly authorized designee is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such actions as he may deem advisable or necessary in connection therewith.

5. That the City may deposit with the State Treasury the probable amount of compensation and obtain an order for prejudgment possession of the Subject Property Interests.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Subject Property Interests Overhead Electric Utility Easement
2. Exhibit B – Exhibit A Description

SVP REF:

EXHIBIT "A-1"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,308.49 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 250.07 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°37'40" West 15.00 along said southerly line; thence North 27°24'00" West 250.06 feet to the northerly line of said Grantor's Parcel; thence North 62°36'24" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,800 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

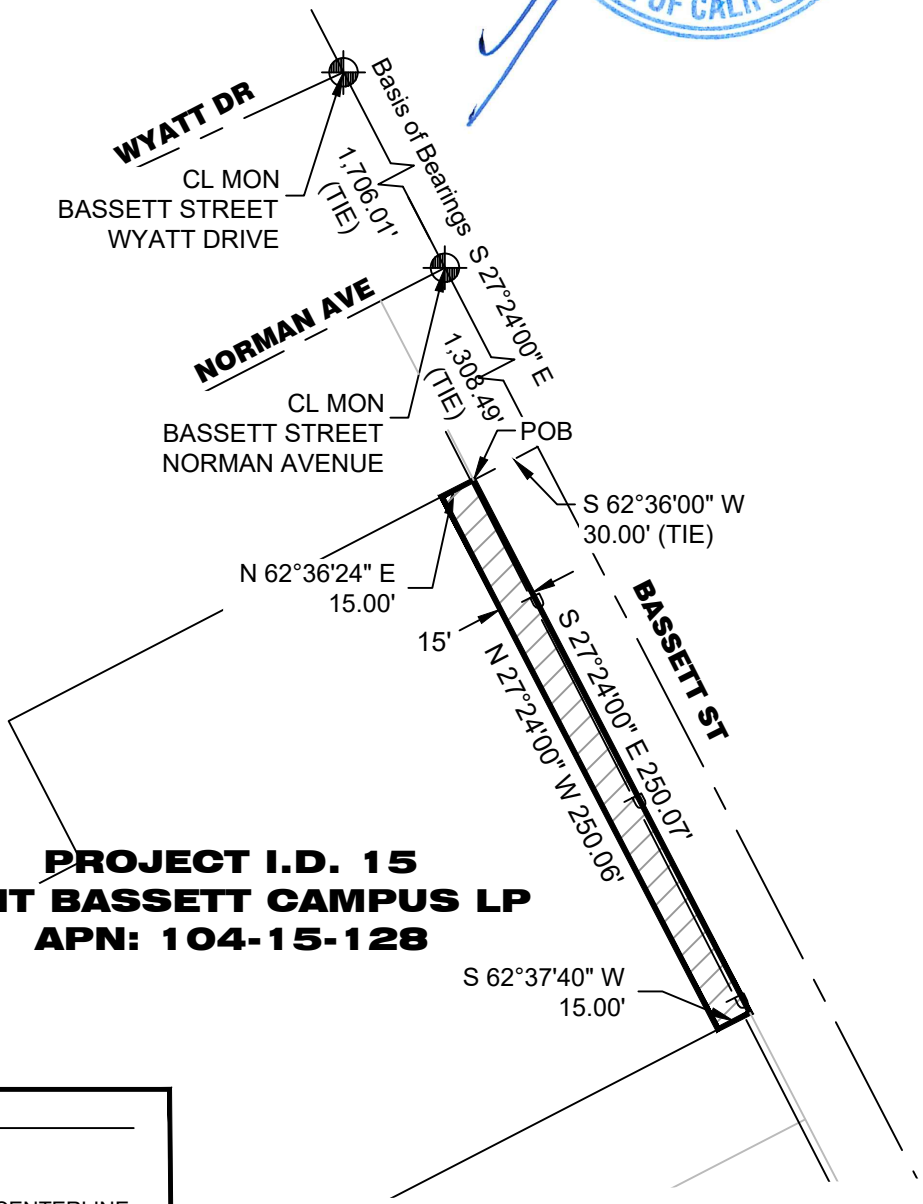
SVP REF:

EXHIBIT "A-1"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±

PROFESSIONAL LAND SURVEYOR
JAMES J. COUTS
PLS 8360
exp. 12/31/2025
7-28-25
STATE OF CALIFORNIA

SCALE FEET
0 40 80



PROJECT I.D. 15
HGIT BASSETT CAMPUS LP
APN: 104-15-128

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- P — POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

EXHIBIT B-1

3508 Bassett Street

Exhibit A-1 Description

[i] a 3,800 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A-1" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

SVP REF:

EXHIBIT "A-2"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,051.80 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.69 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'24" West 15.00 along said southerly line; thence North 27°24'00" West 256.69 feet to the northerly line of said Grantor's Parcel; thence North 62°36'00" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

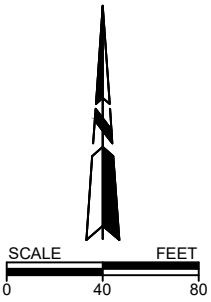
HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

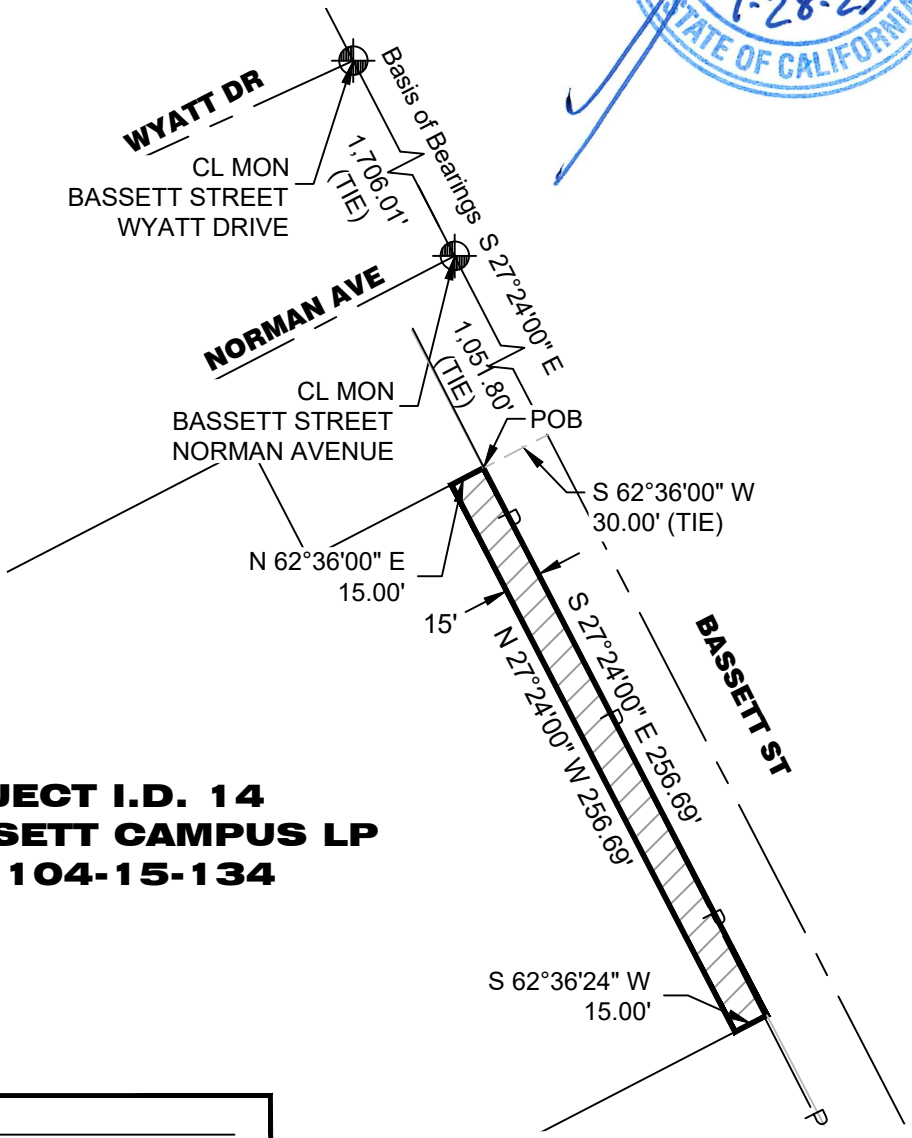
SVP REF:

EXHIBIT "A-2"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±







PROJECT I.D. 14
HGIT BASSETT CAMPUS LP
APN: 104-15-134

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

EXHIBIT B-2

3520 Bassett Street

Exhibit A-2 Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A-2" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

SVP REF:

EXHIBIT "A-3"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 795.11 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.68 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'00" West 15.00 along said southerly line; thence North 27°24'00" West 256.60 feet to the northerly line of said Grantor's Parcel; thence North 62°17'06" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

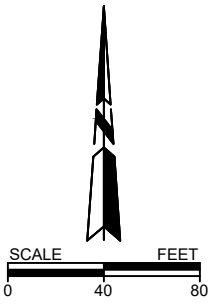
SILICON VALLEY POWER
CITY OF SANTA CLARA

