City of Santa Clara

Meeting Agenda

Joint Council and Authorities Concurrent & Stadium Authority Meeting

Tuesday, August 16, 2022 **3:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara will be conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution No. 22-9124, Councilmembers may teleconference from remote locations and the City continues to provide methods for the public to participate remotely:

- Via Zoom:
  - o **https://santaclaraca.zoom.us/j/99706759306**

    Meeting ID: 997-0675-9306 or

  - o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

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.

Closed Session - 3:00 PM | Regular Meeting - 7:00 PM

3:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Roll Call

1.A **22-1033** Conference with Legal Counsel-Existing Litigation (CC, SA)
Pursuant to Gov. Code § 54956.9(d)(1)
Forty Niners Stadium Management Company LLC, et al., v. City of Santa Clara, et al. Santa Clara County Superior Court Action No. 19CV355432; Forty Niners Stadium Management Company LLC, et al. v. Santa Clara Stadium Authority, et al., Santa Clara County Superior Court Action No. 17CV304903; and Forty Niners Stadium Management Company LLC v. Santa Clara Stadium Authority, JAMS Case No. 1110024318

1.B **22-967** Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Jacob Malae v. City of Santa Clara, et al., United States District Court, Northern District of California, Case Number 3:21-cv-1453

1.C **22-1009** Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
Number of potential cases: 1
Facts and Circumstances: Pursuant to Gov. Code § 54956.9(e)(1) - Not disclosed on agenda

1.D **22-1011** Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: City Manager's designee
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

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 JOINT COUNCIL/STADIUM AUTHORITY MEETING

**Open Session will begin at 7:00 PM or shortly thereafter.*

Call to Order

Call to Order in the Council Chambers (Open to the Public)

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A **22-828** Proclaim August 2022 as American Muslim Appreciation and Awareness Month

2.B **22-1045** Proclaim August 2022 as Transgender History Month

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 **22-389** Action on April 5, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting, April 19, 2022 Council Authorities Concurrent & Special Stadium Authority and Planning Commission Meeting, and April 28, 2022 Special City Council Meeting Minutes

Recommendation: Approve the Meeting Minutes of:
April 5, 2022 Council and Authorities Concurrent & Special Stadium Authority;
April 19, 2022 Council and Authorities Concurrent & Special Stadium Authority and Planning Commission Meeting; and
April 28, 2022 Special City Council Meeting

3.B **22-24** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Parks & Recreation Commission - June 21, 2022
Senior Advisory Commission - February 28, 2022
Senior Advisory Commission - June 27, 2022
Cultural Commission - June 6, 2022
Planning Commission - June 15, 2022
Board of Library Trustees - May 2, 2022

3.C **22-838** Action on Monthly Financial Status Report for May 2022 and Monthly Investment Reports for May 2022 and June 2022, and Approve the Related Budget Amendments

Recommendation: Note and file the Monthly Financial Status Report for May 2022, Monthly Investment Reports for May 2022 and June 2022 as presented and Approve the Related Budget Amendments.

3.D 22-918 Action on Award of Contract for the Mission Library Gazebo Project to Innovate Concrete and Related Budget Amendment

Recommendation:

1. Award the Public Works Contract for the Mission Library Gazebo Project to the lowest responsive and responsible bidder, Innovate Concrete, in the amount of $169,563 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project;
2. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $25,437, for a total not to exceed amount of $195,000; and
3. Approve the following FY 2022/23 budget amendment in the Parks and Recreation Capital Fund to increase the Mission Library Gazebo project appropriation by $41,194 (from $168,806 to $210,000) and decrease the Parks and Recreation Capital Fund Quimby Act fund balance by $41,194 **(five affirmative Council votes required for the use of unused balances)**.

3.E 22-1603 Action on an Agreement with Wonderware, Inc., doing business as CORE Business Technologies (CORE), for a Central Cashiering System

Recommendation:

1. Authorize the City Manager to execute an agreement with Wonderware, Inc., doing business as CORE Business Technologies, to provide software, hardware, and related professional services for a central cashiering system, with an initial term of five years starting on or around September 1, 2022 and ending on or around August 31, 2027, with maximum compensation not-to-exceed $516,816, subject to the appropriation of funds; and
2. Authorize the City Manager to amend the agreement to extend the term after the initial five-year term for as long as the system is being used by the City, subject to the appropriation of funds.

3.F **22-798** Action on Historic Preservation Agreement (Mills Act Contract) for 1356 Main Street

Recommendation: Authorize the City Manager to execute a Mills Act contract and adopt the Ten-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 1356 Main Street with applicants Brian Dawbin and Mary Ann Salyards; File No. PLN2021-15291.

3.G **22-889** Action on an Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services During Rehabilitation

Recommendation: Authorize the City Manager to execute an agreement with KYLE Groundwater, Inc. for well condition assessment and engineering services during rehabilitation starting on or around September 1, 2022 and ending on or around August 31, 2025, with maximum compensation not-to-exceed $1,007,880, subject to the appropriation of funds.

3.H **22-08** Action on an Agreement with Advanced Mobility Group for Design Professional Services for the Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project

Recommendation: 1. Approve and authorize the City Manager to execute an agreement for Design Professional Services with Advanced Mobility Group for the Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project in the amount not-to-exceed $136,818; and

2. Authorize the City Manager to make minor modifications to the agreement if needed and to extend the term.

3.I 22-163 Action on Software Services Agreement with Power Market Consulting Inc. for OASISLive Subscription Used for California Independent System Operator (CAISO) Congestion Revenue Rights (CRR) Market Participation with Options to Renew for up to Five Additional Years

Recommendation:

1. Authorize the City Manager to Execute a Software Services Agreement (Agreement) with Power Market Consulting Inc. for OASISLive subscription used for CRR and power market participation in an amount not to exceed $1,000,000 for the four-year initial period;
2. Authorize the City Manager to execute amendments to extend the term of the Agreement for up to five additional years with a total maximum compensation not to exceed $3,000,000; and
3. Authorize the City Manager to amend the Agreement to (a) add or delete services, licenses, subscriptions, and equipment; and (b) allow for future rate adjustments, subject to appropriation of funds.

3.J 22-816 Action on an Agreement with TT FASTER LLC, dba FASTER Asset Solutions, for a Fleet Management Information System

Recommendation:

1. Authorize the City Manager to execute an agreement with TT FASTER LLC, doing business as FASTER Asset Solutions, for a vendor-hosted fleet management information system, with an initial term of five years starting on or around September 1, 2022 and ending on or around August 31, 2027, with maximum compensation not-to-exceed $149,194;
2. Authorize the City Manager to execute amendments for any additional system modules not-to-exceed $50,000 and subject to the appropriation of funds; and
3. Authorize the City Manager to renew the agreement at the end of the five-year term for ongoing maintenance and support as long as the system is being used by the City and subject to the appropriation of funds.

3.K **22-968** Action on the Approval of a Municipal Law Enforcement Services Agreement with San Francisco Police Department (deferred from the July 12, 2022 City Council meeting)

Recommendation: Approve the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara, and San Francisco Police Department for support services associated with events at Levi's Stadium.

3.L **22-715** Action on Amendment No. 1 to the Agreement with WRECO for the Great America Parkway and Mission College Boulevard Intersection Improvements Project

Recommendation:
1. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with WRECO in the amount of $381,629 for Great America Parkway and Mission College Boulevard Intersection Improvements Project for a total Agreement not-to-exceed amount of $1,409,629; and
2. Authorize the City Manager to make minor modifications to the agreement if needed and to extend the term.

3.M **22-536** Action on a Resolution Ordering the Vacation of an Electric Easement and Wire Clearance Easement at 2690 Scott Boulevard

Recommendation:
1. Adopt a Resolution Ordering the Vacation of an Electric Easement and Wire Clearance Easement at 2690 Scott Boulevard [APN 224-10-131 (2021-22); SC 21-0014]; and
2. Authorize the recordation of the Resolution.

3.N 22-662 Action on Award of a Purchase Order to American Truck & Trailer Body Co. for Automated Valve Operators and Installation Services

Recommendation: 1. Authorize the City Manager to execute a Purchase Order with American Truck and Trailer Body Co. for the purchase and installation of three (3) automated valve operators, with a maximum compensation of $156,844 plus applicable taxes for a one-year term; and
2. Authorize the City Manager to execute change orders for a not-to-exceed contingency amount of $15,684 in the event any unforeseen changes arise, subject to the appropriation of funds.

3.O 22-900 Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 2610 El Camino Real from September 17, 2022 through December 24, 2022

Recommendation: Approve the request of a Special Permit to allow for seasonal Pumpkin Patch and Christmas Tree sales events at 2610 El Camino Real from September 17, 2022 through December 24, 2022, subject to conditions.

3.P 22-901 Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from October 1, 2022 through December 24, 2022

Recommendation: Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from October 1, 2022 through December 24, 2022, subject to conditions.

3.Q **22-561** Action to Authorize the City Manager to Negotiate, Execute, and Administer an Agreement with the City of San Jose for the Stevens Creek Boulevard Vision Study and Related Budget Amendment

Recommendation:
1. Authorize the City Manager to negotiate, execute, and administer an agreement with the City of San Jose for the Stevens Creek Boulevard Vision Study up to a total not-to-exceed amount of $100,296;
2. Authorize the City Manager to execute any and all documents necessary for or associated with the agreement, including payments to the City of San Jose; and
3. Approve the FY 2022/23 budget amendment in the Streets and Highways Capital Fund to establish an appropriation for a new project - Stevens Creek Boulevard Vision Study in the amount of $100,296, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by $100,296; **(majority affirmative Council votes required).**

3.R **22-765** Actions on a Resolution Adopting the Updated Sanitary Sewer Outlet Charge - Conveyance Fee Report and List of Improvements, and a Resolution Accepting the Amended AB1600 Report on Development Impact Fees for Fiscal Year Ended June 30, 2021

Recommendation:
1. Adopt a Resolution approving the updated Sanitary Sewer Outlet Charge - Conveyance Fee Report and List of Improvements; and
2. Adopt a Resolution accepting the Amended AB1600 Report on Development Impact Fees for fiscal year ended June 30, 2021.

3.S **22-834** Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency

Recommendation: Adopt a Resolution finding the existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

3.T **22-985** Action on a Resolution Authorizing the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

Recommendation: Determine the proposed actions are exempt from CEQA and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at Gianera Substation to Donald Von Raesfeld Power Plant.

3.U **22-817** Action on a Resolution Authorizing the Use of City Electric Forces at Various Locations

Recommendation: Determine the proposed actions are exempt from CEQA and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at 2400 Agnew Road, 3355 Thomas Road, 2175 Martin Avenue,1850 El Camino Real, 2235 Calle De Luna and 2232 Calle Del Mundo.

3.V **22-1047** Action to Waive Second Reading and Adopt Ordinance No. 2048 to establish objective subdivision, zoning, and design standards for SB 9 residential projects by amending Title 18 (Zoning) to create Chapter 18.13 (Two Unit Dwelling Residential Development and Urban Lot Splits)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2048 to establish objective subdivision, zoning, and design standards for SB 9 residential projects by amending Title 18 (Zoning) to create Chapter 18.13 (Two Unit Dwelling Residential Development).

3.W **22-1048** Action to Waive Second Reading and Adopt Ordinance No. 2049 amending Chapter 17.05 (Subdivisions) of Title 17 (Development) to revise the subdivision process for SB 9 developments.

Recommendation: Waive Second Reading and Adopt Ordinance No. 2049 to amend Chapter 17.05 (Subdivisions) of Title 17 (Development) to revise the subdivision process for SB 9 developments.

3.X **22-649** Note and File the 2022 Evaluation Report of the Hazard Mitigation Plan

Recommendation: Note and File the 2022 Evaluation Report of the Local Hazard Mitigation Plan.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

4. 22-850 Action on Stadium Authority Bills and Claims for the Month of May 2022

Recommendation: Approve the list of Stadium Authority Bills and Claims for May 2022.

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. 22-1022 Receive Silicon Valley Power Quarterly Report (Deferred from July 5, 2022)

Recommendation: Note and file the Silicon Valley Power Quarterly Update.

6. 22-1016 Consideration of Action on a Resolution to Remove Ron Patrick from the Planning Commission in Accordance with Council Policy 032; and to Appoint First Eligible Appointee Mario Bouza to the Planning Commission

Recommendation: Staff makes no recommendation.

WRITTEN PETITION (COUNCIL POLICY 030) REQUESTS SUBMITTED BY THE PUBLIC/COUNCIL

7. 22-870 Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss working with the Water District and any other agency with Jurisdiction to Widen the San Tomas Aquino Trail. The Discussion Should also include a Discussion of the Costs of a Study to Look at all the Opportunities for Widening the Trail and Associated Costs

Recommendation: Staff makes no recommendation.

8. **22-871** Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss Allocating up to $150K to create a Neighborhood Stadium Relations Committee using funds from the SCSA budget (not the City of Santa Clara's General Fund)

Recommendation: Staff makes no recommendation.

9. **22-872** Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss Potential Uses, Unfunded Repairs and Finances (Income and Expenses) of Operating and Maintaining the Morse Mansion

Recommendation: Staff makes no recommendation.

10. **22-981** Action on a Written Petition (Council Policy 030), Submitted by Kirk Vartan Requesting to Place an Agenda Item on a Future Council Meeting for Council to Review and Evaluate the Purchase of the Great America Theme Park

Recommendation: Staff makes no recommendation.

11. **22-982** Action on a Written Petition (Council Policy 030), Submitted by Thomas Calvello Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss an Admission Tax of 6% be added to the Ticket Price or other Charge that Attendees Pay to Enter Entertainment Venues or Events in Santa Clara

Recommendation: Staff makes no recommendation.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

22-1012 Tentative Meeting Agenda Calendar (TMAC) - Will be Published on August 25, 2022

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, August 30, 2022 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.

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.

22-1033 Agenda Date: 8/16/2022

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC, SA)
Pursuant to Gov. Code § 54956.9(d)(1)
Forty Niners Stadium Management Company LLC, et al., v. City of Santa Clara, et al. Santa Clara County Superior Court Action No. 19CV355432; Forty Niners Stadium Management Company LLC, et al. v. Santa Clara Stadium Authority, et al., Santa Clara County Superior Court Action No. 17CV304903; and Forty Niners Stadium Management Company LLC v. Santa Clara Stadium Authority, JAMS Case No. 1110024318

22-967 Agenda Date: 8/16/2022

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Jacob Malae v. City of Santa Clara, et al., United States District Court, Northern District of California, Case Number 3:21-cv-1453

22-1009 Agenda Date: 8/16/2022

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
Number of potential cases: 1
Facts and Circumstances: Pursuant to Gov. Code § 54956.9(e)(1) - Not disclosed on agenda

22-1011 Agenda Date: 8/16/2022

SUBJECT

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: City Manager's designee
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

22-828 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Proclaim August 2022 as American Muslim Appreciation and Awareness Month

BACKGROUND
American Muslim Appreciation and Awareness Month is celebrated each August to honor American Muslims for their social, cultural, and economic contributions. The Bay Area has one of the largest Muslim populations in the United States with more than 250,000 Muslims and over 100 diverse mosques, religious centers, and community institutions. American Muslims continue to make rich contributions to the social, cultural, and economic vibrancy of the Bay Area including Santa Clara.

To cultivate an amiable cultural climate for all residents, the City of Santa Clara embraces the diversity of our communities and afford everyone the opportunity to better understand, recognize, and appreciate the rich history of American Muslims. The City of Santa Clara recognizes American Muslim Appreciation and Awareness Month to affirm the City's continued support and to stand in solidarity with the Muslim community to stand against anti-Muslim rhetoric and violence towards American Muslims.

DISCUSSION
The City of Santa Clara will officially proclaim August 2022 as American Muslim Appreciation and Awareness Month to acknowledge and promote awareness of the invaluable contributions of American Muslims.

ENVIRONMENTAL REVIEW
This is an informational 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 other than staff time for preparing this report.

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.

Reviewed by: Martha Martinez, Acting Executive Assistant

Approved by: Rajeev Batra, City Manager

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22-1045 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Proclaim August 2022 as Transgender History Month

BACKGROUND
The City and County of San Francisco declared the first Transgender History Month in August 2021 to honor the 55th anniversary of the Compton's Cafeteria Riots, which occurred in August 1966 in San Francisco's Tenderloin neighborhood, marking the beginning of transgender activism. This incident was one of the first LGBTQ uprisings in United States history, preceding the better known 1969 Stonewall riots in New York City.

The City of Santa Clara joins the efforts as part of the Bay Area region to support, acknowledge and advocate for the Transgender community. The City of Santa Clara continues to promote the rights of transgender people to eliminate discrimination and violence faced by the LGBTQ+ communities.

On November 13, 2012, the City of Santa Clara adopted Ordinance No. 1899 to protect and safeguard the right and opportunity of all persons to be free from all forms of arbitrary discrimination, including discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, gender, gender identity, and sexual orientation.

DISCUSSION
The City of Santa Clara will officially declare August 2022 as Transgender History Month, to continue to shed more visibility on transgender advocacy from the past, present, and future.

ENVIRONMENTAL REVIEW
This is an informational 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 other than staff time for preparing this report.

PUBLIC CONTACT
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Reviewed by: Martha Martinez, Acting Executive Assistant
Approved by: Rajeev Batra, City Manager

22-389 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on April 5, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting, April 19, 2022 Council Authorities Concurrent & Special Stadium Authority and Planning Commission Meeting, and April 28, 2022 Special City Council Meeting Minutes

COUNCIL PILLAR
Enhance Community Engagement & Transparency

RECOMMENDATION
Approve the Meeting Minutes of:
April 5, 2022 Council and Authorities Concurrent & Special Stadium Authority;
April 19, 2022 Council and Authorities Concurrent & Special Stadium Authority and Planning Commission Meeting; and
April 28, 2022 Special City Council Meeting

City of Santa Clara

Draft

Meeting Minutes

Council and Authorities Concurrent Meeting

Call and Notice of Special Meeting

Santa Clara Stadium Authority

04/05/2022	**4:00 PM**	**Virtual Meeting** **4:00 PM Closed Session** **6:00 PM Study Session** **7:00 PM Open Session**

Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution 22-9058, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306

    Meeting ID: 997-0675-9306 or

  o Phone: 1(669) 900-6833
• Via the City's eComment (now available during the 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 Chair calls for a Special Meeting of the Santa Clara Stadium Authority Board to commence and convene on April 5, 2022, at 4:00 PM for a Special Meeting held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM CLOSED SESSION

Call to Order

Mayor/Chair Gillmor called the meeting to order at 4:01 PM.

Roll Call

Present: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Vice Mayor/Chair Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

1.A 22-483 Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)
Title: Interim City Attorney

1.B 22-495 Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)
Title: City Attorney

1.C 22-428 Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(a) - Exposure to litigation
Number of potential cases: 1
(Facts and Circumstances)
City as potential defendant: Demand letter from the Law Offices of Randal M. Barnum, representing Andrea Jordan, dated February 1, 2022.

1.D 22-463 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: City Manager's designee
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

Public Comment

None.

Convene to Closed Session

Council/Board convened to Closed Session at 4:02 PM.

6:00 PM STUDY SESSION

Call to Order

Mayor/Chair Gillmor called the Study Session to order at 6:01 PM.

2. 22-105 Study Session on the Fiscal Year 2022/23 Municipal Fee Schedule and Parks & Recreation Cost Recovery Policy

Recommendation: 1. Review and provide input on the Proposed Fiscal Year 2022/23 Municipal Fee Schedule; and
2. Review and provide input on the proposed Parks & Recreation Cost Recovery Policy.

Director of Finance Lee made some opening remarks and introduced **Terry Madsen (Clearsource Financial).**

Terry Madsen gave a Powerpoint presentation.

Council comments and questions followed.

Director of Finance Lee and **Terry Madsen** addressed **Council** questions and comments.

Public Speaker(s): Charlotte
Dennis Martinu
Jonathan Evans

Director of Finance Lee, **Terry Madsen**, **Battalion Chief/Fire Marshall Tomlin**, **Director of Community Development Crabtree** and **Director of Parks & Recreation Teixeira** addressed **Council** and public questions and comments.

Council comments and questions followed.

Director of Water & Sewer Utilities Welling addressed **Council** questions.

7:00 PM COUNCIL REGULAR AND SPECIAL STADIUM AUTHORITY MEETING

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Chahal recited the Statement of Values.

Assistant City Clerk Pimentel recited the AB 23 Announcement and Statement of Behavioral Standards.

Assistant City Clerk Pimentel also noted that registered Lobbyist must identify themselves and whom they represent when speaking during a public meeting.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Chief Assistant City Attorney Reuter noted that there was no reportable action from Closed Session items 1.C and 1.D.

Mayor Gillmor noted that there was no reportable action from Closed Session items 1.A and 1.B.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Councilmember Becker requested three written petitions (Items 9, 13, 14, & 15) to be heard after Public Presentations.

SPECIAL ORDER OF BUSINESS

3.A 22-280 Recognition of Santa Clara students for their participation in Santa Clara Valley Science and Engineering Fair Association's Synopsys Science and Technology Championship

Mayor Gillmor recognized the Santa Clara students for their participation in Santa Clara Valley Science and Engineering Fair Association's Synopses Science and Technology Championship.

Forrest Williams (Santa Clara Valley Science & Engineering Fair Association Board of Directors member) gave a brief presentation and recognized all the students.

3.B 22-429 Presentation by Santa Clara Relay for Life

Mayor Gillmor introduced **Jonathan Oh (Volunteer member of the Event Leadership Team)** and **Liliana Camarena, (American Cancer Society)** who gave a Powerpoint presentation on Relay for Life.

Council comments and questions followed.

Jonathan Oh addressed **Council** questions.

3.C 22-365 Verbal Report from the Chief Emergency Services Officer regarding COVID-19 Pandemic

Chief Emergency Services Officer Schoenthal provided a Powerpoint presentation on COVID-19 Pandemic:
- March 24, 2022 CDC has categorized low for COVID-19 cases for Santa Clara County;
- 18 COVID-19 patients for hospitalization;
- April 19, 2022 City of Santa Clara will transition back to in-person meetings for Council and Authorities Concurrent, Stadium Authority, and Planning Commission meetings;
- City staff is reviewing options for Board and Commission meetings returning back to in-person;
- City's Emergency Rental Assistance Program has ended;
- Library hours are beginning to expand for more open hours;
- Library continues to have in-person, virtual, and hybrid programming;
- 90.6% residents 5 or older have completed COVID-19 vaccinations; and
- Free COVID-19 Testing continues at Central Park Library.

3.D 22-366 Verbal Report Update from Chief Emergency Services Officer Regarding the Local Drought Emergency

Chief Emergency Services Officer Schoenthal provided a verbal report update on the Local Drought Emergency.

Council comments followed.

CONSENT CALENDAR

A motion was made by Vice Mayor/Chair Jain, seconded by Council/ Boardmember Chahal, to approve the Consent Calendar.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/ Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

4.A 22-472 Action on January 11, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting and January 25, 2022 Joint Council & Authorities Concurrent, Stadium Authority, and Special Planning Commission Meeting Minutes

Recommendation: Approve the January 11, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting and January 25, 2022 Joint Council & Authorities Concurrent, Stadium Authority, and Special Planning Commission Meeting Minutes.

Vice Mayor Jain noted error in minutes was corrected by staff.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.B 22-16 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Parks & Recreation Commission - February 15, 2022
Board of Library Trustees - February 7, 2022
Planning Commission - February 16, 2022
Bicycle and Pedestrian Advisory Committee - January 24, 2022

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.C 22-363 Action on Bills and Claims Report (CC, SCSA, SOSA) for the period January 29, 2022 - March 4, 2022

Recommendation: Approve the list of Bills and Claims for January 29, 2022 - March 4, 2022.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.D 22-114 Action on Award of Purchase Order to Valley Power Systems North, Inc. for Stationary Generator Services

Recommendation:
1. Authorize the Office of the City Manager to execute a Purchase Order with Valley Power Systems North, Inc. for stationary generator services for an initial one-year term beginning on July 1, 2022 and ending on June 30, 2023 with maximum compensation not-to-exceed $153,835; and
2. Authorize the Office of the City Manager to exercise up to four one-year options to extend the term of the Purchase Order after the initial term, ending on June 30, 2027 assuming all options are exercised and subject to appropriation of funds.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.E 22-116 Action on Award of Purchase Order to MT Tire Service, LLC for Tire Maintenance and Repair Services

Recommendation:

1. Authorize the City Manager's Office to execute a purchase order with MT Tire Service, LLC for tire maintenance and repair services for an initial one-year term with maximum compensation not-to-exceed $115,267 (including a contingency of $10,487); and
2. Authorize the City Manager's Office to exercise up to four one-year options to extend the term of the purchase order, subject to the appropriation of funds.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.F 22-193 Action on an Agreement with the Santa Clara Valley Transportation Authority for the 2010 Measure B Vehicle Registration Fee Countywide Program for the Multi-jurisdictional Transportation Technology Project and Related Budget Amendment

Recommendation:

1. Approve and authorize the City Manager's Office to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority for the 2010 Measure B Vehicle Registration Fee Countywide Program for the Multi-jurisdictional Transportation Technology Project;
2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the* ***affirmative votes of at least five members*** *so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,"* approve the FY 2021/22 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $135,000 to recognize grant funding for the VTA VRF grant funds and establish an appropriation for the Multi-jurisdictional Transportation Technology Project the amount of $135,000; **(five affirmative Council votes required to appropriate additional revenue)**; and
3. Authorize the City Manager's Office to make minor modifications to the Agreement, if needed, within the approved cost of the project.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.G 22-186 Action to Authorize the Office of the City Manager or Designee to Negotiate, Execute, and Administer an Agreement with the City of San Jose for the Stevens Creek Boulevard and Winchester Boulevard Pavement Resurfacing Project

Recommendation:

1. Authorize the Office of the City Manager or designee to negotiate, execute, and administer an agreement with the City of San Jose for the Stevens Creek Boulevard and Winchester Boulevard Pavement Resurfacing Project up to a total not-to-exceed amount of $6,100,000, subject to annual appropriation of funds;
2. Authorize the Office of the City Manager or designee to execute any and all documents necessary for or associated with the agreement, including payments to San Jose; and
3. Authorize the Office of the City Manager or designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the construction of the project.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to approve staff recommendation.

4.H 22-268 Action on a Resolution Authorizing the Use of City Electric Forces at Various Locations and Related Budget Amendments

Recommendation: 1. Adopt a Resolution authorizing the use of City Electric Forces at 2055 Lafayette Street, 601 El Camino Real, 555 Los Padres Boulevard, 3360 Cabrillo Avenue, Pruneridge Avenue, Hillsdale Avenue, Carlysle Avenue, Lawrence Expressway near Homestead Road and adjacent to Kaiser Hospital, Palm Substation to Lick Mill Boulevard at Tasman Drive, 641 Walsh Avenue, 983 Wood Duck Court, 1988 Bellomy Street, 1889 Lawrence Road, Serra Substation, 5046 Calle de Escuela, 1200 Memorex Drive, 90 N Winchester Avenue, 2760 Homestead Road, 1705 Martin Avenue, 124 Brookside Avenue, 3035 El Camino Real, 3587 Notre Dame, 2335 Calle de Mundo, 2300 Calle de Luna, 4355 Stevens Creek Boulevard, 2175 Martin Avenue, 2600 De La Cruz, 3084 El Camino Real, 1405 Richard Avenue, 1515 Richard Avenue, 1075 Pomeroy Avenue, and 3102 Kifer Road; and

2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the* ***affirmative votes of at least five members*** *so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget*," approve the following FY 2021/22 budget amendments:
   A. In the Electric Utility Fund, decrease the Electric Utility Department Salaries and Benefits budget by $3,000,000 and increase the transfer to the Electric Capital Fund by $3,000,000 **(majority affirmative Council votes required)**; and
   B. In the Electric Capital Fund, recognize a transfer from the Electric Utility Fund in the amount of $3,000,000 and increase the New Business Estimate Work project appropriation by $3,000,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Resolution No. 22-9065 authorizing the use of City Electric Forces at 2055 Lafayette Street, 601 El Camino Real, 555 Los Padres Boulevard, 3360 Cabrillo Avenue, Pruneridge Avenue, Hillsdale Avenue, Carlysle Avenue, Lawrence Expressway near Homestead Road and adjacent to Kaiser Hospital, Palm Substation to Lick Mill Boulevard at Tasman Drive, 641 Walsh Avenue, 983 Wood Duck Court, 1988 Bellomy Street, 1889 Lawrence Road, Serra Substation, 5046 Calle de Escuela, 1200 Memorex Drive, 90 N Winchester Avenue, 2760 Homestead Road, 1705 Martin Avenue, 124 Brookside Avenue, 3035 El Camino Real, 3587 Notre Dame, 2335 Calle de Mundo, 2300 Calle

de Luna, 4355 Stevens Creek Boulevard, 2175 Martin Avenue, 2600 De La Cruz, 3084 El Camino Real, 1405 Richard Avenue, 1515 Richard Avenue, 1075 Pomeroy Avenue, and 3102 Kifer Road; and approve staff recommendation.

4.I 22-110 Action on a Resolution Retroactively Authorizing the Use of City Electric Forces at Various Locations

Recommendation: Adopt a Resolution authorizing the use of City Electric Forces at: 801 Martin Avenue, 3305 Kifer Road, 5353 Betsy Ross Road, Fairview Substation, 2961 Corvin Drive, north side of Eisenhower Drive east of Lafayette Street, 2200 Lawson Lane, 1500 Warburton Avenue, 1715 Martin Avenue, 1700 Walsh Avenue, 2811-2841 Mission College Boulevard, 2566 Scott Boulevard, 3150 Central Expressway, 641 Walsh Avenue, 1111 Comstock Street, 2905 Stender Way, 2904 Corvin Drive, 1889 Lawrence Road, 2382 Warburton Avenue, 3625 Peterson Way, 1595 Lafayette Street, 2300 Calle De Luna, and 3045 Stender Way.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Resolution No. 22-9066 authorizing the use of City Electric Forces at: 801 Martin Avenue, 3305 Kifer Road, 5353 Betsy Ross Road, Fairview Substation, 2961 Corvin Drive, north side of Eisenhower Drive east of Lafayette Street, 2200 Lawson Lane, 1500 Warburton Avenue, 1715 Martin Avenue, 1700 Walsh Avenue, 2811-2841 Mission College Boulevard, 2566 Scott Boulevard, 3150 Central Expressway, 641 Walsh Avenue, 1111 Comstock Street, 2905 Stender Way, 2904 Corvin Drive, 1889 Lawrence Road, 2382 Warburton Avenue, 3625 Peterson Way, 1595 Lafayette Street, 2300 Calle De Luna, and 3045 Stender Way.

4.J 22-455 Action to Waive Second Reading and Adopt Ordinance No. 2043 of the City of Santa Clara, California, Defining the Composition of the Membership of the Bicycle and Pedestrian Advisory Committee and the Scope of the Bicycle and Pedestrian Advisory Committee's Jurisdiction, Adding a New Section 2.120.170 ("Bicycle and Pedestrian Advisory Committee") and Amending Section 2.120.010 (Names, Membership, Qualifications, and Terms of Office") of Chapter 2.120 ("Boards and Commissions") of Title 2 ("Administration and Personnel") of the Santa Clara City Code

Recommendation: 1. Waive Second Reading and Adopt Ordinance No. 2043 of the City of Santa Clara, California, Defining the Composition of the Membership of the Bicycle and Pedestrian Advisory Committee and the Scope of the Bicycle and Pedestrian Advisory Committee's Jurisdiction, Adding a New Section 2.120.170 ("Bicycle and Pedestrian Advisory Committee") and Amending Section 2.120.010 (Names, Membership, Qualifications, and Terms of Office") of Chapter 2.120 ("Boards and Commissions") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California."

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Ordinance No. 2043 of the City of Santa Clara, California, Defining the Composition of the Membership of the Bicycle and Pedestrian Advisory Committee and the Scope of the Bicycle and Pedestrian Advisory Committee's Jurisdiction, Adding a New Section 2.120.170 ("Bicycle and Pedestrian Advisory Committee") and Amending Section 2.120.010 (Names, Membership, Qualifications, and Terms of Office") of Chapter 2.120 ("Boards and Commissions") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California."

4.K 22-453 Action to Waive Second Reading and Adopt Ordinance No. 2044 Adopting the New Council District Map

Recommendation: Waive second reading and adopt Ordinance No. 2044 adopting a new City Council District Map describing the district boundaries for the City of Santa Clara's by-district elections.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Ordinance No. 2044 adopting a new City Council District Map describing the district boundaries for the City of Santa Clara's by-district elections.

4.L 22-458 Action to Waive Second Reading and Adopt Ordinance No. 2046 Amending Chapter 17.15 “Property Developments” of Title 17 “Development” of the Santa Clara City Code to Add Section 17.15.360 “Patrick Henry Drive Infrastructure Improvement Fee”

Recommendation: Waive Second Reading and Adopt Ordinance No. 2046 Amending Chapter 17.15 “Property Development” of Title 17 “Development” of the Santa Clara City Code to Add Section 17.15.360 “Patrick Henry Drive Infrastructure Improvement Fee”.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Ordinance No. 2046 Amending Chapter 17.15 “Property Development” of Title 17 “Development” of the Santa Clara City Code to Add Section 17.15.360 “ Patrick Henry Drive Infrastructure Improvement Fee”.

4.M 22-482 Action to Waive Second Reading and Adopt Ordinance No. 2045 to Add a New Chapter 18.27 to the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Area Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area

Recommendation: Waive Second Reading and Adopt Ordinance No. 2045 amending the Zoning Code to create a new Chapter 18.27 of the Zoning Code, regulations for the Patrick Henry Drive Area (PHD) Zoning Districts, including development standards, allowed uses and parking requirements for the following zoning districts: PH-R5-100D - Very High Density Residential, VR-149D - Village Residential, UV-149D - Urban Village, UC-250D - Urban Center, and HD Flex - High Density Flex, and rezoning the Project Site using the new districts as indicated in the Patrick Henry Drive zoning map, incorporating affordable housing language as follows: 15% affordable units split equally between three affordability levels of 50%, 80%, and 120% AMI.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Ordinance No. 2045 amending the Zoning Code to create a new Chapter 18.27 of the Zoning Code, regulations for the Patrick Henry Drive Area (PHD) Zoning Districts, including development standards, allowed uses and parking requirements for the following zoning districts: PH-R5-100D - Very High Density Residential, VR-149D - Village Residential, UV-149D - Urban Village, UC-250D - Urban Center, and HD Flex - High Density Flex, and rezoning the Project Site using the new districts as indicated in the Patrick Henry Drive zoning map, incorporating affordable housing language as follows: 15% affordable units split equally between three affordability levels of 50%, 80%, and 120% AMI.

4.N 22-438 Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency

Recommendation: Adopt a Resolution finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to adopt Resolution No. 22-9067 finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

5.A 22-173 Note and File an Informational Report on Stadium Authority Contracts for Fiscal Year 2021/22 per Santa Clara City Code Chapter 17.30 Stadium Authority Procurement Policy

Recommendation: Note and file the Informational Report on Stadium Authority contracts for Fiscal Year 2021/22.

A motion was made by Vice Chair Jain, seconded by Boardmember Chahal, to approve staff recommendation.

PUBLIC PRESENTATIONS

Macias Family requested to reopen the BMX track and expressed the comments regarding the values the track provides.

Teresa Perez expressed comments regarding BMX track and requests to reopen the track.

Jess expressed comments regarding Nick Valencia and staff at the BMX track and requested to reopen the track.

Dlistrok expressed comments her children placing during a BMX event and the community at the BMX track.

Jason Perkins requested Council to work with Santa Clara PAL to reopen BMX track and help get it sanctioned.

Ashley Fitzgerald expressed comments of concern regarding the closure of BMX track.

Tammy MacDonald expressed comments of concern regarding the closure of BMX track.

Cass Thompson expressed comments of concern regarding PAL Board and in support of the BMX program.

Lily #SaveSCPalBMX expressed comments of the importance of the BMX track and how supportive the track team provides to the riders.

Sphrese expressed comments regarding reopening the BMX track with USA BMX sanction and the community built around the track.

Daemon Head requested the BMX track be reopened and cherishes the training received from the track staff.

Lou and Rosie Jupp expressed comments regarding the staff at the BMX track and how the sport has impacted girl participants.

Sebastian requested to reopen the BMX track and the staff is encouraging to the participants and the site is affordable.

Anne Feng requested the BMX track be reopened and expressed comments on how there is such a great community around the track.

Vivaan expressed comments regarding the BMX staff support and requests the BMX track be reopened.

Nick Valencia expressed comments regarding the growing ridership at the BMX track and the commitment of the track staff.

Greg expressed comments of concern regarding the BMX track operations.

Mia expressed comments requesting to reopen the BMX track.

Marisol expressed comments regarding the impact the BMX track has on her family and requesting to reopen the track.

Kara Mitchell expressed comments regarding the impact the BMX track has on her family and requesting to reopen the track.

Jessie expressed comments requesting to reopen the BMX track.

Tina Marron expressed comments regarding the impact the BMX track had on her family during the pandemic.

Sophia expressed comments on why the BMX track needs to reopen as a USA BMX sanctioned track.

Rachel expressed comments of concern regarding the BMX track operations.

Melanie Harris expressed comments regarding the impact the BMX track has on her family and requesting to reopen the track.

Chris Barresi expressed comments regarding the impact the BMX track has on her family and requesting to reopen the track.

Brian Darby expressed comments requesting to reopen the BMX track.

Charlotte Weres expressed comments of concern regarding the pace of trees being removed in the City of Santa Clara.

April Smith (eComment) expressed comments requesting to reopen the BMX track.

Cesar Verceluz (eComment) expressed comments requesting to reopen the BMX track.

Christopher Barresi (eComment) expressed comments requesting to reopen the BMX track.

Richard Yang (eComment) expressed comments regarding the impact the BMX track had on her family during the pandemic.

Nisha Thomas (eComment) expressed comments on why the BMX track needs to reopen as a USA BMX sanctioned track.

Jody Rossi (eComment) expressed comments requesting to reopen the BMX track.

Council comments followed.

22-516 Public Presentations Post Meeting Material and eComment

Mayor Gillmor called for a recess at 9:04 PM and reconvened the meeting at 9:15 PM.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS

9. 22-109 Action on Written Petition Regarding Responsibility of a Sound Wall Adjacent to Pruneridge Avenue in the Laurel Park East Neighborhood

Recommendation: Alternative : 1. Close the petition and take no further action which upholds the terms of the Property Development Agreement for Tract 5766 requiring the property owners to bear all costs and expense for the maintenance, repair and/or replacement of the portion of the sound wall that is located on private property.

Mayor Gillmor recused herself from this item at 9:16 PM due to a potential conflict of interest as she owns property near this item.

Vice Mayor Jain presided over this item.

Director of Public Works Mobeck gave a Powerpoint presentation.

Written Petitioner Jared Peters (Cindy Wyland, Minnie Croad, Steve, Charlie Shan, and Susan Peters)conceded their time to Jared Peters) gave a Powerpoint presentation on the Pruneridge Avenue sound wall.

Council comments and questions followed.

Director of Public Works Mobeck, **Assistant City Manager Pineda**, and **Chief Assistant City Attorney Reuter** addressed **Council** questions.

A motion was made by **Councilmember Watanabe**, seconded by **Councilmember Becker**, to refer this item to the Public Works Department to work with the community to come up with a solution including considering financial assistance.

Councilmember Chahal requested a friendly amendment to include that this item return to **Council** in Closed Session and resident to propose a cost-sharing agreement on a wooden wall.

Councilmember Watanabe did not accept the friendly amendment.

Director of Public Works Mobeck and **Assistant City Manager Pineda** addressed **Council** comments.

Council comments followed.

A motion was made by Councilmember Watanabe, seconded by Councilmember Becker, to refer this item to the Public Works

Department to work with Written Petitioner Jared Peters to come up with a solution, review option for a source for financial assistance, and return to Council at a future meeting with this information.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, and Councilmember Becker

Abstained: 1 - Mayor Gillmor

WRITTEN PETITION (COUNCIL POLICY 030) REQUESTS SUBMITTED BY THE PUBLIC/COUNCIL

13. 22-436 Action on a Written Petition (Council Policy 030) Submitted by Joseph Goschy Requesting to Place an Agenda Item at a Future Council Meeting to Discuss Appealing a Building Violation (CRN 2020-00310) at 220 Tyler Avenue

Recommendation: Staff makes no recommendation.

Mayor Gillmor returned to the meeting and presided over the remainder of the meeting.

Written Petitioner Joseph Goschy gave a verbal report on his written petition regarding appealing a Building Violation (CRN 2020-00310) at 220 Tyler Avenue.

Councilmember Becker noted that he met with **Joseph Goschy**.

Chief Assistant City Attorney Reuter addressed **Council** comments.

A motion was made by Councilmember Becker, seconded by Councilmember Chahal, to agendize the written petition to a future Council meeting.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

14. 22-448 Action on a Council Written Request (Council Policy 030) Submitted by Councilmember Becker Requesting to Place an Agenda Item at a Future Council Meeting Proposing to Invite all Members of the Santa Clara Commissions/Committees/Task Forces to the Rescheduled 2022 Priority Setting Session to Provide Input on their Priorities for the Year

Recommendation: Staff makes no recommendation.

Councilmember Becker gave a verbal report on his Written Petition to invite all Members of the Santa Clara Commissions/Committees/Task Forces to the rescheduled 2022 Priority Setting Session to provide input on their Priorities for the Year.

Assistant City Manager Nader noted that staff can invite the Board, Commissions, Task Forces and Committees to the rescheduled Council Priority Setting Session.

By **Council** consensus, direct staff to invite the Board, Commissions, Task Forces and Committees to the rescheduled Council Priority Setting Session.

Council comments followed.

15. 22-447 Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss how to change the noticing policy so as to reach more people

Recommendation: Staff makes no recommendation.

Vice Mayor Jain gave a verbal report on his Written Petition to discuss how to change the noticing policy to reach more people.

Public Speaker(s): Rocio Molina

A motion was made by Vice Mayor Jain, seconded by Councilmember Chahal, to agendize the written petition to a future Council meeting.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

6. 22-139 Public Hearing: FY21/22 Annual Action Plan Substantial Amendment and FY22/23 DRAFT Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds

Recommendation: 1. Approve the 2021-2022 Annual Action Plan Substantial Amendment and direct staff to incorporate all public comment into the final version to be submitted to HUD on or before May 10, 2022; and
2. Approve the 2022-2023 DRAFT Annual Action Plan, and direct staff to incorporate all public comment into the final version to be presented to council on May 10, 2022.

Director of Community Development Crabtree introduced new **Housing & Community Services Division Manager Adam Marcus.**

Housing & Community Services Division Manager Marcus who gave a Powerpoint presentation on the Substantial amendment 2022-2023 Annual Action Plan for the use of Housing and Urban Development (HUD) Grant Funds.

Council comments and questions followed.

Housing Development Officer Calleja addressed **Council** questions.

Public Speaker(s): Michele Schroeder
Pilar Furlong
Sylvia Abboud
Ann Peterson (E-Mail)
Deanne Evertone (E-Mail)
Sheri Burns (E-Mail)
Jordan Dancer (E-Mail)

A motion was made by Councilmember Watanabe, seconded by Vice Mayor Jain, to close the Public Hearing.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to (1) approve the 2021-2022 Annual Action Plan Substantial Amendment and direct staff to incorporate all public comment into the final version to be submitted to HUD on or before May 10, 2022; and (2) approve the 2022-2023 DRAFT Annual Action Plan, and direct staff to incorporate all public comment into the final version to be presented to Council on May 10, 2022.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

7. 22-402 Hold a Public TEFRA Hearing and Action on the Adoption of a Resolution Approving the California Municipal Finance Authority (CMFA) Issuance of Tax-Exempt Bonds Relating to the Financing of an 80-unit Multifamily Rental Housing Project for Low-income Senior Households to be Located in the City of Santa Clara, California at 3333 Kifer Road

Recommendation: Hold a Tax Equity and Fiscal Responsibility Act public hearing and adopt a resolution approving the issuance of up to $35,000,000 in tax-exempt private-activity bonds by California Municipal Finance Authority (CMFA) for the benefit of an 80-unit Multifamily Rental Housing Project for Low-income Senior Households to be Located in the City of Santa Clara, California at 3333 Kifer Road.

Assistant to the City Manager Veach gave a Powerpoint presentation on TEFRA Hearing for 80-unit Rental Housing Project for low-income households located at 3333 Kifer Road.

Council comments followed.

A motion was made by Councilmember Watanabe, seconded by Vice Mayor Jain, to close the Public Hearing.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to hold a Tax Equity and Fiscal Responsibility Act public hearing and adopt a resolution approving the issuance of up to $35,000,000 in tax-exempt private-activity bonds by California Municipal Finance Authority (CMFA) for the benefit of an 80-unit Multifamily Rental Housing Project for Low-income Senior Households to be Located in the City of Santa Clara, California at 3333 Kifer Road.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

8. 22-449 Action on a Resolution to Include New and Updated Connection and Load Development Fees for the Electric Utility in the Municipal Fee Schedule Effective July 1, 2022

Recommendation: Adopt a Resolution to include new and updated Connection and Load Development Fees for the Electric Utility in the Municipal Fee Schedule effective July 1, 2022.

Chief Electric Utilities Officer Pineda gave a Powerpoint on update of load development fees.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to adopt Resolution No. 22-9069 to include new and updated Connection and Load Development Fees for the Electric Utility in the Municipal Fee Schedule effective July 1, 2022.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

10. 22-446 Action on Approval of a Legal Services Agreement between the City of Santa Clara and Lozano Smith LLP for Interim City Attorney Services with a Maximum Not-to-Exceed Amount of $300,000

Recommendation: Approval of a Legal Services Agreement between the City of Santa Clara and Lozano Smith LLP for Interim City Attorney Services with a Maximum Not-to-Exceed Amount of $300,000.

Outside Legal Counsel Jenica Maldonado (Renne Public Law Group) provided a verbal report on the interim City Attorney services agreement.

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve a Legal Services Agreement between the City of Santa Clara and Lozano Smith LLP for Interim City Attorney Services with a Maximum Not-to- Exceed Amount of $300,000 and approve and authorize the Mayor to sign the agreement.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

11. 22-493 Action on Approval of Agreement with GVP Ventures, Inc. dba Bob Murray & Associates for Executive Recruiting Services for City Manager Vacancy

Recommendation: 1. Authorize the Mayor to execute an agreement with GVP Ventures, Inc. dba Bob Murray & Associates for executive recruiting services for the City Manager vacancy for a six-month term starting April 6, 2022 and ending on October 6, 2022, with an option to extend for up to an additional six (6) months with no increase in rates, with maximum compensation not-to-exceed $35,000 for services and $10,000 for costs and fees, subject to appropriation of funds, in a substantially similar form as that attached hereto. Authorize the Office of the City Attorney to approve the Agreement as to form; and

2. Authorize the Mayor and City Attorney's Office to negotiate and execute amendments to the Agreement for additional related services that may be required, subject to the appropriation of funds.

Councilmember Hardy and Councilmember Chahal made some introduction remarks on this item.

Outside Legal Counsel Gary Baum gave a verbal report.

Council comments followed.

A motion was made by Councilmember Becker, seconded by Councilmember Chahal, to (1) authorize the Mayor to execute an agreement with GVP Ventures, Inc. dba Bob Murray & Associates for executive recruiting services for the City Manager vacancy for a six-month term starting April 6, 2022 and ending on October 6, 2022, with an option to extend for up to an additional six (6) months with no increase in rates, with maximum compensation not-to-exceed $35,000 for services and $10,000 for costs and fees, subject to appropriation of funds, in a substantially similar form as that attached hereto. Authorize the Office of the City Attorney to approve the Agreement as to form; and (2) authorize the Mayor and City Attorney's Office to negotiate and execute amendments to the Agreement for additional related services that may be required, subject to the appropriation of funds.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Nay: 1 - Councilmember Watanabe

12. 22-494

Action on:
1. Adoption of a Resolution approving the amended salary plan for Unclassified Employees;
2. Adoption of a Resolution approving the amended salary plan for As-Needed (Temporary) Employees; and
3. Approve and authorize the Mayor to execute an Agreement for Interim City Manager services with Rajeev Batra.

Councilmember Hardy and **Councilmember Chahal** made some introduction remarks on this item.

Outside Legal Counsel Gary Baum gave a verbal report.

Council comments followed.

Public Speaker(s): Susan Hinton

A motion was made by Councilmember Becker, seconded by Vice Mayor Jain, to (1) adopt Resolution No 22-9070 approving the amended salary plan for Unclassified Employees; (2) adopt Resolution No. 22-9071 approving the amended salary plan for As-Needed (Temporary) Employees; and (3) approve and authorize the Mayor to execute an Agreement for Interim City Manager services with Rajeev Batra; and (4) appoint Mr. Rajeev Batra as of April 6, 2022, as interim City Manager.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, and Councilmember Becker

Nay: 2 - Councilmember Watanabe, and Mayor Gillmor

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Becker reported that Caltrain will cut fares for the month of April by 50%.

Councilmember Park announced the Triton Museum Annual Gala Fundraiser will be held on May 7, 2022, from 6:00 PM - 9:00 PM.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 11:41 PM in memory of **Alfred David Panetta (Santa Clara resident and Sunnyvale Rotary Club member)** and **Donald J. Bordenave (Santa Clara resident and former Santa Clara Unified School District Teacher and Administrator)**.

Mayor Gillmor requested a moment of silence to offer heartfelt condolences to the families and friends of the six individuals from the State Capitol shooting in Sacramento.

A motion was made by Council/Boardmember Becker, seconded by Vice Mayor/Chair Jain, to adjourn the meeting.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/ Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

22-529 Adjournment of the April 5, 2022 City Council and Special Stadium Authority Meeting Post Meeting Material

22-530 Moment of Silence - April 5, 2022 Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday, April 19, 2022, 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.

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

Joint Meeting Minutes

Draft

Council and Authorities Concurrent Meeting

Call and Notice of Special Meeting

Santa Clara Stadium Authority

Planning Commission

04/19/2022 **4:00 PM** **Hybrid Meeting**
Council Chambers/Virtually
1500 Warburton Avenue
Santa Clara, CA 95050

Closed Session - 4:00 PM | Study Session - 7:30 PM | Regular Meeting - 8:30 PM

The City of Santa Clara will be conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution 22-9067, Councilmembers may teleconference from remote locations and the City continues to provide methods for the public to participate remotely:

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306

    Meeting ID: 997-0675-9306 or

  o Phone: 1(669) 900-6833
• Via the City's eComment (now available during the meeting)
• Via email to PublicComment@santaclaraca.gov

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.

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 Chair/Mayor calls for a Special Meeting of the Governing Board of the Stadium Authority, and Planning Commission to commence and convene on April 19, 2022 at 4:00 pm for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California and by teleconference, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the meeting to order at 4:03 PM.

Roll Call

Present: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Vice Mayor/Chair Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

1.A 22-534 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: City Manager's designee
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

1.B 22-461 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Arturo Arranga Ballesteros v. Stephen Stek, et al., United States District Court, Northern District of California, Case No. 3:20-cv-06207

1.C 22-462 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Gloria Zamora & Antonio Zamora v. City of Santa Clara, et al., United States District Court, Northern District of California, Case No. 5:21-cv-05610

1.D 22-491 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Marcus Dean Diaz v. City of Santa Clara, et al., United States District Court, Northern District of California, Case No. 5:20-cv-03506

1.E 22-506 Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
Number of potential cases: 1
Facts and Circumstances: Pursuant to Gov. Code § 54956.9(e)(1) - Not disclosed on agenda

1.F 22-538 Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)
Title: City Attorney

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Council/Board convened to Closed Session.

7:30 PM JOINT COUNCIL AND PLANNING COMMISSION STUDY SESSION

Call to Order in the Council Chambers

Council reconvened the meeting at 8:01 PM.

Public Presentations

Assistant City Clerk Pimentel noted that Channel 15 was down and the issues are now resolved.

Sandy Myers expressed comments of concern regarding treatment of Unit No. 6 Employees

22-591 Public Comment Post Meeting Material

Planning Commission Roll Call

Commissioner Herro, **Commissioner Saleme**, **Commissioner Huang**, **Commissioner Ikezi**, **Commissioner Bhatnagar**, **Vice Chair Cherukuru**, and **Chair Biagini**

2. 22-260 Joint City Council and Planning Commission Study Session on Housing Element Update

Recommendation: Note and file the report on the Housing Element Update.

Interim City Manager Batra and **Interim City Attorney Sanchez** provided brief comments and expressed their gratitude to serve the City of Santa Clara.

Assistant Director of Community Development Brilliot gave a Powerpoint presentation on the Housing Element Plan.

Council and **Planning Commission** questions and comments followed.

Assistant Director of Community Development Brilliot and **Director of Community Development Crabtree** addressed **Council** and **Commissioner** comments and questions.

Public Speaker(s): Mathew Reed
Alex Shoor

Additional **Council** comments followed.

Public Speaker(s): David Vierra (eComment)

Assistant Director of Community Development Brilliot addressed public comment.

Planning Commission Chair Biagini provided closing remarks.

8:30 PM COUNCIL AND SPECIAL STADIUM AUTHORITY MEETING

Call to Order

Mayor/Chair Gillmor called the open session to order.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Chahal recited the Statement of Values

Mayor/Chair Gillmor announced that **Council/Boardmember Watanabe** will be absent from the remainder of the meeting due to a death in her family.

A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Park, to excuse Council/Boardmember Watanabe from the remainder of the meeting.

Aye: 6 - Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Watanabe

Roll Call

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

Excused: 1 - Council/Boardmember Kathy Watanabe

Assistant City Clerk Pimentel recited the AB23 Announcement and Behavioral Standards.

Assistant City Clerk Pimentel also noted that any registered Lobbyist must identify themselves and whom they represent when speaking at a public meeting.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Interim City Attorney Sanchez noted that there was no reportable action from Closed Session Items 1.A, 1.B, 1.C, 1.D, and 1.E.

Mayor Gillmor noted that there was no reportable action from Closed Session Item 1.F.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

City Manager Batra requested Item 4.L be deferred to May 10, 2022.

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to defer Item 4.L to May 10, 2022 Council and Authorities Concurrent Meeting.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Absent: 1 - Councilmember Watanabe

4.L 22-424 Action on a Resolution Authorizing the Use of City Electric Forces Along Magellan Avenue

Recommendation: Adopt a Resolution authorizing the use of City Electric Forces at various pole locations along Magellan Avenue.

City Manager Batra noted the following items are time sensitive and must be heard this evening: Items 4.G, 4.K, 4.M, 4.O, 5.B 1 & 2, 6 and 7.

City Manager Batra noted that there was a request to move Item 10 up after Consent Calendar.

Vice Mayor Jain requested to move Items 8 and 9 after Public Presentation.

SPECIAL ORDER OF BUSINESS

3. 22-507 Proclamation of Earth Day/Arbor Day

Mayor Gillmor proclaimed April 28, 2022 as Earth Day/Arbor Day in the City of Santa Clara.

Council comments followed.

CONSENT CALENDAR

Mayor Gillmor pulled Items 5.C 1 & 2 and noted for the record that she would abstain from Item 4.J due to a potential conflict interest as her office is in Franklin Square Mall.

Mayor Gillmor updated the public that due to the Emergency Water Drought declaration only allows that residents water their lawns 2 days a week instead of 3 (Item 4.M).

Mayor Gillmor registered a no vote on Item 5.D.

Councilmember Hardy abstained from Item 4.N due to a potential conflict of interest as her property is within 1,000 ft of subject property.

Vice Mayor Jain pulled Items 4.I, 4.J, and 4.Q.

Michelle Schmitz (public) requested to pull Item 4.E.

Assistant City Manager Bojorquez addressed public comments.

Assistant City Clerk Pimentel noted for the record that there were 93 e-comments received (96% in support and 4% opposed).

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve the balance of the Consent Calendar (except Items 4.E, 4.I, 4.J, 4.Q, and 5.C 1 & 2)

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Absent: 1 - Councilmember Watanabe

4.A 22-450 Action on February 1, 2022 City Council Special Meeting Minutes

Recommendation: Approve the February 1, 2022 City Council Special Meeting Minutes.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

4.B 22-17 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Cultural Commission - March 7, 2022
Board of Library Trustees - March 7, 2022
Youth Commission - March 8, 2022

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

4.C 22-410 Action on Monthly Financial Status and Investment Report for January 2022 and Approve the Related Budget Amendments

Recommendation: Note and file the Monthly Financial Status and Investment Reports for January 2022 as presented and Approve Related Budget Amendments in various funds requiring five affirmative votes and consistent with **City Charter Section 1305**, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the* ***affirmative votes of at least five members*** *so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,"* as noted for each individual item in Attachment 3.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

4.D 22-113 Action on an Agreement with Revel Environmental Manufacturing, Inc. for the Purchase and Installation of Full Trash Capture Catch Basin Inserts

Recommendation: 1. Authorize the City Manager's Office to execute an Agreement with Revel Environmental Manufacturing, Inc. for the purchase and installation of 470 full trash capture catch basin inserts for a one-year term, with maximum compensation not-to-exceed $301,000 (including a 10 percent contingency); and
2. Authorize the City Manager's Office to execute up to four one-year options to extend the term of the Agreement, subject to the appropriation of funds.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

4.F 22-238 Action on a Vesting Tentative Parcel Map for 2302 Calle Del Mundo

Recommendation: Adopt a resolution to approve the Vesting Tentative Parcel Map to create a single lot subdivision for one residential condominium unit and three commercial condominium units at the property located at 2302 Calle Del Mundo.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to adopt Resolution No. 22-9072 approving the Vesting Tentative Parcel Map to create a single lot subdivision for one residential condominium unit and three commercial condominium units at the property located at 2302 Calle Del Mundo.

4.G 22-34 Action on a 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 to Allow a Minimum Purchase Transfer Among Wholesale Customers and a Transfer from the City of Mountain View to the City of East Palo Alto

Recommendation:
1. Approve the attached 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 to Allow a Minimum Purchase Transfer; and
2. Approve the attached Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to 1) adopt Resolution No. 22-9073 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 to Allow a Minimum Purchase Transfer and 2) adopt Resolution No. 22-9074 approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.

4.H 22-442 Action on Amendment No. 1 to the Agreement with Gates and Associates Landscape Architecture, Inc. for Design Professional Services for the Westwood Oaks Playground Rehabilitation Project

Recommendation:

1. Approve and authorize the Office of the City Manager or designee to execute Amendment No. 1 to the Agreement for Design Professional Services with Gates and Associates Landscape Architecture, Inc. for the Westwood Oaks Playground Rehabilitation Project in the amount not-to-exceed $275,472; and
2. Authorize the Office of the City Manager or designee to make minor modifications to the agreement if needed.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

4.K 22-498 Action on a Resolution Authorizing the Use of City Electric Forces at Various Locations

Recommendation: Adopt a Resolution authorizing the use of City Electric Forces at 2233 Calle Del Mundo, 3401 Victor Street, 3580 La Rambla Place, Ryder Street east of Lawrence Expressway, 2300 Calle De Luna, 3350 Scott Boulevard, 3740 El Camino Real, 3201 Scott Boulevard, 2175 Martin Avenue, 2305 Mission College, 1313 Memorex Drive, 4200 Great America Parkway, and 1111 Comstock Avenue.

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to adopt Resolution No. 22-9075 authorizing the use of City Electric Forces at 2233 Calle Del Mundo, 3401 Victor Street, 3580 La Rambla Place, Ryder Street east of Lawrence Expressway, 2300 Calle De Luna, 3350 Scott Boulevard, 3740 El Camino Real, 3201 Scott Boulevard, 2175 Martin Avenue, 2305 Mission College, 1313 Memorex Drive, 4200 Great America Parkway, and 1111 Comstock Avenue.

4.M 22-435 Action to amend Resolution 21-8989, "Proclamation of a Local Emergency Due to Extreme Drought Conditions in the City of Santa Clara" to Restrict Outdoor Watering to a Maximum of Two (2) Days per Week to Address the Severe Drought Emergency.

Recommendation: Alternative 1: Amend Resolution 21-8989 "Proclamation of a Local Emergency Due to Extreme Drought Conditions in the City of Santa Clara" to Restrict Outdoor Watering to a Maximum of Two (2) Days per Week to Address the Severe Drought Emergency.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to adopt Resolution No. 22-9077 amending Resolution No. 21-8989 "Proclamation of a Local Emergency Due to Extreme Drought Conditions in the City of Santa Clara" to Restrict Outdoor Watering to a Maximum of Two (2) Days per Week to Address the Severe Drought Emergency.

4.N 22-346 Action on Final Map for Tract 10566 at 3035 El Camino Real

Recommendation: 1. Approve Final Map for Tract 10566;
2. Authorize the Office of the City Manager and/or Designee to make minor modifications, if necessary, prior to recordation; and
3. Authorize the recordation of Final Map for Tract 10566, located at 3035 El Camino Real [APN 220-32-059 (2021-22)].

Councilmember Hardy abstained this item due to a potential conflict of interest as her property is within 1,000 ft.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to approve staff recommendation.

Aye: 5 - Councilmember Chahal, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

Abstained: 1 - Councilmember Hardy

4.O 22-80 Action on Resolution Establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limits for the November 8, 2022 Municipal Election

Recommendation: Adopt a Resolution establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limit for the November 8, 2022 General Municipal Election with:
the voluntary expenditure limit set to $47,580 based on CPI adjustments for city-wide contests and sets a separate voluntary expenditure limit for district-based contests not to exceed $25,730 (with future adjustments based on CPI). City Council sets the individual campaign contributions based on CPI adjustments as:

- $650 for candidates who accept the voluntary expenditure limit
- $320 for candidates who do not accept the voluntary expenditure limit

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to adopt Resolution No. 22-9078 establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limit for the November 8, 2022 General Municipal Election with: the voluntary expenditure limit set to $47,580 based on CPI adjustments for city-wide contests and sets a separate voluntary expenditure limit for district-based contests not to exceed$25,730 (with future adjustments based on CPI). City Council sets the individual campaign contributions based on CPI adjustments as: $650 for candidates who accept the voluntary expenditure limit and $320 for candidates who do not accept the voluntary expenditure limit.

4.P 22-179 Action on the Waiver of the First Reading and Introduction of an Ordinance Approving the Westwood Oaks Park Master Plan Update and Preferred Playground Schematic Design, in Accordance with City Charter Section 714.1

Recommendation: Waive first reading and introduce an ordinance approving the Westwood Oaks Park Master Plan Update and the preferred Playground Schematic Design in accordance with City Charter Section 714.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to pass to print Ordinance No. 2047, approving the Westwood Oaks Park Master Plan Update and the preferred Playground Schematic Design in accordance with City Charter Section 714.

4.R 22-537 Action to Approve Various Revisions to the As-Needed Salary Plan

Recommendation: Adopt a Resolution to approve revisions to the As-Needed Salary Plan for various classifications to satisfy the requirements of California Code of Regulations Section 570.5 effective May 1, 2022.

A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to adopt Resolution No. 22-9079 approving revisions to the As-Needed Salary Plan for various classifications to satisfy the requirements of California Code of Regulations Section 570.5 effective May 1, 2022.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

5.A 22-364 Action on Stadium Authority Bills and Claims for the Month of January 2022

Recommendation: Approve the list of Stadium Authority Bills and Claims for January 2022.

A motion was made by Boardmember Hardy seconded by Boardmember Becker, to approve staff recommendation.

5.B 22-271 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending December 31, 2021 and Related Budget Amendment

Recommendation:
1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending December 31, 2021;
2. Approve a budget amendment to include the Rope Rescue Gear Project in the Stadium Authority FY 2021/22 CapEx Budget in the amount of $27,054 from Stadium Authority Capital Expense Reserve;
3. Approve a budget amendment to include the Stadium Personal Protective Equipment Project in the Stadium Authority FY 2021/22 CapEx Budget in the amount of $14,886 from Stadium Authority Capital Expense Reserve; and
4. Approve a budget amendment to include the Public Safety Command Post Dispatch System Project in the Stadium Authority FY 2021/22 CapEx Budget in the amount of $85,000 from Stadium Authority Capital Expense Reserve.

A motion was made by Boardmember Hardy, seconded by Boardmember Becker, to approve staff recommendation.

5.D Action on Request Submitted by the Stadium Manager to Incur Charges for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN and Travel for the May 28-29 Grupo Firme Concerts at SoFi Stadium in Inglewood, CA

1. 22-509 Request from the Stadium Manager to Incur Charges for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN and Travel for the May 28-29 Grupo Firme Concerts at SoFi Stadium in Inglewood, CA

2. 22-510 Report from the Stadium Authority for Action on Request from the Stadium Manager to Incur Charges for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN and Travel for the May 28-29, 2022 Grupo Firme Concerts at SoFi Stadium in Inglewood, CA

Recommendation:

1. Approve the Stadium Manager's request to incur charges up to $4,800 for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN to cover registration fees, travel expenses, and potential client entertainment for one Stadium Manager employee; and
2. Approve the Stadium Manager's request to incur charges up to $2,900 to cover travel expenses and potential client entertainment, for two Stadium Manager employees to travel between May 28-30, 2022 for the May 28-29 Grupo Firme concerts at SoFi Stadium in Inglewood, CA.

A motion was made by Boardmember Hardy, seconded by Boardmember Becker, to approve staff recommendation.

Aye: 5 - Boardmember Chahal, Boardmember Hardy, Boardmember Park, Vice Chair Jain, and Boardmember Becker

Nay: 1 - Chair Gillmor

Excused: 1 - Boardmember Watanabe

10. 22-532 Action on a Written Petition (Council Policy 030) Submitted by Mary Grizzle on behalf of the Members of Reclaiming our Downtown are Requesting to Place an Agenda Item at a Future Council Meeting to Discuss and Vote on the Current Downtown Urban Planning Firm WRT to Study the following 4 Financial Benefits of Moving City Hall to a Location within the 8 Blocks of the Original Downtown (Lafayette Benton Monroe Homestead):

1. The financial benefits and construction savings of moving city hall to an 8+ story mixed-use (offices) building;
2. An updated and complete analysis of the advantages of selling the acreage used by city hall on its current location on Warburton;
3. The substantial increase in private investment after a city hall has been brought back to Downtown as evidenced by several other American cities studied by Reclaiming our Downtown;
4. Financial benefit of a “completed Downtown” to the tax revenue of Santa Clara

Recommendation: Staff makes no recommendation.

Mayor Gillmor recused herself from this item due to a potential conflict of interest as her office is in Franklin Square Mall.

Vice Mayor Jain recused himself from this item due to potential conflict of interest as he owns property near Franklin Square Mall.

Councilmember Hardy presided over this item.

Mary Grizzle gave a verbal presentation on her Written Petition.

Public Speaker(s): Dan Ondrasek
Connie Costa
Donna West (E-Mail)
Jim McNamee (E-Mail)
Jonathan Evans (E-Mail)
Frank Lemmon (eComment)

A motion was made by Councilmember Becker, seconded by Councilmember Park, to agendize the Written Petition (Council Policy 030) on a discussion and vote on the Current Downtown Urban Planning Firm WRT to Study the following 4 Financial Benefits of Moving City Hall to a Location within the 8 Blocks of the Original Downtown (Lafayette Benton Monroe Homestead): (1) the financial benefits and construction savings of moving city hall to an 8+ story mixed-use (offices) building; (2) an updated and complete analysis of the advantages of selling the acreage used by city hall on its current location on Warburton Avenue; (3) the substantial increase in

private investment after a city hall has been brought back to Downtown as evidence by several other American cities studied by Reclaiming our Downtown; and (4) financial benefit of a"completed Downtown" to the tax revenue of Santa Clara.

Aye: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Becker

Excused: 1 - Councilmember Watanabe

Abstained: 2 - Vice Mayor Jain, and Mayor Gillmor

Council adjourned to a recess at 10:04 PM and reconvened the meeting at 10:06 PM.

PUBLIC PRESENTATIONS

Gary Ferraris expressed comments of concern regarding negotiations and compensation discussions with the City of Santa Clara and Unit No. 6 Local 101 AFSCME and encouraged Council to save the BMX Track.

Charles Allen expressed comments of concern regarding negotiations and compensation discussions with the City of Santa Clara and Unit No. 6 Local 101 AFSCME.

Cliff Myers expressed comments of concern regarding negotiations and compensation discussions with the City of Santa Clara and Unit No. 6 Local 101 AFSCME.

Sylvia Vasquez expressed comments of concern regarding negotiations and compensation discussions with the City of Santa Clara and Unit No. 6 Local 101 AFSCME.

Public Speaker expressed comments of concern regarding the treatment of Unit No. 6 Local 101 AFSCME employees.

Torrie Ferraris expressed comments of concern regarding the treatment of Unit No. 6 Local 101 AFSCME employees.

Public Speaker expressed comments in support for Unit No. 6 Local 101 AFSCME.

Mary Grizzle expressed comments in support for Unit No. 6 Local 101 AFSCME.

WRITTEN PETITION (COUNCIL POLICY 030) REQUESTS SUBMITTED BY THE PUBLIC/COUNCIL

8. 22-480 Action on a Response to a Written Request to Cover the Costs of City Services in Support of the Santa Clara Parade of Champions and the Cost of Facilitron Parking Fees

Recommendation: Staff makes no recommendation

Assistant City Manager Bojorquez gave a verbal report on the request to Cover the Costs of City Services in Support of the Santa Clara Parade of Champions and the Cost of Facilitron Parking Fees.

Ana Vargas-Smith (Written Petitioner) gave a Powerpoint presentation regarding Santa Clara Parade of Champions (Mike Walke and Nancy Biagini conceded their time to Ana).

Council comments and questions followed.

Ana Vargas-Smith addressed **Council** questions.

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve an in-kind contribution in an amount of up to $60,000 to support the cost of City services related to the 2022 Parade of Champions event.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

9. 22-531 Action on a Written Petition (Council Policy 030) Submitted by Nick Valencia Requesting to Place an Agenda Item at a Future Council Meeting to Discuss the future of the BMX track located on city property at 5451 Lafayette Street

Recommendation: Staff makes no recommendation.

Written Petitioner Nick Valencia provided comments on his request to discuss the future of the BMX track located on city property at 5451 Lafayette Street.

Council questions followed.

Assistant City Manager Bojorquez addressed the **Council** questions.

A motion was made by **Councilmember Becker**, seconded by **Councilmember Hardy,** to approve the written petition to return to Council within 90 days.

Public Speaker(s):
Sebastian Rodriguez
Mia Reyna
Ryder Poirier
Teresa Perez
Sherry Head
Mike Walke
Cassandra Caron
Jason Perkins
Justin Travis
Ryan Polli
Adam Thompson
Zack Thompson
Public Speakers (5)
Melanie Harris
Anne Feng
Kimberly Brown
Pixel 4A
Leilani De La Cruz (E-Mail)
Nisha Thomas

Council comments and questions followed.

Assistant City Manager Bojorquez and **Mike Walke (Police Activities League - PAL Board)** addressed **Council** questions.

Councilmember Becker withdrew his motion.

A motion was made by **Vice Mayor Jain**, seconded by **Councilmember Becker**, to place the Written Petition on a future agenda within 30 days for an update and discussion and provide a report within 30 days (May 24, 2022) with a status of the audit, USA BMX willingness to work with PAL, whether Parks & Recreation Department take lease and operate the BMX track, and the status of the PayPal accounts.

Council comments followed.

A motion was made by Vice Mayor Jain, seconded by Councilmember Becker, to place the Written Petition on a future agenda within 30 days for an update and discussion and provide a report within 30 days (May 24, 2022) with a status of the audit, USA BMX willingness to work with PAL, whether Parks & Recreation Department can operate the BMX track, and the status of the PayPal accounts.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

PUBLIC HEARING/GENERAL BUSINESS

6. 22-302 Action on a Resolution Establishing the Average Per-Acre Land Values in order to set the Parkland In-Lieu Fees for FY2022/23 for New Residential Development

Recommendation: Adopt a Resolution to establish the Average Per-Acre Land Values in order to set the Parkland In-Lieu Fees for FY2022/23 for New Residential Development in accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the City Code using the December 31, 2021 land valuation report.

Director of Parks and Recreation Teixeira gave a Powerpoint presentation.

Council comments and questions followed.

Director of Parks and Recreation Teixeira addressed the **Council** questions.

Public Speaker(s): Elaine Breeze (Lobbyist)
Jeff Smith (Lobbyist)
Jimmy Park

Council comments and questions followed.

A motion was made by **Councilmember Chahal**, seconded by **Vice Mayor Jain**, to adopt a resolution to establish the Average Per-Acre Land Values in order to set the Parkland In-Lieu Fees for FY2022/23 for New Residential Development in accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the City Code using the December 31, 2021 land valuation report.

Councilmember Hardy requested a friendly amendment to parse out the fees to remain the same for one year for Patrick Henry Specific Plan Area.

Director of Parks and Recreation Teixeira and **Interim City Attorney Sanchez** addressed the **Council** questions and comments.

Councilmember Chahal and **Vice Mayor Jain** accepted the friendly amendment.

Council comments followed.

A motion was made by Councilmember Chahal, seconded by Vice Mayor Jain, to (1) adopt Resolution No. 22-9080 to establish the

Average Per-Acre Land Values in order to set the Parkland In-Lieu Fees for FY2022/23 for New Residential Development in accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the City Code using the December 31, 2021 land valuation report and (2) parse out Patrick Henry Specific Plan area at current value for one Fiscal year (July 1, 2022 thru June 30, 2023) and then value will increase after the one year.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

7. 22-99 Public Hearing: Action on the Adoption of the Proposed FY 2022/23 Municipal Fee Schedule and Parks & Recreation Cost Recovery Policy

Recommendation: Alternative 1 and 2:

1. Adopt a resolution for the "City of Santa Clara 2022/23 Municipal Fee Schedule" which (1) sets new fees, rates and charges (collectively "fees"); (2) amends existing fees; (3) deletes certain fees; and (4) retains unchanged fees for various City departments effective on July 1, 2022; and
2. Adopt a resolution approving the Parks & Recreation Cost Recovery Policy used to set fees for the Parks and Recreation Department.

Director of Finance Lee gave a Powerpoint presentation on the User and Regulatory Fee Update and Parks and Recreation Cost Recovery Policy.

Council comments and questions followed.

Director of Parks and Recreation Teixeira addressed **Council** questions.

Public Speaker(s): Elaine Breeze

Director of Parks and Recreation Teixeira addressed **public** questions.

Council comments and questions followed.

Director of Parks and Recreation Teixeira addressed **Council** questions.

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

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

A motion was made by Councilmember Hardy, seconded by Councilmember Park, to approve Alternative 1 and 2: 1- adopt Resolution No. 22-9081 for the "City of Santa Clara 2022/23 Municipal Fee Schedule" which (1) sets new fees, rates and charges (collectively "fees"); (2) amends existing fees; (3) deletes certain fees;and (4) retains unchanged fees for various City departments effective on July 1, 2022; 2 - adopt Resolution No. 22-9082 approving the Parks & Recreation Cost Recovery Policy used to set fees for the Parks and Recreation Department; and with the exceptions to leave the current fees in place for the Patrick Henry Specific Plan Area set at the 2020 land value and 2017 75% improvement value for one fiscal year.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

CONSENT ITEMS PULLED FOR DISCUSSION

4.E 22-225 Action on an Agreement Between the Santa Clara Unified School District and the City of Santa Clara Pertaining to the Operation, Maintenance and Improvement for Public Recreational Purposes of Buildings and Open Space Areas at Cabrillo Middle School

Recommendation: Authorize the City Manager to negotiate and execute an Agreement Between the Santa Clara Unified School District (SCUSD) and the City of Santa Clara Pertaining to the Operation, Maintenance and Improvement for Public Recreational Purposes of Buildings and Open Space Areas located at Cabrillo Middle School and to make minor amendments as needed.

Michelle (Public) pulled this item for further clarification.

Director of Parks and Recreation Teixeira gave a verbal report.

Council comments and questions followed.

Assistant City Clerk Pimentel addressed **Council** questions.

A motion was made by Councilmember Chahal, seconded by Councilmember Becker, to authorize the City Manager to negotiate and execute an Agreement Between the Santa Clara Unified School District (SCUSD) and the City of Santa Clara Pertaining to the Operation, Maintenance and Improvement for Public Recreational Purposes of Buildings and Open Space Areas located at Cabrillo Middle School and to make minor amendments as needed.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

4.I 22-226 Adoption of a Resolution of Intention for Santa Clara Convention Center Complex - Maintenance District No. 183

Recommendation: 1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the Santa Clara Convention Center Complex Maintenance District No. 183;
2. Set a hearing date of June 7, 2022 to approve the Director's Report FY 2022/23; and
3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Vice Mayor Jain pulled this item for further clarification.

City Manager Batra addressed **Council** questions.

A motion was made by Vice Mayor Jain, seconded by Councilmember Becker, to (1) adopt Resolution No. 22-9083 of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the Santa Clara Convention Center Complex Maintenance District No. 183; (2) set a hearing date of June 7, 2022 to approve the Director's Report FY 2022/23; and (3) authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

4.J 22-223 Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square

Recommendation:

1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122;
2. Set a hearing date of June 7, 2022 to approve the Director's Report FY 2022/23; and
3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Mayor Gillmor recused herself from this item due to her office being in Franklin Square Mall and left the dais at 12:55 AM.

Vice Mayor Jain presided over this item.

Vice Mayor Jain pulled this item for further clarification and provided a verbal report.

Council comments and questions followed.

Interim City Attorney Sanchez addressed **Council** comments.

A motion was made by **Councilmember Jain**, seconded by **Councilmember Hardy**, to deny staff recommendation and direct staff to return at a future meeting for consideration of dissolution.

Deputy Director of Public Works Staub and **Assistant City Manager Pineda** addressed **Council** comments and questions.

Council comments and questions followed.

Interim City Attorney Sanchez addressed **Council** questions.

Council comments followed.

Councilmember Jain revised his motion, seconded by **Councilmember Hardy**, to (1) adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122; (2) Set a hearing date of June 7, 2022 to approve the Director's Report FY 2022/23; and (3) authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention; and direct staff to return at a future meeting for consideration of dissolution.

Council comments and questions followed.

Interim City Attorney Sanchez addressed **Council** questions.

Vice Mayor Jain withdrew his motion.

A motion was then made by Councilmember Park, seconded by Councilmember Chahal, to (1) adopt Resolution No. 22-9084 of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122; (2) Set a hearing date of June 7, 2022 to approve the Director's Report FY 2022/23; and (3) authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention; and (4) direct staff to return within 60 days detailing how to recover costs or other methods to enhance revenue for the City from the properties.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, and Councilmember Becker

Excused: 1 - Councilmember Watanabe

Abstained: 1 - Mayor Gillmor

Mayor Gillmor returned to the dais and presided over the remainder of the meeting.

4.Q 22-65 Action on 2022 Legislative Advocacy Positions

Recommendation: Alternative 1: Adopt the 2022 Legislative Advocacy Positions on Broadband, Cable Services, and Wireless Telecommunications Facilities; COVID-19 Legislation; Energy Legislation, Regulations and Issues; Housing; Human Resources and Public Sector Employment; Public Safety; Regional Issues and Collaboration; Sustainability and Environmental Protection; Transportation Issues; and Water Supply and Conservation.

A motion was made by Councilmember Becker, seconded by Councilmember Park, to defer this item to the next Council and Authorities Concurrent meeting.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Excused: 1 - Councilmember Watanabe

5.C Action on Request Submitted by Stadium Manager to Execute Agreements Execute Second Amendment to Agreement with Bear Electrical Solutions Inc., for Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project and Agreements with HY Floor and Gameline Painting, Inc. for Club Space Flooring CapEx Project and Bear Insulation, Inc. for Stadium Insulation CapEx Project and Approve Related Budget Amendment

A motion was made by Boardmember Becker, seconded by Boardmember Park, to defer this item to the next Council and Authorities Concurrent meeting.

Aye: 6 - Boardmember Chahal, Boardmember Hardy, Boardmember Park, Vice Chair Jain, Boardmember Becker, and Chair Gillmor

Excused: 1 - Boardmember Watanabe

1. 22-484 Request from Stadium Manager to Execute Agreements Execute Second Amendment to Agreement with Bear Electrical Solutions Inc., for Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project and Agreements with HY Floor and Gameline Painting, Inc. for Club Space Flooring CapEx Project and Bear Insulation, Inc. for Stadium Insulation CapEx Project and Approve Related Budget Amendment

2. 22-485 Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Execute Second Amendment to Agreement with Bear Electrical Solutions, Inc. for Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project and Agreements with HY Floor and Gameline Painting, Inc. for Club Space Flooring CapEx Project and Bear Insulation, Inc. for Stadium Insulation CapEx Project and Approve Related Budget Amendment

Recommendation:

1. Approve the Stadium Manager's request to execute an Amendment No. 2 to the agreement with Bear Electrical Solutions, Inc. to increase the not to exceed amount from $250,000 to $670,000 for the second year of the agreement term to cover the cost of the interim repairs (for a total not to exceed amount of $1.42 million over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
2. Approve the Stadium Manager's request to execute a one-time agreement with HY Floor and Gameline Painting, Inc. for refinishing engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at Levi's Stadium (Club Space Flooring CapEx Project) in the amount of $48,300; authorize the Executive Director to approve the execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; authorize the Executive Director to approve the execution of change orders up to approximately 10% of the contract cost, or $4,830, for a total not to exceed amount of $53,130; and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
3. Approve a budget amendment to include the Stadium Insulation CapEx Project in the Stadium Authority FY 2022/23 CapEx Budget in the amount of $517,500 from Stadium Authority Capital Expense Reserve; and
4. Approve the Stadium Manager's request to execute a one-time agreement with Bear Insulation, Inc. to furnish and install new insulation sheeting at Levi's Stadium (Stadium Insulation CapEx Project) in the amount of $505,023; authorize the Executive Director to approve the execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; authorize the Executive Director to approve the execution of change orders up to $12,477, for a total not to exceed amount of $517,500; and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Deferred to next Council and Authorities Concurrent Meeting.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

Public Presentations

Victor Ojakian expressed comments urging the City of Santa Clara to adopt a Suicide Prevention Program.