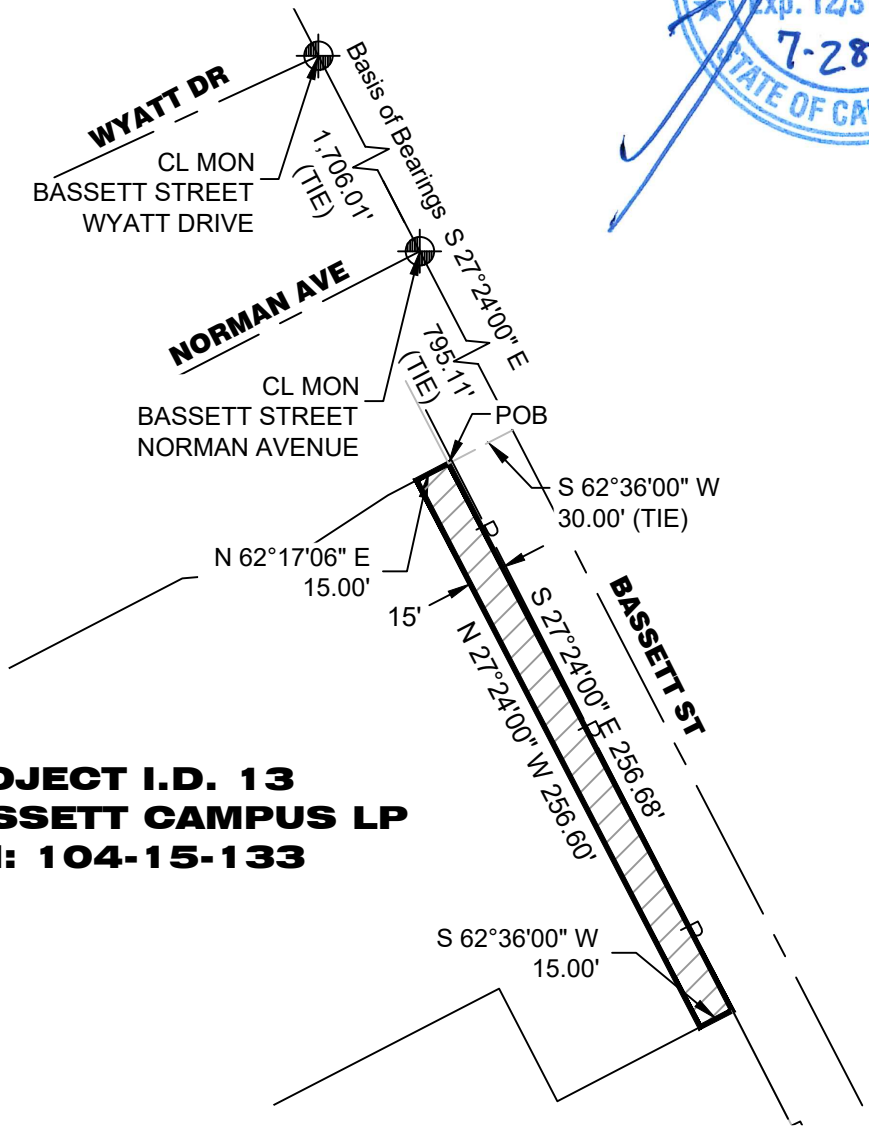
SVP REF:

EXHIBIT "A-3"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±

PROFESSIONAL LAND SURVEYOR
JAMES J. COUTS
PLS 8360
Exp. 12/31/2025
7-28-25
STATE OF CALIFORNIA





PROJECT I.D. 13
HGIT BASSETT CAMPUS LP
APN: 104-15-133

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

EXHIBIT B-3

3530 Bassett Street

Exhibit A-3 Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A-3" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

SVP REF:

EXHIBIT "A-4"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 719.92 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 75.19 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°17'06" West 15.00 along said southerly line; thence North 27°24'00" West 75.36 feet to the northerly line of said Grantor's Parcel; thence North 62°55'42" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 1,200 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: N/A	BY: AGD	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

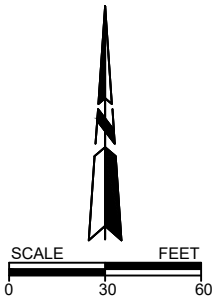
SILICON VALLEY POWER
CITY OF SANTA CLARA

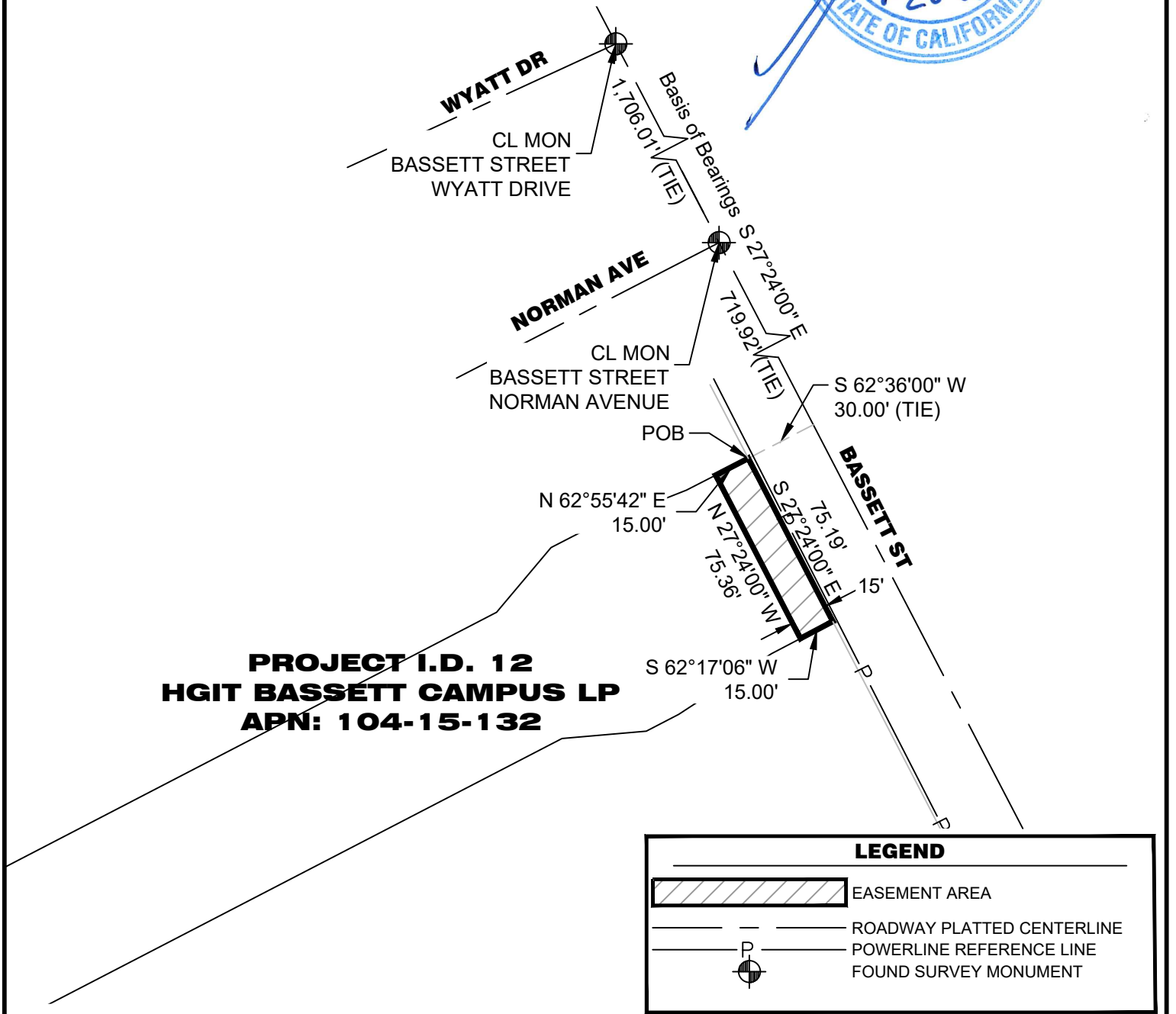
SVP REF:

EXHIBIT "A-4"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±

PROFESSIONAL LAND SURVEYOR
JAMES J. COUTS
PLS 8360
Exp. 12/31/2025
7-28-25
STATE OF CALIFORNIA





THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: 1" = 60'	BY: AGD	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

EXHIBIT B-4

3540 Bassett Street

Exhibit A-4 Description

[i] a 1,200 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit “A-4” (“Easement Area”) for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner’s property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder’s use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder’s express written consent and only after easement holder’s review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder’s reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder’s facilities or equipment located within the Easement.

SVP REF:

EXHIBIT "A-5"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 343.43 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 376.49 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°55'42" West 15.00 along said southerly line; thence North 27°24'00" West 376.42 feet to the northerly line of said Grantor's Parcel; thence North 62°40'10" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 5,700 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

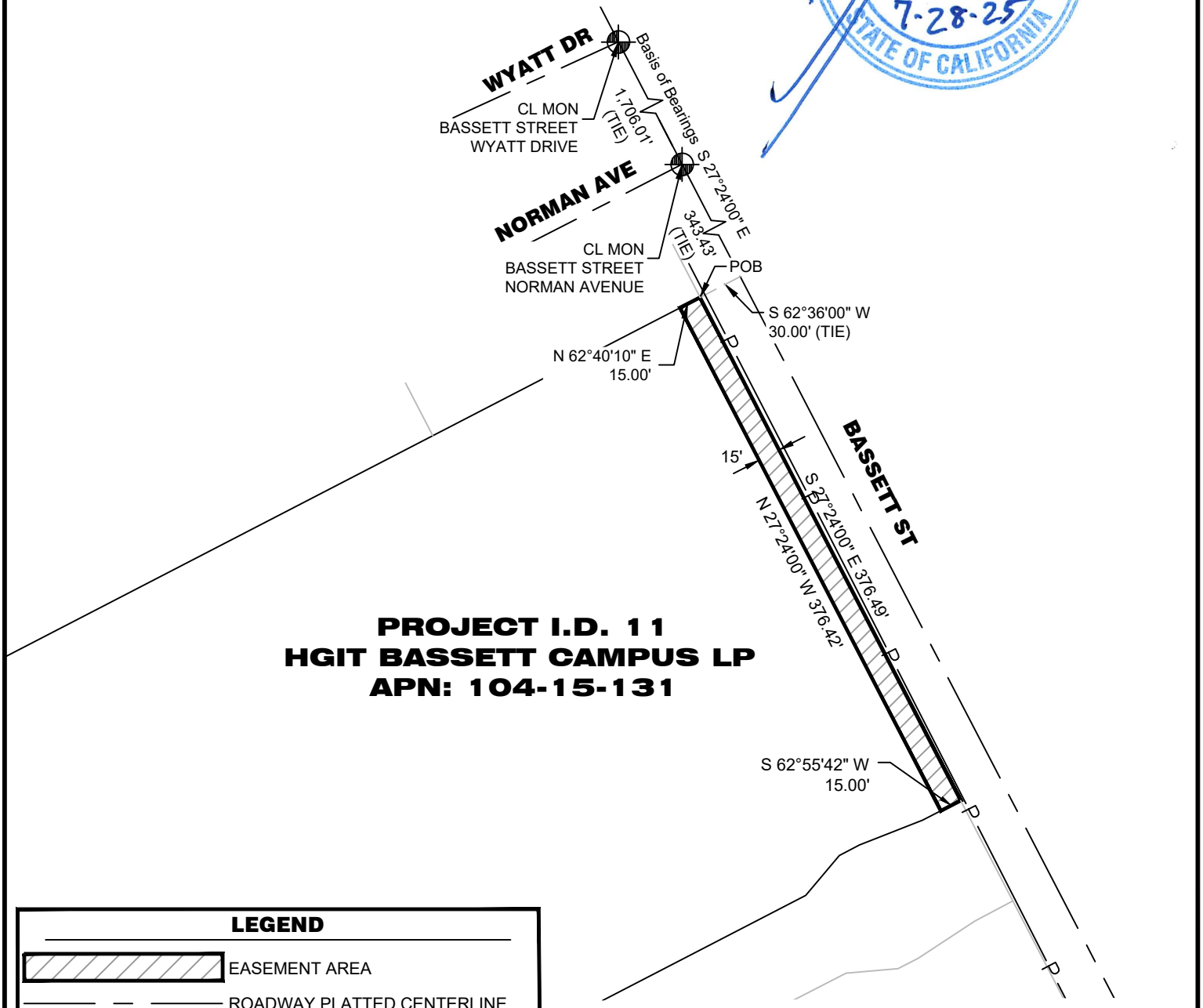
SVP REF:

EXHIBIT "A-5"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±

PROFESSIONAL LAND SURVEYOR
JAMES J. GUTS
PLS 8360
Exp. 12/31/2025
7-28-25
STATE OF CALIFORNIA

SCALE FEET
0 50 100



PROJECT I.D. 11
HGIT BASSETT CAMPUS LP
APN: 104-15-131

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- P — POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 7-28-25		SCALE: 1" = 50'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B-5

3550 Bassett Street

Exhibit A-5 Description

[i] a 5,700 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A-5" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

SILICON VALLEY POWER
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3508 Bassett Street, Santa Clara, CA 95054
APN: 104-15-128

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3508 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

N. Procos

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

4. The environmental review required by law has been prepared and adopted.

5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

SVP REF:

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,308.49 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 250.07 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°37'40" West 15.00 along said southerly line; thence North 27°24'00" West 250.06 feet to the northerly line of said Grantor's Parcel; thence North 62°36'24" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,800 sq. ft., more or less.

PROFESSIONAL LAND SURVEYOR
JAMES J. COLEMAN
PLS 8611
Exp. 12/31/2025
STATE OF CALIFORNIA
2/7/25

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
560 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

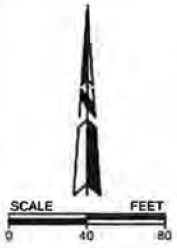
SILICON VALLEY POWER
CITY OF SANTA CLARA

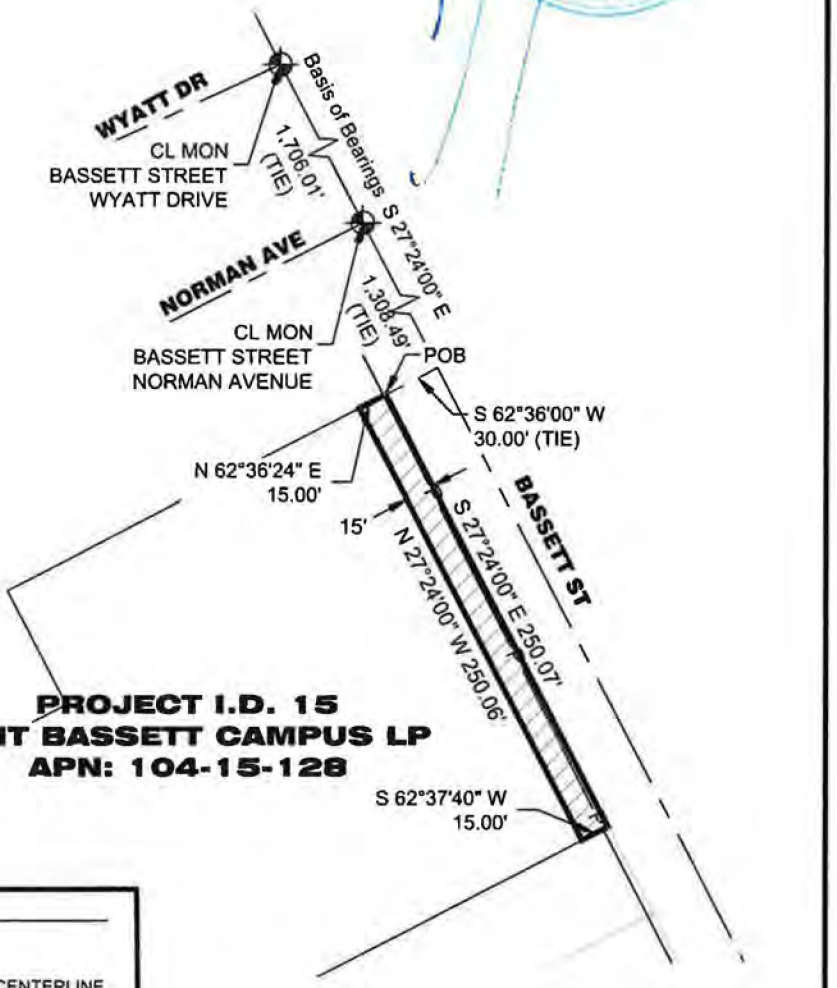
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-128
EASEMENT AREA: 3,800 SQ.FT. ±





PROJECT I.D. 15
HGIT BASSETT CAMPUS LP
APN: 104-15-128

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- P — POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
680 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-128
3508 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,800 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3520 Bassett Street, Santa Clara, CA 95054
APN: 104-15-134

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3520 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 1,051.80 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.69 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'24" West 15.00 along said southerly line; thence North 27°24'00" West 256.69 feet to the northerly line of said Grantor's Parcel; thence North 62°36'00" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.

JAMES J. COLLINS
PLS 0000
Exp. 12/31/2025
2/7/25

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

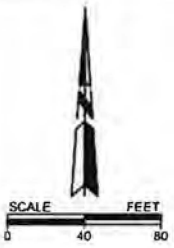
SILICON VALLEY POWER
CITY OF SANTA CLARA

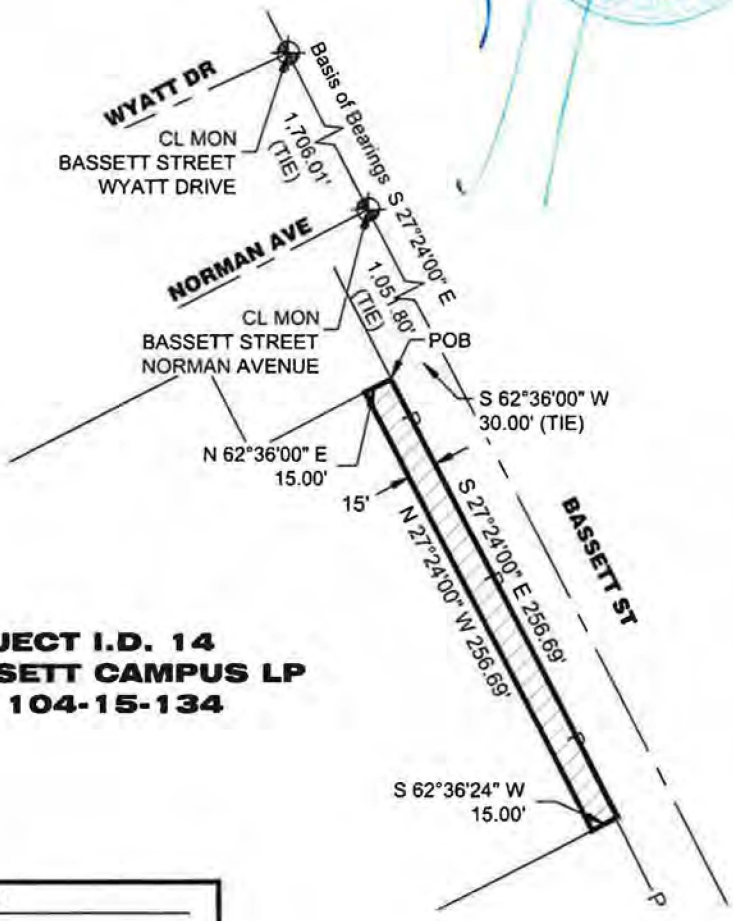
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-134
EASEMENT AREA: 3,900 SQ.FT. ±





PROJECT I.D. 14
HGIT BASSETT CAMPUS LP
APN: 104-15-134

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

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REV: 0	DATE: 2-7-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

Engineering with Distinction
ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-134
3520 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3530 Bassett Street, Santa Clara, CA 95054
APN: 104-15-133

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3530 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

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2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
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5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

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City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

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Sincerely,

Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 795.11 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 256.68 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°36'00" West 15.00 along said southerly line; thence North 27°24'00" West 256.60 feet to the northerly line of said Grantor's Parcel; thence North 62°17'06" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 3,900 sq. ft., more or less.



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REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

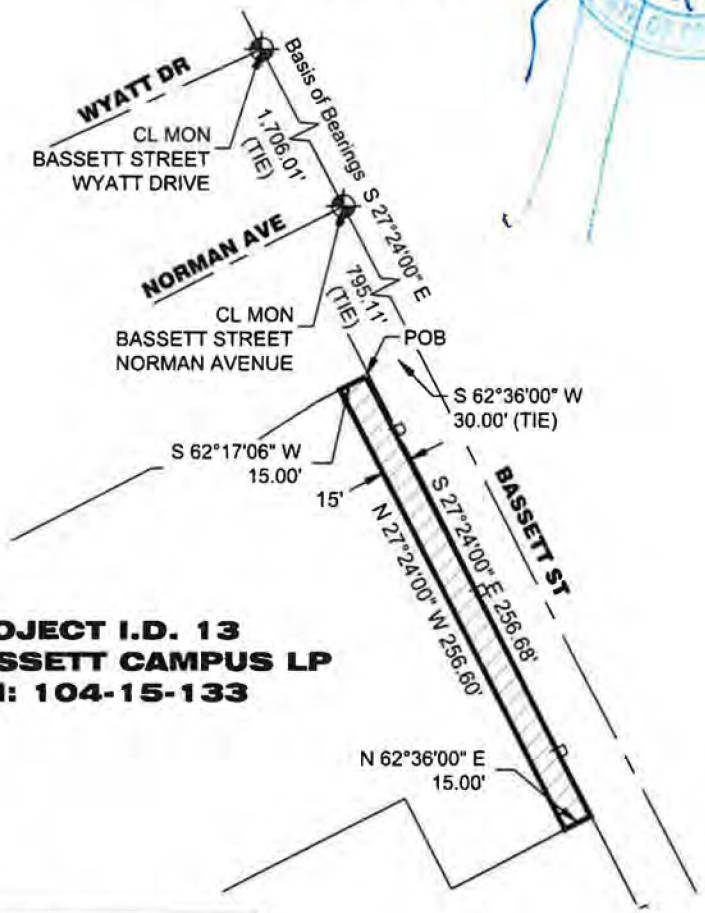
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-133
EASEMENT AREA: 3,900 SQ.FT. ±





PROJECT I.D. 13
HGIT BASSETT CAMPUS LP
APN: 104-15-133

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

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REV: 0	DATE: 2-7-25	SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-133
3530 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 3,900 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

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EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

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Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3540 Bassett Street, Santa Clara, CA 95054
APN: 104-15-132

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Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

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Sincerely,



Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±

DESCRIPTION:

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CONTAINING: 1,200 sq. ft., more or less.