22-634 Public Presentations Post Meeting Material

ADJOURNMENT

The meeting was adjourned at 1:35 AM in memory of **Kenneth J. Carolan (beloved Brother of Councilmember Kathy Watanabe).**

A motion was made by Council/Boardmember Park, seconded by Council/Boardmember Becker, to adjourn the meeting.

Aye: 6 - Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

Excused: 1 - Council/Boardmember Watanabe

22-602 Adjournment of the April 19, 2022 City Council and Special Stadium Authority Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday, May 10, 2022 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.

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.

Draft

City of Santa Clara

Special Meeting Minutes

City Council

04/28/2022 **12:30 PM** **Virtual Meeting**

Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution No. 22-9067, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306

    Meeting ID: 997-0675-9306 or

  - o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

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.

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 Santa Clara City Council to commence and convene on April 28, 2022 at 12:30 p.m. for a Special Meeting to be held virtually, to consider the following matter(s) and to potentially take action with respect to them.

12:30 PM CLOSED SESSION

Call to Order

Mayor Gillmor called the Special Meeting to order at 12:32 PM.

Pledge of Allegiance and Statement of Values

Council recited the Pledge of Allegiance.

Assistant City Clerk Pimentel recited the Statement of Values.

Roll Call

Present: 7 - Councilmember Kathy Watanabe, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Vice Mayor Suds Jain, Councilmember Anthony Becker, and Mayor Lisa M. Gillmor

1. 22-630 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: City Manager's designee
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

Public Comment

None.

Convene to Closed Session

Council convened to Closed Session.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Mayor Gillmor noted that there was no reportable action from Closed Session.

PUBLIC PRESENTATIONS

None.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

ADJOURNMENT

The meeting was adjourned at 1:15 p.m.

A motion was made by Councilmember Chahal, seconded by Councilmember Becker, to adjourn the meeting.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

Absent: 1 - Councilmember Park

The next regular scheduled meeting is on Tuesday, May 10, 2022 in the City Hall Council Chambers.

MEETING DISCLOSURES

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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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Note

Note

12:32 pm

22-24 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

COUNCIL PILLAR
Enhance Community Engagement and Transparency

RECOMMENDATION
Note and file the Minutes of:
Parks & Recreation Commission - June 21, 2022
Senior Advisory Commission - February 28, 2022
Senior Advisory Commission - June 27, 2022
Cultural Commission - June 6, 2022
Planning Commission - June 15, 2022
Board of Library Trustees - May 2, 2022

Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

06/21/2022 **7:00 PM** **Virtual Meeting**

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9096, the Parks & Recreation Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

Via Zoom:
https://santaclaraca.zoom.us/j/91316665755

Meeting ID: 913 1666 5755 or

Phone: (669) 900-6833

CALL TO ORDER AND ROLL CALL

Chair Forte called the meeting to order at 7:01 p.m.

Present 4 - Commissioner Andrew Knaack, Commissioner Joe Martinez, Commissioner Dana Caldwell, and Chair Eversley Forte

Absent 3 - Vice Chair Burt Field , Commissioner Sajid Hai, and Commissioner Kelly Gonzalez

Commissioner Caldwell made a motion, seconded by Commissioner Martinez to excuse Commissioners Field, Hai and Gonzalez.

Aye: 4 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, and Chair Forte

Excused: 3 - Vice Chair Field , Commissioner Hai, and Commissioner Gonzalez

CONSENT CALENDAR

Commissioner Knaack made a motion, seconded by Commissioner Caldwell to approve the Consent Calendar.

Aye: 4 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, and Chair Forte

Excused: 3 - Vice Chair Field , Commissioner Hai, and Commissioner Gonzalez

1.A 22-740 Action on the Parks & Recreation Commission Minutes of the May 17, 2022 Meeting

Recommendation: Approve the Parks & Recreation Commission Minutes of the May 17, 2022 Meeting.

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

Commissioner Gonzalez joined the meeting at 7:11 p.m.

2. 22-793 Consideration of the Proposed Schematic Design of the Central Park Entrance, Accessibility, and Parking Improvements Project

Recommendation: Recommend that Council approve the proposed Schematic Design for the Central Park
Entrance, Accessibility, and Parking Improvements Project and Ordinance subject to the
provisions of Measure R.

Commissioner Caldwell made a motion, seconded by Commissioner Knaack to recommend that Council approve the proposed schematic design for the Central Park Entrance, Accessibility, and Parking Improvements Project and Ordinance subject to the provisions of Measure R.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, Chair Forte, and Commissioner Gonzalez

Excused: 2 - Vice Chair Field , and Commissioner Hai

3. 22-745 Review Parks & Recreation Commission Work Plan Goals for FY2021/22 and Discuss Draft Work Plan Goals and Activities for FY2022/23

Recommendation: Provide a final report on Commission activities that supported the Work Plan for FY2021/22, develop Work Plan goals for FY2022/23, and appoint new subcommittees.

Goal A:
1) Review park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources. There are approximately $100M to $150M worth of aged infrastructure of various park sites and buildings, and new residential development occurs, the City is engaged in the acquisition and development of new parkland and amenities, and rehabilitation/expansion of existing parks in order to continue to meet the City's current level of service of 2.6 to 3 acres of parkland per 1,000 residents.
Status as of 6/21/2022 Meeting: No update.

Goal B:
1) Review and elicit community input on the existing City parks' rehabilitation projects based on the currently approved/funded Capital Improvement Program Budget and schedule; and, 2) review residential developer proposed schematic designs for new neighborhood parks to serve new residential development.
Status as of 6/21/2022 Meeting: B1. The Parks & Recreation Commission recommended Council approval of The Central Park Entrance, Accessibility, and Parking Improvements Project and Ordinance subject to the provisions of Measure R. The Montague Park Rehabilitation Project is beginning the construction phase with oversight from the Public Works Field Services Division. Gates + Associates is working toward completing the 65% plan submittal for review for the Westwood Oaks Park Playground Rehabilitation Project. B2. On the Council Agenda for 6/21/2022 is the recommendation for approval of the Schematic Design-Master Plan for the New Neighborhood Park proposed at 1205 Coleman Avenue.

Goal C:
1) Host and develop recommendations for improving the 40th annual Art & Wine Festival in September 2022; and, 2) participate in Citywide Special events.
Status as of 6/21/2022 Meeting: The subcommittees met and provided updates on:

- *Music: Most the bands have been selected for Saturday and Sunday. In the process of finalizing contracts for all the entertainment.*
- *Merchandise: Staff is working with the Purchasing Division to*

finalize the glassware order.

- *Marketing: The marketing design was finalized and approved. Staff worked with a graphic designer to have the logo updated for the glassware. Staff is in the process of finalizing the agreement to develop an app for the Festival. The app will make it much easier and more sustainable for patrons to know what's going on at the Festival.*
- *Fundraising: Subcommittee continues to work with Nick Streit (Rotary)and Matt (Taplands). Matt has confirmed two small brews and looking at adding two additional small brews upon meeting to review the week of June 27. Taplands will host an art party for local artists to compete a month before the event to select the artwork for the commemorative 40th anniversary separate from the City's event. There will be six wines available this year.*

Goal D:

1) Develop a community input process and stakeholders list for the proposed Community Park North; 2) Conduct community outreach and input process with City staff and consultant. Goal D is contingent upon the Related Project's application, phasing and contribution of $500K for outreach, design and engineering.

Status as of 6/21/2022 Meeting: No update.

STAFF REPORT

Deputy Director Seale reported on the Department's adherence to best practices concerning the continuing severe drought. The Parks Division made several aesthetic improvements and repairs at the International Swim Center (ISC) from the front entrance, throughout the facility and grounds between March and the end of May 2022. In spite of this, the ISC continues to be negatively impacted by its aged infrastructure.

Recreation Manager Castro reported on opening the second cooling center for the season, today. Since last month we are in full operation mode for summer programs, and gearing up for the 4th of July event in Central Park from 12-5 PM. The Department is inviting commissioners to work in the Park Projects booth to interact with the public regarding park projects and the Integrated Goose Management Plan (IGMP) which was approved by Council. Summer concerts will be starting on 7/22 at Live Oak Park with the Hitmen; other concerts to follow will be held in Central Park. On August 5-6 the City will be hosting All-City Family Camping for the first time in Central Park at Fatjo Field. On Friday June 24, the Department will have Sunset Cinema showing “Clifford, the Big Red Dog.” In the new fiscal year the Department will be focusing on the implementation of the Parks & Recreation Cost Recovery Policy and will be working with community groups in this endeavor. We will be coordinating with new commissioners starting on July 1 for their orientation and preparation in joining the Parks & Recreation Commission.

COMMISSIONERS REPORT

Chair Forte attended the veterans ceremony for Memorial Day at Mission City Memorial Park. He also took the opportunity to tour the park.

Commissioner Caldwell visited Maywood Park, and the site of the proposed new public park to be located at 1205 Coleman Avenue (Gateway Crossings Hunter Storm & Holland Partner Group Residential Project) to visualize the layout and setting.

Gonzalez visited Ulistac Natural Area and the proposed 30+ acre community park on former Santa Clara Golf & Tennis Club golf course. It will be interesting to see how the windy nature of the site will be considered in the design process in determining what will work best and what may not.

Commissioner Knaack shared words of appreciation for being part the Commission over the last eight years and thanked everyone for their participation. He is grateful and learned much from fellow commissioners' perspectives, and who always providing thoughtful feedback. He expressed it has been a pleasure working with City staff and getting to know many of them over the past years.

Commissioner Martinez visited Ray G. Gamma Dog Park and Warburton Park. He thanked Jim, Dale, Kim, and supporting staff for assisting and working with him over the last seven and a half years. He wished the Commission well and encouraged them to keep up the good work.

ADJOURNMENT

Commissioner Martinez made a motion, seconded by Commissioner Knaack to adjourn the meeting at 7:36 PM, until the next Parks & Recreation Commission meeting on Tuesday, July 19, 2022 at 7:00 PM.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, Chair Forte, and Commissioner Gonzalez

Excused: 2 - Vice Chair Field , and Commissioner Hai

MEETING DISCLOSURES

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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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City of Santa Clara

Meeting Minutes

Senior Advisory Commission

02/28/2022 **10:00 AM** **Virtual Meeting**

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9051, the Senior Advisory Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join: **https://santaclaraca.zoom.us/j/97590069803**

Or join by phone: Dial 1-669-900-6833

Webinar ID: 975 9006 9803

International numbers available: https://santaclaraca.zoom.us/u/abuhH0eDsx

CALL TO ORDER AND ROLL CALL

A regular meeting was called to order by Vice Chair Nancy Toledo at 1015 a.m.

Present 5 - Commissioner Wanda Buck, Commissioner Judy Hubbard, Vice Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner James Hohenshelt

Absent 1 - Chair Grant L. McCauley

A motion was made by Commissioner Buck, seconded by Commissioner Narciso to excuse Chair McCauley.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Vice Chair Toledo, Commissioner Narciso, and Commissioner Hohenshelt

Excused: 1 - Chair McCauley

CONSENT CALENDAR

1.A 22-843 Senior Advisory Commission Minutes of January 24, 2022

Recommendation: Approve the Senior Advisory Commission Minutes of January 24, 2022

A motion was made by Commissioner Hohenshelt, seconded by Commissioner Hubbard to approve the minutes of January 24, 2022.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Vice Chair Toledo, Commissioner Narciso, and Commissioner Hohenshelt

Excused: 1 - Chair McCauley

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 22-258 Senior Advisory Commission Work Plan & Goals for FY2021/22

Relating to Goal 1 - Advocate for Affordable and Convenient Housing:
1.a & b. - **Recreation Supervisor Herb** informed the Commission that she's waiting to hear back from the Community Development Department as to what day and time works best for them, for the Housing Elements Virtual Presentation.

1.c. - No report since the City Housing Commission hasn't been formed.

Relating to Goal 2 - Develop Opportunities to Promote Health, Wellness, and Nutrition:
2.a. - **Commissioner Buck and Narciso** reported that they would be reaching out to **Health & Wellness Coordinator von Kugelgen** to discuss different possibilities for the "Share Your Experience" activity at the Senior Center.

2.b. - **Vice Chair Toledo** updated the Commission on the Health & Wellness Fair, reporting 32 exhibitors have confirmed; exhibitors are excited and eager to be out in the community talking to the older adult population; Commissioners will be assigned to different areas to help with the event - including greeting, working Senior Advisory Booth, passing out and collecting evaluations, delivering lunches to exhibitors; Commissioners were also asked to spread the word and help publicize the event. **Commissioner Buck** inquired if it's possible to have a shorter evaluation. **Supervisor Herb** informed the Commission that staff are talking about the event map and potential layout changes.

2.c. - No report since there was no ADA Committee meeting.

STAFF REPORT

Recreation Supervisor Herb updated the Commission on continued Senior Center programs and activities, sharing:
- The March Senior Center Newsletter is full of great resources.
- The Senior Center Health & Wellness Program is recruiting for a RN and Masters of Social Work position.
- The "Dining Out" Senior Nutrition Program has resumed indoor dining.
- The Senior Scam Stoppers presentation in February was well attended and full of great information and resources. For those that weren't able to attend can access the presentation on the Health &Wellness page of the Senior Center website.
- Stay tuned for wonderful March opportunities: Medication Disposal Envelope giveaway and a presentation by Breath California.
- The Senior Center is aiming to open the Woodshop, Lapidary, and Ceramics Lab in the next phase of the Senior Center reopening the summer.

Recreation Manager Castro informed the Commission that there will be a joint Cost Recovery Strategy planning meeting with the Parks & Recreation Commission, Youth Commission, and Senior Advisory Commission. The meeting is scheduled for Wednesday, March 2 at 6:30 pm. This meeting will be geared towards helping make a recommendation to City Council on the prioritization of programs to help develop a cost recovery program for the City. A Zoom link will be emailed to the Commissioners.

COMMISSIONERS REPORT

Commissioner Buck inquired about the City Council Priority Goal Setting Session and if it's available to listen to online. **Council Member Watanabe** updated the Commission that the second half of the Priority Goal Setting Session has been cancelled as a result of the City Manager being fired. The Priority Goal Setting Session will be postponed until an interim City Manager is appointed.

Commissioner Buck shared that she attended the Kaiser COVID 19 presentation in February and appreciated the information on COVID 19 Boosters.

Commissioner Narciso shared that she attended the Kaiser COVID 19 presentation as well. She found the booster information helpful. She also shared that Kaiser members are eligible for 8 at-home-test kits each month.

Commissioner Hubbard informed the Commission that she would not be in attendance at the March meeting.

Commissioner Narciso shared that the Transportation Needs Analysis is on part 2 of the agenda for the Priority Goal Setting Session.

ADJOURNMENT

A motion was made by Commissioner Hubbard, seconded by Commissioner Narciso that the meeting be adjourned at 11:17 a.m.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Vice Chair Toledo, Commissioner Narciso, and Commissioner Hohenshelt

Excused: 1 - Chair McCauley

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City of Santa Clara

Meeting Minutes

Senior Advisory Commission

06/27/2022 **10:00 AM** **Virtual Meeting**

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Or join by phone: Dial 1-669-900-6833

Webinar ID: 975 9006 9803

International numbers available: https://santaclaraca.zoom.us/u/abuhH0eDsx

CALL TO ORDER AND ROLL CALL

A regular meeting was called to order by Chair McCauley at 10:10 a.m

Present 5 - Commissioner Wanda Buck, Commissioner Judy Hubbard, Chair Grant L. McCauley, Vice Chair Nancy Toledo, and Commissioner James Hohenshelt

CONSENT CALENDAR

1.A 22-805 Senior Advisory Commission Minutes of May 23, 2022

Recommendation: Approve the Senior Advisory Commission Minutes of May 23, 2022

A motion was made by Commissioner Buck, seconded by Commissioner Hubbard to approve the minutes of May 23, 2022.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

PUBLIC PRESENTATIONS

Tom Freitas commended the Senior Center on a successful Health & Wellness Fair.

Vice Mayor Jain echoed praise to the Senior Advisory Commission and the Senior Center on a job well done on the Health & Wellness Fair.

GENERAL BUSINESS

2. 22-806 Senior Advisory Commission Work Plan & Goals Update for FY2021/22

Relating to Goal 1 - Advocate for Affordable and Convenient Housing:
1.a. & b. **Recreation Supervisor Herb** inquired if there were any comments regarding the Housing Element updates provided by the Community Development Department on May 23. The Committee had nothing more to add.

1. c. - No report since the Housing Commission is on hold until further notice.;

Relating to Goal 2 - Develop Opportunities to Promote Health, Wellness, and Nutrition:
2.a. - The Health, Wellness, and Nutrition sub-committee had no report;

2.b. - **Health & Wellness Coordinator Von Kugelgen** provided a brief wrap-up of the Health & Wellness Fair stating that staff had a brief evaluation to capture the initial thoughts of the staff. Exhibitors submitted their evaluations and the event received 4 and 5, with mostly 5 stars. Words used to describe the event were: informative, important, valuable, diverse, spacious, fun, and inclusive. 400 people attended with over 50 exhibitors.

2.c - No report since there was no ADA Committee Meeting.

3. 22-693 Senior Advisory Commission FY2022/23 Work Plan & Goals Discussion

Based on the eight (8) domains of the Age-Friendly City guidelines, the Commission brainstormed topics they'd like to consider for the 2022-23 Work Plan.

Related to **Housing** - it was suggested that the Commission help advocate the support to allow older adults to age comfortably and safely in a quality neighborhood, regardless of circumstance by:
A. Educating the group on the homeless individuals in Santa Clara.

Related to **Outdoor Spaces and Buildings -** it was suggested that the Commission advocate for green spaces, sidewalks, safe streets, outdoor seating and accessible buildings by:
A. Providing more outdoor recreation activities.
B. Participating in design phase discussions of new park buildings & spaces.

Related to **Transportation and Streets** - it was suggested that the Commission continue to advocate for affordable, convenient, and safe transportation and streets by:
A. Continuing to monitor the progress of the Transportation Letter through the Council Goal Setting Session.
B. Evaluating (strengths, weakness, opportunities and challenges) of various street crossings in Santa Clara.
    1. Monroe at the Community Garden
    2. General safety for all ages
C. Evaluating bike paths and excessive speeding

Related to **Health, Wellness, and Nutrition** - it was suggested that the Commission provide health and supports services essential to maintaining the health and independence of older adults by:
A. Providing resources on the topic of Alzheimer's/Dementia.
B. Develop opportunities to address Mental Health concerns such as:
    1. Hoarding Disorder

Related to **Social and Civic Engagement -** it was suggested that the Commission promote opportunities for social participation and social support by:
A. Exploring opportunities for Hybrid meetings/recreation opportunities.
B. Providing programming and or resources to reduce isolation.

4. 22-692 Senior Advisory Commission Election of Chair and Vice Chair for FY2022/23

Recommendation: Elect a Chairperson and Vice Chairperson to serve the Senior Advisory Commission for the FY2022/23 term.

Commissioner Hubbard nominated Commissioner Toledo for the position of Chair for the 2022-23 fiscal year. **Commissioner Toledo** accepted the nomination.

A motion was made b Commissioner Hubbard, seconded by Commissioner Buck, to elect Commissioner Toledo as Chair for the 2022-23 fiscal year.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Commissioner Toledo nominated Commissioner McCauley for the position of Vice-Chair for the 2022-23 fiscal year. **Commissioner McCauley** accepted the nomination.

A motion was made by Commissioner Toledo, seconded by Commissioner Buck, to elect Commissioner McCauley as Vice-Chair for 2022-23 fiscal year.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

STAFF REPORT

Recreation Supervisor Herb provided Senior Center updates regarding:
- Senior Center BBQ & A event returned to the Senior Center. The event was well attended with many new faces. Special thanks to Commissioner McCauley and Toledo for volunteering and working the food line. Stay tuned for the next BBQ&A on July 21.
- There will be a Seniors Council Presentation - Foster Grandparent & Senior Companion Programs on Wednesday, July 6.
- Lending Closet is open at the Senior Center. Individuals can call the Health & Wellness Program for assistance.
- Free Emergency First Aid Training: Stop the Bleed Workshop event will be on July 12.
- Clear Captions Table Talk was held on June 17 and will be returning again in July.
- The Ceramics Studio is opening in July at the Senior Center, on Thursdays from 12 - 2 pm.
- Intro to Hand-Building starts in July on Tuesdays from 12 - 2 pm.
- Aquatic Classes are starting in July in the Natatorium on Mondays and Wednesdays mornings.
- The Senior Nutrition Program is returning to indoor dining on Friday, July 1.
- The Senior Center is servicing, cleaning, and organizing the Woodshop and the Lapidary. The Special Interest areas are looking for instructors and hope to open in the fall.

Health & Wellness Coordinator Von Kugelgen shared that the Health & Wellness Program has created Memories & Hugs in partnership with Kaiser Hospital. There was a kick-off meeting on June 20 for those interested in creating teddy bears or pillows created with items of clothing from loved ones.

Recreation Manager shared the following updates:
- The City is looking into ways for Commission meetings to be hybrid.
- The Parks & Recreation Department offered 4 Lifeguard Training Classes this spring, which yielded 12 new lifeguards. Typically the department would have 60 during this season, and we currently have 25. Until more lifeguards are hired, the International Swim Center continues to offer lap swim.
- The Senior Center is aware of the public's desire for extended hours, and the department is actively looking for additional staffing to open the facility with expanded hours. The department is open to hire encore professionals that might be looking for part-time work.
- Sunset Cinema has held on June 24 from 7 - 10 pm at Live Oak Park. Families enjoyed the movie, "Clifford the Big Red Dog."

- The All-City Picnic will be held on July 4th from 12 - 5pm in Central Park.
- The Summer Concert Series continues on July 22 at 6:30 pm in Live Oak Park.
- The Street Dance will be held August 5 from 6 - 9:30 pm at Franklin Mall.
- The Art and Wine Festival September 17 and 18.

COMMISSIONERS REPORT

Commissioner Buck - expressed her gratitude for her years of service on the Commission and shared some of her favorite memories of her time on the Commission. She's not sure where she'll volunteer next, but she'll be in touch.

Commissioner Toledo - thanked Commissioner Buck for her service on the Commission and expressed that Wanda will be missed. She also shared that she really enjoyed participating in Coffee Talks with the Youth Commission, which was a casual discussion between some of the members of the Youth and Senior Advisory Commission. Nancy also expressed her enjoyment of volunteering at the Senior Center BBQ & A event. She and Commission McCauley helped on the food line along with a couple of Youth Commissioners

Commissioner McCauley - echoed Commissioner Toledo's comments about the Coffee Talks with the Youth Commission and volunteering at the BBQ & A event. He encouraged other Commissioners to volunteer at upcoming BBQ events. **Commissioner McCauley** also shared his thanks to Commissioner Buck for her service.

ADJOURNMENT

Commissioner Buck made a motion, seconded by Commissioner Hubbard that the meeting be adjourned at 12:06 p.m.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Cultural Commission

06/06/2022 **7:00 PM** **Virtual Meeting**

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Via Zoom:
https://santaclaraca.zoom.us/j/98272283531

Webinar ID: 982 7228 3531

Or join by phone: 1-669-900-6833

CALL TO ORDER AND ROLL CALL

Chair von Huene called the meeting to order at 7:04 p.m. in honor of Pride Month.

Chair von Huene noted that June is Pride Month and that the City of Santa Clara hosted a flag raising event with a varity of speakers at City Hall on Friday, June 3, 2022.

Present 5 - Commissioner Siddarth Sundaram, Vice Chair Louis Samara, Commissioner Debra von Huene, Chair Candida Diaz, and Commissioner Paul McNamara

Absent 2 - Commissioner Jonathan Marinaro, and Commissioner Jennifer Vega

CONSENT CALENDAR

1.A **22-862** Cultural Commission Regular Meeting Minutes of May 2, 2022

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of May 2, 2022

A motion was made by Vice Chair Diaz, seconded by Commissioner Sundaram, that this item be approved. The motion passed with the following vote:

Aye: 5 - Commissioner Sundaram, Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

Absent: 2 - Commissioner Marinaro, and Commissioner Vega

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 22-705 Discussion of Cultural Commission Work Plan Goals and Activities for FY 2021/22 & Proposed FY2022/23.

Recommendation: Provide updates to Cultural Commission Work Plan goals and activities for FY 2021/22.

Commissioners reported the following updates to the Work Plan Goals and Activities for FY 2021/22 and FY 2022/23.

Goal # 1-Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity.

Concert Series-free outdoor concerts starting in July. **Commissioners Samara** and **Sundaram** will meet regarding Friday Night Lights. Commissioner Samara mentioned there needs to be at least two (2) commissioners at each event. He will prepare a spreadsheet on the Google Drive and commissioners will sign up to attend the concerts.

Goal #2-Develop and encourage interactive, art opportunities to provide temporary, performing, cultural, and public art in the City.

Temporary Art-No new updates were provided regarding temporary art installations. Suggestion was made by **Chair von Huene** to keep this item on the Work Plan for next year.

Art Map is an ongoing project and is currently updated.

Utility Box Art Project-Vice Chair Diaz shared a presentation on the Utility Boxes for 2022. She shared the six (6) proposed locations by district. Ages will be 15 and up, with parent approval, budget will remain the same, $750 per artist, proposed budget of $4,500. Judging panel will be commissioners. Call for Artists-June 13-July 5.

Surviving Covid Pocket Exhibition-Has been completed. Winners were notified and invited to the City Council Meeting On June 7 to receive certificates of recognition. Award checks have been processed. They will be featured at the Triton Museum Exhibition in late July-August. Pocket Video will be shared once completed.

Goal # 3-Raise visibility of commemorative months. Staff included the Coloring Book in the City Hall News and Parks & Recreation Newsletter for the month of June.

Goal #4-Enhance communication and media strategy to increase community awareness of the Cultural Commission. Commissioners

McNamara and **Marinaro** will meet regarding this and report back with an update in August.

Council & Authorities Concurrent Meeting- On June 7-There will be a presentation to the City Council by the Cultural Commission. **Chair von Huene** shared the presentation she will be presenting at the meeting highlighting the Surviving Covid Exhibition and upcoming and past commission projects. The commission enjoyed seeing the presentation of the highlights and all are encouraged to attend the meeting.

Goal #5-Prepare for Citywide Arts Master Plan Process. This is a Multi-year process. Grant proposal is due in August of next year. **Chair von Huene** mentioned she would like to see the goal included in the FY 2022/23 Work Plan.

3. 22-704 Discussion and Development of Cultural Commission Work Plan Goals and Activities for FY 2022/23

Recommendation: Develop and recommend Cultural Commission work plan goals and activities for FY 2022/23.

Chair von Huene mentioned if commissioners had any Goals or Objectives they would like to be included in FY 2022/23 that they should inform staff by July 15, so it can be included in the August meeting agenda.

Commissioner McNamara would like to see Art Education included. **Commissioners Samara, Diaz and McNamara** will meet to discuss.

A motion was made by Commissioner Samara, seconded by Vice Chair Diaz, to include the Utility Box Art Program for FY 2022-23 with a budget allocation of $4,500.

Aye: 5 - Commissioner Sundaram, Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

Absent: 2 - Commissioner Marinaro, and Commissioner Vega

4. 22-712 Election of Cultural Commission Chair and Vice Chair to serve a One Year Term for FY2022/23

Recommendation: Elect a Chairperson and a Vice Chairperson to serve the Cultural Commission for a one year term for FY2022/23.

Commissioner Samara, nominated Vice Chair Diaz for the position of Chair for the 2022-23 fiscal year. Vice Chair Diaz accepted the nomination.

A motion was made by Commissioner Samara, seconded by Commissioner Sundaram, to elect Vice Chair Diaz as Chair for the 2022-23 fiscal year.

Aye: 5 - Commissioner Sundaram, Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

Absent: 2 - Commissioner Marinaro, and Commissioner Vega

Vice Chair Diaz, nominated Commissioner Samara, for the position as Vice-Chair for the 2022-23 fiscal year. Commissioner Samara accepted the position.

A motion was made by Vice Chair Diaz, seconded by Chair von Huene, to elect Commissioner Samara as Vice-Chair for the 2022-23 fiscal year.

Aye: 5 - Commissioner Sundaram, Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

Absent: 2 - Commissioner Marinaro, and Commissioner Vega

STAFF REPORT

Recreation Manager Castro mentioned there is no meeting in July. The next meeting will be in August. New sub-committees will be developed and new Goals and Objectives will be made.

COMMISSIONERS REPORT

Commissioner Sundaram reported that he has been getting involved with the Web-free Encrypto NFT space, specifically relating to film and entertainment.

Chair von Huene mentioned she attended the Flag Raising Ceremony at City Hall on Friday, June 3. She was inspired by the presentations and happy she attended. She invited everyone to come to the City Council Meeting on June 7 for the Cultural Commission presentation. **Commissioner Samara** reported he was planning to attend.

Chair Von Huene thanked **Vice Chair Diaz** for all her work on the Utility Box Art Program.

Vice Chair Diaz thanked **Chair Von Huene** for her work as Chair.

Chair Sundaram thanked the commissioners for their help, support and making him feel welcome on the commission.

Commissioner Samara thanked **Chair von Huene** for her service.

ADJOURNMENT

A motion was made by Commissioner McNamamara, seconded by Vice Chair Diaz, that the meeting be adjourned at 7:50 p.m.

Aye: 5 - Commissioner Sundaram, Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

Absent: 2 - Commissioner Marinaro, and Commissioner Vega

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Planning Commission

06/15/2022 **6:00 PM City Hall Council Chambers and Zoom (Hybrid Meeting)**

The City of Santa Clara will be conducting Planning Commission meetings in a hybrid manner (in-person and virtual attendance). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution 22-9087, Commissioners may teleconference from remote locations. The City continues to provide methods for the public to participate remotely:

• Via Zoom:
o https://santaclaraca.zoom.us/j/91729202898
Webinar ID: 917 2920 2898 or
o Phone: 1(669) 900-6833
• Via the City's eComment (available during the meeting)

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.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. 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:
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- 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, please exit the meeting.

6:00 PM REGULAR MEETING

Call to Order

Chair Biagini called the meeting to order at 6:03 p.m.

Pledge of Allegiance and Statement of Values

Roll Call

Present 7 - Chair Nancy A. Biagini, Vice Chair Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, Commissioner Yuki Ikezi, Commissioner Lance Saleme, and Commissioner Yashraj Bhatnagar

DECLARATION OF COMMISSION PROCEDURES

Secretary Herro read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

A motion was made by Commissioner Ikezi, seconded by Commissioner Cherukuru to approve the consent calendar.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

1.A 22-823 Planning Commission Meeting Minutes of May 25, 2022 Meeting

Recommendation: Approve the Planning Commission Minutes of the May 25, 2022 Meeting

1.B 22-685 Action on a Variance to Maintain a One-Car Garage with a 597 Square Foot Addition to a Single-Family Residence at 723 Scott Boulevard

Recommendation: Approve the Variance to allow a 597 square foot rear addition to a single-family residence and maintain an attached one-car garage, subject to conditions of approval

1.C 22-753 Action on Use Permit to allow on-site sale and consumption of beer and wine for a new Mendocino Farms Sandwich Market at 2040 Wyatt Drive, Suite 110

Recommendation: Adopt a resolution approving a Use Permit to allow the on-site sale and consumption of beer and wine (ABC License Type 41) for a new Mendocino Farms Sandwich Market at 2040 Wyatt Street, suite 110, subject to conditions of approval.

PUBLIC PRESENTATIONS

Chair Biagini announced that this would be **Commissioner Ikezi's** last meeting serving as Planning Commissioner after serving in this capacity for 11 years and she is now termed out as of June 30, 2022. **Chair Biagini** commended her for her exceptional service to the City. Additional speakers recognizing **Commissioner Ikezi** included:
Vice Mayor Jain
Councilmember Becker
Councilmember Chahal
Former Councilmember O'Neill
Assistant Director of Community Development Reena Brilliot
Assistant City Attorney Alexander Abbe.

Commissioner Ikezi thanked the speakers and spoke regarding her experience on the Commission.

The meeting went into recess at 6:37 p.m.and reconvened at 6:49 p.m.

PUBLIC HEARING

2. 22-718 Actions on a Proposed Multi-family Residential Project to Develop 60 units (40 Townhomes and 20 Flats) at 3141 - 3155 El Camino Real

Recommendation: Alternatives:1, 2 and 4

1. Adopt a resolution to recommend the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 3155 El Camino Real Residential Project.
2. Adopt a resolution to recommend the City Council approve a rezoning from Thoroughfare Commercial (CT) to Planned Development (PD) to allow a 60 condominium unit development consisting of 40 townhomes and 20 flats, private street, landscaped open space, surface parking and site improvements, at a height of two and three stories. [Developer's Proposal]
4. Adopt a resolution to recommend the City Council approve the Tentative Tract Map to subdivide the land into residential condominiums and a common interest lot to serve the development.

Associate Planner Debby Fernandez provided the staff PowerPoint.
Tom Quaglia, Bayview Building, provided the applicant PowerPoint.

Public Speaker: Brett Zipse

Commissioners questioned and discussed off-site improvements by the applicant, including removal of the one-way vehicle bridge that spans Calabazas Creek located across from the site along Calabazas Boulevard, and the project and plans under study by the Valley Transportation Authority (VTA) and the City for future bike lanes along El Camino Real as a part of the draft Central Bikeway Study and its potential impact to the site if, and when, developed. The Planning Commission members also expressed concern regarding the loss of retail at this location with specific attention to the grocery market that serves the culturally diverse community.

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

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

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

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Cherukuru, seconded by Chair Biagini to approve staff recommendation 2 with upgrades for safety and bridge preservation, evaluations of the VTA bike plan to maintain an 8' minimum right of way, planting of trees, and have the City evaluate the overall impact along El Camino Real of losing local retail and potential relocation opportunities

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Cherukuru, seconded by Commissioner Huang to approve staff recommendation 4.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

3. 22-489 Public Hearing: Review of the Proposed FY 2022/23 and FY 2023/24 Biennial Capital Improvement Program Budget for Conformity with the City of Santa Clara 2010-2035 General Plan

Recommendation: Adopt a Resolution making findings on the conformity of the Proposed FY 2022/23 & FY 2023/24 Biennial Capital Improvement Program Budget with the 2010-2035 General Plan.

Principal Planner John Davidson provided a presentation.

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

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

4. 22-763 Election of Planning Commission Chair, Vice Chair and Secretary

Recommendation: There is no staff recommendation.

A motion was made by Chair Biagini to elect Commissioner Cherukuru as Chair of the Planning Commission.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Ikezi to elect Commissioner Herro as Vice Chair of the Planning Commission.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Huang to elect Commissioner Bhatnagar as Secretary of the Planning Commission.

Aye: 6 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, and Commissioner Saleme

Nay: 1 - Commissioner Bhatnagar

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Chair Biagini announced it has been a pleasure and honor serving as Chair for the past year and thanked the Commission for her opportunity to serve in this capacity. **Commissioners** thanked **Chair Biagini** for her service to the Commission.

Public Speaker:
Councilmember Becker welcomed the new elected Commissioners to their respective roles and thanked **Chair Biagini** for her outstanding leadership as Chair.

Commissioners spoke in recognition of **Commissioner Ikezi** commending her for her leadership, generosity, wisdom, mentorship, inspiration and contribution as a whole to the entire Santa Clara community while serving on the Planning Commission.

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

A motion was made by Chair Biagini, seconded by Commissioner Ikezi to expend funds for Commissioner attendance at the October APA California Conference taking place in Anaheim, California with a virtual attendance option.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Office Specialist IV Elizabeth Elliott provided updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

A motion was made by Commissioner Ikezi, seconded by Commissioner Huang to expend funds to purchase a Zoom Account tor shared use by the Planning Commission.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

3. City Council Actions

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

A motion was made by Commissioner Ikezi, seconded by Commissioner Huang to adjourn the meeting.

The meeting adjourned at 9:14 p.m. The next meeting is August 3, 2022 at 6 p.m.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

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Board Approved

City of Santa Clara

Meeting Minutes

Board of Library Trustees

05/02/2022 **6:00 PM** **Virtual Meeting**

Pursuant to the Government Code section 54953(e) and City of Santa Clara Resolution 22-9067, the Board of Library Trustees meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

• Via Zoom:

o https://santaclaraca-gov.zoom.us/j/97255938995

Webinar ID: 972 5593 8995 or

o Phone: 1(669) 900-6833

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

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- 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, please exit the meeting.

CALL TO ORDER AND ROLL CALL

Chair Ricossa called the meeting to order at 6:04 pm.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

CONSENT CALENDAR

A motion was made by Trustee Broughman, seconded by Vice Chair Evans, to approve the Consent Calendar. The motion passes 5-0.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

1 22-547 Action on the Meeting Minutes of April 4, 2022

Recommendation: Approve meeting minutes of April 4, 2022

2 22-610 Action on the Meeting Minutes of April 21, 2022

Recommendation: Approve meeting minutes of April 21, 2022

PUBLIC PRESENTATIONS

Santa Clara City Library Foundation and Friends Executive Director, JoAnn Davis, provided an update of Librarypalooza and upcoming book sales.

GENERAL BUSINESS

3 22-612 Review of Board of Library Trustees' Work Plan

Recommendation:

1. Review and approve work plan
2. Recommend representatives from the Board of Library Trustees to participate in City evaluation panels to assist in the choice of contractors for the Library Strategic Plan and Library Facilities Master Plan.

City Librarian Wong requested Trustee support in the evaluation process for the Library Facilities Master Plan and Library Strategic Plan. She informed the Board that up to two Trustees are able to participate in each Plan. The Trustees were sent documents prior to the meeting for review. Participating Trustees would be part of the evaluation team to review proposals and evaluate proponents.

Trustee Hintermeister had questions regarding the Board not being involved in the RFP process and supplying evaluation criteria and the timeline.

Trustee Tryforos and **Trustee Broughman** volunteered to be a part of the Library Facilities Master Plan evaluation.

Vice Chair Evans questioned what will be evaluated and what phase they would be involved in.

City Librarian Wong explained that teams for each work plan will be involved in phase two. They will look at proposals to see if they meet the criteria for what has been stated in the RFP including a community engaged process utilizing data sets, information sessions with staff and stakeholders such as the Board of Library Trustees. Evaluation will be based off how well they articulate the ability to complete all the pieces listed and the process itself (i.e. timeline and cost).

Chair Ricossa and **Vice Chair Evans** volunteered to be a part of the Library Strategic Plan evaluation.

City Librarian Wong reviewed the Community Room fee structure and policy. Proposed fee $20 for Santa Clara residents and non-profits per event and $90/hr for non-residents, no commercial use, no Technology fee, $30/hr if staff are required for extensive assistance during reservation. Next steps will incorporate proposed fee changes into the Budget Study Session occurring June 7, 2022 and will be considered by City Council on June 21, 2022 for July 1, 2022 implementation. She explained the fees only apply to the Redwood Room, Margie Edinger Room, Northside Community Room, and Mission Community Room.

Trustees would like to discuss smaller meeting rooms in the future.

STAFF REPORT

4 22-613 Board Development and Engagement

Recommendation: No recommendation: This item is informational only

Assistant City Librarian Goyal announced that **Vice Chair Evans** will be attending the Serving with a Purpose conference and **Trustee Hintermeister** will be attending the California Library Association conference.

Elections for the Board of Library Trustees Chair and Vice Chair will take place at the June 2022 meeting.

Trustee Broughman nominated **Vice Chair Evans** as Chair for next term. **Vice Chair Evans** accepted the nomination.

Vice Chair Evans nominated **Trustee Hintermeister** as Vice Chair for next term. **Trustee Hintermeister** accepted the nomination.

5 22-614 City Librarian Report on Library Programs and Activities

Recommendation: Note and file monthly update on Library activities

City Librarian Wong gave an update of Library programs such as the Ramadan program which attracted 415 participants, Día de los Niños, Dial a Story, and Summer Reading.

Personnel updates were reported including the upcoming recruitment of the Management Analyst position, interviews for the Northside Library Program Coordinator, and the new **Youth Services Librarian Michelle Ng**. The Library is hoping to fill 29 As-Needed positions ranging from Library Page, Library Assistant, and Technology Assistant. Once filled the Library will be able to extend hours of operation.

City Librarian Wong announced the expansion of the successful California State Library Parks Pass program run by **Adult Services Librarian Megan Tristao**. The program will expand to include 20 passes to state parks which covers parking and entry along with backpacks including maps and items that support engagement with nature.

Program Coordinator Aguirre reviewed the draft Collection Development Policy and collection development process.

Trustee Broughman had questions regarding award winning or violent books being banned. She congratulated staff on the work they have done. Expressed interest in sharing the policy with the Foundation and Friends.

Program Coordinator Aguirre informed the Board that anything can be challenged and go through the process via the Request of Reconsideration Form. It is up to the public to challenge books that they find objectionable.

Trustee Hintermeister expressed support for the policy and would like to make sure it gets implemented as described.

City Librarian Wong emphasized the importance of having the policy in place.

The Board will take action on the Collection the Development Policy at the next meeting.

TRUSTEES REPORT

Trustee Broughman showed concern for the relocation of the Read Santa Clara program from the Mission Library to the Central Park Library. She stated they are inaccessible to the public at their current location and would like their location to be reviewed.

City Librarian Wong agreed, and shared that Library Administration is looking for ways to make Read Santa Clara staff more accessible to the public.

Trustees discussed in person versus virtual Board of Library Trustee meetings. It was decided to continue virtual meetings for the time being.

Chair Ricossa thanked the Board for supporting Librarypalooza.

Vice Chair Evans thanked **Chair Ricossa** for all his work on Librarypalooza and all the staff for participating.

Trustee Broughman also thanked staff for their work.

City Librarian Wong thanked everyone for their help acknowledging the team effort.

ADJOURNMENT

The meeting was adjourned at 7:56 PM.

A motion was made by Trustee Broughman, seconded by Trustee Tryforos to adjourn the meeting.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans.

MEETING DISCLOSURES

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22-838 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Monthly Financial Status Report for May 2022 and Monthly Investment Reports for May 2022 and June 2022, and Approve the Related Budget Amendments

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report for May 2022 and monthly investment reports for May 2022 and June 2022 are submitted for your information. The financial reviews as of May 31, 2022 provide a year-to-date financial update to the City Council for fiscal year 2021/22. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Adopted Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Reports provide the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summaries for Capital Improvement Funds and fund reserve balances. Any significant variances are explained in the reports.

In accordance with City Council Policy 051 - Donations to the City, included in these reports are monthly activity and annual summary of donations received by department. Although the requirement of the policy is to report quarterly, in its ongoing effort to streamline reporting, the City will include this information monthly in the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)
The attached reports summarize the City's financial performance as of May 31, 2022 (Attachment 1). Financial analysis for these reports is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues at 82.5% of the budget through May 2022. Revenues are tracking close to the budgeted estimate and are higher when compared to last fiscal year (excluding transfers and various permits and charges for services that are now deposited into the new Building Development Services Fund). Concerns remain regarding longer term impacts of COVID-19 on City revenues, particularly Transient Occupancy Tax collections.
As shown in Attachment 1, General Fund expenditures were at 83.1% of budget through May 2022,

with departmental expenditures at 79.8% of the budget. It should be noted that as approved as part of the FY 2020/21 Budget Year-End Report, $11.2 million of the Fire Department and $14.7 million of the Police Department budgets were shifted to the newly established American Rescue Plan Act (ARPA) Fund. These expenditure levels reflect the shifting of eligible public safety charges to the ARPA Fund. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology, and vehicle purchases. Expenditures are projected to end the year below budget.

As shown in Attachment 1, total revenues through May 2022 for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 85.6% of the budget while total expenses were at 86.6% of the budget.

In the month of May, no additional donations were received, leaving the total donations at $93,920.

While economic conditions have improved significantly since the start of the pandemic, economic growth is projected to be slower. On a national level, the unemployment rate remained unchanged at 3.6% between May and June 2022. This rate was well below the record setting high of 14.7% in April 2020, and almost at the pre-pandemic unemployment rate of 3.5%. The number of unemployed persons remained virtually unchanged at 5.9 million between May and June 2022. This unemployment figure continues to remain above the pre-pandemic level of 5.7 million. In the third estimate for the first quarter of 2022, GDP decreased at an annual rate of 1.6%, following an increase of 6.9% in the fourth quarter of 2021. While GDP surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the June 2022 UCLA Anderson Forecast, GDP is expected to remain below the pre-pandemic trend through at least the end of 2024 with projected GDP growth of 2.8% in 2022, 2.0% in 2023, and 1.9% in 2024. These growth rates are down from the March 2022 Forecast that predicted growth of 4.3%, 2.8%, and 2.3%, respectively, for the same years. The UCLA Forecast points to a number of economic impediments, such as the war in Ukraine, COVID-19 lockdowns in China, supply chain constraints and inflation, that are affecting economic growth. The Forecast also expects unemployment to begin rising in 2023 as the economy slows and inflation to remain high for the next two years.

The June 2022 UCLA Anderson Forecast for California also calls for a shallower growth trend than before. Continued COVID-induced disruptions, supply chain issues, capacity constraints including tight labor markets, high energy prices, and financial capital issues will constrain growth. The California unemployment rate dropped to 4.3% in May 2022. California has now regained 2.56 million jobs, or 93% of the 2.71 million jobs lost due to COVID-19 in March and April 2020. The unemployment rate in this region continues to outperform the State and the nation. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 1.9% in May 2022, down from the May 2021 level of 5.0% and the pre-pandemic February 2020 level of 2.6%.

Staff will bring forward the General Fund revenues and the City's overall financial performance through June 30, 2022 at a later date as part of the Budgetary Year-End Report.

Monthly Investment Reports (Attachments 2 and 3)
All securities held by the City of Santa Clara as of May 31 and June 30, 2022 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 City's investment strategy for May and June 2022 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 form the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.39% in May and 1.43% in June.

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

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. As detailed in Attachment 4, actions are recommended in the Electric Utility Capital Fund to recognize a transfer from the Electric Utility Fund and increase the Transmission and Distribution Capital Maintenance and Betterments project. Another action is recommended to recognize developer contributions and establish the Juliet Substation Transformer Rerate and Installation project. In the Streets and Highways Capital Fund, an action is recommended to appropriate additional revenue to the Annual Street Maintenance and Rehabilitation Program project. Finally, in the Public Donations Fund, it is recommended to recognize and appropriate a donation from the Santa Clara Women's League in support of the Parks& Recreation Senior Health and Wellness Program.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Monthly Financial Status Report for May 2022, Monthly Investment Reports for May 2022 and June 2022 as presented and Approve the Related Budget Amendments.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Monthly Financial Status Report May 2022
2. Monthly Investment Report May 2022
3. Monthly Investment Report June 2022
4. FY 2022/23 Budget Amendments

City of Santa Clara
The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

May 2022

City of Santa Clara

Financial Status Report as of May 31, 2022

This report summarizes the City's financial performance for the month ended May 31, 2022. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2021/22 was $289.3 million. The budget for revenues and expenditures was amended to $272.0 million to reflect carryover appropriations from fiscal year 2020/21 and various budget amendments approved by the City Council through May 2022.

Through May, General Fund revenues are currently tracking to end the year close to budgeted levels. General Fund expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures. Overall, the General Fund is expected to end the year with additional ending fund balance.

Several economic indicators have improved since the start of the pandemic, with some close to pre-pandemic levels. On a national level, the unemployment rate remained unchanged at 3.6% between May and June 2022. This rate was well below the record setting high of 14.7% in April 2020, and almost at the pre-pandemic unemployment rate of 3.5%. In June, the number of unemployed persons remained virtually unchanged at 5.9 million. This unemployment figure remains slightly above the pre-pandemic level of 5.7 million.[1]

Chart 1. Unemployment rate, seasonally adjusted, June 2019 – June 2022

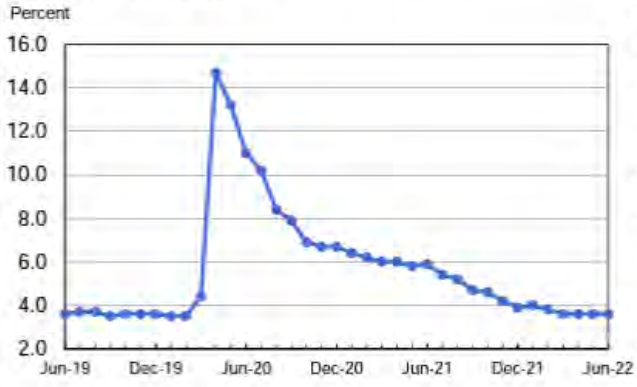
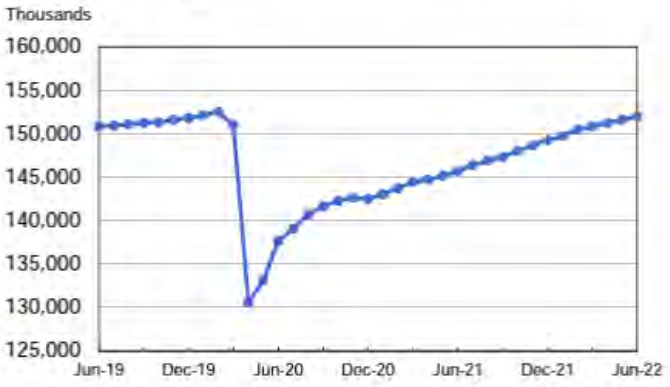


Chart 2. Nonfarm payroll employment, seasonally adjusted, June 2019 – June 2022

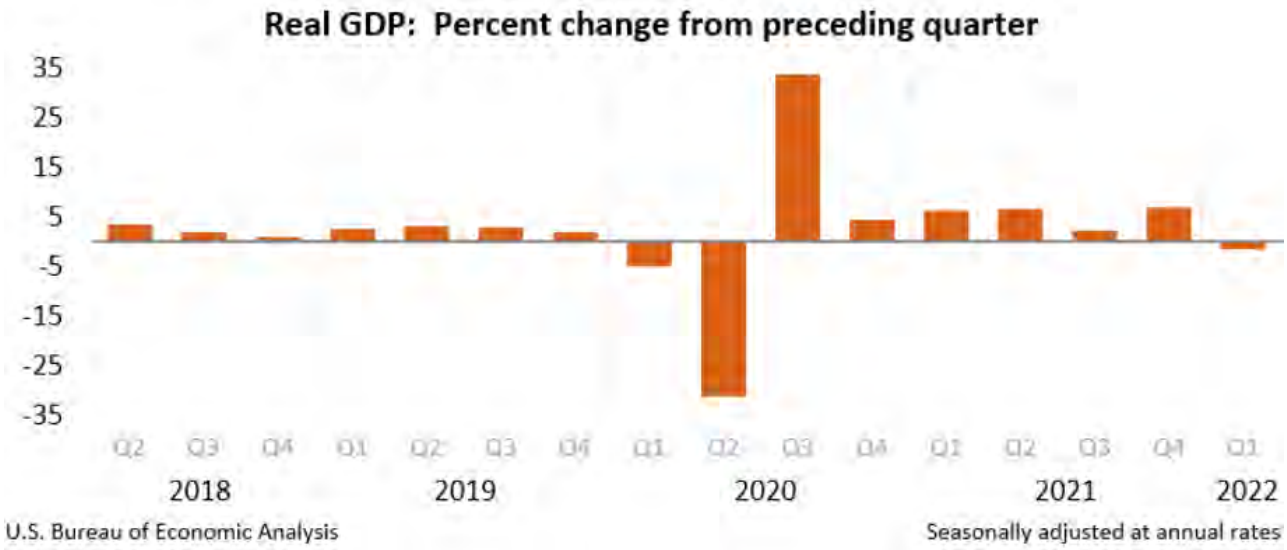


In the third estimate for the first quarter of 2022, GDP decreased at an annual rate of 1.6%, following an increase of 6.9% in the fourth quarter of 2021.[2] This decline is the result of the resurgence of COVID-19

[1] https://www.bls.gov/news.release/pdf/empsit.pdf

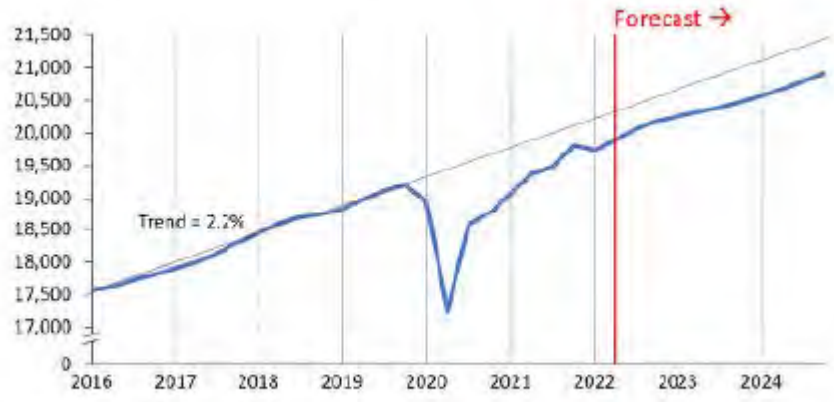
[2] https://www.bea.gov/sites/default/files/2022-06/tech1q22_3rd.pdf

cases and decreases in government pandemic assistance. Additionally, issues stemming from supply chain and widespread inflation are also factors in the estimated decrease.



While conditions have improved, economic growth is expected to slow. With this economic slowdown, the level of GDP is projected to remain below the pre-pandemic trend through at least the end of 2024 per the June 2022 UCLA Anderson Forecast. On an annual basis, the UCLA Forecast projects GDP growth of 2.8% in 2022, 2.0% in 2023, and 1.9% in 2024. These growth rates are down from the March 2022 Forecast that predicted growth of 4.3%, 2.8%, and 2.3%, respectively, for the same years. The UCLA Forecast points to a number of economic impediments, such as the war in Ukraine, COVID-19 lockdowns in China, supply chain constraints and inflation, that are affecting economic growth. The Forecast also expects unemployment to begin rising in 2023 as the economy slows and inflation to remain high for the next two years.[3]

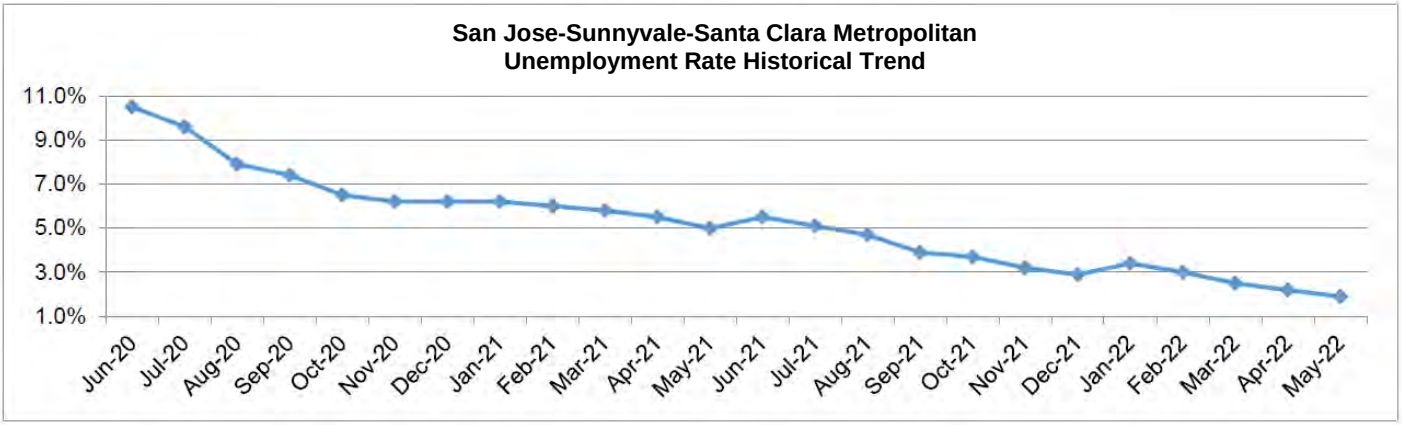
Exhibit 3: Real GDP Levels, Billions, Seasonally Adjusted Annual Rates



Source: UCLA Anderson Forecast and U.S. Bureau of Economic Analysis
Notes: $ Billions, chained 2012 prices

[3] UCLA Anderson Forecast, June 2022

The June 2022 UCLA Anderson Forecast for California also calls for a shallower growth trend than before. Continued COVID-induced disruptions, supply chain issues, capacity constraints including tight labor markets, high energy prices, and financial capital issues will constrain growth. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate dropped to 4.3% in May 2022, down from the revised April 2022 level of 4.6%. With the continued addition of jobs, California has now regained 2.56 million jobs, or 93% of the 2.76 million jobs lost due to COVID-19 in March and April 2020. Fewer than one million Californians are unemployed for the first time since February 2020.[4]



The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 1.9% in May 2022, down from the May 2021 level of 5.0% and the pre-pandemic February 2020 level of 2.6%. Between May 2021 and May 2022, employment in this region increased by 56,100 jobs, or 5.1%.The largest increases were in leisure and hospitality (up 20,400 jobs), professional and business services (up 11,300 jobs), and private educational and health services (up 6,900 jobs).[5]

[4] https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-may-2022/
[5] https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

General Fund Revenues

As of May 31, 2022, $187.6 million or 82.5% of the General Fund estimated revenue (excluding transfers) was received. Based on the timing of payments, a higher percentage of revenues are collected in the second half of the fiscal year. Transfers and use of reserves of $44.7 million have occurred as budgeted. Revenues are tracking close to the budgeted estimate and are higher when compared to collections last fiscal year (excluding transfers and various permits and charges for services that are now deposited into the new Building Development Services Fund).

CITY OF SANTA CLARA
GENERAL FUND
REVENUES OVERVIEW AND COMPARISON BY TYPE

	FISCAL YEAR 2021/22				PY REVENUE COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 05/31/2022	Percentage Received	Actual Through 05/31/2021	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 58,183,000	$ 58,183,000	$ 43,166,427	74.19%	$ 41,180,474	$ 1,985,953	4.82%
Property Tax	71,559,000	71,559,000	61,231,446	85.57%	57,163,408	4,068,038	7.12%
Transient Occupancy Tax	9,000,000	9,000,000	6,265,731	69.62%	2,221,617	4,044,114	182.03%
Other Taxes	6,080,000	6,080,000	5,664,326	93.16%	4,676,548	987,778	21.12%
Total Taxes	**144,822,000**	**144,822,000**	**116,327,930**	**80.32%**	**105,242,047**	**11,085,883**	**10.53%**
LICENSES & PERMITS							
Business Licenses	900,000	900,000	752,875	83.65%	756,762	(3,887)	-0.51%
Fire Operation Permits	2,200,000	2,200,000	1,727,810	78.54%	1,680,643	47,167	2.81%
Building Permits	-	-	-	N/A	5,795,642	(5,795,642)	-100.00%
Electric Permits	-	-	-	N/A	1,071,937	(1,071,937)	-100.00%
Plumbing Permits	-	-	-	N/A	744,669	(744,669)	-100.00%
Mechanical Permits	-	-	-	N/A	846,597	(846,597)	-100.00%
Miscellaneous Permits	60,000	60,000	74,716	124.53%	56,271	18,445	32.78%
Total Licenses & Permits	**3,160,000**	**3,160,000**	**2,555,401**	**80.87%**	**10,952,521**	**(8,397,120)**	**-76.67%**
FINES & PENALTIES	**1,496,135**	**1,496,135**	**356,703**	**23.84%**	**328,566**	**28,137**	**8.56%**
INTERGOVERNMENTAL	**26,205,801**	**2,837,454**	**2,840,893**	**100.12%**	**2,168,960**	**671,933**	**30.98%**
CHARGES FOR SERVICES	**30,003,443**	**30,008,443**	**28,017,221**	**93.36%**	**28,834,681**	**(817,460)**	**-2.83%**
SILICON VALLEY POWER TRANSFER	**24,700,000**	**24,700,000**	**23,625,595**	**95.65%**	**22,314,861**	**1,310,734**	**5.87%**
USE OF MONEY & PROPERTY							
Interest	2,600,000	2,600,000	1,565,380	60.21%	1,611,314	(45,934)	-2.85%
Rent	9,115,722	9,298,022	8,906,545	95.79%	8,249,169	657,376	7.97%
Total Use of Money & Property	**11,715,722**	**11,898,022**	**10,471,925**	**88.01%**	**9,860,483**	**611,442**	**6.20%**
MISCELLANEOUS REVENUES	**198,000**	**198,000**	**644,555**	**325.53%**	**4,296,128**	**(3,651,573)**	**-85.00%**
LAND PROCEED	**-**	**-**	**-**	**N/A**	**-**	**-**	**N/A**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,460,000	(6,000)	-0.41%
Operating Transfer In - Reserves	32,390,871	32,758,819	32,758,819	100.00%	39,468,333	(6,709,514)	-17.00%
Operating Transfer In - Fund Balances[1]	-	4,817,658	4,817,658	100.00%	4,273,692	543,966	12.73%
Operating Transfer In - Miscellaneous	5,005,399	5,651,151	5,651,151	100.00%	6,403,073	(751,922)	-11.74%
Total Other Financing Sources	**38,850,270**	**44,681,628**	**44,681,628**	**100.00%**	**51,605,098**	**(6,923,470)**	**-13.42%**
STADIUM OPERATION							
Charges for Services	7,466,069	7,466,069	2,463,515	33.00%	2,155,626	307,889	14.28%
Rent and Licensing	717,500	717,500	297,359	41.44%	-	297,359	N/A
Total Stadium Operation	**8,183,569**	**8,183,569**	**2,760,874**	**33.74%**	**2,155,626**	**605,248**	**28.08%**
TOTAL GENERAL FUND	**$ 289,334,940**	**$ 271,985,251**	**$ 232,282,725**	**85.40%**	**$ 237,758,971**	**$ (5,476,246)**	**-2.30%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2021 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of May 31, 2022, $43.2 million has been collected, which is up $2.0 million from the prior year level and reflects actual payments for the three quarters of the fiscal year. Cash receipts were down 5.0% in the first quarter, up 14.8% in the second quarter, and up 4.5% in the third quarter; overall, receipts are up 4.6% through the first three quarters of FY 2021/22. On an economic basis, local business activity was up 20.8% in the third quarter of the fiscal year, with increases in all sectors as follows: business to business up 16.1%; general retail up 20.6%; food products up 46.5%; transportation up 29.9%; and construction up 1.9%.The County pool was down 1.4% in the third quarter. The County pool, which includes internet sales, accounts for approximately 20% of the sales tax the City receives. Overall, annual Sales Tax growth of 3.6% is needed to meet the budgeted estimate of $58.2 million. Based on collections to date, receipts are projected to slightly exceed the budget.

Property Tax: Through May, $61.2 million has been received, or 85.6% of the budgeted property tax estimate. The majority of property tax revenue is collected in February and April each year. Based on information from the County of Santa Clara, property tax receipts are projected to end the year above the Adopted Budget estimate of $71.6 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 11.5% as of January 2022. Through May 31, 2022, approximately $6.3 million has been received, which is significantly higher than receipts through the same period last fiscal year of $2.2 million. However, receipts remain well below pre-COVID 19 levels (FY 2018/19 annual collections of $22.5 million). To meet the budgeted estimate, collections will need to triple from just under $3.0 million in FY 2020/21 to $9.0 million in FY 2021/22. With the January 2022 rate increase, TOT receipts are projected to end the year close to the budgeted estimate.

Other Taxes: Includes franchise tax ($3.7 million) and documentary transfer tax ($2.0 million). The City has collected $5.7 million through May, which is 21% above receipts received through the same period last fiscal year. The strong growth in this category is driven by the documentary transfer tax performance, which is up 62% from the prior year. Franchise tax collections are slightly above collections from prior year levels by approximately 7.1%. Growth of 4.4% is needed to meet the budgeted estimate of $6.1 million. Collections are projected to exceed the budgeted estimate.

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing and mechanical permits have all been budgeted in the new Building Development Services Fund, which is reflected in the Special Revenue section of this report. Licenses and permits revenue collections total $2.6 million, or 80.8% of the budget of $3.2 million. Receipts are tracking below estimated levels through May and may end the year below the budgeted estimate.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue of $0.4 million collected in this category through May is tracking to end the year well below the

budgeted estimate of $1.5 million largely due to the waiving of late fees on utility billing in response to COVID-19.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through May 31, 2022, $2.8 million has been received, which is higher than receipts through the same period last year and primarily reflects reimbursements for fire mutual aid services. The federal stimulus funds ($26 million) have been moved to a separate American Rescue Plan Act Fund, which is reflected in this report.

Charges for Services: Includes various engineering fees, administrative fees, and community service revenue from various recreational activities. Through May, collections totaled approximately $28.0 million or 93.4% of the budget. This reflects a 2.8% decrease compared to last year's collections through the same period of $28.8 million. The decrease is mainly attributable to the plan check and sign fees now being recorded in the newly established Building Development Services Fund. This decrease is partially offset by higher collections in the planning and zoning fees, fire construction permits, Fire CUPA fees, and miscellaneous charges for services categories. Collections are tracking close to the budgeted estimate.

Silicon Valley Power Transfer: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. As of May 31, 2022, $23.6 million has been received which is on par for this time of year. This collection level, however, is based on the budgeted estimate and will be trued up at the end of the fiscal year. Growth of less than 1% from the prior year is needed to meet the budgeted estimate of $24.7 million.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled $10.5 million, or 88.0% of the budget. This reflects a $0.6 million increase from prior year collection levels, primarily due to higher rent collections.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through May 31, 2022, collections of $0.6 million have exceeded the budgeted estimate of $0.2 million; however, are significantly lower than prior year collections of $4.3 million as a result of a one-time payment in FY 2020/21.

Stadium Operation: Through May, charges for services collected through the Stadium totaled $2.8 million, which is below par for this time of year. This is due in part to the timing of when the City receives reimbursements. Current year collections are approximately 28% higher than collections through the same period last year resulting from the reopening of Stadium for events.

General Fund Expenditures

As of May 31, 2022, $226 million or 83.1% of the General Fund operating budget had been expended. Departmental expenditures totaled $176 million, or 79.8% of the budget, which is below the par level of 91.7% of the budget. As part of the FY 2020/21 Budgetary Year-End Report, $26 million of the Police and Fire Department's budgets was reallocated to the newly established ARPA Fund. Both the budget and associated expenditures have been shifted to the new fund. Fund Transfers of $44.1 million have occurred as budgeted.

Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures, expenditures are expected to end the year below budget.

CITY OF SANTA CLARA
GENERAL FUND
EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

	FISCAL YEAR 2021/22				PY EXPENDITURES COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 05/31/2022	Percentage Used	Actual Through 05/31/2021	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 6,824,333	$ 7,571,155	$ 3,740,875	49.41%	$ 2,811,812	$ 929,063	33.04%
City Council	829,205	829,205	719,358	86.75%	662,423	56,935	8.59%
City Clerk	1,470,231	1,718,169	1,206,163	70.20%	1,538,082	(331,919)	-21.58%
City Manager	5,442,069	6,276,486	4,503,148	71.75%	4,452,498	50,650	1.14%
City Attorney	3,097,380	3,119,380	2,224,952	71.33%	2,095,519	129,433	6.18%
Human Resources	4,133,810	4,389,886	3,361,205	76.57%	2,839,498	521,707	18.37%
Finance	17,439,442	18,071,518	14,655,473	81.10%	14,252,950	402,523	2.82%
Total General Government	**39,236,470**	**41,975,799**	**30,411,174**	**72.45%**	**28,652,782**	**1,758,392**	**6.14%**
PUBLIC WORKS	**23,201,356**	**24,426,913**	**20,173,587**	**82.59%**	**20,507,368**	**(333,781)**	**-1.63%**
COMMUNITY DEVELOPMENT	**5,070,207**	**5,480,607**	**4,221,200**	**77.02%**	**12,479,594**	**(8,258,394)**	**-66.18%**
PARKS AND RECREATION	**20,982,990**	**21,433,077**	**16,533,474**	**77.14%**	**15,394,483**	**1,138,991**	**7.40%**
PUBLIC SAFETY							
Fire	60,581,403	51,239,214	43,414,806	84.73%	53,704,862	(10,290,056)	-19.16%
Police	79,870,137	65,242,662	53,147,505	81.46%	67,975,690	(14,828,185)	-21.81%
Total Public Safety	**140,451,540**	**116,481,876**	**96,562,311**	**82.90%**	**121,680,552**	**(25,118,241)**	**-20.64%**
LIBRARY	**10,764,727**	**10,895,605**	**8,124,638**	**74.57%**	**7,613,292**	**511,346**	**6.72%**
DEPARTMENTAL TOTAL	**239,707,290**	**220,693,877**	**176,026,383**	**79.76%**	**206,328,071**	**(30,301,688)**	**-14.69%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	23,250,142	24,665,526	24,665,526	100.00%	1,014,286	23,651,240	2331.81%
Operating Transfer Out - Debt Services	2,501,439	2,501,439	2,501,439	100.00%	2,500,344	1,095	0.04%
Operating Transfer Out - Maintenance Dtrct	771,349	771,349	771,349	100.00%	926,920	(155,571)	-16.78%
Operating Transfer Out - Cemetery	850,000	850,000	850,000	100.00%	771,769	78,231	10.14%
Operating Transfer Out - CIP	11,773,925	11,773,925	11,773,925	100.00%	19,678,672	(7,904,747)	-40.17%
Operating Transfer Out - Reserves	3,309,009	3,511,009	3,511,009	100.00%	7,270,948	(3,759,939)	-51.71%
Total Other Financing Uses	**42,455,864**	**44,073,248**	**44,073,248**	**100.00%**	**32,162,939**	**11,910,309**	**37.03%**
STADIUM OPERATION	**7,171,786**	**7,218,126**	**5,874,848**	**81.39%**	**1,399,815**	**4,475,033**	**319.69%**
TOTAL GENERAL FUND	**$ 289,334,940**	**$ 271,985,252**	**$ 225,974,479**	**83.08%**	**$ 239,890,825**	**$ (13,916,346)**	**-5.80%**

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances through May by department.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Expenditures totaled $3.7 million, or 49.4% of the budget through May. These expenditures are well below the par level of 91.7%, which is due in part to the unexpended separation payout allocation of $1.8 million. Expenditures are tracking above the prior year level of $2.8 million. This is a result of the reallocation of City memberships from the City Manager's Office to the Non-Departmental budget. Additionally, salaries, overtime, and contractual services are higher than last fiscal year due to an increase in the permitting system licensing costs.

City Attorney: Through May, actual expenditures totaled approximately $2.2 million, or 71.3% of the budget which is below par at 91.7% of the budget. This is mainly attributable to lower salary and as-needed spending. Spending is above the total expenditures through the same time last fiscal year by 6.2%. This is a result of the reallocation of contractual services from the Special Liability Insurance Fund to the City Attorney's Office operating budget. Additionally, higher separation payout expenditures occurred this fiscal year compared to last fiscal year.

City Clerk: Through May, actual expenditures were tracking below budget at $1.2 million or approximately 70.2% of the budget. This reflects a decrease of 21.6% over last year's spending through the same period. The primary driver for the decrease in spending is the Granicus costs which are paid every other year.

City Council: Through May, expenditures were at 86.8% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending increase of approximately 8.6% which is a result of higher as-needed and separation payout expenditures compared to last fiscal year.

City Manager: The actual expenditures through May totaled $4.5 million, or 71.8% of the budget, which is below par for this time of the year. Expenditures are consistent with the spending level through the same period last fiscal year. Separation payouts and as-needed expenditures are higher compared to last fiscal year. This increase is offset by lower advertising and contractual services expenditures.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. Effective this fiscal year, the Building division of this department has been moved to the newly established Building Development Services Fund, which falls under the special revenue section of this report. Through May, departmental expenditures for the Planning and Housing and Community Services divisions totaled $4.2 million, or approximately 77%, which is below the par level of 91.7%. This is a result of vacancies in the department as well as lower contractual services spending. Expenditures were also well below the spending through the same period last fiscal year due to the change in funding for the Building Division.

Finance Department: Through May, the Department's expenditures totaled $14.7 million, or 81.1% of the budget, which is below par. This is mainly attributable to lower expenditures in the as-needed and contractual services categories. This expenditure level was slightly above the prior year level.

Fire Department: Through May, actual expenditures in the General Fund totaled $43.4 million, or 84.7% of the budget, which is below par. These expenditures reflect a 19.2% decrease from expenditures through the same period last fiscal year. This is a result of the shifting of approximately $11.2 million of eligible expenditures to the newly established ARPA Fund.

Overtime expenditures are tracking at 111.3% of the budget. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs. Fire Department expenditures have also been impacted by mutual aid deployments to address wildland fires (Caldor, Dixie, River and Beckwourth complex fires), for which the City is reimbursed for its costs. As approved by City Council on April 19, 2022, $1.8 million of wildland reimbursements was recognized and appropriated to the Fire Department ($0.9 million was added to the Department's overtime budget, $0.2 million was added to the non-personnel budget, while $0.7 million transferred to the Vehicle Replacement Fund to cover costs for a fire engine replacement).

Library Department: Through May, actual expenditures totaled $8.1 million, or 74.6% of the budget, which is below par, but approximately 6.7% higher than expenditure levels through the same period last fiscal year. COVID-19 precautions have continued to impact Library operations this year, resulting in lower expenditures. A phased reopening is in progress, but this schedule was delayed due to the increase in COVID-19 cases resulting from the latest variants.

Parks and Recreation Department: Through May, actual expenditures totaled approximately $16.5 million, or 77% of the budget, which is below par, but is slightly higher than the prior year actuals of $15.4 million. The department has resumed most activities that were previously impacted by COVID-19 restrictions. However, some programming continues to be impacted by staff vacancies.

Police Department: Through May, actual expenditures in the General Fund totaled $53.1 million, or 81.5% of the budget, which is below par. Expenditures are significantly below the spending levels last fiscal year in the General Fund due to the ARPA funds received by the City. As mentioned above, eligible expenditures totaling $14.7 million, have been shifted to the ARPA Fund.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Through May, stadium expenditures totaled $5.9 million, or 81.4% of the budget. This is significantly higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of May 31, 2022. The amended budget for both reflects carryover appropriations from fiscal year 2021/22 in addition to budget amendments approved by the City Council through May 2022. Effective July 1, 2021, all Building Division revenues and expenditures are now budgeted and accounted for in the new Building Development Services Fund, which is included in the table below. Additionally, as approved by City Council on December 14, 2021 as part of the FY 2020/21 Budgetary Year-End Report, the ARPA Fund was established. Approximately $14.9 million and $11.3 million was moved from the Police Department and Fire Department, respectively, to the new ARPA Fund in order to separately track public safety expenditures eligible to be covered by these funds. The shift of public safety expenditures is reflected below. Revenues totaled approximately $43.8 million, while expenditures totaled approximately $52.7 million through the end of May. Overall, both revenues and expenditures are tracking below par.

CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 5/31/2022	Percentage received	Actual Through 5/31/2021	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 261,000	$ 261,000	$ 520,662	199.49%	$ 347,460	$ 173,202	49.85%
City Affordable Housing Fund	657,000	6,657,000	4,483,700	67.35%	568,400	3,915,300	688.83%
Housing Successor Fund	350,000	5,550,000	6,187,165	111.48%	1,309,257	4,877,908	372.57%
Housing and Urban Development	1,957,103	5,091,979	2,973,735	58.40%	2,860,133	113,602	3.97%
Building Development Services Fee Fund	13,630,000	13,630,000	16,355,098	119.99%	0	16,355,098	N/A
American Rescue Plan Act Fund	0	26,231,326	13,283,413	50.64%	0	13,283,413	N/A
TOTAL	**$ 16,855,103**	**$ 57,421,305**	**$ 43,803,773**	**76.28%**	**$ 5,085,250**	**$ 38,718,523**	**761.39%**

	EXPENDITURES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 5/31/2022	Percentage used	Actual through 5/31/2021	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 363,099	$ 483,099	$ 139,702	28.92%	$ 132,982	$ 6,720	5.05%
City Affordable Housing Fund	1,431,111	12,852,650	929,754	7.23%	802,623	127,131	15.84%
Housing Successor Fund	915,640	17,960,001	12,380,972	68.94%	563,626	11,817,346	2096.66%
Housing and Urban Development	3,684,839	5,509,660	3,129,428	56.80%	2,803,472	325,956	11.63%
Building Development Services Fee Fund	12,256,059	14,757,132	9,870,363	66.89%	0	9,870,363	N/A
American Rescue Plan Act Fund	0	26,231,326	26,231,326	100.00%	0	26,231,326	N/A
TOTAL	**$ 18,650,748**	**$ 77,793,868**	**$ 52,681,545**	**67.72%**	**$ 4,302,703**	**$ 48,378,842**	**1124.38%**

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through May 2022. As of May 31, 2022, these capital fund expenditures totaled $25.1 million, or 18.5% of the amended budget. As part of the adoption of the FY 2021/22 and FY 2022/23 operating budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2021. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the December 14, 2021 Council meeting. These adjustments are reflected below.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

	EXPENDITURES - FISCAL YEAR 2021/22				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2022	Percentage Used
Parks & Recreation	$ 12,737,692	$ 12,169,765	$ 24,907,457	$ 1,825,317	7.33%
Streets & Highways	39,594,117	38,569,145	78,163,262	12,993,026	16.62%
Storm Drain	6,868,140	3,053,568	9,921,708	2,647,833	26.69%
Fire	948,762	838,709	1,787,471	516,265	28.88%
Library	24,374	190,107	214,481	18,514	8.63%
Public Buildings	3,518,471	3,466,169	6,984,640	2,508,400	35.91%
General Gov't - Other	2,399,662	8,838,081	11,237,743	3,692,966	32.86%
Related Santa Clara Developer	1,198,862	1,166,044	2,364,906	890,239	37.64%
Tasman East Specific Infrastructure Improvement Fund	23,757	4,836	28,593	13,870	48.51%
TOTAL	**$ 67,313,837**	**$ 68,296,424**	**$ 135,610,261**	**$ 25,106,430**	**18.51%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of May 31, 2022. Overall, revenues and expenditures are tracking below budgeted levels with revenues tracking at 85.6% of the budget and expenditures tracking at 86.6% of the budget.

Both revenues and expenditures are tracking above last fiscal year levels reflecting current activity levels. The increase in expenditures in the Electric Utility is primarily due to the higher debt retirement costs as well as higher resource costs related to transmission and wheeling (transportation of electric energy from within an electrical grid to an electrical load outside the grid boundaries). In the Solid Waste Utility Fund, expenditures are up primarily in the garbage collections, disposal and recycling accounts resulting from higher contractual services costs.

CITY OF SANTA CLARA
ENTERPRISE OPERATING FUNDS
REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 5/31/2022	Percentage received	Actual Through 5/31/2021	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 555,810,147	$ 555,810,147	$ 474,939,962	85.45%	$ 435,167,422	$ 39,772,540	9.14%
Water Utility Fund	49,489,630	49,489,630	43,862,224	88.63%	43,592,829	269,395	0.62%
Sewer Utility Fund	58,344,697	58,344,697	47,838,824	81.99%	35,721,735	12,117,089	33.92%
Cemetery Fund	600,000	606,500	688,424	113.51%	518,511	169,913	32.77%
Solid Waste Utility Fund	33,610,000	33,764,000	29,418,589	87.13%	22,570,281	6,848,308	30.34%
Water Recycling Fund	5,703,831	5,703,831	5,324,939	93.36%	4,813,381	511,558	10.63%
TOTAL REVENUE	**$ 703,558,305**	**$ 703,718,805**	**$ 602,072,962**	**85.56%**	**$ 542,384,159**	**$ 59,688,803**	**11.00%**

	EXPENSES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 5/31/2022	Percentage Used	Actual through 5/31/2021	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 511,251,732	$ 512,507,550	$ 452,143,455	88.22%	$ 371,249,017	$ 80,894,438	21.79%
Water Utility Fund	47,197,617	47,580,260	37,061,187	77.89%	36,748,934	312,253	0.85%
Sewer Utility Fund	30,565,333	30,707,268	27,949,605	91.02%	25,443,738	2,505,867	9.85%
Cemetery Fund	1,480,235	1,486,735	1,277,348	85.92%	1,179,575	97,773	8.29%
Solid Waste Utility Fund	33,323,675	37,135,208	27,412,248	73.82%	23,460,558	3,951,690	16.84%
Water Recycling Fund	5,709,582	6,709,582	4,756,485	70.89%	5,172,141	(415,656)	-8.04%
TOTAL - Operating Appropriations	**$ 629,528,174**	**$ 636,126,603**	**$ 550,600,328**	**86.56%**	**$ 463,253,963**	**$ 87,346,365**	**18.85%**

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the

resource and production costs on the expenditure side for these funds. The lower the revenue from customer service charges, the lower the expenditures in the resource and production category.

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through May 2022 totaled approximately $95.6 million, or 33.3% of the amended budget. Expenditures in the Sewer Utility Capital Fund were significantly higher as a result of the Regional Wastewater Facility project, which is managed alongside the City of San José. The Convention Center Capital Fund also has higher expenditures than through the same period last fiscal year resulting from the completion of various improvements to the Convention Center. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2021/22 and FY 2022/23 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the December 14, 2021 Council meeting. These adjustments are reflected below.

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENSES

	EXPENSES - FISCAL YEAR 2021/22					Prior Year
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2022	Percentage Used	Actual Through 5/31/2021
Electric Utility Fund	$ 104,240,775	$ 82,265,773	$ 186,506,548	$ 46,138,780	24.74%	$ 38,234,275
Street Lighting [1]	4,054	5,918,610	5,922,664	100,461	1.70%	45,940
Water Utility Fund	10,800,672	2,700,000	13,500,672	5,453,432	40.39%	7,360,089
Sewer Utility Fund	50,936,282	23,050,119	73,986,401	40,703,942	55.02%	14,671,775
Cemetery Fund	60,044	248,365	308,409	22,508	7.30%	-
Solid Waste Utility Fund	793,377	174,826	968,203	807,181	83.37%	443,794
Water Recycling Fund	50,000	-	50,000	3,540	7.08%	2,063
Convention Center Capital Fund	1,793,030	3,642,265	5,435,295	2,354,063	43.31%	644,193
TOTAL - CIP Appropriations	**$ 168,678,234**	**$ 117,999,958**	**$ 286,678,192**	**$ 95,583,907**	**33.34%**	**$ 61,402,129**

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2021/22, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

CITY OF SANTA CLARA
RESERVE BALANCES
May 31, 2022

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	$ 53,615,817		
Capital Projects Reserve	8,712,039		
Land Sale Reserve	20,732,270		
Technology Fee Reserve	1,426,174		
Rate Stabilization Fund Reserve		$ 44,898,011	
Cost Reduction Fund Reserve		112,838,357	
DVR Power Plant Contracts Reserve		78,163	
Replacement & Improvement			$ 303,090
TOTALS	**$ 84,486,299**	**$ 157,814,531**	**$ 303,090**

Note: The Capital Projects Reserve includes funding of $3.2 million set aside for projects programmed in FY 2022/23 through FY 2024/25 in the prior CIP.

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through May 2022. The loan from the General Fund to Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

Fund Receiving Advance/Loan	Fund Making Advance/Loan	Type	Amount of Advance/ Commitment
Cemetery	General Fund	Advance	$ 7,961,149
Parks and Recreation Facilities	General Fund	Loan	8,761,865
TOTALS			**$ 16,723,014**

Note: The write-off of the loan to the Cemetery Fund was approved by the City Council on June 7, 2022 as part of the February/March Monthly Financial Report.

Donations to the City of Santa Clara

There were no donations received during the month of May 2022, leaving the total donations for fiscal year 2021/22 at $93,920, as shown below.

Department	May-22	Fiscal Year 2021/22 Year To Date	Designated Use
City Manager's Office	$ -	$ 190	Help Your Neighbor
Fire	-	300	Fire Prevention
Parks & Recreation	-	12,850	Case Management
Parks & Recreation	-	1,675	Wade Brummal
Parks & Recreation	-	1,405	Roberta Jones Jr. Theater
Police	-	75,000	PD Team 200
Police	-	2,500	PD Training Simunition Gear
TOTALS	**$ -**	**$ 93,920**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

May 2022

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 May 31, 2022 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 May 31, 2022.

	COST VALUE	PERCENTAGE
City	$822,624,575	99.48%
SOSA	5,068	0.00%
HA	4,269,642	0.52%
Unrestricted	$826,899,285	100.00%
Restricted Bond Proceeds	2,147,890	
Total Investments	$829,047,175	

On May 31, 2022 the cost value and market value of the City's unrestricted pooled investment portfolio were $826,899,285 and $805,776,905 respectively.

Investment Strategy and Market Update

The City's investment strategy for May 2022 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.

On July 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of May 31, 2022, 42.71% of the City's portfolio consists of U.S. Treasury Notes, 24.19% consists of Federal Agencies, 20.09% consists of investment grade Corporate Notes, 7.23% consists of Local Agency Investment Fund (LAIF), 2.22% consists of investment grade Supranational Obligations, 1.39% consists of investment grade Asset-Back Securities, 1.33% consists of Negotiable Certificates of Deposit, and 0.50% consists of investment grade Municipal Bonds. 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 portfolio yield, including LAIF and money market accounts, was 1.39% and the average maturity of the City's portfolio was 2.03 years.

During 2022 annual Investment Policy review, the City updated on February 22, 2022 its performance benchmark to 24-Month moving average yield of the ICE BaML 1-5 US Treasury Index, from 0-5 US Treasury Index, as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. Nevertheless, it is important to note full implementation will be effective July 1, 2022 to allow thoughtful realignment of portfolio securities.

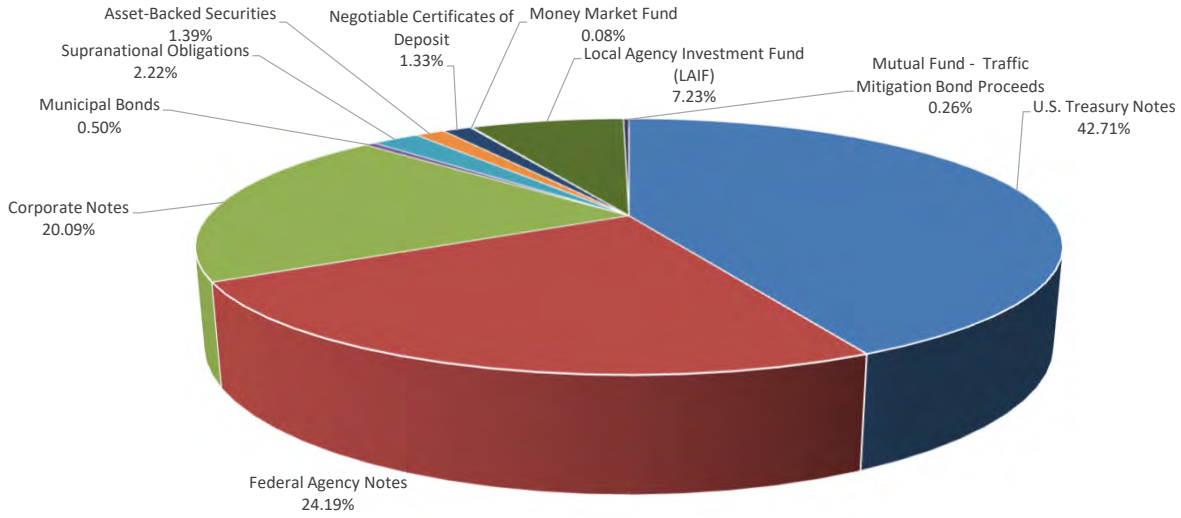
The City's securities portfolio compared to the ICE BaML 1-5 US Treasury Index (Benchmark) and ICE BaML 0-5 US Treasury Index as of May 31, 2022 was as follows:

Description	Average Maturity (Years)	Yield to Maturity (At Cost)[1]
Santa Clara Portfolio	2.18	1.47%
Benchmark – 1-5 US Treasury	2.70	0.71%
0-5 US Treasury Index	2.20	0.62%

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS MAY 31, 2022

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	354,105,237	42.71%	No Limit
Federal Agency Notes	200,567,019	24.19%	80%
Corporate Notes	166,525,011	20.09%	25%
Municipal Bonds	4,145,000	0.50%	20%
Supranational Obligations	18,376,628	2.22%	20%
Asset-Backed Securities	11,553,044	1.39%	10%
Negotiable Certificates of Deposit	11,000,000	1.33%	30%
Money Market Fund	697,988	0.08%	10% Per Fund
Local Agency Investment Fund (LAIF)	59,929,358	7.23%	$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,147,890	0.26%	10% Per Fund
TOTAL INVESTMENTS	$ 829,047,175	100.00%	

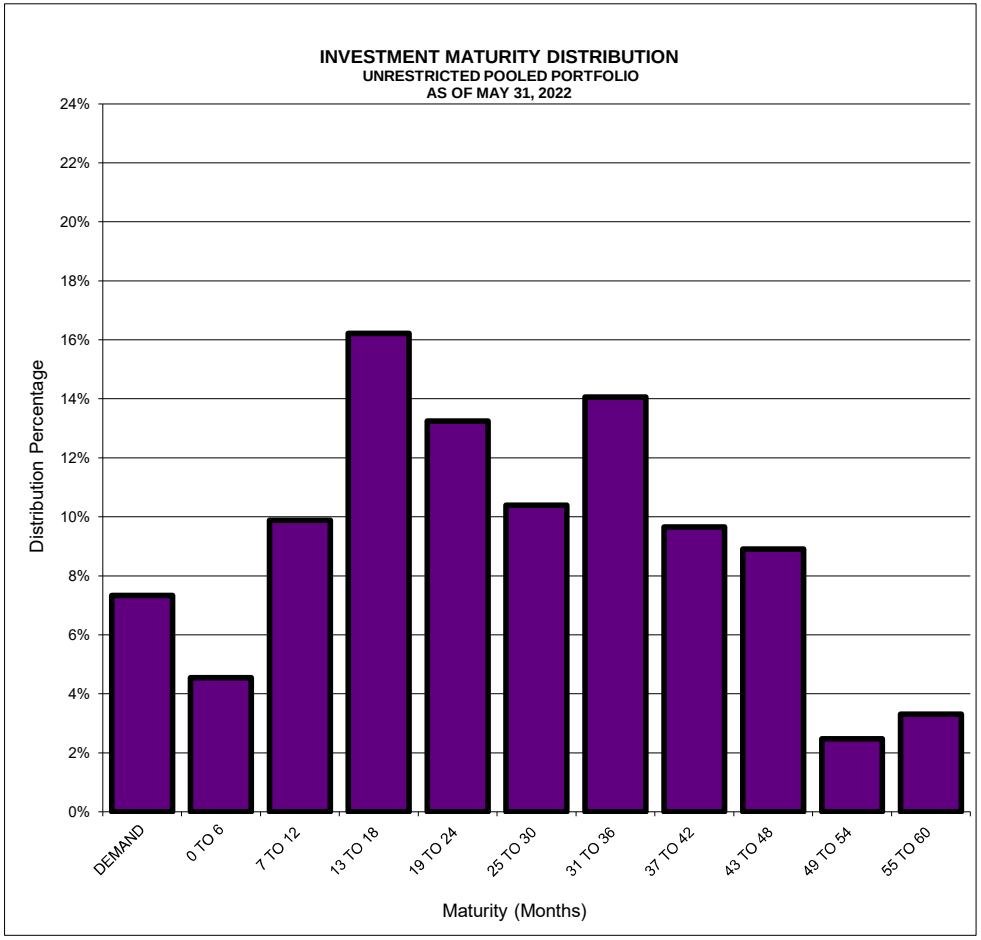


INVESTMENT MATURITY DISTRIBUTION
AS OF MAY 31, 2022
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 60,627,346 (a)	2	7.33%
0 TO 6	37,508,654	9	4.54%
7 TO 12	81,716,979	13	9.88%
13 TO 18	134,114,963	23	16.22%
19 TO 24	109,492,806	23	13.24%
25 TO 30	85,920,501	13	10.39%
31 TO 36	116,236,516	20	14.06%
37 TO 42	79,794,370	16	9.65%
43 TO 48	73,637,353	17	8.91%
49 TO 54	20,407,910	4	2.47%
55 TO 60	27,441,887	7	3.31%
TOTAL	$ 826,899,285	147	100.00%

Average Maturity of Unrestricted Pool: **2.03** **Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.



City of Santa Clara Monthly Report

5/31/2022

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	7/31/2017	1.875%	7/31/2022	9128282P4	1,060,000.00	AA+	3/26/2018	1,028,945.31	2.59%	1,061,484.00	32,538.69
UNITED STATES TREASURY	10/2/2017	1.875%	9/30/2022	9128282W9	5,000,000.00	AA+	4/19/2018	4,820,117.19	2.74%	5,007,400.00	187,282.81
UNITED STATES TREASURY	9/30/2015	1.750%	9/30/2022	912828L57	5,000,000.00	AA+	10/5/2017	4,950,781.25	1.96%	5,006,450.00	55,668.75
UNITED STATES TREASURY	11/2/2015	1.875%	10/31/2022	912828M49	5,000,000.00	AA+	10/25/2017	4,953,515.63	2.07%	5,007,600.00	54,084.37
UNITED STATES TREASURY	11/30/2015	2.000%	11/30/2022	912828M80	5,000,000.00	AA+	12/15/2017	4,960,546.88	2.17%	5,009,750.00	49,203.12
UNITED STATES TREASURY	12/31/2015	2.125%	12/31/2022	912828N30	1,300,000.00	AA+	5/14/2018	1,260,187.50	2.84%	1,303,094.00	42,906.50
UNITED STATES TREASURY	1/15/2020	1.500%	1/15/2023	912828Z29	2,850,000.00	AA+	4/20/2020	2,947,968.75	0.24%	2,845,098.00	-102,870.75
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	5,000,000.00	AA+	2/13/2018	4,810,937.50	2.57%	4,998,850.00	187,912.50
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	1,485,000.00	AA+	2/28/2022	1,494,861.33	1.02%	1,484,658.45	-10,202.88
UNITED STATES TREASURY	2/29/2016	1.500%	2/28/2023	912828P79	10,000,000.00	AA+	2/27/2018	9,450,000.00	2.68%	9,969,500.00	519,500.00
UNITED STATES TREASURY	3/31/2016	1.500%	3/31/2023	912828Q29	10,000,000.00	AA+	4/10/2018	9,479,290.00	2.62%	9,962,900.00	483,610.00
UNITED STATES TREASURY	3/31/2021	0.125%	3/31/2023	91282CBU4	5,000,000.00	AA+	6/29/2021	4,992,187.50	0.21%	4,923,450.00	-68,737.50
UNITED STATES TREASURY	5/2/2016	1.625%	4/30/2023	912828R28	10,000,000.00	AA+	5/8/2018	9,446,875.00	2.82%	9,957,800.00	510,925.00
UNITED STATES TREASURY	5/31/2016	1.625%	5/31/2023	912828R69	10,000,000.00	AA+	7/16/2018	9,484,375.00	2.76%	9,945,700.00	461,325.00
UNITED STATES TREASURY	7/2/2018	2.625%	6/30/2023	9128284U1	5,030,000.00	AA+	8/26/2021	5,252,616.80	0.22%	5,052,031.40	-200,585.40
UNITED STATES TREASURY	6/30/2016	1.375%	6/30/2023	912828S35	20,000,000.00	AA+	1/17/2019	20,053,710.95	1.31%	19,825,000.00	-228,710.95
UNITED STATES TREASURY	7/31/2018	2.750%	7/31/2023	912828Y61	10,000,000.00	AA+	9/18/2018	9,918,710.94	2.93%	10,062,100.00	143,389.06
UNITED STATES TREASURY	8/31/2016	1.375%	8/31/2023	9128282D1	5,000,000.00	AA+	9/12/2018	4,657,031.25	2.87%	4,946,300.00	289,268.75
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,411,800.00	464,632.03
UNITED STATES TREASURY	10/15/2020	0.125%	10/15/2023	91282CAP6	5,260,000.00	AA+	3/26/2021	5,248,288.28	0.21%	5,106,302.80	-141,985.48
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	4,952,150.00	164,454.69
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	9,745,000.00	AA+	6/23/2021	10,349,875.20	0.32%	9,821,888.05	-527,987.15
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	9,969,100.00	-282,462.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	4,990,250.00	32,437.50
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,821,100.00	-160,345.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,420,192.20	-77,551.94
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,606,420.00	-366,080.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,327,315.50	-170,059.50
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	5,005,650.00	-401,771.88
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,615,867.50	-22,073.92
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,205,601.95	-191,841.60
UNITED STATES TREASURY	4/30/2019	2.250%	4/30/2024	9128286R6	3,825,000.00	AA+	3/25/2022	3,827,838.87	2.21%	3,806,640.00	-21,198.87
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	4,953,150.00	415.62
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	6,049,032.00	-283,142.65
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	7,133,057.50	-120,340.94
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	4,944,150.00	-192,178.13
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	5,014,170.00	-232,548.75
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	4,952,950.00	-180,365.75
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	2,937,090.75	-212,549.91
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,611,205.00	-317,662.19
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	9,906,600.00	-384,025.00
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	4,934,200.00	-184,745.31
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	9,893,800.00	-406,981.25
UNITED STATES TREASURY	1/15/2022	1.125%	1/15/2025	91282CDS7	2,095,000.00	AA+	4/12/2022	2,007,026.37	2.71%	2,012,834.10	5,807.73
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,831,250.00	-407,421.88
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,884,187.50	-128,958.98
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,207,006.00	-643,751.82

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UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	4,120,000.00	AA+	8/2/2021	4,075,581.25	0.52%	3,797,980.80	-277,600.45
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.83	0.78%	4,957,254.00	-328,628.83
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,092,442.50	-235,182.50
UNITED STATES TREASURY	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,506,187.00	-245,769.25
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,348,492.50	-468,986.02
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	4,050,000.00	AA+	1/6/2022	3,906,351.56	1.27%	3,708,585.00	-197,766.56
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	7,735,000.00	AA+	2/25/2022	7,305,949.22	1.84%	7,082,939.50	-223,009.72
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,710,000.00	AA+	5/3/2022	7,905,345.70	3.00%	7,975,747.00	70,401.30
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	3,575,000.00	AA+	8/31/2021	3,574,577.43	0.70%	3,282,028.75	-292,548.68
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,035,517.58	1.15%	4,750,908.75	-284,608.83
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	5,860,000.00	AA+	3/21/2022	5,520,989.84	2.20%	5,402,861.40	-118,128.44
UNITED STATES TREASURY	9/30/2021	0.875%	9/30/2026	91282CCZ2	8,500,000.00	AA+	4/5/2022	7,878,769.53	2.61%	7,824,675.00	-54,094.53
UNITED STATES TREASURY	12/31/2021	1.250%	12/31/2026	91282CDQ1	5,340,000.00	AA+	4/14/2022	5,000,617.97	2.69%	4,977,681.00	-22,936.97
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	2,100,000.00	AA+	4/20/2022	2,040,691.41	2.88%	2,044,623.00	3,931.59
U.S. Treasury Bond / Note				**Subtotal**	357,520,000.00			354,105,236.86		348,446,532.90	-5,658,703.96
FANNIE MAE	10/6/2017	2.000%	10/5/2022	3135G0T78	5,000,000.00	AA+	1/26/2018	4,890,750.00	2.50%	5,010,200.00	119,450.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,797,342.00	-147,015.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,063,861.00	-166,938.75
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	14,763,150.00	-802,939.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,297,725.00	-201,300.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,407,200.00	-643,400.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,720,165.20	-144,763.80
FNMA Medium Term Note				**Subtotal**	49,535,000.00			50,046,550.50		48,059,643.20	-1,986,907.30
FEDERAL FARM CREDIT BANKS	8/5/2019	1.850%	8/5/2022	3133EKYJ9	5,000,000.00	AA+	8/13/2019	5,029,800.00	1.64%	5,007,500.00	-22,300.00
FEDERAL FARM CREDIT BANKS	11/1/2017	2.080%	11/1/2022	3133EHM91	1,800,000.00	AA+	10/7/2019	1,834,398.00	1.44%	1,804,554.00	-29,844.00
FEDERAL FARM CREDIT BANKS	3/16/2018	2.710%	12/16/2022	3133EJGU7	5,000,000.00	AA+	3/28/2018	5,015,935.00	2.64%	5,033,700.00	17,765.00
FEDERAL FARM CREDIT BANKS	6/19/2018	2.890%	6/19/2023	3133EJSD2	5,000,000.00	AA+	11/28/2018	4,980,250.00	2.98%	5,038,750.00	58,500.00
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELHZ0	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	4,967,200.00	-31,000.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJWV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	5,040,350.00	63,300.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	7,644,084.00	60,463.65
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	2,962,894.85	-43,200.05
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	5,010,950.00	-22,200.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	4,996,600.00	-254,050.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	4,890,300.00	-72,550.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	7,126,971.60	-562,395.60
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,362,500.00	-620,300.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,351,800.00	-645,740.00
FFCB Medium Term Note				**Subtotal**	79,660,000.00			80,341,705.45		78,238,154.45	-2,103,551.00
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,337,300.00	-680,340.00
FFCB Coupon Note				**Subtotal**	10,000,000.00			10,017,640.00		9,337,300.00	-680,340.00
FEDERAL HOME LOAN BANKS	8/15/2013	3.125%	9/9/2022	313383WD9	5,000,000.00	AA+	12/12/2018	5,039,800.00	2.90%	5,026,800.00	-13,000.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	5,004,650.00	-159,485.00

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FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	5,069,350.00	-78,520.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	4,981,450.00	-300,975.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	5,027,600.00	-242,605.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	5,004,850.00	-456,450.00
FHLB Medium Term Note				**Subtotal**	30,000,000.00			31,365,735.00		30,114,700.00	-1,251,035.00
FREDDIE MAC	5/7/2020	0.375%	5/5/2023	3137EAER6	5,000,000.00	AA+	5/8/2020	5,014,545.00	0.28%	4,918,600.00	-95,945.00
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	1,640,000.00	AA+	9/4/2020	1,640,761.21	0.24%	1,600,804.00	-39,957.21
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,192,349.50	-101,233.15
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EAEY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,174,777.60	-83,025.30
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	4,838,050.00	-388,910.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	8,678,425.80	-683,310.30
FHLMC Medium Term Note				**Subtotal**	28,595,000.00			28,795,387.86		27,403,006.90	-1,392,380.96
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,520,048.75	-536,763.15
INTL BANK OF RECONSTRUCTION AND DEV	4/20/2021	0.125%	4/20/2023	459058JV6	7,335,000.00	AAA	4/20/2021	7,319,816.55	0.23%	7,200,182.70	-119,633.85
Supranational				**Subtotal**	18,400,000.00			18,376,628.45		17,720,231.45	-656,397.00
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,410,437.60	-19,562.40
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,521,447.65	-193,552.35
Municipals				**Subtotal**	4,145,000.00			4,145,000.00		3,931,885.25	-213,114.75
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A+	11/29/2021	5,241,250.00	1.03%	5,045,150.00	-196,100.00
3M COMPANY	3/27/2020	2.650%	4/15/2025	88579YBM2	2,560,000.00	A+	4/25/2022	2,511,616.00	3.32%	2,532,326.40	20,710.40
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	4,020,200.00	-163,480.00
ALPHABET INC	4/27/2016	3.375%	2/25/2024	02079KAB3	5,330,000.00	AA+	11/23/2021	5,642,444.60	0.75%	5,401,208.80	-241,235.80
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	245,000.00	AA	5/12/2021	302,801.19	0.50%	234,913.35	-67,887.84
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,000,000.00	AA	3/14/2022	3,874,280.00	1.94%	3,835,320.00	-38,960.00
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%	6,701,570.00	28,605.90
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	4,988,950.00	-351,150.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	4,988,950.00	-366,250.00
BANK OF AMERICA	7/23/2013	4.100%	7/24/2023	06053FAA7	4,070,000.00	A-	9/15/2020	4,482,494.50	0.52%	4,152,702.40	-329,792.10
BANK OF AMERICA CORP	3/22/2022	3.384%	4/2/2026	06051GKM0	5,000,000.00	A-	3/22/2022	5,005,100.00	3.36%	4,926,250.00	-78,850.00
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%	8,198,460.00	-827,460.00
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%	4,118,182.20	32,830.20
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%	4,118,182.20	32,126.40
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%	5,277,476.75	-395,196.75
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	2,535,000.00	A	1/10/2022	2,534,594.40	0.96%	2,466,909.90	-67,684.50
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	3,100,000.00	A	3/14/2022	3,045,409.00	1.94%	3,016,734.00	-28,675.00
ELI LILLY & CO	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,380,344.00	-178,911.60
HERSHEY COMPANY	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	3,011,100.00	-2,940.00
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,766,650.00	-331,250.00
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,149,759.15	-32,201.40

City of Santa Clara Monthly Report

5/31/2022

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
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%	4,571,950.00	-336,650.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,646,200.00	-377,350.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,589,159.25	-85,840.75
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,200,302.00	-139,698.00
JPMORGAN CHASE & CO	3/13/2020	2.005%	3/13/2026	46647PBH8	2,800,000.00	A-	3/22/2022	2,712,500.00	2.84%	2,662,828.00	-49,672.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	4,882,050.00	-331,400.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/10/2022	4,990,800.00	2.06%	4,882,050.00	-108,750.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,389,996.25	-233,920.00
MICROSOFT CORP	2/6/2017	2.875%	2/6/2024	594918BX1	5,000,000.00	AAA	11/29/2021	5,202,600.00	1.00%	5,023,950.00	-178,650.00
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	4,987,950.00	-353,750.00
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,915,227.50	54,639.00
STATE STREET BANK & TR	2/7/2022	1.746%	2/6/2026	857477BR3	1,115,000.00	A	2/7/2022	1,115,000.00	1.75%	1,064,144.85	-50,855.15
STATE STREET BANK & TR	10/29/2020	2.901%	3/30/2026	857477BM4	4,250,000.00	A	3/14/2022	4,275,372.50	2.74%	4,170,440.00	-104,932.50
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	935,154.00	-53,163.00
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%	4,340,437.00	-227,452.50
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	5,884,914.00	-214,720.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	642,569.40	-16,585.80
WAL-MART STORES INC	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,797,584.00	-214,263.00
Corporate Note				**Subtotal**	163,680,000.00			166,525,011.19		159,918,245.40	-6,606,765.79
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	2,375,000.00	AAA	4/21/2021	2,374,488.19	0.52%	2,301,565.00	-72,923.19
DISCOVER CARD EXECUTION NOTE TRUST	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	1,972,740.00	-126,810.39
HONDA AUTO RECEIVABLES OWNER T	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,551,772.75	-62,886.81
HYUNDAI AUTO RECEIVABLES TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	1,575,000.00	AAA	4/28/2021	1,574,834.31	0.38%	1,529,750.25	-45,084.06
HYUNDAI AUTO RECEIVABLES TRUST	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,193,992.35	-50,729.77
TOYOTA AUTO RECEIVABLES OWNER	9/27/2021	0.430%	1/15/2026	89239BAC5	2,645,000.00	AAA	9/27/2021	2,644,789.19	0.43%	2,533,989.35	-110,799.84
Asset-Backed Security				**Subtotal**	11,555,000.00			11,553,043.76		11,083,809.70	-469,234.06
BARCLAYS BANK PLC	2/3/2022	1.050%	2/1/2023	06742TG34	11,000,000.00	A-1	2/3/2022	11,000,000.00	1.05%	10,896,050.00	-103,950.00
Certificate of Deposit				**Subtotal**	11,000,000.00			11,000,000.00		10,896,050.00	-103,950.00
WELLS FARGO PUBLIC INSTITUTION			6/1/2022	992995944	697,987.64		9/1/2020	697,987.64	0.07%	697,987.64	-
LOCAL AGENCY INVESTMENT FUND			6/1/2022		59,929,358.26		9/30/1997	59,929,358.26	0.62%	59,929,358.26	-
DREYFUS TREASURY			6/1/2022		2,147,890.10		10/31/1997	2,147,890.10	0.03%	2,147,890.10	-
Cash Equivalent				**Subtotal**	62,775,236.00			62,775,236.00		62,775,236.00	-
Grand Total				**Count** **148**	826,865,236.00			829,047,175.07		807,924,795.25	(21,122,379.82)

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

June 2022

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, 2022 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, 2022.

	COST VALUE	PERCENTAGE
City	$824,243,011	99.49%
SOSA	4,662	0.00%
HA	4,248,160	0.51%
Unrestricted	$828,495,833	100.00%
Restricted Bond Proceeds	2,149,658	
Total Investments	$830,645,491	

On June 30, 2022 the cost value and market value of the City's unrestricted pooled investment portfolio were $828,495,833 and $801,304,652 respectively.

Investment Strategy and Market Update

The City's investment strategy for June 2022 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.

On July 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of June 30, 2022, 44% of the City's portfolio consists of U.S. Treasury Notes, 22.94% consists of Federal Agencies, 20.05% consists of investment grade Corporate Notes, 7.21% consists of Local Agency Investment Fund (LAIF), 2.21% consists of investment grade Supranational Obligations, 1.39% consists of investment grade Asset-Back Securities, 1.32% consists of Negotiable Certificates of Deposit, and 0.50% consists of investment grade Municipal Bonds. 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 portfolio yield, including LAIF and money market accounts, was 1.43% and the average maturity of the City's portfolio was 2.08 years.

During 2022 annual Investment Policy review, the City updated on February 22, 2022 its performance benchmark to 24-Month moving average yield of the ICE BaML 1-5 US Treasury Index, from 0-5 US Treasury Index, as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. Nevertheless, it is important to note full implementation will be effective July 1, 2022 to allow thoughtful realignment of portfolio securities.

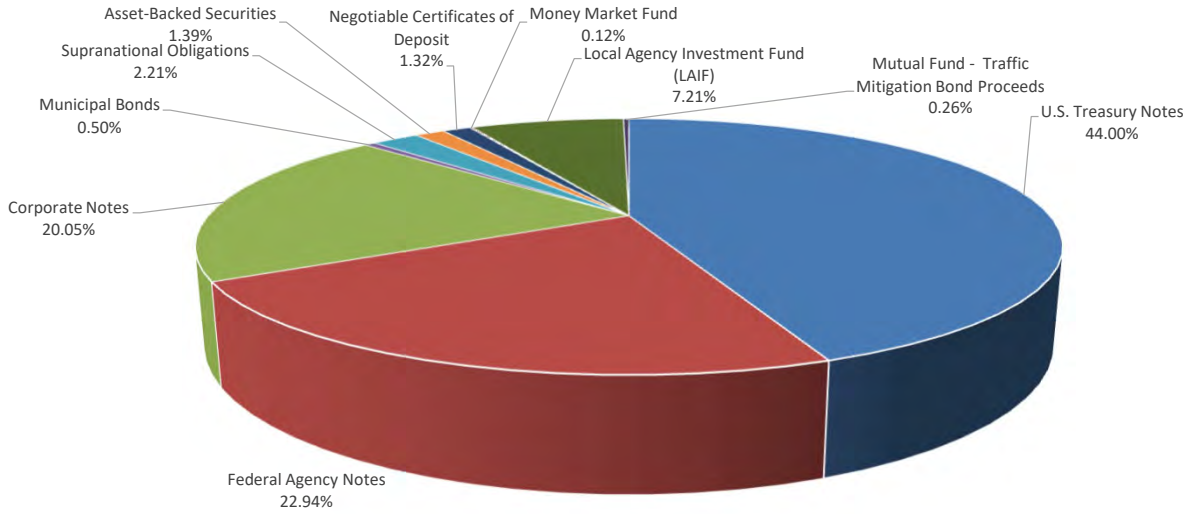
The City's securities portfolio compared to the ICE BaML 1-5 US Treasury Index (Benchmark) and ICE BaML 0-5 US Treasury Index as of June 30, 2022 was as follows:

Description	Average Maturity (Years)	Yield to Maturity (At Cost)[1]
Santa Clara Portfolio	2.23	1.50%
Benchmark – 1-5 US Treasury	2.69	0.83%
0-5 US Treasury Index	2.18	0.73%

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS JUNE 30, 2022

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	365,484,926	44.00%	No Limit
Federal Agency Notes	190,497,419	22.94%	80%
Corporate Notes	166,525,011	20.05%	25%
Municipal Bonds	4,145,000	0.50%	20%
Supranational Obligations	18,376,628	2.21%	20%
Asset-Backed Securities	11,553,044	1.39%	10%
Negotiable Certificates of Deposit	11,000,000	1.32%	30%
Money Market Fund	984,447	0.12%	10% Per Fund
Local Agency Investment Fund (LAIF)	59,929,358	7.21%	$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,149,658	0.26%	10% Per Fund
TOTAL INVESTMENTS	$ 830,645,491	100.00%	

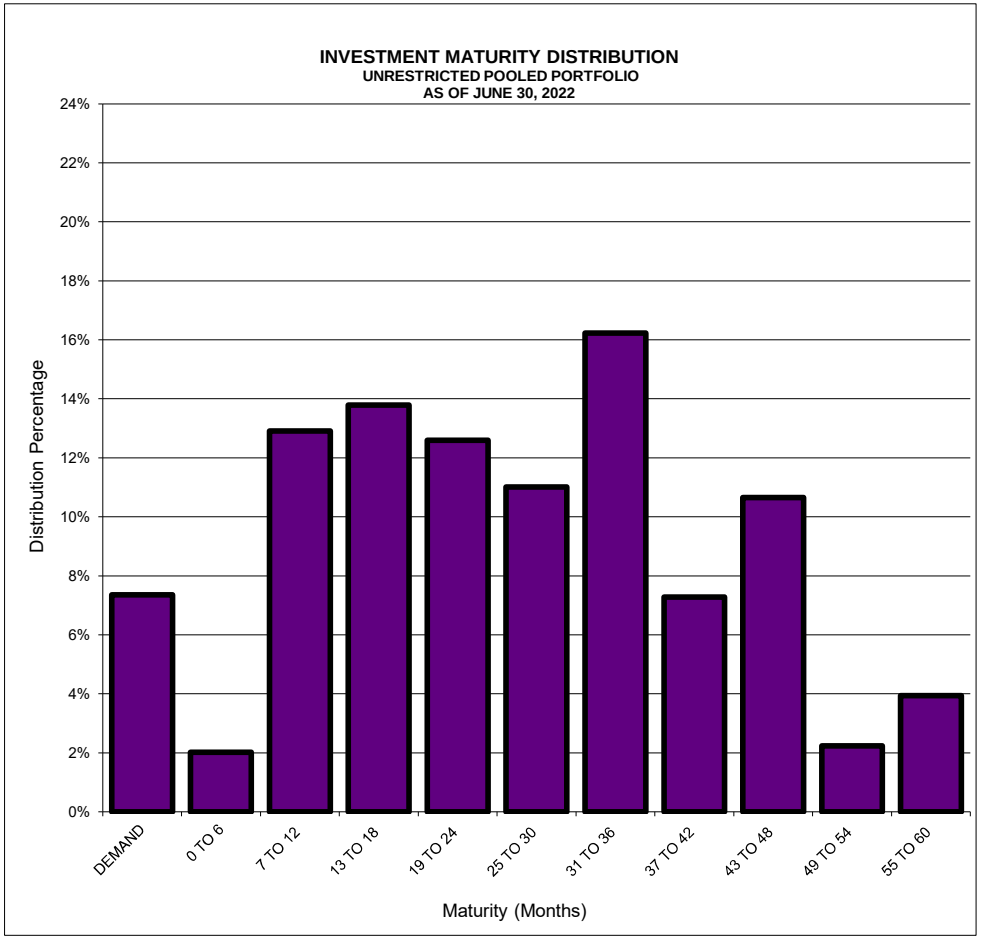


INVESTMENT MATURITY DISTRIBUTION
AS OF JUNE 30, 2022
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 60,913,805 (a)	2	7.35%
0 TO 6	16,701,630	4	2.02%
7 TO 12	106,987,622	15	12.91%
13 TO 18	114,258,680	22	13.79%
19 TO 24	104,332,716	22	12.59%
25 TO 30	91,230,541	14	11.01%
31 TO 36	134,504,774	23	16.23%
37 TO 42	60,297,708	13	7.28%
43 TO 48	88,216,798	19	10.65%
49 TO 54	18,450,562	3	2.23%
55 TO 60	32,600,997	8	3.94%
TOTAL	$ 828,495,833	145	100.00%

Average Maturity of Unrestricted Pool: **2.08** **Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.



City of Santa Clara Monthly Report

6/30/2022

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	11/30/2015	2.000%	11/30/2022	912828M80	5,000,000.00	AA+	12/15/2017	4,960,546.88	2.17%	4,992,200.00	31,653.12
UNITED STATES TREASURY	12/31/2015	2.125%	12/31/2022	912828N30	1,300,000.00	AA+	5/14/2018	1,260,187.50	2.84%	1,297,257.00	37,069.50
UNITED STATES TREASURY	1/15/2020	1.500%	1/15/2023	912828Z29	2,850,000.00	AA+	4/20/2020	2,947,968.75	0.24%	2,832,187.50	-115,781.25
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	5,000,000.00	AA+	2/13/2018	4,810,937.50	2.57%	4,976,000.00	165,062.50
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	1,485,000.00	AA+	2/28/2022	1,494,861.33	1.02%	1,477,872.00	-16,989.33
UNITED STATES TREASURY	2/29/2016	1.500%	2/28/2023	912828P79	10,000,000.00	AA+	2/27/2018	9,450,000.00	2.68%	9,917,200.00	467,200.00
UNITED STATES TREASURY	3/31/2016	1.500%	3/31/2023	912828Q29	10,000,000.00	AA+	4/10/2018	9,479,290.00	2.62%	9,905,100.00	425,810.00
UNITED STATES TREASURY	3/31/2021	0.125%	3/31/2023	91282CBU4	5,000,000.00	AA+	6/29/2021	4,992,187.50	0.21%	4,902,950.00	-89,237.50
UNITED STATES TREASURY	5/2/2016	1.625%	4/30/2023	912828R28	10,000,000.00	AA+	5/8/2018	9,446,875.00	2.82%	9,898,800.00	451,925.00
UNITED STATES TREASURY	5/31/2016	1.625%	5/31/2023	912828R69	10,000,000.00	AA+	7/16/2018	9,484,375.00	2.76%	9,885,900.00	401,525.00
UNITED STATES TREASURY	7/2/2018	2.625%	6/30/2023	9128284U1	5,030,000.00	AA+	8/26/2021	5,252,616.80	0.22%	5,016,620.20	-235,996.60
UNITED STATES TREASURY	6/30/2016	1.375%	6/30/2023	912828S35	20,000,000.00	AA+	1/17/2019	20,053,710.95	1.31%	19,693,800.00	-359,910.95
UNITED STATES TREASURY	7/31/2018	2.750%	7/31/2023	912828Y61	10,000,000.00	AA+	9/18/2018	9,918,710.94	2.93%	9,976,200.00	57,489.06
UNITED STATES TREASURY	8/31/2016	1.375%	8/31/2023	9128282D1	5,000,000.00	AA+	9/12/2018	4,657,031.25	2.87%	4,907,600.00	250,568.75
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,354,425.00	407,257.03
UNITED STATES TREASURY	10/15/2020	0.125%	10/15/2023	91282CAP6	5,260,000.00	AA+	3/26/2021	5,248,288.28	0.21%	5,070,955.60	-177,332.68
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	4,913,500.00	125,804.69
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	9,745,000.00	AA+	6/23/2021	10,349,875.20	0.32%	9,732,428.95	-617,446.25
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	9,885,200.00	-366,362.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	4,946,500.00	-11,312.50
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,786,150.00	-195,295.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,402,647.30	-95,096.84
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,529,530.00	-442,970.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,288,695.75	-208,679.25
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	4,962,500.00	-444,921.88
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,602,916.25	-35,025.17
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,169,213.15	-228,230.40
UNITED STATES TREASURY	4/30/2019	2.250%	4/30/2024	9128286R6	3,825,000.00	AA+	3/25/2022	3,827,838.87	2.21%	3,775,083.75	-52,755.12
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	4,912,700.00	-40,034.38
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	5,995,671.00	-336,503.65
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	7,076,145.00	-177,253.44
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	4,905,650.00	-230,678.13
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	4,979,730.00	-266,988.75
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	4,912,500.00	-220,815.75
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	2,914,703.25	-234,937.41
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,576,150.00	-352,717.19
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	9,832,000.00	-458,625.00
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	4,896,700.00	-222,245.31
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	9,813,300.00	-487,481.25
UNITED STATES TREASURY	1/15/2022	1.125%	1/15/2025	91282CDS7	2,095,000.00	AA+	4/12/2022	2,007,026.37	2.71%	1,997,938.65	-9,087.72
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,795,500.00	-443,171.88
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,870,245.00	-142,901.48
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,155,174.00	-695,583.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	4,120,000.00	AA+	8/2/2021	4,075,581.25	0.52%	3,772,395.60	-303,185.65
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.83	0.78%	4,920,750.00	-365,132.83
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,510,000.00	AA+	6/7/2022	5,024,216.02	3.00%	5,020,987.50	-3,228.52
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,064,452.00	-263,173.00

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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	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,481,433.40	-270,522.85
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,297,132.50	-520,346.02
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	4,050,000.00	AA+	1/6/2022	3,906,351.56	1.27%	3,682,665.01	-223,686.55
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	7,735,000.00	AA+	2/25/2022	7,305,949.22	1.84%	7,033,435.50	-272,513.72
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,710,000.00	AA+	5/3/2022	7,905,345.70	3.00%	7,920,002.99	14,657.29
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	3,575,000.00	AA+	8/31/2021	3,574,577.43	0.70%	3,258,433.75	-316,143.68
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,035,517.58	1.15%	4,716,753.75	-318,763.83
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	5,860,000.00	AA+	3/21/2022	5,520,989.84	2.20%	5,361,665.60	-159,324.24
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	9,250,000.00	AA+	6/8/2022	8,477,480.47	2.99%	8,463,380.00	-14,100.47
UNITED STATES TREASURY	9/30/2021	0.875%	9/30/2026	91282CCZ2	8,500,000.00	AA+	4/5/2022	7,878,769.53	2.61%	7,762,880.00	-115,889.53
UNITED STATES TREASURY	11/15/2016	2.000%	11/15/2026	912828U24	8,840,000.00	AA+	6/8/2022	8,472,242.19	3.01%	8,451,835.60	-20,406.59
UNITED STATES TREASURY	12/31/2021	1.250%	12/31/2026	91282CDQ1	5,340,000.00	AA+	4/14/2022	5,000,617.97	2.69%	4,935,762.00	-64,855.97
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	2,100,000.00	AA+	4/20/2022	2,040,691.41	2.88%	2,024,778.00	-15,913.41
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	5,400,000.00	AA+	6/13/2022	5,159,109.38	3.29%	5,206,572.00	47,462.62
U.S. Treasury Bond / Note				**Subtotal**	370,460,000.00			365,484,925.54		357,108,854.55	-8,376,070.99
FANNIE MAE	10/6/2017	2.000%	10/5/2022	3135G0T78	5,000,000.00	AA+	1/26/2018	4,890,750.00	2.50%	4,997,650.00	106,900.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,769,572.50	-174,784.50
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,034,548.75	-196,251.00
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	14,661,150.00	-904,939.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,241,925.00	-257,100.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,351,000.00	-699,600.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,707,666.00	-157,263.00
FNMA Medium Term Note				**Subtotal**	49,535,000.00			50,046,550.50		47,763,512.25	-2,283,038.25
FEDERAL FARM CREDIT BANKS	11/1/2017	2.080%	11/1/2022	3133EHM91	1,800,000.00	AA+	10/7/2019	1,834,398.00	1.44%	1,800,972.00	-33,426.00
FEDERAL FARM CREDIT BANKS	3/16/2018	2.710%	12/16/2022	3133EJGU7	5,000,000.00	AA+	3/28/2018	5,015,935.00	2.64%	5,012,100.00	-3,835.00
FEDERAL FARM CREDIT BANKS	6/19/2018	2.890%	6/19/2023	3133EJSD2	5,000,000.00	AA+	11/28/2018	4,980,250.00	2.98%	4,999,800.00	19,550.00
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELHZ0	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	4,932,100.00	-66,100.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJWV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	4,998,350.00	21,300.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	7,577,575.50	-6,044.85
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	2,938,285.35	-67,809.55
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	4,967,550.00	-65,600.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	4,954,400.00	-296,250.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	4,851,050.00	-111,800.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	7,069,729.20	-619,638.00
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,297,500.00	-685,300.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,286,400.00	-711,140.00
FFCB Medium Term Note				**Subtotal**	74,660,000.00			75,311,905.45		72,685,812.05	-2,626,093.40
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,270,500.00	-747,140.00
FFCB Coupon Note				**Subtotal**	10,000,000.00			10,017,640.00		9,270,500.00	-747,140.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	4,969,300.00	-194,835.00
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	5,026,250.00	-121,620.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	4,941,400.00	-341,025.00

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FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	4,982,050.00	-288,155.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	4,964,500.00	-496,800.00
FHLB Medium Term Note				**Subtotal**	25,000,000.00			26,325,935.00		24,883,500.00	-1,442,435.00
FREDDIE MAC	5/7/2020	0.375%	5/5/2023	3137EAER6	5,000,000.00	AA+	5/8/2020	5,014,545.00	0.28%	4,893,650.00	-120,895.00
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	1,640,000.00	AA+	9/4/2020	1,640,761.21	0.24%	1,589,110.80	-51,650.41
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,161,726.15	-131,856.50
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EAEY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,154,143.90	-103,659.00
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	4,806,250.00	-420,710.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	8,613,353.10	-748,383.00
FHLMC Medium Term Note				**Subtotal**	28,595,000.00			28,795,387.86		27,218,233.95	-1,577,153.91
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,456,646.30	-600,165.60
INTL BANK OF RECONSTRUCTION AND DEV	4/20/2021	0.125%	4/20/2023	459058JV6	7,335,000.00	AAA	4/20/2021	7,319,816.55	0.23%	7,178,104.35	-141,712.20
Supranational				**Subtotal**	18,400,000.00			18,376,628.45		17,634,750.65	-741,877.80
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,403,173.20	-26,826.80
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,502,985.65	-212,014.35
Municipals				**Subtotal**	4,145,000.00			4,145,000.00		3,906,158.85	-238,841.15
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A+	11/29/2021	5,241,250.00	1.03%	4,991,100.00	-250,150.00
3M COMPANY	3/27/2020	2.650%	4/15/2025	88579YBM2	2,560,000.00	A+	4/25/2022	2,511,616.00	3.32%	2,510,438.40	-1,177.60
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	3,977,320.00	-206,360.00
ALPHABET INC	4/27/2016	3.375%	2/25/2024	02079KAB3	5,330,000.00	AA+	11/23/2021	5,642,444.60	0.75%	5,359,794.70	-282,649.90
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	245,000.00	AA	5/12/2021	302,801.19	0.50%	232,946.00	-69,855.19
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,000,000.00	AA	3/14/2022	3,874,280.00	1.94%	3,803,200.00	-71,080.00
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%	6,587,817.90	-85,146.20
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	4,937,550.00	-402,550.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	4,937,550.00	-417,650.00
BANK OF AMERICA	7/23/2013	4.100%	7/24/2023	06053FAA7	4,070,000.00	A-	9/15/2020	4,482,494.50	0.52%	4,109,031.30	-373,463.20
BANK OF AMERICA CORP	3/22/2022	3.384%	4/2/2026	06051GKM0	5,000,000.00	A-	3/22/2022	5,005,100.00	3.36%	4,846,500.00	-158,600.00
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%	8,102,610.00	-923,310.00
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%	4,031,159.40	-54,192.60
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%	4,031,159.40	-54,896.40
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%	5,217,650.50	-455,023.00
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	2,535,000.00	A	1/10/2022	2,534,594.40	0.96%	2,448,100.20	-86,494.20
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	3,100,000.00	A	3/14/2022	3,045,409.00	1.94%	2,993,732.00	-51,677.00
ELI LILLY & CO	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,328,468.30	-230,787.30
HERSHEY COMPANY	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,963,100.00	-50,940.00
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,706,050.00	-391,850.00
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,122,428.55	-59,532.00
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%	4,519,350.00	-389,250.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,611,500.00	-412,050.00

City of Santa Clara Monthly Report

6/30/2022

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
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,563,666.50	-111,333.50
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,170,279.80	-169,720.20
JPMORGAN CHASE & CO	3/13/2020	2.005%	3/13/2026	46647PBH8	2,800,000.00	A-	3/22/2022	2,712,500.00	2.84%	2,622,032.00	-90,468.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	4,811,400.00	-402,050.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/10/2022	4,990,800.00	2.06%	4,811,400.00	-179,400.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,341,406.25	-282,510.00
MICROSOFT CORP	2/6/2017	2.875%	2/6/2024	594918BX1	5,000,000.00	AAA	11/29/2021	5,202,600.00	1.00%	4,983,700.00	-218,900.00
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	4,969,400.00	-372,300.00
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,818,878.00	-41,710.50
STATE STREET BANK & TR	2/7/2022	1.746%	2/6/2026	857477BR3	1,115,000.00	A	2/7/2022	1,115,000.00	1.75%	1,052,515.40	-62,484.60
STATE STREET BANK & TR	10/29/2020	2.901%	3/30/2026	857477BM4	4,250,000.00	A	3/14/2022	4,275,372.50	2.74%	4,113,362.50	-162,010.00
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	918,353.70	-69,963.30
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%	4,262,459.85	-305,429.65
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	5,839,896.00	-259,738.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	639,223.20	-19,932.00
WAL-MART STORES INC	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,745,942.00	-265,905.00
Corporate Note				**Subtotal**	163,680,000.00			166,525,011.19		158,032,471.85	-8,492,539.34
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	2,375,000.00	AAA	4/21/2021	2,374,488.19	0.52%	2,303,132.50	-71,355.69
DISCOVER CARD EXECUTION NOTE TRUST	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	1,956,045.00	-143,505.39
HONDA AUTO RECEIVABLES OWNER T	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,539,579.50	-75,080.06
HYUNDAI AUTO RECEIVABLES TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	1,575,000.00	AAA	4/28/2021	1,574,834.31	0.38%	1,521,198.00	-53,636.31
HYUNDAI AUTO RECEIVABLES TRUST	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,189,099.50	-55,622.62
TOYOTA AUTO RECEIVABLES OWNER	9/27/2021	0.430%	1/15/2026	89239BAC5	2,645,000.00	AAA	9/27/2021	2,644,789.19	0.43%	2,516,267.85	-128,521.34
Asset-Backed Security				**Subtotal**	11,555,000.00			11,553,043.76		11,025,322.35	-527,721.41
BARCLAYS BANK PLC	2/3/2022	1.050%	2/1/2023	06742TG34	11,000,000.00	A-1	2/3/2022	11,000,000.00	1.05%	10,861,730.00	-138,270.00
Certificate of Deposit				**Subtotal**	11,000,000.00			11,000,000.00		10,861,730.00	-138,270.00
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM			7/1/2022	992995944	984,447.22		9/1/2020	984,447.22	0.07%	984,447.22	-
LOCAL AGENCY INVESTMENT FUND			7/1/2022		59,929,358.26		9/30/1997	59,929,358.26	0.62%	59,929,358.26	-
DREYFUS TREASURY			7/1/2022		2,149,657.80		10/31/1997	2,149,657.80	0.03%	2,149,657.80	-
Cash Equivalent				**Subtotal**	63,063,463.28			63,063,463.28		63,063,463.28	-
Grand Total			**Count**	**146**	830,093,463.28			830,645,491.03		803,454,309.78	(27,191,181.25)

FY 2022/23 Budget Amendments

Electric Utility Fund (091)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Electric Utility Capital Fund		1,500,000	This action establishes a transfer to the Electric Utility Capital Fund in the amount of $1.5 million to increase the Transmission and Distribution Capital Maintenance and Betterments project. Funding will be used to replace approximately 50 utility poles identified during routine inspections **(five affirmative Council votes required for the use of unused balances)**.
Unrestricted Ending Fund Balance		(1,500,000)	This action decreases the Unrestricted Ending Fund Balance to offset the action above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Developer Contributions / Juliet Substation Transformer Rerate and Installation	827,500	827,500	This action recognizes Developer Contributions and establishes the Juliet Substation Transformer Rerate and Installation project to upgrade two transformers at the Juliet Substation for a customer to meet additional capacity. A study will be conducted by a consultant to determine all necessary modifications to operate at 63MVA **(five affirmative Council votes required to appropriate additional revenue)**.
Transfer from the Electric Utility Fund / Transmission and Distribution Capital Maintenance and Betterments Project	1,500,000	1,500,000	This action recognizes a transfer from the Electric Utility Fund and increases the Transmission and Distribution Capital Maintenance and Betterments project in the amount of $1.5 million. Inspections are performed to ensure SVP's infrastructure meets current standards and identifies infrastructure items that need to be repaired or replaced. Funding is provided for SVP's plan to replace approximately 50 utility poles identified during routine inspections and to complete over 400 maintenance work orders **(five affirmative Council votes required to appropriate additional revenue)**.
	2,327,500	**2,327,500**	

FY 2022/23 Budget Amendments

Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Annual Street Maintenance and Rehabilitation Program Project	133,173	133,173	This action recognizes Other Agencies Revenue and increases the Annual Street Maintenance and Rehabilitation Program project in the amount of $133,173. Remaining funds from the Old Mountain View - Alviso Road bridge replacement at Calabazas Creek project were returned to the City from the City of Sunnyvale. This action reappropriates those funds for the now closed project to the Annual Street Maintenance Program **(five affirmative Council votes required to appropriate additional revenue)**.
	133,173	**133,173**	

Public Donations Fund (067)

Department/Item	Source of Funds	Use of Funds	Explanation
Santa Clara Women's League Donation/Parks & Recreation - Senior Health and Wellness Program	5,000	5,000	This action recognizes a donation from the Santa Clara Women's League in support of the Senior Health & Wellness Program. Funds are used to support senior wellness and care management programs **(five affirmative Council votes required to appropriate additional revenue)**.
	5,000	**5,000**	

22-918 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Award of Contract for the Mission Library Gazebo Project to Innovate Concrete and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure and Enhance Community Sports, Recreational and Arts Assets

BACKGROUND
On October 22, 2019, Council accepted the recommendations contained in the Mission Library/City Plaza Park: Placemaking Pilot Project Analysis and directed staff to finalize the draft report that summarized the community collaboration efforts. On February 4, 2020, Gates & Associates, Inc. was hired by the City to complete the next phase of the Mission Library Gazebo Project (Project), which includes preparation of schematic design and construction documents (plans, specifications, and engineer's estimate) for public works bidding, assistance with obtaining building permit(s), and engineering support services during bid, award, and construction. On September 28, 2021, Council approved the City Plaza Park Schematic Design for the Project.

The Project scope of work includes all elements identified during the community input process and shown in the Council approved schematic design, which consists of a connection from the Mission Branch Library to the Gazebo, concrete seating, stair installation, irrigation modifications, and new landscaping around the Gazebo.

DISCUSSION
In June 2022, a competitive Request for Bids was published on the City's bid notification system, BidSync, for construction of the Project. On June 29, 2022, bids for the Project were opened via video conference. Four bids were received from Innovate Concrete, QLM, Inc., Suarez and Munoz Construction, Inc., and VNH Builders ranging from $169,563 to $232,586. The Bid Summary is included as Attachment No. 1.

The lowest bid submitted by Innovate Concrete in the amount of $169,563 is 13 percent below the engineer's estimate of $194,000. Innovate Concrete's bid was reviewed by Department of Public Works staff and the City Attorney's Office for compliance with the terms and conditions of the bid documents and has been determined to be the lowest responsive and responsible bid. Staff recommends awarding the construction contract to Innovate Concrete.

Award of contract will enable construction of the Project to begin in summer 2022, with substantial completion anticipated by spring 2023. These dates are subject to change based on the latest issues related to the COVID-19 pandemic and if any unforeseen conditions are discovered during

construction. The contract includes prevailing wage requirements.

ENVIRONMENTAL REVIEW
This project being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 (c), "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT
The approximate cost of the contract is $169,563, plus a 15 percent contingency of $25,437 to address potential change orders, for a total not-to-exceed contract amount of $195,000. Partial funding for the contract is available in the Mission Library Gazebo Project in the Parks and Recreation Capital Fund, which has a current budget of $168,806. Additional funding of $41,194 from received Quimby Act funds is being requested to fully fund the contract and fund $15,000 towards other miscellaneous costs associated with administering the Project for a total budget of $210,000.

Budget Amendment
FY 2022/23

	Current	Increase/ (Decrease)	Revised
Parks and Recreation Capital Fund			
Fund Balance			
Ending Fund Balance (Quimby Act Fees)	$418,688	($41,194)	$377,494
Expenditures			
Mission Library Gazebo Project	$168,806	$41,194	$210,000

COORDINATION
This report has been coordinated with the Parks & Recreation Department, 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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Award the Public Works Contract for the Mission Library Gazebo Project to the lowest responsive and responsible bidder, Innovate Concrete, in the amount of $169,563 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project;

2. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $25,437, for a total not to exceed amount of $195,000; and
3. Approve the following FY 2022/23 budget amendment in the Parks and Recreation Capital Fund to increase the Mission Library Gazebo project appropriation by $41,194 (from $168,806 to $210,000) and decrease the Parks and Recreation Capital Fund Quimby Act fund balance by $41,194 (five affirmative Council votes required for the use of unused balances).

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Bid Summary

City of Santa Clara

Attachment No. 1
Bid Summary

22-918

REPORT TO COUNCIL

SUBJECT

Action on Award of Contract for the Mission Library Gazebo Rehabilitation Project (CE 20-21-07)

BID SUMMARY	**Bid Opening Date: June 29, 2022**	
ENGINEER'S ESTIMATE:	**$ 194,000**	
Contractor	**Total Bid ($)**	**Percentage above/below Engineer's Estimate**
Innovate Concrete	$169,563.00	-13%
QLM, Inc.	$187,000.00	-4%
Suarez and Munoz Construction, Inc.	$192,000.00	-1%
VNH Builders	$232,586.00	20%

22-1603 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Wonderware, Inc., doing business as CORE Business Technologies (CORE), for a Central Cashiering System

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
CORE's One-Step is currently the City's central cashiering system to record approximately $100 million in customer payments each year. The One-Step application is used to record over-the-counter transactions, enabling customers and residents to pay for a variety of non-utility services, including business license fees, departmental deposits, accounts receivable receipts and citywide fee schedule charges.

The system was implemented in 2004 and is now being sunset by the vendor.

DISCUSSION
Staff has relied on City Code Section 2.105.290(b)(3) to acquire goods or services directly from vendors on terms obtained through a formal bidding process conducted by another public agency, also referred to as "piggybacking." Based on past best practices related to appropriate use of piggyback contracts and its interpretation of this section, staff is recommending entering into a new agreement with CORE pursuant to the Request for Proposals (RFP) process conducted by Ramsey County, MN in which CORE was selected for award.

The proposed agreement will implement CORE's iPayment Enterprise which offers more functionalities than OneStep. iPayment Enterprise is an updated software solution that allows for improved cash controls and end-of-day processing. As a cloud-based solution, the City is ensured that it is always operating on the latest software release with the most up-to-date disaster recovery and payment data security features.

The initial term of the proposed agreement is five years with a maximum compensation of $516,816, which includes a one-time fee of $164,500 for professional services required to implement the system; a one-time amount of $14,855 for teller devices and credit card terminals; an amount of $251,325 ($50,265 per year) for software subscription, hosting, and transaction fees over five years; and $86,136 as contingency for additional products and services. These costs represent staff's best estimate based on an annual transaction volume of 25,000 payments and current assessment of required services.

Pricing was benchmarked against the contract with Ramsey County. Therefore, staff deemed pricing

to be fair and reasonable. After the initial five-year term, price adjustments are capped at 5%.

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 15060(c)(2) 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.

FISCAL IMPACT
The Finance and Human Resources Management Systems (FHRMS) Update Project budgeted in the General Government Capital Fund in the FY 2022/23 Adopted Capital Budget has sufficient funding for the one-time costs, including $164,500 for professional services required to implement the system and $14,855 for teller devices and credit card terminals as well as project contingency costs of up to $86,136.

The Finance Department operating budget has sufficient General Fund funding in the FY 2022/23 Adopted Operating Budget to cover the estimated annual cost of $50,265. Funding for future years will be factored into the annual budget.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager to execute an agreement with Wonderware, Inc., doing business as CORE Business Technologies, to provide software, hardware, and related professional services for a central cashiering system, with an initial term of five years starting on or around September 1, 2022 and ending on or around August 31, 2027, with maximum compensation not-to-exceed $516,816, subject to the appropriation of funds; and
2. Authorize the City Manager to amend the agreement to extend the term after the initial five-year term for as long as the system is being used by the City, subject to the appropriation of funds.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Agreement with Wonderware, Inc., doing business as CORE Business Technologies

EBIX Insurance No. S200004825

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WONDERWARE, INC. DBA CORE BUSINESS TECHNOLOGIES

PREAMBLE

This Agreement is entered into as of the City's execution date ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wonderware, Inc., doing business as CORE Business Technologies, a Rhode Island corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to purchase a fully hosted Cashiering System ("System" or "Software") and secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of 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 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

Exhibit C – Insurance Requirements

Exhibit D – CORE Master License Agreement

Exhibit E – Minimum Hardware Requirements/Communication and Connectivity Requirements

Exhibit F – Support, Escalation and SLA Policy

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.

Notwithstanding the foregoing, the terms of the CORE Master License Agreement shall prevail with respect to the Licensed Program (as defined in Exhibit D) only.

2. TERM OF AGREEMENT

A. **Initial Term.** 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 begins as of the Effective Date and will continue in effect for five (5) years from the commencement of the Business Requirements Design Meeting ("Initial Term").

B. **Renewal Term.** If the City wishes to extend the term after the Initial Term, it shall serve notice in writing to Contractor not less than ninety (90) days prior to the end of the Initial Term. In the absence of such notice, this Agreement will automatically renew for additional successive one (1) year terms unless terminated pursuant to Section 7 of this Agreement (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor agrees to provide the System and perform the Services as set forth in the Implementation Scope of Services (Exhibit A), CORE Master License Agreement (Exhibit D) and Support, Escalation and SLA Policy (Exhibit F), which are attached hereto and incorporated herein. Time is of the essence.

4. WARRANTY FOR PROFESSIONAL SERVICES

Contractor expressly warrants that all services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the Final Business Requirements Design Document, requirements and instructions upon which this Agreement is based. Contractor shall warrant its Services for a period of one (1) year after acceptance. If City notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor shall re-perform such Services, at no cost to the City, in compliance with the foregoing warranty when defects are due to the negligence, errors or omissions of

Contractor. If Contractor fails to correct the services within thirty (30) days of notice, City may make corrections 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 for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B and is 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. All work performed or materials 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 after the Initial Term, by giving not less than Ninety (90) days' prior written notice to Contractor.

B. Customer's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the Customer shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

C. 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.

D. 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, each Party will deliver to the other Party all information or material that it 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, which such approval shall not be unreasonably withheld or delayed. 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 one Party in performance of this Agreement shall be held confidential and shall not, without the prior written consent of the other Party, 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 one Party which is otherwise known to the other Party or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data conceived or developed by Contractor in the performance of the project, or developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived and developed by City's facilities or personnel, but shall not include intellectual property of Contractor.

13. 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 four (4) 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 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 Scope of 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 of this Agreement, 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: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at klee@santaclaraca.gov

And to Contractor addressed as follows:

Wonderware, Inc. dba CORE Business Technologies
950 Warren Avenue 4th Floor
East Providence, Rhode Island 02914

and by e-mail at raj.lakhani@corebt.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 to this Agreement.

Notwithstanding the foregoing, any changes to this Agreement that relate to (i) the deletion of Services, (ii) adding additional Services, or (iii) changing or modifying Services, not to exceed the maximum compensation of this Agreement, shall be made by a written Change Order signed by both City and Contractor project representatives.

The change order shall be prepared in a form that sufficiently describes the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase.

25. EXECUTIVE ORDER N-6-22

In order to comply with the Governor's Executive Order, the following information is provided which will be included in City bids and agreements until such time that the EO is rescinded.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs the City of Santa Clara to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-

sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

26. 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.

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: _____

Office of the City Attorney
City of Santa Clara

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WONDERWARE, INC. DBA CORE BUSINESS TECHNOLOGIES
a Rhode Island corporation

Dated: 07/07/2022
By (Signature): Dan Paulus
Name: Dan Paulus
Title: Chief Executive Officer
Principal Place of Business Address: 950 Warren Avenue 4th Floor, East Providence, Rhode Island 02914
Email Address: dpaulus@corebt.com
Telephone: (866-567-2673) ext 1478
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES FOR IPAYMENT ENTERPRISE SOLUTION

1. INTRODUCTION

1.1. The City wishes to implement Contractor's iPayment Enterprise, a vendor-hosted centralized cashiering system.

1.2. This scope of services defines the principal activities and responsibilities of Contractor and the City for system configuration and implementation and includes the Departmental Deposits and Short-Term Undistributed Payments solution.

1.3. Under this Agreement, Contractor shall provide all professional services required to deliver items in this Exhibit A and in the Business Requirements Design Document (BRDD).

2. PROJECT MANAGEMENT

2.1. Both City and Contractor agree to appoint a principal point of contact, identified as "Project Manager", to whom all communications between the parties with respect to deployment of this project shall be directed.

2.2. The Contractor's Project Manager shall be the primary person communicating with the City and keeping City fully apprised on the status and progress of the project. The Contractor's Project Manager shall also be responsible for project schedule updates in Mavenlink; creation and preparation of progress reports which are available in Mavenlink and meeting minutes which can be provided as transcripts of recorded meetings; adherence to project scheduling; and general project coordination. City users will be granted access to Mavenlink.

2.3. In general, the Contractor's Project Manager has the leadership role in carrying out the scope of work and implementation to successful completion and go-live. The City's Project Manager is primarily a support role to ensure the City's requirements are met and project is completed successfully and on schedule. City and Contractor Project Managers will jointly coordinate day-to-day execution of the project schedule. City and Contractor Project Managers will collaboratively manage project scope, budgets, issues, risks, communications and Change Orders.

3. CITY RESPONSIBILITIES

The City shall:

3.1. Provide appropriate personnel for the project.

3.2. Provide access to appropriate personnel as required by Contractor during configuration, development, installation, and training.

3.3. Allow Contractor to have VPN access to host system test and production application and database instances. Contractor shall conform to the security protocol of the City.

City will work with Contractor to determine the best approach for accessing Contractor's data center to support the ASP hosting.

3.4. Be responsible for setting up and managing the merchant banking and credit card accounts and all associated costs and respective fees where applicable.

3.5. If City chooses to implement the optional ICL/ACH service, City shall comply with the rules and regulations governing electronic check (ACH) transactions as published from time to time by the National Automated Clearing House Association. City will also comply with the rules, policies and procedures of the payment card issuers. Should the City be notified by its vendor(s) in writing that it is not in compliance with such rules, regulations, policies and procedures, City will comply within (90) days of receipt of written vendor notification.

3.6. Acquire and maintain third party software licenses, equipment and communication services necessary to connect to the CORE ASP and to download, print and otherwise process data delivered by the CORE ASP, including but not limited to desktop computers, network servers and printers, applications software and operating system software, telecommunications connections and Internet services.

4. IMPLEMENTATION

4.1. General Responsibilities

4.1.1. Contractor shall provide a Welcome Guide to the City. This will be accomplished as part of the Business Requirements Design Meeting described below.

4.2. Business Requirements Design

4.2.1. Contractor shall conduct a remote Business Requirements Design Meeting to review project scope and deliverables, functionality, and integration requirements.

4.2.2. Within fifteen (15) business day of the Business Requirements Design Meeting, Contractor shall prepare and deliver to City an Initial Business Requirements Design Document (BRDD). The City shall provide a written response to the Initial BRDD and all subsequent versions within ten (10) business days from receipt.

4.2.3. Contractor shall incorporate any feedback from the City on the Initial BRDD. Once the City accepts the BRDD in writing, the document will be incorporated herein as the controlling functional document for all system acceptance testing performed by the City.

4.3. System Configuration

4.3.1. Contractor shall add interfaces as outlined in Section 2 of Exhibit B which are used in OneStep, the existing version of Contractor's central cashiering system.

4.3.2. Contractor shall configure Undistributed Payments to be handled through baseline iPayment configuration as a short-term measure and prior to implementation of the Undistributed Payments/Trust Module as identified in Section 5.1.4. Configured functionality will consist of the following:

4.3.2.1. Establish a Transaction Type for the undistributed payments with an identifier (e.g., account number, checking account number, or full name), description, contact information (e.g., name, address, phone, email), etc. where the user collects as much as they can.

4.3.2.2. Create, save, and run a Transaction Type Report in detail for the Undistributed Payment type with a CSV output of all data elements.

4.3.2.3. City will import the CSV into a system like Microsoft Access or Excel where the data can be manually tracked and manipulated.

4.3.2.4. Use CORE's Reversal process to then apply the money when the time comes.

4.3.3. Contractor shall implement credit/debit card processing to the Managed Services Gateway.

4.3.4. Contractor shall configure merchant and bank information in the Managed Services Gateway with appropriate merchant and bank information.

4.4. Testing and Final Acceptance

4.4.1. Contractor shall stand up and configure Development, Test and Production instances in its data center for integrated host system processing.

4.4.2. Contractor shall provide testing and quality assurance prior to delivery to the City's Test Environment. The City shall conduct a 30-day user acceptance testing (UAT) in accordance with the Final BRDD. During UAT, the City and Contractor shall prepare a punch list of items required to complete system configuration and implementation in accordance with the Final BRDD. Contractor shall provide corrections and/or action plan for go-live critical punch list items within ten (10) business days of City's notification.

4.4.3. Deficiencies identified during testing that are not within the Final BRDD may result in a Change Order. Any additional cost will be in accordance with the rates set forth in Exhibit B.

4.4.4. The City shall approve the go-live date but no later than thirty (30) calendar days after Contractor's completion of go-live critical punch list items. Upon City's approval, Contractor shall perform final quality assurance for the City to use iPayment in a production capacity.

4.4.5. Within 30 calendar days after go-live and following completion of all punch list items, delivery of Documentation (user and admin guides), completion of training, and City's validation that the system meets the Final BRDD, both parties will execute the Final System Acceptance Certificate (Appendix A1) to memorialize system acceptance. Additional services procured by the City after the Contractor has begun configuration of the Development, Test and Production instances will not be deemed punch list items, unless both parties agree otherwise.

4.4.6. By executing the Final System Acceptance Certificate, the City agrees to pay Contractor any remaining and approved outstanding invoices and any previously withheld retainage.

4.5. Documentation

4.5.1. Contractor shall provide administrative and user documentation.

4.6. Training

4.6.1. Contractor shall provide training to the City on the system that includes training for administrators and end users. Training hours are as identified in Exhibit B.

4.6.2. Training will be conducted in the "train the trainer" format with the provision of suitable materials that will permit the City to train its own staff using the User and Administrative guides. Contractor will offer one (1) User, one (1) Administrative and one (1) Report training online. Additional online training can be scheduled with the Contractor during the term of the agreement at current daily rate.

5. ADDITIONAL SERVICES

5.1. At its sole discretion, the City may elect to implement the following additional services/products:

5.1.1. Online Portal to constituents' self-service payments for miscellaneous fees and transactions.

5.1.2. Reconciliation Services Gateway

5.1.3. Access Reporting Tool Replacement (Needs final discovery and specification should City choose to move forward).

5.1.4. Undistributed Funds/Trust Module (Module delivered based on CORE roadmap).

5.1.5. Optional ICL Processing

5.2. Maximum compensation for such additional services/products is set forth in Exhibit B, except where more discovery and final scope is needed. Initial estimates are listed in

Exhibit B based on initial information. Contractor will provide actual cost when scope is finalized.

5.3. Contractor shall not provide any additional services/products without prior written authorization from the City including a final scope of services for such services.

APPENDIX A1
FINAL SYSTEM ACCEPTANCE CERTIFICATE

This Final System Acceptance Certificate is provided with reference to the Agreement for Services between the City of Santa Clara and Wonderware, Inc., doing business as CORE Business Technologies, for the configuration and implementation of iPayment Enterprise.

Contractor and the City acknowledge that:

1. Contractor has delivered all system or product documentation promised under this Agreement.

2. The system is accepted, and all punch list items generated during testing have been completed.

3. By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

Wonderware, Inc., doing business as CORE Business Technologies

By: _____

Name: _____

Title: _____

Date: _____

City of Santa Clara

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed **Five Hundred Sixteen Thousand Eight Hundred Sixteen Dollars ($516,816)** during the Initial Term of the Agreement, subject to the appropriation of funds. Any additional services or products requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to this Agreement.

After the Initial Term, the maximum compensation shall be based on the funds appropriated for the applicable renewal term.

Table B1: Five-Year Cost Summary

Description	Amount
One-Time Fees	
Implementation Fee	$164,500
Peripheral Hardware	$14,855
Recurring Fees	
Year 1	$50,265
Year 2	$50,265
Year 3	$50,265
Year 4	$50,265
Year 5	$50,265
Subtotal	$430,680
20% Contingency for Additional Products & Services	$86,136
Maximum Compensation	**$516,816**

2. IPAYMENT ENTERPRISE IMPLEMENTATION

2.1. Contractor shall configure and implement the iPayment Cashiering System as set forth in Exhibit A for a fixed fee of $164,500, a breakdown of which is provided below in Table B2.

Table B2: Breakdown of One-Time Implementation Fee

Description	Amount
iPayment Enterprise - iCashiering, Admin Center Base Setup Fee	$30,000.00
• Base system setup and database configuration	
• Design Specification Documentation	
• System Configuration	
• QA Testing	
Project Management	$25,000.00
• Oversight of CORE Cashiering project deliverables for project duration. Any changes in project scope impacting the project timeline will result in an extension of project management resources at $2,500/month	
Interface Development	

Description	Amount
• Peoplesoft A/R Inquiry & A/R Batch Update – $7,500/definition	$15,000.00
• Peoplesoft Financials Validation & Batch Update (GL validation to be performed at the segment level, after the complete chart of accounts has been filled in) – $7,500/definition	$15,000.00
• HDL - $7,500/definition (based on an inquiry & update web services API)	$15,000.00
Single Sign-On Integration	$15,000.00
One-Step to iPayment Implementation and Implementation Services (140 hours)	$31,500.00
eBusiness Requirements Design	$9,000.00
• Covers 40 hours:	
▪ Departmental Meetings	
▪ Data gathering for Design Specifications Document	
▪ Additional 8-hour blocks at $1,800/day	
Remote Training and Deployment Support – 40 hours (additional 8-hour blocks at $1,800/day)	$9,000.00
Documentation (includes user and admin guides)	Included
TOTAL	**$164,500.00**

2.1.1. Contractor is not responsible for third party integration, license or use fees except to the extent such third-party products are part of the integration delivered to Customer.

2.2. Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms as detailed in Table B3, following delivery of designated milestones.

Table B3: Payment Schedule

Payment Schedule	***Amount***
20% Upon delivery of Initial BRDD	$32,900.00
10% Upon Customer acceptance of BRD Document	$16,450.00
30% Upon Delivery of Project to Test Environment	$49,350.00
30% Upon Movement of Project into Production Environment*	$49,350.00
10% Upon Final System Acceptance	$16,450.00
Total	**$164,500.00**

**If the City causes delay of more than 60 days to project plan, the parties agree that the payment schedule will be adjusted so that the 30% Upon Movement of Project into Production Environment will change to 20% due at originally agreed upon date and 10% at actual date.*

2.3. City shall notify Contractor of any disputes related to deliverables within fifteen (15) calendar days of receipt of invoice. Parties shall work cooperatively to resolves all disputes within thirty (30) calendar days.

3. RECURRING FEES

The recurring fees set forth in Table B4 below will serve as the baseline for the recurring fees to be charged during any Renewal Term. Contractor will notify City of any changes to the fees for any Renewal Term at least forty-five (45) days prior to the start of the Renewal Term. Any increase to the fees for the first Renewal Term following the Initial Term may not exceed five percent (5%).

Additional increases may be applied at any time during the Initial Term if required quantities/transactions increase.

Table B4: Breakdown of Recurring Fees

iPayment Enterprise – 5-year term	*Annual Recurring Fee*
iPayment Enterprise Subscription License includes:[1] • *iCashiering* – POS, Remote Departments • *Admin Center* – for research, reports, and configuration • Enterprise license – Unlimited users, • Unlimited number of collection points, • Up to an initial 25,000 annual transactions, • Annual License Maintenance and Support **Additional Transaction Volume block option:** • Additional 10,000 annual transaction block - $545/month • Additional 25,000 annual transaction block - $835/month • Additional 50,000 annual transaction block - $1,585/month	$17,940.00
CORE ASP (Hosting Service)[2] • PCI-DSS Level 1 Compliant Data Center • 24/7 Security Monitoring • Hardware Management and Support • IIS Server & Licensing • dB Server & Licensing • Test Instance • Production Instance • Up to an initial 25,000 transactions per year **Additional Transaction Volume blocks:** • Additional 10,000 annual transaction block - $295/month • Additional 25,000 annual transaction block - $425/month • Additional 50,000 annual transaction block - $795/month	$30,000.00
RECURRING MONTHLY LICENSE AND HOSTING FEES - SUBTOTAL	**$47,940.00**
Managed Service Credit Card Gateway	***Annual Recurring Fee***
Gateway fee ($0.07/transaction, up to 7,500 trans/year)[3]	$525.00
EMV & P2PE Support License per card device, ($360.00/year/5 devices)[3]	$1,800.00
MANAGED SERVICES GATEWAY - SUBTOTAL	$2,325.00
ANNUAL RECURRING FEES - TOTAL	**$50,265.00**

[1]25% of the amount will be billed quarterly, or $1,121.25 per quarter, in advance commencing with the date of the Business Requirements Design Meeting. Thereafter, 100% of the amount, or $17,940.00, will be billed annually Upon Movement of Project into Production Environment.
[2]100% of the amount will be billed annually in advance commencing Upon Delivery of Project to Test Environment.
[3]Billed annually commencing Upon Movement of Project into Production Environment.

4. PERIPHERAL HARDWARE

Table B5: Peripheral Hardware

Description	Unit Price	Qty	Total
TM-S9000 All-in-One Multi-Functional Device (Supports Receipt Printing, MICR Reader, OCR Scanning, ID Card and Check Imaging (ICL) for Check 21), includes 2-year warranty	$1,846.00	5	$9,230.00
• *2-year Extended Warranty for Multifunctional Device*	$200.00	5	$1,000.00
Integrated Secure Entry EMV & P2PE Compliant Credit Card Terminals – (Requires Monthly EMV/P2PE fees of $30.00/Terminal), includes 1-year warranty	$925.00	5	$4,625.00
TOTAL HARDWARE COST			**$14,855.00**

Peripheral hardware is shipped FOB Destination, Freight Prepaid and Add.

5. ADDITIONAL PRODUCTS AND SERVICES

The City has set aside the amount of $86,136 for the payment of additional products/services that may be required during the term of the Agreement. No additional products or services will be performed unless both parties execute a Change Order or an Amendment to the Agreement outlining the services/products requested and the compensation agreed for such services.

Additional products/services shall be separately negotiated to paid on a lump sum or time and material basis at the rates set forth in Table B6, as authorized by the City.

Table B6: Fees for Additional Products and Services

Description	Not-to-Exceed Amounts
Online Portal	
• One-time setup fee based on the following criteria: o Project kickoff (finalize project scope and schedule) o Provide up to (10) transaction types o Provide integration for up to (2) host systems o Provide website integration strategies (desired City look and feel)	$30,000
• Project management fee ($2,500/month @ 6 months)	$15,000
• Additional one-time setup fee for ACH File for online eCheck Tender	$9,000
• Recurring ACH Daily File Support for online eCheck Tender ($295/month)	$3,540 per year
Reconciliation Services Gateway	
• One-time setup fee	$7,500 per bank
• No additional project management fee	/////
• Annual recurring license fee	$18,000 per year

Description	Not-to-Exceed Amounts
Access Reporting Tool Replacement	
• One-time setup fee	$9,000
• Project management fee (3 months @ $2,500/month)	$7,500
• One-time CORE developed data imports and ad-hoc reports (actual amount will be based on final discovery and specification)	$35,000 – $75,000
• Annual recurring license fee	$11,940 per year
• Additional detailed discovery will be required to determine needs, scope, product fit and final pricing	
Undistributed Funds/Trust Module	
• One-time setup fee (actual amount will be based on final discovery and specification)	$13,500 – $18,000
• Annual recurring license fee	$11,940 per year
Optional ICL Processing	
• One-time setup fee for ICL File Creation at POS	$9,000
• Recurring ICL Daily File Support ($295/month)	$3,540 per year
Hourly Rates for Other Services	
Custom Programming	$281.25/hour or $2,250.00 per day

6. INVOICING

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

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, 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.

D. 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.

E. 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. 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.

5. 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.

F. 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 e-mailed to ctsantaclara@ebix.com:

Or by mail to:

EBIX Inc.
City of Santa Clara – Finance Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

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
CORE MASTER LICENSE AGREEMENT

This Master License Agreement ("License Agreement"), made and entered into by and between Wonderware Inc. d/b/a CORE Business Technologies, (hereinafter called "CORE"), a corporation duly authorized and existing under the laws of the State of Rhode Island and having its principal offices at 950 Warren Avenue, 4th Floor, East Providence, RI 02914, and the City of Santa Clara, (hereinafter "Customer"), a California municipal corporation.

This License Agreement is an Exhibit to the Agreement for Services between the City of Santa Clara and Wonderware, Inc. d/b/a CORE Business Technologies dated _____ and is incorporated into the Agreement by this reference.

1. SECTION 1 - DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

1.1. "Agreement Term." The period commencing on the Effective Date and continuing through the Term of the Agreement for Services between the City of Santa Clara, California and Wonderware, inc. dba Core Business Technologies ("Agreement').

1.2. "CORE ASP". The PCI-DSS level-1 certified environment managed by CORE from where the Licensed Program is hosted.

1.3. "Enhancements." Changes or additions, other than Error Corrections, to the Licensed Program that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.4. "Error." A problem caused by incorrect operation of the computer code of the Licensed Program or other issue that produces incorrect results or causes incorrect actions to occur.

1.5. "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such non-conformity.

1.6. "Effective Date." The "Effective Date" found in the Agreement

1.7. "Final Project Specification": The project functionality specification developed by CORE as a result of the design meetings in cooperation with the Customer that is agreed to in writing by the parties.

1.8. "Licensed Program." The computer program specifically identified within the Exhibits herein as applications within the *iPayment Enterprise* product line, including object code, written and electronic documentation as well as related procedural code, Enhancements, Error Corrections, and Custom Modification.