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REV: 0	DATE: 2-7-25		SCALE: N/A	BY: AGD	CHK: GHH	APP: JJC

ELECTRICAL CONSULTANTS INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

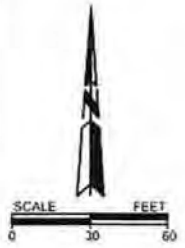
SILICON VALLEY POWER
CITY OF SANTA CLARA

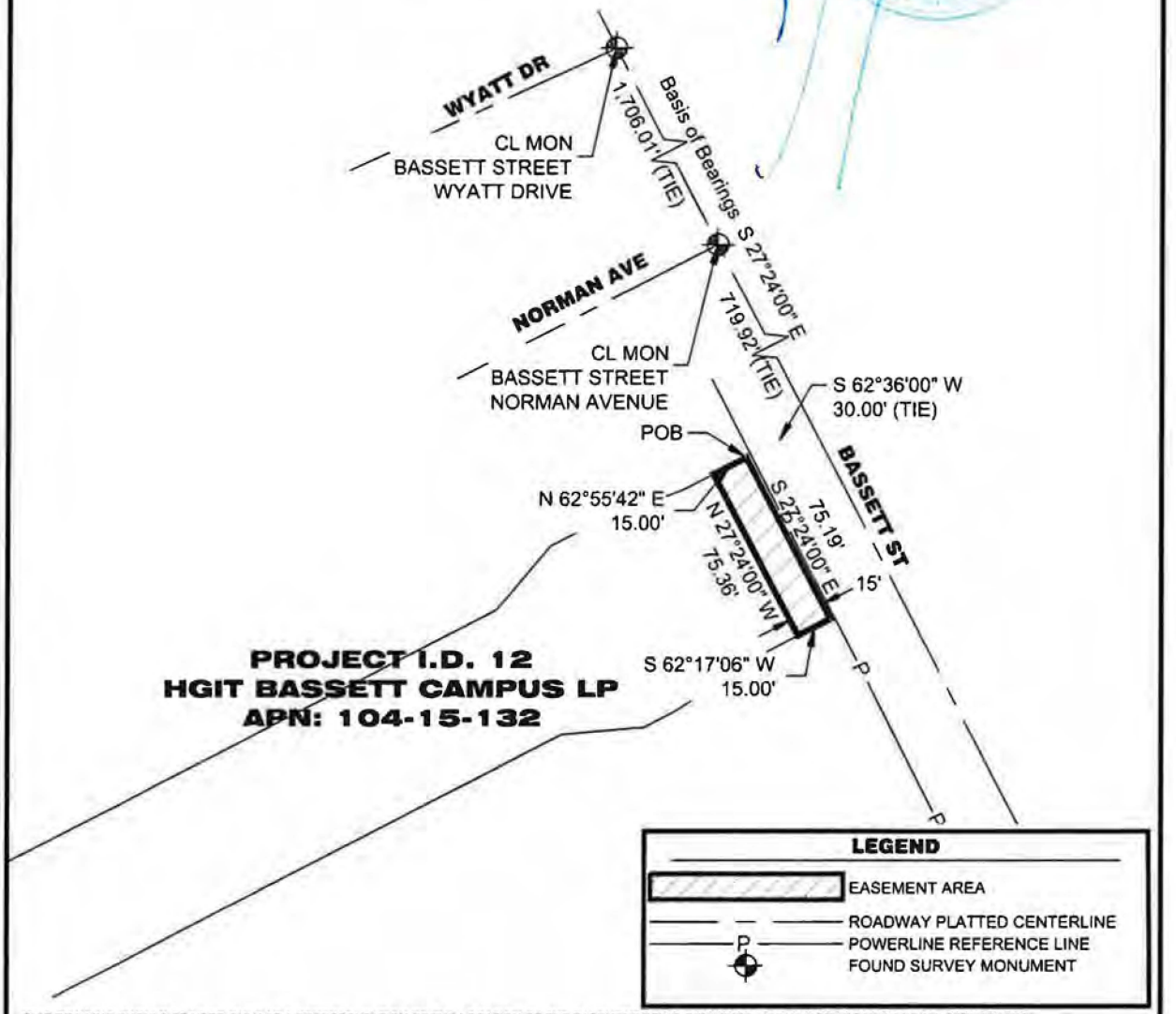
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-132
EASEMENT AREA: 1,200 SQ.FT. ±





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REV: 0	DATE: 2-7-25		SCALE: 1" = 60'	BY: AGD	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9954

HGIT BASSETT CAMPUS LP
APN: 104-15-132
3540 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 1,200 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

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EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
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Sincerely,

Signed:

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Print Name:

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Address:

_____

_____

SILICON VALLEY POWER
CITY OF SANTA CLARA

Powering The Center of What's Possible

July 23, 2025

HGIT Bassett Campus LP
2800 Post Oak Blvd. Ste 2800
Houston, TX, 77056

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 3550 Bassett Street, Santa Clara, CA 95054
APN: 104-15-131

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3550 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **August 19, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

Nico Procos
Director of Silicon Valley Power

EXHIBIT A

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±

DESCRIPTION:

The easterly 15.00 feet of the parcel of land conveyed in that certain Grant Deed recorded August 31, 2020 as Document No. 24594958, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Bassett Street and Wyatt Drive; thence South 27°24'00" East 1,706.01 feet along the centerline of said Bassett Street to a monument located at the centerline intersection of said Bassett Street and Norman Avenue; thence South 27°24'00" East 343.43 feet continuing along said centerline (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 27°24'00" East 376.49 feet along said westerly right-of-way to the southerly line of said Grantor's Parcel; thence South 62°55'42" West 15.00 along said southerly line; thence North 27°24'00" West 376.42 feet to the northerly line of said Grantor's Parcel; thence North 62°40'10" East 15.00 along said northerly line to the **POINT OF BEGINNING**.

CONTAINING: 5,700 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-8954

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

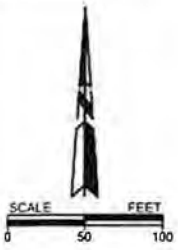
SILICON VALLEY POWER
CITY OF SANTA CLARA

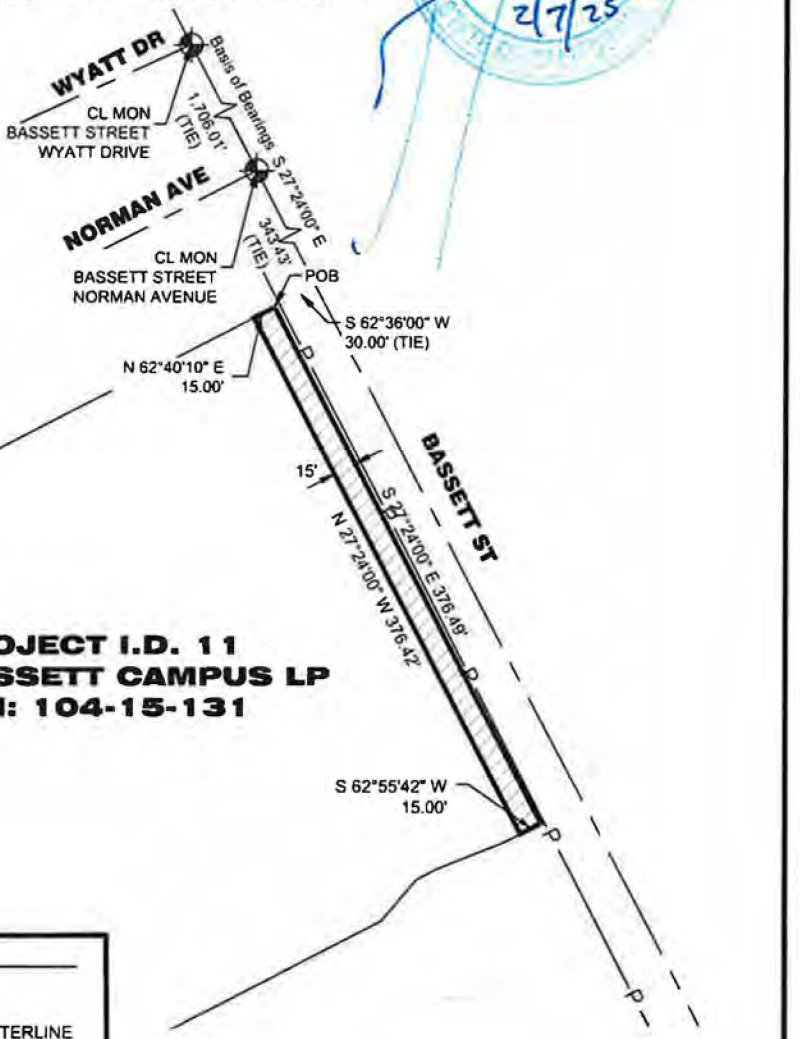
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
HGIT BASSETT CAMPUS LP
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054
APN: 104-15-131
EASEMENT AREA: 5,700 SQ.FT. ±





PROJECT I.D. 11
HGIT BASSETT CAMPUS LP
APN: 104-15-131

LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 50'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-9154

HGIT BASSETT CAMPUS LP
APN: 104-15-131
3550 BASSETT ST.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

SCLA-56598\2334874.1

EXHIBIT B

Exhibit A Description

[i] a 5,700 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of August 19, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

25-643 **Agenda Date: 8/19/2025**

REPORT TO CITY COUNCIL

SUBJECT

Action on an Update to the City Council's Public Notification, Outreach & Engagement Policy for all Planning Applications

BACKGROUND

On June 27, 2017, the City Council adopted a policy for public outreach for a wide range of Planning applications with the goal to enhance community engagement and ensure transparency throughout the planning process. The Community Development Department (Department) is responsible for implementing this policy and continually improving public engagement activities. The City of Santa Clara is one of the few cities to have a formal policy in place, whereas most cities follow State law. Either way, the City must, at a minimum, provide the noticing required by State law and by the City Code. In its current 2017 form, the Policy already goes beyond the requirements of both.

The purpose for updating the policy now is due to several factors:

- The pandemic and post-pandemic conditions,
- New State laws for housing applications, and
- Rapid adoption of new technologies to bridge communication gaps

As a result, these factors have significantly impacted how the Department conducts business and processes housing and other applications. These changes have prompted a review and update of the policy.

Efforts to update the policy began in 2022 as initiated by staff, with community meetings held in December 2022 and July 2023. The updates to the policy primarily focus on three key areas:

1) Notification Activities: Enhancing how and when the community is informed about planning applications.
2) Outreach Activities: Improving methods to reach out to the community and gather input.
3) Engagement Activities: Ensuring continuous and meaningful engagement with the community throughout the planning process.

Since 2023, the draft policy has been updated based on public feedback, undergone internal review, and been reviewed by stakeholders. On February 19, 2025, the Planning Commission held a noticed public hearing regarding the policy and recommended the updated policy for adoption by the City Council with the following changes:

1) Increase the notification radius from a staff recommended ¼ mile (1,320 feet) to ½ mile (2,640 feet) for large/significant interest proposals;
2) Increase the notification radius from 500 feet to ¼ mile (1,320 feet) for standard proposals;

and
3) The Planning Commission will review how the Policy is functioning after four community meetings or six months, whichever is first.

Updating the policy requires a recommendation from the Planning Commission and adoption by the City Council. The Commission voted 6-0 to recommend the updated policy to Council with changes described above. Staff does not concur with the Commission's recommendations on increasing the notification radii beyond staff's recommendations. A description of the updated policy is provided below; for a more detailed background, see the Planning Commission staff report in Attachment 2.

DISCUSSION

Since 2017, the City of Santa Clara has had a formal public outreach policy that outlines specific processes for informing the community of development proposals, with increasing requirements for larger proposals. This adopted policy goes beyond State requirements. Most cities in the South Bay do not have formal public outreach policies and, instead, rely on State law, which defines a standard noticing requirement of 300 feet for most development proposals. This is the most prevalent practice in the State. In 2017, after providing feedback, the Santa Clara City Council viewed the adoption of our Public Outreach Policy for Planning Applications as a beneficial tool to enhance community notice of upcoming projects of interest. The community meeting aspect of the policy was seen as a success, allowing for an additional format for receiving feedback. Prior to the pandemic, these meetings were conducted in person, however, because of the pandemic, the meetings were conducted virtually. Consistent with existing policy, meetings continued post pandemic to be conducted virtually but are encouraged to be hybrid. As a result of the post-pandemic practice and more robust engagement methods using technology, staff is now bringing updates to the policy.

Summary of Changes

At the February 19, 2025, Planning Commission hearing, the Commission generally supported staff's recommendation of the updated policy that included more robust outreach and a balance between maintaining a streamlined development review process and greater notification to the public. Highlights of the staff recommended updates are as follows:

Staff Recommendation to Planning Commission

- Each project would provide notice to the public at least twice: once near the beginning of the process and again towards the end of the process prior to the hearing.
- "Large" and "Significant Projects" notification radius increased from 1,000 feet to ¼ mile (1,320 feet).
- Community meetings will be available in a hybrid format.
- Identifying what types of outreach efforts are required by entitlement type or type of project.
- Requiring an initial visioning meeting for general plan amendments where a project is changing from non-residential to residential; general plan amendments when residential density changes; and long-range planning projects initiated by the City.

Planning Commission Recommendations

The Commission supported the revised policy, but also made three additional recommendations, which are discussed in further detail in this section. Staff does not concur with the increased notification radii recommendations.

1. Increase Notification Radius from staff recommended ¼ mile to ½ mile for Large / Significant Interest Proposals

Large Development Proposals are defined by the current policy to include proposals that involve over 49 dwelling units, 30,000 square feet or more of commercial uses, or 50,000 square feet or more of office or industrial uses. A **Significant Interest Proposal**, as defined in the policy, includes proposals that the Community Development Director determines have a high potential for a large degree of interest at a citywide level. The updated policy designates “data centers” and “drive-in/drive-through establishments” as large and significant interest projects.

The existing policy requires a notification of 1,000 feet for large / significant interest projects. Most data centers and drive-in projects are currently subject to a 500-foot notification. Data centers would now be considered a significant interest proposal and would be notified with a quarter-mile. The Planning Commission’s recommendation increases the notification radius to 2,640 feet (half-mile). The Community Development Director may increase in any case the notification radius to incorporate more notice.

Staff time and additional costs
As part of the protocol, the Department will prepare up to 200 notifications in-house. This covers most small projects (300-foot radius that include single-family residence projects). Due to staffing limits, anything over that amount, the City outsources to a third-party vendor to prepare and mail notifications. In preparation for additional costs that the increased notifications would create, staff included an update for notification mailings in the City’s FY 2025/26 Municipal Fee Schedule, adopted by the City Council on April 29, 2025. This new fee was effective July 1, 2025, and would be cost-recovery-based and borne by the applicant.

There is an economy of scale where more mailings result in a lower cost per notice. Based on past projects and invoices from the third-party preparer in the last year, this cost ranges from 52 cents per notice for a 6,000-count mailing ($3,120) versus $1.53 per notice for a 200-count mailing ($306). In general, where there is additional noticing required, the cost per unit will go down, however, the overall cost will increase. Some projects may go to multiple commissions, for example a Historic Landmarks Commission, Design Review Hearing, Planning Commission and City Council. In addition to public hearings, there are also community meetings that are conducted. The cost for the noticing should be expected to increase with the new proposed policy.

2. Increase Notification Radius to ¼ Mile for Standard Proposals

Standard Development Proposals, as defined by the policy, include projects between five and 49 dwelling units, up to 30,000 square feet of commercial, or up to 50,000 square feet of office or industrial use. Most Conditional Use Permit projects and all Variance projects would be considered standard development proposals.

The existing policy requires a notification of 500 feet for standard development projects. Staff’s recommendation on the updated policy was to maintain that radius, and the Commission’s recommendation increases the notification radius to 1,320 feet. Staff is in not in support of the increase.

For example, under the current policy, the recently approved carwash at 2455 Lawrence Expressway

would require a notification radius of 500 feet. That results in 1,000 notifications to be mailed out. Under the Commission's recommendation (1/4-mile), this results in 2,260 notifications to be mailed out. See Attachment 3 for maps related to this notification for reference. Staff's additional time and costs are described in the previous section and borne by the applicant.

A second example for a significant project, under the City's current policy (and the standard notice defined in State law), would require a notification radius of 500 feet, which results in 617 mailed notifications. Under staff's recommendation (1/4-mile), there would have been 2,158 mailed notifications. Under the Commission's recommendation (1/2-mile), there would have been 4,074 mailed notifications. See Attachment 3 for maps related to this notification for reference.

In addition to the increased costs, there will be additional burden on staff to coordinate the notices with outside vendors and verification. There is significant administrative costs to adding more noticing, and the additional noticing may not result in additional interest from residents.

3. Additional Review by the Planning Commission

Since there are some new criteria included in the updated policy, the Commission wanted to revisit the policy after at least four community meetings or six months, whichever is sooner. This will allow the Department to provide an implementation summary on the updated policy to the Commission for feedback.

What are Other Jurisdictions Doing?

There are limited examples of other local jurisdictions with adopted public outreach policies for Planning applications, including the City of San José, City of Sunnyvale, City of Cupertino, and the City of East Palo Alto. Similarly, these policies address types of projects and the extent of outreach. Based on the research, Santa Clara has the most robust policy. Cupertino's policy mentions "advise", "collaborate" and "team up" for projects of different size and entitlement type. Otherwise, does not specify requirements. East Palo Alto's noticing maxes out at 600 feet. San Jose's policy maxes out at 1,000 feet for notifications for significant projects and allows the Director to increase the notifications as necessary.

As recommended by the Planning Commission, Santa Clara will be an outlier regarding processing applications if the outreach and engagement requirements are onerous compared to the requirements of other surrounding jurisdictions.

Summary

Updates to the policy are necessary to reflect changes and emerging trends. The proposed changes are the culmination of outreach efforts and represent best practices moving forward. The early notification update is a direct result of stakeholder input and would result in better outreach and earlier feedback to staff and the applicant on a pending project. While the increases to the notification radii as recommended by the Planning Commission would result in additional property owners/tenants being notified, it is not certain if that would necessarily lead to increased feedback or participation from the public. Increasing the notification radii would increase costs to the applicant and increase the amount of time staff would spend on notifications.

Based on surrounding jurisdictions noticing and outreach, the City of Santa Clara would be an outlier. An alternative to increasing the notices to the level recommended by the Planning Commission is to allow staff to gauge the interest of the public from the early notification and allow the Community

Development Director to adjust the notification radius based on community interest. As recommended by the Planning Commission, the Department would return with a summary of the implementation for feedback and potential further updates.

ENVIRONMENTAL REVIEW

The policy is not a project as defined by the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expenses typically covered by processing fees paid by the applicant, which were recently updated to account for these costs. As mentioned in the discussion section, additional mailings per project and increased notification radius requirements would increase the amount of time and cost per project to process depending on the project type and the number of public hearings.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

On December 1, 2022, the City conducted an in-person community meeting at the Central Library and followed this up with a virtual community meeting on December 8, 2022. On July 12 and July 17, 2023, the City conducted virtual community meetings. Those in attendance included residents, neighborhood organizations, and engagement organizations.

Following these meetings, a public draft of the policy was available for comment through an online platform, Konveio, where the public provided comments. In summary, public comments included: increasing the radius for notification; a preference for hybrid meeting format over virtual format; add community events in addition to community meetings; and developers should partner with community -based organizations. As a result of public feedback, the draft policy was updated as follows:

- The notification radius was increased for large and significant projects;
- Community meetings are proposed to be hybrid;
- Participating in community events, such as the Art and Wine Festival or farmers' market, and partnering with community-based organizations are encouraged.

Catalyze SV, a stakeholder provided some feedback that was not included in the draft policy. They suggested that the City provide child-care services, food, and translations during meetings. Santa Clara, nor our neighboring communities, regularly provides these items for all development proposal meetings. A general response to their feedback is included as an attachment to this report.