1.9. "Normal Working Hours." The hours between 8:30 AM and 5:00 PM Pacific Time. Monday through Friday, excluding regularly scheduled holidays of CORE.

1.10. "Privacy Laws." All present and future laws and regulations relating to the privacy of individually identifiable medical, financial or other information including, the Health Insurance Portability and Accountability Act of 1996 and rules and regulations promulgated thereunder (HIPAA).

1.11. "Proprietary Information and Intellectual Property." Unpublished and published "know-how" and "trade secrets" which shall include, without limitation, the Licensed Program, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by CORE or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

1.12. "Specifications." The functional performance parameters of the Licensed Program as developed by CORE.

1.13. "Transaction" The creation of a record in the system transaction table with a uniquely assigned transaction reference number. Examples: (i) the posting of a single transaction to a receipt tendered by one or more payment types (tenders) will result in a single transaction record, (ii) the posting of more than one transactions to a receipt tendered by one or more tenders will result in transactions equal to the number of items, (iii) the posting of a parent transaction (i.e. customer lookup) containing child transactions (i.e. invoices) will result in the creation of transactions equal to the number of items plus the number of child transactions.

1.14. "Users." The designated Customer employee(s) including contracted staff for whom a unique identifier and password have been assigned by Customer to access and operate the Licensed Program.

2. SECTION 2 – GRANT OF LICENSE, USE OF LICENSED PROGRAM

2.1. Scope of License. Subject to compliance by Customer with the terms hereof, CORE hereby grants to Customer, for the Agreement Term, unless terminated as provided herein, a personal, non-exclusive, non-transferable license (without the right of sublicense), to: access the Licensed Program and use it only in object code form solely on computers owned or leased and used by Customer at its facilities, for up to the number of Transactions specified in Exhibit B, for the sole and express purpose of supporting the internal business activities of Customer.

2.2. Testing and Acceptance. Customer shall have 30 days from the first date the development system is available to Customer (the "Test Period") to test the Licensed Program to determine whether it functions materially in accordance with the Specifications. The Licensed Program will be deemed satisfactory to Customer and accepted by Customer unless Customer provides notice to CORE within the Test Period describing in detail any Errors in the Licensed Program. If Customer delivers a timely notice to CORE of any such Errors during the Test Period, CORE will correct those identified Errors that can be repeated by CORE within a reasonable time. If CORE is unable to correct said Errors within a reasonable time after receiving notice, Customer may elect to terminate this License Agreement through termination of the Agreement and CORE shall refund to Customer any License fees paid to CORE.

2.3 Minimum Hardware and Software Requirements and Connection. Customer acknowledges that in order for the Licensed Program to be executed, Customer's computers must meet or exceed the minimum published hardware, software (including third-party software) and communication requirements for the Licensed Program as set forth in the CORE minimum hardware and software requirements document (the "Minimum Requirements") set forth in **Exhibit E**. Customer agrees such requirements are subject to change, and that future versions of the Licensed Program may have different hardware and software requirements than those presently in effect. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Customer. Any hardware Customer purchases from CORE shall be subject to a separate hardware purchase agreement to be mutually agreed by the parties.

2.4 Third-party Software. To the extent set forth in the Specifications, Customer will execute and comply with additional license agreements provided by CORE for software produced by other licensors, including without limitation software described as such in the Exhibits and the Minimum Requirements, which will be used in connection with the CORE ASP Service.

2.5 Custom Modifications. The Customer acknowledges that the Licensed Program does not include customization ("Custom Modifications"), such as software interfaces to the Customer's host systems, check digit routines, interest computations, OCR edits, etc. Development by CORE of Custom Modifications during the Subscription Term is chargeable by CORE at the rates set forth in **Exhibit B** or as otherwise agreed in writing by the Parties.

2.7 Availability of CORE Enhancements. CORE will incorporate periodic updates and upgrades into the Licensed Program. CORE will schedule the implementation of major upgrades in cooperation with Customer.

2.8 Service Level Agreement. During the Agreement Term, CORE will provide Customer the level of support and service levels for the Licensed Program as specified in the CORE Support and Escalation policy set forth in **Exhibit F**.

2.9 Permitted Uses. The rights granted under this License Agreement permit the Customer: (1) to have access to and to use the Licensed Program during the Agreement Term; and (2) to install and use at Customer's facilities such additional components of the Licensed Program as CORE may supply for purposes of enabling Customer to access the Licensed Program and to perform ancillary functions on-site, all as specified in the system specifications, guides and Final Project Specifications. Customer and Customer's authorized Users may use the Licensed Program only to access Customer's Data for Customer's internal information processing needs. Customer agrees to abide by all applicable laws and regulations in connection with its use of the Licensed Program. Customer may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Licensed Program to any person or entity, or uses it to process the data of a third party. Customer shall take reasonable measures to restrict access to the Licensed Program to its authorized employees and agents. Customer shall be responsible for ensuring that all individuals having access to the Licensed Program through Customer's account will observe and perform all the terms and conditions of this License Agreement. Customer agrees to immediately notify CORE in writing of any misuse, misappropriation or unauthorized disclosure of the Licensed Program that may come to Customer's attention

3. SECTION 3 – TITLE TO MATERIALS

3.1 Title to Licensed Program and Licensed Documentation. Customer acknowledges that all right, title, and interest in and to the Licensed Program (including but not limited to all Enhancements and Custom Modifications) is and shall remain at all times the sole and exclusive property of CORE. Customer acknowledges that no such rights, title, or interest in or to the Licensed Program (including but not limited to all Enhancements and Custom Modifications) is granted under this License Agreement, and no such assertion shall be made by Customer. The Licensed Program is and shall remain the sole property of CORE, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid CORE for the use of Licensed Program or Custom Modifications. Customer is granted only a limited right of use of the Licensed Program as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this License Agreement.

4. SECTION 4 – FEES AND PAYMENTS

4.1 License Fees. Customer shall pay CORE the Subscription Fees for the Licensed Program set forth in **Exhibit B**. CORE shall bill and Customer shall pay the Subscription Fees quarterly in advance during the Agreement Term.

4.2 Per Diem. Customer will pay for CORE employee's meals during authorized travel, including tax and tips, up to the per diem amount established by the General Service Administration (GSA) for the destination location (available at: http://www.gsa.gov/perdiem). Customer will not pay for alcoholic beverages or service/delivery charges.

4.3 Other Costs. Other costs, including but not limited to air/train/taxi fare, charges for reasonable and normal travel time to and from the Customer site, parking, freight costs, reproduction charges, peripheral hardware shipping fees and other incidental expenses incurred by CORE on account of this License Agreement, shall be billed to the Customer at cost. Travel arrangements shall be reserved by the most logical and least expensive method.

4.4 Interest Fee. CORE shall have the right to charge Customer a monthly interest fee of 1.5% (18% annually) for all undisputed invoices which are over thirty (30) days past due.

4.5 Taxes. The fees and charges specified in this License Agreement are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Customer shall pay any such amounts upon request of CORE accompanied by evidence of imposition of such taxes or provide evidence of tax exemption status acceptable to the taxing authority.

5. SECTION 5 PROTECTION OF PROPRIETARY INFORMATION AND MATERIALS

5.1 Acknowledgement of Proprietary Information and Materials; Limitations on Use. Customer acknowledges that the Licensed Program and all other Proprietary Information and Intellectual Property are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of CORE, the development of which required the expenditure of considerable time and money by CORE. Customer shall treat the Licensed Program and all other Proprietary Information and Intellectual Property as confidential and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this License Agreement.

5.2 Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to Customer's data and information ("Customer Data"). Subject to the terms of this Agreement, Customer hereby grants to CORE a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Licensed Program to Customer, or to prevent or address service or technical problems under this License Agreement, or as may be required by law. Customer will be provided with a periodic backup of data in accordance with the schedule and methods delineated in the Specification. Upon termination of this License Agreement for any cause or reason (including Customer's breach), and upon payment of CORE's then standard charges for time and materials, CORE will provide Customer in an XML formatted file of Customer's data.

5.3 Secure Handling. Customer shall require that access to the Licensed Program shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Customer shall permit access only as necessary for either party's use thereof in accordance with the terms of this License Agreement.

5.5 Customer assurance with respect to reverse engineering. Customer is prohibited from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Licensed Program.

5.5 Proprietary Legends. Customer shall not remove any proprietary or other legend or restrictive notice contained or included in the Licensed Program or any material provided by CORE.

5.6 Customer assurance with respect to Users. Customer shall assure that all Users comply with the terms and conditions of this License Agreement.

6. SECTION 6 – LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

6.1 Limited Warranty.

a. CORE warrants that the Licensed Program will perform substantially in accordance with the Specification during the Agreement Term. CORE further represents and warrants that (1) it has the right to grant the licenses and access granted to Customer under this License Agreement for the Licensed Program; (2) the Licensed Program shall be free of any defect or any virus or other

program routine designed to erase or otherwise harm Customer's hardware, Customer Data, or other programs; and (3) the services shall be performed in a professional and workmanlike manner, according to minimum industry standards, and performed by competent personnel. CORE's entire liability and Customer's remedy for any breach of this warranty shall be for CORE, at CORE's option, to repair the Licensed Program within a reasonable time so that it complies with the warranty or provide notification to the customer of the inability to provide a repair. Upon such notification, the Customer will notify CORE within 30 days that (1) the Customer wishes to continue to use the affected module(s) or (2) the Customer will discontinue use of the affected module(s) and in such event CORE will issue a pro-rata refund all subscription fees paid from the date of warranted issue report to the date of discontinuation.
b. PCI Compliance. CORE will maintain compliance with PCI Security Standards throughout the term of this agreement, validated annually to meet or exceed the PCI Data Security Standards.

c. The warranty will not apply to the Customer if there is an Error or other deficiency in the Licensed Program which is attributable to inappropriate or unauthorized use of the Licensed Program, or neglect, misuse or abuse by the Customer or any agent or User of the Customer.

d. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, CORE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED PROGRAM, OR SUPPORT OF THE LICENSED PROGRAM. CORE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CORE DOES NOT WARRANT THAT THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE ERROR-FREE, OR ALL DEFECTS WILL BE CORRECTED. CORE ALSO DOES NOT WARRANT THAT THE LICENSED PROGRAM WILL FUNCTION PROPERLY IN COMBINATION WITH EQUIPMENT OTHER THAN EQUIPMENT SOLD BY CORE TO CUSTOMER, SOFTWARE MADE ACCESSIBLE TO CUSTOMER BY CORE, AND/OR IN ACCORDANCE WITH THE SYSTEM CONFIGURATION REQUIREMENTS.

e. The Licensed Program is provided over the Internet. Customer recognizes that the Internet consists of multiple participating networks which are separately owned and therefore are not subject to the control of CORE. Customer also recognizes that CORE's ability to provide the Licensed Program depends on Internet services provided to CORE. Malfunction of or cessation of Internet services by Internet service providers or of any of the networks which form the Internet may make the Licensed Program temporarily or permanently unavailable. WITHOUT LIMITING THE PROVISIONS OF THIS AGREEMENT, CUSTOMER AGREES THAT CORE SHALL NOT BE LIABLE FOR DAMAGES INCURRED WHEN INTERNET SERVICES ARE UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY, NETWORK (S) OR INTERNET SERVICE PROVIDERS, OR DUE TO ANY MISUSE, ACCIDENT OR ABUSE BY CUSTOMER OR ITS USER(S).

f. CORE will not be liable for unauthorized access to or alteration, theft or destruction of Customer's Data, files, programs, procedures, or information through accident, illegal or fraudulent means or devices, or any other method, unless such access, alteration, theft, or destruction is caused as a result of CORE's gross negligence or willful misconduct. It is Customer's responsibility to validate for correctness all output and reports. CORE will protect Customer's data and programs from loss by performing nightly backup procedures.

g. **LIMITATION OF LIABILITY.** THE OBLIGATIONS OF CORE AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES

OF CORE. IN NO EVENT SHALL CORE BE LIABLE HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF CORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO DAMAGES ARISING FROM CORE'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6.4.

6.2 Exclusive Remedy. As the exclusive remedy of Customer for any nonconformity or defect constituting an Error in the Licensed Program for which CORE is responsible, CORE shall use commercially reasonable efforts to provide Error Corrections with respect to such Error. However, CORE shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Customer, or (2) failure of Customer to notify CORE of the existence and nature of such nonconformity or defect upon its discovery.

6.3 CORE Indemnification. CORE shall and does hereby agree to indemnify, hold harmless, and save Customer from liability against any third-party claim, demand, loss, or action alleging that the Licensed Program, Error Corrections, or made by CORE infringe any third-party rights in the United States respecting copyright, trade secret, or patent resulting from Customer's use of the Licensed Program in compliance with this Agreement

7. SECTION 7 – TERM, TERMINATION AND CANCELLATION

7.1 Term and Termination.

a. Termination and Effect of Termination. This License Agreement shall terminate upon termination of the Agreement. Upon termination of this License Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to Confidentiality and Indemnification.

7.2 Actions Upon Termination. Upon termination of this License Agreement for any reason, Customer shall immediately cease use of the Licensed Programs.

8. SECTION 8 – MISCELLANEOUS

8.1. Severability. If any provision of this License Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this License Agreement will remain in full force and effect.

8.2. Force Majeure. CORE shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond CORE's control including, without limitation, fires, embargoes, war (or other outbreaks of hostility), governmental acts and regulations, receipt of orders from all sources in excess of its suppliers' then-scheduled production capacity, and other causes beyond CORE's control.

8.3. New Platform Protection. As long as Customer maintains a continuous software support Agreement with CORE for each of the modules included herein, Customer shall have the right to transfer the licenses for any and all modules to any new hardware/platform environment (hardware and system software as defined herein) then currently marketed and supported by CORE. Customer agrees to pay for reasonable required services and out-of-pocket costs associated with the migration to the new platform.

8.4. Compliance with Privacy Laws. Each party shall also be responsible for ensuring that performance of its obligations and exercise of its rights under this License Agreement comply with all applicable Privacy Laws. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any Privacy Laws, (i) the parties shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws and regulations and (ii) the parties shall execute and deliver any documents required to comply with such Privacy Laws including, without limitation, any business associate agreements required under HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

City of Santa Clara	***Wonderware Inc. d/b/a CORE Business Technologies***
By:(X) _____	*By:(X)* Dan Paulus
Printed Name: _____	*Printed Name:* Dan Paulus
Title: _____	*Title:* CEO
Date: _____	*Date:* 07/07/2022

EXHIBIT E
MINIMUM HARDWARE REQUIREMENTS
COMMUNICATION AND CONNECTIVITY REQUIREMENTS

PCs should have the following minimum configuration:

- 1GHz Core 2 Duo (or better)
- MS Windows 7 or higher
- 1GB RAM
- USB Ports (enough to support required hardware)
- Monitor with 1024 x 768 or greater

Operating System/Software Environment

Workstation must be running Internet Explorer version 11.0 or higher and Microsoft.Net Framework 4.8 or higher installed (if the peripheral package is installed). Chrome, New Edge and Firefox are supported.

Payment Gateway Connectivity for the credit card device for POS card processing

The following sites need to be accessible through the firewall to complete connection to all required gateway services:

https://vhq.verifone.com/MessagingServer/MessageHandler.asmx
This is the online monitoring service for the devices. It is used to monitor the connection status', pull log files and push updates as needed.

For production, these URLS are needed.
https://api.vfipayna.com/IPCHAPI/RH.ASPX
https://api.vfipayna2.com/IPCHAPI/RH.ASPX

For test, these URL's are needed.
https://cert.api.vfipayna.com/IPCHAPI/RH.ASPX
https://cert.api.vfipayna2.com/IPCHAPI/RH.ASPX
These are the main and backup URL's for the payment gateway. The Point device talks directly to these URL's for credit card payments.

Ports 5015 and 5016
These are for communication between the Peripheral Service and the card devices

EXHIBIT F
SUPPORT, ESCALATION AND SLA POLICY

This document defines CORE Business Technologies' support and escalation procedures in accordance with the following tables and severity labels.

Software support will be conducted by the Core Business Technologies Support Services team at 950 Warren Avenue, 4th Floor, East Providence, RI 02914.

Email: softwaresupport@corebt.com
Tel: 866-567-2673

Normal Business Hours Unless otherwise agreed between CORE and Customer in writing, the services described in this section shall be rendered during CORE's normal business hours of 8:30 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding designated CORE holidays.

Designated CORE Holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Eligibility
Subject to Customer's compliance with the terms of this Subscription Agreement and in consideration of Customer's payment of the Subscription Fees, CORE will perform the Support described in this section. All support and escalation must be initiated by the designated authorized representative of the client. No end user support is provided with this agreement.

Supported Version
CORE shall support the version of the Licensed Program being used by the Customer regardless of subsequent upgrades for a period of 3 years; it is understood by Customer that implementation of upgrades may be necessary to optimize performance, leverage new features and receive functional updates.

Process
Support will take affect after basic diagnostic steps have been performed in accordance with the specification document. For system unavailability, system reload must be performed as part of system diagnostics.

1. **Initiation** – The call or email must be initiated by an authorize service representative and must be received through CORE's 1-800 support line, Tel: 866-567-2673, or at softwaresupport@corebt.com, which will be available 24 x 7.

2. **Logging** – The support request is logged and includes time and date received, name of caller, description of problem and action taken.

3. **Acknowledgement** – The call is acknowledged and assigned according to the service level table definitions.

4. **Service and support** – Production support will be attempted by the helpdesk personnel. If a solution cannot be achieved by the Helpdesk, service and support will be performed in accordance with the definitions stated in the Service Level Table.

5. **Escalation** – Escalation occurs in accordance with urgency and escalation table.

6 **Callback** – Response time is as listed in the Service Level Table according to your contracted level of coverage.

7 **Service Level Agreement:**

   a. **Service Level Commitment**. CORE will use its best efforts to ensure 99.5% Availability (as defined below) of the CORE ASP Service. A failure by CORE to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.5% Availability" means that the CORE ASP Service will be unavailable no more than .5% in any calendar month, based on a 24 hour day, 365 days a year, as determined by CORE (excluding any period of unavailability described in subsection b below). The iPayment ASP and Business Center ASP shall be deemed to be unavailable when CORE's automated monitoring system is unable to access the associated web or database servers ("Unavailability").

   b. **Exceptions**. CORE's service level commitment does not cover any unavailability attributable to (1) Customer's use of the CORE ASP Service otherwise than in accordance with user guides from time to time made available to Customer; (2) any configuration or erroneous data entered into the CORE ASP Service by Customer; (3) any event beyond the reasonable control of CORE, including the malfunction or unavailability of any public Internet backbone or network or of any server or service not under the complete control of the CORE, or (4) Scheduled Maintenance pursuant to subsection (c) below.

   c. **Scheduled Maintenance**. "Scheduled Maintenance" shall mean any maintenance performed during a standard maintenance window as determined by CORE (a) of which Customer is notified 72 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by CORE (telephone or email). CORE's standard Scheduled Maintenance window occurs on the second Tuesday of the month between the hours of 1AM and 4 AM Eastern Time. Customer shall be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The CORE ASP Service shall not be deemed unavailable during Scheduled Maintenance.

   d. **Service Credit Remedy**. If CORE determines, in its reasonable judgment, that the iPayment ASP or Business Center ASP did not attain 99.5% availability during any calendar month, CORE will credit Customer's account the pro-rated Subscription Fee for one day's service for each additional .5% that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single instance of Unavailability. All service credit requests must

be in writing and emailed directly to CORE's accounting department with ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the Subscription Fee. Customers with multiple CORE services will not receive more than one credit for any instance of unavailability. Eligibility for any credits is subject to the customer's account being current and with no outstanding balances due. THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE.

8. **Limitations of Support**.

   a. **Right to Refuse Requests**. CORE reserves the right to refuse CORE ASP Service Support requests when:

      i. A person other than a designated Customer Authorized Support Contact requests Support;

      ii. Support request procedures or instructions are not followed; or

      iii. CORE determines that the requested Support would seriously degrade CORE ASP Service performance and/or integrity.

   b. **Non-Supported Matters**. CORE will not provide Support for the following:

      i. Software that has been altered or modified by anyone other than CORE;

      ii. Third-party consulting services including applications design or recommendation, recovery of lost data due to third-party services, or any third-party Customer purchase recommendations;

      iii. Deficiencies created by Customer's negligence or fault;

      iv. Deficiencies resulting from malfunction of equipment other than the CORE authorized Equipment;

      v. Software not made available to Customer by CORE under this Subscription Agreement and the Schedules.

9. **Other Customer Responsibilities**.

   a. Customer agrees to limit access to CORE's Support to the designated Authorized Customer Support Contacts listed in the Specification or as amended to this agreement.

   b. Customer agrees to limit use of Support to occasions when the CORE ASP Service fails to function as described in the documentation or Project Specification, or Customer requires clarification of the documentation. Customer agrees to furnish descriptions of Deficiencies in the form requested by CORE's Support staff. Customer also agrees to assist CORE's efforts to duplicate the Deficiency.

   c. Customer agrees to provide help at the location of the Deficiency when telephone diagnostics and Support are performed. This help includes but is not limited to moving cables, rebooting equipment, following verbal instructions to edit files and search directories, read screens, and any other such help as is required by CORE to effectively diagnose and resolve the Deficiency. Customer's inability or refusal to provide such help or access releases CORE from any obligation to perform Support at that location for that service incident.

d. Customer shall be responsible for referring to any instruction manuals provided to Customer to resolve routine system administration tasks. CORE's customer support staff will refer Customer to the appropriate manual or recommend additional training to Customer in those instances where Customer requests Support and CORE's customer support staff determine that Customer's request is more appropriately handled by referring Customer to such sources.

e. Customer Authorized Support Contacts must either have participated in training conducted by CORE during the implementation process prior to being designated as an Authorized Support Contact. In most cases, an Authorized Support Contact should be the cashier's immediate supervisor and his or her backup. In organizations where one department is responsible for the iPayment ASP and another for Internet access and/or data communications systems, an additional primary and backup Authorized Support Contact may be designated from each of those two areas, for a total of four Authorized Support Contacts. CORE is not responsible for training of replacement Authorized Support Contacts. Additional training services are available at then current rates.

10. **Supplemental Services**. CORE will provide Customer with the Supplemental Services described in this section, subject to Customer's payment of additional Support Fees agreed upon by the parties.

- **Custom Engineering**. CORE shall have the right to charge Customer at CORE's then prevailing rate applicable to such services for the engineering of modifications to the CORE ASP Service requested by the Customer.

- **Training**. Customer may purchase additional training services at the CORE's then prevailing rate applicable to such services.

Service Level Table (All times Eastern Time)

Level	Definition	Escalation to next point	Response Time	Standard Coverage	Extended Coverage	24 x 7 Coverage
1	Product is down. No workarounds are available. CORE places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	This designation may only be assigned my management.	< 1 coverage hour	Monday – Friday 7:00am – 9:00pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm	24 x 7, 7 days per week
2	Major product functionality is not working according to product specifications; production use continues and product is not down. CORE places high priority on the technical issue and all necessary resources are assigned to the technical issue, but work is generally performed during normal business hours.	Reviewed daily by support manager. Escalated to senior management for review weekly. Issues which affect downtime are escalated immediately.	< 2 coverage hours	Monday – Friday 7:00am – 9:00pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm
3	Minor Product functionality is not working according to project specifications, or minor business processes cannot be met. The issue is assigned to the appropriate resources to resolve the technical issue within customer expectations.	Reviewed daily by Software Support Analyst. Escalated to support manager for review weekly.	< 4 coverage hours	Monday – Friday 8:30am – 5:00pm	Monday – Friday 8:30 am – 5:00 pm	Monday – Friday 8:30 am – 5:00 pm
4	Product and Project specific enhancement request or change orders. Change orders are scheduled upon signed acceptance receipt from Customer. Product enhancement requests are reviewed by Product Manager periodically in conjunction with release schedule.	Reviewed weekly based on delivery or release schedule. Delivery will be quoted with response to each specific request.	Delivery will be quoted with response to each specific request.	Monday – Friday 8:30am – 5:00pm	Monday – Friday 8:30 am – 5:00 pm	Monday – Friday 8:30 am – 5:00 pm

22-798 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Historic Preservation Agreement (Mills Act Contract) for 1356 Main Street

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
Brian Dawbin and Mary Ann Salyards, the homeowners of the residence at 1356 Main Street, are requesting approval of a Mills Act Contract, also known as a Historic Property Preservation Agreement, with the City which includes approval of a Ten-Year Restoration and Maintenance Plan.

The State of California enacted legislation that allows owners of historically designated properties to enter into a “Mills Act” contract with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280 and following. Mills Act Contract properties then qualify for property tax incentives contained in the California Revenue and Taxation Code. The purpose of a Mills Act Contract is to offer owner(s) of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City. A Ten-Year Restoration and Maintenance Plan is required to document specific maintenance and preservation activities proposed to be undertaken by the property owners for the Contract property.

The City Council established a process for evaluating Mills Act Contract requests on September 4, 1993 (Resolution No. 5843), that set a limit of five contracts per year. In 2004, the City Council increased the number of allowable contracts to ten per year. If approved, the subject proposal would be the second Mills Act Contract for the 2022 calendar year and within the City’s allowed number of ten contracts for 2022.

The subject property is currently listed on the City’s Historic Resource Inventory (HRI). An updated State Department of Parks and Recreation (DPR) form evaluating the significance of the structure (Historical Survey) was prepared for the current proposal and concluded that the property retains sufficient integrity to merit continued listing on the Inventory.

The project request was considered by the Historical and Landmarks Commission (HLC) at its meeting on May 5, 2022. The HLC reviewed the Historical Survey and Proposed Ten-Year Restoration and Maintenance Plan and recommended Council approval of the requested Mills Act Contract.

DISCUSSION
The applicants’ Statement of Justification and the proposed Mills Act Contract with exhibits including

the DPR and the Proposed Ten-year Restoration and Maintenance Plan (Attachment 1) demonstrate sufficient intent by the property owners to invest in the property consistent with the purpose for Mills Act Contracts. The City conducts periodic review of Mills Act Contract properties to verify that property owners are performing the maintenance and preservation activities described in the Ten-Year Restoration and Maintenance Plan.

Based upon information provided by the applicant, the subject property has sufficient historical value as to warrant use of a Mills Act Contract to promote the ongoing preservation of the property. The staff report for the May 5, 2022 HLC meeting is attached for reference (Attachment 2).

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from CEQA environmental review requirements per CEQA Section 15331, which exempts 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.

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 $207,782 and annual property taxes of $2,550 (source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act 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 reduction in taxes would be between 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 for the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of approximately $51 to $179.

As the current Council policy allows up to ten Mills Act Contracts to be approved each year, and the subject contract will be the second one for this year, the cumulative economic impact for multiple Mills Act Contracts 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

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 a Mills Act contract and adopt the Ten-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 1356 Main Street with applicants Brian Dawbin and Mary Ann Salyards; File No. PLN2021-15291.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Historic Preservation Agreement Including 10-Year Rehabilitation Plan
2. Historical and Landmarks Commission Staff Report of May 5, 2022

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 _____, 2022, ("Effective Date"), by and between Brian Dawbin and Mary Ann Salyards, owners of certain real property located at 1356 Main Street, Santa Clara, CA 95050 (“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 269-05-029, and generally located at the street address 1356 Main 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 October 18, 2021. 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 1356 Main 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: Brian Dawbin and Mary Ann Salyards
1356 Main 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 $7,564.00 (seven thousand, five hundred, and sixty-four dollars), 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:

_____
Office of the City Attorney
City of Santa Clara

_____
Rajeev Batra
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

"CITY"

Brian Dawbin and Mary Ann Salyards,
Owners of 1356 Main Street

By: _____
Brian Dawbin
1356 Main Street
Santa Clara, CA 95050

By: _____
Mary Ann Salyards
1356 Main Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

I:\PLANNING\2021\Project Files Active\PLN21-15291 1356 Main Street (Mills Act)\Mills Act Contract.doc

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 ***Resource Name or #:** (Assigned by recorder) 1356 Main Street

P1. Other Identifier: _____
P2. Location: ☐ **Not for Publication** ■ **Unrestricted** ***a: County** Santa Clara
and (P2c,P2e, and P2b or P2d. Attach Location Map as necessary.)
*b. **USGS 7.5' Quad** _____ **Date** _____ **T** ___; **R** ___; ____¼ **of** ____¼ **of Sec** ____; _____**B.M.**
c. Address 1356 Main 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, etc., as appropriate)

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This property falls within the Old Quad area of Santa Clara, which contains hundreds of houses dating from the 19th century through the 1930s, along with many newer buildings. Old Quad encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. A moderate number of houses in this area date to the 1850s-1880s, and very large numbers date to the 1890s-1900s. Along the eastern edge of the neighborhood is Santa Clara University, which consists of about eight large buildings dating from 1911-1930, plus newer buildings. By contrast, Santa Clara's historic downtown was razed in the 1960s through urban renewal.

(See Continuation Sheet, page 2.)

***P3b Resource Attributes:** (List attributes and codes) _____
***P4. Resources Present:** ■ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (isolates, etc.)

P5b. Description of Photo:
(View, date, accession #)
View looking west, August 2021

***P6. Date Constructed/Age and Source:** ■ Historic ☐ Prehistoric ☐ Both
ca. 1887

***P7. Owner and Address:**
Brian Dawbin
1356 Main St.
Santa Clara, 95050

***P8. Recorded by:** (Name, affiliation, and address)
William Kostura
P. O. Box 60211
Palo Alto, CA 94306

***P9. Date Recorded:**
August 2021

***P10. Survey Type:** (Describe). intensive

P11. Report Citation*: (Cite survey report and other sources, or enter "none".) none

***Attachments:** ☐ NONE ☐ Location Map ☐ Sketch Map ■ Continuation Sheet ■ Building, Structure and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List)

Description (continued)

The subject house, 1356 Main Street, is situated between Lewis and Harrison streets on a suburban lot measuring 63 feet in width by 152'-6" in depth. The house is set back from the front property line enough to allow for a spacious front yard. In the back yard are two outbuildings. Although two outbuildings existed in the back yard in historic times, the present buildings are almost certainly different structures and are relatively recent in date. One of them is a small shed with a hipped roof and greatly extended eaves that are supported by square posts. The other is an open car port with open sides that was built in the 1995 or a little later. Both of these small buildings employ shaped, curved brackets in emulation of the Victorian era.

The house itself is two stories in height, is wood-framed in construction, has a cross-gabled roof, and is clad in rustic siding. It is composed of two main blocks, one in the front and the other in the rear, of which the front is the larger. The next seven paragraphs describe the exterior of the front block.

This front block is L-shaped, with a forward wing at right, facing east (toward the street), a recessed wing at left, and a porch that fills the recess. The roof is gabled on three sides, with a front-facing gable over the forward wing (at right) and side gables facing north and south. On all sides the eaves are boxed and extend slightly beyond the walls of the house.

As mentioned above, the front porch fits into the angle of the two wings, all but filling the recess. It stretches almost, but not quite, the full width of the recessed wing behind it. Turned posts with decorative brackets and a course of spindles support the sloping wooden porch roof. The porch has an early or original wooden deck which is accessed by a short staircase with replacement wooden steps. The staircase has original carved newel posts and railings with stick-like balusters. These balusters, and similar balusters in the porch railing, are lightly scored to create texture.

The house is given its Queen Anne style through its form and a number of decorative elements. In the upper zone of the front gable, between the apex and a molded cornice, are courses of squares with incised bulls-eyes. Small curved brackets or corbels support the cornice. Beneath this, the second story is clad in decorative shingles with clipped bottom edges. The first story of this wing is expressed as a bay window with slanted sides. At the top of the bay window, curvilinear brackets with sunburst patterns and pendant knobs give visual support to the overhang of the second story. A panel filled with diagonal boards can be found over the first story window and transom. Rectangular panels can be found at the base of the bay window on all three sides.

On its south side, the recessed wing (at left) is treated similarly to the forward-facing wing: gabled, with boxed eaves; a cladding of fish-scale shingles in the gable; a first story treated as a bay window with slanted sides and sunburst brackets; panels filled with diagonal boards over the lower window; and panels at the base. The main difference is the lack of a cornice at the second floor level.

Description (continued)

On the north side (at right) is a gable that corresponds with the gable on the south side. This gable is flush with the wall and is also surfaced with fish-scale shingles.

All windows in the front block appear to be original, with wooden sash surrounded by flat board trim. With one exception, all windows are double-hung. The exception is in the first story of the forward-projecting wing at right. Here, a fixed transom window can be found over a large, fixed single-light window. The transom window is divided by muntins in a decorative pattern. All of the first story windows have wooden sills. The windows on two sides of the upper story — facing the street and on the south side — are paired, with narrow supporting moldings instead of sills. Two windows in the north side are similar, though they are slightly separated rather than engaged.

One more feature in the front block remains to be described. The front door is wooden, with five panels, of which the center panel is filled with decorative pyramidal studs. This door retains its original tooled brass hardware (knob and plate).

The rear block of the house was originally one story in height but received a major addition in the 1990s. (The plans for this addition are dated 1995. Building permits suggest the addition may not have been completed until 1999.). The only notable feature in the original first story is a set of paired windows with double-hung sash, flat board trim, a wooden sill, and narrow molded supporting brackets on the south side. The addition consists of a second story over the original first plus a two-story wrap-around balcony with Victorian-styled posts, newels, and balusters.

The interior has a number of original features, including a staircase with carved newel post and turned balusters, a fireplace with wooden mantle, an arched passageway with corbels between rooms, paneled doors, and window and door trim that is typical of late 19th century houses.

To sum up the integrity of this house: The exterior of the front block is essentially unchanged since the time of construction, and the interior has many original features as well. The rear block, originally one story in height, has been greatly added to with a second story and two stories of balconies.

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) 1356 Main Street

B1. Historic Name: Nathan H. Downing house
B2. Common Name: _____
B3. Original Use: residence B4. Present Use: residence
*B5. Architectural Style: Queen Anne
*B6. Construction History: (Construction date, alterations, and date of alterations)
House built 1887. Rear addition and carport built in 1995 or 1999..

*B7. Moved? ■ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____
*B8. Related Features:

B9a. Architect: unknown b. Builder: unknown
*B10. Significance: Themes history, persons, architecture Area local (Santa Clara)
Period of Significance 1887-1925 Property Type residence Applicable Criteria 1, 2, 3
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History

This section includes a timeline and brief history of the Old Quad neighborhood of Santa Clara; the history of the subject house; and a brief description of Queen Anne-style houses in Santa Clara that puts the architecture of this house in context.

Old Quad history

The Old Quad covers the quadrangle shown in an 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. The area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of its historic buildings are located here.

(*See Continuation Sheet, page 5*.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

See Continuation Sheet.

B13. Remarks:

*B14. Evaluator: William Kostura
Date of Evaluation: August 2021

(This space reserved for official comments.)

(Sketch map with north arrow required)

Old Quad history (continued)

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, the Jesuits acquired the mission and established Santa Clara College in 1851. It became known as the University of Santa Clara in 1912 and as Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1928 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to Sun Microsystems in the late 1990s, only the best four of the Agnew's buildings were retained, and the rest were demolished.

1890s-1950s. Santa Clara Tannery. This long-lasting business occupied many wooden buildings at the northeast corner of Lexington and Grant streets.

1890s-1960s. The Pacific Manufacturing Company was a huge business occupying many buildings in the block of Alviso, Bellomy, Grant, and Locust streets, plus warehouses and sprawling lumber yards in adjacent blocks. It made coffins, window sash, doors, blinds, cabinets, and windmills.

1910s-1960s. Fruit canning. There were several canneries in Santa Clara during these decades, but three were the largest and longest lasting: Rosenberg Brothers and Company; the Pratt-Low Preserving Company; and Libby, McNeill and Libby. Pratt-Low's complex included a huge one-story cannery building plus 25 seasonal workers' cabins in 1915, and by 1950 it had expanded to include over 100 workers' cabins. By 1950 Rosenberg Brothers had absorbed Libby, McNeill and Libby, and by 1961 Rosenberg Brothers had been taken over by the Mayfair Packing Company. Collectively, these canneries were probably the largest employer in the City of Santa Clara during most of the 20th century.

(*See Continuation Sheet, page 6.*)

Old Quad history (continued)

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

The demolition of the city's old downtown was a major historical loss, but the built environment in Santa Clara is otherwise able to represent, or evoke, important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two other early properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. A few houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1930s. While it is beyond the scope of this report to describe these houses in any detail, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses, especially those built before the 1920s, often possess fine details as well.

Because the subject house is a Queen Anne dating from the 1880s, a number of similar houses of the period and style are illustrated below.

The first owners of this house, the Downings

This house is listed in the City of Santa Clara's Master Plan (in its Historic Preservation and Resource Inventory page) as the Nathan H. Downing house, with a construction date of "ca. 1887." Primary source research supports both this construction date and the identity of the first owner.

(*See Continuation Sheet, page 7*.)

The first owners of this house, the Downings (continued)

Nathan Hall Downing (1852-1905) was a native of Missouri, where he worked as a farmer. In 1878 he and his wife Ida (b. 1853) lived in Knox County, where their twin daughters Bertha and Bernice were born. The family came to California in about 1885, to the East Bay town of Livermore, and the following year, in April 1886, Nathan purchased a newspaper, the Livermore Valley *Review*. It was, a newspaper notice said, "to be independent in politics."

The Downings stayed only briefly in Livermore. By January of 1887 they were living in Santa Clara and Nathan Downing had purchased another newspaper, the Santa Clara *Journal*, which had been founded in 1867 as the Santa Clara *News*. Under Downing's proprietorship it became an energetic booster of Santa Clara's prosperity. On July 4th, 1887, he published a special edition that touted the attractions of the Santa Clara Valley and of the town itself. A nearby newspaper, the San Jose *Herald*, offered high praise at the time. It said Downing "is determined to push his lovely town into the front rank, and… has with tireless energy and courage swept every obstacle aside and is rapidly bringing Santa Clara the prominence she deserves." Until Downing came along, it said, "such enterprise was unknown" in Santa Clara, and the town "had no home Ajax to fight her battles." Among other issues, the *Journal* favored the establishment of a cable railroad through the town. Both of the San Jose newspapers — the *Herald* and the *Mercury News* — made frequent mentions of the Downings, with occasional praise of his newspaper.

The paper was a semi-weekly in the 1890s and probably before then as well. To supplement his newspaper income, Downing may have done job printing on the side. This can be inferred by the fact that his occupation in the 1900 census is given as a "printer" and the fact that he issued a calendar on one occasion.

The Downings' almost certainly built their residence at 1356 Main Street in 1887, soon after their arrival in Santa Clara. Many news items and city directory listings note their location here. To work backward in time: When Nathan H. Downing's death in December 1905 was noted in the San Jose *Mercury News*, his residence was given as 1356 Main Street. City directory listings of 1901-1905 also list their address as 1356 Main, while directories of 1892 and 1894 list their address as Main near Lewis. In 1893, a brief notice in the San Jose *Herald* stated that the Downings celebrated their fifteenth wedding anniversary at their Main Street residence. In September 1889 the Downings' son Carl, aged seven, died of diphtheria at the family home "on Main Street." In 1888, close relatives and in-laws of the Downings, Mr. and Mrs. W. R. McQuoid of Kansas City, had come to reside in Santa Clara at the corner of Main and Lewis streets. They probably lived either with or very near the Downings. (Mr. McQuoid was in the area in order to work for Hubert Howe Bancroft in writing the history of California, Oregon, and Washington Territory.) Thus, the Downings appear to have been living in the subject house by 1888, and certainly in 1889.

(*See Continuation Sheet, page 8.*)

The first owners of this house, the Downings (continued)

Upon N. H. Downing's death in December 1905 the *Journal* was inherited by his daughters Bertha and Bernice, each age 27, and they were the proprietors, publishers, and editors of the newspaper for the next 20 years. They probably divided the tasks among themselves; for instance, local city directories for this period list Bernice as the manager and Bertha as the editor. Bertha must have assumed greater duties in 1922, when Bernice was appointed Santa Clara's postmaster, a job she held for twelve years under three Republican presidents. Under the twin sisters, the Journal remained a semi-weekly. Without giving more detail, Bernice's entry in Wikipedia states that "They transformed the Santa Clara Journal from a free press to a paying proposition." Bernice sold the newspaper in September 1925, less than three months after Bertha's death. In the same year, Bernice moved out of this house to live on Franklin Street in Santa Clara.

Both women were state officers in a national organization, the League of American Pen Women. Bernice was also a state vice-president of the National Editorial Association. For several years she was a member of the Santa Clara County Republican Committee — in 1914 she received the most votes among its five candidates — and according to her obituary Bertha was a member of this committee also. Bernice clearly had a dynamic personality. Numerous newspaper articles mention her popularity as a speaker before different groups around the Bay Area and in cities further south. Some time after 1930 she moved to San Jose, where she died in 1940.

Subsequent owners and residents of the house

Because the Santa Clara County offices have been closed this year, performing a chain of title is not possible at present. Of the residents listed below, the Murrays and Pasins are known (from their census listings) to have owned this house as well as lived here; Johnson and the Macedos are only known to have resided here.

1926: Joseph F. Johnson, no known occupation.

1928-1934: William L. and Melba Murray, both natives of Louisiana. His work always involved the repair and driving of motor vehicles. In 1926 and 1928 he was a "batteryman," in 1927 he was a tractor operator, during 1930-1931 he was an auto mechanic in a garage, in 1932 he was a truck driver, and during 1933-1934 he was a chauffeur. In contrast to the Downing family, the Murray family members were registered as Democrats in the 1932 voter lists. In 1935 the Murrays moved to 1310 Main Street, and then, from 1939 into the 1960s, they lived at 1386 Main Street.

(*See Continuation Sheet, page 9.*)

Subsequent owners and residents (continued)

1935-1950: Angelo C. and Catherine Pasin, natives of Italy and Spain, respectively. He always owned a barber shop on Franklin Street in Santa Clara. In 1935-1939 he co-owned this business as Lavinio and Pasin. The Pasins lived here with their daughters Rose and Victoria.

1955-1965. Mrs. Albertina Masedo, no known occupation, lived here through 1964. Her relative Julio (Jules), occupation also unknown, usually lived here, too, through 1965.

The Queen Anne style

The style of this house is Queen Anne. That style originated in England as an urban residential style that emphasized delicate surface ornament, usually on brick buildings. When the style was introduced to the United States in 1874 by Henry Hobson Richardson, with his W. Watts Sherman house in Rhode Island, it was in a very different, suburban, wood-framed mode.

East coast styles typically took a decade or so to arrive in California, and Queen Annes only began to be built in any numbers in San Francisco in about 1885. A few years more were required for the style to find its way to smaller cities and towns, but then it remained common through the 1890s and persisted into the first years of the 20th century. Thus, an 1887 construction date for the N. H. Downing house is both plausible and fairly early for Santa Clara.

In California, Queen Anne houses almost always have front-gabled roofs, a bay window with slanted sides beneath the gable, decorative shingles within the gable, and abstract surface ornament carved from redwood. In San Francisco, these houses are usually on narrow lots and have a vertical emphasis. In smaller cities and towns such as Santa Clara, where wider lots are the rule, houses are typically only one story plus an attic and basement in height, have a recessed wing fronted by a covered porch, and are horizontal in their emphasis.

Approximately 60 Queen Anne houses are listed on the “Historic Preservation and Resource Inventory” page of the City of Santa Clara’s website. Construction dates for these houses range widely, from 1866 to 1910. The few dates that pre-date the mid-1880s are almost certainly incorrect, and even 1885 (the date given to four houses) seems too early.

In all likelihood the subject house, with its construction date of 1887, is one of the very earliest Queen Anne-style houses in Santa Clara.

Integrity

The only notable alteration to this house has been a second story addition with covered balconies to the rear block. This was a large addition that comprises perhaps a quarter or a third of the total bulk of the present house. It left the original one-story rear wing in place, building on top of it and preserving an original paired window on the south side of that wing.

This addition left all three sides of the front block of the house intact. As is usual with historic houses in Santa Clara, the front is the part that has the important style features and conveys the Queen Anne style. Important elements such as the covered porch with turned posts, window sash, siding, and other details remain. Thus, the house retains integrity of design, materials, workmanship, and feeling. Because the house has never been moved, it retains integrity of location. Because the house would be readily recognizable to the early residents, it also retains integrity of association.

Regarding setting, a slight majority of the houses on both sides of this block of Main Street date from the 19th or early 20th centuries and are little altered. Thus, the setting of this house is mostly retained for that period but is somewhat diminished.

Evaluation to California Register Criteria

The California Register of Historical Resources is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places.

In order for a property to be eligible for listing in the California Register, it must be found significant under one or more of the following criteria:

* Criterion 1 (Events): Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

* Criterion 2 (Persons): Resources that are associated with the lives of persons important to local, California, or national history.

(See Continuation Sheet, page 11.)

Evaluation to California Register Criteria (continued)

* Criterion 3 (Architecture): Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

* Criterion 4 (Information Potential): Resources or sites that yield or have the potential to yield information important to the prehistory or history of the local area, California, or the nation. This criterion relates mostly to archaeology and so is not considered here.

Criterion 1. A moderate number of houses in the Old Quad neighborhood of Santa Clara are older than this one. One has been dated to the 1770s, one has been dated to the 1840s, and a scattering date to the 1850s-1880s. As a percentage of all of the houses in the Old Quad area, however, this house is still one of the oldest. Only a small percentage date to the year 1887 or earlier. The house thus represents an early period in Santa Clara's history when the town was just starting to transition from rural to suburban in feeling. Because of its age, its high integrity, and its ability to represent this early period of Santa Clara's history, this house appears to be eligible for the California Register at the local level under this criterion. The Period of Significance under this criterion is 1887-1910s, the first three decades of the house's history and a period when much of the Old Quad area was still being developed.

Criterion 2.

Both collectively and individually, three of the Downing family members, Nathan and his daughters Bernice and Bertha, were important in Santa Clara's history. Nathan Downing purchased the city's only newspaper, the Santa Clara *Journal*, and according to another (San Jose) newspaper raised it to another level while he published it for nineteen years, from 1886 until his death in 1905. He used this newspaper as a means of advocating for Santa Clara's growth. His twin daughters then published and edited the paper for the next twenty years, until Bertha's death in 1925. They were prominent in Santa Clara society in other ways as well, including as members of the County's Republican Central Committee, and, in Bernice's case, as the local Postmaster and as a frequent public speaker.

These are strong credentials for the Downings' importance in Santa Clara's history from 1886 until 1925. The family lived in this house for almost all of that period, from 1887 to 1925.

For these reasons, the subject property appears to be eligible for the California Register under this criterion. The Period of Significance is 1887-1925.

(See Continuation Sheet, page 12.)

Evaluation to California Register Criteria (continued)

Criterion 3

This is a fine example of a Queen Anne residence, and is one of the oldest houses of this style in Santa Clara. It must also be one of the oldest in the Bay Area. It has many of the features that is commonly associated with suburban examples of the style, including its gabled roof, a recessed wing whose angle is filled by a covered porch with turned posts, decorative shingles in the gable, brackets with sunburst patterns, and other decorative elements. While the rear addition is large, it is all but invisible from the front of the house. On the front, north side, and south side this house still clearly expresses its original Queen Anne design.

For this reason, the property does appear to be eligible for the California Register under this criterion at the local level. The Period of Significance is 1887, the year of construction. If a census is ever performed on the earliest surviving Queen Anne houses in the wider Bay Area, this house might also be found to be eligible at the regional level.

Contributing features

All of the contributing features of this house are found in the two-story front block of the house. They include:

* its footprint, height, and width

* all three gables with their boxed eaves and decorative shingles

* in the front gable, the courses of squares with bulls-eyes, and the molded cornice with supporting brackets of corbels

* the bay windows with slanted sides on the front and south sides

* the rustic siding

* the front porch with its sloping roof, turned posts, newel posts, curved brackets at the top of the posts, the railing and the balusters, and the wooden deck

* the paneled front door with its tooled hardware

* the sunburst brackets at the top of the first story in the bay window

(See Continuation Sheet, page 13.)

Evaluation to California Register Criteria (continued)

* the double-hung windows with their sills and flat board trim

* the fixed window in the front plane of the bay window, and its muntins, and

* the panels with diagonal boards over the first story windows in the bay windows.

The parts of the property that are not character-defining include:

* the landscaping of the front and back yards

* the non-original steps of the front porch

* the rear block of the house, because the addition of the 1990s overwhelms the part in the first story that is original, and

* the shed and car port in the back yard.

Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, 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 archeological significance is potentially eligible.

The subject property appears to meet the following local criteria:

Criterion for Historical or Cultural Significance

3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.

The original owners of this house, the Downings, owned the Santa Clara *Journal* from 1886 through 1925. Nathan H. Downing, in particular, was noted for raising the importance of the newspaper and for using it as a vehicle for promoting the city of Santa Clara, while his daughters Bernice and Bertha, in addition to publishing and editing the paper, were notable figures in Santa Clara in other ways. Both were members of the County's Republican Central Committee, and Bernice was the local Postmaster and a frequent public speaker. *(See Continuation Sheet, page 14.)*

Evaluation under City of Santa Clara criteria (continued)

4. The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

This house is almost certainly the last building in Santa Clara that has a close association with the Santa Clara *Journal*, the city's only newspaper for many years.

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. Included is the recognition of urban street pattern and infrastructure.

This house was built in 1887 and is one of many in Old Quad that predate World War II. After that war, rapid suburban growth changed the character of the larger city. This house, and hundreds of other houses in Old Quad from the 1850s-1930s, collectively create the feeling that Santa Clara is a historic city. This feeling remains strong and depends on the fact that so many houses from these decades can still be found in almost all parts of Old Quad. In addition to its individual significance as an early Queen Anne house (see below), this house contributes to the historic feeling of the Old Quad area.

Criterion for Architectural Significance

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

Built in 1887, this house is a very early and a distinctive example of the Queen Anne style. Its notable features are listed elsewhere in this report.

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.

This house features a recessed wing with a covered porch filling most of the recessed area. This form is common among Queen Anne houses in Santa Clara and is both highly functional and aesthetically pleasing. The carved newel posts, turned porch posts, and balusters draw visual attention to this part of the house. Elsewhere, on the front and south sides, bay windows with slanted sides and with sunburst brackets highlight the house's Queen Anne style.

References

City of Santa Clara General Plan. 8.9. "Historic Preservation and Resource Inventory." 1356 Main Street is listed as the Nathan H. Downing house, built ca. 1887. Recent research supports this construction date.

(*See Continuation Sheet, page 15*.)

References (continued)

San Jose and Santa Clara city directories 1892-1965 for residents of this house.

United States Voter Registrations of 1932 for William and Melba Murray. From Ancestry.com.

U. S. censuses of 1880 to 1940 for residents of this house.

"Bernice C. Downing." Wikipedia website entry. Primary source research supports many of the points made in this profile.

Building permits at the City of Santa Clara. The earliest available permits, for foundation work and the rear addition, date to the 1990s.

Newspaper articles on the Downings (in chronological order):

"Oakland." Alta California, April 6, 1886. N. H. Downing, a recent arrival from the East, has purchased the *Livermore Valley Review*.

"Santa Clara News." *San Jose Mercury News*, January 16, 1887. N. H. Downing owns the *Journal* and lives in Santa Clara.

"Labor and Land Values." *San Jose Herald*, July 5, 1887. N. H. Downing became proprietor of the Santa Clara Journal about one year ago. High praise for the paper.

"Santa Clara." *San Jose Mercury News*, March 1, 1888. W. R. McQuoid of Kansas City, a close relation of N. H. Downing, is in town.

"A Severe Fall." *San Jose Mercury News*, April 25, 1888. The McQuoids to reside at the corner of Main and Lewis streets.

San Jose Herald, April 18, 1893. The Downings' anniversary party at their Main Street residence.

"The Santa Clara Journal." *San Jose Mercury News*, April 1, 1894. Praise for N. H. Downing's *Journal*.

"Died." *San Jose Mercury News*, December 15, 1905. Death of Nathan H. Downing.

"Santa Clara Trustees…." *San Jose Mercury News*, September 9, 1914. Election of Bernice Downing to the Republican County Central Committee.

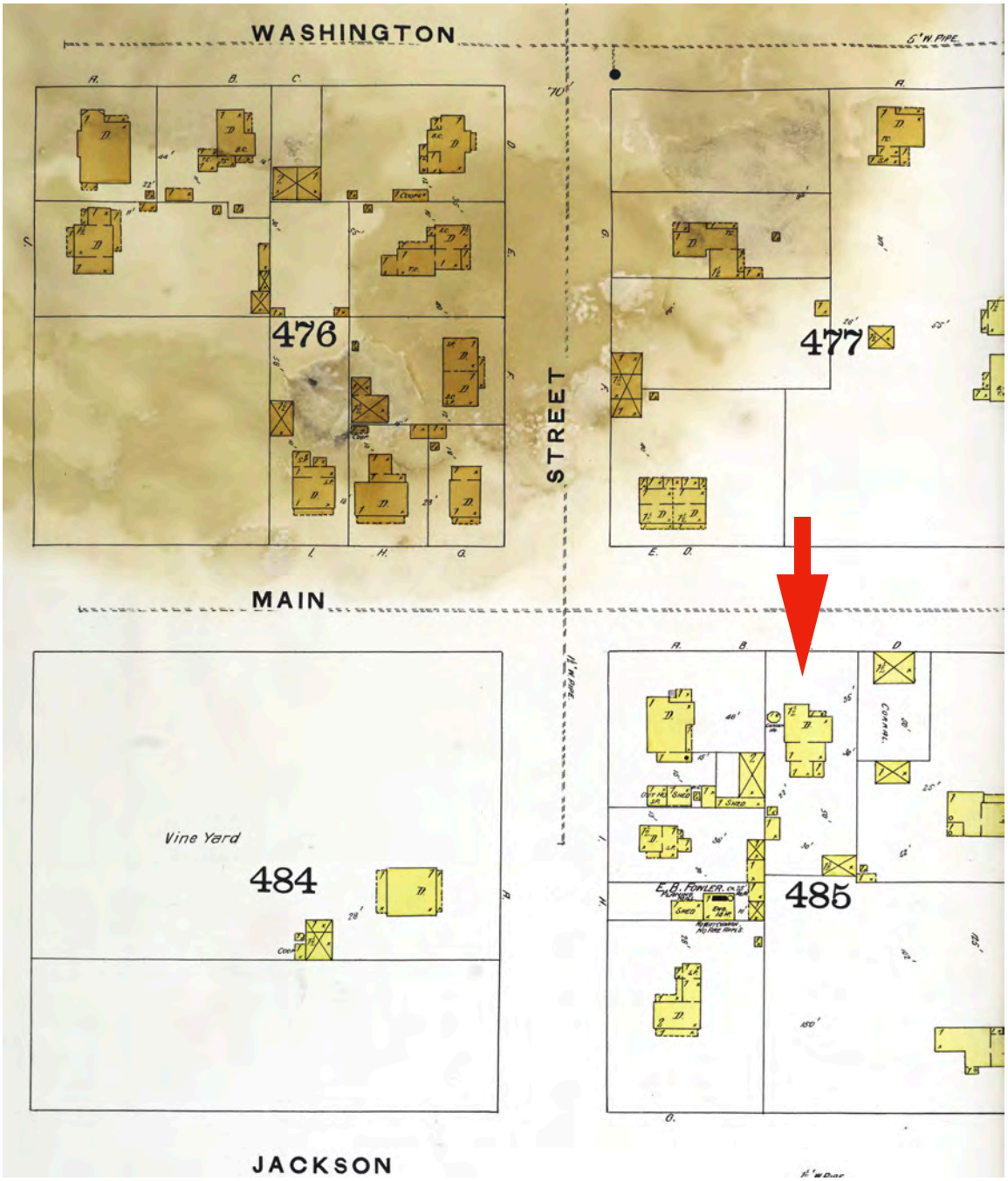
"California News Briefs." *Livermore Journal*, June 20, 1925. Death of Miss Bertha Downing.

"Newspaper Is Sold." *Humboldt Journal*, September 9, 1925. Bernice Downing sells the Santa Clara Journal.

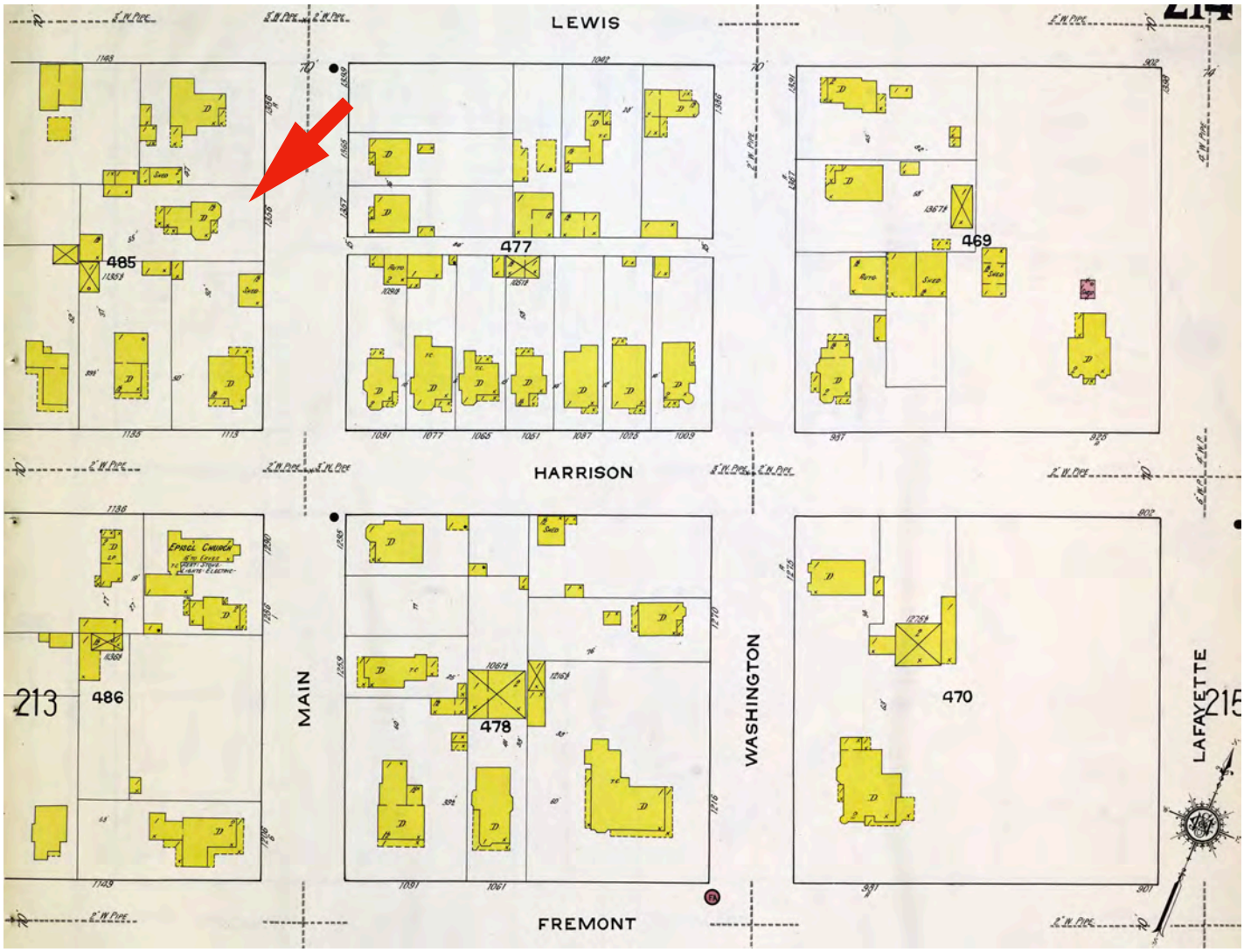
"Pen Women's League." Press-Democrat, March 26, 1927. Bernice C. Downing is the state v-p of the League of American Pen Women.

"Bernice Downing in San Jose." *Santa Cruz Evening News*, September 27, 1940.

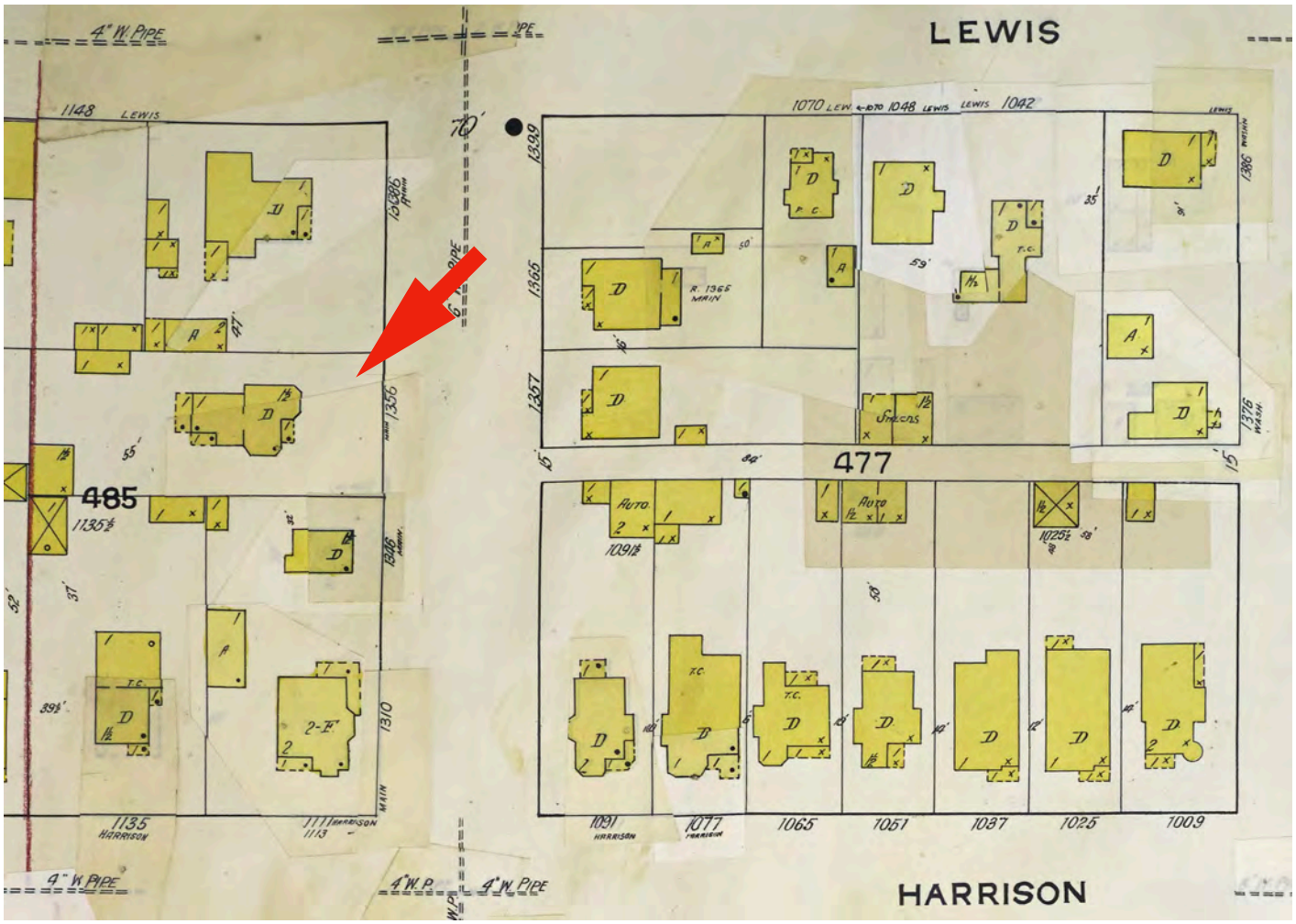
Sanborn insurance maps



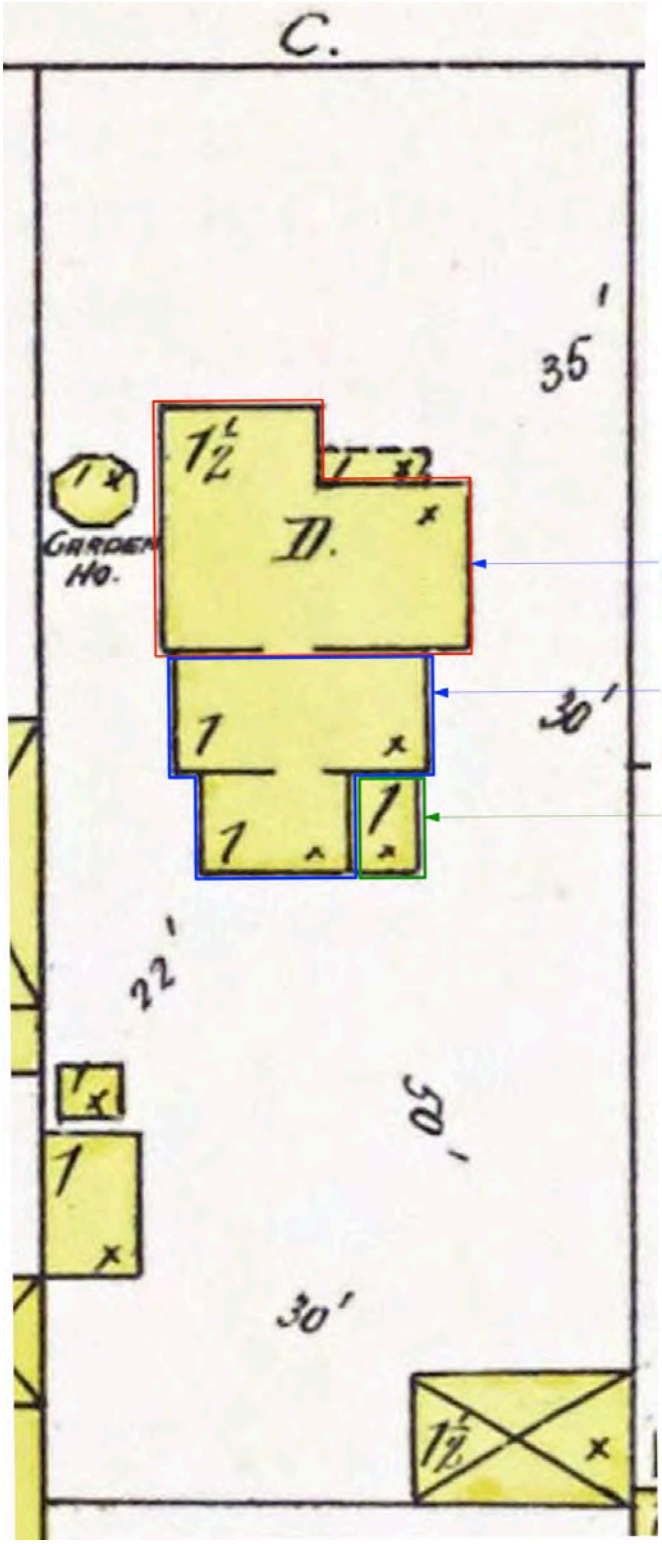
1891 Sanborn map, page 35L. Red arrow points to subject house.



1915 Sanborn map, page 214



1950 Sanborn map, page 214



1891 Sanborn map, annotated by Rob Meyer.

The front part of the house is outlined in red. It is two stories in height (though labeled as 1 1/2 stories on the map).

The rear block of one story, outlined here in blue and green, was retained in the 1990s addition, but a second story and a two-story balcony was added here.

1980s historic inventory sheet, with enlarged cropped image below

2. 1356 Main 1887 (Est.)
2 Story Queen Anne cottage. The most impressive Victorian and the largest of the cluster, the structure shows an unusual amount of wooden ornament on the front porch and under the cut-out corners of the 2 angled bay windows. The lot size is also larger with a mature Washington palm which suggests that the house was one of the first in the neighborhood. 1356 Main is first listed in the 1889 City Directory and the 1891 Sanborn map.

Photographs of the subject house

Front showing some of the yard with recent landscaping

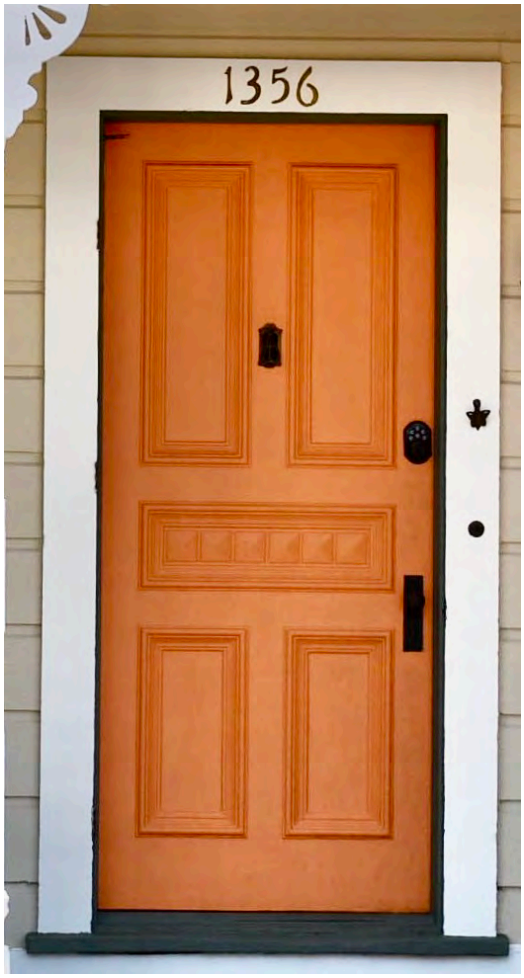
Front of house

At left and above: Front gable with detail

At right and below: Fixed window with transom and panel in the first story bay window.

Above: Front porch

At right: Sunburst brackets with knob pendant in the corner of the bay window.



Front door with detail of hardware.

Bottom row: Porch balusters and sunburst brackets.

Front porch: Newel posts, balusters, railings, deck, and steps.

Below: The north side of the house.

The gabled south side of the front block of the house, with detail.

At left: Paired double-hung windows on the south side of the original first story of the rear block of the house.

Four photos of the rear addition, including a detail of the railing. All of this fabric dates to 1995 or 1999.

Shed with Victorian style posts

Car port of 1995 (or 1999)

Back yard landscaping

Other Queen Anne houses in Santa Clara

This page shows a range of other houses in this style. The subject house is oldest of these. Dates are from the preservation chapter of city's Master Plan or from plaques on the houses.

981 Fremont Street (1892)

1309 Alviso Street (1890)

1009 Harrison (1895)

1494 Homestead (post-1890)

1065 Harrison Street (ca. 1891)

1051 Harrison (1891).

1474 Homestead Road (n.d.)

1380 Lincoln (1895)

1567 Lexington St. (1890)

1059 Madison Street (1890)

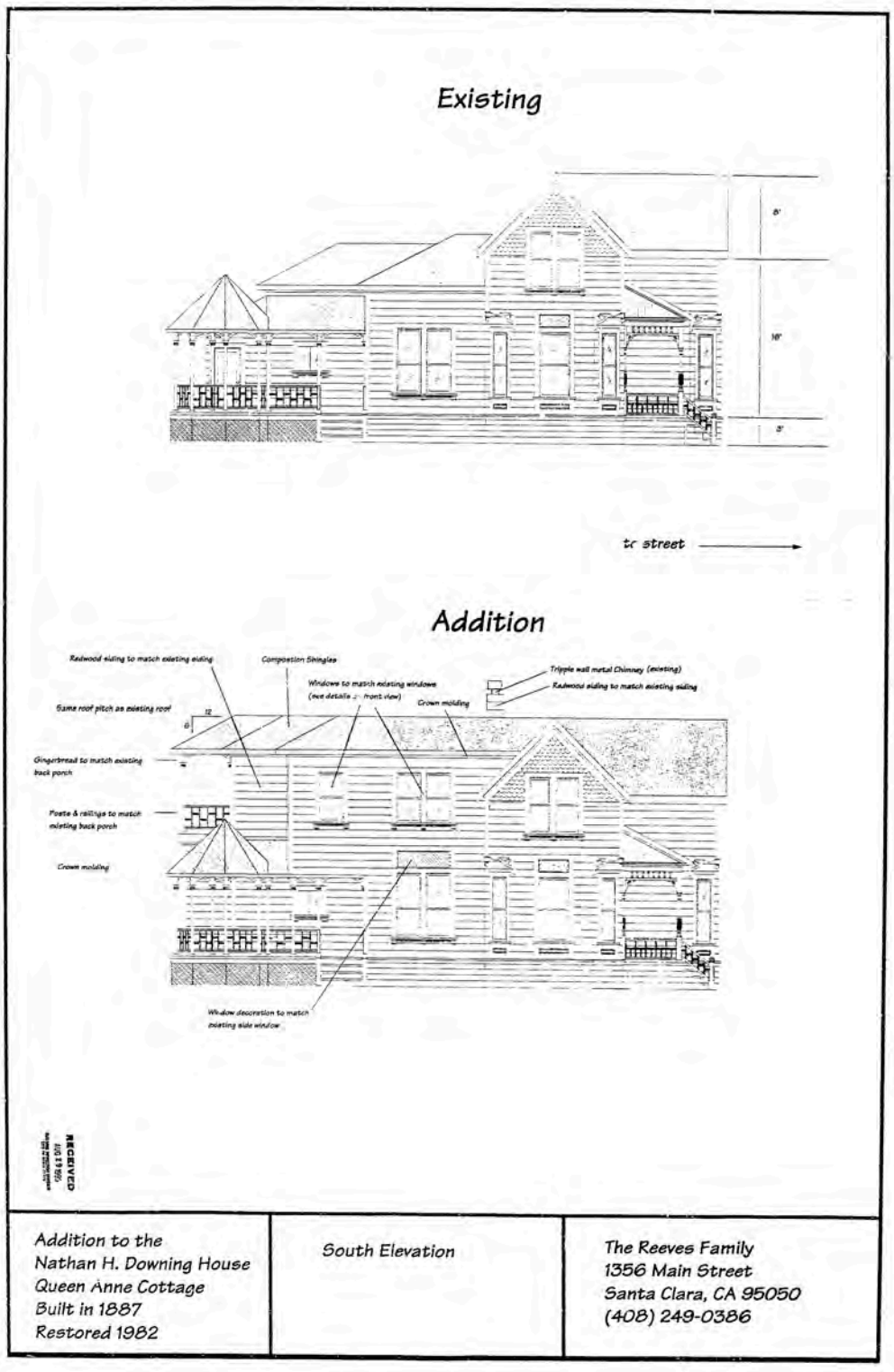
1695 Market Street (1895)

1116 Washington (1892)

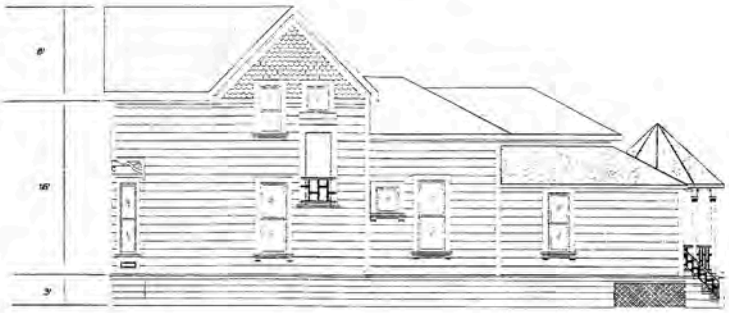
At right:

1460 Main Street (ca. 1890)
784 Monroe Street (1895)

Plans for the rear addition of 1995

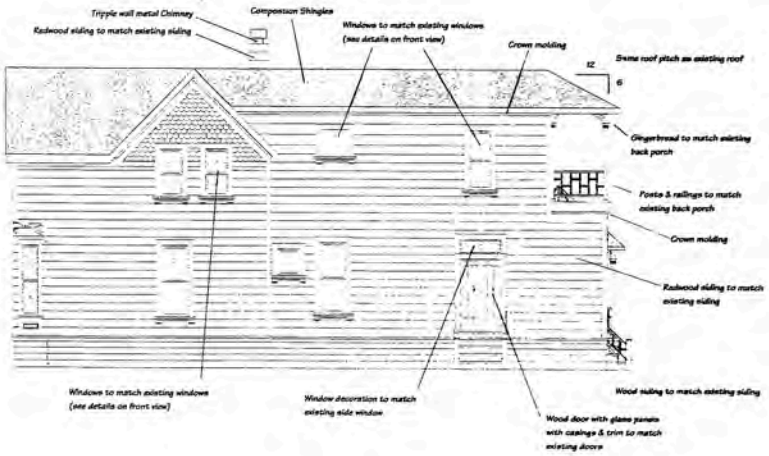


Existing



to street

Addition

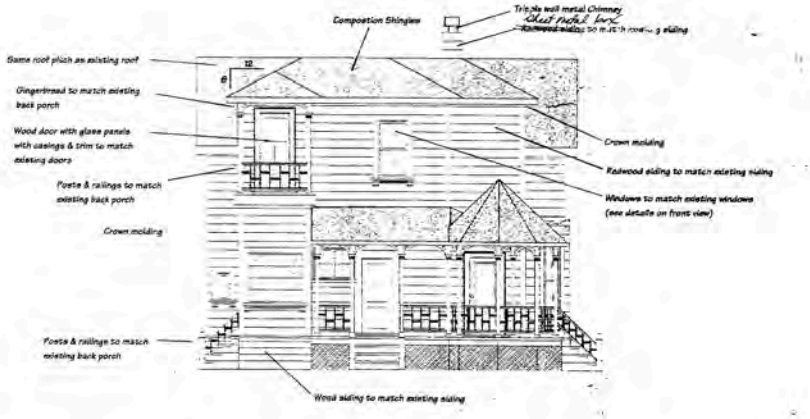


RECEIVED
AUG 31 2021
HISTORIC PRESERVATION

Addition to the Nathan H. Downing House Queen Anne Cottage Built in 1887 Restored 1982	North Elevation	The Reeves Family 1356 Main Street Santa Clara, CA 95050 (408) 249-0386

Existing

Addition



RECEIVED

Addition to the Nathan H. Downing House Queen Anne Cottage Built in 1887 Restored 1982	Back Elevation	The Reeves Family 1356 Main Street Santa Clara, CA 95050 (408) 249-0386

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-05-029

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 6 IN BLOCK 4 NORTH, RANGE 2 WEST OF THE CITY OF SANTA CLARA, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN AND SUB-LOTS OF SANTA CLARA" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 22, 1866 IN BOOK B OF MAPS, AT PAGE 103, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, DISTANT THEREON 102.50 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MAIN STREET, WITH THE SOUTHERLY LINE OF LEWIS STREET: THENCE SOUTHERLY AND ALONG THE WESTERLY LINE OF MAIN STREET 63 FEET; THENCE RUNNING WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF LEWIS STREET, 152.50 FEET; THENCE RUNNING NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MAIN STREET 63 FEET; THENCE RUNNING EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF LEWIS STREET, 152.50 FEET TO THE POINT OF BEGINNING.

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.

Nathan H. Downing House
1356 Main Street
Santa Clara CA

Greetings,

My wife Mary Ann and I moved to California many years ago and bought our first single family home in Santa Clara in 2011. We love this town with its history - the Mission, the classic homes in the Old Quad, the bells of the Monastery, the many family-owned businesses and restaurants. When we saw the listing for the Nathan H. Downing House in January 2021, we were immediately struck by its charm, its traditional look and character, and the location. I have lived in historic homes in New England and the idea of raising our children in one is a dream for both my wife and me. The previous owners clearly loved this home, and we were lucky enough to be able to purchase it and dedicate ourselves to caring for it. The story behind the home of Nathan Downing and his family are a part of what makes this house special - Nathan founding the Santa Clara Journal, and his daughters Bertha and Bernice Downing carrying it forward, and of course the renown that Bertha in particular holds in Santa Clara's history (wikipedia).

There are too many treasures found in and around this home to list them all. The interior captivates with its high ceilings, the antique doors and moldings, the oversized pocket door that sets off the front living room with original windows that gather all the morning sun. The expansive lot keeps us in fruit nearly year round - persimmons in the front (which we love to share with the neighbors!), apple on the side by the towering palm, and nectarines, lemons and two varieties of cherries out back. Waking up to the bells of the monastery, the birdsong, the sunrise lighting the trees that surround the house - it's magical.

We are now walking distance from our favorite places - the Farmer's Market, Mio Vicino and Fiorillo's, and the roses of the university for weekend walks. The kids kept their same schools and friends when we moved, and our generously-sized outdoor spaces have become a gathering spot for friends and fun. I continue to run over to San Tomas trail and even sometimes up to the stadium.

We will preserve the house, and are committed to investing to safeguard it. The plan we have put forward provides this house with the care it needs to continue its history in Santa Clara while we continue the traditions of home, holiday and neighborhood.

Sincerely,

Brian Dawbin and Mary Ann Salyards

October 13, 2021

Brian Dawbin & Mary Ann Salyards
1356 Main Street
Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

Nathan H Downing House, c. 1887

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1356 Main Street. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

Years 1-2 (2022-2023)
Foundation/Grading/Drainage: Improve rainwater management around the perimeter of the house: The existing grade (soil) around the house is inadequately sloped (towards the house) which can lead to foundation settlement and compromise the structural integrity of the historic residence. The grade also contacts the historic wood siding / framing which can lead to rot and termite damage. Therefore, we propose to regrade around the perimeter of the residence as required by the building code, correct improperly sloped roof gutters, and connect the rain water leader downspouts to concrete splash blocks or subsurface drain lines to outlet downhill and away from the residence.

Years 3-5 (2024-2026)
Roofing: Replace failing asphalt composition shingle roofing (improperly flashed resulting in leaks with water damage): Install new triple layer (tri-lam) asphalt composition shingle roofing (example: Certainteed Landmark TL) with a more similar profile and shadow line of wood shingles (what was originally on the home).