Notice of this City Council meeting was advertised on the City's social media accounts and sent to the City's e-notify list. There were two social media posts on various platforms (Facebook, Instagram and NextDoor) resulting in 3,401 views, however, only four views resulted in clicks to the City's project page with the policy updates. A publication took place in the Santa Clara Weekly on August 6, 2025.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special

Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. The Council may decide to not change the existing Public Outreach Policy for Planning applications.
2. The Council may decide to make additional revisions to the updated Public Outreach Policy for Planning applications.

RECOMMENDATION

Adopt the updated Public Notification, Outreach & Engagement Policy for Planning Applications, as modified by the Planning Commission, except for increasing the notification radii beyond staff's recommendation for large and significant projects.

Reviewed by: Afshan Hamid, Director, Community Development
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Updated policy
2. Weblink to 2-19-25 Planning Commission Packet, Updated Policy with redlines and project page
3. Example Notification Maps
4. Catalyze SV Feedback Comments

Public Notification, Outreach, & Engagement Policy for Planning Applications

The facilitation of inclusive community participation is an important goal for the City's conduct of the land use development process. The intent of this policy is to inform City practices that will provide the public with enhanced access to information related to land use development activity within Santa Clara to encourage community members to be informed and engage in the public process for the review of development proposals. The desired outcome of this Policy would be the extent to which the developer incorporates community feedback into the project design.

The Policy establishes notification, outreach, and engagement requirements for the City of Santa Clara that will be implemented in addition to the minimum noticing requirements provided by State law. Notification, outreach, and engagement activities are based on the City's level of discretion in deciding on a particular development proposal.

Definitions

Initial Development Proposal. For Large and Significant Interest Development Proposals, developers are encouraged to submit preliminary information about a project with conceptual drawings that include a tentative site plan and draft architectural renderings. The Director of Community Development also has the discretion to require an Initial Development Proposal for any project of any size.

Minor Development Proposal. Minor Use Permits, Off-Site Parking Permits, Reasonable Accommodation requests and Temporary Use Permits that have noticing requirements prescribed in the City Code. *These projects are not subject to this Policy unless deemed a Significant Interest Development Proposal.*

Small Development Proposal. A development proposal related to the construction, renovation, demolition, or expansion of a single-family house that requires a public hearing; up to four residential units; accessory structures that require a public hearing. Does not include minor use permits.

Standard Development Proposal. A development proposal that involves between five and 49 dwelling units, up to 30,000 square feet of commercial, or up to 50,000 square feet of office or industrial uses.

Large Development Proposal. A development proposal that involves over 49 dwelling units, 30,000 square feet or more of commercial uses, or 50,000 square feet or more of office or industrial uses.

Significant Interest Development Proposal. A development proposal that the Director determines has a high potential for a large degree of interest at a Citywide level.

Project Manager. A Community Development Department staff member who is responsible for processing the land use/or development applications.

Process

Development projects will need to advance through several stages of public notification, depending on the size and type of the project.

1. Initial Public Notification.

Purpose & Intent
The intent of the Initial Public Notification is to ensure that stakeholders and other interested parties have as much advance notice as possible of proposals. This provides stakeholders the opportunity to be informed about decisions that may affect them.

- ***On-Site Posting.*** For projects specified in Matrix A, the applicant is responsible for installing an on-site notification sign on the project site, consistent with the size and content requirements listed in this policy. The applicant is responsible for installing an on-site notification sign on the project site within the **30 days** of the application submittal. The Community Development Department will maintain a template that contains the format and contents of an "on-site posting" sign. The sign will reference, through use of a QR code and weblink address, a connection to the City's project webpage for updated information. The applicant shall provide photo documentation that the sign has been posted to the Project Manager.

- ***Mailed Notices.*** Notices will be sent to all property owners and tenants within the radius specified in Matrix A.
    - If no community meeting is required, then a notice will be sent within **35 days** of applying.
    - If a community meeting is required, then the community meeting notice will serve as the "initial public notification".

- ***Website Posting.*** For proposals specified in Matrix A, once the City receives a development application or an initial development proposal, the City will add information about the Project to the online, publicly accessible, recently filed projects list (updated, at a minimum, monthly, or more frequently).
    - The City project webpage will also include updated plans, video recordings of community meetings, community meeting notes, and frequently asked questions.

2. Community Meeting.

Purpose & Intent
The purpose of community meetings is to inform stakeholders and other interested parties about the development proposals, answer questions, receive public comment, and address project issues before the Public Hearing.

Methods, Timing & Logistics

Methods & Timing

For Standard, Large, and Significant Interest proposals, there should be at least one noticed community meeting within **60 days** of filing the application but in any event, must be held no more than **90 days** following the filing of the application. There should be a second noticed community meeting for Significant Interest proposals. Subject to the discretion of the Director of Community Development, attendance and presentation at a regularly scheduled community group or organization meeting may qualify as a community meeting, as may an Initial Visioning Meeting associated with an Initial Development Proposal. Additionally, applicants may take advantage of participating at existing community events, such as the City's Art & Wine Festival, however, this would be in addition to the community meeting.

Applicants are also encouraged to team up with a third-party whom specializes in community engagement or create partnerships with existing community-based organizations to help with connecting with hard-to-reach populations.

Logistics

The applicant shall coordinate with the Project Manager regarding the community meeting for logistics (time, place, and format). The community meeting at a minimum shall provide an overview of the project, identify potential issues, and allow ample time with stakeholders for questions and answers.

- **Meeting Format.** To increase public attendance, community meetings will be conducted as hybrid. Attendance would be in person for the applicant and Project Manager while the community may participate in person or virtually.

- **Recordings.** Meetings will be recorded and posted on the City's project webpage.

- **Time.** If these meetings are scheduled during weekdays, they are encouraged to start after 5:30 PM.

Additional community meetings may be necessary at the discretion of the Director of Community Development for reasons not limited to but including change in scope for the project, additional community interest and a project that has been in process for longer than a year.

Community Meeting Noticing

All modes of community meeting noticing will be sent and/or posted online at least **10 days** in advance of the meeting, with a target of at least **14 days** prior to the meeting, consistent with the below outreach methods:

- ***Mailed Notices.*** Notices will be sent to all property owners and tenants within the radius specified in Matrix A.

- ***Website Posting.*** Notice of the community meeting will be provided on the Community Development Department's Planning Community Meetings webpage (http://www.santaclaraca.gov/government/departments/communitydevelopment/planning-division/planning-community-meetings), as well as the City's online calendars.

- ***E-Mails.*** E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for Planning Community

Meeting emails through the City's eNotify system. Those on the notification list will be sent recordings and materials from community meeting(s); information on changes to the project; and information on the community meetings or other hearings.

- ***Social Media*.** Announcements will be posted on the City's social media accounts, such as Facebook and Nextdoor, to increase awareness of projects.
    - Increase Access to Non-English Speakers. The City may utilize social media targeting tools available to extend reach to non-English speaking community members.

A template of the community meeting notice shall be maintained by the Community Development Department. At a minimum, the notice shall include who is conducting the meeting, contact information for the applicant and City Project Manager, the topic of the meeting, the location of the subject property, time, and place of the meeting and sufficient information to provide the community with a basic understanding of the project.

3. Public Hearing.

Purpose & Intent

The Council recognizes the importance of using larger radii for mailing notices as a tool to broaden the awareness of stakeholders in the vicinity of a pending land use or development action. Therefore, for many types of approvals, this Policy goes beyond the State's notification requirements. By keeping the community informed about land use and development decisions, the City promotes a transparent process that encourages genuine and effective involvement with stakeholders.

Public Hearing Noticing

All modes of public hearing noticing will be sent and/or posted online at least **10 days** in advance of the hearing, with a target of at least **14 days** prior to the meeting, consistent with the below outreach methods.

- ***Mailed Notices.*** Notices will be sent to all property owners and tenants within the radius specified in Matrix A.

- ***Website Posting.*** Notice of the public hearing will be provided on the individual hearing body's agenda webpage.

- ***E-Mails.*** E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for email alerts through the City's eNotify system for the hearing body to which the project will be presented.

- ***Social Media.*** Large and Significant Interest proposal public hearing announcements will be posted on the City's social media accounts, such as Facebook and Nextdoor.

- ***Publishing.*** For Large or Significant Interest proposals, notice of a public hearing may be advertised in the newspaper.

Types of Activities

All development projects will be subject to a combination of on-site posting, website posting, email communications, social media, and community meetings, depending on the size and type of the project.

Notification Activities
Are to be provided for the community to be informed about projects, which are typically housing projects, for which the City has limited authority to require discretionary changes , pursuant to State law. Projects that utilize State housing laws such as SB 9 (2017), SB 35 (2021), and AB 3194 (2018), adhere to the Notification Activities. The purpose of Notification Activities is to share with the community the project details and schedule. Examples:

- Second dwellings and lot splits pursuant to SB 9 (2021), when a preliminary Planning application is submitted
- Subdivisions creating 10 or fewer residential lots pursuant to SB 684 (2023)

Outreach activities
Are to be provided for the community to be informed and provide input into a project which as proposed, adheres to the City's General Plan and is not utilizing State laws that limit most discretionary changes. Projects that adhere to the City's General Plan will at a minimum implement the City's intended land use vision (type of land use and density) for the site; however, through the implementation of outreach activities, the community can provide input on the architecture, site design, and raise issues of concern that should be addressed by the project. Examples:

- Rezonings, consistent with General Plan
- Conditional Use Permits
- Tentative Subdivision Maps (not including SB 9 lot splits)

Engagement activities
For more significant projects, engagement activities involve additional outreach to allow the community to identify or provide feedback on potential community benefits that would enhance the greater community with the implementation of the project. Projects triggering engagement activities would need to file an initial development proposal with conceptual drawings that include a tentative site plan and draft architectural renderings.

In addition, developers must hold an initial visioning meeting (conducted in the same way as community meetings) during the preliminary review stage to allow for community to provide input on potential future land uses on the site or for the consideration of the development of the site plan and architecture. The applicant will also request feedback from the community regarding potential community benefit(s) that would provide amenities or attributes desirable and/or accessible to the broader community.

In addition to the initial visioning meeting, a community meeting(s) would still be required, (see community meetings section for logistics), within the first two months after the formal development application has been filed, to share proposed plans and respond to feedback received during the initial visioning meeting. Examples:

- An amendment to the existing General Plan land use designation to a residential designation, when the current designation is nonresidential
- An amendment to an existing residential General Plan land use designation to a differing density
- Long-range planning projects, including, but not limited to specific plans, significant Zoning Ordinance amendments, General Plan updates, and other policy documents, will

be treated as Significant Interest proposals in accordance with the Public Outreach Matrix. For these long-range projects, other community engagement tools such as the creation of a community task force or citizen advisory committee; surveys; and workshop(s) will be utilized.