Years 6-7 (2027-2028)
Window Restoration: Restore / Repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced and the window sash shall be painted to match existing.
needed.

Years 8-9 (2029-2030)
Exterior Painting: Repaint entire exterior of residence including all exterior wood siding, eaves, gutters / downspouts, windows and doors and their associated trim, all porches and railings. Any minor dry rot or pest damage at all wood material shall be repaired with epoxy filler. Where wood elements have excessive damage, they shall be replaced with salvaged or custom milled wood to match existing.

Year 10 (2031)
Kitchen Renovation: Replace existing oak cabinets and/or cabinet doors to achieve a style that more closely matches the style of the historic residence (example: white shaker style doors). Replace vinyl faux tin ceiling with either wood beadboard or a tin ceiling material. Replace vinyl kitchen floor with wood flooring or marmoleum flooring that is more compatible with the historic home.

We absolutely love this historic home and the Old Quad neighborhood and will cherish the memories we will make here with our family. We are proud to be a part of the next chapter for this delightful treasure of Santa Clara's history.

Brian & Mary Ann

22-564 Agenda Date: 5/5/2022

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT
Consideration of a Historical Preservation Agreement (Mills Act Contract) for 1356 Main Street

BACKGROUND
Property owners Brian Dawbin and Mary Ann Salyards are requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 1356 Main Street. A requirement of the Mills Act 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 property is located on the west side of Main Street, approximately 135 feet south of Lewis Street. The existing residence is an approximately 2,236 square-foot, two-story Queen Anne Cottage architectural style constructed circa 1887. The main house features a cross-gabled roof and is clad in rustic siding. It is composed of two main blocks, one in the front and the other in the rear, of which the front is the larger. The front porch has an early or original wooden deck accessed by a short staircase with replacement wooden steps, but original carved newel posts and railings. The rear block of the house was originally one story in height but received a major addition in the 1990s. The addition consists of a second story over the original first floor, plus a two-story wrap-around balcony with Victorian-styled posts, newels, and balusters. The exterior of the front block is essentially unchanged since the time of construction, and the interior has many original features as well. The rear block, originally one story in height, has been greatly added to with a second story and two stories of balconies.

The proposal includes approval of a Mills Act Contract and adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

DISCUSSION
A Department of Recreation (DPR) 523A Form was prepared by William Kostura in August 2021, assessing the historical significance of the property, and is attached to this report (Attachment 2). The evaluator finds 1356 Main Street has been well maintained and its architectural integrity has only been slightly diminished with the historic use of the building remaining the same. The evaluator concluded that the property continues to retain sufficient integrity to qualify as a historic property since first designated as a Historically Significant Property based on the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City's Local Significance Criteria as described in the report.

The property owners have submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes regrading around the perimeter of the residence, re-roofing, window restoration, exterior painting, and kitchen renovation. The property owners will

obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance.

Staff finds 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 support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) environmental review requirements per CEQA Section 15331, which exempts project 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.

PUBLIC CONTACT

No public comments have been received at the time of preparation of this report.

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 Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

Prepared by: Nimisha Agrawal, Associate Planner, Community Development
Approved by: Lesley Xavier, Planning Manager, Community Development

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of the Interior's Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-05-029

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 6 IN BLOCK 4 NORTH, RANGE 2 WEST OF THE CITY OF SANTA CLARA, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN AND SUB-LOTS OF SANTA CLARA" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 22, 1866 IN BOOK B OF MAPS, AT PAGE 103, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, DISTANT THEREON 102.50 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MAIN STREET, WITH THE SOUTHERLY LINE OF LEWIS STREET: THENCE SOUTHERLY AND ALONG THE WESTERLY LINE OF MAIN STREET 63 FEET; THENCE RUNNING WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF LEWIS STREET, 152.50 FEET; THENCE RUNNING NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MAIN STREET 63 FEET; THENCE RUNNING EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF LEWIS STREET, 152.50 FEET TO THE POINT OF BEGINNING.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 *Resource Name or #: (Assigned by recorder) 1356 Main Street

P1. Other Identifier: _____
P2. Location: ☐ Not for Publication ■ Unrestricted *a: County Santa Clara
and (P2c,P2e, and P2b or P2d. Attach Location Map as necessary.)
*b. USGS 7.5' Quad _____ Date _____ T ___; R ___; ____¼ of ____¼ of Sec ____; _____B.M.
c. Address 1356 Main 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, etc., as appropriate)

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This property falls within the Old Quad area of Santa Clara, which contains hundreds of houses dating from the 19th century through the 1930s, along with many newer buildings. Old Quad encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. A moderate number of houses in this area date to the 1850s-1880s, and very large numbers date to the 1890s-1900s. Along the eastern edge of the neighborhood is Santa Clara University, which consists of about eight large buildings dating from 1911-1930, plus newer buildings. By contrast, Santa Clara's historic downtown was razed in the 1960s through urban renewal.

(See Continuation Sheet, page 2.)

***P3b Resource Attributes:** (List attributes and codes) _____
***P4. Resources Present:** ■ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (isolates, etc.)

P5b. Description of Photo: (View, date, accession #)
View looking west, August 2021

***P6. Date Constructed/Age and Source:** ■ Historic ☐ Prehistoric ☐ Both
ca. 1887

***P7. Owner and Address:**
Brian Dawbin
1356 Main St.
Santa Clara, 95050

***P8. Recorded by:** (Name, affiliation, and address)
William Kostura
P. O. Box 60211
Palo Alto, CA 94306

***P9. Date Recorded:** August 2021

***P10. Survey Type:** (Describe). intensive

P11. Report Citation*: (Cite survey report and other sources, or enter "none".) none

***Attachments:** ☐ NONE ☐ Location Map ☐ Sketch Map ■ Continuation Sheet ■ Building, Structure and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List)

Description (continued)

The subject house, 1356 Main Street, is situated between Lewis and Harrison streets on a suburban lot measuring 63 feet in width by 152'-6" in depth. The house is set back from the front property line enough to allow for a spacious front yard. In the back yard are two outbuildings. Although two outbuildings existed in the back yard in historic times, the present buildings are almost certainly different structures and are relatively recent in date. One of them is a small shed with a hipped roof and greatly extended eaves that are supported by square posts. The other is an open car port with open sides that was built in the 1995 or a little later. Both of these small buildings employ shaped, curved brackets in emulation of the Victorian era.

The house itself is two stories in height, is wood-framed in construction, has a cross-gabled roof, and is clad in rustic siding. It is composed of two main blocks, one in the front and the other in the rear, of which the front is the larger. The next seven paragraphs describe the exterior of the front block.

This front block is L-shaped, with a forward wing at right, facing east (toward the street), a recessed wing at left, and a porch that fills the recess. The roof is gabled on three sides, with a front-facing gable over the forward wing (at right) and side gables facing north and south. On all sides the eaves are boxed and extend slightly beyond the walls of the house.

As mentioned above, the front porch fits into the angle of the two wings, all but filling the recess. It stretches almost, but not quite, the full width of the recessed wing behind it. Turned posts with decorative brackets and a course of spindles support the sloping wooden porch roof. The porch has an early or original wooden deck which is accessed by a short staircase with replacement wooden steps. The staircase has original carved newel posts and railings with stick-like balusters. These balusters, and similar balusters in the porch railing, are lightly scored to create texture.

The house is given its Queen Anne style through its form and a number of decorative elements. In the upper zone of the front gable, between the apex and a molded cornice, are courses of squares with incised bulls-eyes. Small curved brackets or corbels support the cornice. Beneath this, the second story is clad in decorative shingles with clipped bottom edges. The first story of this wing is expressed as a bay window with slanted sides. At the top of the bay window, curvilinear brackets with sunburst patterns and pendant knobs give visual support to the overhang of the second story. A panel filled with diagonal boards can be found over the first story window and transom. Rectangular panels can be found at the base of the bay window on all three sides.

On its south side, the recessed wing (at left) is treated similarly to the forward-facing wing: gabled, with boxed eaves; a cladding of fish-scale shingles in the gable; a first story treated as a bay window with slanted sides and sunburst brackets; panels filled with diagonal boards over the lower window; and panels at the base. The main difference is the lack of a cornice at the second floor level.

Description (continued)

On the north side (at right) is a gable that corresponds with the gable on the south side. This gable is flush with the wall and is also surfaced with fish-scale shingles.

All windows in the front block appear to be original, with wooden sash surrounded by flat board trim. With one exception, all windows are double-hung. The exception is in the first story of the forward-projecting wing at right. Here, a fixed transom window can be found over a large, fixed single-light window. The transom window is divided by muntins in a decorative pattern. All of the first story windows have wooden sills. The windows on two sides of the upper story — facing the street and on the south side — are paired, with narrow supporting moldings instead of sills. Two windows in the north side are similar, though they are slightly separated rather than engaged.

One more feature in the front block remains to be described. The front door is wooden, with five panels, of which the center panel is filled with decorative pyramidal studs. This door retains its original tooled brass hardware (knob and plate).

The rear block of the house was originally one story in height but received a major addition in the 1990s. (The plans for this addition are dated 1995. Building permits suggest the addition may not have been completed until 1999.). The only notable feature in the original first story is a set of paired windows with double-hung sash, flat board trim, a wooden sill, and narrow molded supporting brackets on the south side. The addition consists of a second story over the original first plus a two-story wrap-around balcony with Victorian-styled posts, newels, and balusters.

The interior has a number of original features, including a staircase with carved newel post and turned balusters, a fireplace with wooden mantle, an arched passageway with corbels between rooms, paneled doors, and window and door trim that is typical of late 19th century houses.

To sum up the integrity of this house: The exterior of the front block is essentially unchanged since the time of construction, and the interior has many original features as well. The rear block, originally one story in height, has been greatly added to with a second story and two stories of balconies.

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) 1356 Main Street

B1. Historic Name: Nathan H. Downing house
B2. Common Name: _____
B3. Original Use: residence B4. Present Use: residence
*B5. Architectural Style: Queen Anne
*B6. Construction History: (Construction date, alterations, and date of alterations)
House built 1887. Rear addition and carport built in 1995 or 1999..

*B7. Moved? ■ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____
*B8. Related Features:

B9a. Architect: unknown b. Builder: unknown
*B10. Significance: Themes history, persons, architecture Area local (Santa Clara)
Period of Significance 1887-1925 Property Type residence Applicable Criteria 1, 2, 3
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History

This section includes a timeline and brief history of the Old Quad neighborhood of Santa Clara; the history of the subject house; and a brief description of Queen Anne-style houses in Santa Clara that puts the architecture of this house in context.

Old Quad history

The Old Quad covers the quadrangle shown in an 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. The area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of its historic buildings are located here.

(*See Continuation Sheet, page 5*.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

See Continuation Sheet.

B13. Remarks:

*B14. Evaluator: William Kostura
Date of Evaluation: August 2021

(This space reserved for official comments.)

(Sketch map with north arrow required)

Old Quad history (continued)

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, the Jesuits acquired the mission and established Santa Clara College in 1851. It became known as the University of Santa Clara in 1912 and as Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1928 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to Sun Microsystems in the late 1990s, only the best four of the Agnew's buildings were retained, and the rest were demolished.

1890s-1950s. Santa Clara Tannery. This long-lasting business occupied many wooden buildings at the northeast corner of Lexington and Grant streets.

1890s-1960s. The Pacific Manufacturing Company was a huge business occupying many buildings in the block of Alviso, Bellomy, Grant, and Locust streets, plus warehouses and sprawling lumber yards in adjacent blocks. It made coffins, window sash, doors, blinds, cabinets, and windmills.

1910s-1960s. Fruit canning. There were several canneries in Santa Clara during these decades, but three were the largest and longest lasting: Rosenberg Brothers and Company; the Pratt-Low Preserving Company; and Libby, McNeill and Libby. Pratt-Low's complex included a huge one-story cannery building plus 25 seasonal workers' cabins in 1915, and by 1950 it had expanded to include over 100 workers' cabins. By 1950 Rosenberg Brothers had absorbed Libby, McNeill and Libby, and by 1961 Rosenberg Brothers had been taken over by the Mayfair Packing Company. Collectively, these canneries were probably the largest employer in the City of Santa Clara during most of the 20th century.

(*See Continuation Sheet, page 6.*)

Old Quad history (continued)

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

The demolition of the city's old downtown was a major historical loss, but the built environment in Santa Clara is otherwise able to represent, or evoke, important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two other early properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. A few houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1930s. While it is beyond the scope of this report to describe these houses in any detail, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses, especially those built before the 1920s, often possess fine details as well.

Because the subject house is a Queen Anne dating from the 1880s, a number of similar houses of the period and style are illustrated below.

The first owners of this house, the Downings

This house is listed in the City of Santa Clara's Master Plan (in its Historic Preservation and Resource Inventory page) as the Nathan H. Downing house, with a construction date of "ca. 1887." Primary source research supports both this construction date and the identity of the first owner.

(*See Continuation Sheet, page 7*.)

The first owners of this house, the Downings (continued)

Nathan Hall Downing (1852-1905) was a native of Missouri, where he worked as a farmer. In 1878 he and his wife Ida (b. 1853) lived in Knox County, where their twin daughters Bertha and Bernice were born. The family came to California in about 1885, to the East Bay town of Livermore, and the following year, in April 1886, Nathan purchased a newspaper, the Livermore Valley *Review*. It was, a newspaper notice said, "to be independent in politics."

The Downings stayed only briefly in Livermore. By January of 1887 they were living in Santa Clara and Nathan Downing had purchased another newspaper, the Santa Clara *Journal*, which had been founded in 1867 as the Santa Clara *News*. Under Downing's proprietorship it became an energetic booster of Santa Clara's prosperity. On July 4th, 1887, he published a special edition that touted the attractions of the Santa Clara Valley and of the town itself. A nearby newspaper, the San Jose *Herald*, offered high praise at the time. It said Downing "is determined to push his lovely town into the front rank, and… has with tireless energy and courage swept every obstacle aside and is rapidly bringing Santa Clara the prominence she deserves." Until Downing came along, it said, "such enterprise was unknown" in Santa Clara, and the town "had no home Ajax to fight her battles." Among other issues, the *Journal* favored the establishment of a cable railroad through the town. Both of the San Jose newspapers — the *Herald* and the *Mercury News* — made frequent mentions of the Downings, with occasional praise of his newspaper.

The paper was a semi-weekly in the 1890s and probably before then as well. To supplement his newspaper income, Downing may have done job printing on the side. This can be inferred by the fact that his occupation in the 1900 census is given as a "printer" and the fact that he issued a calendar on one occasion.

The Downings' almost certainly built their residence at 1356 Main Street in 1887, soon after their arrival in Santa Clara. Many news items and city directory listings note their location here. To work backward in time: When Nathan H. Downing's death in December 1905 was noted in the San Jose *Mercury News*, his residence was given as 1356 Main Street. City directory listings of 1901-1905 also list their address as 1356 Main, while directories of 1892 and 1894 list their address as Main near Lewis. In 1893, a brief notice in the San Jose *Herald* stated that the Downings celebrated their fifteenth wedding anniversary at their Main Street residence. In September 1889 the Downings' son Carl, aged seven, died of diphtheria at the family home "on Main Street." In 1888, close relatives and in-laws of the Downings, Mr. and Mrs. W. R. McQuoid of Kansas City, had come to reside in Santa Clara at the corner of Main and Lewis streets. They probably lived either with or very near the Downings. (Mr. McQuoid was in the area in order to work for Hubert Howe Bancroft in writing the history of California, Oregon, and Washington Territory.) Thus, the Downings appear to have been living in the subject house by 1888, and certainly in 1889.

(*See Continuation Sheet, page 8.*)

The first owners of this house, the Downings (continued)

Upon N. H. Downing's death in December 1905 the *Journal* was inherited by his daughters Bertha and Bernice, each age 27, and they were the proprietors, publishers, and editors of the newspaper for the next 20 years. They probably divided the tasks among themselves; for instance, local city directories for this period list Bernice as the manager and Bertha as the editor. Bertha must have assumed greater duties in 1922, when Bernice was appointed Santa Clara's postmaster, a job she held for twelve years under three Republican presidents. Under the twin sisters, the Journal remained a semi-weekly. Without giving more detail, Bernice's entry in Wikipedia states that "They transformed the Santa Clara Journal from a free press to a paying proposition." Bernice sold the newspaper in September 1925, less than three months after Bertha's death. In the same year, Bernice moved out of this house to live on Franklin Street in Santa Clara.

Both women were state officers in a national organization, the League of American Pen Women. Bernice was also a state vice-president of the National Editorial Association. For several years she was a member of the Santa Clara County Republican Committee — in 1914 she received the most votes among its five candidates — and according to her obituary Bertha was a member of this committee also. Bernice clearly had a dynamic personality. Numerous newspaper articles mention her popularity as a speaker before different groups around the Bay Area and in cities further south. Some time after 1930 she moved to San Jose, where she died in 1940.

Subsequent owners and residents of the house

Because the Santa Clara County offices have been closed this year, performing a chain of title is not possible at present. Of the residents listed below, the Murrays and Pasins are known (from their census listings) to have owned this house as well as lived here; Johnson and the Macedos are only known to have resided here.

1926: Joseph F. Johnson, no known occupation.

1928-1934: William L. and Melba Murray, both natives of Louisiana. His work always involved the repair and driving of motor vehicles. In 1926 and 1928 he was a "batteryman," in 1927 he was a tractor operator, during 1930-1931 he was an auto mechanic in a garage, in 1932 he was a truck driver, and during 1933-1934 he was a chauffeur. In contrast to the Downing family, the Murray family members were registered as Democrats in the 1932 voter lists. In 1935 the Murrays moved to 1310 Main Street, and then, from 1939 into the 1960s, they lived at 1386 Main Street.

(*See Continuation Sheet, page 9.*)

Subsequent owners and residents (continued)

1935-1950: Angelo C. and Catherine Pasin, natives of Italy and Spain, respectively. He always owned a barber shop on Franklin Street in Santa Clara. In 1935-1939 he co-owned this business as Lavinio and Pasin. The Pasins lived here with their daughters Rose and Victoria.

1955-1965. Mrs. Albertina Masedo, no known occupation, lived here through 1964. Her relative Julio (Jules), occupation also unknown, usually lived here, too, through 1965.

The Queen Anne style

The style of this house is Queen Anne. That style originated in England as an urban residential style that emphasized delicate surface ornament, usually on brick buildings. When the style was introduced to the United States in 1874 by Henry Hobson Richardson, with his W. Watts Sherman house in Rhode Island, it was in a very different, suburban, wood-framed mode.

East coast styles typically took a decade or so to arrive in California, and Queen Annes only began to be built in any numbers in San Francisco in about 1885. A few years more were required for the style to find its way to smaller cities and towns, but then it remained common through the 1890s and persisted into the first years of the 20th century. Thus, an 1887 construction date for the N. H. Downing house is both plausible and fairly early for Santa Clara.

In California, Queen Anne houses almost always have front-gabled roofs, a bay window with slanted sides beneath the gable, decorative shingles within the gable, and abstract surface ornament carved from redwood. In San Francisco, these houses are usually on narrow lots and have a vertical emphasis. In smaller cities and towns such as Santa Clara, where wider lots are the rule, houses are typically only one story plus an attic and basement in height, have a recessed wing fronted by a covered porch, and are horizontal in their emphasis.

Approximately 60 Queen Anne houses are listed on the “Historic Preservation and Resource Inventory” page of the City of Santa Clara’s website. Construction dates for these houses range widely, from 1866 to 1910. The few dates that pre-date the mid-1880s are almost certainly incorrect, and even 1885 (the date given to four houses) seems too early.

In all likelihood the subject house, with its construction date of 1887, is one of the very earliest Queen Anne-style houses in Santa Clara.

Integrity

The only notable alteration to this house has been a second story addition with covered balconies to the rear block. This was a large addition that comprises perhaps a quarter or a third of the total bulk of the present house. It left the original one-story rear wing in place, building on top of it and preserving an original paired window on the south side of that wing.

This addition left all three sides of the front block of the house intact. As is usual with historic houses in Santa Clara, the front is the part that has the important style features and conveys the Queen Anne style. Important elements such as the covered porch with turned posts, window sash, siding, and other details remain. Thus, the house retains integrity of design, materials, workmanship, and feeling. Because the house has never been moved, it retains integrity of location. Because the house would be readily recognizable to the early residents, it also retains integrity of association.

Regarding setting, a slight majority of the houses on both sides of this block of Main Street date from the 19th or early 20th centuries and are little altered. Thus, the setting of this house is mostly retained for that period but is somewhat diminished.

Evaluation to California Register Criteria

The California Register of Historical Resources is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places.

In order for a property to be eligible for listing in the California Register, it must be found significant under one or more of the following criteria:

* Criterion 1 (Events): Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

* Criterion 2 (Persons): Resources that are associated with the lives of persons important to local, California, or national history.

(See Continuation Sheet, page 11.)

Evaluation to California Register Criteria (continued)

* Criterion 3 (Architecture): Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

* Criterion 4 (Information Potential): Resources or sites that yield or have the potential to yield information important to the prehistory or history of the local area, California, or the nation. This criterion relates mostly to archaeology and so is not considered here.

Criterion 1. A moderate number of houses in the Old Quad neighborhood of Santa Clara are older than this one. One has been dated to the 1770s, one has been dated to the 1840s, and a scattering date to the 1850s-1880s. As a percentage of all of the houses in the Old Quad area, however, this house is still one of the oldest. Only a small percentage date to the year 1887 or earlier. The house thus represents an early period in Santa Clara's history when the town was just starting to transition from rural to suburban in feeling. Because of its age, its high integrity, and its ability to represent this early period of Santa Clara's history, this house appears to be eligible for the California Register at the local level under this criterion. The Period of Significance under this criterion is 1887-1910s, the first three decades of the house's history and a period when much of the Old Quad area was still being developed.

Criterion 2.

Both collectively and individually, three of the Downing family members, Nathan and his daughters Bernice and Bertha, were important in Santa Clara's history. Nathan Downing purchased the city's only newspaper, the Santa Clara *Journal*, and according to another (San Jose) newspaper raised it to another level while he published it for nineteen years, from 1886 until his death in 1905. He used this newspaper as a means of advocating for Santa Clara's growth. His twin daughters then published and edited the paper for the next twenty years, until Bertha's death in 1925. They were prominent in Santa Clara society in other ways as well, including as members of the County's Republican Central Committee, and, in Bernice's case, as the local Postmaster and as a frequent public speaker.

These are strong credentials for the Downings' importance in Santa Clara's history from 1886 until 1925. The family lived in this house for almost all of that period, from 1887 to 1925.

For these reasons, the subject property appears to be eligible for the California Register under this criterion. The Period of Significance is 1887-1925.

(See Continuation Sheet, page 12.)

Evaluation to California Register Criteria (continued)

Criterion 3

This is a fine example of a Queen Anne residence, and is one of the oldest houses of this style in Santa Clara. It must also be one of the oldest in the Bay Area. It has many of the features that is commonly associated with suburban examples of the style, including its gabled roof, a recessed wing whose angle is filled by a covered porch with turned posts, decorative shingles in the gable, brackets with sunburst patterns, and other decorative elements. While the rear addition is large, it is all but invisible from the front of the house. On the front, north side, and south side this house still clearly expresses its original Queen Anne design.

For this reason, the property does appear to be eligible for the California Register under this criterion at the local level. The Period of Significance is 1887, the year of construction. If a census is ever performed on the earliest surviving Queen Anne houses in the wider Bay Area, this house might also be found to be eligible at the regional level.

Contributing features

All of the contributing features of this house are found in the two-story front block of the house. They include:

* its footprint, height, and width

* all three gables with their boxed eaves and decorative shingles

* in the front gable, the courses of squares with bulls-eyes, and the molded cornice with supporting brackets of corbels

* the bay windows with slanted sides on the front and south sides

* the rustic siding

* the front porch with its sloping roof, turned posts, newel posts, curved brackets at the top of the posts, the railing and the balusters, and the wooden deck

* the paneled front door with its tooled hardware

* the sunburst brackets at the top of the first story in the bay window

(See Continuation Sheet, page 13.)

Evaluation to California Register Criteria (continued)

* the double-hung windows with their sills and flat board trim

* the fixed window in the front plane of the bay window, and its muntins, and

* the panels with diagonal boards over the first story windows in the bay windows.

The parts of the property that are not character-defining include:

* the landscaping of the front and back yards

* the non-original steps of the front porch

* the rear block of the house, because the addition of the 1990s overwhelms the part in the first story that is original, and

* the shed and car port in the back yard.

Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, 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 archeological significance is potentially eligible.

The subject property appears to meet the following local criteria:

Criterion for Historical or Cultural Significance

3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.

The original owners of this house, the Downings, owned the Santa Clara *Journal* from 1886 through 1925. Nathan H. Downing, in particular, was noted for raising the importance of the newspaper and for using it as a vehicle for promoting the city of Santa Clara, while his daughters Bernice and Bertha, in addition to publishing and editing the paper, were notable figures in Santa Clara in other ways. Both were members of the County's Republican Central Committee, and Bernice was the local Postmaster and a frequent public speaker. *(See Continuation Sheet, page 14.)*

Evaluation under City of Santa Clara criteria (continued)

4. The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

This house is almost certainly the last building in Santa Clara that has a close association with the Santa Clara *Journal*, the city's only newspaper for many years.

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. Included is the recognition of urban street pattern and infrastructure.

This house was built in 1887 and is one of many in Old Quad that predate World War II. After that war, rapid suburban growth changed the character of the larger city. This house, and hundreds of other houses in Old Quad from the 1850s-1930s, collectively create the feeling that Santa Clara is a historic city. This feeling remains strong and depends on the fact that so many houses from these decades can still be found in almost all parts of Old Quad. In addition to its individual significance as an early Queen Anne house (see below), this house contributes to the historic feeling of the Old Quad area.

Criterion for Architectural Significance

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

Built in 1887, this house is a very early and a distinctive example of the Queen Anne style. Its notable features are listed elsewhere in this report.

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.

This house features a recessed wing with a covered porch filling most of the recessed area. This form is common among Queen Anne houses in Santa Clara and is both highly functional and aesthetically pleasing. The carved newel posts, turned porch posts, and balusters draw visual attention to this part of the house. Elsewhere, on the front and south sides, bay windows with slanted sides and with sunburst brackets highlight the house's Queen Anne style.

References

City of Santa Clara General Plan. 8.9. "Historic Preservation and Resource Inventory." 1356 Main Street is listed as the Nathan H. Downing house, built ca. 1887. Recent research supports this construction date.

(*See Continuation Sheet, page 15*.)

References (continued)

San Jose and Santa Clara city directories 1892-1965 for residents of this house.

United States Voter Registrations of 1932 for William and Melba Murray. From Ancestry.com.

U. S. censuses of 1880 to 1940 for residents of this house.

"Bernice C. Downing." Wikipedia website entry. Primary source research supports many of the points made in this profile.

Building permits at the City of Santa Clara. The earliest available permits, for foundation work and the rear addition, date to the 1990s.

Newspaper articles on the Downings (in chronological order):

"Oakland." Alta California, April 6, 1886. N. H. Downing, a recent arrival from the East, has purchased the *Livermore Valley Review*.

"Santa Clara News." *San Jose Mercury News*, January 16, 1887. N. H. Downing owns the *Journal* and lives in Santa Clara.

"Labor and Land Values." *San Jose Herald*, July 5, 1887. N. H. Downing became proprietor of the Santa Clara Journal about one year ago. High praise for the paper.

"Santa Clara." *San Jose Mercury News*, March 1, 1888. W. R. McQuoid of Kansas City, a close relation of N. H. Downing, is in town.

"A Severe Fall." *San Jose Mercury News*, April 25, 1888. The McQuoids to reside at the corner of Main and Lewis streets.

San Jose Herald, April 18, 1893. The Downings' anniversary party at their Main Street residence.

"The Santa Clara Journal." *San Jose Mercury News*, April 1, 1894. Praise for N. H. Downing's *Journal*.

"Died." *San Jose Mercury News*, December 15, 1905. Death of Nathan H. Downing.

"Santa Clara Trustees…." *San Jose Mercury News*, September 9, 1914. Election of Bernice Downing to the Republican County Central Committee.

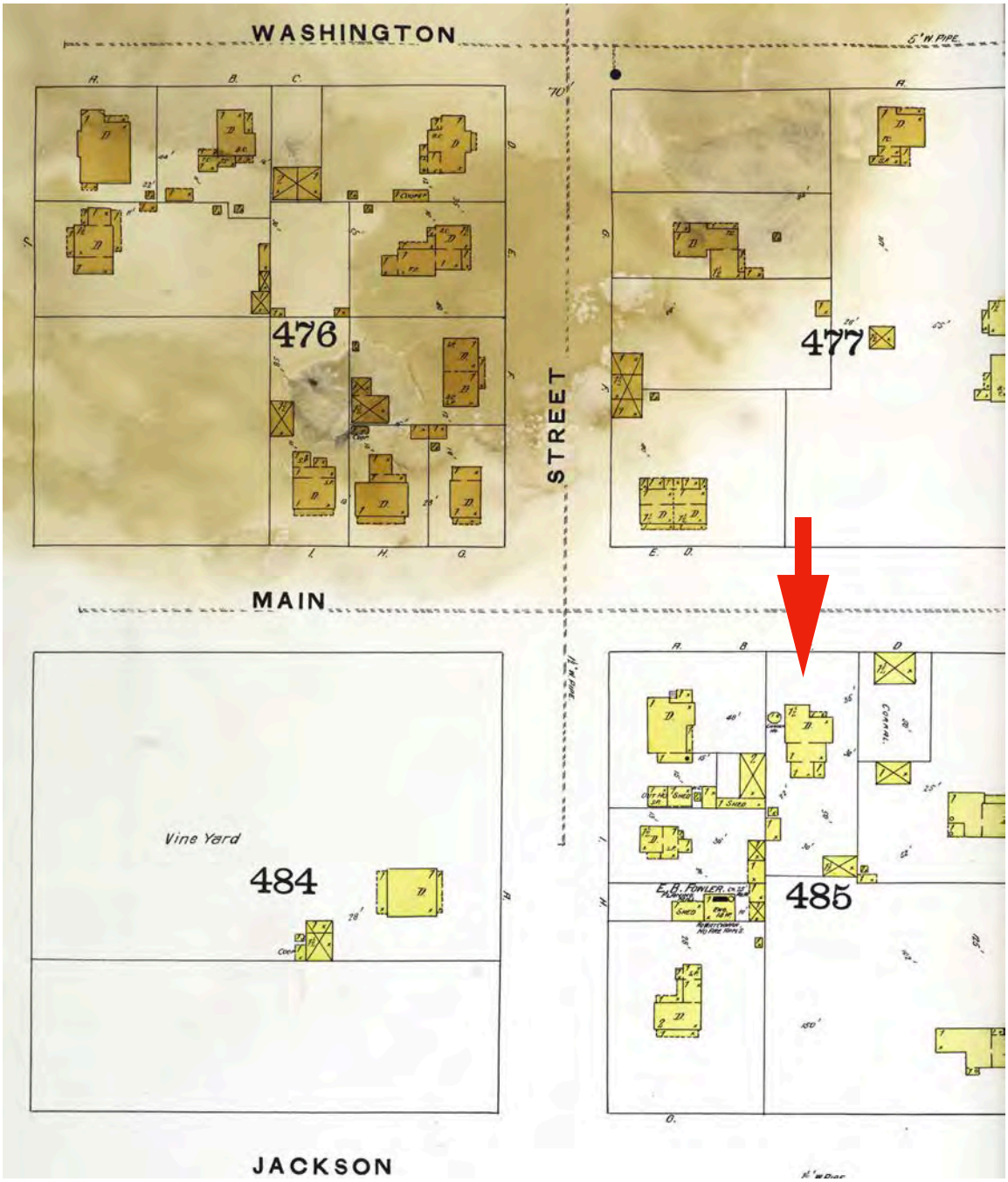
"California News Briefs." *Livermore Journal*, June 20, 1925. Death of Miss Bertha Downing.

"Newspaper Is Sold." *Humboldt Journal*, September 9, 1925. Bernice Downing sells the Santa Clara Journal.

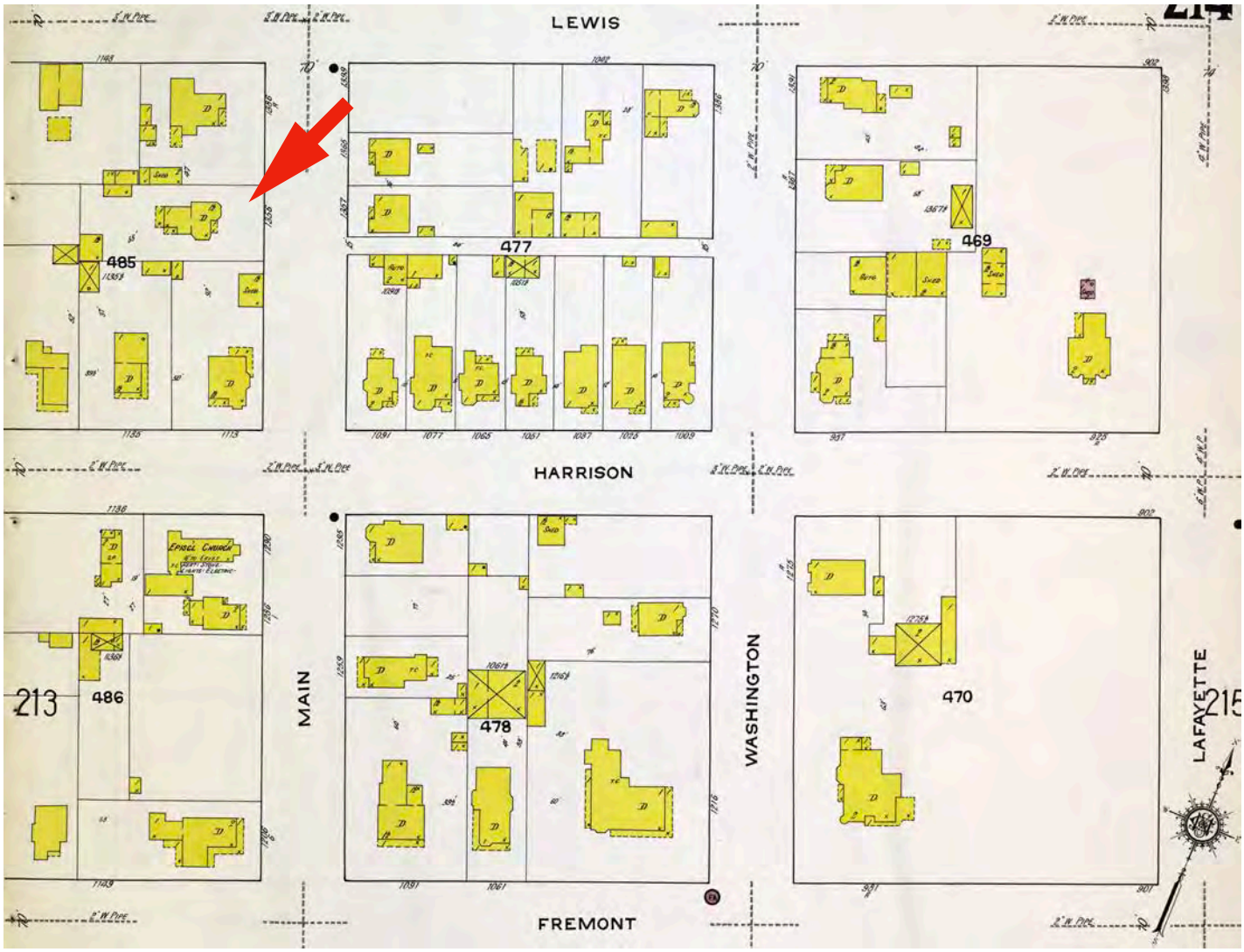
"Pen Women's League." Press-Democrat, March 26, 1927. Bernice C. Downing is the state v-p of the League of American Pen Women.

"Bernice Downing in San Jose." *Santa Cruz Evening News*, September 27, 1940.

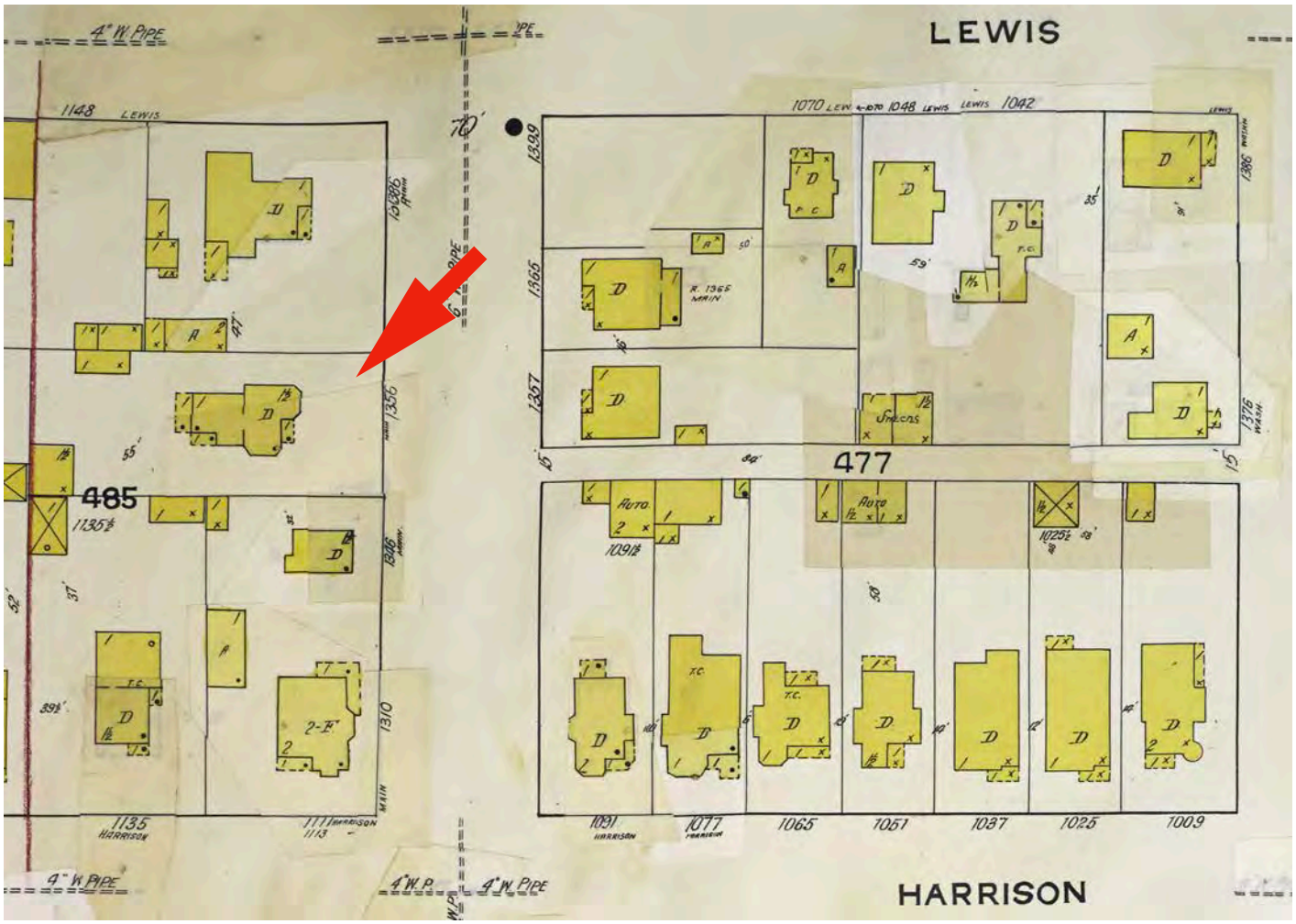
Sanborn insurance maps



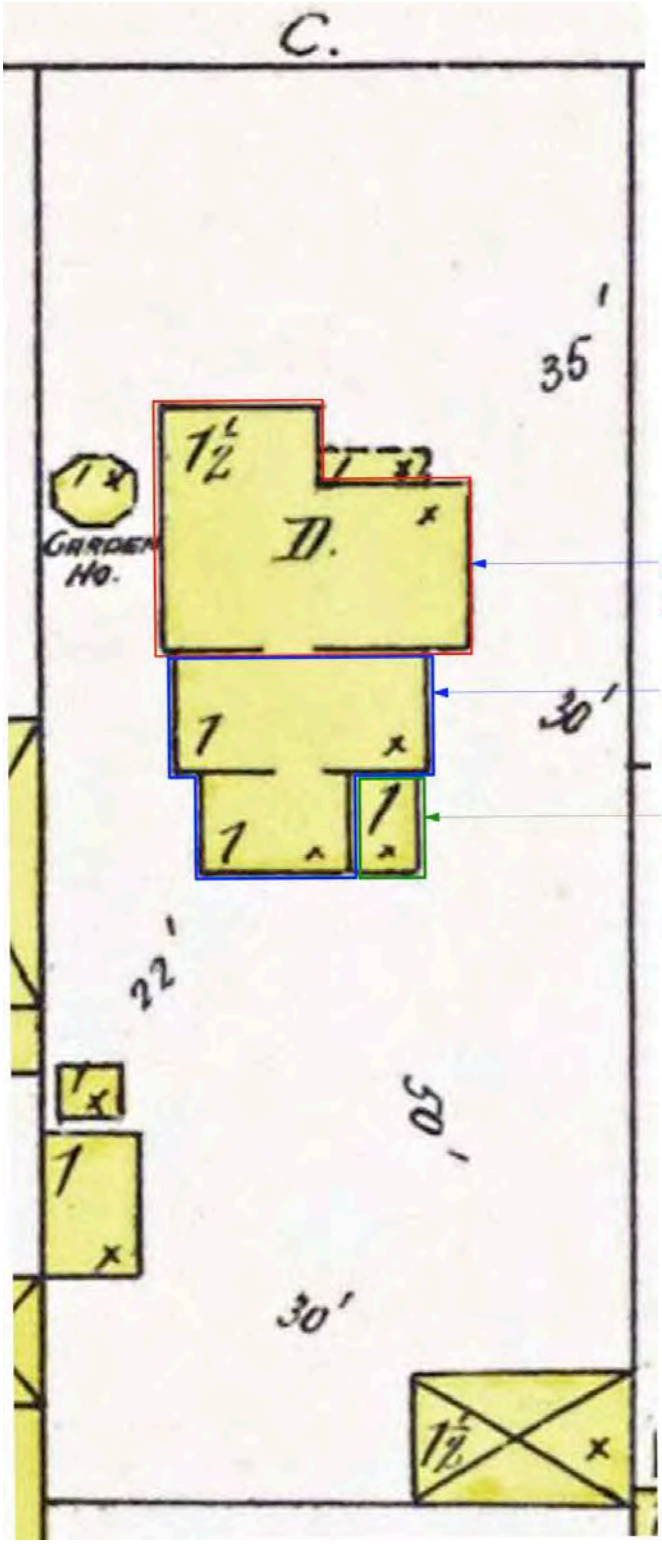
1891 Sanborn map, page 35L. Red arrow points to subject house.



1915 Sanborn map, page 214



1950 Sanborn map, page 214



1891 Sanborn map, annotated by Rob Meyer.

The front part of the house is outlined in red. It is two stories in height (though labeled as 1 1/2 stories on the map).

The rear block of one story, outlined here in blue and green, was retained in the 1990s addition, but a second story and a two-story balcony was added here.

1980s historic inventory sheet, with enlarged cropped image below

2. 1356 Main 1887 (Est.)
2 Story Queen Anne cottage. The most impressive Victorian and the largest of the cluster, the structure shows an unusual amount of wooden ornament on the front porch and under the cut-out corners of the 2 angled bay windows. The lot size is also larger with a mature Washington palm which suggests that the house was one of the first in the neighborhood. 1356 Main is first listed in the 1889 City Directory and the 1891 Sanborn map.

Photographs of the subject house

Front showing some of the yard with recent landscaping

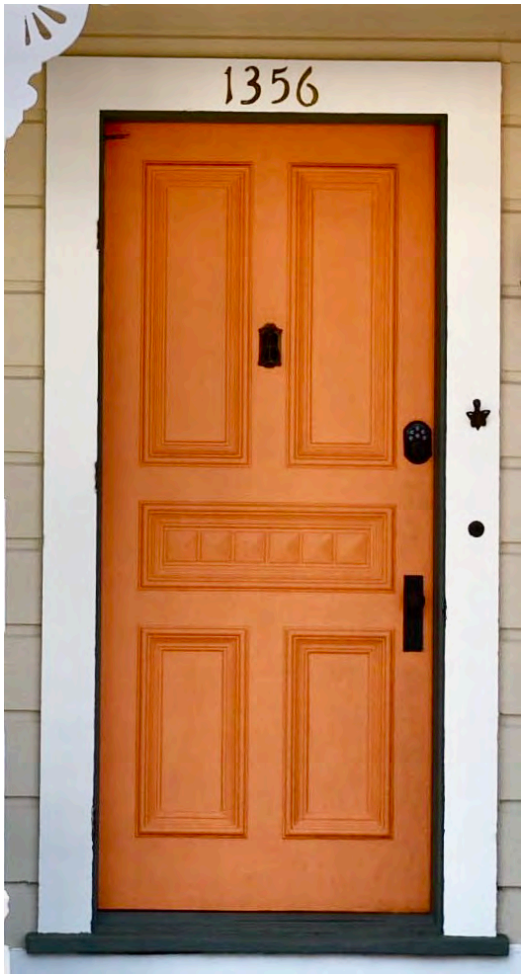
Front of house

At left and above: Front gable with detail

At right and below: Fixed window with transom and panel in the first story bay window.

Above: Front porch

At right: Sunburst brackets with knob pendant in the corner of the bay window.



Front door with detail of hardware.

Bottom row: Porch balusters and sunburst brackets.

Front porch: Newel posts, balusters, railings, deck, and steps.

Below: The north side of the house.

The gabled south side of the front block of the house, with detail.

At left: Paired double-hung windows on the south side of the original first story of the rear block of the house.

Four photos of the rear addition, including a detail of the railing. All of this fabric dates to 1995 or 1999.

Shed with Victorian style posts

Car port of 1995 (or 1999)

Back yard landscaping

Other Queen Anne houses in Santa Clara

This page shows a range of other houses in this style. The subject house is oldest of these. Dates are from the preservation chapter of city's Master Plan or from plaques on the houses.

981 Fremont Street (1892)

1309 Alviso Street (1890)

1009 Harrison (1895)

1494 Homestead (post-1890)

1065 Harrison Street (ca. 1891)

1051 Harrison (1891).

1474 Homestead Road (n.d.)

1380 Lincoln (1895)

1567 Lexington St. (1890)

1059 Madison Street (1890)

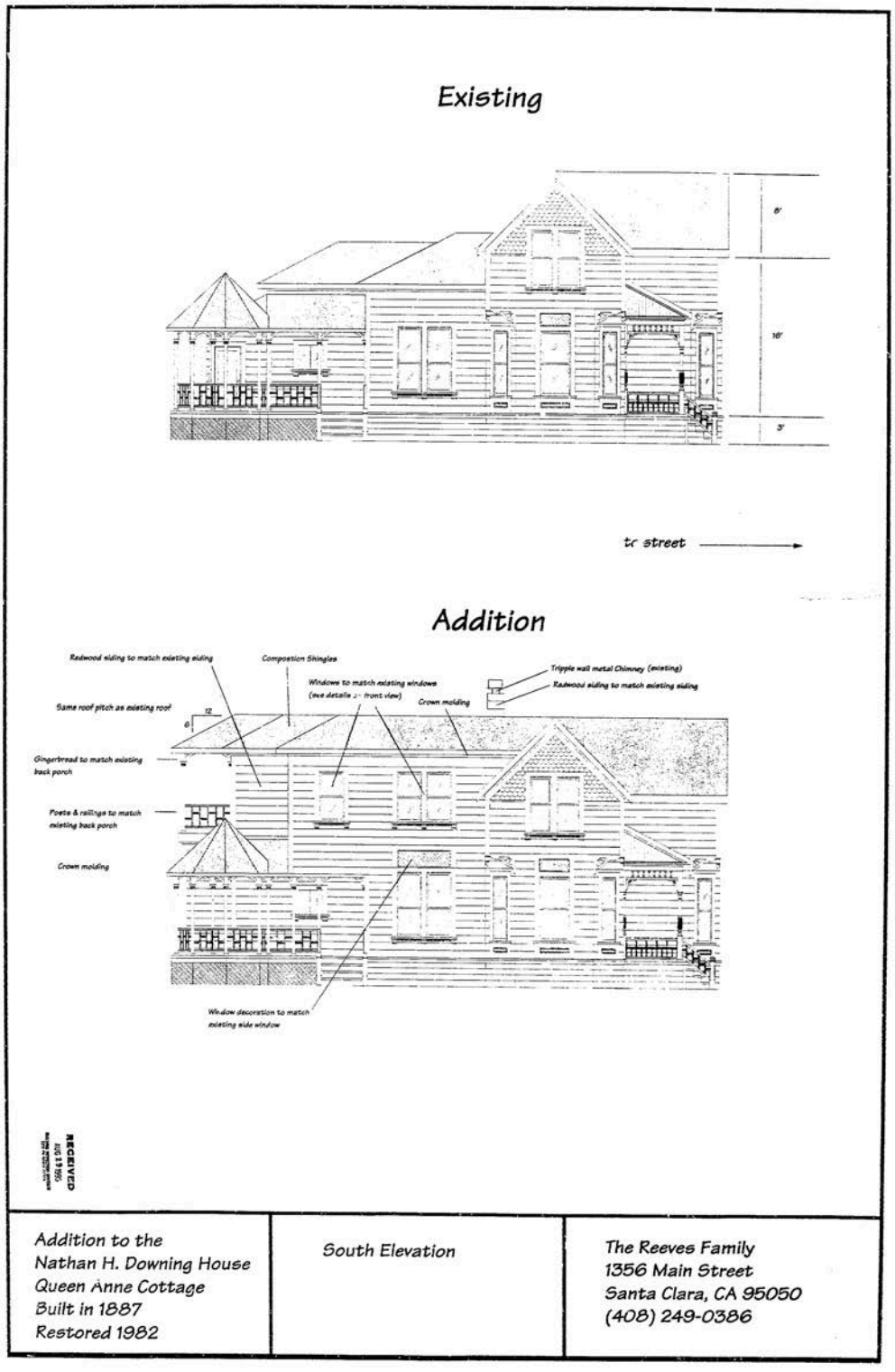
1695 Market Street (1895)

1116 Washington (1892)

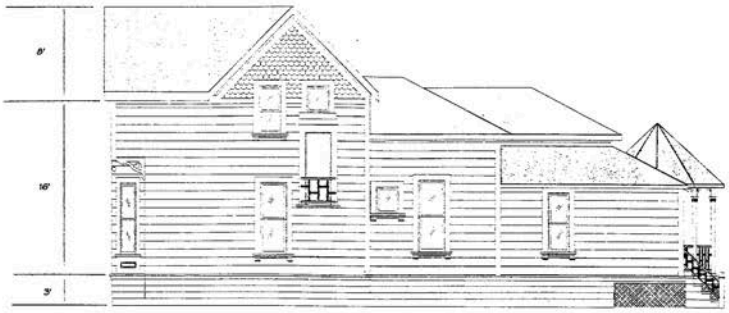
At right:

1460 Main Street (ca. 1890)
784 Monroe Street (1895)

Plans for the rear addition of 1995

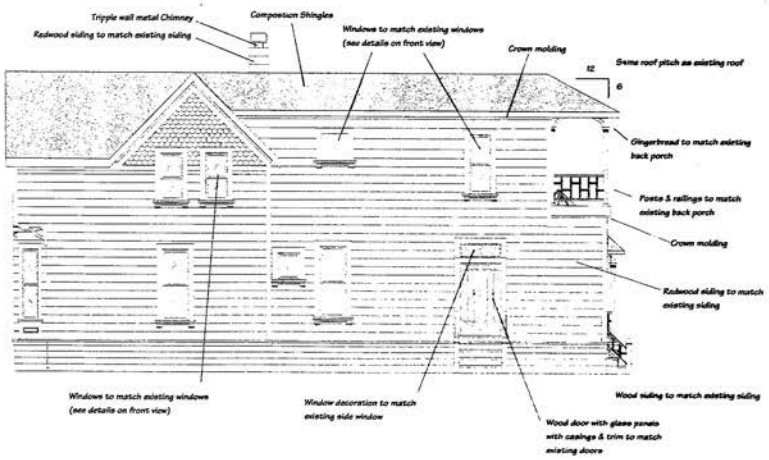


Existing



to street

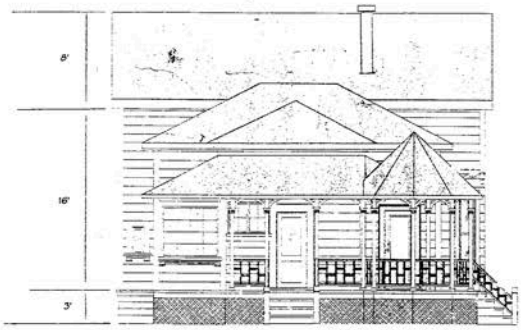
Addition



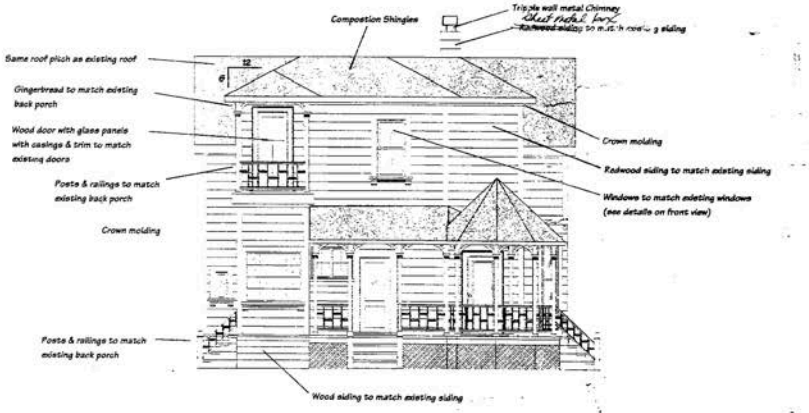
RECEIVED
SEP 15 2021
CITY OF SANTA CLARA
HISTORICAL MUSEUM

Addition to the Nathan H. Downing House Queen Anne Cottage Built in 1887 Restored 1982	North Elevation	The Reeves Family 1356 Main Street Santa Clara, CA 95050 (408) 249-0386

Existing



Addition



RECEIVED

Addition to the Nathan H. Downing House Queen Anne Cottage Built in 1887 Restored 1982	Back Elevation	The Reeves Family 1356 Main Street Santa Clara, CA 95050 (408) 249-0386

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.

Nathan H. Downing House
1356 Main Street
Santa Clara CA

Greetings,

My wife Mary Ann and I moved to California many years ago and bought our first single family home in Santa Clara in 2011. We love this town with its history - the Mission, the classic homes in the Old Quad, the bells of the Monastery, the many family-owned businesses and restaurants. When we saw the listing for the Nathan H. Downing House in January 2021, we were immediately struck by its charm, its traditional look and character, and the location. I have lived in historic homes in New England and the idea of raising our children in one is a dream for both my wife and me. The previous owners clearly loved this home, and we were lucky enough to be able to purchase it and dedicate ourselves to caring for it. The story behind the home of Nathan Downing and his family are a part of what makes this house special - Nathan founding the Santa Clara Journal, and his daughters Bertha and Bernice Downing carrying it forward, and of course the renown that Bertha in particular holds in Santa Clara's history (wikipedia).

There are too many treasures found in and around this home to list them all. The interior captivates with its high ceilings, the antique doors and moldings, the oversized pocket door that sets off the front living room with original windows that gather all the morning sun. The expansive lot keeps us in fruit nearly year round - persimmons in the front (which we love to share with the neighbors!), apple on the side by the towering palm, and nectarines, lemons and two varieties of cherries out back. Waking up to the bells of the monastery, the birdsong, the sunrise lighting the trees that surround the house - it's magical.

We are now walking distance from our favorite places - the Farmer's Market, Mio Vicino and Fiorillo's, and the roses of the university for weekend walks. The kids kept their same schools and friends when we moved, and our generously-sized outdoor spaces have become a gathering spot for friends and fun. I continue to run over to San Tomas trail and even sometimes up to the stadium.

We will preserve the house, and are committed to investing to safeguard it. The plan we have put forward provides this house with the care it needs to continue its history in Santa Clara while we continue the traditions of home, holiday and neighborhood.

Sincerely,

Brian Dawbin and Mary Ann Salyards

October 13, 2021

Brian Dawbin & Mary Ann Salyards
1356 Main Street
Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

Nathan H Downing House, c. 1887

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1356 Main Street. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

Years 1-2 (2022-2023)
Foundation/Grading/Drainage: Improve rainwater management around the perimeter of the house: The existing grade (soil) around the house is inadequately sloped (towards the house) which can lead to foundation settlement and compromise the structural integrity of the historic residence. The grade also contacts the historic wood siding / framing which can lead to rot and termite damage. Therefore, we propose to regrade around the perimeter of the residence as required by the building code, correct improperly sloped roof gutters, and connect the rain water leader downspouts to concrete splash blocks or subsurface drain lines to outlet downhill and away from the residence.

Years 3-5 (2024-2026)
Roofing: Replace failing asphalt composition shingle roofing (improperly flashed resulting in leaks with water damage): Install new triple layer (tri-lam) asphalt composition shingle roofing (example: Certainteed Landmark TL) with a more similar profile and shadow line of wood shingles (what was originally on the home).

Years 6-7 (2027-2028)
Window Restoration: Restore / Repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced and the window sash shall be painted to match existing.
needed.

Years 8-9 (2029-2030)
Exterior Painting: Repaint entire exterior of residence including all exterior wood siding, eaves, gutters / downspouts, windows and doors and their associated trim, all porches and railings. Any minor dry rot or pest damage at all wood material shall be repaired with epoxy filler. Where wood elements have excessive damage, they shall be replaced with salvaged or custom milled wood to match existing.

Year 10 (2031)
Kitchen Renovation: Replace existing oak cabinets and/or cabinet doors to achieve a style that more closely matches the style of the historic residence (example: white shaker style doors). Replace vinyl faux tin ceiling with either wood beadboard or a tin ceiling material. Replace vinyl kitchen floor with wood flooring or marmoleum flooring that is more compatible with the historic home.

We absolutely love this historic home and the Old Quad neighborhood and will cherish the memories we will make here with our family. We are proud to be a part of the next chapter for this delightful treasure of Santa Clara's history.

Brian & Mary Ann

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 _____, 2022, ("Effective Date"), by and between Brian Dawbin and Mary Ann Salyards, owners of certain real property located at 1356 Main Street, Santa Clara, CA 95050 (“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 269-05-029, and generally located at the street address 904 Madison 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 October 18, 2021. 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 1356 Market 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: Brian Dawbin and Mary Ann Salyards
1356 Main 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 $7,564.00 (seven thousand, five hundred, and sixty-four dollars), 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:

_____
Office of the City Attorney
City of Santa Clara

_____
Rajeev Batra
Interim City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

"CITY"

Brian Dawbin and Mary Ann Salyards,
Owners of 1356 Main Street

By: _____
Brian Dawbin
1356 Main Street
Santa Clara, CA 95050

By: _____
Mary Ann Salyards
1356 Main Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

I:\PLANNING\2021\Project Files Active\PLN21-15291 1356 Main Street (Mills Act)\Mills Act Contract.doc

22-889 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services During Rehabilitation

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Water and Sewer Utilities Department (Department) is responsible for providing dependable supply of safe, potable water for the residents and businesses in Santa Clara. Today, the City's water supply comes from 20 active groundwater wells and water purchased from the Santa Clara Valley Water District (Valley Water) and the San Francisco Public Utilities Commission (SFPUC).

Due to the current drought, wholesale water supplies from the Valley Water and SFPUC have been significantly reduced as water has become scarce throughout the region. In addition, the City has lost a number of wells from decommissioning of aging wells. To offset the shortfall, the Department is considering rehabilitating six of the 10 inactive wells.

The six inactive wells identified for potential reactivation are Well 5-02, 16-02, 21, 26, 32, and 34. To reactivate these wells, the Department requires the services of a consultant to perform well assessments, provide technical recommendations, develop technical specifications for rehabilitation, assist staff with bid advertisement, contractor selection, and provide engineering support services during rehabilitation.

DISCUSSION
Pursuant to City Code Section 2.105.330 and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process whereby proposers are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation.

On March 3, 2022, the City published a Request for Proposal (RFP) for well condition assessment and engineering services during rehabilitation. Three proposals were received from the following firms:

- Bonkowski & Associates
- KYLE Groundwater, Inc. (KYLE)
- Luhdorff & Scalmanini Consulting Engineers (LSCE)

The proposals were independently evaluated by a three-member evaluation team. KYLE and LSCE

were invited to participate in oral interviews to introduce their proposed project team members and demonstrate their experience and capacity to meet the City's requirements. After concluding the evaluation process, the evaluation team ranked KYLE as the most qualified consultant.

The term of the proposed agreement with KYLE is three years, effective from September 1, 2022 to August 31, 2025. The maximum compensation under the proposed agreement is $1,007,880 as summarized below.

Description	Amount
Well 5-02	$148,845
Well 16-02	$148,845
Well 21	$175,069
Well 26	$148,845
Well 34	$175,070
Well 32	$211,206
Maximum Compensation	$1,007,880

Due to the age and type of construction, the wells have historically exhibited water quality, production and sanding issues. Under the proposed agreement, KYLE will perform an initial condition assessment and provide recommendations on whether the wells can be successfully rehabilitated to mitigate the primary issues of concern. If the City proceeds with rehabilitating the wells, KYLE will also assist staff with preparing technical specifications and provide engineering support services during construction.

Rehabilitation of these wells will provide the critical redundancy to the City's water supply, thereby reducing the City's dependence on purchased treated water supply and ensuring the residents and businesses in Santa Clara continue to have a reliable supply of water.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(b) (Class 1 - "Existing Facilities") as the activity consists of the operation, repair, and maintenance of existing public structures, facilities, and mechanical equipment, including publicly owned utilities, involving negligible or no expansion of the existing use.

FISCAL IMPACT

The Department's capital improvement program includes funding in the New and Replacement Wells project, which would be used for this agreement.

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 or via email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute an agreement with KYLE Groundwater, Inc. for well condition assessment and engineering services during rehabilitation starting on or around September 1, 2022 and ending on or around August 31, 2025, with maximum compensation not-to-exceed $1,007,880, subject to the appropriation of funds.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement for Design Professional Services with KYLE Groundwater, Inc.

EBIX Insurance No. S200004962

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KYLE GROUNDWATER, INC.

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and KYLE Groundwater, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. 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 of the quality and type which meet objectives and requirements of City; and,

D. 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

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

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 and terminate on August 31, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

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.

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 for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, 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. All work performed or materials 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 other than Project, 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 of this Agreement and for four (4) 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 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

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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, 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: Water & Sewer Utilities Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at gwelling@santaclaraca.gov

And to Contractor addressed as follows:

KYLE Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767
and by e-mail at russell.kyle@kylegroundwater.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 to this Agreement.

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.

CONTINUED ON PAGE 8

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

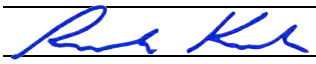
Approved as to Form: Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KYLE GROUNDWATER, INC.
a California corporation

Dated: 29-Jul-22
By (Signature): 
Name: Russell Kyle
Title: President
Principal Place of Business Address: 309 E. Jefferson Avenue, Pomona, CA 91767
Email Address: russell.kyle@kylegroundwater.com
Telephone: (626) 379-7569
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. INTRODUCTION

1.1. Contractor shall provide hydrogeological and engineering services in support of rehabilitation of six (6) well stations: Well 5-02, Well 16-02, Well 21, Well 26, Well 32, and Well 34**,** as set forth herein.

1.2. To the extent not inconsistent with this Agreement, the City's RFP 21-22-07B (including subsequent updates), Contractor's proposal response dated March 7, 2022., are incorporated herein by this reference, subject to the terms and conditions of the Agreement.

2. PHASE 1 - SCOPE OF SERVICES

2.1. Task 1 – General Project Management Services and Coordination

2.1.1. Contractor shall provide project management services up to the production of the Well Rehabilitation Technical Recommendation. This includes the management of any subconsultants, if any, to gather any further information required to produce the Well Rehabilitation Technical Recommendation. Contractor shall:

2.1.1.1. Prepare for and attend kick off meeting

2.1.1.2. Manage subconsultants, if required, for the following subtasks:

2.1.1.2.1. Well Video

2.1.1.2.2. Sanding

2.1.1.2.3. Capacity Test

2.1.1.3. Provide general administration

2.1.1.4. Provide up to two (2) progress update meetings per well site.

2.1.1.4.1. Meetings can be combined as necessary.

2.1.1.4.2. One (1) meeting shall occur at the conclusion of data analytics and prior to the recommendation for Focused Intake Pumping.

2.1.1.4.3. One (1) meeting shall occur at the conclusion of Task 2, prior to making a final recommendation for Task 3.

2.1.1.4.4. The meetings shall be accompanied by a presentation and brief technical memo.

2.2. Task 2 – Data Analytics and Acquisition

2.2.1. Contractor shall analyze the following well data provided by the City:

2.2.1.1. Schaff and Wheeler 2014 Well Assessment Report

2.2.1.2. Pump Testing Data (YR)

2.2.1.3. Pump Curves

2.2.1.4. Driller's Log

2.2.1.5. Most Recent Well Videos

2.2.1.6. Well Completion Reports (YR)

2.2.1.7. Well Design Drawing and Specs

2.2.1.8. DDW Well Data Sheet

2.2.1.9. Efficiency Test

2.2.1.10. Water Quality Data

2.2.1.11. Rossum sand tests – Contractor may consider rerunning this test during the investigation of the data

2.2.1.12. Rehabilitation Records

2.2.2. The City provided to Contractor a summary of available data for each well. Contractor shall be responsible for the acquisition of any missing critical well data that is not currently available, including administering all on site testing. If on site testing is required, then Contractor shall provide all tools, equipment, and materials to complete the work.

2.2.3. If additional testing and data acquisition is required before the Contractor can reach a conclusion on candidates and process for reactivation, and the proposed work requires a third party, then Contractor shall obtain quotes for the proposed work, make recommendations to the City on the selection of additional subconsultants, and act as the City's representative during the work.

2.2.4. Contractor shall provide services to manage EMT-24 Survey, Well Video Survey, Title 22 Water Quality Analysis, and any other testing required as a result of ongoing research.

2.2.5. The preliminary data presented by Contractor will determine if Focused Intake Pumping is a beneficial step to remediate the issues at each well. Contractor shall not proceed with Focused Intake Pumping unless the City has provided prior approval.

2.2.6. Contractor shall provide services to conduct zone specific water quality sampling and flow profiling for well 32 only. This task shall include well redevelopment, time series sampling, flowmeter survey, depth specific sampling, water quality analysis and reporting.

2.3. Task 3 - Well Rehabilitation Technical Recommendation

2.3.1. At the conclusion of the Data Analysis and Acquisition phase, Contractor shall prepare a Well Rehabilitation Technical Recommendation for the group of wells. The recommendation shall include:

2.3.1.1. the steps to remediate the sanding while maximizing the capacity of the selected wells;

2.3.1.2. an estimate of the proposed work;

2.3.1.3. a schedule of the proposed work;

2.3.1.4. the details of what is outsourced; and

2.3.1.5. an engineer's estimate for the rehabilitation efforts.

2.3.2. For wells that are not considered candidate for rehabilitation, Contractor shall provide a justification for the recommendation.

2.3.3. The deliverable shall be provided in a technical memo or report in a PDF format.

2.3.4. Upon the review of Task 3, the City may elect to move forward to Phase 2 for one or all the identified candidates.

2.4. Task 4 – Development Plan for Reactivation of Granular Activated Carbon Treatment System for Iron and Manganese Removal at Well Station 32

2.4.1.

2.4.2. Contractor shall conduct a minimum of two site visits to investigate the available data and determine the steps to reactivate the treatment facility. Contractor shall prepare a basis of reactivation memo highlighting the identified steps to remediate any operational issues that include but not limited to media exchange, instrumentation set point reconfigurations, chemical treatment, run to waste cycles, and instrumentation upgrades to restore the treatment unit to operation.

2.4.3. Contractor shall also provide an estimate of the proposed work, a schedule of the proposed work, and the details of what is outsourced.

2.5. Task 5 – Develop Rehabilitation Technical Specifications

2.5.1. Contractor shall prepare a set of technical specifications and associated construction details for each proposed well rehabilitation identified in Task 3. These methods may include:

2.5.1.1. mechanical rehabilitation such as airlifting, swabbing, jetting, or brushing via mechanical means with the aided use of NSF 61 approved well cleaning additives;

2.5.1.2. physical permanent modification to the well casing such as swedging or lining the well;

2.5.1.3. temporary modification to the well casing such as installing a packer system; and

2.5.1.4. other modification measures not mentioned here.

2.5.2. The specifications shall also include cleaning, test pumping, pre and post well video inspections, pre and post sand testing, and other recommendations to validate the effectiveness of the rehabilitation improvements.

2.5.3. Contractor shall provide digital copies of the Draft Specifications at the 70% and 90% completion phases for City's review and comment.

2.5.4. Contractor shall conduct two virtual workshop meetings at the 70% and 90% submittal phase to review the Draft Specifications and obtain City's comments.

2.5.5. Contractor shall submit three (3) hard copies of the Final Specifications along with the electronic files (both Microsoft Word and PDF format).

2.6. Task 6 – Bid Advertisement and Contractor Selection Services

2.6.1. Contractor shall assist the City in producing a scope of work and bid package for advertisement of the Well Rehabilitation to include:

2.6.1.1. prepare technical specifications package;

2.6.1.2. prepare the project drawings and construction details;

2.6.1.3. prepare itemized bid;

2.6.1.4. assemble the bid package;

2.6.1.5. if necessary, respond to request for clarifications during the bid process;

2.6.1.6. provide guidance on contractor selection and provide a bid summary;

2.6.2. The City will advertise the bid package through the City's e-procurement system and will review and tabulate all bids for the project team to review.

2.7. Task 7 – Engineering Services During Rehabilitation

2.7.1. Contractor shall assist the City during the rehabilitation process and act as the owner's representative during this phase of the work. Contractor shall provide technical support and engineering services throughout the duration of the well rehabilitation project on a time and materials basis with a not-to-exceed amount established prior to commencement of work.

2.7.2. The scope of services for this task shall include the following:

2.7.2.1. attend preconstruction meetings;

2.7.2.2. review contractor submittals, work plans, and schedules;

2.7.2.3. respond to contractor generated RFIs and RFQs;

2.7.2.4. assist with invoice review and change orders;

2.7.2.5. provide on-site inspection services; and

2.7.2.6. document all rehabilitation activities and provide as-builts and records drawings for the City.

2.7.3. It is anticipated the during the actual rehabilitation work, Contractor will be present as needed to enforce the specification and provide routine updates to the City's Project Manager.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Contractor under this Agreement shall not exceed **One Million Seven Thousand Eight Hundred Eighty Dollars ($1,007,880)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEE SCHEDULE

2.1. Contractor shall pay Contractor the amount for each of the tasks described in Exhibit A as follows:

Description	Tasks 1-3	Task 4	Task 5	Task 6	Task 7	Total
Well 5-02	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 16-02	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 21	$105,170.25		$5,880.00	$1,792.00	$62,227.00	$175,069.25
Well 26	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 34	$105,170.25		$5,880.00	$1,792.00	$62,227.00	$175,069.25
Well 32	$140,101.00	$71,104.60				$211,205.60
TOTAL	**$587,280.25**	**$71,104.60**	**$29,400.00**	**$8,960.00**	**$311,135.00**	**$1,007,879.85**

2.2. Contractor shall be paid on a fixed fee basis for Tasks 1 – 6. The fees include all labor, materials, equipment, overhead, general administrative costs, and profit.

2.3. Contractor shall be paid on a time and material basis for Task 7 in accordance with the following rates:

Labor Classification	HourlyRate
Principal Hydrogeologist	$195
Project Hydrogeologist	$145
Staff Hydrogeologist	$135
GIS Technician	$120
Project Coordinator	$105
Clerical	$80
Non-Labor Charges Mileage = $0.585 per mile (i.e., the allowable IRS rate); Field visit (day) = $50; Field visit (overnight) = $160; Transducer rental = $25 per day	

2.4. The assumptions made in calculating the amounts in Section 2.1 above are described in Contractor's Cost Proposal dated July 1, 2022. The amounts may

change during the project if the assumptions factored in during the cost process change. Any changes in the amounts shall be agreed to by both parties in writing.

3. PAYMENT SCHEDULE

3.1. With respect to progress payments for Tasks 1 – 6. Contractor shall base its invoice on the percentage of services completed during the previous month.

3.2. With respect to payments for Task 7, Contractor shall base its invoice on the hours, professional fees, costs, and charges associated with the services completed during the invoice period in accordance with the fee schedule in Table x.

3.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

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.

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 one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 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).

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. 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 one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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.

F. 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.

G. 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.

H. 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 e-mailed to ctsantaclara@ebix.com:

Or by mail to:
EBIX Inc.
City of Santa Clara – Water & Sewer Utilities Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. 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 ADDENDUM

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. 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 Addendum 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 Addendum.

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.

22-08 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Advanced Mobility Group for Design Professional Services for the Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In September 2020, the Council approved $500,000 of Santana West Settlement funding for the Lick Mill Boulevard Pedestrian Beacon Upgrade project (Agenda Report 20-804). This project is located along Lick Mill Boulevard between Tasman Drive and Montague Expressway. The goal of the project is to enhance transportation safety and mobility along Lick Mill Boulevard by upgrading the three existing flashing beacons located along the corridor to newer standards. The locations include a curve warning beacon south of Tasman Drive and pedestrian crossings at Lick Mill Park and at Fitzpatrick Way. At the pedestrian crossings, the existing flashing yellow beacons will be replaced with pedestrian activated Rectangular Rapid Flashing Beacons (RRFBs). The project will also complete pedestrian improvements including new signage and striping, modifications to the concrete median at Fitzpatrick Way, and upgrades to the existing curb ramps to meet Americans with Disabilities Act (ADA) standards.

In June 2020, the Council approved Gas Tax funding as part of the FY 2020/21 and FY 2021/22 Biennial Capital Improvement Program Budget, for the Monroe Street at Los Padres Boulevard Traffic Signal Modification project. This project will upgrade the traffic signal at the intersection to provide left turn arrows for vehicles turning left from Monroe Street onto Los Padres Boulevard. Monroe Street is currently striped with left turn pockets in each direction but does not have left turn arrow signals. The project will modify the signal to add the left turn signals, install fiber optic communications, upgrade traffic signal equipment to the latest City standards, and upgrade the curb ramps to meet ADA standards.

Since both projects have similar types of work related to traffic and pedestrian improvements, staff combined these two projects into one project titled Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project (“Project,” see Attachment 1 for Project Location Map). Administering the design and construction as one combined project allows the City to hire one engineering consultant to design the project and one construction contractor which creates staffing efficiencies and has the potential to reduce construction mobilization costs and unit costs (i.e. contractor can procure greater quantities of materials at lower prices). Additionally, creating one combined project will reduce staff management and administration time necessary to deliver this project.

DISCUSSION

A formal selection process was utilized to solicit proposals from consultants to provide the required professional services. In 2020, an on-call list of prequalified consultants for traffic engineering services was established through a competitive Statement of Qualifications (SOQ) process. The prequalified consultant list to provide traffic engineering services for a period of five years includes six firms (Advanced Mobility Group, DKS Associates, Hexagon, Iteris, Kimley-Horn and Associates, and W-Trans). In March 2022, staff issued a competitive Call for Proposals (CFP) for the Project to the firms on the prequalified consultant list. Staff received proposals from three firms: Advanced Mobility Group, Iteris, and Kimley-Horn and Associates.

A proposal review panel consisting of staff from the Department of Public Works evaluated each proposal against the criteria set forth in the CFP, including project specific qualifications, availability of staff resources, project approach, completeness and depth of scope of services, and project schedule. Based on the panel's evaluation, Advanced Mobility Group (AMG) submitted the best proposal and is recommended for award of contract. AMG demonstrated a strong project understanding and provided an excellent project approach to investigate and resolve the issues presented in the CFP. AMG has extensive traffic engineering experience working in the Bay Area and has demonstrated successful performance with other traffic related projects for the City.

The proposed agreement (Attachment 2) includes a refined scope of services based upon negotiations and the understanding of the work to be performed. The scope of services generally includes project management and coordination, preliminary engineering and evaluation, construction documents (plans, specifications, and estimates) for public works bidding, and engineering support services during bid, award, and construction.

Staff recommends entering into the agreement with Advanced Mobility Group for the Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project to allow the Project to move into the design phase. The agreement includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This Agreement is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction. However, it is expected that the CEQA determination for this project will be a categorical exemption pursuant to CEQA Guidelines section 15301(c) Existing Facilities.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount $136,818. This amount includes $124,380 for basic services, and $12,438 for additional services. FY 2022/23 Funds are available for the agreement in the Streets and Highways Capital Fund in the Monroe - Los Padres Traffic Signal Modification project.

COORDINATION

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

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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.

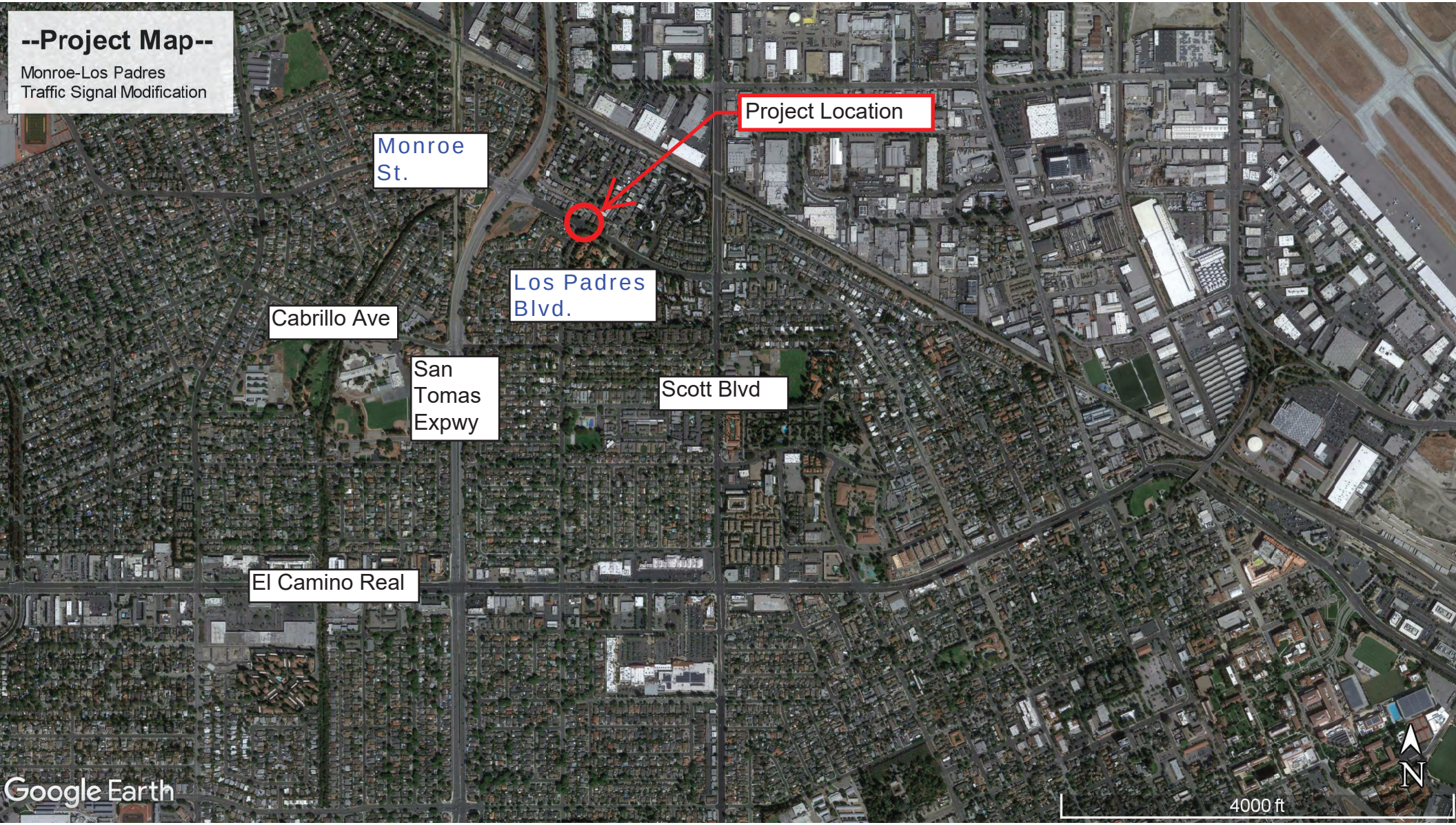
RECOMMENDATION
1. Approve and authorize the City Manager to execute an agreement for Design Professional Services with Advanced Mobility Group for the Lick Mill Boulevard Pedestrian Beacon Upgrade and Monroe Street at Los Padres Boulevard Traffic Signal Modification Project in the amount not-to-exceed $136,818; and
2. Authorize the City Manager to make minor modifications to the agreement if needed and to extend the term.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Project Location Map
2. Agreement

ATTACHMENT 1 - PROJECT LOCATION MAP (1 OF 2)

ATTACHMENT 1 - PROJECT LOCATION MAP (2 OF 2)



EBIX Insurance No. S200004955

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ADVANCED MOBILITY GROUP

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Mobility Group, a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services for the Lick Mill Blvd Pedestrian Beacon Upgrade and Monroe St at Los Padres Blvd Traffic Signal Modification Project, and more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors; and

C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. 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 Consultant 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

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

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 upon written Notice to Proceed provided to Consultant by City and terminate at the completion of work described in Exhibit A – Scope of Services.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant 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. Consultant 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 Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant 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

Consultant's representations regarding its skills and knowledge. Consultant 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred thirty six thousand eight hundred eighteen dollars ($136,818), 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. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant 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 Consultant.