Public Outreach Policy and State / City Law Consistency

The City and Developer shall achieve substantial compliance with the requirements in this Policy, as well as with any applicable notification criteria contained in State statutes or City ordinances.

Additional Outreach
The Project Manager for each application will maintain a list of interested parties for each application and said list will be notified by email when environmental documents are available for review and at least **10 days** in advance of community meetings or public hearings. The Director of Community Development maintains the discretion to require mailed notices to a larger radius than that called for by this policy.

Process and Alternate Language Information
All notifications will link to information on City planning processes as well as how community members can access information in languages other than English.

Additional outreach modes and efforts may be required above and beyond what are called for in this policy based on the type of project.

Matrix A: Outreach Modes

Method	Minor	Small	Standard	Large	Significant Interest
On-Site Posting		11”x17”	2’x3’	4’x6’	4’x6’
Initial Mailed Notice			X	X	X
Website Posting			X	X	X
Ongoing Communication		X	X	X	X
Mailing Radius	●	300 feet	~~500 feet~~ ¼ mile	~~¼ mile~~ ½ mile	~~¼ mile~~ ½ mile
Initial Visioning Meeting		X	X	X	X
Community Meeting			X	X	X
Mailed Notices			X	X	X
Online Calendar/ Website Posting			X	X	X
Email to Interested Parties and E-Notify			X	X	X
Social Media			X	X	X
Public Hearing					
Mailed Notices		X	X	X	X
Online Calendar/ Website Posting		X	X	X	X

Method	Minor	Small	Standard	Large	Significant Interest
E-Mail to Interested Parties and eNotify			X	X	X
Social Media			●	X	X
Newspaper Notice			●	●	●
Projects Without Public Hearing					
Mailed Notices	●				
Online Posting	●				

X Always required
● May be required (Refer to City Code)

Matrix B: Application Types and Specific Uses

Application Type / Specific Uses	Minor	Small	Standard	Large	Significant Interest
Applications[1]					
Architectural Review (DRH)		X	X	X	
Architectural Review (OTC)	O				
Conditional Use Permit			X	X	
Conforming Rezone with General Plan Designation		X			
General Plan Amendment			X		
Minor Use Permit	O				
Off-Site Parking Permits	O				
Reasonable Accommodation	O				
Rezoning/Text Amendment			X		
Significant Property Alteration (Major)		X			
Temporary Use Permit	O				
Tentative Subdivision Map			X		
Variance			X		
Specific Uses					
Data Centers[2]				X	

Application Type / Specific Uses	Minor	Small	Standard	Large	Significant Interest
Drive-In/Drive-Through establishments					X

1. *For any of the above applications, the Director may make a determination that the application qualifies as a significant interest project.*
2. *For projects requiring a public hearing.*

X Requirement
O See City Code for noticing requirements

References
06/27/2017 City Council adopted Public Outreach Policy for Planning Applications by Resolution 17-8456
XX/XX/XXXX City Council Amended and Adopted _____ by Resolution XX-XXXX

Web Links

Draft Public Outreach Policy 2/2025 (Redlines) – Planning Commission Recommendations:
https://www.santaclaraca.gov/home/showpublisheddocument/87045/638829928375048278

Project Website:
Here you will find a summary of the project and information regarding past community meetings and prior plan submittals.
https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/planning-public-outreach-policy

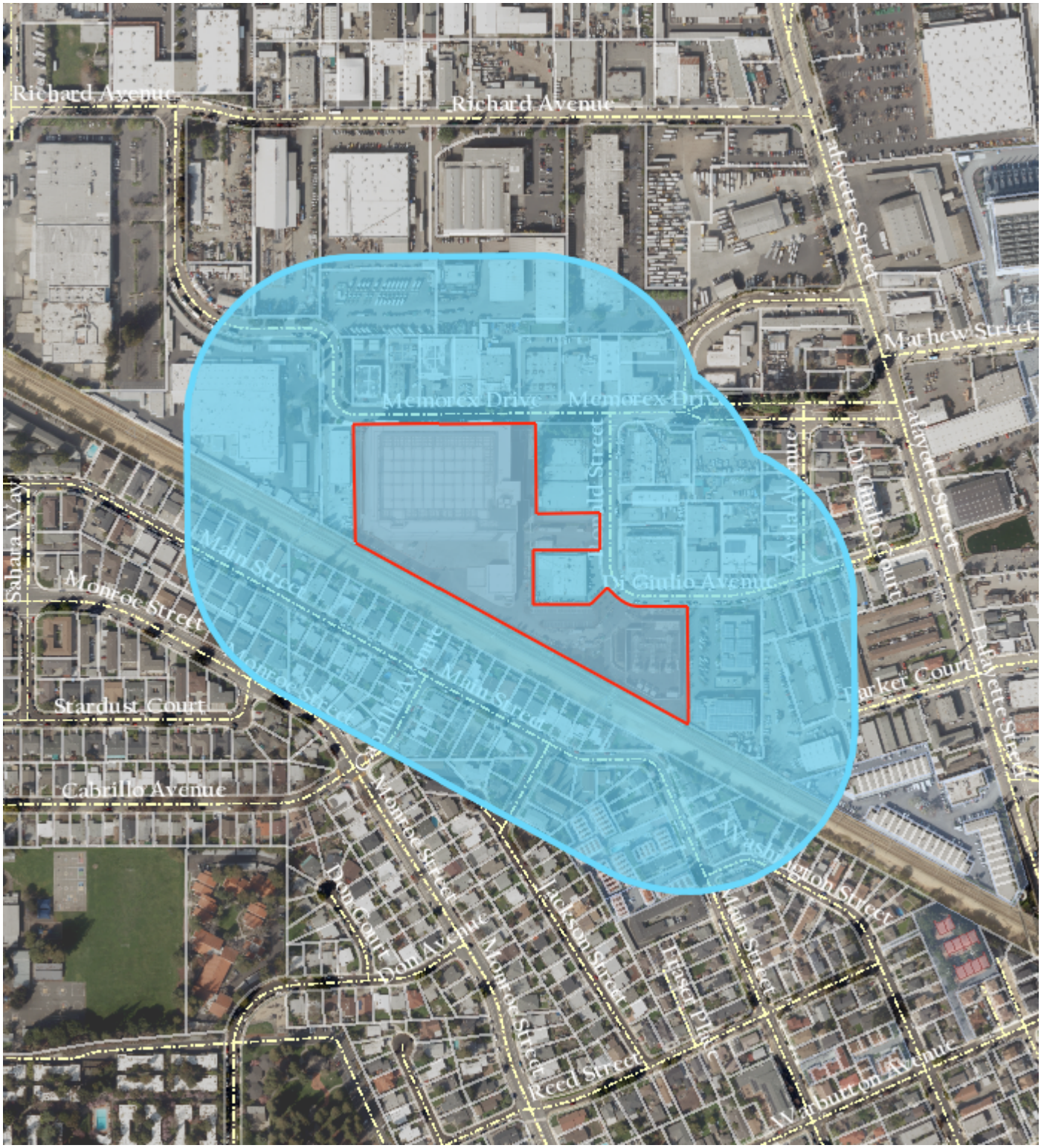
PC Meeting (2-19-2025):
Here you will find documents related to the Planning Commission meeting such as the staff report and attachments.
https://santaclara.legistar.com/LegislationDetail.aspx?ID=7139158&GUID=97118976-8D16-4B3F-A938-ACFDF2E5C880

These documents are available for viewing in the Community Development Department

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Nearby Parcels map for address:

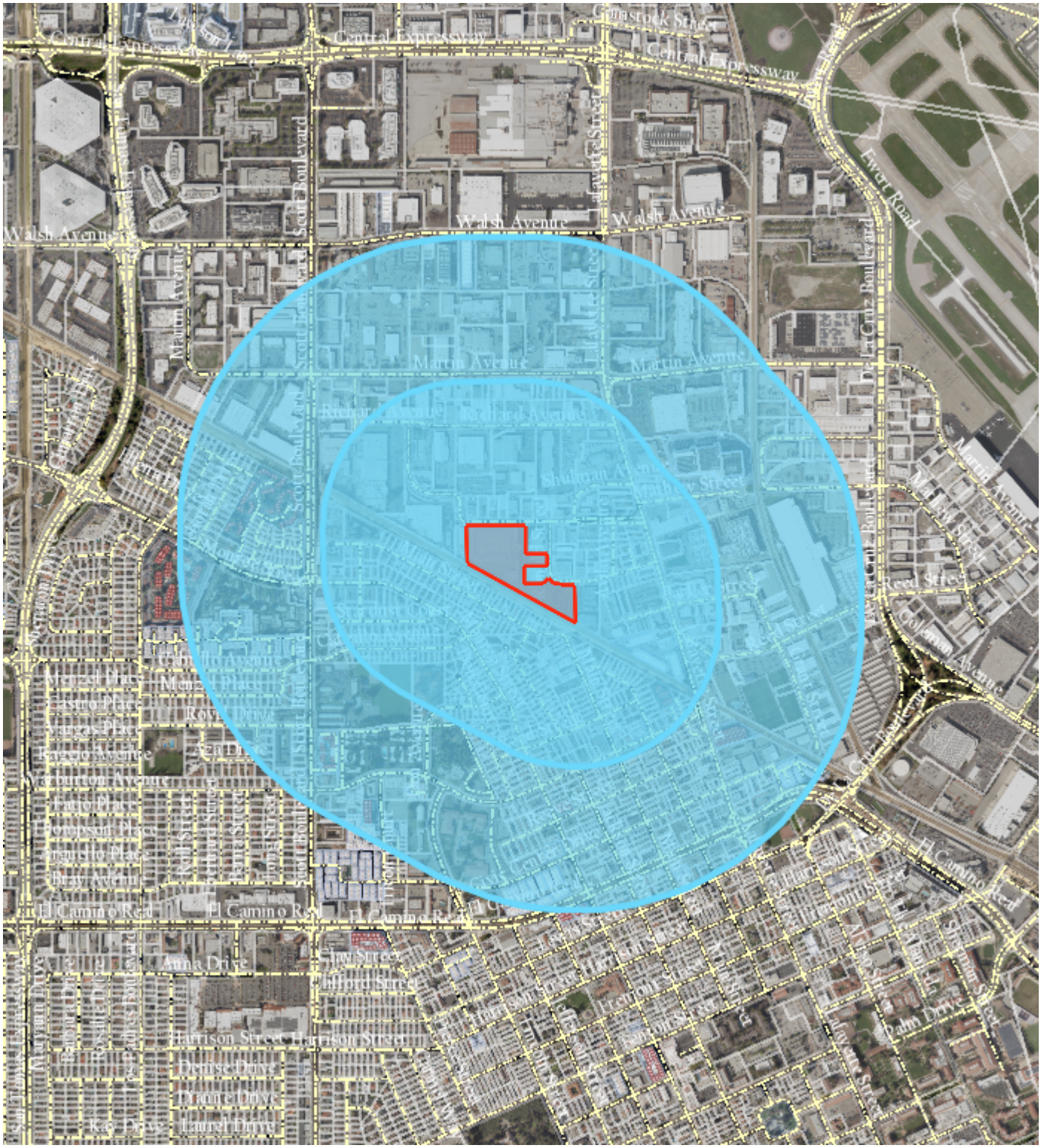
1100 Memorex Drive 500-foot Radius



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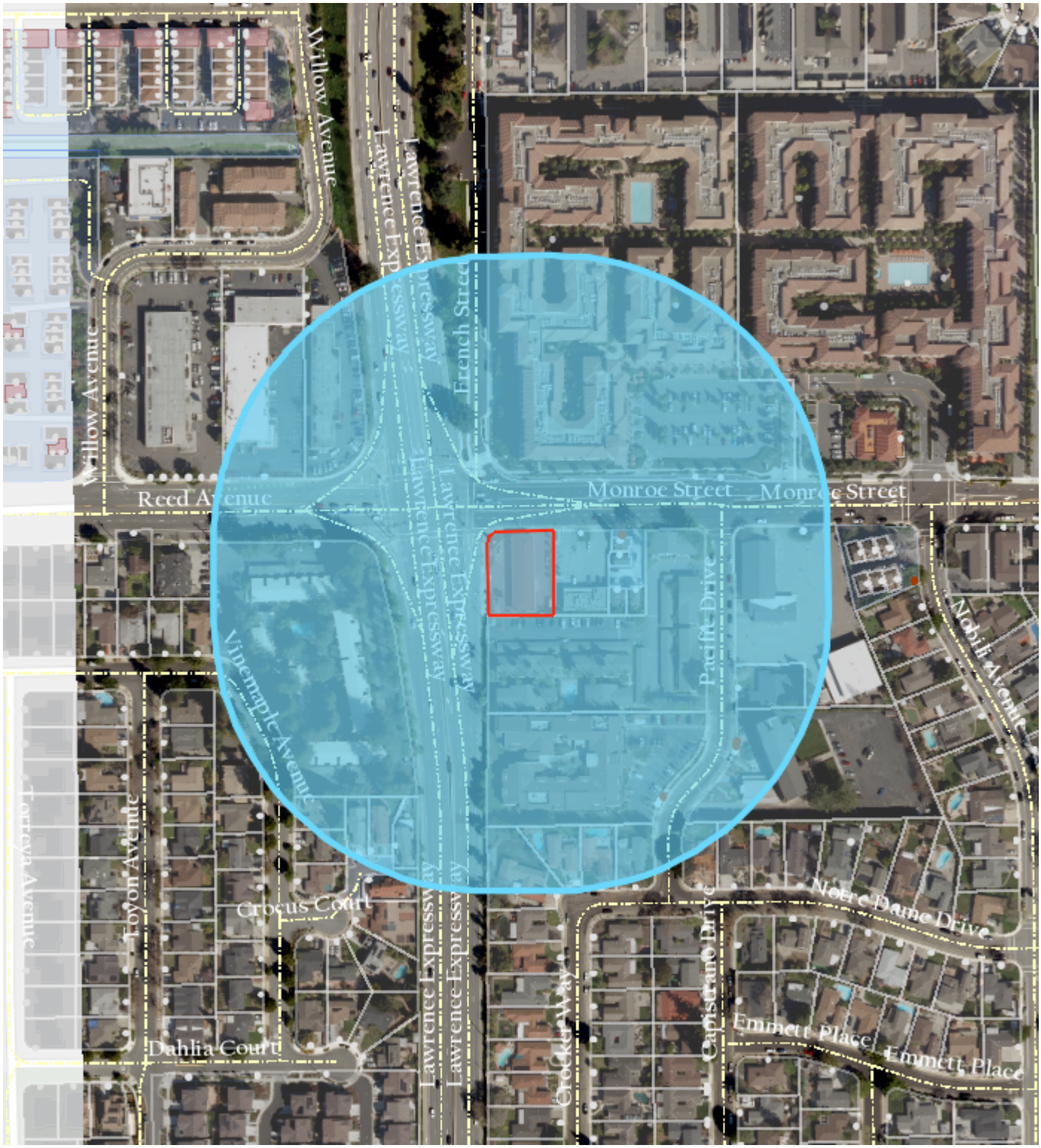
1100 Memorex Drive - 1/2-mile radius



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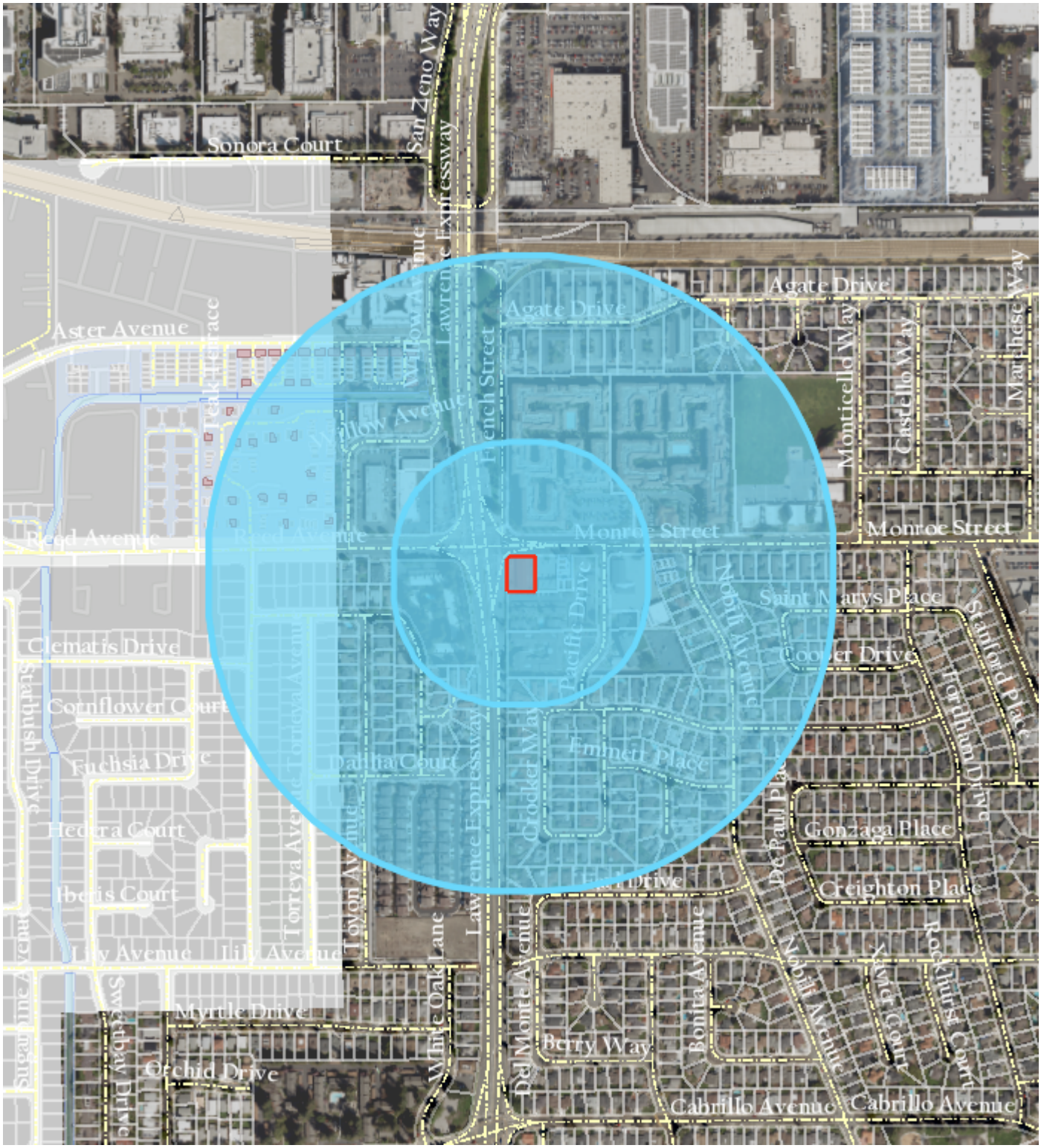
2455 Lawrence Expressway - 500-foot radius



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Nearby Parcels map for address:

2455 Lawrence Expressway - 1/4-mile radius



Catalyze SV Feedback Response

Catalyze SV provided feedback on the draft outreach policy prior to the Planning Commission meeting (included in the Commission meeting packet). The following is a general response to that feedback.

Catalyze SV and the City share a common interest in improving the City's outreach for Planning projects—which include private development applications, like conditional use permits; as well as City-sponsored projects, like new specific plans. It is our understanding that there are not many other cities in the area that have a public outreach policy for Planning applications, which reflects our innovation.

An aim of this policy is to measure how effectively the project sponsor integrates community feedback into the project's design based on the outreach. We are trying to establish a process where we can include informing, consulting, involving and where possible collaboration with stakeholders. Not every project scope is the same and every project has different levels of interest from the community. We are trying to create and maintain a balance between effective outreach and aligning with the State's goals and expectations on housing production. Regarding non-residential development, we can expect that there would be more interest in projects that are within the vicinity of residential properties. The draft policy includes flexibility that will allow the City to achieve these outreach goals. We are trying to match the outreach with what may be the expected interest in the project, some of which would not be known until a project is submitted and we conduct the early and initial outreach.

The policy categorizes projects into "small", "standard", "large" and "significant interest". Large and significant interest projects are similar and have the same requirements. There may be times when a small or standard project would be considered a significant interest project and subject to increased outreach.

Requiring childcare services, translation and food at every community meeting is not feasible, but we agree that, if necessary, then we should have those services available. This draft policy has flexibility built in to allow the Director to require additional outreach. We agree that creating a list of qualified outreach specialist would be beneficial for applicants as a resource.

We recognize that technology and outreach methods change over time and just because the policy does not specifically mention a technology or method does not mean that it cannot be used.