B. Termination for Default. If Consultant 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 Consultant.

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, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant 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. Consultant shall not hire subconsultants without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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 CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant 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 Consultant 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, Consultant 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.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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. Consultant 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.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant 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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant 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: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Advanced Mobility Group
3003 Oak Rd., Suite 100,
Walnut Creek, CA 94597
and by e-mail at joy@amobility.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

Consultant 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, Consultant'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 Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant 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

Consultant 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 to this Agreement.

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.

CONTINUED ON PAGE 8

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: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADVANCED MOBILITY GROUP
a California corporation

Dated: 7/22/2022
By (Signature): Joy Bhattacharya
Name: Joy Bhattacharya
Title: Vice President
Principal Place of Business Address: 3003 Oak Road, Suite 100, Walnut Creek, 94597
Email Address: joy@amobility.com
Telephone: (415) 688 0024
Fax: ( )

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

I. OBJECTIVE

The City of Santa Clara (hereinafter "CITY") desires to engage Advanced Mobility Group (hereinafter "CONSULTANT") from the Prequalified Consultant List for Traffic Engineering On-Call Consultant Services to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of the Lick Mill Blvd Pedestrian Beacon Upgrade and Monroe St at Los Padres Blvd Traffic Signal Modification Project (hereinafter "PROJECT" or "Project" or "the project").

CONSULTANT shall provide the services described herein through a Project team, comprised of CONSULTANT and subconsultants as identified as follows:

CONSULTANT: Advanced Mobility Group

Subconsultants to Advanced Mobility Group:

- CSG Consultants, Inc. — Civil Engineering
- Quiet River Land Services, Inc. — Land Surveying

Any changes to the Project team during the term of the Agreement shall be approved in writing by CITY.

II. BACKGROUND

Project consists of implementing traffic improvements at two (2) locations:

1. Lick Mill Boulevard Pedestrian Beacon Upgrade:

   Lick Mill Boulevard is a North/South four-lane arterial roadway with a raised median island and a posted speed limit of 35 miles per hour. There are two existing crosswalks using flashers and the City has received requests from members of the public to improve safety for pedestrians traversing Lick Mill Boulevard at these locations. Upon review, the City proposes to upgrade the existing crossings to use push button actuated RRFBs and traffic signal mast arm poles. In addition, the City proposes to upgrade an existing curve warning sign to the latest Caltrans Standard.

2. Monroe Street at Los Padres Boulevard Traffic Signal Modification:

   Monroe Street is an East/West three-lane arterial roadway with bicycle lanes and a posted speed limit of 35 miles per hour. At the intersection with Los

Padres Boulevard, there is an existing traffic signal with Case 2 load mast arms on all four corners. Upon review, the City proposes to upgrade the traffic signal infrastructure and connect the cabinet devices to the City's existing fiber optic communication system.

The City's budget for the Lick Mill Boulevard Pedestrian Beacon Upgrade is approximately $500,000 and the budget for Monroe Street at Los Padres Boulevard Traffic Signal Modification is $680,000, all inclusive of design consultant costs, construction costs, and administrative costs. CONSULTANT shall ensure the improvements to be constructed are completed within this budget.

Further, the requested services include preliminary engineering to assess the project locations and provide recommendations for the most suitable improvements to be constructed within the available project construction budget. A description of the preliminary engineering desired is described under Task 2: Preliminary Engineering and Evaluation (Site Evaluation and Technical Memorandum).

This Scope of Services is based upon CITY's Call for Proposals dated March 1, 2022, and CONSULTANT's Proposal dated March 21, 2022, incorporated herein by reference, and subsequent discussions between CITY and CONSULTANT. CITY and CONSULTANT agree that this Scope of Services is anticipated to meet CITY's objectives for the Project.

III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles.
- Right of Entry Letter template, if required.
- Payment of permit application fees, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.

CONSULTANT shall expect that all signal equipment required for construction of the project, such as controllers, cabinets, poles, etc. will be furnished by the construction contractor through the construction bid documents and will not be CITY-furnished.

IV. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate) for the PROJECT.

1. TASK 1: PROJECT MANAGEMENT AND COORDINATION

CONSULTANT shall:

1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.

1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT.

1.5 Provide monthly progress reports.

1.6 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project

Management.

1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

Deliverables:

1. Progress schedule in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file), including kick-off meeting minutes.
4. Monthly progress reports and invoices (in pdf file).

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION (SITE EVALUATION AND TECHNICAL MEMORANDUM)

2.1 Site Evaluation/Field Review:

CONSULTANT shall:

2.1.1 Evaluate the improvements for LICK MILL BLVD PEDESTRIAN BEACON UPGRADE such as to install the equipment needed for a future HAWK upgrade while keeping the project within the budget available. This includes an evaluation that provides and compares the construction elements and costs required for installation of an RRFB and the construction elements, and costs required for installation of a HAWK. This task also includes assessment of current crosswalk configuration at Fitzpatrick Way and determine an optional crosswalk location alternative, if feasible, including a cost comparison between options.

2.1.2 Evaluate the improvements for MONROE ST AT LOS PADRES BLVD TRAFFIC SIGNAL MODIFICATIONS and provide improvement recommendations to meet the project goals. This includes an evaluation that addresses the installation of new equipment on existing signal poles that were constructed according to the standards in use at the time of original construction.

2.2 Design Recommendation:

Based on preceding Task 2.1, CONSULTANT shall:

2.2.1 Propose recommendations to CITY per Site Evaluation/Field Review task by CONSULTANT. CONSULTANT shall consider factors such as cost and benefits, constructability, future operations and maintenance considerations.

2.2.2 Prepare a budget level project cost estimate that includes all project costs including construction costs, soft costs, permitting costs (if applicable), contingencies, and all other costs involved to complete the project. The purpose of this budget level project estimate is to ensure adequate funds are available to complete the PROJECT.

2.2.3 Formalize the design recommendation under this Task in a brief technical memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the recommendation in the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision. If the City requires justification for HAWK installation, the CONSULTANT shall prepare a HAWK recommendation document as an optional task.

2.3 Lighting Analysis (Lick Mill Blvd crosswalks and Monroe St intersection):

CONSULTANT shall:

2.3.1 Perform a photometric analysis of the lighting to confirm intersection and crosswalk illumination levels. The analysis and lighting design should consider Caltrans lighting standards, Silicon Valley Power (SVP) standards and the ANSI guidelines included in the City's Pedestrian Master Plan 2019. SVP currently uses ANSI/IESNA RP-8-00 as its standard for the design and installation of roadway lighting. City's Pedestrian Master Plan recommends using ANSI/IES RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. CONSULTANT shall confer with CITY prior to performing the lighting analysis to

confirm the criteria to be utilized in the analysis. CONSULTANT shall formalize the results of the analysis in a brief technical memorandum that includes all relevant data, figures, and recommendations and allow for up to two (2) rounds of review and revisions based upon CITY comments.

Deliverables:

1. Technical Memorandum: Site Evaluation Memo containing data, analysis, project cost estimates, and recommendations.
2. Technical Memorandum: Brief memorandum describing the Lighting Analysis.

3. TASK 3: PRELIMINARY DESIGN (35%):

Upon CITY's approval of improvements from the technical memorandum in Task 2, CONSULTANT shall:

3.1. Collect and review relevant reports, record drawings, data, maps and other documents relevant to defining the limits and scope of design for the project. CONSULTANT shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary. CONSULTANT's design should account for existence of existing underground infrastructure and CONSULTANT shall perform all due-diligence necessary to avoid conflicts between the existing and new infrastructure.

3.2. CITY will provide utility maps for CITY owned storm drain, sanitary sewer, water/recycled water, and electric utility. Other non-City owned utility information will need to be coordinated by CONSULTANT with outside agencies and companies, including gas and communications. The CONSULTANT shall prepare "A" letters during the preliminary design phase. The information obtained as a result of the "A" letter shall be transferred to the base maps prepared for the project. CONSULTANT shall provide CITY a draft copy of the letter prior to sending it to the utility, maintain log of all information sent and received, and provide CITY all information received from the "A": letter process. CONSULTANT shall prepare a utility base map from information received through as-builts, field reviews, utility maps, and observation of above-ground of any high-risk utilities that has potential affect the work during construction to be used in the project plans.

3.3. Perform design grade topographic survey of the project areas and/or

intersections of the proposed improvements. Topographic surveys are required for all intersections from public right-of-way/property lines on one side of the street to public right-of-way lines on the other side of the street. Topographic survey will be required at locations where new curb ramps are to be installed to meet ADA and City standards. The design assumes presence and use of existing conduit along Monroe Street for the interconnect between the Los Padres and Scott Boulevard intersections. Information for the conduit will be based upon as-builts and field reviews. If new conduit is required to be installed, the background mapping and design required for installation of the new conduit will be considered as an Optional Task.

3.4. Coordinate with Silicon Valley Power (SVP) to identify and show locations of and arrange for electric service for the new flashing beacons or other powered devices if needed.

3.5. Prepare a set of preliminary design plans (35% level) for use in exhibits and/or contract drawings. At a minimum, the 35% design plans shall include, but not limited to, existing utilities, City right-of-way lines, existing improvements such as sidewalk, curb, and gutter, roadway, curb ramps, existing traffic equipment/signals, poles/pull boxes including existing roadway delineation markings and striping, and geometry and major features of proposed improvements. A preliminary estimate of the probable construction costs shall also be included.

3.6. If the CITY decides to proceed with HAWK design at the Lick Mill Boulevard Crossing(s), the CONSULTANT shall include HAWK design elements as part of the Optional Task, if directed in writing by City.

Deliverables:

1. Utility letter(s), tracking log, and information received.
2. Preliminary Design Plans (35%) and Estimate.

4. TASK 4: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, and FINAL BID SET SUBMITTALS)

4.1. 65% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents The CONSULTANT shall prepare the Utility Letter “B” during the 65% design phase. The 65% design plans will be provided to each utility owners that verified any utility conflicts within the proposed improvement area. The information on existing utilities obtained as a

result of the “B” letter shall be used to determine utility conflicts. CONSULTANT will make modifications to the design to avoid conflicts with existing utilities. The 65% submittal shall be considered as a complete package necessary to bid the PROJECT, and subsequent submittals shall provide opportunities to further refine the contract documents.

4.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer’s Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

4.1.1.1. The Plans shall be complete and show property lines, existing high-risk utilities, and major construction features.

4.1.1.2. CITY’s preferred plan format is 22” x 34” sized sheets at a legible scale.

4.1.1.3. Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the “upfront” contract specifications, i.e. Divisions 0 and 1 specifications of CITY’s boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:

- Description of work
- Type of Construction Consultant’s License required
- Schedule of Bid Prices
- Requirements for Construction Consultant’s Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
- Recommendations for appropriate Liquidated Damages
- Identification of any changes to the CITY’s boilerplate that are required

4.1.1.4. CONSULTANT shall be familiar with CITY’s standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and

do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.

4.1.1.5. The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid-construction using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and construction consultants as necessary to develop an accurate cost estimate.

4.1.1.6. The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the construction contract duration.

4.1.1.7. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

4.1.2. Response to Comments

4.1.2.1. CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

4.1.2.2. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design

issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

4.2. **95% Construction Documents Package**

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents that include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

4.2.1. Construction Documents:

4.2.1.1. The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.

4.2.1.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

4.2.1.3. CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.

4.2.1.4. CONSULTANT shall assist CITY in obtaining approval of the plans by the CITY Building Department and issuance of building permit(s). Building permits are anticipated as necessary for the electric services required for the project.

4.2.2. Response to Comments

4.2.2.1. CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall

be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule), submitted electronically as PDF.
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

4.3. **100% Construction Documents Package**

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Construction documents shall be considered as complete with no future revisions planned nor deemed necessary. Should new electric services be necessary for the project, a building permit will be required from CITY's Building Department. CITY will submit the 100% design plans to the Building Department for review and issuance of the building permit. Should any revisions to the plans become required from the Building Department in order to issue the building permit, these revisions will be incorporated in the subsequent Final Bid Set Documents submittal. The CONSULTANT shall prepare the Utility Letter "C" during 100% design phase. The letter shall indicate to the utility owners of any changes that have been made since the Utility Letter "B" to avoid conflict with their existing utility. The CONSULTANT will make all efforts to avoid any utility relocation as part of this project through design modification. However, if utility relocation cannot be avoided, the Letter "C" shall identify and request written confirmation of utility relocation and relocation schedule.

The 100% construction package shall include final Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

4.3.1. The 100% construction package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.

4.3.2. CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

4.3.3. PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The PEER reviewer may be from the CONSULTANT's organization but shall be independent from the Project design staff. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

The PEER Review Statement shall also be placed on the plans title sheet and signed by the responsible individual.

4.3.4. CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.

4.3.5. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100%

comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

4.4. **Final Bid Set Documents**

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package. This submittal shall address any comments from CITY's Building Department as part of the building permit process, if required.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation, including PEER Review Statement, and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

5. TASK 5: BID SUPPORT ASSISTANCE

CONSULTANT shall:

5.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a plan holder's list and log of bidder's questions and responses.

5.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.

5.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.

5.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.

5.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

6. TASK 6: CONSTRUCTION SUPPORT

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

6.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.

6.2. Review and approve shop drawings and submittals, including mix designs. Assuming four rounds of reviews and comments for each submittal. This Scope of Services and Schedule of Fees is agreed by CITY and CONSULTANT as being adequate to address the number and types of submittals anticipated for the Project based upon CITY's and CONSULTANT's experience.

6.3. Review construction consultant's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.

6.4. Attend meetings (assume 3) and site visits when necessary as

determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.

6.5. Assist CITY with the review of construction, and other activities, as requested.

6.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required. Limited to 4 visits plus punch-list walk-thru.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

7. TASK 7: RECORD DRAWINGS AND PROJECT CLOSE-OUT

CONSULTANT shall:

7.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the construction consultant (Substantial and Final Completion). Attend the Final Walkthrough to provide input to final “punch list” and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.

7.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the construction consultant, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.

7.3. Provide a complete set of the Record Drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

7.4. CONSULTANT shall provide to the City of Santa Clara, relevant digital

products and related information (e.g. notes, recommendations, photographs, etc.), including land survey records and data (e.g. tridimensional geodetic and/or geographic coordinates).

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

8. TASK 8: OPTIONAL TASKS (REQUIRES CITY AUTHORIZATION)

If deemed necessary during the term of the Agreement, CITY may require CONSULTANT to perform Optional Tasks as part of the Scope of Services to be provided. Optional Tasks shall be authorized by CITY in writing prior to CONSULANT performing the Optional Task. CONSULTANT will only be compensated for the if approved by CITY in writing prior to performing work. Fees for Optional Tasks shall be as set forth in the Schedule of Fees.

8.1. Optional Task: Utility Potholing

If deemed necessary to positively locate existing underground infrastructure based upon review of utility record information in relation to the proposed improvements during the Preliminary Design (35%) or subsequent task, CONSULTANT shall perform vacuum excavation potholing for utility verification. CONSULTANT will ask that the City request USA marking at the intersection in advance of the design team going out and identifying the critical utilities/locations where potholing information would help make final design decisions. The Schedule of Fees included in Attachment B is a budget allowance and assumes Twelve (12) potholes. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work. Utility potholes will be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that CITY will issue a no-fee encroachment permit.

Deliverables:

1. Potholing Data (in pdf format)

8.2. Optional Task: HAWK Recommendation Document

If deemed necessary to provide justification for the installation of HAWK signals at the Lick Mill Boulevard crossings, CONSULTANT shall prepare the HAWK recommendation document. The task shall include collecting the needed traffic and pedestrian data to check the recommended criteria for a HAWK in the CA MUTCD. The task shall also include assessment of available stopping distance. CONSULTANT shall formalize the results of the analysis in a brief technical document that includes all relevant data, figures, and recommendations and allow for up to one (1) round of review and revisions based upon CITY comments.

Deliverables:

1. HAWK Recommendations Document (in word and pdf format)

8.3. Optional Task: HAWK Design

If authorized by CITY, the CONSULTANT shall include the design of HAWKs at the Lick Mill Boulevard Crossings in the PS&E Package in place of RRFBs as described in Task 3.

Deliverables:

1. Replace RRFB design with HAWK Signal Design in construction documents (Task 3).

8.4. Optional Task: Signal Interconnect Conduit Design

If authorized by CITY, the CONSULTANT shall include the plans background information and design required to construct new conduit, pull boxes, and other necessary elements to install new signal interconnect conduit along Monroe Street between Los Padres Boulevard and Scott Boulevard. Plans background information considered necessary includes linework of existing surface improvements based upon as-built drawings, aerial photos, or GIS and existing utility information. The Consultant shall field verify the as-builts and will perform utility-coordination for a new conduit run on the north side of the roadway. If potholing of existing utilities during design required, it shall be considered as included under Optional Task 8.1.

Deliverables:

1. Add signal interconnect conduit design to construction documents (Task 3).

V. ADDITIONAL SERVICES

CITY reserves the right to add, delete, or modify services to be performed by CONSULTANT throughout the course of services under this Agreement based upon CITY's needs. CONSULTANT shall not proceed without any additional services not described under Basic Scope of Services under this Agreement without written authorization.

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

Billing shall be on a monthly basis based on the services performed for each task. CONSULTANT shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced. Further, CONSULTANT shall clearly indicate on the invoice the percentage (%) of fee ratio for work done for the Lick Mill Blvd Pedestrian Beacon Upgrade and the percentage (%) of fee ratio for work done for the Monroe St at Los Padres Blvd Traffic Signal Modification, e.g., 40% for Lick Mill, 60% for Monroe.

The total payment to the CONSULTANT for Basic Services, as stated in Exhibit A, Scope of Services, shall not exceed $124,380. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $12,438. In no event shall the amount billed to City by CONSULTANT for services under this Agreement exceed $136,818 subject to budget appropriations.

II. BASIC SERVICES

The total payment to CONSULTANT for all work necessary for performing all Tasks, as stated in Exhibit A, Scope of Services, shall be in proportion to services rendered and, on a time, and materials not-to-exceed basis.

The CONSULTANT fee allocated to each Task, as shown below, shall be the CONSULTANT's full compensation for all the CONSULTANT services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from Additional Services. The CONSULTANT shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The CONSULTANT shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services. City may reallocate budget to or from Optional Tasks to or from other Tasks or to or from Additional Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Cost Proposal submitted by Advanced Mobility Group on June 07, 2022, and agreed by CITY and CONSULTANT incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified in the Proposal provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

Description		Amount
Task 1	Project Management and Coordination	$4,570
Task 2	Preliminary Engineering (Site Evaluation and Technical Memorandum)	$7,430
Task 3	Preliminary Design (35%)	$31,795
Task 4	Construction Documents (65%, 95%, 100%, and Final Bid Set)	
Subtask 4.1	65% Construction Documents Package	$12,690
Subtask 4.2	95% Construction Documents Package	$8,530
Subtask 4.3	100% Construction Documents Package	$4,585
Subtask 4.4	Final Bid Set Construction Documents Package	$2,410
Task 5	Bid Support Assistance	$3,690
Task 6	Construction Support	$14,060
Task 7	Record Drawing and Project Closeout	$4,200
Task 8	Optional Task (Requires City Authorization)	
Subtask 8.1	Utility Potholing	$15,000
Subtask 8.2	HAWK Recommendation Document	$3,540
Subtask 8.3	HAWK Design	$5,640
Subtask 8.4	Signal Interconnect Conduit Design	$6,240
Total		**$ 124,380**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one hundred twenty-four thousand three hundred and eighty dollars ($124,380), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not be billed by the Consultant or subconsultant under this Agreement. Full compensation for all expenses shall be considered included in the hourly rates.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

(CONTINUE ON NEXT PAGE)

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below and shall be fixed through December 31, 2023. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

After December 31, 2023 rates may be adjusted as described herein. CONSULTANT shall propose any adjusted rates in writing for CITY's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Only one adjustment is allowed per annum.

Consultant Advanced Mobility Group:

Classification	Hourly Rate
Vice President	$ 260.00
Principal	$ 230.00
Project Manager	$ 210.00
Senior Project Engineer	$ 150.00
CAD Technician	$120.00
Engineering Technician	$150.00

Sub-consultant CSG Consultants, Inc:

Classification	Hourly Rate
Project Manager	$225.00
Assistant Project Manager	$150.00

Sub-consultant Quiet River Land Services, Inc.:

$875 per one intersection corner survey.

Advanced Mobility Group will bill subconsultants at actual cost without markups..

Subconsultants to Advanced Mobility Group will bill their subconsultants at actual cost without markups.

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VI. LABOR COMPLIANCE

The services provided under this Agreement include preconstruction activities related to a public works project. Payment of each invoice is predicated upon CONSULTANT's and it's subconsultants' compliance with Exhibit D, Labor Compliance Addendum.

Based upon the Scope of Services for the project, the following work is anticipated, to become performed during the course of services and would be subject to the provisions of Exhibit D, Labor Compliance Addendum:

- Field Surveyor
- Laborer (Utility Potholing)

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant 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 Consultant'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 Consultant; 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 Consultant 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.

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, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 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 Consultant 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 Consultant or any subconsultant 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. 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 Consultant. 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 one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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 Consultant'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 Consultant 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 Consultant'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.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to

limits. Consultant 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. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant 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 Consultant 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 Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (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. Consultant 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.

H. EVIDENCE OF COMPLIANCE

Consultant 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, Consultant 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 Public Works Department
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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant 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 C-06 Professional Service Contract

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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. 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 Addendum 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 Addendum.

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.

22-163 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Software Services Agreement with Power Market Consulting Inc. for OASISLive Subscription Used for California Independent System Operator (CAISO) Congestion Revenue Rights (CRR) Market Participation with Options to Renew for up to Five Additional Years

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
As a participant in the CAISO CRR Market, utilizing the CAISO Open Access Same Time Information System ("OASIS"), the City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), requires specialized software for:

- Developing market participating strategies using historical and forecasted market data,
- Managing large amount of market transactions data for record keeping and analytical purposes, and
- Creating file templates for uploading into the CAISO user interface as SVP participates in monthly and annual CRR markets.

Since 2009, SVP has used the OASISLive analytical and data management support system (Quantrix Modeler) provided by Power Market Consulting, Inc. (PMCI) for the City's participation in the CAISO CRR markets. The OASISLive system:

- Is tailored to meet CAISO's CRR market rules and the City's established business practices;
- Stores large amounts of public market data and proprietary information related to resource schedules, transmission contracts, and valuation analytics;
- Stores historical data over a long period of time;
- Includes capability for ad hoc CRR and energy market analysis so that users may run queries, perform various calculations using the pre-built matrices, and develop their own analytics using the available data; and
- Is available to staff and consultants from off-site locations

DISCUSSION
The OASISLive solution was originally developed to support the City's CRR market participation needs in 2009 and continues to evolve as the CAISO's CRR market rules change. There is a significant amount of City proprietary data and business logic incorporated into the OASISLive system. Therefore, staff does not anticipate changes to this service with the exception of (1) new cloud-based services (Quantrix Enterprise), (2) providing a new short term pricing forecast module in

2022/2023 available both in the existing Quantrix Modeler database and in Quantrix Enterprise and (3) enhanced market intelligence module to enable better tracking of CRR offsets. On this basis, a Sole Source procurement pursuant to Santa Clara purchasing code 2.105.160 was approved by the Purchasing Manager.

In August 2013, the City and PMCI executed a Software Services Agreement. Since then, Software Services Agreement Renewal Notices (Renewal Notice) have been executed annually to extend the term and outline annual subscription fees including rates for other services such as training and consulting. Consulting services include database updates and maintenance, assisting staff with creating new matrices, and transitioning to Software as a Service (Quantrix Enterprise).

Due to several changes in the structure of the service - especially the addition of Software as a Service - staff has negotiated a new Agreement with PMCI which would be effective August 20, 2022.

Staff recommends authorizing the City Manager to execute the Software Services Agreement for the period of August 20, 2022, through August 19, 2026 (Initial Term). In addition, staff recommends authorizing the City Manager to exercise options to extend the Agreement for up to five additional years for a total of nine years. Extensions may be one-year or more years that staff will negotiate at the time that the option is to be exercised.

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)(2) in that the proposed actions are agreements for the purchase of products and services that are continuing maintenance and administrative activities.

FISCAL IMPACT

The maximum compensation for the Initial Term is $1,000,000. PMCI will maintain fixed pricing for that four-year period. Any changes in costs will be associated with changes in the number licenses or subscriptions or use of consulting services.

The total cost if all option years are exercised is estimated not to exceed $3,000,000. Staff’s recommendation includes requests for funding for additional licenses, subscriptions, or additional services resulting from items that are unknown at this time such as market changes, regulatory changes, industry changes, or the known growth in capacity at SVP.

Sufficient funds are available in the FY 2022/23 Operating Budget, in the Electric Utility Operating Fund. Funding for future years will be included in the recommended budget for the corresponding year.

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 <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to Execute a Software Services Agreement (Agreement) with Power Market Consulting Inc. for OASISLive subscription used for CRR and power market participation in an amount not to exceed $1,000,000 for the four-year initial period;
2. Authorize the City Manager to execute amendments to extend the term of the Agreement for up to five additional years with a total maximum compensation not to exceed $3,000,000; and
3. Authorize the City Manager to amend the Agreement to (a) add or delete services, licenses, subscriptions, and equipment; and (b) allow for future rate adjustments, subject to appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Software Services Agreement

Power Market Consulting, Inc.

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (the "Agreement") is made and entered into on this the __ day of _____, 2022 (the "Effective Date") between Power Market Consulting, Inc., a California corporation having its principal place of business at 300 Spectrum Center Drive, Suite 400, Irvine, CA 92618 ("Licensor") and City of Santa Clara dba Silicon Valley Power, a chartered California municipal corporation, having its principal place of business at 1500 Warburton Avenue, Santa Clara, CA 95050 ("Licensee" or "City"). Either party may be referred to individually as the "Party" or collectively as "the Parties."

WHEREAS:

Licensor offers a business intelligence service called OASISLive™, which is designed to improve data management and decision-making capabilities of entities that buy and sell wholesale power in California;

The OASISLive service offering contains two components: (1) a model file to be installed on an individual workstation and (2) a hosted service, which enables Licensee to have access to the OASISLive Database defined below using Quantrix Modeler and/or Quantrix Enterprise applications;

Licensee seeks to obtain a nonexclusive license for the use of the model file and a subscription-based license to access the OASISLive Database; and

The Parties have agreed to the following terms and conditions:

I. Definitions.

The terms used in this Agreement have the following meanings:

a. "Annual Contract Term" shall be defined as the period of August 20 of a year in the Term to August 19 of the following year of the Term.

b. "Annual Subscription Fees" shall be defined as the fee for the Annual Site License for the OASISLive Database, plus the fees for the Annual OASISLive Subscription fee (based on the # of users). Annual Subscription Fees are detailed in Exhibit A (including its components Annual Site License for the OASISLive Database and Annual OASISLive Subscription Fees), attached and incorporated by reference.

c. "Annual Third-Party Software License Fee" shall be those fees set forth in Exhibit A associated with the use of Third-Party Licensed Product.

d. "Authorized Users" shall be defined as Licensee and its employees, agents, and any consultants, who are pre-approved by Licensor at its sole discretion to be Authorized Users.

e. "Business Day" shall be defined as Monday through Friday, excluding holidays recognized by Licensor, during the hours of 8 a.m. to 5 p.m. PST or PDT, as applicable. Licensor recognizes the holidays which are recognized and observed by the Western Electric Coordination Council ("WECC").

f. "Confidential Information" shall be defined as all of the proprietary, non-public information of Licensor disclosed pursuant to or in furtherance of this Agreement, including but not limited to all Licensor Technical Information as defined herein and all information related to Licensor's business practices. All Confidential Information shall be clearly identified or marked "Confidential."

g. "Copyright" shall be defined as any rights owned by Licensor under U.S. Copyright Law in the Licensed Product and the OASISLive Database.

h. "Documentation" shall be defined as user guides, manuals, and any other materials

distributed by Licensor to Licensee, which relate to the OASISLive service offering.

i. "Licensed Products" shall be defined as a collective reference to both the PMCI Licensed Product and the Third-Party Licensed Product.

j. "Licensee Technical Information" shall be defined as any content, analysis, or other proprietary or non-public information, know-how, or trade secrets, which Licensee adds to the PMCI Licensed Product.

k. "Licensor Technical Information" shall be defined as all of the proprietary or non-public information, know-how, trade secrets, calculations, and algorithms, which are embodied in the PMCI Licensed Product and the OASISLive Database.

l. "OASISLive Database" shall be defined as the database hosted by Licensor on an off-site server, which receives, synchronizes, derives, organizes, and provides data on wholesale electric power transactions and related data from various sources including but not limited to the California Independent System Operator ("CAISO") Open Access Same Time Information System ("OASIS"). OASISLive users may run queries, perform various calculations using the pre-built matrices, and develop their own analytics using the available data.

m. "PMCI Licensed Product" shall be defined as the Licensor's OASISLive Database, and its constituent modules, the model file created from OASISLive Database, along with any Licensor Technical Information as defined herein, which is created as of the Effective Date or during the Term of this Agreement.

n. "Services" shall be defined as the subscription-based license, hosting, and maintenance of the OASISLive Database.

o. "Subscription Start Date" shall be defined as the beginning date for each Annual Contract Term.

p. "Term" shall mean the Initial Term, plus any Renewal Period(s) as defined in Section VII of this Agreement.

q. "Termination for Cause" shall be defined as the termination of this Agreement during the Term by one Party where the other Party is in material breach of this Agreement, which breach is incapable of being cured, or if capable of being cured, has not been cured after 30 days' written notice.

r. "Termination for Convenience" shall be defined as the termination of this Agreement during the Term by one Party in the absence of a material breach of this Agreement by the other.

s. "Third-Party Licensed Product" shall be defined as third-party product offerings that are subject to license or sublicense other than PMCI Licensed Product. This includes Quantrix Modeler and Quantrix Enterprise applications, LCG Consulting's LMP forecast data, and other third-party products that may become available during the term of the Agreement.

II. Subscription to OASISLive Database.

a. **Ownership of the OASISLive Database.** Licensor owns all right, title, and interest in the copyrightable elements of the OASISLive Database, including but not limited to the unique arrangement and compilation of the data, as well as to the Licensor Technical Information and the Documentation. The code in the database software is distributed and used by Licensor pursuant to the Mozilla Public License, Version 1.1.

b. **Subscription by Modules.** OASISLive is organized into independent modules. Licensee must subscribe to the Base Module, and then may elect to subscribe to any or all of the other modules at its option at any time. Licensor's current module offerings as of the Effective Date are listed in Exhibit A, attached hereto and incorporated by reference.

i. In the event that Licensee elects to subscribe to an additional module or increase

the number of subscriptions or licenses during an Annual Contract Term, the license fee for that license or subscription shall be prorated for the remainder of that Annual Contract Term based on 365 days.

ii. The City may only reduce licenses or subscriptions by providing notice before the beginning of each Annual Contract Term. Reduction of licenses or subscriptions shall not be prorated.

c. **End User License.**

i. **License Grant.** For each subscription purchased, Licensor grants to Licensee a non-exclusive license solely for its internal business purposes for the Term and any Renewal Periods (i) to use and display the modules selected of the OASISLive Database by an Authorized User on a single shared workstation using Quantrix Modeler; (ii) to use and display the modules selected of the OASISLive Database at unlimited workstations by Authorized Users using Quantrix Enterprise (iii) to share data or analysis derived from the OASISLive Database with Authorized Users; and (iv) to permit Authorized Users to use the Documentation. Licensee's rights to the OASISLive Database shall be limited to those expressly granted in this Agreement. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement.

ii. **Restrictions.** Licensee shall not provide access to the OASISLive Database to any third-party who is not an Authorized User. Licensee shall not attempt to access or actually access the OASISLive Database through any other model file or software other than the Third-Party Licensed Product and shall not copy or distribute any Documentation to any third-party, who is not an Authorized User.

d. **Third-Party Data.** Licensee may be required to obtain a separate license from a third-party to access third-party data.

e. **Prohibited Uses of the Hosted Service.** OASISLive may be used only for lawful purposes and shall only be used by Authorized Users. Licensor specifically prohibits any other use of the hosted service, including but not limited to the following: (a) taking any action that disrupts, tampers with, interferes or imposes an unreasonable burden on OASISLive or the server on which OASISLive is hosted, including but not limited to the bulk download of data; (b) obtaining data from OASISLive in order to resell it; (c) impersonating an Authorized User in order to obtain unauthorized access to OASISLive; (d) using a model file or software other than the Licensed Products to access OASISLive; (e) allowing access to someone other than an Authorized User to OASISLive; (f) using or attempting to use any engine, software tool, agent, or other device or mechanism (including without limitation spiders, robots, or other intelligent agents) to navigate, search, access, monitor, or copy OASISLive; (g) attempting to upload to OASISLive any files, computer code, viruses, or programs designed to interrupt, destroy, or limit functionality of OASISLive or of any computer software, hardware, or communications equipment; (h) deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up part of OASISLive; (i) aggregating, copying, or duplicating in any manner any of the copyrightable elements of OASISLive; (j) using any means of automatically searching or mining data from OASISLive or in any way attempting to interfere with the proper functioning of OASISLive; (k) collecting or storing personal information about any other user of OASISLive; (l) intentionally or unintentionally violating any applicable local, state, national, or international law; (m) providing material support or resources to any terrorist organization; or (n) "framing," "mirroring," or otherwise incorporating any part of OASISLive into any other website without prior written permission. Licensor reserves the right to suspend or terminate Authorized Users or even Licensees who do not appropriately use OASISLive. In the event Licensee becomes aware of an inappropriate use of OASISLive (i.e., use in contravention of this Section III(e), Licensee is obligated to promptly notify Licensor of the problem.

f. **Maintenance.** Licensor reserves the right to take OASISLive off-line from time to time for maintenance purposes. Currently, Licensor performs daily maintenance for a brief period each morning and performs more significant maintenance tasks on a monthly and/or quarterly basis. Licensor agrees to notify Licensee reasonably in advance of any scheduled monthly or quarterly maintenance.

g. **Incident Reporting and Obligations.** Licensee shall promptly report all errors, bugs, and other incidents to Licensor and provide as much information about the issue as possible. Incident reports should be submitted to Licensor at support@pmci-usa.com.

h. **Service Level Response Goals.** Licensee's subscription includes OASISLive technical support. Licensor will make commercially reasonable efforts to promptly resolve all OASISLive technical support issues. Technical support issues will be addressed during Licensor's regular Business Days.

III. Rights in Third-Party Licensed Product.

a. **Grant of License.** For each subscription purchased, Licensor grants to Licensee a non-exclusive license solely for its internal business purposes (i) to use and install the Third-Party Licensed Product on a single workstation; (ii) to allow access to Quantrix Enterprise interface to OASISLive database for Authorized Users; (iii) to allow a single connection, including remote desktop connection capability, to the OASISLive Database; (iv) to make a single back-up copy of the Third-Party Licensed Product for archival and contingency purposes only; and (v) to add Licensee-specific content, analysis, and other Licensee Technical Information to the Third-Party Licensed Product. Licensee's rights in the Third-Party Licensed Product shall be limited to those expressly granted by such third-party licensor. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement.

b. **Restrictions.** Licensee shall not distribute, share, rent, resell, lease, sublicense or otherwise disclose or transfer the Third-Party Licensed Product to any third-party. The Third-Party Licensed Product allows Authorized Users to access content that contains the trade secrets of Licensor and in order to protect such trade secrets and other interest that Licensor may have in the Third-Party Licensed Product, Licensee agrees not to reverse engineer, decompile, translate, or disassemble the Third-Party Licensed Product in whole or in part, nor to permit any third-party to do so.

c. **Ownership.** Licensee acknowledges that no title to the intellectual property in the Third-Party Licensed Product is transferred to Licensee under this Agreement. Licensee further acknowledges that title and full ownership rights to the content of the Third-Party Licensed Product and all of Licensor's intellectual property rights therein will remain the exclusive property of Licensor. Licensee agrees not to remove any trademark, copyright, or other proprietary notes on or in any portion of the content of the Third-Party Licensed Product as delivered, and to reproduce all such notices on and in all authorized copies.

IV. Additional Services.

Licensor is available to provide consulting services to Licensee for an additional fee upon request for additional services described in Exhibit B ("Additional Services"). Exhibit B attached hereto and incorporated by reference sets forth the terms, descriptions, and rates for any such Additional Services.

V. Customizations.

Licensor is available to make customizations to the Licensed Products for an additional fee upon request. Licensee will own all right, title, and interest in any intellectual property arising from such customizations made to the Licensed Products. Where such customizations are performed by Licensor consultants, the terms and rates in Exhibit B shall apply. If such customization includes services not included in the Consulting Services Rates, such costs shall be authorized using the

process in Exhibit B.

VI. Billing and Payment.

a. **Maximum Compensation.** Unless an Amendment to this Agreement is executed between the Parties, the maximum amount of compensation to be paid to Licensor during the Initial Term of this Agreement shall not exceed One Million Dollars ($1,000,000). This maximum compensation includes all items associated with this Agreement including: Annual Subscription Fees, Annual Third-Party Software License Fee, Additional Services, Reimbursable Expenses, as well as Taxes, Fees, or other costs associated with this Agreement. Compensation shall be calculated in accordance with Exhibits A and B.

b. **Annual Subscription Fees and Annual Third-Party Software License Fee.** Annual Subscription Fees and Annual Third-Party Software License Fee are those annual fees specified in Exhibit A.

i. Annually, at least sixty (60) days before the next Annual Contract Term begins, Licensor shall submit a quote or initial annual task order to Licensee including Annual Subscription Fees and Annual Third-Party Software License Fee consistent with this Agreement and also reflecting the estimated number of licenses and subscriptions requested by Licensee for the next Annual Contract Term. Such quote may include any third-party licensing fees subject to the provisions of Exhibit B. For avoidance of doubt, the rates and fees in Exhibit A and B shall not be adjusted during the Initial Term.

ii. Licensee shall either accept that quote/task order or request modifications within thirty (30) days after receipt.

iii. Upon receipt of approval of a quote/task order including Annual Subscription Fees, Annual Third-Party Software License Fee and the specified number of licenses and subscriptions requested by the Licensee; Licensor shall invoice and Licensee shall make payment according to the terms of this Section VI.

iv. In the event of early Termination for Convenience by Licensee, Annual Subscription Fees and Annual Third-Party Software License Fee are non-refundable.

v. Licensor agrees that the Annual Subscription Fees and Annual Third-Party Software License Fee are fixed for the Initial Term of this Agreement. Licensor reserves the right to change the Annual Subscription Fees and Annual Third-Party Software License Fee for each Renewal Period upon at least sixty (60) days prior written notice prior to the expiration of the Initial Term or any Renewal Period.

vi. Notwithstanding the foregoing and during any Renewal Period, Licensor intends to set service fee prices for the next calendar year prior to end of the preceding calendar year, and upon request, may make pricing information available to Licensee when the new pricing is set, even though such prices would not become effective for Licensee until the next Renewal Period.

c. **Additional Services.**

i. When Additional Services are requested by Licensee according to the process outlined in Section II of Exhibit B, Licensor will invoice Licensee for such approved Additional Services within 30 days of the end of the month during which services were provided.

ii. All invoices for Additional Services shall include sufficient detail for the Licensee to verity that work was performed according to the rates in Exhibit B (“Consulting Services Rates”).

iii. Licensor agrees that the Consulting Service Rates are fixed for the Initial Term of this Agreement. Licensor reserves the right to change the Consulting Service

Rates for each Renewal Period upon at least sixty (60) days prior written notice prior to the expiration of the Initial Term or any Renewal Period.

d. **Invoicing and Payments:**

i. Licensor will invoice City on an annual or monthly basis on an invoice and in a format approved by City and subject to verification and approval by City.

ii. Where applicable, invoices shall include itemization of any authorized expenses incurred with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement.

iii. Invoices shall include the amount paid to date and remaining Agreement amount.

iv. If Licensee disputes an expense in an invoice, Licensee may deduct the disputed expense from the payment of that invoice, provided that City submits to Licensor a written explanation of why the expense is being disputed.

v. If there are no discrepancies or deficiencies in the submitted invoice and, City shall process the invoice for payment.

vi. Licensor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

VII. Term and Termination.

a. **Initial Term.** This Agreement shall commence as of the Effective Date and expire four (4) years following the Effective Date, unless earlier terminated (the "Initial Term").

b. **Renewal Period.** This Agreement may be renewed for up to five (5) years and such extensions may be in one-year periods or multiple years as may be mutually agreed between the parties ("Renewal Period"). The parties shall execute an Amendment to this Agreement to exercise renewal period(s).

c. **Termination.**

i. This Agreement may be Terminated for Cause by either Party upon thirty (30) days' prior written notice, where the other Party is in material breach of this Agreement, and such breach is incapable of being cured, or such breach is capable of being cured, but has not been cured within such notice period.

ii. This Agreement may be Terminated for Convenience by either Party upon thirty (30) days' prior written notice.

d. **Effect of Expiration or Termination.** Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Upon expiration or termination, Licensee shall be responsible for paying Licensor all outstanding fees and expenses incurred during the Term of this Agreement.

VIII. Confidential Information.

Except as expressly provided herein, for the Term of this Agreement and for a period of five (5) years thereafter, Licensor and Licensee shall keep completely confidential and shall not publish or otherwise disclose for any reason the Confidential Information furnished pursuant to this Agreement. The foregoing notwithstanding, the obligations contained herein restricting the disclosure and use of Confidential Information shall continue to apply to any Confidential Information for so long as such Confidential Information remains protectable or legally enforceable under any other agreement or law, including applicable copyright, trade secret and patent laws. Each Party shall disclose Confidential Information only to those employees and consultants with a need

to know, and then only to the extent that such disclosure is necessary to accomplishing the purposes of this Agreement.

IX. Warranties.

a. **Limited Warranty.** Licensor warrants that all Services provided under this Agreement will be performed in a professional, workmanlike manner in accordance with generally accepted industry standards. In addition, Licensor warrants that the PMCI Licensed Product will be free from physical defects.

b. **Licensee's Remedies.** Upon receipt by Licensor of Licensee's written notice of any breach of the Limited Warranty set forth above, Licensor's entire liability and Licensee's sole and exclusive remedy shall be to use reasonable commercial measures at Licensor's expense to (i) in the case of a physical defect in the PMCI Licensed Products correct the physical defect, replace the PMCI Licensed Product, or provide a work-around, and (ii) in the case of the unsatisfactory performance or delivery of the Services, re-perform or correct the performance or delivery of the Services so that it meets the standards set forth in the Limited Warranty defined above.

c. **Disclaimer of Other Warranties.** THE LICENSED PRODUCTS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE LICENSED PRODUCTS AND THE SERVICES, AND THE RELIANCE ON ANY DATA CONTAINED THEREIN, ARE AT LICENSEE'S OWN RISK. LICENSOR CAN MAKE NO WARRANTY THAT USE OF THE LICENSED PRODUCTS OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, BUG-FREE, ERROR-FREE, VIRUS-FREE, FREE OF DEFECTS, FREE OF TECHNICAL PROBLEMS, THAT THEY WILL MEET ALL OF LICENSEE'S NEEDS, NOR THAT THE DATA OR CALCULATIONS WILL BE UP-TO-DATE, ACCURATE, COMPLETE, OR OF ANY PARTICULAR QUALITY. LICENSOR, HOWEVER, WILL USE REASONABLE CARE TO PROVIDE UNINTERRUPTED, BUG-FREE, ERROR-FREE, ACCURATE AND COMPLETE SERVICES. WITH THE EXCEPTION OF THE LIMITED WARRANTY STATED IN SECTION IX (a) ABOVE. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE LICENSED PRODUCTS, THE SERVICES, AND THE DATA, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT ALL ERRORS, BUGS, OR DEFECTS CAN OR WILL BE CORRECTED OR THAT THE LICENSED PRODUCTS OR SERVICES WILL OPERATE BUG-FREE, ERROR-FREE, CONTINUOUSLY, OR UNINTERRUPTED.

X. Consequential Damages; Limitation of Liability.

a. **No Liability for Consequential Damages.** IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF PROCUREMENT OR REPLACEMENT GOODS AND SERVICES, COVER, OR RELIANCE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE, PERFORMANCE, OR INTERRUPTION OF THE LICENSED PRODUCTS, THE SERVICES, OR ANY DATA ACCESSED THROUGH THE LICENSED PRODUCTS AND THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE

PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL DAMAGES; THIS SECTION APPLIES ONLY TO THE EXTENT AVAILABLE BY APPLICABLE LAW.

b. **Limitation of Liability.** Licensor's total cumulative liability to Licensee from all causes of action and under all theories of liability will be limited to and will not exceed the total amount of fees incurred by Licensee for the twelve (12) month period immediately preceding any claim giving rise to the liability. This limitation shall apply notwithstanding the failure of the essential purpose of any remedy hereunder. Notwithstanding the foregoing, this limitation shall not apply to death, or bodily injury.

XI. Hold Harmless/Indemnification.

a. To the extent permitted by law, Licensor agrees to protect, defend, hold harmless and indemnify Licensee, 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 reasonable attorney's fees (collectively, "Claim(s)") in providing a defense to any Claim arising therefrom, for which Licensee shall become liable arising from (i) Licensor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Licensor pursuant to this Agreement, or (ii) a third-party Claim alleging that Licensee's use of the PMCI Licensed Product constitutes an infringement of a United States patent, copyright, or trade secret. In the event Licensee seeks indemnification, Licensee shall (i) notify Licensor promptly in writing of the Claim; (ii) provide reasonable assistance in connection with the defense and/or settlement thereof, at the expense of Licensor; and (iii) permit Licensor to control the defense and/or settlement of the Claim. Licensee shall have the right to participate in the defense and/or settlement of any Claim, suit, or proceeding, with counsel of its own choosing and at its own expense.

b. To the extent permitted by law, Licensee agrees to protect, defend, hold harmless and indemnify Licensor, its directors, officers, employees, independent contractors 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 Licensor shall become liable arising from Licensee's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement. In the event Licensor seeks indemnification, Licensor shall (i) notify Licensee promptly in writing of the claim; (ii) provide reasonable assistance in connection with the defense and/or settlement thereof, at the expense of Licensee; and (iii) permit Licensee to control the defense and/or settlement of the claim. Licensor shall have the right to participate in the defense and/or settlement of any claim, suit, or proceeding, with counsel of its own choosing and at its own expense.

XII. General.

a. **Entire Understanding.** This Agreement, along with the exhibits attached hereto, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for.

b. **Export Control.** Licensee may not use or otherwise export or re-export the Licensed Products except as authorized by United States law and the laws of the jurisdiction in which the Licensed Products was/were obtained. In particular, but without limitation, the Licensed Products may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated

Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Products and the Services, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that it will not use the Licensed Products or the Services for any purposes prohibited by United States law.

c. **Governing Law.** 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.

d. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.

e. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and signed by both Parties.

f. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that, however, Licensee shall not assign this Agreement or any other duty, obligation, or right arising hereunder without the prior written approval of Licensor. Notwithstanding the foregoing, Licensee may transfer this Agreement to a successor government entity, and Licensor may transfer this Agreement to a successor in the event of a merger or purchase of all of Licensor's assets or all or substantially all of the assets pertaining to a division or a group of Licensor, but such transfer may only occur if the assignee in each case agrees to be bound by each of the terms of this Agreement.

g. **Force Majeure.** Except with respect to obligations to pay compensation when due, if either Party is delayed or prevented from fulfilling any of its obligations under this Agreement by reason of any cause beyond its reasonable control, including but not limited to Acts of God, fire, strike, flood, riot, war, pandemic, earthquake, delay of transportation, or inability to obtain necessary materials through normal commercial channels, then that Party shall not be liable under this Agreement for damages as a result of such delay or failure.

h. **Notices.** All legal notices provided in connection with this Agreement will be in writing and will be delivered by (i) certified or registered mail, postage prepaid and return receipt requested, or in the alternative, regular mail or (ii) courier, and will be deemed effective upon receipt by the principal or CEO at the address set forth above, or at such other address that the Parties may designate by written notice to each other.

i. **Survival.** Obligations, which by their nature survive, shall survive any expiration or termination of this Agreement. Without limiting the generality of the foregoing, the following provisions shall survive any expiration or termination of this Agreement: Articles I through III, VI, VIII, X through XII, and Sections VIId and IXc.

j. Insurance. Licensor shall provide insurance in accordance with the requirements of Exhibit C. Any references to Contractor within that exhibit refer to Licensor.

k. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.

l. **Irreparable Harm.** Licensee acknowledges that any breach of Section VIII to this Agreement may cause irreparable harm to Licensor. Licensee therefore agrees that Licensor shall be entitled to injunctive relief in the event of such breach.

m. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Acceptance of this Agreement may be evidenced by facsimile or electronic

transmission.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

City Attorney

City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"LICENSEE"

POWER MARKET CONSULTING, INC.
a California corporation

By: _____
(Signature of Person executing the Agreement on behalf of Licensor)

Name: _____

Title: _____

Local Address: 300 Spectrum Center Drive, Suite 400

Irvine, CA 92618

Telephone (714) 635-7650

Fax: (714) 494-8001

"LICENSOR"

Exhibit A

List of Available Modules and Associated Fees

Effective August 20, 2022

I. OASISLive modules available for subscription:

a. **Base Module.** This module provides all market clearing prices and derived prices from the CAISO OASIS data, except for the Congestion Revenue Rights ("CRR") market clearing prices.

b. **CRR Module.** This module provides CRR market clearing prices and quantities from the CAISO OASIS system**.**

c. **Market Intelligence Module.** This module provides all transmission, system demand, energy, and ancillary data from the CAISO OASIS system and CRR Offsets from the CAISO Market and Results Interface (CMRI").

d. **LMP Forecast Module.** This module provides third-party CAISO Day-Ahead Market (DAM) locational marginal price ("LMP") forecasts at monthly and seasonal time-of-use basis to correspond with CRR products**.**

e. **Short-Term DAM LMP Forecast Module.** This module provides the hourly CAISO DAM LMP forecasts for all market resources on daily-basis 1 to 5 trade dates prior to the operating day**.**

II. Annual Subscription Fees (Annual Site License Fee for OASISLive Database and OASISLive Subscription Fees):

a. OASISLive Database Site Licenses shall be provided for each module at the annual rates in Table A-1.

Table A – 1 Site License Fees

Modules	**Annual Site License Fee for OASISLive Database**	
Base	$	31,988
CRR	$	34,709
LMP Forecast	$	39,678
Market Intelligence	$	25,593
All 4 modules except Short-Term LMP Forecast	$	131,968
20% Discount	($	26,394)
All 4 modules with 20% Discount	$	105,574
Short-Term LMP Forecast	$	26,481

b. OASISLive Database Subscriptions shall be provided at the rates in Table A-2 and are invoiced annually per user.

Table A – 2 – Subscription Fees

Modules	Annual OASISLive Subscription Fee (Per User)
Base	$ 1,293
CRR	$ 1,616
LMP Forecast	$ 1,616
Market Intelligence	$ 1,616
Short-Term DAM LMP Forecast	$ 2,207

III. Annual Third-Party Software License Fee:

Annual Quantrix software licenses shall be provided at the rates in Table A – 3 and are invoiced annually per installation for Quantrix Modeler and per Quantrix Enterprise user for Quantrix Enterprise.

Table A – 3 – Annual Third-Party Software License Fee

Software Name	Annual Fee
Quantrix Modeler	$2,640 per Installation
Quantrix Enterprise	$3,233 per User

Exhibit B

Additional Services

I. Additional Services

Upon request of the Licensee and subject to the work authorization process in this Exhibit B, Licensor may be requested to perform additional services such as, but not limited to consulting, training, and customization.

II. Project Quotes and Authorization of Work

a. When Additional Services are required by Licensee other than work to support Licensee's day-to-day CRR business processes, Licensee shall request a quote or task order from Licensor for such services.

b. Licensor shall submit a quote or task order for the required services in advance of commencing work. Licensor's quote or task order shall include the following details:

   i. Specific service(s) to be performed including any assumptions used to determine quote or task order;

   ii. Project schedule (if requested by Licensee);

   iii. Estimated maximum cost for the requested services including consulting fees, travel, and any other anticipated expenses. Costs not included in the quote or task order are assumed to be included in the hourly rate.

   iv. For Training Services, a training plan or agenda

c. Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

d. All submitted pricing shall be in accordance with the rates authorized in this Agreement.

e. If accepted by Licensee, Licensee shall authorize work in writing (e-mail acceptable). Licensor shall not commence work unless Licensor has received such authorization.

f. Licensee's written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

g. Changes to quotes or task orders for Additional Services

   i. Licensor shall notify Licensee immediately when a situation occurs that may result in a change to the quoted project cost.

   ii. Licensor shall submit an updated quote or task order and provide reason for the change specific to each work authorization.

   iii. Licensor shall not continue work until Licensee approves the change in writing (e-mail acceptable).

h. Licensor shall not initiate any project assignment that (1) will result in total costs exceeding the maximum compensation in Section VI.a. or (2) is anticipated to extend past the Term of this Agreement.

i. Licensee shall not be required to pay a deposit or any other form of pre-payment prior to the Licensor beginning work on Additional Services.

III. Consulting Services Rates

Consulting Services shall be provided at the following rates:

Role	Hourly Rate
Modeler	$318
Manager	$302
Consultant	$280
Analyst/Developer	$237

IV. REIMBURSABLE EXPENSES

a. No reimbursable expenses shall be paid or incurred by Licensee without Licensee's prior written approval.

b. Licensor Requested Expenses. Outside services such as, but not limited to third-party licenses not already listed in Exhibit A, subcontractor services, outside reprographic services, materials and equipment, will be invoiced at cost.

c. Expenses shall be reimbursable only to the extent that Licensor submits sufficient documentation to Licensee that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

d. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

   i. 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

   ii. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

   iii. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

e. An estimate for any anticipated reimbursable expenses shall be included in Licensor's response to any request by City for Additional Services.

f. Licensor shall provide supporting documentation such as invoices or receipts for all Reimbursable Expenses.

Exhibit C

Insurance Coverage Requirement

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, 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 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 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. 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. 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 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.

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.

F. 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.

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 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
Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096

or

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 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.

22-816 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with TT FASTER LLC, dba FASTER Asset Solutions, for a Fleet Management Information System

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Department of Public Works' Fleet Management Division (Fleet Division) manages the City's fleet of approximately 800 vehicle and equipment assets with a combined value of more than $50 million. Since 1992, the Fleet Division has been using a Fleet Management Information System (FMIS) from TT FASTER LLC, dba FASTER Asset Solutions (FASTER), to track and manage maintenance, repair, replacement, licensing, warranty, fuel consumption, parts, labor, billing, budget, and other activities associated with maintaining the City's fleet.

The current on premise, Windows based version of the FMIS that the City is using is being sunset by the vendor, so additional software support and development will no longer be available. The proposed web-based version is hosted by the vendor keeping our environment up to date with current releases and is consistent with the Information Technology Department's movement toward cloud-based programs.

DISCUSSION
Staff has relied on City Code Section 2.105.290(b)(3) to acquire goods or services directly from vendors on terms obtained through a formal bidding process conducted by another public agency, also referred to as "piggybacking." Based on past best practices related to the appropriate use of piggyback contracts and interpretation of this section, staff is recommending entering into a new agreement with FASTER pursuant to the Request for Proposals (RFP) process conducted by the County of Riverside, CA, in which FASTER was selected for award in 2019.

The proposed agreement with FASTER will provide the Fleet Division access to the latest version of the FASTER FMIS. The new version will be hosted in the cloud, enabling far greater access to asset information via mobile technology, and have an enhanced dashboard with key performance indicators. The initial term of the proposed agreement is five years ending in August 2027. The maximum compensation during the initial term is $149,194, as summarized in the table below.

Description	Amount
Year 1 - Includes software licenses for 800 assets ($55,764); professional services for data migration and training ($31,950); and software support & maintenance ($12,296*)	$100,010
Year 2 - Annual Software Support & Maintenance	$12,296
Year 3 - Annual Software Support & Maintenance	$12,296
Year 4 - Annual Software Support & Maintenance	$12,296
Year 5 - Annual Software Support & Maintenance	$12,296
Maximum Compensation (5 years)	$149,194

*Any remaining months on the existing support agreement will be deducted from this fee.

Pricing shall remain fixed for the initial five-year term of the agreement. Thereafter, the vendor may request price adjustments, not to exceed 3 percent over the previous year's rates.

The City is not currently utilizing modules in FASTER such as mapping, locating, run time and other asset management functions but may choose to add those in the future. The additional modules are available for an initial set-up cost of approximately $7,000 to $10,000 and annual support/maintenance costs from $1,000 to $2,000 per module. In order to allow flexibility to add these features, staff is also requesting authorization to execute amendments up to $50,000 to purchase and implement modules during the initial term.

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.

FISCAL IMPACT

The compensation paid to FASTER over the initial five-year term of the agreement shall not exceed $149,194. As approved by the City Council on June 21, 2022, funding of $100,000 was carried over from FY 2021/22 to FY 2022/23 in the Fleet Operations Fund. This carryover was for the one-time fee for Year 1 of this agreement. Ongoing software support and maintenance will be incorporated in the annual budget process, subject to appropriation.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute an agreement with TT FASTER LLC, doing business as FASTER Asset Solutions, for a vendor-hosted fleet management information system, with an initial term of five years starting on or around September 1, 2022 and ending on or around August 31, 2027, with maximum compensation not-to-exceed $149,194;
2. Authorize the City Manager to execute amendments for any additional system modules not-to-exceed $50,000 and subject to the appropriation of funds; and
3. Authorize the City Manager to renew the agreement at the end of the five-year term for ongoing maintenance and support as long as the system is being used by the City and subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement with TT FASTER LLC, dba FASTER Asset Solutions

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the "City of Santa Clara, California, a chartered California municipal corporation", hereinafter referred to as "Customer," agree to the following terms and conditions as detailed in the attached schedules (collectively, the "Agreement"). More specifically, Schedule A includes a detailed Statement of Work ("SOW"), associated pricing and payment terms.

1. Project Scope – Commercial-Off-The-Shelf and Custom Deliverables:

a. Definition of a Commercial-Off-The-Shelf (COTS) System:

This Agreement may have custom work product, which is distinct and separate from the COTS software. Custom work, if any, will be listed in Schedule A. There are also several COTS software products that are licensed separately (*FASTER* Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in Schedule A, no license rights are conveyed. As *FASTER* Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). As such, this Agreement takes precedent over any other agreement between *FASTER* and Customer.

The *COTS* software undergoes its own development cycle separately and distinctly from the implementation process. This means that no requirements gathering; requirements and design approval, gap analysis, testing and development work is done on *FASTER* COTS Software in conjunction with this Agreement. However, custom development and testing will be done in conjunction with the custom work noted in Schedule A.

Whatever COTS software, custom work and converted data are listed in Schedule A as work product, will be deployed together to form a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule A. The Soft Go-Live instance is tested in the *FASTER data center* and then deployed to the Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important part of the *FASTER* COTS implementation process. Any deviation from this may lead to additional cost. This process also reduces Customer IT expenses.

While custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that *FASTER* will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. *FASTER* does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

b. Integrations & Business Intelligence Work Approvals & Testing:

This work represents integrations and business intelligence for which the Customer has

provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

If the Customer has opted in the SOW to use an existing document or file (such as an existing report) as a template for the work to be done, in order to avoid the cost and time involved in the creation of written requirements, there will not be a requirement approval process outside of what is documented in the SOW.

Or if the SOW calls for requirements to be documented during the implementation: After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

Documents to be provided by Customer:

- In the case of a Custom Report, a mockup in Excel or similar table.
- In the case of an Integration, a Data Flow Map which will show the data the Customer wants to import and/or export.
- A written summary of:
    - Execution of the integration: How should the integration be executed? For example, would it need to be run manually or scheduled to run automatically.
    - User Interface: Will a user interface be needed? If so, what are the key elements needed in the user interface?
    - Error Handling: How should errors be logged? Are there any specific errors or failures that could occur that would need the integration to notify the Customer about?
    - Special Considerations: Are there any additional business rules or special considerations that the Customer could not show in the data map that the integration needs to meet?

After receipt of the above, *FASTER* will create a Requirements Document for the Customer's approval. Once the Customer approves the Requirements, *FASTER* will begin and complete development and testing. And then the custom work product will be delivered with the COTS components in the form of the Soft Go-Live noted above.

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the Customer's expense.

c. COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the implementation of the COTS software

components will not require the Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any of the 50,000+ test cases which *FASTER* has already performed during its normal COTS release cycle free of charge to use at the Customer's expense.

d. Data Conversion Testing:

If noted in Schedule A, *FASTER* will perform data conversion services: If data conversion services are provided, *FASTER* will perform data validation testing that validates the accuracy of the data *FASTER* loads into the Customer's *FASTER* Web database against the data provided by the Customer and confirms the Customer's data in the *FASTER* Web database meets the business rules of *FASTER*. Once *FASTER* has completed data validation testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases *FASTER* performed. *FASTER* will provide data validation test cases for the Customer to use free of charge. All Customer data testing will be performed by the Customer at the Customer's expense. Any data defects the Customer finds and reports during its implementation testing that is found to be the result of *FASTER's* work will be corrected by *FASTER*.

2. Change Requests

a. COTS Add-ons: Change Requests to add COTS add-on components can be done any time up to the time of the installation of the COTS components included in the SOW or after the Go-Live and there will only be the added costs which relate to adding those components and any added implementation tasks, such as training.

b. Change Requests for Custom Work: The Customer may make a change request(s) for custom work at any time in writing and submit to *FASTER*'s Implementation Project Manager. *FASTER* will provide the Customer with a written estimate of added costs and/or time delay resulting from the change request(s). It is understood by the parties that change requests that occur after the Customer has approved the Requirements Document may lead to higher cost and time delay due to the fact that *FASTER* may need to re-write the Requirements Document, re-do the approval process, re-work code or re-test. The Customer will review and modify if needed *FASTER*'s written response to change request(s) and notify *FASTER* in writing whether it wants to proceed with the change request(s).

3. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar

document or proceeding, is to be made in order to exempt the sale from sales or use tax liability, the Customer will obtain and pursue such certificate, document or proceeding.

4. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are protected by civil and criminal law, and by the law of copyright, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the confidential property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*; and any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

i. Competitive Uses: Customer agrees that while this Agreement is in effect or while it has custody or possession of any property of *FASTER*, it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that while this Agreement is in effect, or while it has custody or possession of any property of *FASTER*, it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER*.

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement or otherwise, (whether oral, written, tangible, or intangible). Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

ii. Demonstrations. Due to the proprietary nature of *FASTER*'s Fleet Management System, Customer agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

The Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation or law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Remedies

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

The Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which the Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf the Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes.

5. Right of Customer to Inspect Records of FASTER

a. Customer, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of FASTER for the purpose of verifying any and all charges made by FASTER in connection with FASTER compensation under this Agreement, including termination of FASTER. FASTER agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Customer. Any expenses not so recorded shall be disallowed by Customer. FASTER 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 Customer.

b. FASTER shall submit to Customer any and all reports concerning its performance under this Agreement that may be requested by Customer in writing. FASTER agrees to assist Customer in meeting Customer's reporting requirements to the State and other agencies with respect to FASTER's Services hereunder.

6. Hold Harmless/Indemnification

a. To the extent permitted by law, FASTER agrees to protect, defend, hold harmless and indemnify Customer, 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 FASTER pursuant to this Agreement – including claims of any kind by FASTER's employees or persons contracting with FASTER to perform any portion of the Scope of Services

b. FASTER's obligation to protect, defend, indemnify, and hold harmless in full Customer and Customer's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of FASTER, against Customer (either alone, or jointly with FASTER), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

c. To the extent FASTER 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, FASTER warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Customer for any penalties, fines, adverse rulings, or tax payments associated with FASTER's responsibilities under the Act.

7. Insurance Requirements

During the term of this Agreement, FASTER shall provide and maintain in full force and effect, at no cost to Customer, insurance policies as set forth in Schedule E.

8. Confidential Information

"**Confidential Information**" means the Services, any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity; provided

reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement**.**

Notwithstanding any of the above, by entering into this Agreement, *FASTER* expressly agrees and acknowledges that Customer is a governmental entity and is subject to the California Public Records Act. *FASTER* also expressly agrees and acknowledges that Customer and FASTER will comply with any and all requirements under the California Public Records Act.

9. Term and Termination

The initial term of this Agreement shall be five years from the Effective Date. After expiration of the initial term, Customer's Services included in this Agreement shall automatically renew for successive one-year periods (the initial term and each renewal term, a "**Term**") unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Services in this agreement will increase by 3% (three percent) each year after the initial term. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; (b) as provided by Section 3(a) of Schedule B; (c) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Termination for Convenience

City shall have the right to terminate this Agreement, without cause or penalty after the Initial Term, by giving not less than Thirty (30) days' prior written notice to Contractor.

d. Non-Appropriation of Funds

Customer's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the Customer shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

10. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount/s provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

h. Governing Law

This Agreement will be governed by the laws of the State of California. The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

City of Santa Clara, CA:	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____	By: _____
Title: _____	Title: President
Date: _____	Date: 6 AUG 2022

FASTER Asset Solutions Quote and Proposal

Dan Sunseri

Fleet Manager

City of Santa Clara

FASTER Asset Solutions is pleased to submit our proposal, Santa Clara CA Migration FASTER WEB. *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

***FASTER* Invests in the Long-Term:**

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

***FASTER* Asset Solutions**
*FASTER*asset.com | LinkedIn | Facebook

Sales@fasterasset.com
757.623.1700

Kelly Brown

kelly.b@fasterasset.com

Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**915 v6**
Date	**Jun 27, 2022**
Expires	**Jul 31, 2022**
Contact	**Kelly Brown**

Prepared for

City of Santa Clara
Dan Sunseri
1700 Walsh Ave.
Santa Clara, CA 95050-3796
United States

T: (408) 615-3055
E: dsunseri@santaclaraca.gov

ACCEPT QUOTE

Santa Clara CA Migration FASTER WEB

One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	**FASTER WEB CORE LICENSE FEE** FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. 25.8% Item Discount ($17,565.93) FASTER (Code: 001)	801	$85.00	~~$68,085.00~~ **$50,519.07**
SETUP / INTERFACE	**Database Management & Setup Migrating Customer** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes all support and maintenance for the first year of service. Faster Asset (Code: 620)	1	$2,000.00	**$2,000.00**

One-Time Subtotal	$70,085.00
Discount	($17,565.93)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. FASTER (Code: DBMSANN)	1	$9,000.00	**$9,000.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$9,000.00

FASTER Web Interface Add-On Solutions

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Fuel Import - Single Vendor (Existing Customer)** Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import 10% Item Discount ($360.50) FASTER (Code: 301)	1	$3,605.00	~~$3,605.00~~ **$3,244.50**
SETUP / INTERFACE	**Single Vendor Site and Dispenser Add On** This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. 100% Item Discount ($2,575.00) Faster Asset (Code: 303)	1	$2,575.00	~~$2,575.00~~ **$0.00**

Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Dashboard** The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 100% Item Discount ($10,300.00) FASTER (Code: 207nc)	1	$10,300.00	~~$10,300.00~~ **$0.00**

One-Time Subtotal	$16,480.00
Discount	($13,235.50)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance Existing Customer** Annual support and maintenance for fuel import for existing customer FASTER (Code: 301ann)	1	$721.00	**$721.00**
SUPPORT and MAINTENANCE	**Single Vendor Site and Dispenser Support and Maintenance** Annual support and maintenance for site and dispenser FASTER (Code: 303ann)	1	$515.00	**$515.00**
SUPPORT and MAINTENANCE	**Dashboard Annual Support and Maintenance** FASTER (Code: 207ncann)	1	$2,060.00	**$2,060.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$3,296.00

FASTER Web Data Services

One-Time Fees

Category	Item	Qty	Price	Total

Category	Item	Qty	Price	Total
Service / Data	**Migration Data Conversion** The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web. • Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope • Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope 20% Item Discount ($4,000.00) Faster Asset (Code: 408)	1	$20,000.00	~~$20,000.00~~ **$16,000.00**
	Base Price		$20,000.00	$20,000.00

One-Time Subtotal	$20,000.00
Discount	($4,000.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty	Price	Total
Training	**System Overview Meetings (SOM)** System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability. Faster Asset (Code: 511a)	1	$3,300.00	**$3,300.00**
Training	**Configuration Training** Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required. Faster Asset (Code: 511b)	1	$3,300.00	**$3,300.00**
Training	**System Training/Go Live** On Site Training - Go Live Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date. FASTER (Code: 512)	1	$0.00	**$0.00**
Training	**Asset Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512a)	1	$2,200.00	**$2,200.00**

Category	Item	Qty	Price	Total
Training	**Maintenance Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	$2,200.00	**$2,200.00**
Training	**Inventory Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	$2,200.00	**$2,200.00**
Training	**Fuel Module Go Live Training Class** 1 Hour live training session with in person on site trainer FASTER (Code: 512d)	1	$550.00	**$550.00**
Training	**Vendors & Accounting Module Go Live Training Class** 1.5 Hour live training session with in person on site trainer FASTER (Code: 512e)	1	$825.00	**$825.00**
Training	**Technician Module Go Live Training Class** 2.5 Hour live training session with in person on site trainer FASTER (Code: 512f)	1	$687.50	**$687.50**†
Training	**Technician Module Go Live Training Class II** 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training. FASTER (Code: 512f2)	1	$687.50	**$687.50**†

One-Time Subtotal	$15,950.00

Summary

† *Non-taxable item*

Please contact us if you have any questions.

One-Time Subtotal	$122,515.00
Discount	($34,801.43)
Total One-Time	**$87,713.57 USD**
Total Annual Support And Maintenance	**$12,296.00 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	$18,480.00	—
SUPPORT and MAINTENANCE	—	$12,296.00
Service / Data	$20,000.00	—
Training	$15,950.00	—
LICENSE	$68,085.00	—
Discount	($34,801.43)	—
Total	**$87,713.57 USD**	**$12,296.00 USD**

City of Santa Clara, CA Hosted
5-Year Costing

	Year 1	Year 2	Year 3	Year 4	Year 5
One-Time Fees -	87,713.57	-	-	-	-
Annual Support & Maintenance (see note for Yr 1)	12,296.00	12,296.00	12,296.00	12,296.00	12,296.00
Total	100,009.57	12,296.00	12,296.00	12,296.00	12,296.00
Total Cost 5 Yr Plan					149,193.57
Avg Cost Per Yr for 5 Yr Plan	29,838.71	29,838.71	29,838.71	29,838.71	29,838.71

NOTE: The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.

- The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.
- 3% annual increase for recurring fees after the initial term is completed
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

Schedule B: Software Upgrades & Support Agreement:

1. Scope: Software Upgrades & Support will consist of: (i). Upgrades to the Commercial Off the Shelf (COTS) software and custom software listed in Section 3; (ii). Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section 4; and (iii). Telephone support listed in Section 5.

   Support will not include: (i) set-up, installation, or configuration of hardware and software required for the Customer to access the *FASTER* software unless a separate hosting or Software as a Service (SaaS) schedule is included in this Agreement.

   To the extent Customer used a previous version of the software or a legacy *FASTER* product and maintains that version or legacy *FASTER* product, this Agreement does not extend Software Upgrades & Support to that previous version or a legacy *FASTER* product unless specifically stated. Software Upgrades and Support for a previous software version or legacy *FASTER* product will require a separate Software Upgrades & Support Agreement at an additional cost.

2. Representative. Customer will identify both a Representative and an alternate to be designated as *FASTER*'s contact(s) for communicating with *FASTER* concerning support, making other requests, or providing notice under this Agreement. Customer may change the Representative upon notice to *FASTER* (other members of Customer's Team may place support calls to *FASTER* Support).

3. Software Upgrades:

   a. All software from *FASTER* requires that the Software Upgrades & Support Agreement be renewed annually by Customer. After the first year, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:

      i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to Customer. As long as Software Upgrades & Support is maintained, Customer is entitled to new version releases of the *FASTER* product included under this Agreement.

      ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core COTS Product as long as Customer continues to renew Software Upgrades & Support. And as long as Customer remains current on Software Upgrades and Support, the Customer may license additional add-ons.

4. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses the COTS products and, if custom

integrations are included in Schedule A, the detailed Requirements Document for which Customer signed-off for any customization.

5. *FASTER* Software Support Coverage: Customer will have access to *FASTER*'s Technical Software Support Personnel ("Software Support") during Normal Business Hours. For the purposes of this Agreement, Normal Business Hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). Communications with Technical Support may be via telephone or e-mail. In addition to the support obligations listed above, *FASTER* provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of Normal Business Hours by having Support staff members on-call for phone support for issues defined below under "Emergency *FASTER* Support."

6. Emergency *FASTER* Support is available when: A. The system is frozen; B. The system has crashed and will not recover; or C. Customer cannot process work in the system.

7. IT Support & Consulting Not Provided: Unless Customer contracted *FASTER* to provide hosting, *FASTER* Support does not include IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (if *FASTER* is providing hosting, a separate schedule will address hosting and hosting support).

8. Other Limitations on Support: *FASTER* will provide troubleshooting and advice related to mistakes Customer's employees may make (data deletion, data input error, administrative or user errors, etc.). As a courtesy, *FASTER*'s Support Staff accepts such calls and is willing to assist Customer in attempting to resolve such issues that are outside the scope of support outlined in this Agreement. As such, while *FASTER* staff often is able to add value in root cause analysis and troubleshooting of issues that are outside of *FASTER*'s responsibilities, there may be occasions when *FASTER* must discontinue support efforts on issues that are outside of *FASTER*'s responsibilities to be attentive to other customers' support issues.

9. Training: Support does not include training. Live-remote training via a web-based medium, such as GoToMeeting, can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of customers.

10. Customer's Responsibilities:

    a. Customer's Representative must be qualified and authorized to communicate all necessary information. And unless *FASTER* is hosting the environment, Customer must have administrative access to the *FASTER* application, must have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up, if required. *FASTER* does accept calls from Customer Staff who do not meet the above requirements. However, resolution of some issues may require a Customer Staff member who meets the above criteria be available.

    b. Customer accepts sole responsibility for any compatibility problems between the Services and any other application software or non-current software programs not maintained or supported by *FASTER*.

11. Submitting a Request: Customer should be prepared to provide the following:

    a. Telephone number and alternate method of contact (i.e., email address);
    b. A description of Customer's problem or question;
    c. Provide screen capture/s or video/s of the issue;
    d. The circumstances under which the problem does or does not occur;
    e. Specific error messages, error numbers, log files and program numbers; and
    f. For customers who host *FASTER* on their internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use, client or server operating systems versions, hardware specifications, etc.

12. *FASTER* will follow the below process to assist Customer with resolution of issues:

    a. During Normal Business Hours, *FASTER*'s answering of phone calls is as follows: 95% by the third ring, 99% by the fifth ring.
    b. There is an exception to the above during *FASTER* Support Team training, which will occur no more than twice a month and for no more than 90-minutes each. During these training sessions, the response time may drop to 90% of calls answered by the fifth ring.
    c. *FASTER*'s response to email support requests during Normal Business Hours is: 95% within three hours and 99% within one business day.
    d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented such that a Customer may request a case number for tracking purposes.
    e. In order to resolve the issues on Customer's first call, *FASTER*'s Support is structured to: answer Customer's questions and identify logs, tests or error information the Customer needs to acquire and submit in order to troubleshoot the issue during that first phone call.
    f. If the issue cannot be resolved in one phone call, the Support Team Member who took the call will diligently strive for timely resolution. If the Support Team Member cannot timely resolve this issue, he/she will engage with his/her supervisor to assign the case to the appropriate staff member for either resolution or escalation of the case to the Development Team.

13. *Term*:

For new customers: The term is dictated by the Statement of Work & Pricing Document.

For customers migrating to *FASTER* Web: The term and cost is dictated by the Statement of Work & Pricing Document.

For customers renewing annual Software Upgrades & Support for their current *FASTER* product: The term of this Agreement shall be for one year from the day after the expiration of the previous

year's Software Upgrades & Support Agreement. The renewal will include a 3% (three percent) cost increase from the previous year's Software Upgrades & Support Agreement.

A lapse in Software Upgrades & Support is defined as non-payment for 60-days after the expiration of the previous year's annual Software Upgrades & Support Agreement. Should the Customer lapse in its continuity for Software Upgrades & Support by non-payment of more than 60-days, renewal of annual Software Upgrades & Support will be at *FASTER*'s discretion and may require a penalty payment and a price that is based on current retail price.

Customer may opt to terminate Software Upgrades & Support at the end of the Upgrade & Support term identified in the Statement of Work & Pricing.

Customer may renew Software Upgrades & Support by paying for the next year's annual Software Upgrades & Support with a 3% (three percent) increase within 60-days after the end of the previous support period.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. That fee is determined by *FASTER* pro-rating the months remaining on the current year's Software Upgrades & Support. And the following year's Software Upgrades & Support will include an increase reflecting that licensing and the commensurate 3% (three percent) increase.

Schedule C: Software License Agreement

1. Perpetual License:

   FASTER grants to Customer a perpetual, non-exclusive, non-transferable license to use the *FASTER* software specified in Schedule A in accordance with the terms of this Agreement.

2. Environment:

   Customer understands that it may use *FASTER*'s proprietary software in a single environment. In this Agreement an "environment" is defined as a single installation (instance) of the *FASTER* application and one *FASTER* database. *FASTER* publishes specifications for each release of the product. Therefore, the first use of a version of *FASTER* and each subsequent upgrade to a newer version requires that Customer's environment comply with the minimum published specifications. Failure to meet the minimum specification puts Customer's operation at risk and may lead to *FASTER* being unable to provide support until Customer's environment complies with the published specification.

   a. SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this test environment will then be promoted to become the production environment.

   b. TEMPORARY POST-GO-LIVE TEST ENVIRONMENT: (The following only applies if the Customer is hosting *FASTER*. This does not apply if *FASTER* is hosting the environment.) After Go-Live of the *FASTER* system, this Agreement permits Customer to stand up a temporary test environment on its premises, limited to the following circumstances: Testing a new version of *FASTER*; Testing the delivery by *FASTER* of any custom deliverables built by *FASTER*; Testing upgrades and/or patches Customer performs on Customer's server operating system, or database patches or upgrades; or, if Customer is replacing server hardware. This test environment can be stood up 30-days prior to any of the above-identified testing and must be turned off or deleted within 45-days after any of the above is complete.

   c. OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional license fee and an annual support fee.

3. Copies, Backups & Catastrophic Fail-Over:

   Customer understands that it is able to make regular backups of all programs and data and clone, copy or maintain a mirror image of the production environment for catastrophic fail over. This includes the use of virtual machine cloning. (Does not apply for *FASTER*-hosted customers.)

4. Software Modifications:

   Customer may not modify the *FASTER* software, including, but not limited to, reverse engineering of any component of the *FASTER* system in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the *FASTER* system are null and void.

Schedule D: Hosting & Hosting Service Level Agreement (SLA)

1. Environment:

Single Environment: Customer understands that, unless the Customer subscribes to additional environments, it will access *FASTER*'s proprietary software in a single environment with one instance of the software and one database. Therefore, in this Agreement, an "environment" is defined as "a single install or instance of the *FASTER* application and a single *FASTER* database."

Test/Production Environment: In order to minimize Customer's and *FASTER*'s IT costs, as well as to control quality and reduce risk, Customer will have only one environment through the implementation process. This environment, upon deployment and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this same test environment will then become the production environment.

Additional Environments: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional annual subscription fee.

2. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of the Customer administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the Services. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) Use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the Services solely in accordance with the terms and conditions of this Agreement.

3. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

4. Database Rights and Access:

4.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

4.2 Access to Database: Unless the Customer purchases the optional "Database Access," the Customer will not have access to the database or database server. However, the Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web the Customer will have access to the Business Intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

In other words, this means that unless you purchase the optional "Database Access," which is at an added cost, there will NOT be the ability to run queries against the database or access the database directly in any way. As noted above, you can still get copies of the database backup file.

5. Hosting Service Level Agreement:

5.1 Availability: *FASTER* shall maintain a data center adequate to support Services to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below. (99.999% guaranteed up-time is available through a mirrored replication to a fail-over, co-location at an extra cost.)

5.1.1 Formula. The Service will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

5.1.2 For purposes of this calculation, the Service will be deemed to be unavailable if Service application functions do not successfully complete. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 5.1.3 and 5.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

5.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The Service will not be considered to be Unavailable for any outage that results from any maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object during the standard *FASTER* implementation window(s) agreed upon by *FASTER* and Customer during Customer's implementation period. (c). Errors or issues created by the Customer will not be considered. (d). Should the Customer opt to purchase for an added cost access to the database, *FASTER* is not accountable for disruptions caused by the Customer's actions related to the database.

5.1.4 The *FASTER* Network extends to, includes and terminates at the data center located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

5.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

5.2.1 If the total Availability (as calculated in Section 5.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Hosting & Hosting Service Level Agreement.

5.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the monthly fee for the hosting to the affected customers of the Services (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Except as provided above in Section 5.2.1 of this SLA, Customer's right to receive service credit(s) will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

5.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

5.3 Term: Hosting shall have a term of one year, and the term shall commence upon allocation of hardware in the datacenter, which will occur in the early stages of the implementation. After twelve months from commencement, these hosting services will automatically renew in one-year increments unless cancelled by either party, provided a written notice of cancellation is received by the other party sixty (60) days in advance of anniversary date of commencement.

5.4. Performance: Customer understands that performance of the *FASTER* system is dependent on multiple factors. For example, Customer approved users can only access the system with a PC that meets the minimum client specifications provided by *FASTER*. Customer may need to request its IT Department increase bandwidth and/or improve network connections in order to improve performance. Also, Customer understands that system performance is affected by variables that *FASTER* cannot fully control, such as user habits, number of simultaneous users and database size.

Schedule 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 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
   $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, 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. 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 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.

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.

F. 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.

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 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 e-mailed to ctsantaclara@ebix.com.

Or by mail to:
EBIX Inc.
City of Santa Clara – Public Works Department

P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. 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.

22-968 Agenda Date: 8/16/2022

REPORT TO COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT
Action on the Approval of a Municipal Law Enforcement Services Agreement with San Francisco Police Department (deferred from the July 12, 2022 City Council meeting)

COUNCIL PILLAR
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND
Prior to the opening of Levi's Stadium in 2014, the Police Department worked with the National Center for Spectator Sports Safety and Security and the Department of Homeland Security to develop comprehensive safety and traffic management plans for the venue and surrounding area.

Through the planning process, the Police Department acknowledged our organization did not have the specialized expertise (e.g. ability to close highway off-ramps and corresponding traffic management skills), resources (e.g. air operations, crowd control, SWAT, etc.), and volume of sworn and civilian personnel necessary to implement these plans. As a result, agreements were formed with local, State and Federal law enforcement partners to provide these additional services.

The Police Department relies heavily on sworn and civilian professionals to provide a safe and enjoyable experience for stadium personnel, athletes/entertainers, event attendees, surrounding businesses, and nearby residents. The staffing needs vary from event to event based on event type, day of the week, time of the day, anticipated attendance, dignitaries present, intelligence gathered from similar events, etc.

DISCUSSION
Levi's Stadium has been the host to 146 public events with attendance of 20,000+ since its opening, plus five nationally televised events without fans in 2020.

As the lead law enforcement agency, the Police Department secures local, State and Federal resources, as necessary, to mitigate traffic congestion for event patrons and local traffic, provide a safe venue for attendees, performers and stadium personnel as well as to deter intrusion into neighborhoods while maintaining access to adjacent business properties.

Currently, the Police Department has various agreements with multiple agencies throughout California to provide Per Diem Special Event Police Officers to augment the staffing for events at Levi's Stadium. In addition, Municipal Law Enforcement Services Agreements are in place with the following local agencies to be called upon to provide services, as needed, at Levi's Stadium:

- California Highway Patrol

- Monterey County Sheriff's Office
- San Francisco County Sheriff's Office
- Santa Clara County Sheriff's Office
- Sunnyvale Department of Public Safety

Law enforcement agencies across the country are faced with staffing challenges. As a result, it is incumbent upon our Police Department to continue to expand the number of municipal law enforcement services agreements between the Stadium Authority, the City of Santa Clara, and partner agencies to ensure there are ample resources available when needed.

The proposed agreement allows the San Francisco Police Department, as called upon and available, to provide supplemental special detail law enforcement services for events taking place at the stadium and surrounding areas. Requests for services could include personnel, helicopters, tactical vehicles, equipment, and associated supplies to provide the services rendered. The agreement also allows for the San Francisco Police Department personnel responding to requests for services to transmit and broadcast communications on the Santa Clara Police Department's dispatch frequency, licensed by the Federal Communications Commission. Included with the agreement are the hourly rates by classification, with 14.7% administrative fees. The rates do not reflect the travel time of two hours, per person, per event.

The Santa Clara Stadium Taxpayer Protection and Economic Progress Act, commonly referred to as Measure J, requires all public safety costs related to stadium operations to be reimbursed to the City. In addition, in accordance with the contractual arrangements between the City, Stadium Authority and the team, the team reimburses the City for public safety related expenses incurred for NFL events. For Non-NFL Events, the cost of public safety (including the costs charged by our public safety partners such as San Francisco Police Department) are charged against the Net Non-NFL Revenues of the Stadium Authority.

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

This agreement allows the San Francisco Police Department to provide support services for Levi's Stadium, as requested and available.

Any expenses incurred by the City for the use of the San Francisco Police Department personnel at NFL events would be billed by the City to the Forty Niners, in accordance with the applicable contracts and with Measure J. For non-NFL events, the expenses are deducted from the Stadium Authority's Net Non-NFL Revenues.

COORDINATION

This report was 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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara, and San Francisco Police Department for support services associated with events at Levi's Stadium.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Rajeev Batra, City Manager/Executive Director

ATTACHMENTS

1. Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and San Francisco Police Department
2. PLES hourly rates

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
SAN FRANCISCO POLICE DEPARTMENT

PREAMBLE

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this _____ day of _____, 2022, ("Effective Date") by and between the San Francisco Police Department, 1245 3rd Street, 6th Floor San Francisco, California 94158 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.

B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.

C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Santa Clara Stadium site.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

A. Agency agrees, as available, to provide supplemental special detail law enforcement services for events taking place at the Stadium site and surrounding areas during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each event. The Parties shall establish and agree to the number of hours necessary for the Agency employees to perform the requested services. City herein provides consent, pursuant to Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.

C. For special detail officers, the request for services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested and may be charged by Agency as above and beyond the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to Agency specified contact.

D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.

E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted, and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.

B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.

C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services for a particular event, the Parties agree that the Santa

Clara Chief of Police shall have final and conclusive determination of levels of service provided by Agency's officers.

D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.

E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Authority, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Authority effective July 1 of each year to a mutually agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.

B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

4. PAYMENT PROCEDURES.

A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.

B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.

C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

5. CANCELLATION OF PERSONNEL.

A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.

B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.

C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

6. TERM OF AGREEMENT.

A. The term of this Agreement shall commence upon execution by the Parties and continue, unless terminated sooner or extended in whole or in part as provided for herein.

7. TERMINATION.

A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.

B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.

C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent 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.

9. HOLD HARMLESS/INDEMNIFICATION.

A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee(s) and shall incur any liabilities arising out of the service and activities of those employees.

B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.

C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party 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 either Party.

12. SEVERABILITY AND WAIVER.

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. Agency agrees that waiver by Authority and/or 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.

13. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Authority addressed as follows:

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Ave.
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

And to City as follows:
City of Santa Clara
Attn: Chief of Police
601 El Camino Real
Santa Clara, CA 95050
or by facsimile at (408) 248-0276

And to Agency addressed as follows:
San Francisco Police Department
1245 3rd Street, 6th Floor
San Francisco, CA 94158
or by facsimile

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.

14. LAW GOVERNING CONTRACT 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.

[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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

Office of City Attorney

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority

APPROVED AS TO FORM:

Office of Authority Council

RAJEEV BATRA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

SAN FRANCISCO POLICE DEPARTMENT

APPROVED AS TO FORM:

By:

SAN FRANCISCO POLICE DEPARTMENT
By: _____
Title: _____
1245 3rd Street, 6th Floor
San Francisco, CA 94158
Telephone: (415) 575-6718
Fax: (415) 837-7372

"AGENCY"

I:\49ers\Stadium Authority\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement (SAN FRANCISCO POLICE DEPARTMENT)

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
SAN FRANCISCO POLICE DEPARTMENT

EXHIBIT A

(INSERT FEE SCHEDULE HERE)

PLES HOURLY RATES with 14.70% ADMIN FEE AS OF JULY 01, 2022

RANK	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	8 Hours	9 Hours	10 Hours
Q4 Day	***125.23***	250.45	375.68	500.91	626.13	751.36	876.58	1001.81	1,127.04	1,252.26
Q4 Night	***130.44***	260.89	391.33	521.78	652.22	782.66	913.11	1043.55	1,174.00	1,304.44
Q4 MC Day	***130.37***	260.73	391.10	521.46	651.83	782.19	912.56	1042.92	1,173.29	1,303.65
Q4 MC Night	***135.80***	271.59	407.39	543.19	678.99	814.78	950.58	1086.38	1,222.17	1,357.97
Q52/Q35 Day	***145.41***	290.81	436.22	581.63	727.03	872.44	1017.84	1163.25	1,308.66	1,454.06
Q52/Q35 Night	***151.47***	302.93	454.40	605.86	757.33	908.79	1060.26	1211.72	1,363.19	1,514.65
Q52 MC Day	***150.55***	301.09	451.64	602.18	752.73	903.27	1053.82	1204.36	1,354.91	1,505.45
Q52 MC Night	***156.82***	313.64	470.45	627.27	784.09	940.91	1097.72	1,254.54	1,411.36	1,568.18
Q62 Day	***166.05***	332.10	498.15	664.20	830.25	996.30	1162.35	1,328.40	1,494.45	1,660.50
Q62 Night	***172.97***	345.94	518.90	691.87	864.84	1037.81	1210.78	1,383.75	1,556.71	1,729.68
Q62 MC Day	***171.19***	342.38	513.56	684.75	855.94	1027.13	1198.32	1,369.51	1,540.69	1,711.88
Q62 MC Night	***178.32***	356.64	356.64	713.28	891.61	1069.93	1,248.25	1,426.57	1,604.89	1,783.21
Q82 Day	***209.83***	419.66	629.48	839.31	1049.14	1258.97	1,468.80	1,678.62	1,888.45	2,098.28
Q82 Night	***218.57***	437.14	655.71	874.28	1092.85	1,311.43	1,530.00	1,748.57	1,967.14	2,185.71

The costs are computed at the overtime rate plus ,FRINGES OF 2.550% (1.45% Medicare, 1.00% Retiree Health and 0.10% Unemployment Insurance) and ADMIN FEE. **(PREMIUM PAY STARTS 6:00 p.m. THRU 06:00 a.m.)**

KT 07/01/22

22-715 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Amendment No. 1 to the Agreement with WRECO for the Great America Parkway and Mission College Boulevard Intersection Improvements Project

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
On August 20, 2019, City Council approved a design professional services agreement with WRECO for the Great America Parkway and Mission College Boulevard Intersection Improvements Project (Project, Attachment 1). The Project includes widening of the intersection to include an additional vehicle lane and traffic signal replacement at the Great America Parkway (GAP) and Mission College Boulevard (MCB) Intersection, traffic signal modification at the MCB and Marriot Driveway intersection, replacement of streetlights, pavement rehabilitation, and modifications to existing utilities including storm drain, Silicon Valley Power (SVP) electrical and fiber optic facilities along GAP and MCB. The Project also adds a new bicycle lane on GAP and MCB to close existing gaps and complete the bicycle network in accordance with the Bicycle Plan 2018 Update. Additionally, the Project includes pedestrian improvements such as reconstruction of curb ramps and sidewalks to comply with Americans with Disabilities Act (ADA) requirements, installation of Accessible Pedestrian Signals, and removal of “porkchop” islands at the GAP and MCB Intersection.

The Project progressed through the design process and the City was provided with the 90% design including a revised construction cost estimate. During the review of the 90% design plans and revised construction cost estimate provided by WRECO, City staff noted that the construction cost estimate had increased and deemed it necessary to explore value engineering options in an effort to reduce construction costs.

DISCUSSION
Through the value engineering process, staff completed additional traffic analyses of the GAP and MCB intersection to explore options that could have the potential to reduce project costs. Based on that analysis, staff was able to identify modified lane configuration options that not only decreased necessary roadwork (reducing costs) but would also minimize traffic delays based on the latest traffic volume forecasts.

The additional traffic analyses considered future traffic volume forecasts that were used for several projects that have been previously approved including the Freedom Circle Focus Area Plan, Lawrence Station Area Plan, Patrick Henry Drive Specific Plan, Related Santa Clara, Santa Clara Square, and Tasman East Specific Plan. The analyses identified several vehicle lane changes that could be made to reduce construction costs without negatively impacting traffic operations.

Staff worked with WRECO to review the options and based on the additional traffic analyses, changes are being recommended that reduce construction costs, schedules, and traffic delays compared to the original project design. The modifications include:

- Delete proposed third left turn lane from northbound GAP to westbound MCB as traffic volumes can be adequately served by the existing two left turn lanes.
- Delete proposed third left turn lane from westbound MCB to southbound GAP. Instead, convert one of two through lanes into a third left turn lane as through traffic volumes are adequately served by one lane.
- Delete the removal and relocation of the center medians within portions of MCB and GAP. This work is no longer needed since the left turn lanes described previously are not added.
- Delete some additional widening of GAP that is no longer needed since the center median is not being relocated.
- Add curb bulbouts to the northwest and southwest corners of the intersection to reduce pedestrian crossing distances.

Based on the construction cost estimates prepared by WRECO for both the original and revised designs, it is anticipated that the modifications could lead to construction cost savings of approximately $2.6 million.

In order to account for the necessary Project design changes so cost reductions could be achieved, staff coordinated with WRECO and determined the extent of the redesign work that would be needed, starting from the 60% design milestone of the original scope of work. The proposed Amendment No. 1 (Attachment 2) includes a negotiated scope of services and schedule of fees that incorporates the effort necessary to complete the redesign of the Project. The scope of services generally includes: preparation of construction documents (plans, specifications, and estimates) for public works bidding, permit applications, preparation of exhibits/plats/legal documents, engineering support services during bid and award and construction, and record drawing preparation.

Staff recommends approval of Amendment No. 1 to the agreement with WRECO in the amount of $381,629 to complete design services needed for the Project. Approval of this amendment will provide the design professional services necessary to develop documents for Project bidding and construction. Prevailing wage requirements that were included in the original agreement remain applicable under Amendment No. 1.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction.

FISCAL IMPACT

The not-to-exceed amount of the original agreement is $1,028,000. This amount includes $930,233 for basic services, $1,500 for reimbursable expenses, and $96,267 for additional services. The proposed Amendment No. 1 adds $381,629 to the original agreement, bringing the total not-to-exceed amount to $1,409,629 ($1,221,147 for basic services, $1,500 for reimbursable expenses and $186,982 for additional services). Funds for Amendment No. 1 are available in Public Works’ capital improvement program MCB/GAP Intersection Improvement Project budget.

Staff anticipates that additional amounts will be required in the Capital Improvement Program Budget to fund the full construction costs of the Project. Currently staff is reviewing options to fund the additional costs with traffic impact fees, City regional transportation funds as well as developer contributions. Furthermore, staff has submitted several applications for federal grants and earmarks to support the project. Proposed budget amendments will be presented to the Council for consideration at the time of construction contract award.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with WRECO in the amount of $381,629 for Great America Parkway and Mission College Boulevard Intersection Improvements Project for a total Agreement not-to-exceed amount of $1,409,629; and
2. Authorize the City Manager to make minor modifications to the agreement if needed and to extend the term.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Original Agreement
2. Amendment No. 1

EBIX Insurance No. S200004254

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WRECO FOR GREAT AMERICA PARKWAY AND MISSION COLLEGE BOULEVARD INTERSECTION IMPROVEMENTS

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and WRECO, a California corporation ("Consultant"), City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. 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 Consultant 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

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

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 July 17, 2019 and terminate on December 31, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant 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. Consultant 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 Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant 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 Consultant's representations regarding its skills and knowledge. Consultant 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million Twenty Eight Thousand dollars ($1,028,000), 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. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant 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 Consultant.

B. Termination for Default. If Consultant 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 Consultant.

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, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant 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. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant 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 Consultant 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, Consultant 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.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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. Consultant 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.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant 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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant 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: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Consultant addressed as follows:

WRECO
Attention: Han-Bin Liang
100 Century Center Court, Suite 502
San Jose, CA 95112
and by e-mail at hanbin_liang@wreco.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

Consultant 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, Consultant'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 Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant 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

Consultant 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 to this Agreement.

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.

CONTINUED ON PAGE 8

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:

BRIAN DOYLE
City Attorney

Dated: 8-29-19

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WRECO
a California Corporation

Dated: 8/15/2019
By (Signature):
Name: Han-Bin Liang
Title: President
Principal Place of Business Address: 100 Century Center Court, Suite 502 San Jose, CA 95112
Email Address: hanbin_liang@wreco.com
Telephone: (925) 941-0017 x 201
Fax: (925) 941-0018

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

I. GENERAL

The Consultant will provide complete, professional, high-quality services and products; provide consultation to city personnel and others who are involved with the project; and provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

Increasing traffic volume in the City necessitates adding a third left turn lane on northbound Great America Pkwy (GAP) to Mission College Blvd (MCB) and a third left turn lane on westbound MCB to GAP. Street widening is to be achieved by reducing existing median island width and moving existing sidewalks further out to create space needed for additional turning lanes at the intersection. Intersection and street improvements also include ADA improvements within the project area, new traffic signal, new street lights, a combination of pavement overlay and pavement reconstruction, modification to existing storm drain system and other utilities, and Silicon Valley Power (SVP) electrical and fiber facilities improvements.

The progress plans, dated February 20, 2014, prepared by the original designer with City's review comments shall be used as a starting point to finish the design.

III. SCOPE OF WORK

Basic Services shall include professional services required to study the project. Consultant shall conduct a quality control review prior to submitting any documents to the City for review. Basic Services shall include the following:

Task 1: Project Management

Consultant shall manage its team and overall project activities consistent with the direction from CITY in order to meet the project goals, schedule and budget. Coordinate with CITY, CONSULTANT staff, other government agencies (such as VTA, and Caltrans etc.), utility owners, property owners and operators, and other affected parties as required throughout the duration of the project.

CONSULTANT administrative staff time spent preparing invoices for services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

1.1 Project Schedule

Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at CITY's acceptance of the final bid documents for the PROJECT. Schedule shall indicate significate milestones, review time, and the critical path for the PROJECT. CONSULTANT shall notify CITY if there are delays in any phase or Task of the PROJECT. In such case, CONSULTANT shall make up the schedule in subsequent Tasks of the PROJECT or provide information to CITY substantiating a time extension. The schedule shall be maintained and kept updated at all times and shall be updated each time progress and milestones are changed. In addition, the progress schedule shall be updated no less frequently than after each Task is complete. The base Project schedule shall be submitted to City within five (5) working days of receiving NTP.

1.2 Project Kickoff Meeting

Consultant shall coordinate a Project kickoff meeting with the City to gain approval of the proposed base schedule and to identify any known Project issues. Consultant to prepare and distribute an agenda prior to the meeting and a meeting minutes following the meeting.

1.3 Project Meetings

Consultant shall coordinate monthly project status meeting through design phase and attend twelve (12) meetings occurring monthly with the City to coordinate the Project activities and update City staff on the progress of the Project deliverables. Prepare meeting minutes, action item log, data request log, and pending item log following each meeting. Provide monthly progress reports and updated project schedule.

1.4 Stakeholder Coordination

Consultant shall coordinate with stakeholders, including but not limited to City staff, City's consultants, Caltrans, utility owners, property owners and operators, permitting agencies and other affected parties. Consultant shall actively manage the utility relocation process to minimize or eliminate potential delays. Coordinate stakeholder design review meetings with City, and stakeholders.

1.5 Quality Control

Consultant shall submit a Quality Assurance and Quality Control (QA/QC) program manual specifically tailored for the Project for CITY's approval. QA/QC program shall include an independent review of the design, plans, specifications and cost estimate at each design stage. The independent reviewer shall not be involved in the design and/or preparation of the construction documents. The independent reviewer shall be a licensed professional engineer in the discipline, which he/she reviews, and at a

minimum shall possess equivalent experiences as the designer. The independent reviewer can be an employee of the CONSULTANT or a sub-consultant to the CONSULTANT.

Consultant shall designate a QA/QC manager to ensure that QA/QC procedures established for the Project are adhered to by all Consultant's team members. With each deliverable, CONSULTANT shall provide a QA/QC report and a signed certification that the independent review is performed per the QA/QC program manual.

Deliverables:

1. Project schedule [PDF and MS Project file]
2. Agenda and minutes from project kickoff meeting [PDF and MS Word file]
3. Agenda and minutes from project meetings including pending item log/action item log/data request log [PDF and MS Word/Excel file]
4. Monthly Invoices and Progress Reports
5. QA/QC Manual [PDF]

Task 2: Pre-Design Investigation and Project Scope Confirmation

Consultant shall identify significant elements that will shape the Project scope, and potential physical and schedule constrains. Provide evaluation and recommendation to the City for discussion of Project scope confirmation.

2.1 Data Collection and Review

Consultant shall review existing as-built data, reports, utility mapping, and other available data. Provide a list of any additional data that is necessary to complete the Project design.

2.2 Preparation of Cleaned-up Progress Plans

Prepare a set of cleaned-up progress plans by taking the progress plans dated February 20, 2014 and revising them to include updated Right-of-way and easements that have since been acquired by the City. Note modifications to the Project area that have been constructed since the preparation of the progress plan. Extend project limits to include area up to Hwy 101 overpass bridge abutment.

2.3 Review of Progress Plans

Review the clean progress plans to evaluate improvements that can be made to the proposed geometric layout, feasibility of the utility vault modifications, adequacy of ADA facilities, and staging plan. Compare the clean progress plans to existing conditions to determine if revisions to the design are needed.

2.4 Bus Duckout Evaluation

Examine the three (3) bus duckout shown on the progress plan dated February 20, 2014 to determine if they meet current Santa Clara Valley Transportation Authority (VTA) standards. Also check if the bus duckouts shown on the progress plan are sufficient to meet the needs of VTA's future plans. If the bus duckouts shown do not meet the existing standards or future needs, the Consultant shall provide options, including right-of-way impacts, to the City for discussion. After Consultant and City reach an agreement on any modifications to the bus duckouts, Consultant shall prepare a memorandum to document the changes to be incorporated into the Project.

2.5 Bike Lanes

Review new green bike lanes being installed on Mission College Boulevard by a separate project adjacent to the Project limit and determine if revision to the progress plan is needed to conform to the new green bike lanes at the Project limit.

2.6 Stormwater Treatment

Consultant shall conduct a preliminary study of stormwater treatment requirements for the Project based on the Santa Clara Valley Urban Runoff Pollution Prevention Program, *Guidance for Implementing Stormwater Requirements for New Development and Redevelopment Projects*, June 2016. Consultant shall determine preliminary treatment area requirements and identify potential locations for treatment measures. If no locations are feasible within the project limits, Consultant to propose other methods of meeting permit requirements to City.

Consultant shall prepare a Stormwater Management Plan which includes the findings of the study as well as the preliminary treatment recommendations.

Upon reaching agreement with the City on treatment to be included in the Project, Consultant to include design of Best Management Practices (BMPs) into Tasks 3, 4, 5, and 6.

If treatment cannot be accomplished within the project limits it may be necessary to use off-site treatment methods. If off-site treatment is required, additional design and coordination efforts may be necessary. The coordination and design of off-site treatment is not included in this scope and fee estimate. If off-site treatment is required Consultant will discuss with the City and submit a separate scope and fee for said work.

2.7 Pavement Analysis and Design

Prepare a Pavement Recommendation Memorandum based on the field investigation and information provided by the City.

Prepare a geotechnical engineering study, which includes a summary of available pavement and subsurface information, the field investigation,

laboratory testing and design recommendation for the Project. The study to provide the following information:

- Discussion of the scope of work performed
- Summary of the field investigation performed
- Summary of the laboratory testing performed
- Discussion of the idealized soil and rock profiles along the Project with engineering soil parameters.
- Recommendation for reuse and/or rehabilitation of the existing pavement along with new pavement sections.
- Recommendation for any subgrade special preparation prior to new structural pavement section placement.
- Recommendation for reuse of excavated materials.
- Other recommendations with respect to site grading, disposal of excavated material and other construction recommendations.
- Recommendations for the project including roadway structural pavement sections for widening areas, pavement dig-outs, overlays, pavement reinforcing fabric, and rubberized pavement.

Prepare the Draft Geotechnical Engineering Study and submit to City for review and comment.

Overlay recommendations may be based on agreed upon R-value and Traffic Index and existing pavement section as shown in as-built plans and other historical data. Consultant will provide recommendations of appropriate R-value and Traffic Index to City based on discussions with City staff and available historic data.

If City elects to have Consultant perform Geotechnical Field Investigations as an Optional Service, Consultant will use the results of the field investigations to determine the R-value.

Consultant shall determine and mark locations of pavement dig-outs in a site walk-through in conjunction with City representative. Consultant shall include traffic control for protection in the site walk-through.

2.8 Surveys

Consultant shall conduct topographic survey of the following:

- Curb, sidewalk and pavement conforms at GAP/MCB and MCB/Marriott Driveway intersections.
- All existing curb ramps Within Project limits defined in Exhibit E. Survey data to include ramp, flowline, top of curb, back of sidewalk, inlets, poles, boxes, and other visible features.
- Existing manholes, inlet grates, vault and valve covers, utility or signal cabinets and monuments.
- Inverts of existing manholes and inlets.

- Existing Marriott Hotel entrances signs at two locations, Marriott Hotel Entrance driveway, and at the southeast corner of GAP/MCB intersection.
- Driveway, vehicle gate and concrete decorative walls of the business property of the northeast corner of GAP/MCB intersection.
- Lip of gutter wherever pavement width changes along GAP and MCB to confirm limits of pavement works.
- Pavement grade breaks
- Pavement grades at the determined dig-out areas
- Pavement grades across north end of U.S. 101 bridge abutment.

Traffic control for performance of field surveys is included in this task. It is Consultant's responsibility to manage the surveys to avoid multiple mobilizations. Consultant shall apply for encroachment permit for traffic control. If there is a permit fee, City will pay the fee directly to the permitting agency. Removal of paint markings due to survey is not necessary.

Survey, site investigation and measurement of SVP underground vaults is under Task 2.10.

2.9 Permits and Agreements

Consultant shall prepare and obtain a Caltrans Encroachment Permit to conduct necessary field surveys and exploration. Consultant shall issue a letter to City requesting to be City's agent on the permit application. It application fee, if any, will be paid by City directly.

Prepare Right-of-Entry (ROE) request letters for the City to deliver to the private property owners within the Project limits so the design team can conduct field reviews. It is anticipated that no ground disturbance, modifications, or limitations to access for the private properties will be required during the design phase of the Project. The ROE letters shall be prepared in MS Word, so they can be place on City letterhead and sent to each property owner by the City.

2.10 Utility Design and Coordination

2.10.1 CONSULTANT shall perform the utility design and coordination for all City owned utilities, such as sanitary sewer, storm drain, water, traffic signal, and Silicon Valley Power utility facilities.

a. Silicon Valley Power (SVP) Fiber – Review a hand-drawn redline information of the SVP fiber relocation at the southeast corner of GAP/MCB intersection provided by SVP. Show the new location of SVP fiber on plans.

b. Silicon Valley Power (SVP) Fiber and Signal Inter Connect (SIC) – Review as-built drawings showing the horizontal information with minimal vertical information of the SVP & SIC

fiber relocation at the south side of Mission College Boulevard. Show the new location of SVP fiber and SIC on plans.

c. Silicon Valley Power (SVP) underground vaults – For survey and site investigation of SVP underground vaults, SVP staff will enter the underground vault to conduct measurement and take photos. Consultant is to remain above ground to give SVP staff direction and is not allowed to enter SVP underground vaults. Coordinate with SVP to set up a mutually agreed upon procedure for survey and site investigation, which will ensure Consultant is satisfied with the data accuracy. Lead time for SVP staff to come to the site to assist the consultant is two week.

d. Sanitary Sewer facilities – Obtain as-built drawings and verify the existing sanitary sewer facilities. Coordinate with City and private property owner for any adjustment or relocations if determined necessary.

e. Update signal controller cabinet per City standard detail.

2.10.2 Consultant shall perform the utility coordination for all non-City owned utilities in the City right of way. It is assumed the utilities owners will design and construct necessary relocations with their own forces, except irrigation lines on private properties disturbed by the Project. Bid document shall include language indicating Contractor to coordinate with property owners and restore irrigation lines disturbed by the Project. Consultant shall support City to facilitate timely utility relocation.

Consultant shall take inventory and review utility information and records provided by the City. Prepare letters to request additional information from utility owners, if needed. Confirm existing underground utilities and existing aboveground utilities are shown correctly and accurately.

After reviewing as-built drawings, newly installed facilities information and proposed improvements, Consultant shall identify the locations of utility potholes if necessary as an Optional Service at City's request.

Consultant shall coordinate relocation with the following utility owners listed below have utility facilities in the City right of way under franchise agreement. Consultant shall issue bi-weekly status reports of utility coordination.

a. Comcast – Review utility relocation plans completed by Comcast. Coordinate with Comcast and provide recommended location of Comcast vault due to reduced R/W available behind sidewalk.

b. AT&T – Obtain and review as-built drawings from AT&T. Review final relocation plan prepared by AT&T. If conflict is determined to exist, coordination with AT&T and provide recommended location of AT&T facilities to be shown on their relocation plan.

c. MCI – Review MCI relocation plans. Coordinate with MCI for any conflicts with R/W and recommended location of MCI facilities with clarification of depths. Respond to MCI requests including R/W information and Project schedule.

d. PG&E – Review and show the locations of newly installed PG&E facilities. Coordinate with PG&E to verify location of new PG&E facilities to be shown on Project plans.

e. XO Comm – Review as-builts of existing facilities with pothole information provided by XO Communication. Determine if utility relocations are required based on changed field condition or new data received from utility owner.

f. Zayo – Review as-builts of existing facilities with mapped pothole information. Confirm the need for manhole adjustments. Determine if additional utility relocations are required based on changed field condition or new data received from Zayo.

g. Level 3 – Coordinate with Level 3 to obtain as-built drawings and show existing Level 3 facilities on plans.

h. Sobrato property fire service assemblies – Verify if two set of existing fire service assemblies with double check detector, post indicators, and fire department connection located adjacent to the existing driveways on Sobrato property are clear of the proposed construction limit.

i. Water and reclaimed water facility relocations such as service meters, valves, and fire hydrants shall be addressed in the project deliverables. Shut-downs impacting private properties shall be coordinated with owner and identified in bid documents.

2.11 Project Scope Confirmation Meeting

Attend a project meeting in person to discuss all findings in Task 2. Provide sketches for proposed design changes from the progress plan. Prepare meeting minutes, action items, and pending items tracking log.

Deliverables:

1. RFI for existing as-builts, reports and other project data
2. Clean Progress plans [11"x17" PDF]

3. Progress Plan Evaluation and Recommendations Memo [PDF]
4. Draft Geotechnical Engineering Study [PDF]
5. Caltrans Encroachment Permit Application [PDF]
6. Survey Data [electronic file]
7. Summary of utility coordination status
8. ROE request letter [MS Word]
9. Stormwater Management Plan (PDF)

Task 3: 60% Submittal

Consultant shall obtain City's written approval of the Progress Plan evaluation and recommendations memorandum and receive written directions from City on the scope of improvements to be included in the Project. After reaching confirmed scope, consultant shall begin preparation of the 60% submittal.

3.1 Respond to comments on the Progress Plans.

Prepare a Comment Response Form (CRF) to document each of City's and other agencies' comments on the cleaned-up Progress plans, Progress Plan Evaluation and Recommendations Memo. Prepare written response to each comment and submit the CRF to City. After discussion with the City and reaching an agreement on the disposition of each comment, the CRF will be updated to document the final status of each comment.

3.2 60% Plans, Specifications and Cost Estimate

Upon reaching an agreement with the City on status of the Progress Plan Evaluation and Recommendations Memo comments, the Consultant shall incorporate comments and prepare construction documents and cost estimates to 60% complete level. Construction documents including plans, details, technical specifications and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project.

Review City's current specifications and after discussion, recommend which Caltrans version to use for the Project. Once an agreement is reached with City on Caltrans specification version, consultant will prepare 60% technical specification, any modification of City standard specification and a bid item list and bid item description. City will prepare the front-end boiler plate specifications on bidding procedure and legal requirements.

Consultant shall prepare a pay item list and engineer's cost estimate shall be associated with the pay item list. The project has several funding sources and each funding source has restrictions on what it can pay.

Construction activities related to SVP facilities will be paid by SVP fund. The pay item list and engineer's cost estimate shall be segregated to assist City in determining budget required from each funding sources. Specifications shall include instruction to contractor on preparing invoices to facilitate payment from each funding source. Bid Item Codes will provide a segregated bid. A summary bid list as well as segregated bid lists for each funding source will be provided.

3.3 60% Design Memoranda

Prepare engineer's construction cost estimate to ensure that the proposed improvements are within the available construction budget. The construction cost estimate will be based on historical unit costs obtained from recent project near the project area as well as Caltrans' construction cost data. Consultant to provide cost calculation backup documents.

Document the adequacy of the design elements in the following design memoranda:

- Lighting calculation and memorandum
- Structural calculation and memorandum
- Stormwater treatment memorandum

3.4 Right-of-Way

Identify and delineate necessary temporary construction easements (TCE) required for the Project. Right of entry language will be included in all TCE addressing proposed construction activity. Prepare exhibits, and if needed plate and legal description for TCE at the following six (6) parcels: Sobrato parcel (APN 104-42-009, Sobrato parcel (APN 104-41-030) Dorcich Farms parcel, Zaton Farm parcel, Sunstone parcel and Iam parcel.

3.5 Permits

Prepare a draft encroachment permit application, including required attachments and support documents for City review and for City to submit to Caltrans.

3.6 QA/QC and Independent Review

Conduct an independent review of the 60% submittal, including PS&E and design calculation and memorandum, according to QA/QC manual accepted by City. The independent review also serves as an interdisciplinary review (IDR) to ensure each section of the contract documents is coordinated. The review comments as well as resolution of each comment will be documented in a CRF prepare for the independent review/IDR.

Deliverables:

1. CRF [PDF]
2. 60 Percent (60%) complete plans [PDF]
3. 60 Percent (60%) Technical Specifications and modified City Standard Specifications [PDF and native MS word].
4. 60 Percent (60%) Construction Cost Estimate [PDF with cost back-up and native MS Excel].
5. 60 Percent (60%) Project Schedule [PDF and native MS project].
6. 60 Percent (60%) Geotechnical Report [PDF]
7. 60 Percent (60%) Lighting Calculations [PDF]
8. 60 Percent (60%) Structural Calculations [PDF]
9. 60 Percent (60%) Stormwater Treatment Memorandum [PDF]
10. Summary of Utility Coordination Status
11. Caltrans Encroachment Permit application package.
12. Draft temporary construction easement and right of entry agreement exhibits, plates and legal descriptions of all impacted private properties.
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of 60% independent review, and associated CRF.

Task 4: 90% Submittal

CONSULTANT shall proceed with 90% design after receiving written confirmation from the City to proceed.

4.1 Respond to comments on 60% submittal.

Consultant to update the CRF to document each of the City's and other agencies' comments on 60% PS&E and design memoranda. Submit initial responses to each comment, then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching an agreement on the disposition of each comment, the Consultant shall update CRF to document the final status of each comment.

4.2 90% Plans, Specifications and Cost Estimate

Upon reaching an agreement with the City on status of the 60% submittal comments, the Consultant shall incorporate comments from the 60% submittal and prepare construction documents and cost estimates to 90% complete level. Construction documents including plans, details, technical specifications and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project.

4.3 Update project schedule for the entire work, including construction phase.

4.4 90% Design Memoranda.

Update the following design memoranda based on the 90% plans and specifications.

- Structural calculation
- Lighting calculation
- Stormwater treatment memorandum
- Geotechnical report

4.5 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action items and prepare pending item log.

4.6 Permits

Revise Caltrans encroachment permit application, including required attachments per City and Caltrans review comments.

4.7 TCE and ROE Documents and Assistance.

Assist the City in obtaining the necessary TCE's and ROE's necessary to construct the Project. Prepare exhibits, plates and legal descriptions. Provide guidance on acquisition and negotiation requirements.

Preparation of appraisals or negotiation and acquisition of rights are not included in this task. These services are under optional tasks if needed.

4.8 Advance utility coordination. Send 90% plans to utility owners potentially affected by the Project.

4.9 QA/QC and Independent Review.

Perform QA/QC tasks according to CITY approved QA/QC program manual, including an independent review. Provide a certification of independent review on the company letter head, dated, and signed. Independent review engineer's electronic stamp and signature are acceptable. The certification should be addressed to the assigned CITY project manager. The independent review also serves as an Interdisciplinary Review (IDR).

Deliverables:

1. CRF [PDF]
2. 90 Percent (90%) complete plans [PDF]
3. 90 Percent (90%) Technical Specifications and modified City Standard Specifications [PDF and native MS word].
4. 90 Percent (90%) Construction Cost Estimate [PDF with cost back-up and native MS Excel].
5. 90 Percent (90%) Project Schedule [PDF and native MS project].

6. 90 Percent (90%) Geotechnical Report [PDF]
7. 90 Percent (90%) Lighting Calculations [PDF]
8. 90 Percent (90%) Structural Calculations [PDF]
9. 90 Percent (90%) Stormwater Treatment Memorandum [PDF]
10. Summary of Utility Coordination Status
11. Caltrans Encroachment Permit application package.
12. Draft temporary construction easement and right of entry agreement exhibits, plates and legal descriptions of all impacted private properties.
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of 90% independent review.

Task 5: 100% Submittal

CONSULTANT shall proceed with preparation of the 100% design after receiving written confirmation from the City to proceed.

5.1 Respond to Comments on 90% submittal.

Consultant to update the CRF to document each of the City's comments and other agencies' comments on 90% PS&E and design memoranda. Submit initial responses to each comment, then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching an agreement on the disposition of each comment, the CRF will be updated to document the final status of each comment.

5.2 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action item and update pending item log.

5.3 100% Plans, Specifications and Cost Estimate

Upon reaching an agreement with the City on status of the 60% submittal comments, the Consultant shall incorporate comments from the 90% submittal and prepare construction documents and cost estimates to 100% complete level. Construction documents including plans, details, technical specifications, and modified CITY standard specification necessary to complete the work described, integrate all work with all other elements of the project. 100% submittal plans shall be stamped, and signed.

5.4 Update project schedule for the entire work, including construction phase.

5.5 100% Design Memoranda.

Prepare the following final design memoranda based on the 100% plans and specifications.

- Structural calculation

- Lighting calculation
- Stormwater treatment memorandum
- Geotechnical report

5.6 Caltrans Encroachment Permit

Incorporate Caltrans' review comment. Prepare the Encroachment Permit Application package for the City to submit to Caltrans.

5.7 TCE and ROE Documents and Assistance.

Prepare final TCE and ROE, exhibits or plats and legal descriptions necessary to construct the Project. Incorporate CITY review comments and property owners' comments on the draft temporary construction easement and right of entry agreement exhibits, plates and legal description for all impacted private properties.

5.8 QA/QC and Independent Review.

Perform QA/QC tasks according to CITY approved QA/QC program manual, including an independent check. A statement to indicate independent review has been performed for each discipline and signature of the engineer who performed it shall be added to the Plans Cover Sheet. Electronic stamp and signature are acceptable. Provide a certification of independent review on the company letter head, dated, and signed. Independent review engineer's electronic stamp and signature are acceptable. The certification should be addressed to the assigned CITY project manager.

5.9 Finalize utility coordination and incorporate into construction documents.

Deliverables:

1. Comment Response Form (CRF) [PDF and MS Word or Excel].
2. 100 Percent (100%) complete plans [PDF with electronic signature].
3. 100 Percent (100%) technical Specifications and modified City Standard Specifications [PDF files with electronic signature and native MS word files].
4. 100 Percent (100%) Construction Cost Estimate [PDF with cost back-up and native MS excel file].
5. 100 Percent (100%) Project Schedule [PDF files and native MS project file].
6. Caltrans Encroachment Permit application package with all necessary supporting documentation for the CITY to obtain permits.
7. 100 Percent (100%) Geotechnical Report [PDF with electronic signature]
8. 100 Percent (100%) Lighting Calculations [PDF with electronic signature]

9. 100 Percent (100%) Structural Calculations [PDF with electronic signature]
10. 100 Percent (100%) Stormwater Treatment Memorandum [PDF with electronic signature]
11. Final temporary construction easement and right of entry agreement exhibits, plates and legal descriptions for all impacted private properties.
12. Summary of Utility Coordination Status
13. Meeting minutes and pending item log.
14. QA/QC report and signed certification of independent review.

Task 6: Bid Documents

Consultant shall proceed with preparation of the Bid Documents after receiving written confirmation from the City to proceed.

6.1 Respond to Comments on 100% submittal

Consultant to update the Comment Response Form (CRF) to document each of the City's comments and other agencies' comments on 100% PS&E and design memoranda. Submit initial responses to each comment and then meet with the City to discuss any comments that requires agreement on the Consultant's proposed resolution. After discussion with the City and reaching agreement on the disposition of each comment, the CRF will be updated and finalized to document the final status of each comment.

6.2 Attend one (1) design coordination meeting with CITY personnel. Record meeting minutes, action item and update pending item log.

6.3 Prepare Bid Documents.

Consultant shall prepare final bid documents, which include the plans, technical specifications, modified CITY standard specification, engineer's estimate and project schedule, necessary to complete the Work described. Incorporate all comments from the 100% submittal to bid documents based on agreed upon dispositions. The plans are to be signed and sealed by the responsible engineer for each plan. The signature page of the specifications will be signed and sealed for each discipline. The cover page of the plans is to include signature of the independent reviewers.

6.4 Coordinate with and provide information to Caltrans and other permitting agencies for their issuance of Caltrans encroachment permit and other necessary permits.

6.5 The submittal will include a quality control review according to the quality control plan.

Deliverables:

1. Comment response form, meeting minutes and pending item log. [PDF file and in native MS word or excel format].
2. Bid Plans [PDF files with electronic signatures for all sheet except cover page, 1 hard copy wet signed cover page, AutoCAD files,].
3. Bid Specifications [PDF files with electronic signature, MS Word file]
4. Engineer's Cost Estimate [PDF files, MS Excel with cost back-up]
5. Caltrans Encroachment Permit Application and all supporting documents.
6. Project Schedule [PDF file, MS Project].
7. Summary of Utility Coordination Status.
8. Lighting calculations and structural calculations are assumed to be final at 100% submittal. Calculations (lighting, structural, or others) to be included in bid document submittal only if the calculations contain changes not included in 100% submittal.
9. Geotechnical report is assumed to be final at 100% submittal. Geotechnical report to be included in bid document submittal only if the report contains changes not included in 100% submittal.
10. QA/QC report and signed certification of independent review.

Task 7: Bidding and Award Assistance

Consultant shall:

7.1 Assist City by providing names and contact information for contractors in the area who may be interested in bidding this project.

7.2 Pre-Bid Meeting

Contribute material for pre-bid meeting presentation, present the material and attend the pre-bid meeting. The pre-bid meeting will be coordinated and hosted by the City.

7.3 Assist City with responses to bidder's inquiries through City's Project Manager, and assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

7.4 Assist City with bids review and provide recommendations for award.

Deliverables:

1. Written responses to bidder's inquiries [electronic copy in MS word].
2. Support information for addenda [one signed original hard copy, and electronic copy in PDF format].

Task 8: Construction Phase Assistance

CONSULTANT's responsibility to provide basic services for the construction phase under this agreement commences with the "Notice to Proceed" (NTP) of the contract for the construction and terminates on the date the City Council approves the acceptance of the PROJECT.

8.1 Up to two (2) Consultant staff to attend the pre-construction meeting, which will be coordinated and hosted by the City.

8.2 Attend meetings and visit the site when necessary as determined and requested by City during construction phase. Twenty (20) site visits, at a total of 40 hours included.

8.3 Assist with utility coordination.

8.4 Review and approve Contractor's submittals for conformance to the plans and specifications. Submittals includes shop drawings, product data, substitution requests, and samples.

8.5 Review Contractor's request for information (RFI) and furnish additional drawings and/or specifications for supplementing, clarifying, and /or correction purposes.

8.6 Assist City in evaluating the merit of contractor's Change Order Requests, and preparing Change Orders, if needed.

8.7 Total 240 hours included for tasks 8.4, 8.5 and 8.6.

Deliverables:

1. Responses to RFI [electronic file].
2. Review results of contractor submittal/shop drawings. [electronic file]
3. Field reports, construction visit notes and photographic record by CONSULTANT and sub-consultants. [electronic file]
4. Furnish additional drawings and/or specifications for supplementing, clarifying, and /or correction purposes and for change orders.
5. Change orders as required. [electronic file]

Task 9: Record Drawings and Project Close-out

The CONSULTANT shall:

9.1 Attend one (1) inspection meeting to conduct preliminary observation and prepare a Final Inspection Report including a punch list. (1 inspection meeting and 1 punch list included in allowance).

9.2 Assist the City with preparation of close-out documents, which includes assisting the City in preparing the punch list verification, Notice of Substantial Completion affirming the project is sufficiently complete. This

commences the warranty period, transfers insurance responsibility for the project area from the contractor to the CITY.

9.3 Assist the city with preparing Issuance of Notice of Final Completion (filing will be by CITY).

9.4 At completion of the PROJECT Consultant shall prepare record drawings that reflect the changes to the work during construction based upon any issued ASI's or other documents issued by the Consultant and upon marked up prints, drawings, and other data furnished by the Contractor and CITY. If the CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. CONSULTANT shall provide CITY a complete set of record drawings in PDF and AutoCAD format. CONSULTANT may at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

1. Final inspection report including Issues Punch List. [PDF and MS Word]

2. Record drawings in 22" x 34" size on CD/DVD in PDF and AutoCAD format.

Task 10: Optional Services

10.1 Geotechnical Field Exploration

Drill and collect subgrade soil samples from up to 7 locations distributed along the proposed roadway widening and repair work. City will provide encroachment permit (no fee) for the field work. Traffic control shall be provided by the Consultant for the field exploration work as per City permit conditions. The bore holes shall be back filled with cement grout or cold patch AC. R-value tests shall be conducted by Consultant on samples collected from the drilling work. This data is to be used in the pavement design. The following is included in this task:

a. Obtain a City of Santa Clara encroachment permit (assumed no fee).

b. Mark out the borings in white paint and call in USA North Utility Notification a minimum of 72 hours before the start of the field work.

c. With traffic control in place, drill up to seven soil borings using solid flight augers to completion depths of 10 feet below current grades. Because these are less than 45 feet deep, no boring permit from Santa Clara Valley Water Authority is required.

d. The existing asphalt concrete (AC) and any identified base material will be measured where penetrated with borings. All borings will be backfilled with lean cement, and the soil cuttings drummed and

disposed of off-site. All penetrations in the asphalt will be patched with SET45 dyed black, patching and repair mortar.

e. Sampling will be performed using driven split barrel samplers following the Standard Penetration Test (ASTM D1586). Bulk samples will be retrieved from the auger cuttings as the drilling advances.

f. Recovered representative samples will be visually classified and tested to better determine the engineering characteristics of the soils. At this time the testing is anticipated to consist of Atterberg Limits, gradation, R-value, and optimum moisture content/maximum dry density (Modified Proctor). The actual test schedule will be prepared after the samples are collected.

One (1) day of fieldwork is assumed.

10.2 Pothole

Consultant will prepare a potholing plan and submit it to the City for approval. Upon receiving City approval, Consultant will conduct up to thirty (30) potholes to locate existing underground utilities.

10.1.a through 10.1.d shall also apply to pothole work.

10.3 As-Needed Construction Support

Consultant to provide as-needed support at City's request during construction. Consultant shall only perform work under this task with City's written request.

Deliverables:

1. Results of Geotechnical Field Exploration (to be included in Geotechnical Engineering Study).
2. Potholing Plan.
3. Potholing Data (to be included in Utility Plans and Utility Report).

IV. SCHEDULE

Milestones	Duration	Due date
Notice to Proceed	1 day	July 10, 2019
Confirm Project Scope	3 months	October 10, 2019
60% Submittal	3.5 months	January 24, 2019
90% Submittal	3.5 months	May 8 , 2020
100% Submittal	1.5 months	June 22, 2020
Bid Document Submittal	1.5 months	August 7, 2020

Due dates shall shift based on actual NTP date and durations in the schedule.

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $930,233, plus any authorized Reimbursable Expenses, which shall not exceed $1,500. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $96,267. In no event shall the amount billed to City by Consultant for services under this Agreement exceed $1,028,000, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice in a format approved by City and subject to verification and approval by City. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to services rendered. The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate remaining budget from completed Tasks to additional services. The total amount of all the Tasks is a not-to-exceed amount. Figures in table below include subconsultants' costs and their markup, but exclude reimbursable expenses.

Task	Description	Task subtotal
1	Project Management	$ 63,593
2	Pre-Design Investigation and Project Scope Confirmation	$ 137,316
3	60% Submittal	$ 201,251
4	90% Submittal	$ 165,205
5	100% Submittal	$ 113,237
6	Bid Documents	$ 36,914
7	Bidding and Award Assistance	$ 18,738
8	Construction Phase Assistance	$ 57,785
9	Record Drawings and Project Close Out	$ 34,365
10	Optional Services	
	10.1 Geotechnical Exploration	$ 34,120
	10.2 Pothole	$ 24,710
	10.3 As-Needed Construction Support	$ 43,000
TOTAL		**$ 930,233**

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed $1,500 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel expenses (travel time and mileages)
- Local and Long Distance Telephone (landline, mobile) and Fax Expenses
- US Mail
- Copying and Plotting Cost

Reimbursable Expenses may include:

- Outside Duplicating Cost for Plans and Reports
- Presentation Materials
- Delivery, Courier Services when requested by City.

All other reimbursable costs shall be approved in advance by City in writing.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $96,267 without approval by the City.

V. RATE SCHEDULE

Labor Categories and Billing Rates. Rates shown are rates per hour.

WRECO

Billing Classifications	Rates
Principal Engineer	$270
Supervising Engineer	$230
Senior Engineer	$180
Associate Engineer	$120
Staff Engineer	$95
Senior Technician/CADD	$90
Administrator/Clerical/Tech Editor	$80

Subconsultants are billed at rates below plus 10% markup. Markup is limited to 10% maximum.

CSG Consultants

Billing Classifications	Rates
Principal Engineer	$220
Senior Engineer	$190
Associate Engineer	$165
2-Man Survey Crew	$320

Gates + Associates

Billing Classifications	Rates
Principal	$180
Associate Principal	$160
Senior Associate	$140
Irrigation	$145
Job Captain	$125

Kimley-Horn

Billing Classifications	Rates
Sr. Engineer IV	$270
Engineer IV	$195
Engineer III	$165
Engineer II	$140
Analyst II	$125
Admin	$85

Associated Right of Way Services

Billing Classifications	Rates
Principal Consultant	$225
Consultant II	$130
Right of Way Tech	$80
Appraiser I	$175

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.

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 one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 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).

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. 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 one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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.

F. 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.

G. 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.

H. 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 Department of Public Works
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

I. 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 ADDENDUM

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. 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 Addendum 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 Addendum.

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.

Ebix Insurance No. _____

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WRECO
FOR
GREAT AMERICA PARKWAY AND MISSION COLLEGE BOULEVARD
INTERSECTION IMPROVEMENTS

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and WRECO, a California corporation ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and WRECO for Great America Parkway and Mission College Boulevard Intersection Improvements, dated August 29th, 2019 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Consultant provide engineering design services for the Great America Parkway and Mission College Boulevard Intersection Improvements, and the Parties now wish to amend the Agreement to update the current 60% plans to meet the parameters made by the City Traffic Engineer in January 2022.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. AMENDMENT PROVISIONS

Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

"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 July 17, 2019 and terminate on December 31, 2025."

2. AMENDMENT PROVISIONS

Section 6 of the Agreement, entitled “Compensation and Payment” is amended to read as follows:

“In consideration for Consultant’s complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled “SCHEDULE OF FEES.” The maximum compensation of this Agreement is One Million Four Hundred Nine Thousand Six Hundred and Twenty-Nine dollars ($1,409,629), 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.

All work performed or materials provided in excess of the maximum compensation shall be at Consultant’s expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.”

3. AMENDMENT PROVISIONS

The Section II (Background and Project) of Exhibit A (Scope of Services) is amended to read as follows:

“Increasing traffic volume in the City necessitates a third left turn lane on westbound MCB to GAP. Street widening is to be achieved by reducing existing median island width and moving existing sidewalks further out to create space needed for additional turning lanes at the intersection. Intersection and street improvements also include ADA improvements within the project area, new traffic signal, reconstructed curb returns, new streetlights, a combination of pavement overlay and pavement reconstruction, modifications to the existing storm drain system and other utilities, and Silicon Valley Power (SVP) electrical and fiber facilities improvements.

The progress plans, dated February 20, 2014, prepared by the original designer with City’s review comments was used as a starting point in the agreement. With the City traffic engineer revising the layout parameters in 2022, additional services are requested from the Consultant to complete the redesign, restarting from the previous 60% submittal.”

4. AMENDMENT PROVISIONS

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.3 (Preparation of Cleaned-up Plans) after the first paragraph of the Original Agreement:

“The City will take responsibility for the new layout and road alignments which includes traffic analysis at the GAP/MCB intersection and providing minimum

truck sizes to use for turning movements based on the provided roadway layout alternative."

5. AMENDMENT PROVISIONS

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.4 (Bus Duckout Evaluation) of the Original Agreement:

"The City will coordinate with VTA on the elimination/redesign of bus pull-outs for the Project."

6. AMENDMENT PROVISIONS

The first paragraph of Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.9 (Permits and Agreements) of the Original Agreement is amended to read as follows:

"Consultant shall prepare a Caltrans Encroachment Permit to allow the project to conduct roadway improvements within the state right of way. It is assumed this will be done through the DEER process. Any additional requirements by Caltrans will be considered outside the scope of work. Application fee, if any, will be paid by City directly. The City will continue to be the point of contact with Caltrans (encroachment permit) and property owners (right of entry/temp easements)."

7. AMENDMENT PROVISIONS

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.10.1a (Utility Design and Coordination) of the Original Agreement:

"The City and SVP will provide all relevant updates on the latest infrastructure and design standards for SIC/fiber, signals, and street lighting prior to starting the 60% design."

8. AMENDMENT PROVISIONS

The following subtask is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation) of the Original Agreement:

"2.12 Traffic Analysis

The City has performed a traffic analysis to justify the roadway alternative (including lane reductions, lane width reductions, bike and bus lane widths) and

will provide to the Consultant. Consultant takes no responsibility for the traffic analysis, lane reductions, reduced traffic storage lengths and lane alignments."

9. AMENDMENT PROVISIONS

The first paragraph of Exhibit A (Scope of Services), Section III (Scope of Work), Task 4 (90% Submittal) of the Original Agreement is amended to read as follows:

"CONSULTANT shall proceed with the 90% design after receiving written confirmation from the City to proceed. The City will provide one set of complete, consolidated, and non-conflicting comments from the City prior to commencing on the 90% design, 100% Design and Final Design. Any comments received after the comment resolution matrix is finalized will be addressed at the following design stage. If the City choses to include a second set of comments, this work will be covered under additional services."

10. AMENDMENT PROVISIONS

The table under Exhibit A (Scope of Services), Section IV (Schedule) is amended to read as follows:

Milestones	Duration	Due date
Notice to Proceed	1 day	*July 10, 2019*
Confirm Project Scope	3 months	*October 10, 2019*
Notice to Proceed (2022 Redesign)	1 day	August 17, 2022
60% Submittal	2 months	October 21, 2022
90% Submittal	5 months	March 17, 2023
100% Submittal	3 months	June 23, 2023
Bid Document Submittal	2 months	September 1, 2023

This adjusted timeline includes City review time (25 days for 60% review, 25 days for 90% review and 10 days for Final review) and should this review time extend beyond the allocated days the overall project will be extended accordingly.

11. AMENDMENT PROVISIONS

The first paragraph of Exhibit B, Section I (General Payment) of the Original Agreement is amended to read the following:

"The Total payment per the original Agreement was set not to exceed $1,028,000, which includes pre-approved additional services to the sum of $96,267. As the project was halted to facilitate the redesign of the intersection per the City Traffic Division, the total remaining budget available from the original agreement is $357,933. To facilitate the redesign of the Project, the total

redesign payment to the Consultant for Basic Services (and optional services) shall not exceed $290,914. The amount billed to the City for pre-approved Additional Services for the redesign shall not exceed the sum of $90,715. In no event shall the amount billed to the City by consultant for redesign services under this Agreement exceed $381,629, subject to budget appropriations."

12. AMENDMENT PROVISIONS

The following paragraph is added Exhibit B, Section II (Basic Services) of the Original Agreement:

"Rates shall be per the attached standard hourly rate sheets through December 31, 2023. On January 1, 2024, Rates may be adjusted as described herein. The adjustment of rates shall be submitted by CONSULTANT and agreed in writing by City prior to any adjustment being made. The adjusted Rates shall be no more than the percentage difference between the Consumer Price Index (CPI) of January of the preceding year and the CPI as may be available nearest to and in advance of the month and year in which the adjustment is made and shall be capped at a maximum of 3% for each adjustment per year. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar."

13. AMENDMENT PROVISIONS

The table under Exhibit B, Section II (Basic Services) of the Original Agreement is amended and replaced as:

Task	Description	Payments to date	Remaining balance	Redesign cost
	Basic Services			
1	Project Management	$ 54,097	$ 9,496	$ 41,374
2	Pre-Design Investigation Project Scope & Confirmation	$ 173,136	$ 0	$ 0
3	60% Submittal	$ 200,586	$ 665	$ 144,928
4	90% Submittal	$ 204,778	$ 21,519	$ 132,637
5	100% Submittal	$ 0	$ 113,237	$ 101,612
6	Bid Documents	$ 0	$ 36,914	$ 36,968
7	Bidding and Award Assistance	$ 0	$ 18,738	$ 19,300
8	Construction Phase Assistance	$ 0	$ 57,785	$ 59,519
9	Record Drawings and Project Close Out	$ 0	$ 34,365	$ 35,396
10	Optional Services			
	10.1 Geotechnical Exploration	$ 0	$ 0	$ 0
	10.2 Pothole	$ 81,090	$ 14,541	$ 70,059
	10.3 As-Needed Construction Support	$ 0	$ 0	$ 0
Basic Services Subtotal		**$ 705,888**	**$ 350,879**	**$ 641,793**
Reimbursable Expenses		$ 0	$ 1,500	$ 1,500
Additional Services		$ 0	$ 5,554	$ 96,269

Total	**$ 705,888**	**$ 357,933**	**$ 739,562**
	Additional redesign cost		**$ 381,629**

14. AMENDMENT PROVISIONS

The tables under Exhibit B, Section V (Rate Schedule) of the Original Agreement have been amended to read the following:

WRECO

Billing Classifications	Rates
Principal Engineer	$278
Supervising Engineer	$237
Senior Engineer	$185
Associate Engineer	$124
Staff Engineer	$98
Senior Technician/CADD	$93
Administrator/Clerical/Tech Editor	$82

Subconsultants are billed at rates below plus 10% markup. Markup is limited to 10% maximum.

CSG Consultants

Billing Classifications	Rates
Principal Engineer	$240
Senior Engineer	$205
Associate Engineer	$180
2-Man Survey Crew	$340

Gates + Associates

Billing Classifications	Rates
Principal	$185-200
Associate Principal	$165-185
Senior Associate	$145-165
Senior Irrigation	$180-200
Job Captain	$135-145

Kimley-Horn

Billing Classifications	Rates
Sr. Engineer IV	$180-210
Engineer IV	$280-300
Engineer III	$155-185
Engineer II	$140-160
Analyst II	$120-135
Admin	$95-110

15. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WRECO
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: (to be filled in by City staff)
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc

22-536 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Ordering the Vacation of an Electric Easement and Wire Clearance Easement at 2690 Scott Boulevard

COUNCIL PILLAR
Promote and Enhance Economic, Housing, and Transportation Development

BACKGROUND
On November 8, 2013, the Architectural Committee approved the construction of a 20,219 SF office building (Project) at 2690 Scott Boulevard (Property) for Botham Construction (Owner). The Project was conditioned to vacate the existing electric and wire clearance easements on the Property as they conflict with the new building footprint. A conditional building permit release was issued on November 8, 2013 to allow for the issuance of the building permit with the condition that the easement be vacated prior to final building inspection or occupancy. For reasons unknown, the building permit was finalized, and the easements were not vacated. The Owner completed the construction of the Project in 2014 and a new underground electrical easement was dedicated to serve the site. On November 1, 2021, the Owner reached out to the City to request the outstanding easement be vacated as a cleanup item for their property.

DISCUSSION
Due to the redevelopment of the Property, the existing electric easement and wire clearance easement encumbering the Property have been relocated or determined to be excess, and these easements are no longer necessary. The Owner has requested that the City vacate the subject easements to clear these unnecessary encumbrances on the Property. Any relevant facilities previously within said easement have been removed or abandoned. Silicon Valley Power, the only agency having an interest in the easements, concurs that these easements are eligible to be vacated. Staff has reviewed this proposal and found that these easements are no longer necessary for public purposes and therefore recommend that they be vacated according to subsection C of California Streets and Highways Code Section 8333.

ENVIRONMENTAL REVIEW
The action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15332, In-fill Development Projects.

FISCAL IMPACT
There is no additional cost to the City other than staff time and expense.

COORDINATION
This report has been coordinated with the City Attorney’s Office and Silicon Valley Power.

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

1. Adopt a Resolution Ordering the Vacation of an Electric Easement and Wire Clearance Easement at 2690 Scott Boulevard [APN 224-10-131 (2021-22); SC 21-0014]; and
2. Authorize the recordation of the Resolution.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Resolution

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]**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ORDERING THE VACATION OF AN ELECTRIC EASEMENT AND WIRE CLEARANCE EASEMENT AT 2690 SCOTT BOULEVARD [APN 224-10-131 (2021-22)]

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara currently possesses the Electric Easement and Wire Clearance Easement described in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Easements were dedicated by those certain documents as mentioned in said Exhibits; and,

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

(a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That said Easements shown in said Exhibits have been superseded by relocation, or determined to be excess by the easement holders, and there are no other public facilities located within the easements.

2. That said Easements described and shown in said Exhibits in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.

3. That the vacation hereby releases all easement rights and interest of the City referred in said Exhibits to the current property owner(s).

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4. 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 _____, 2022, 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. Exhibits A and B

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EXHIBIT 'A'

LEGAL DESCRIPTIONS TO ACCOMPANY VACATIONS OF PUBLIC EASEMENTS
IN THE CITY OF SANTA CLARA

THAT CERTAIN 10' (TEN) WIDE EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPLACING UNDERGROUND CONDUITS AND / OR OVERHEAD WIRES, CABLES AND LINES SUSPENDED FROM CROSSARMS AND POLES SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS DESCRIBED AND DESIGNATED **PARCEL A** IN THAT CERTAIN INSTRUMENT RECORDED JUNE 6, 1966 IN BOOK 7402, AT PAGE 279, IN THE OFFICIAL RECORDS OF SAID COUNTY.

THAT CERTAIN 5' (FIVE) WIDE WIRE CLEARANCE EASEMENT FOR THE PURPOSE OF PROVIDING CLEARANCE FOR, AND FROM, WIRES, CABLES, CONDUITS AND APPURTENANCES THERETO ON ANY CONTIGUOUS ELECTRIC UTILITY EASEMENT, AS DESCRIBED AND DESIGNATED **PARCEL 1** IN THAT CERTAIN INSTRUMENT RECORDED JUNE 6, 1966 IN BOOK 7402, AT PAGE 279, IN THE OFFICIAL RECORDS OF SAID COUNTY.

THAT CERTAIN 5' (FIVE) FOOT WIDE WIRE CLEARANCE EASEMENT FOR THE PURPOSE OF PROVIDING CLEARANCE FOR, AND FROM, WIRES, CABLES, CONDUITS AND APPURTENANCES THERETO ON ANY CONTIGUOUS ELECTRIC UTILITY EASEMENT, AS DESCRIBED AND DESIGNATED **PARCEL 2** IN THAT CERTAIN INSTRUMENT RECORDED JUNE 6, 1966 IN BOOK 7402, AT PAGE 279, IN THE OFFICIAL RECORDS OF SAID COUNTY.

AS SHOWN ON **EXHIBIT 'B'** (PLAT) ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTIONS

THESE LEGAL DESCRIPTIONS WERE PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

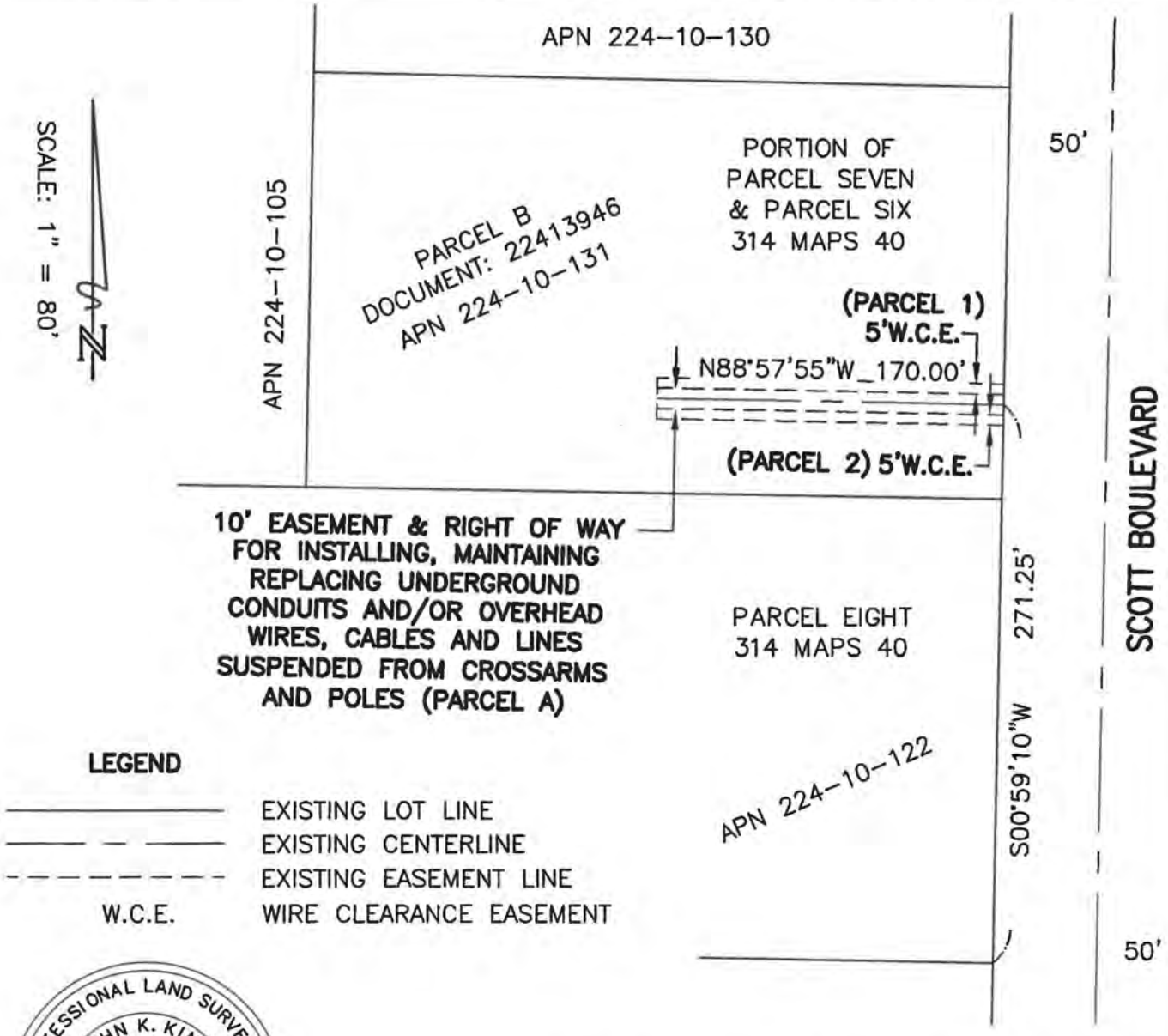
John K. King

JOHN K. KING
P.L.S. 6809

10/15/21
DATE

EXHIBIT 'B'

PLAT TO ACCOMPANY VACATIONS OF PUBLIC EASEMENTS IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA BEING A PORTION OF PARCELS SIX AND SEVEN AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 314 OF MAPS, AT PAGE 40, SANTA CLARA COUNTY RECORDS.



LEGEND

———	EXISTING LOT LINE
——— – ———	EXISTING CENTERLINE
- - - - - - -	EXISTING EASEMENT LINE
W.C.E.	WIRE CLEARANCE EASEMENT

PROFESSIONAL LAND SURVEYOR
JOHN K. KING
6809
STATE OF CALIFORNIA

NOTE: ALL EASEMENTS SHOWN WERE GRANTED FROM GRESHAM TO THE CITY OF SANTA CLARA BY DEED RECORDED JUNE 6, 1966 IN BOOK 7402, AT PAGE 279, IN OFFICIAL RECORDS OF SANTA CLARA COUNTY. (AS PARCEL A, PARCEL 1 AND PARCEL 2)

John K. King, P.L.S.

10-15-21
Date

JN 13007

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY ST. | GILROY, CA 95020
408.842.2173

22-662 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on Award of a Purchase Order to American Truck & Trailer Body Co. for Automated Valve Operators and Installation Services

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Water & Sewer Utilities Department (Department) delivers potable water to approximately 26,000 residential, commercial, and industrial customers. In doing so, Department staff maintains, rehabilitates, repairs, or replaces approximately 335 miles of potable water mains throughout the City. These water mains are controlled by valves that can control, direct and regulate water flow in pipes.

The valve turning equipment is used to exercise main line valves throughout the distribution system to assure reliable operation and maintain water quality. It is used during routine water main replacement and emergency main breaks to stop water flow to the segment(s) being replaced. During an emergency main break, the valve turning equipment will play the vital role of stopping the flow of water, thereby mitigating property damage in the area. This equipment will make the process safer and more efficient. Having multiple pieces of equipment provides the redundancy necessary in a water distribution system.

DISCUSSION
Pursuant to City Code Section 2.105.330, a formal Request for Bids (RFB) was conducted as the solicitation method for this procurement, with the award recommendation based on the “lowest bid”.

In April 2022, the RFB for the purchase and installation services of three (3) automated valve operators was issued using the City’s e-procurement platform. A total of 16 companies viewed the RFB and one bid was received as follows:

Bidder	Total Base Bid
American Truck & Trailer Body Co. (AT&TBC)	$156,844

In addition to the automated bid notifications sent to potential bidders through the e-procurement platform, staff reached out to firms in the industry.

Staff recommends award of purchase order to AT&TBC as the sole bidder meeting all RFB specifications and requirements.

Under this purchase order, AT&TBC will provide and install three (3) automated valve operators onto the front of City vehicles. Pricing shall be fixed for the one-year term of the purchase order.

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)(2) in that the proposed actions are agreements for the purchase of products and services that are continuing maintenance and administrative activities.

FISCAL IMPACT

There is sufficient budget in the Water Utility Fund of the Water & Sewer Utilities Department's FY 2022/23 adopted operating budget to cover the costs of this purchase order ($156,844) and a recommended 10% contingency amount ($15,684).

COORDINATION

This report has been coordinated with the Fleet Division of Public Works Department, 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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute a Purchase Order with American Truck and Trailer Body Co. for the purchase and installation of three (3) automated valve operators, with a maximum compensation of $156,844 plus applicable taxes for a one-year term; and
2. Authorize the City Manager to execute change orders for a not-to-exceed contingency amount of $15,684 in the event any unforeseen changes arise, subject to the appropriation of funds.

Reviewed by: Gary Welling, Director of Water & Sewer Utilities
Approved by: Rajeev Batra, City Manager

22-900 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 2610 El Camino Real from September 17, 2022 through December 24, 2022

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The applicant, Holly Prinz of ABC Tree Farms, LLC, is requesting a Special Permit pursuant to Zoning Code Section 18.60.030 to allow seasonal Pumpkin Patch and Christmas Tree sales events located at 2610 El Camino Real (the Moonlite Shopping Center). The property is zoned for commercial use (Community Commercial). The Community Commercial zoning district does not identify outdoor seasonal sales events as a use permitted by right or through issuance of a Use Permit. However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The site is developed with commercial uses. Neighboring land uses include Saratoga Creek, multi-family residential, and commercial development.

The Pumpkin Patch sales event is proposed to begin on September 17, 2022 and end on October 31, 2022, with setup commencing on September 1, 2022 and the breakdown of the setup to be completed by November 10, 2022. The Christmas Tree sales event will begin on November 19, 2022 and end on December 24, 2022, with setup commencing on November 10, 2022 and the breakdown of the setup to be completed by December 31, 2022. The hours of operation for the Pumpkin Patch will be 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 10:00 a.m.-10:00 p.m., Friday and Saturday. The hours of operation for the Christmas Tree lot will be 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m.-9:30 p.m., Friday and Saturday.

The proposed Pumpkin Patch sales event would include temporary tents, children's inflatable entertainment units, a dumpster area, and a storage container. The Christmas Tree sales event would include similar temporary facilities. Power will be supplied by Silicon Valley Power. The property is owned by Moonlite Associates LLC, which has provided written authorization for the temporary use.

DISCUSSION
The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period

and will be subject to conditions which mitigate potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public or private nuisance. Any possible impacts would also be offset by the benefit to the community from the event. The Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

The proposed project will allow the purchase of pumpkins and trees for the surrounding community. The proposed use could impact the availability of parking to support the host shopping center. However, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

Draft Permit and Conditions

The proposed permit would be subject to conditions of approval as follows:

1. Special Permit shall be valid from September 17, 2022 through December 24, 2022; with set-up beginning on September 1, 2022, and breakdown/clean-up to be completed by December 31, 2022, with the following sales allowances:
    a. Pumpkin Patch sales: September 17, 2022 through October 31, 2022;
    b. Christmas Tree sales: November 19, 2022 through December 24, 2022;
2. Pumpkin Patch hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 10:00 a.m.-10:00 p.m.;
3. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.-9:30 p.m.;
4. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
5. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
6. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
7. There shall be no “searchlight” beams, streamers, or roof-mounted balloons during the events;
8. Upon conclusion of the Christmas Tree sales events, the parking lot shall be cleaned and returned to its prior condition; and
9. The use shall operate in a manner that does not create a public or private nuisance.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15304(e) (Class 4 - “Minor Alterations to Land”) as it consists of “minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.”

FISCAL IMPACT

There is no cost to the City 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 <mailto:clerk@santaclaraca.gov>. or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the request of a Special Permit to allow for seasonal Pumpkin Patch and Christmas Tree sales events at 2610 El Camino Real from September 17, 2022 through December 24, 2022, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. ABC Tree Farms 2610 El Camino Real Operations Plan
2. Pumpkin Patch Site Plan
3. Christmas Tree Site Plan

SClay Management, Inc.

May 23, 2022

ABC Tree Farms, LLC
2464 El Camino Real Ste 934
Santa Clara, CA 95051

Re: Letter Agreement between Moonlite Associates LLC and ABC Tree Farms, LLC, a California limited liability company

To Whom It May Concern:

In consideration of your covenants set forth below, Lessor agrees to your temporary lease of a portion of Moonlite Shopping Center as described herein.

(1.) The leased area herein ("Leased Area") is located in the parking lot of Moonlite Shopping Center in Santa Clara, California and further outlined in red on Exhibit "A" attached hereto. The Lessor is MOONLITE ASSOCIATES LLC and the Lessee is ABC TREE FARMS, LLC.

(2.) The term of this lease is August 16, 2022 through December 31, 2022.

(a.) In the event **Licensee** is unable to obtain the necessary permits to operate its planned business upon the property from the City of Santa Clara, or any other government agency that requires **Licensee** to obtain a permit, **Licensee** shall advise **Licensor** in writing of such denial of the needed permit and the License Agreement shall be terminated at such time. **Licensee** shall be entitled to the unused portion of the rent payment made in advance.

(3.) Rent shall be in the sum of FIVE THOUSAND AND 00/100 ($5,000.00) per month payable beginning September 1, 2021. With payment for August 2022 of TWO THOUSAND AND 00/100 ($2,500.00) . Please remit the first month's rent upon the execution of this Letter Agreement.

(4.) The Leased Area shall be used for the purpose of a Pumpkin Patch and Christmas Tree Farm, selling pumpkins, trees and seasonal fruits.

(5.) Lessee shall lease the Leased Area in an "as is" condition.

(6.) Tenant shall surrender Premises to Owner in good order, condition and repair, with all personal property removed, and Area shall be left in a "BROOM-CLEAN" condition.

(7.) Lessee covenants and agrees that:

(a.) Lessee shall provide an insurance certificate naming MOONLITE ASSOCIATES LLC, as additional insured, specifying Moonlite Shopping Center, as the location with a comprehensive general liability amount of $2,000,000.

(b.) Lessee agrees to defend, indemnify and hold Lessor harmless from any damage or liability of any kind arising out of any injury to or death of persons or damage to the property of Lessee, Lessor or any other person or entity which occurred during the term of this Letter Agreement, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the leased area by Lessee or any person and save the Lessor harmless from all liability arising out of the supply of labor material supplied to or benefiting the leased area during the term of this Letter Agreement. This indemnification shall extend to the retention of legal counsel, payment of attorney's fees, the expenditure of investigation costs and all other costs, expenses and liabilities in defending and/or settling any such lien, claim or demand.

(c.) In the event that Lessee is (a) unable to operate from leased premises due to any COVID-19 related city, county, or state restrictions (including Lessee's inability to obtain permits to operate from the leased premises due to COVID – 19 and due to city, county, or state restrictions), or (b) required to shut down or not operate from the leased premises due to a virus threat; Lessee shall notify Lessor within three days of such and Lessee shall be entitled to terminate this Lease as of the date of such notification. In the event of termination of the Lease by Lessee in accordance with the terms of this paragraph; (1) the Lessee shall at once surrender the said premises and all interest therein to Lessor; and (2) rents shall be prorated as to the length of the term of tenancy prior to the termination and if rentals are paid in advance, any unused portion shall be refunded to Lessee by Lessor.

(d.) Lessee agrees to hold the contents of this Letter Agreement in full confidence and not to disclose its context.

Please indicate your agreement to the above stated terms and conditions by signing in the designated area below, and return both copies. You will receive a fully executed copy shortly thereafter. If you should have any further questions, please contact Deborah Hemlock at (650) 228-2201.

Cordially,

MOONLITE ASSOCIATES LLC,
a Delaware limited liability company

By: SClay Management, Inc.
a Delaware corporation

By: _____
Bill Mehrens, President

BJM/JLM

Encl.

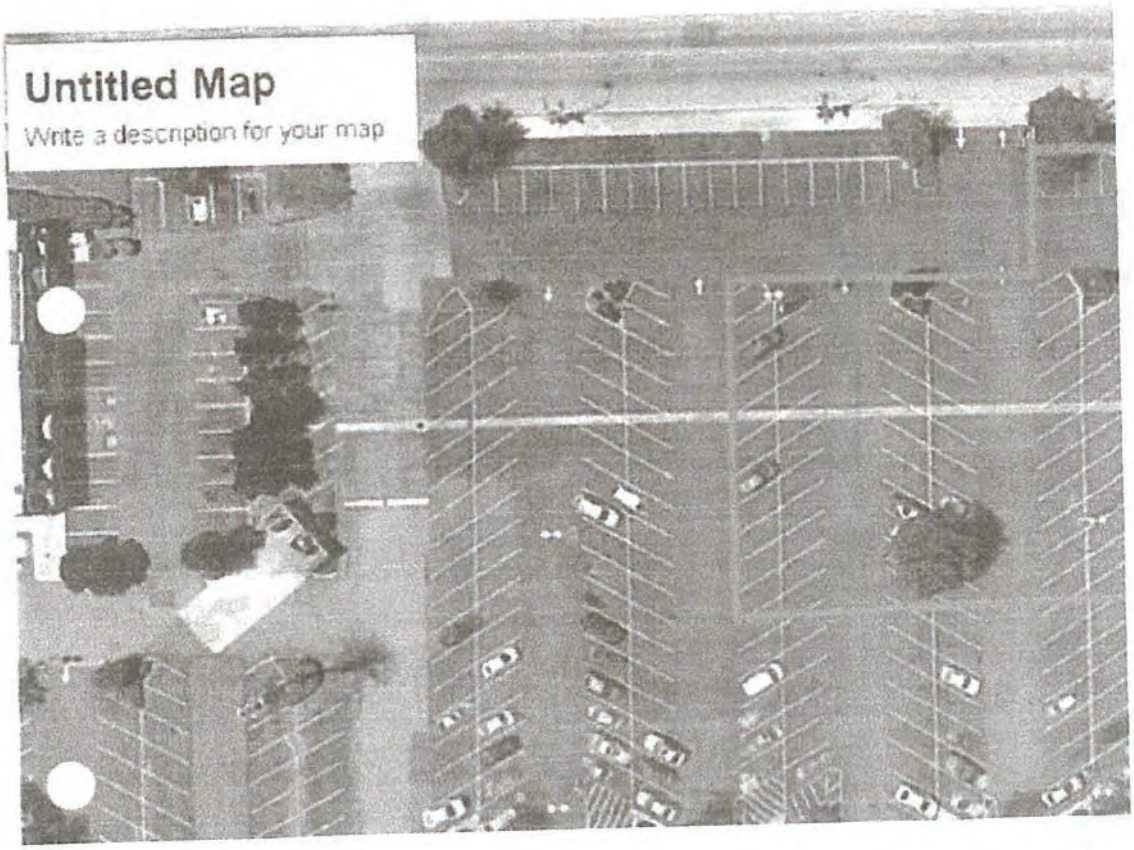
The undersigned hereby agrees to the terms and conditions set forth in the foregoing Letter Agreement.

ABC TREE FARMS, LLC,
a California limited liability company

5/24/2022

Holly Prinz, Director of Operations Date

EXHIBIT A



Method of Operations Proposed Halloween/Pumpkin Patch
ABC Tree Farms, LLC
Moonlight Center, 2610 El Camino Real, Santa Clara, CA
APN 290-06-020
2022

Proposed Days are September 1, 2022 through November 10, 2022 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from September 17 through October 31, 2022. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Tent permits will be filed with the local Fire Department. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 40' tent with posted signs of Maximum Occupancy of 80 on each side of tent and (1) 20' x 60' tent (consisting of 3 20x20 canopies side by side) with posted signs of Maximum Occupancy of 40 on each side of tent which are all made of Fire Retardant material and with label attached. Tent will be open on all sides. Lighted exit signs will be placed inside the 40' x 40' tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs.

Items that will be available will be pumpkins, inflatable amusements, Halloween Sundries and décor along. Anticipated attendance over the course of 30 days is approximately 2500 people. Our application is similar to the operations we ran in the 2017-2021 seasons.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information please contact my project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

Method of Operations Proposed Christmas Tree Sales
ABC Tree Farms, LLC
Moonlite Center
2610 El Camino Real, Santa Clara, CA
APN 290-06-020
2022

Proposed days of operation are November 10, 2022 through December 31, 2022 for Christmas tree sales which includes several days before and after for lot set up and tear down. Lot will be open to the public from November 19 through December 24, 2022. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:30 PM.

The area will be as diagrammed in the attached Potential Christmas Tree Sales Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 100' tent that will have a posted Maximum Occupancy signs of 180 and is made of flame retardant materials with posted label. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed.

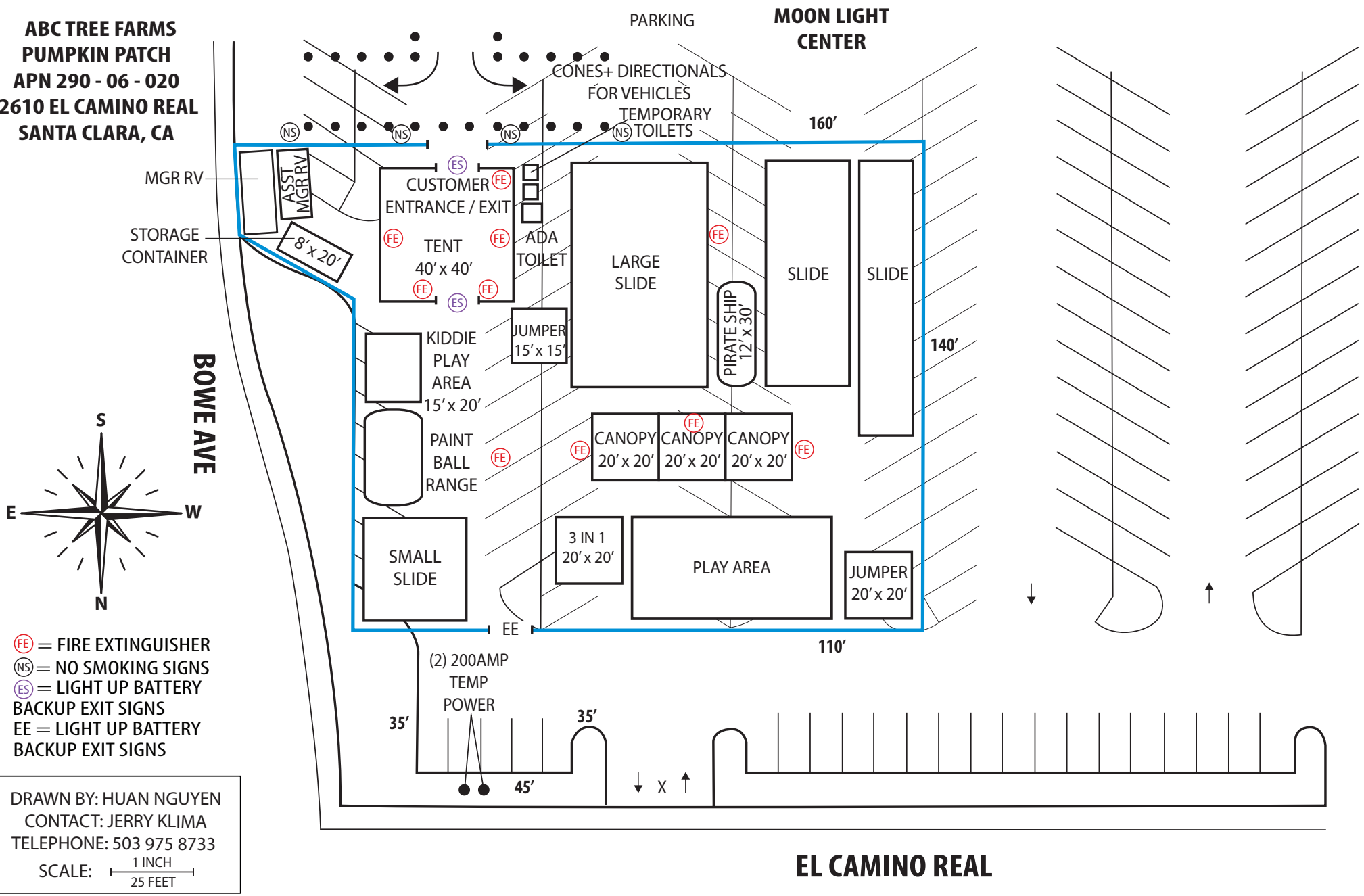
Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families. Our application is similar to the operations we ran in the 2016-2021 seasons.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information, please contact the project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

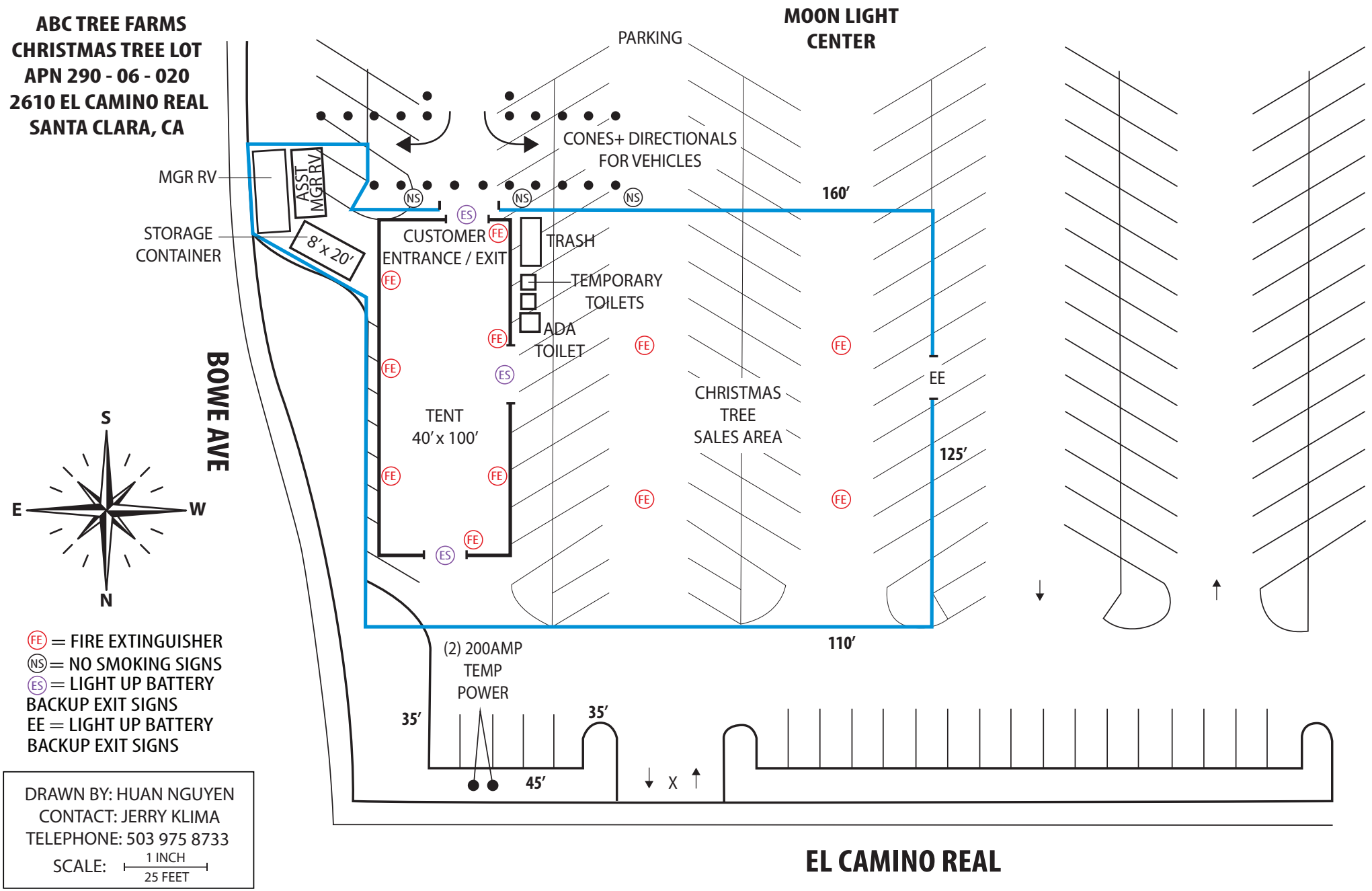
ABC TREE FARMS
PUMPKIN PATCH
APN 290 - 06 - 020
2610 EL CAMINO REAL
SANTA CLARA, CA



FE = FIRE EXTINGUISHER
NS = NO SMOKING SIGNS
ES = LIGHT UP BATTERY BACKUP EXIT SIGNS
EE = LIGHT UP BATTERY BACKUP EXIT SIGNS

DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 25 FEET

ABC TREE FARMS
CHRISTMAS TREE LOT
APN 290 - 06 - 020
2610 EL CAMINO REAL
SANTA CLARA, CA



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DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 25 FEET

22-901 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from October 1, 2022 through December 24, 2022

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The applicant, Holly Prinz of ABC Tree Farms, LLC, is requesting a Special Permit pursuant to Zoning Code Section 18.60.030 to allow seasonal Pumpkin Patch and Christmas Tree sales events located on a vacant lot at the southeast corner of Lawrence Expressway and Benton Street (3590 Benton Street). The property is zoned as Single Family Residential (R1-6L). However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The site is adjacent to a church and the Calabasas Creek. Neighboring properties include single-family, multi-family, and commercial uses.

The Pumpkin Patch sales event is proposed to begin on October 1, 2022, and end on October 31, 2022, with setup commencing on September 1, 2022 and the breakdown of the setup to be completed by November 10, 2022. The Christmas Tree sales event will begin on November 20, 2022, and end on December 24, 2022, with setup commencing on November 10, 2022 and the breakdown of the setup to be completed by December 31, 2022. The hours of operation for the Pumpkin Patch will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 10:00 a.m.-10:00 p.m., Friday and Saturday. The hours of operation for the Christmas Tree lot will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m.-9:00 p.m., Friday and Saturday.

The proposed pumpkin sales event would include temporary tents, children's inflatable entertainment units, a dumpster area, and a storage container. The Christmas Tree sales event would include similar temporary facilities. Power will be supplied by Silicon Valley Power. The property is owned by the County of Santa Clara which has provided written authorization for the temporary use.

DISCUSSION
The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period and will be subject to conditions which mitigate potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public or private nuisance. Any possible impacts would also be offset by the benefit to the community from the event. The

Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

The proposed project will allow the purchase of pumpkins and trees for the surrounding community. The proposed use could impact the availability of parking to support the host shopping center. However, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

Draft Permit and Conditions

1. The proposed permit would be subject to conditions of approval as follows:
2. Special Permit shall be valid from October 1, 2022 through December 24, 2022; with set-up beginning on September 1, 2022, and breakdown/clean-up to be completed by December 31, 2022, with the following sales allowances:
    a. Pumpkin Patch sales: October 1, 2022 through October 31, 2022;
    b. Christmas Tree sales: November 20, 2022 through December 24, 2022;
3. Pumpkin Patch hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 10:00 a.m.-10:00 p.m.;
4. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.-9:00 p.m.;
5. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
6. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
7. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
8. There shall be no “searchlight” beams, streamers, or roof-mounted balloons during the event;
9. Upon conclusion of the Pumpkin Patch/Christmas Tree sales events, the vacant lot shall be cleaned and returned to its prior condition; and
10. The use shall operate in a manner that does not create a public or private nuisance.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15304(e) (Class 4 - “Minor Alterations to Land”) as it consists of “minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.”

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

COORDINATION

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

PUBLIC CONTACT

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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 request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from October 1, 2022 through December 24, 2022, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. ABC Tree Farms 3590 Benton Street Operations Plan
2. Pumpkin Patch Site Plan
3. Christmas Tree Site Plan

Method of Operations Proposed Halloween/Pumpkin Patch
ABC Tree Farms, LLC
3590 Benton Street, Santa Clara, CA
2022

Proposed Days are September 1, 2022 through November 10, 2022 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from October 1 through October 31, 2022. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 80' tent with posted signs of Maximum Occupancy of 160 on each side of tent which is made of Fire Retardant material and will have required labels. Tent will be open on all sides. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs. No flammable or combustible liquids will be stored on site.

Items that will be available will be pumpkins, inflatable amusements, Halloween Sundries and décor along with a small animal display area. Anticipated attendance over the course of 30 days is approximately 2500 people. Our application is similar to the operations we ran in the 2010-2021 seasons. A scaled diagram is attached.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information, please contact my project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

County of Santa Clara
Roads and Airports Department

101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

Via U.S. Mail

June 3, 2022

Ms. Holly Prinz
ABC Tree Farms
1619 Fullerton Road
Edgewater, Maryland 21037

RE: License for the Use of Parcel Owned by the County of Santa Clara for Seasonal Agricultural Sales - Southeast Corner of Benton Street & Lawrence Expressway in the City of Santa Clara

Dear Ms. Prinz:

In the past you have bid upon the parcel of land owned by the County of Santa Clara located at the intersection of Benton Street and Lawrence Expressway, within the City of Santa Clara, for pumpkin and Christmas tree sales. This is a courtesy notice that the County of Santa Clara, Roads and Airports Department is publishing a notice to issue a license for the use of the parcel to the highest bidder. The license will begin on October 1, 2022 and will extend until December 31, 2022.

For your convenience, I have included the notice of availability (with location map), offer form, and a sample agreement for the parcel. If you have any questions, please contact the undersigned at (408) 573-2445, Fax (408) 441-0144.

Sincerely,

James J. Walsh
Real Property Section
Roads & Airports Department
County of Santa Clara

Attachments as referenced

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Method of Operations Proposed Halloween/Pumpkin Patch
ABC Tree Farms, LLC
3590 Benton Street, Santa Clara, CA
2022

Proposed Days are September 1, 2022 through November 10, 2022 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from September 24 through October 31, 2022. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90”H x 67” W x 86.5D with seat height of 19”. We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36” wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40’ x 80’ tent with posted signs of Maximum Occupancy of 160 on each side of tent which is made of Fire Retardant material and will have required labels. Tent will be open on all sides. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs. No flammable or combustible liquids will be stored on site.

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If you require further information, please contact my project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

NOTICE OF AVAILABILITY FOR LICENSE OF COUNTY OF SANTA CLARA REAL PROPERTY

Property Location:	Southeast Corner of Lawrence Expressway at Benton Street, Santa Clara, California
Proposed Use:	Seasonal Agricultural Sales
License Period:	Three (3) month license from October 1, 2022 through December 31, 2022.
Minimum Rent:	Six thousand dollars ($6,000.00) per month.

Comments / Special Stipulation(s): No expressway access.

Written offers to obtain a license for the use of this property will be accepted before 3:00 p.m., July 8, 2022, at the Roads and Airports Department, Property Section, 101 Skyport Drive, San José, CA 95110-1302. All offers should include a description of the proposed use(s) for the property.

After review of the offers, the Roads and Airports Department shall either accept the highest offer or reject all offers for the property.

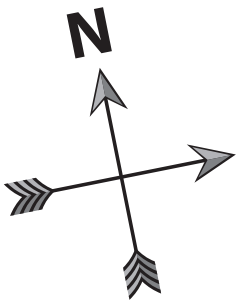
If an offer is accepted for the property, the license shall be executed by the successful offerer and the Director of the Roads and Airports Department.

Inquiries should be directed to the Property Section of the Roads and Airports Department at the above-noted address.

DATE: June 3, 2022

EXHIBIT A – LOCATION MAP

ABC TREE FARMS
PUMPKIN PATCH
3590 BENTON STREET
APN 290-22-154



BENTON STREET

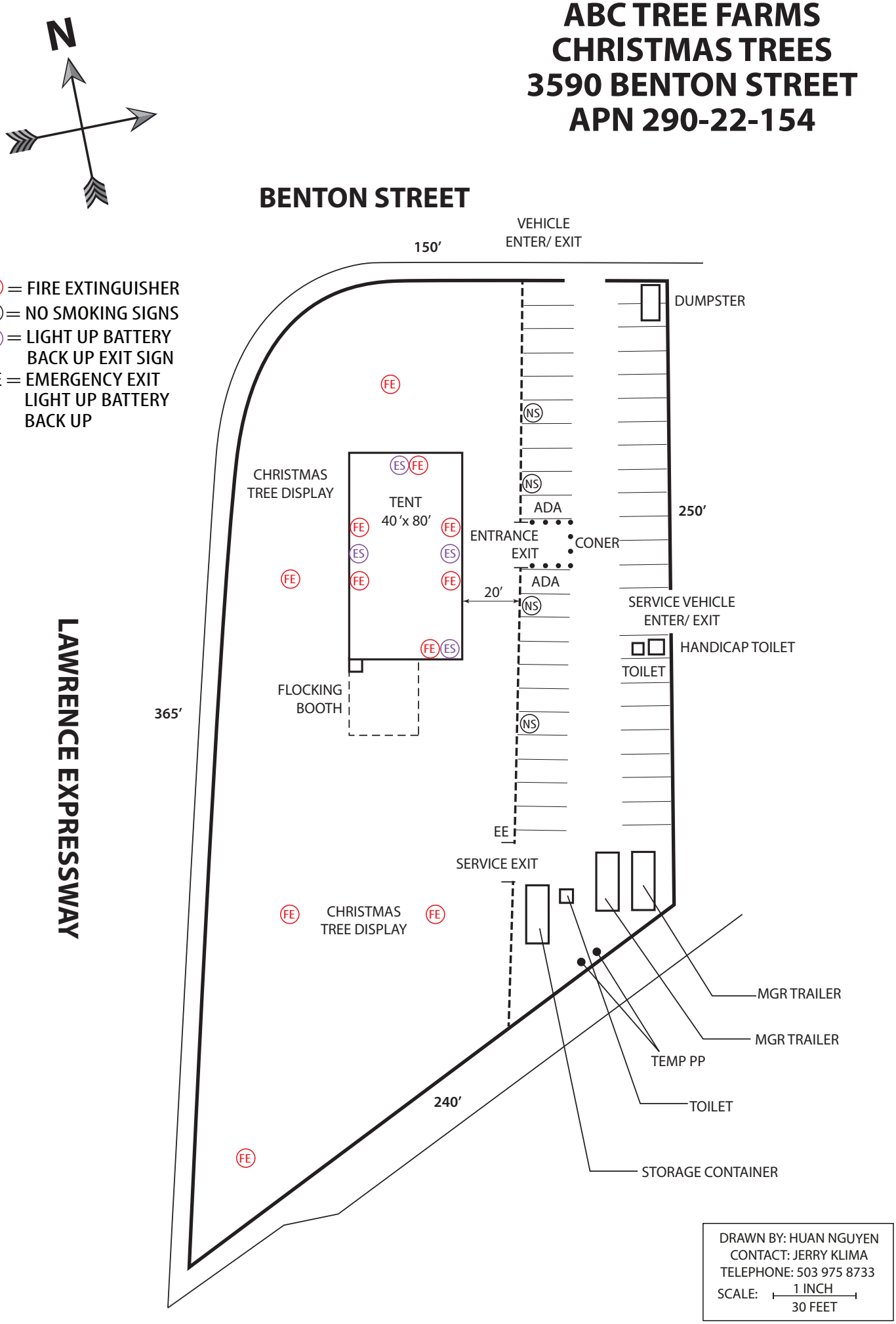
(FE) = FIRE EXTINGUISHER
(NS) = NO SMOKING SIGNS
(ES) = LIGHT UP BATTERY BACK UP EXIT SIGN
EE = EMERGENCY EXIT LIGHT UP BATTERY BACK UP

LAWRENCE EXPRESSWAY

VEHICLE ENTER/ EXIT
150'
DUMPSTER
PUMPKIN DISPLAY
INFLATABLE
TENT 40 'x 80'
INFLATABLE
ADA
ENTRANCE EXIT
CONER
ADA
20'
250'
SERVICE VEHICLE ENTER/ EXIT
HANDICAP TOILET
TOILET
365'
SLIDE
EE
SERVICE EXIT
PAINT BALL RANGE
INFLATABLES
MGR TRAILER
MGR TRAILER
TEMP PP
TOILET
240'
STORAGE CONTAINER

DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 30 FEET

ABC TREE FARMS
CHRISTMAS TREES
3590 BENTON STREET
APN 290-22-154



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SCALE: 1 INCH = 30 FEET

22-561 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action to Authorize the City Manager to Negotiate, Execute, and Administer an Agreement with the City of San Jose for the Stevens Creek Boulevard Vision Study and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
On November 19, 2019, the City Council adopted Resolution No. 19-8781 (Attachment 1) in support of a Stevens Creek Corridor Complete Streets and Transit Study to: 1) explore transit options including Complete Streets elements along the Stevens Creek Boulevard corridor and 2) consider potential options for a grade-separated high capacity transit system for the Stevens Creek Boulevard corridor to connect the Cities of Santa Clara, Cupertino, and San Jose. The Cities of Cupertino, San Jose, and the County of Santa Clara have also adopted resolutions in support of a Stevens Creek Corridor Complete Streets and Transit Study.

Stevens Creek Corridor Steering Committee: A Stevens Creek Corridor Steering Committee (Steering Committee) was formed and includes elected officials from the Cities of Santa Clara, Cupertino, San Jose, and the County of Santa Clara. The Steering Committee has met two times - on July 20, 2020 and December 13, 2021. During both meetings the Steering Committee discussed the potential joint study of the Stevens Creek corridor for complete streets and transit improvements.

On July 20, 2020, former Councilmember Teresa O'Neill, Vice Mayor Chappie Jones (City of San Jose), Councilmember Dev Davis (City of San Jose), Mayor Darcy Paul, (City of Cupertino), former Councilmember Rod Sinks (City of Cupertino) and staff from Santa Clara, San Jose, Cupertino, VTA, and the County of Santa Clara met as a part of the Steering Committee to discuss a proposed scope to study the Stevens Creek corridor. At the meeting, the Steering Committee gave direction to proceed with a study that would provide a vision for the Stevens Creek Corridor. The Stevens Creek Boulevard Vision Study (Vision Study) would be developed through a community engagement process that would be supported by illustrative concepts versus engineered drawings. Final approval for the scope of the Vision Study and budget allocations would require approval of each affected jurisdiction. Additionally, the Vision Study was to be included as an amendment to VTA's Strategic Plan with the VTA as the lead for consultant contract management. In late 2020, the City of Cupertino's City Council elected not to participate in the Vision Study and, consequently, the Vision Study was put on hold.

In spring 2021, the staff-level working group met to discuss options to reengage on a possible joint study for the Stevens Creek Corridor. With continued interest in a joint study, staff continued to work on possible options and funding strategies. Additionally, staff from the City of Cupertino expressed

interest in re-presenting the study concept to the Cupertino City Council. During the summer of 2021, it was determined that the option to include the Vision Study as an amendment to the VTA's Strategic Plan had expired. The City of San Jose proposed an option in which the Vision Study would be included as an amendment with their contract with Iteris and Winter Consulting for the West San Jose Multimodal Transportation Improvement Plan, which is a City of San Jose effort to identify, prioritize, and recommend transportation projects and programs for West San Jose, which includes a portion of the Stevens Creek corridor (within San Jose's jurisdiction).

On December 13, 2021, the Steering Committee, comprised of Mayor Lisa Gillmor, Councilmember Anthony Becker, Vice Mayor Chappie Jones (City of San Jose), and Councilmember Kitty Moore (City of Cupertino), met and gave direction to staff to proceed with the Vision Study subject to the approval of each respective City Council or Board, if necessary.

DISCUSSION

Since the December 2021 Steering Committee meeting, staff has continued to meet monthly with staff from the City of San Jose, City of Cupertino, County of Santa Clara, and the VTA on the Vision Study. As this is a multi-jurisdictional effort with required funding from each agency, a cooperative and funding agreement with the lead agency who is contracting with the transportation planning consultant is necessary. The Council previously adopted Resolution No. 6603 which, among other items, authorizes the City Manager or designee to approve and execute certain documents including partnership, cost-sharing, and service agreements with other public agencies or private entities. Due to the prominent nature of the Stevens Creek Boulevard Corridor, staff determined it to be prudent to update Council and confirm the authorizations for the City Manager to proceed with implementation of the project under an agreement with the City of San Jose.

Presented below are key items for the Vision Study:

- Study limits are Stevens Creek Boulevard from Foothill Boulevard (Cupertino), through Santa Clara and San Jose, transitioning to West San Carlos (San Jose) to Diridon Station (San Jose) - See Attachment 2, Study Area Location Map
- Estimated 19-month study schedule
- Total cost estimate of $794,400
- City of San Jose to amend its contract with Iteris and Winters Consultants to include the Vision Study
- City of San Jose to lead contract management for the consultant
- Cities of Santa Clara, Cupertino, San Jose, County of Santa Clara, and VTA to all have active leadership roles in the technical and community engagement portions of the study
- Each jurisdiction to provide fair-share funding for the Vision Study based on each jurisdiction's proportionate share of mileage along the study corridor
- Key Study deliverables include:
    - Existing conditions report
    - Public outreach results
    - Vision statement
    - Alternative improvement concepts considered and evaluated

  - Final vision concept
  - Implementation and a funding strategy
- Study progress and updates to be presented to each respective jurisdiction's relevant Committees, Commissions, and Council/Board for feedback and direction at key Study milestones.

The key provisions of a cooperative and funding agreement with the City of San Jose would possibly include:

- City of San Jose to lead the study, contract administration, and project closeout
- Term of agreement in effect through December 31, 2024
- City of Santa Clara to provide funding in the amount of $100,296 to the City of San Jose for the Vision Study
- Reimbursement costs based upon actual payments made to the consultant procured by the City of San Jose
- Payment made to the City of San Jose on a quarterly basis
- City of San Jose would act as Lead Agency for compliance with CEQA for the project.

It is estimated that the Vision Study will start in fall 2022 and would be completed in 2024. Staff recommends authorizing the City Manager to negotiate, execute, and administer an agreement with the City of San Jose to complete the Vision Study.

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. Should a project move forward to construction it would be reviewed in accordance with CEQA as part of the approval process.

FISCAL IMPACT

The Vision Study is estimated to have a total cost of $794,400 and is shared by each jurisdiction (Table 1). The cost to Santa Clara is $100,296 and is based on Santa Clara's share of mileage along the Stevens Creek/West San Carlos corridor in Santa Clara's city limits.

Table 1: Project Cost Share by Jurisdiction

Jurisdiction	Length (miles)	Length (%)	Cost Share
Santa Clara County	0.430	5.21%	$27,039
Cupertino	2.450	29.66%	$154,059
San Jose	3.785	45.82%	$238,006
Santa Clara	1.595	19.31%	$100,296
VTA			$275,000
Total	8.260	100%	$794,400

The recommended budget action allocates funds to a new Stevens Creek Boulevard Vision Study Project in the Streets and Highways Capital Fund. The recommended funds are traffic mitigation funds set aside for pedestrian and bicycle enhancements.

Budget Amendment
FY 2022/23

	Current	Increase/ (Decrease)	Revised
Streets and Highways Capital Fund			
Expenditures			
Pedestrian and Bicycle Enhancement Facilities Project	$1,766,953	($100,296)	$1,666,657
Expenditures			
Stevens Creek Boulevard Vision Study (New Project)	$0	$100,296	$100,296

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager to negotiate, execute, and administer an agreement with the City of San Jose for the Stevens Creek Boulevard Vision Study up to a total not-to-exceed amount of $100,296;
2. Authorize the City Manager to execute any and all documents necessary for or associated with the agreement, including payments to the City of San Jose; and
3. Approve the FY 2022/23 budget amendment in the Streets and Highways Capital Fund to establish an appropriation for a new project - Stevens Creek Boulevard Vision Study in the amount of $100,296, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by $100,296; **(majority affirmative Council votes required).**

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Resolution 19-8781
2. Study Area Location Map

RESOLUTION NO. 19-8781

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA CLARA TO SUPPORT WORKING COLLABORATIVELY WITH THE SANTA CLARA VALLEY TRANSIT AUTHORITY (VTA) AND THE CITIES OF CUPERTINO AND SAN JOSE TO DEVELOP A COMPLETE STREETS AND TRANSIT STUDY, INCLUDING OPTIONS OF HIGH CAPACITY TRANSIT, FOR THE STEVENS CREEK BOULEVARD CORRIDOR.

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Santa Clara staff and Councilmembers have participated in discussions with neighboring communities since a multi-jurisdictional group was established by the San Jose City Council on August 8, 2017, comprised of the cities of Santa Clara, San Jose, Cupertino, Santa Clara County and the Santa Clara Valley Transportation Authority (VTA) to discuss key regional issues affecting West San Jose, with a focus on transportation and circulation;

WHEREAS, the cities of Santa Clara, Cupertino, and San Jose along with VTA jointly developed and submitted a grade separated high-capacity transit concept along Stevens Creek Boulevard to the Plan Bay Area 2040 process;

WHEREAS, Santa Clara Valley Transportation Authority's (VTA) role as County congestion management agency (CMA) and transit provider for Santa Clara County enables it to bring together multiple cities and Santa Clara County together to study upgrading a corridor such as Stevens Creek Boulevard into a multi-modal, transit supportive corridor;

WHEREAS, the Santa Clara City Council approved on September 12, 2017 the formation of a Stevens Creek Urban Village Taskforce to address land use on shared borders;

WHEREAS, the City of Santa Clara General Plan contains Circulation policies that include complete streets elements; and

WHEREAS, the City of Santa Clara adopted Resolution 18-8593 on August 21, 2018, which adopted a Complete Street Policy to support the design of roadways to safely accommodate all users including bicyclists, pedestrians, transit riders, children, senior citizens, disabled people, and motorists.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City of Santa Clara supports a study exploring transit options including Complete Streets along the Stevens Creek Boulevard corridor.

2. That the study considers potential options for a grade separated high capacity transit system for the Stevens Creek Boulevard corridor, that connects the Cities of San Jose, Santa Clara, and Cupertino, that is supported by, and developed in collaboration with, the Santa Clara Valley Transportation Authority.

3. That the options considered in the study do not adversely affect streets in the City of Santa Clara.

4. That the City Manager or designee is authorized to assess resources needed to develop these projects and report findings to the City Council.

5. Effective date. This resolution shall become effective immediately.

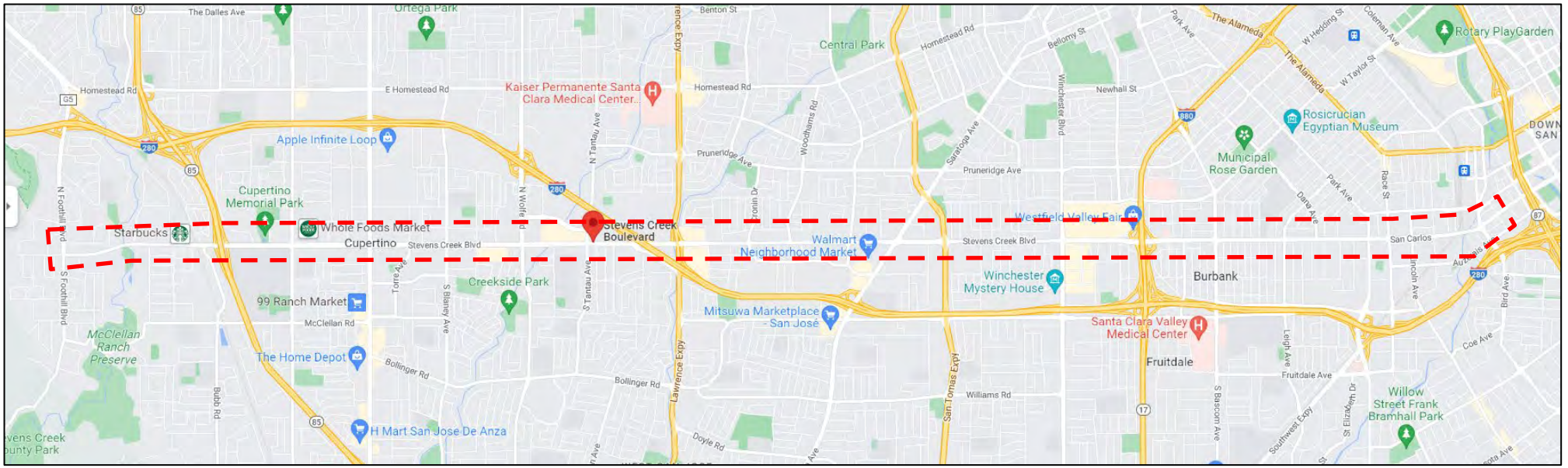
I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Hardy, Mahan, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Chahal
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Attachment 2 – Study Area Location Map



Study Area – – –

22-765 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Actions on a Resolution Adopting the Updated Sanitary Sewer Outlet Charge - Conveyance Fee Report and List of Improvements, and a Resolution Accepting the Amended AB1600 Report on Development Impact Fees for Fiscal Year Ended June 30, 2021

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In 2007, a Conveyance Fee component of the Sanitary Sewer Outlet Charge was approved by City Council (Resolution 07-7415). The Conveyance Fee funds required capacity improvements to the sanitary sewer system due to intensification and densification of land uses permitted by the General Plan and associated development land use amendments. Updates to the fee were made in 2009 and 2010 through the following actions:

- Resolution 09-7643 approved in June 2009 updated the fee to include costs of bond issuance to fund and implement projects
- Resolution 10-7741 approved in June 2010 updated the fee with consideration of the following: a) resolution of other funding opportunities (i.e. redevelopment and stimulus funds); b) incorporation of latest land use information from the General Plan update finalized in 2010; and c) adjustments to the capacity project improvements listing resulting from a) and b).

The initial establishment of the Conveyance Fee was based upon projects identified in the 2007 Sanitary Sewer Capacity Assessment. This assessment accomplished the following key objectives: a) develop wastewater flow projections for the City's collection area using up-to-date water use and land use information; b) develop a hydraulic model of the trunk sewer system; c) use the model to identify existing capacity deficiencies and future capacity requirements; and d) develop phased capital projects, including budget cost estimates, for implementing the required capacity improvements to the wastewater collection system. It is also important to note that the assessment fulfilled the requirement for a capacity evaluation and capacity assurance plan as required for all sewer system agencies overseen by the Regional Water Quality Control Board.

Another sewer capacity assessment was conducted in 2009 (an update to the 2007 assessment) that accounted for land use changes resulting from the in-progress General Plan Update which was finalized in 2010. In June 2010, recommended changes to the capacity project improvements listing and project budget cost estimates were approved through City Council Resolution 10-7741.

DISCUSSION

2016 Sanitary Sewer Master Plan Update

In 2015, the City initiated work on a comprehensive update to the prior capacity assessment work completed in 2007 and 2009. The analysis considered the latest information on water use and land use changes since 2009. The 2016 Sanitary Sewer Master Plan (SSMP) Update was completed by the City's consultant, RMC Water and Environment, and issued in April 2016 (Attachment 1). As with prior reports, the SSMP recommended a phased capacity improvement project listing including budget cost estimates. Also, the hydraulic model update served as an important tool in the continuous evaluation of individual development proposals with respect to sanitary sewer capacity impacts and resulting development conditions of approval.

2022 Addendum to 2016 Sanitary Sewer Master Plan Update

In 2021, the City initiated work on an addendum to the 2016 SSMP Update to analyze two identified deficiencies and update the Tracy Drive Sewer Improvement project. The two identified deficiencies included one on the Calabazas Creek trunk, which was due to the 2021 discovery of existing sewer network conditions that were different than the hydraulic model and one on the Great America Parkway West trunk resulting from new development in the sewer tributary area. The Tracy Drive sewer project was to be revised to better balance downstream flow between the Homestead Road and Pomeroy Avenue intermediate trunk lines.

The extent of the Calabazas Creek trunk line deficiency was evaluated, and four alternatives were studied, resulting in three recommended alternatives carried forward to the capacity improvement project listing. Also, a solution to the Great America Parkway West trunk line deficiency was identified resulting in a recommended project.

The 2022 Addendum (Attachment 2) provides an update to the 2016 capacity improvement project listing resulting in a combined listing of the 2016 projects with the additional projects identified in the 2022 analysis.

Upcoming Work and Recommended Actions

A comprehensive update to the SSMP is planned to commence in late 2022 and be completed by early 2024. Similar to prior work, this assessment will update the hydraulic model with the latest water use and land use changes. Further analysis will aid in identifying any existing deficiencies and future anticipated deficiencies with a resulting capacity improvement project listing that includes budget cost estimates. After identifying the total project costs, a rate analysis will be performed to determine if the existing conveyance fee rate is appropriate for the needed improvements.

The attached Sanitary Sewer Outlet Charge - Conveyance Fee Report (Attachment 3) provides more detail on the history of the Conveyance Fee and supporting analysis work that is summarized in this memorandum.

It is recommended that the updated Conveyance Fee Report and the updated capacity improvement project listing contained herein be approved. This will allow for continued capacity improvement projects to move forward in parallel with the planned Master Plan Update work. Because the

comprehensive update to the SSMP will be initiated in 2022, and the update will include a conveyance fee rate analysis, it is recommended that the current conveyance fee rate be held constant pending completion of the future rate analysis.

Amended AB1600 Report on Development Impact Fees and Recommended Actions

Attachment 5 provides the Amended AB1600 Report on Development Impact Fees for the fiscal year ended June 30, 2021. Staff has updated the AB1600 Report previously approved by the Council on February 22, 2022 to include the Sanitary Sewer Conveyance Fee. This section reflects the activity for the Sanitary Sewer Conveyance Fee from FY 2016-17 through FY 2020-21. This fee had initially been omitted from the report as the master planning efforts were underway.

This report is supplied pursuant to Government Code Section 66006(b). Staff has determined that the City does not have to refund any Sanitary Sewer Conveyance Fees as these fees have been programmed to fund capital projects. Therefore, staff is submitting the attached Resolution (Attachment 6) to accept the Amended AB1600 Report and make findings that there is a continuing need for unexpended balances of impact fees.

On July 29, 2022, the City posted notice and made copies of the Amended AB1600 Report available for public review in the City Clerk's Office, the Finance Department, and online at www.Santaclaraca.gov/Finance. In addition, written notice of the time and place of the regularly scheduled City Council meeting on August 16, 2022, along with a copy of the Amended AB1600 Report were sent to interested parties as requested. More than 15 days will have elapsed as of the date of Council review since the report was made available to the public, as required by applicable state law.

ENVIRONMENTAL REVIEW

The Sanitary Sewer Master Plan updates and assessments mentioned in this report analyzed both existing conditions and future expected land uses based on the General Plan Phase III 2035 Scenario. Public Utilities, including wastewater systems, are addressed in the Final Environmental Impact Report (EIR) for the 2010-2035 General Plan. The EIR considers the environmental impacts of increased land use densification and the resulting need to increase sanitary sewer capacity. For any specific project from the capacity improvement project listing that moves from the programming stage to construction, the project will be evaluated in accordance with the California Environmental Quality Act as part of the approval process.

FISCAL IMPACT

There is no fiscal impact other than staff time. The current Conveyance Fee will continue to be assessed at the current rate to fund capacity improvement projects.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution approving the updated Sanitary Sewer Outlet Charge - Conveyance Fee Report and List of Improvements; and
2. Adopt a Resolution accepting the Amended AB1600 Report on Development Impact Fees for fiscal year ended June 30, 2021.

Reviewed by: Kenn Lee, Director of Finance
Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. 2016 Sanitary Sewer Master Plan Update
2. 2022 Addendum to 2016 Sanitary Sewer Master Plan Update
3. Sanitary Sewer Outlet Charge - Conveyance Fee Report
4. Resolution for the Sanitary Sewer Outlet Charge - Conveyance Fee Report
5. Amended AB1600 Report on Development Impact Fees
6. Resolution Accepting the Amended AB1600 Report on Development Impact Fees

City of Santa Clara

Sanitary Sewer Master Plan Update

Final Report

Prepared by:

RMC water and environment

April 2016

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Acknowledgements

City of Santa Clara

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Winola Cheong, Project Engineer

V&A Consulting Engineers, Flow Monitoring

Schaaf & Wheeler Consulting Civil Engineers, Pump Station Capacity Assessment

Abbreviations and Definitions

ABAG	Association of Bay Area Governments
ABWF	Average base wastewater flow
ADWF	Average dry weather flow
APN	Assessor parcel number
Backwater	A condition in which the hydraulic gradeline (see definition of HGL below) increases upstream of a location in the system due to a downstream hydraulic constriction.
BWF	Base wastewater flow: sanitary and process flow contributions from residential, commercial, institutional, and industrial users.
CIP	Capital Improvement Program
City	City of Santa Clara
CSJ	City of San Jose
CuSD	Cupertino Sanitary District
d/D	Ratio of flow depth to pipe diameter
Design Storm	A rainfall event, defined based on statistical probability of occurrence, which determines the peak wet weather flow conditions for which the capacity of sewer system facilities are evaluated and/or designed.
Diurnal Curve	Change in dry weather flow over a typical 24-hour period on an hourly basis.
DU	Dwelling unit
DWF	Dry weather flow: the flow during non-rainfall periods, composed of normal base wastewater flow plus any dry season groundwater infiltration.
ENR-CCI	Engineering News Record Construction Cost Index; an index published monthly by Engineering News Record magazine and used to reference construction costs (such as those for wastewater system facilities) to a specific date and location.
Firm capacity	The capacity of a pump station with the largest pump out of service.
fps	Feet per second
GIS	Geographic Information System: a computerized system in which geographical features (e.g., sewer facilities, parcels, land use) are linked to an attribute database to facilitate analysis and presentation of information
gpad or gpd/ac	Gallons per day per acre
gpcd	Gallons per capita per day
gpd	Gallons per day
GWDR	General Waste Discharge Requirements for Sanitary Sewer Systems: regulations adopted by the State Water Resources Control Board in 2006 that address the operation, maintenance, and management of publicly-owned sanitary sewer systems in California

GWI	Groundwater infiltration: extraneous water that infiltrations into a sewer system from the ground through defective pipes and manholes. Groundwater infiltration is considered to be a relatively constant daily flow that varies seasonally and depends on location of sewers with respect to the groundwater table.
HGL	Hydraulic Grade Line: in a gravity pipeline system, the water surface elevation in the pipes; or in a system flowing under pressure, the elevation representing the sum of pressure head plus elevation head
Hydrograph	A graph of flow versus time.
IDF	Intensity-duration-frequency: rainfall statistics that establish the rainfall intensity over specified durations for various recurrence frequencies
I/I	Infiltration/inflow (see definitions below)
Infiltration	Extraneous groundwater or storm water that enters sewer pipes, manholes, and service laterals via the soil through breaks, cracks, and defective joints.
Inflow	Storm water that enters the sewer system from the ground surface through direct drainage connections (e.g., directly connected catch basins, area drains, or roof drains) or through manhole or cleanout lids.
Inverted Siphon	A sewer configuration (also called a “siphon”), typically consisting of a downward leg, horizontal section, and upward leg, in which the flow is forced through the pipe by the pressure head created by the elevation difference between the upstream and downstream ends of the siphon**.** An inverted siphon is typically used to cross under a creek, channel, or another pipeline.
Isohyetal	A contour of equal precipitation (typically average annual rainfall)
K	Recession coefficient of RDI/I unit hydrograph (see Figure 2-4)
lf	Linear feet
Loading Manhole	A manhole in the modeled sewer network to which flows from unmodeled sewers discharge into the modeled network (also see definition of subcatchment below).
LS	Lift Station
MAP	Mean annual precipitation
mgd	Million gallons per day
NAICS	North American Industrial Classification System
O&M	Operations and maintenance
PDWF	Peak dry weather flow: the peak flow during non-rainfall periods.
PS	Pump Station
PWWF	Peak wet weather flow: the peak flow during a given storm event from dry weather flow plus infiltration and inflow.
R	Ratio of RDI/I volume to rainfall volume
RDI/I	Rainfall-dependent infiltration/inflow: the infiltration and inflow into a sewer system directly related to a rainfall event. RDI/I may cause rapid, short-term peak flows in the sewer system that recede after the rainfall has ended.
RG	Rain gauge
RMC	RMC Water and Environment

sf or sq. ft.	Square feet
SCVWD	Santa Clara Valley Water District
SECAP	System Evaluation and Capacity Assurance Plan
Siphon	See Inverted Siphon
SJ/SC RWF	San Jose / Santa Clara Regional Wastewater Facility
SSMP	Sewer System Management Plan
SSO	Sanitary sewer overflow
Subcatchment	A small area of the sewer system that contributes flow to the modeled sewer network, in which the unmodeled collection sewers are assumed to discharge to a common point (manhole) in the modeled network
Surcharge	The hydraulic condition in a sewer pipeline in which the elevation of the hydraulic gradeline (water level) is above the crown (top) of the pipe. Under such a condition, the water in the pipe rises into the manholes and could overflow onto the ground if the hydraulic gradeline exceeds the elevation of the manhole rims.
T	Time to peak of RDI/I unit hydrograph (see Figure 2-4)
TM	Technical Memorandum
WWF	Wet weather flow: the flow during rainfall periods, composed on base wastewater flow, wet season groundwater infiltration, and rainfall-dependent I/I.

Executive Summary

This report summarizes the results and recommendations of the Sanitary Sewer Master Plan Update (Master Plan) for the City of Santa Clara (City). The Master Plan was prepared by RMC Water and Environment (RMC) in close coordination with City staff. The Master Plan will be used to guide improvements to the City's sanitary sewer system to accommodate current and future development and ensure that the City continues to provide a high level of service to its customers.

Background and Purpose of Master Plan

The City of Santa Clara is located in central Santa Clara County adjacent to the Cities of San Jose, Cupertino, and Sunnyvale. The City has a population of approximately 120,000 and is served by a wastewater collection system consisting of approximately 270 miles of sewer pipelines and seven sewage pump stations. The system collects wastewater flows generated within the City limits and also flows from the major portion of the Cupertino Sanitary District (CuSD) via a connection at Homestead Road and Swallow Drive. Flow is conveyed eastward to the City of San Jose's interceptor sewer on Zanker Road and also northward to the Northside and Rabello Pump Stations, where the flow is pumped to the San Jose/Santa Clara Regional Wastewater Facility (SJ/SC RWF) for treatment and disposal. The City's sewer system and service area are shown in **Figure ES-1**.

The City's last sanitary sewer master plan was completed in 2007[1]. Since that time, the City has completed a number of sewer improvement projects and is experiencing significant growth and redevelopment in a number of areas, necessitating an evaluation of the capacity of the sanitary sewer system to handle future wastewater flows. This Master Plan will help identify future capital needs for capacity improvements and associated requirements for financing those improvements through increased connection fees or other sources of funding.

The City is also required to comply with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (GWDR) adopted in 2006 by the State Water Resources Control Board. The GWDR, which applies to all publicly-owned sewer systems in California, includes the requirement to complete a Sewer System Management Plan (SSMP). The SSMP addresses the overall management, operation, and maintenance of the sanitary sewer system and must include a System Evaluation and Capacity Assurance Plan (SECAP). Therefore, this Master Plan is also intended to satisfy the SECAP requirements of the SSMP.

The overall objectives of this Master Plan are to develop wastewater flow projections for the City's collection area using up-to-date water use and land use information and flow monitoring data; develop an updated hydraulic model of the trunk sewer system; use the model to identify existing capacity deficiencies and future projected capacity requirements; and develop a Capital Improvement Program (CIP), including budget estimates, for implementing the required capacity improvements to the collection system.

This Executive Summary is presented in two parts:

- ***How the Capacity Assessment Was Prepared*** describes the scope and methodologies of the planning effort, including the key planning and technical assumptions incorporated into the sewer system capacity analysis.
- ***Recommended Capacity Improvement Program*** presents the recommended CIP, including capacity improvement projects, priorities, and estimated costs. In addition, recommendations are presented for implementing the proposed capacity improvement program.

[1] City of Santa Clara Sanitary Sewer Capacity Assessment, RMC Water and Environment, May 2007.

How the Capacity Assessment Was Prepared

The City's wastewater collection system includes sewer pipelines ranging in size from 4 to 48 inches in diameter. The larger pipes, primarily the 10-inch and larger sewers and a portion of the smaller diameter pipes, comprise the trunk sewer system, which is the primary network for conveying flows generated from the City's service area and CuSD to the SJ/SC RWF. The trunk sewer system, comprising about 34 percent of the total pipe footage in the system, was the focus of the capacity assessment in this study.

The project team used a systematic process that incorporated land use planning information, water use and flow monitoring data, and design criteria for estimating wastewater flows, applied in a computer hydraulic model of the trunk sewer system. The modeled system is shown in **Figure ES-2**. The model was used to assess how the system would perform under various planning and flow scenarios and identify pipes and/or pump stations that may not have sufficient capacity to convey the predicted flows under existing or future conditions. Improvement projects were developed to provide the required capacity, the capital costs of the required projects were estimated, and the projects were prioritized based on the model results.

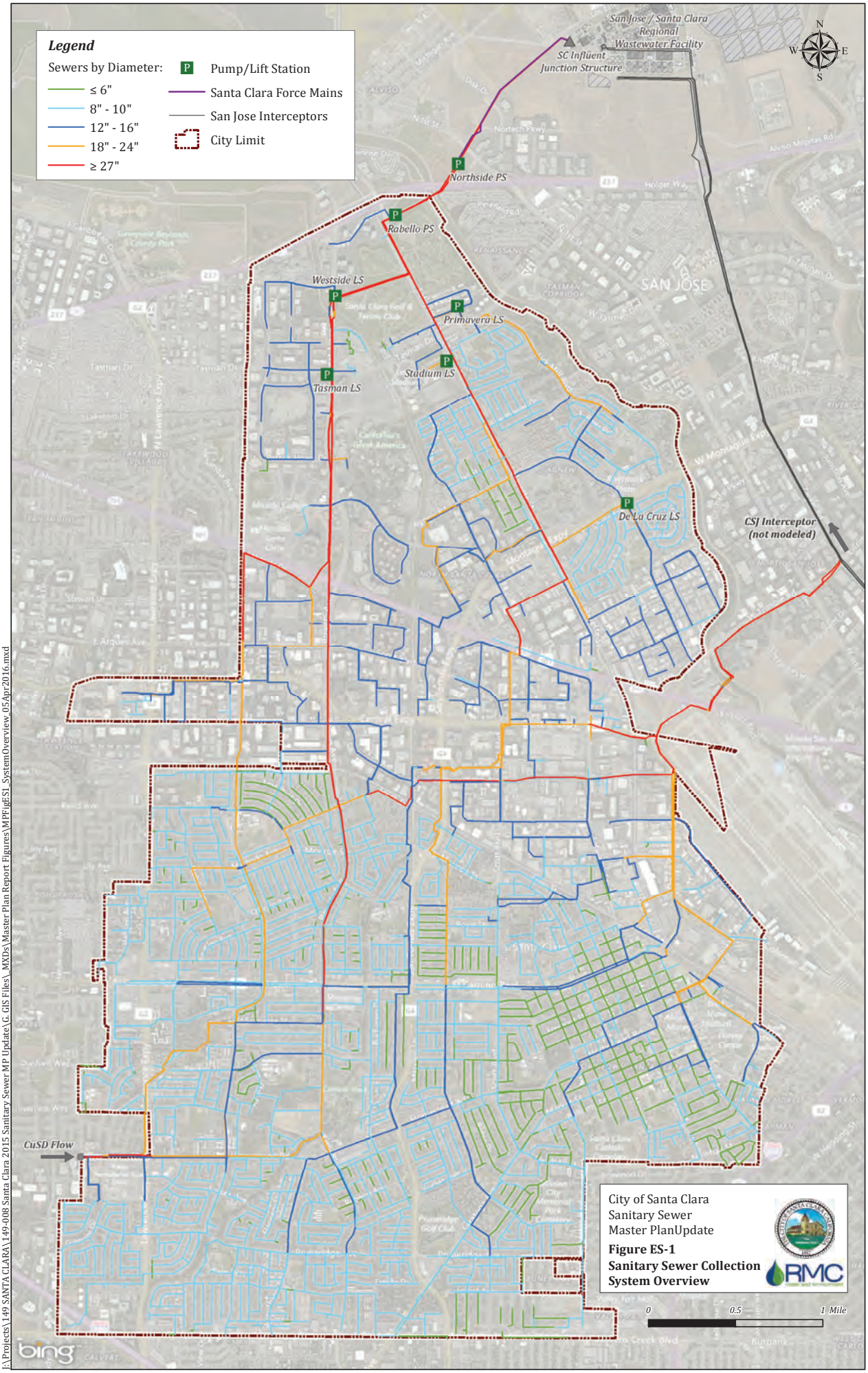
Capacity Assessment Considers Existing and Future Planning Scenarios

Two planning scenarios were evaluated for this study: existing (2015) and future (2035) scenarios. The existing scenario examined the current capacity of the sewer system based on existing land use, with flows defined based on winter water use data and calibrated to flow monitoring data collected in the 2014/15 winter season. The future scenario incorporated information on planned development provided by the City. **Figure ES-3** shows the location of the areas of anticipated development. Planned development within the City represents over 15,000 new residential dwelling units and over 20 million square feet of commercial and industrial building floor space. In addition, CuSD has also projected an increase in their base wastewater flow due to anticipated additional development. Together, these projections are estimated to increase current base wastewater flows by over two folds. The future scenario was used to examine the impact on the system of future increases in wastewater flows due to anticipated development and determine the required sewer system capacity needed to serve both existing and future users.

Potential Capacity Deficiencies under Existing and Future Flow Conditions

For each of the planning scenarios, projected dry and wet weather flows were simulated in the hydraulic model. The model was calibrated to flow monitoring data to ensure that it represents a reasonably accurate depiction of system conditions. For this study, a flow monitoring program consisting of 25 temporary flow meters installed in the system during the 2014/15 wet weather season was conducted to provide data to calibrate the hydraulic model and verify existing system flows. The collected data was useful for confirming dry weather flows and characterizing the relative wet weather flow response in different areas of the system.

The model integrates various dry and wet weather flow parameters to determine system capacity under different flow and planning scenarios. Key flow components incorporated into the model included: base (dry weather) wastewater flow (BWF), estimated based on winter water use data; groundwater infiltration (GWI), which occurs when water seeps into pipes under the ground through cracks and pipe joints; and rainfall-dependent infiltration and inflow (RDI/I) during storm events. For this Master Plan, a 10-year return period, 24-hour duration rainfall event was selected as the "design storm" to serve as the basis for computing design peak wet weather flows in the system. A 10-year return period has become a standard design storm criterion for many Bay Area agencies. **Table ES-1** presents the estimated existing and future average dry weather flow (ADWF) and peak wet weather flow (PWWF) for the selected design storm for the City's sewer system, based on the modeling conducted for this study.



City of Santa Clara
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Figure ES-1
Sanitary Sewer Collection System Overview

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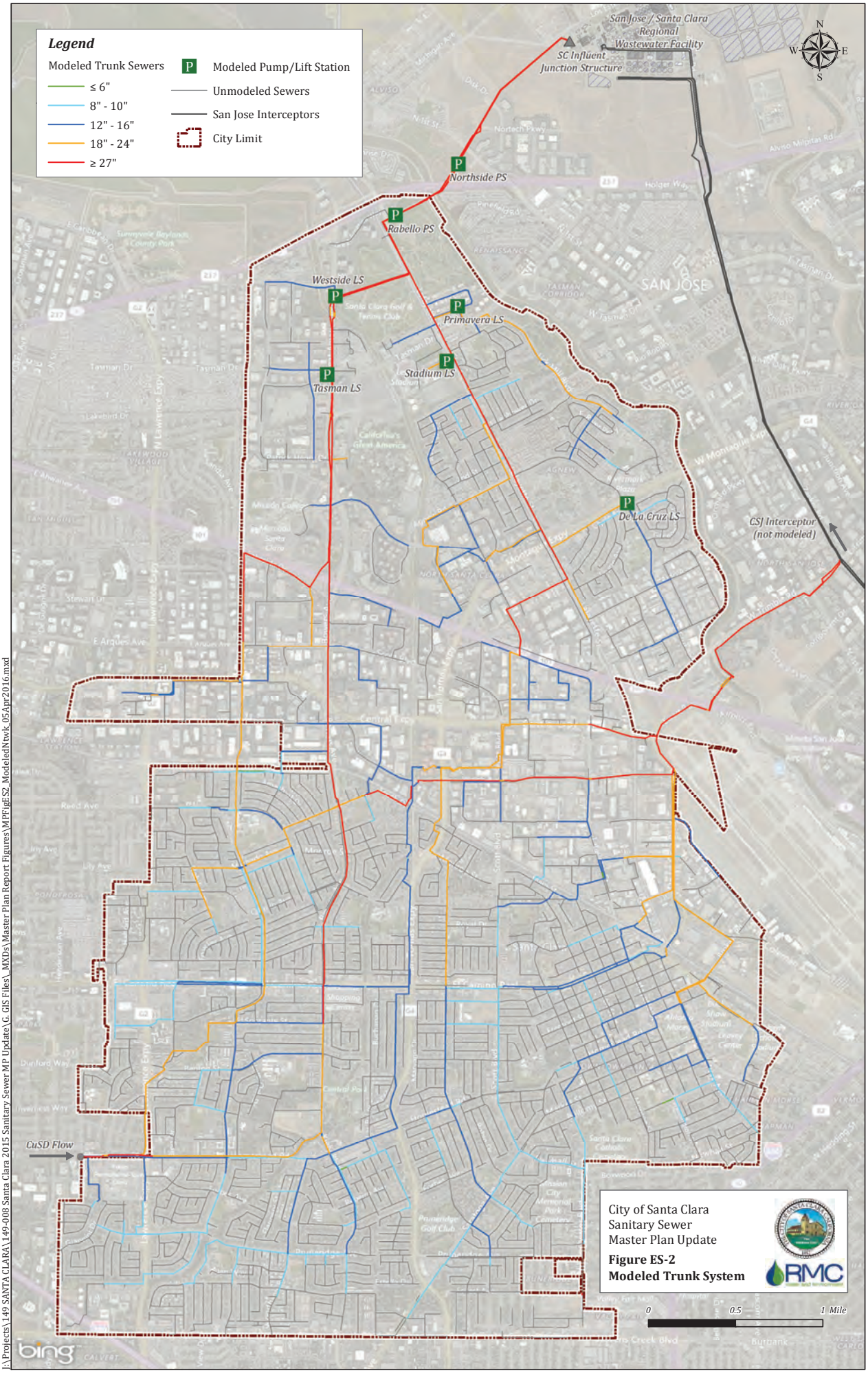

City of Santa Clara
Sanitary Sewer
Master Plan Update

Figure ES-2
Modeled Trunk System

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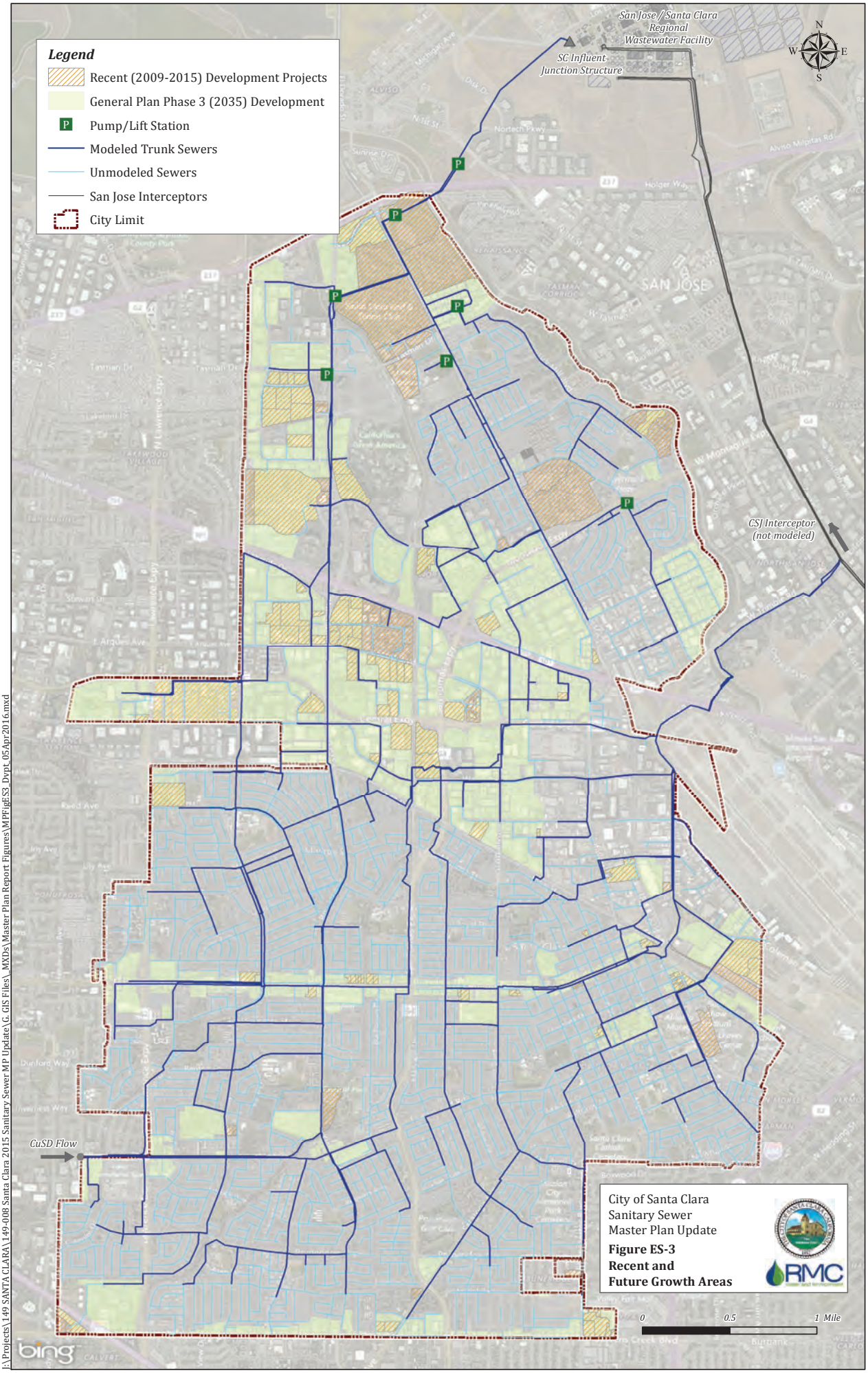

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Table ES-1: Collection System Flow Estimates

	Existing ADWF [2] (mgd)	Existing PDWF [2] (mgd)	Existing PWWF [3] (mgd)	Future ADWF [2] (mgd)	Future PDWF [2] (mgd)	Future PWWF [3,4] (mgd)
Flow Estimates by System Outfall [1]						
North (to Northside and Rabello Pump Stations)	10.2	15.2/16.0	27.9	24.6	33.5/34.4	41.0
East (to San Jose Zanker Road Interceptor)	4.7	6.4	11.7	9.8	13.3	18.3
Total	14.9	21.6/22.4	39.6	34.4	46.8/47.7	59.4
Flow Estimates by Agency [1]						
Santa Clara System	11.3	15.4/16.2	26.8	27.5	34.6/35.5	45.6
Cupertino Sanitary District	3.5	6.2	12.8	6.9	12.2	13.8
Total	14.9	21.6/22.4	39.6	34.4	46.8/47.7	59.4

1. Assuming that trunk sewer capacity deficiencies are relieved with recommended capital improvement projects presented in Table ES-2.
2. Includes groundwater infiltration for a typical wintertime period. ADWF and first value shown for PDWF includes typical non-game day flow from Levi's Stadium; second value shown for PDWF includes a peak game day flow from Levi's Stadium.
3. For 10-year design storm; assumes non-game day flow from Levi's Stadium.
4. Assuming peak wet weather flow from CuSD would not increase above its contractual maximum flow of 13.8 mgd.

Model results were examined to determine trunk system capacity needs, as indicated by areas where the flow in the pipes would exceed their capacity and cause surcharge conditions (water levels higher than the tops of the pipes). **Figure ES-4** shows the capacity assessment results for future PWWF conditions, indicating existing trunk sewers that were predicted by the model to be surcharged due to "throttle" conditions (peak flow exceeding full pipe capacity) or due to backwater from a downstream throttle condition, and locations of where the model predicts a surcharge condition severe enough to violate the City's capacity criteria, defined as water level that exceeds one (1) foot above the top of pipe. Most of these locations were predicted to be capacity issues only under future PWWF. Note that the locations of criteria violations are not necessarily the locations of the actual capacity-deficient pipes, but are typically located further upstream due to backwater from downstream deficiencies.

Note that no overflows are predicted under design storm conditions. Furthermore, all of the modeled pump stations have adequate firm capacity (capacity with largest pumping unit out of service) to convey the predicted PWWF without violating freeboard criteria or resulting in sewer overflows, although for two of the stations (Westside and Tasman), noticeable backwater surcharge was predicted because the switch-on set points for the lead pumps are higher than the influent lines.

Recommended Capacity Improvement Program

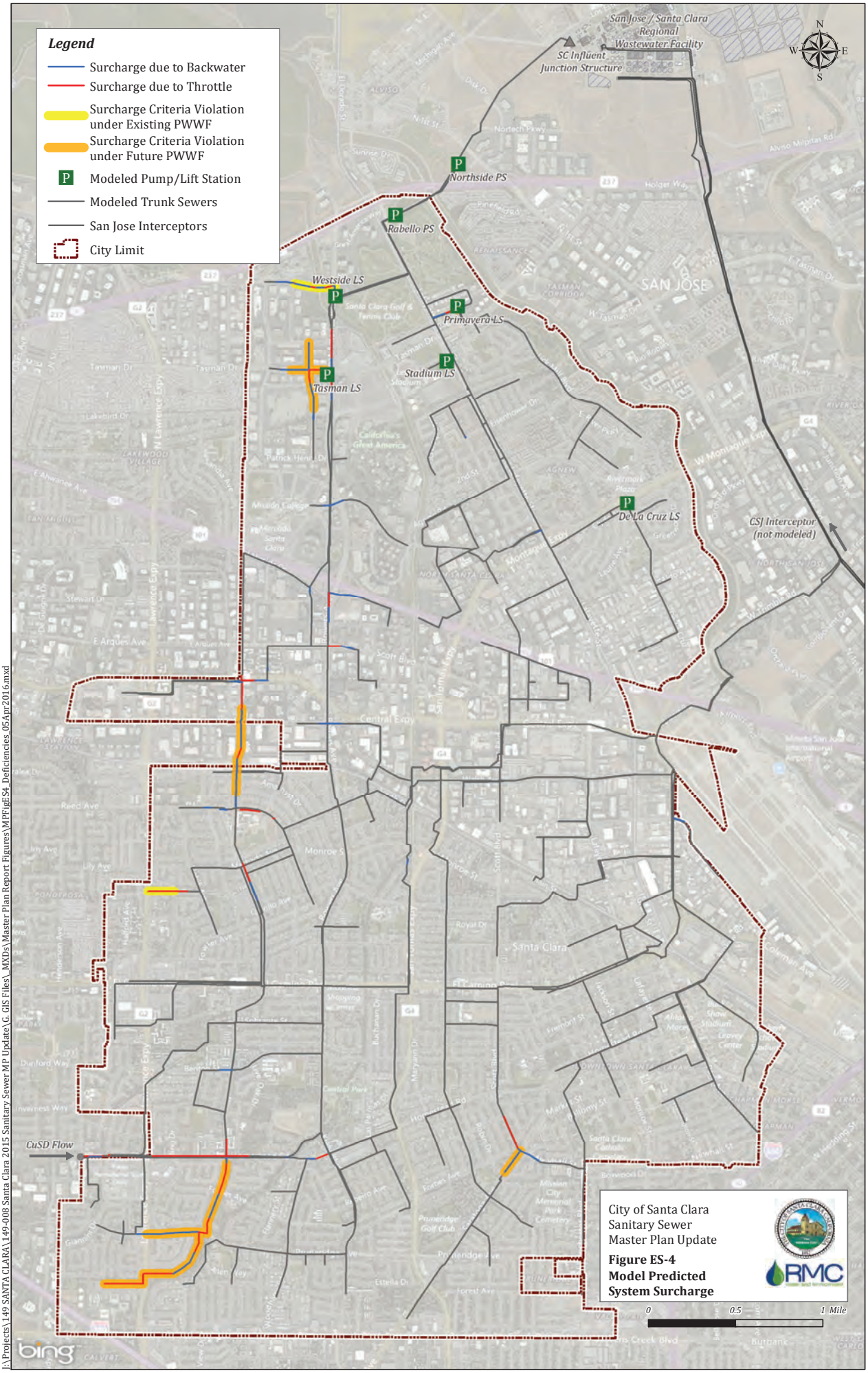
The Capital Improvement Program (CIP) recommended in this study is designed to provide for adequate sewer system capacity for the City's existing and anticipated future development. **Figure ES-5** and **Table ES-2** present the recommended capacity improvement projects. Projects have been assigned relative priorities based on the extent of criteria violations or surcharge. Priority 1 and 2 projects are required to address capacity deficiencies that result in criteria violations under current conditions, while Priority 3 projects are those that result in criteria violations under future conditions. In addition to these projects, there was also an additional project (Project E1) that was triggered by an entitlement requirement, discussed in more detail in Chapter 5.

As indicated in **Table ES-2**, the total estimated cost of the recommended capacity improvement program (without Project E1) is about $1.7 million. The total estimated cost, if the City implements Project P6-Alt instead of P6, would be approximately $2.8 million. Note that implementing Project P6-Alt would also increase the peak flow to the Rabello and Northside Pump Stations by about 1 mgd to each pump station, which could require further evaluation of and potential improvements to increase pump station capacity.

Implementation Recommendations

The City should begin implementation of the Capital Improvement Program recommended in this Master Plan, starting with the highest priority projects. The following items should be considered in project scheduling and design, and in future updates of the Master Plan.

- The alignments and sizes of projects should be verified with detailed predesign analyses, including topographic surveys, geotechnical investigations, utility research, and constructability reviews.
- The estimated costs assumed open cut construction, but alternative methods such as trenchless construction or construction of parallel relief pipes could be considered during design. The decision to parallel or replace existing sewers should consider the physical condition and remaining useful life of the existing pipelines; the availability of pipeline corridors for new sewer construction; and operation and maintenance concerns.
- The hydraulic model has been developed to assist the City in performing capacity analyses and updating the Master Plan in the future. The model should be kept up-to-date with changes to existing sewer connections, development plans, and sewer system facilities.
- The City should conduct additional flow monitoring at key locations in the sewer system, particularly the area tributary to the Chromite/Machado trunk sewers where both the 2006 and 2015 flow monitoring programs indicated high I/I. The City should also conduct smoke testing and television inspection to identify potential sources of I/I. Flow levels during large storm events should be compared to the peak flows simulated by the hydraulic model to verify the modeling predictions for the 10-year design storm and confirm the need for and sizing of Project P3 (Cabrillo Avenue Sewer Improvement).
- The City should coordinate with the CuSD on flow and planning assumptions to ensure that adequate capacity exists in the Santa Clara system to handle future flows from the District. The City should encourage CuSD to monitor the flows at the flow meter that it operates and maintains on Homestead Road at Swallow Drive on an on-going basis and periodically confirm meter calibration to verify the wastewater flows entering the Santa Clara system.
- The City should coordinate with the City of San Jose to ensure that its flow criteria and planning assumptions are consistent with those used by San Jose in its capacity master planning.
- The City should verify the need to implement project E1 (Tracy Drive Sewer Improvement). The project is triggered by the large sewer discharge assumed for parcel APN 316-17-018, which holds an entitlement agreement to discharge a potential flow of 0.95 mgd; however, it is currently discharging less than 10 percent of the entitled rate. While the City is obligated to provide capacity for entitlement holders, it is important to note that implementing this project now may result in oversized sewers where the current daily flow is not sufficient to provide the minimum cleaning velocity and thus creating potential debris and odor issues.



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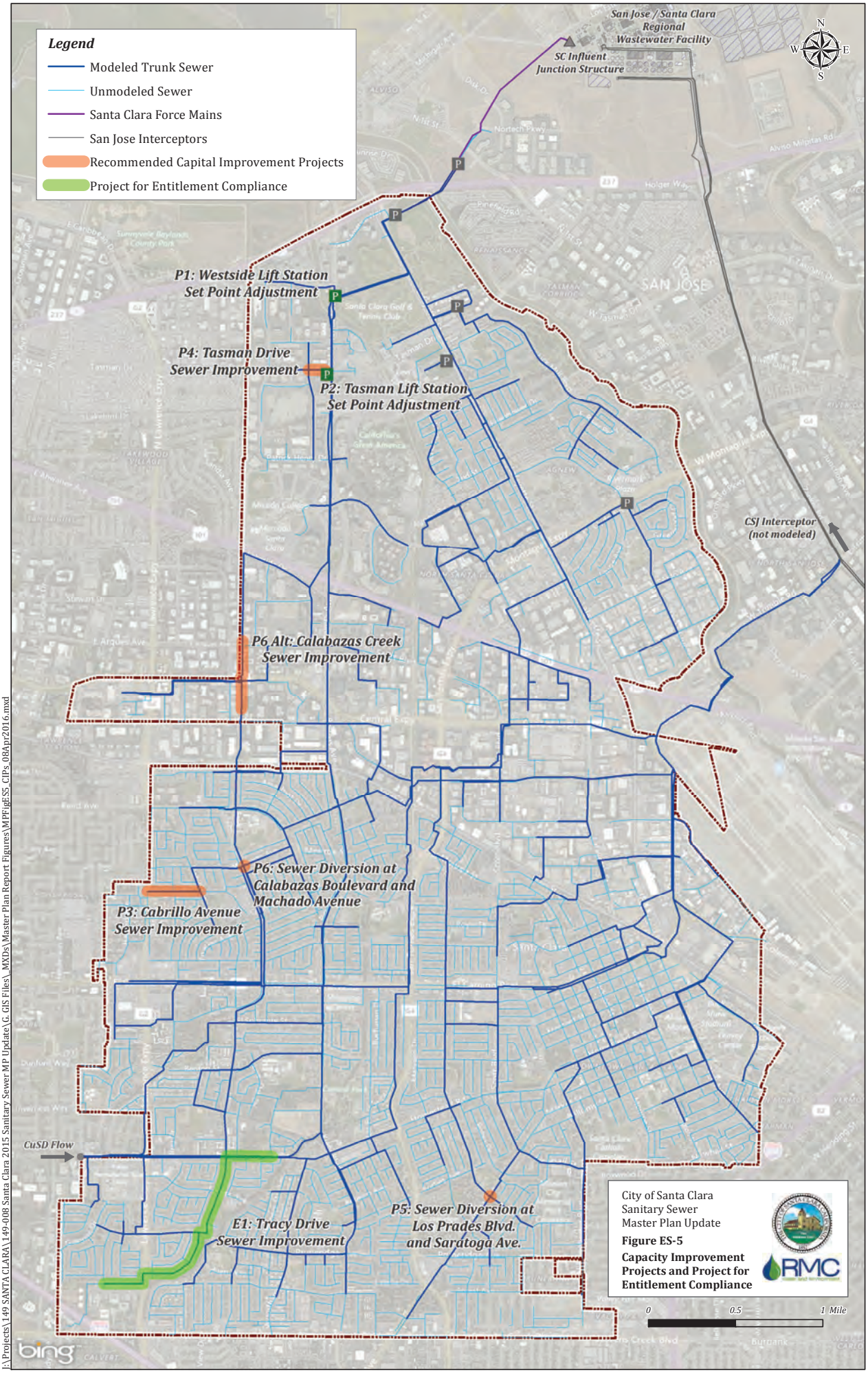

City of Santa Clara
Sanitary Sewer
Master Plan Update

Figure ES-5

Capacity Improvement Projects and Project for Entitlement Compliance

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Table ES-2: Recommended Capacity Improvement Projects

Project ID	Priority	Project Name	U/S MHID	D/S MHID	Description	Est. Capital Improvement Cost[1]
P1[2]	1	Westside Lift Station Set Point Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	--
P2[2]	2	Tasman Lift Station Set Point Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	--
P3	2	Cabrillo Avenue Sewer Improvement	S41-13	S41-20	Upsize 1,600 feet of 8-inch line in Cabrillo Ave. between Lawrence Expressway and Nobili Ave. to a 12-inch line.	$1,097,000
P4	3	Tasman Drive Sewer Improvement	S93-24	S93-35	Upsize 600 feet of 12-inch line in Tasman Dr. between Old Ironsides Dr. and Great America Pkwy. to a 15-inch line.	$327,000
P5	4	Sewer Diversion at Los Prades Boulevard and Saratoga Avenue	S25-85	S25-85	Install a weir in manhole S25-85 located in the intersection of Padres Blvd. and Saratoga Ave. to divert flow northwest to the existing 12-in line in Los Padres Blvd.	$77,000
P6	4	Sewer Diversion at Calabazas Boulevard and Machado Avenue	U/S of S52-93	S52-120	Install a new manhole upstream of S52-93 in the intersection of Calabazas Blvd. and Machado Ave., and install a new 15-inch high-level diversion line (approximately 200 feet) to divert excess flow from the existing 24-inch line in Calabazas Blvd. to the 21-inch line in Machado Ave. The diversion line should be about 6 inches higher than the invert of the 24-inch line.	$166,000
P6-Alt.[3]	4	Calabazas Creek Sewer Improvement	S62-31	S72-20	Upsize 1,800 feet of 24-inch line next to Calabazas Creek between Kifer Rd. and Scott Blvd. to a 27-inch line.	$1,334,000
					Estimated Total Cost for Recommended Projects P1 to P6:	$1,667,000
					Estimated Total Cost for Projects P1 to P5 and P6-Alt:	$2,835,000
E1[4]	N/A	Tracy Drive Sewer Improvement	S10-77	S22-51	Upsize approximately 6,600 feet of 10- to 12-inch line in Tracy Dr. and Pomeroy Ave. to a 15-inch line; install a new 15-inch line between manholes S22-55 and S22-46 in Pomeroy Ave. and Homestead Rd. (approximately 50 feet) to divert flow into Homestead Rd., and upsize approximately 1,400 feet of 18-inch line downstream to a 21-inch.	$4,654,000
					Estimated Total Cost (P1 to P6) including Project E1:	$6,321,000
					Estimated Total Cost (P1 to P5 and P6-Alt) including Project E1:	$7,489,000

1. All costs are presented in 2015 dollars and include 30 percent allowance for contingencies for unknown conditions and 25 percent for engineering, administration, and legal costs.
2. These proposed projects are operational, not capital improvements. Refer to Table 4-4 for recommended set points.
3. Project P6-Alt is presented for the purpose of identifying the solution and associated cost to maintain the current system flow configuration. Project P6 is the recommended project.
4. Project E1 addresses the potential capacity deficiency when parcel APN 316-17-018 begins to discharge its entitled flow of 0.95 mgd into the City's system.

Chapter 1 Introduction

This report presents the results and recommendations of the Sanitary Sewer Master Plan Update (Master Plan) for the City of Santa Clara (City). The report was prepared by RMC Water and Environment (RMC).

1.1 Background and Study Objectives

The City of Santa Clara is located in central Santa Clara County adjacent to the Cities of San Jose, Cupertino, and Sunnyvale. The City has a population of approximately 120,000 and is served by a wastewater collection system consisting of approximately 270 miles of sewer pipelines and seven sewage pump stations. The system collects wastewater flows generated within the City's service area and also wastewater flows from the major portion of the Cupertino Sanitary District (CuSD) via a connection at Homestead Road and Swallow Drive. Flow is conveyed eastward to the City of San Jose's interceptor sewer on Zanker Road and also northward to the Northside and Rabello Pump Stations, where the flow is pumped to the San Jose/Santa Clara Regional Wastewater Facility (SJ/SC RWF) for treatment and disposal. The City's sewer system and service area are shown in **Figure 1-1**.

The City's last sanitary sewer master plan was completed in 2007[2]. Since that time, the City has completed a number of sewer improvement projects and is experiencing new development in a number of areas, necessitating an evaluation of the capacity of the sanitary sewer system to handle future wastewater flows. This evaluation will help identify future capital needs for capacity improvements and associated requirements for financing those improvements through increased connection fees or other sources of funding. This Master Plan will confirm flows in the collection system and identify capital needs for capacity improvements.

The City is also required to comply with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (GWDR) adopted in 2006 by the State Water Resources Control Board. The GWDR, which applies to all publicly-owned sewer systems in California, includes the requirement to complete a Sewer System Management Plan (SSMP). The SSMP addresses the overall management, operation, and maintenance of the sanitary sewer system and must include a System Evaluation and Capacity Assurance Plan (SECAP). Therefore, this Master Plan is also intended to satisfy the SECAP requirements of the SSMP.

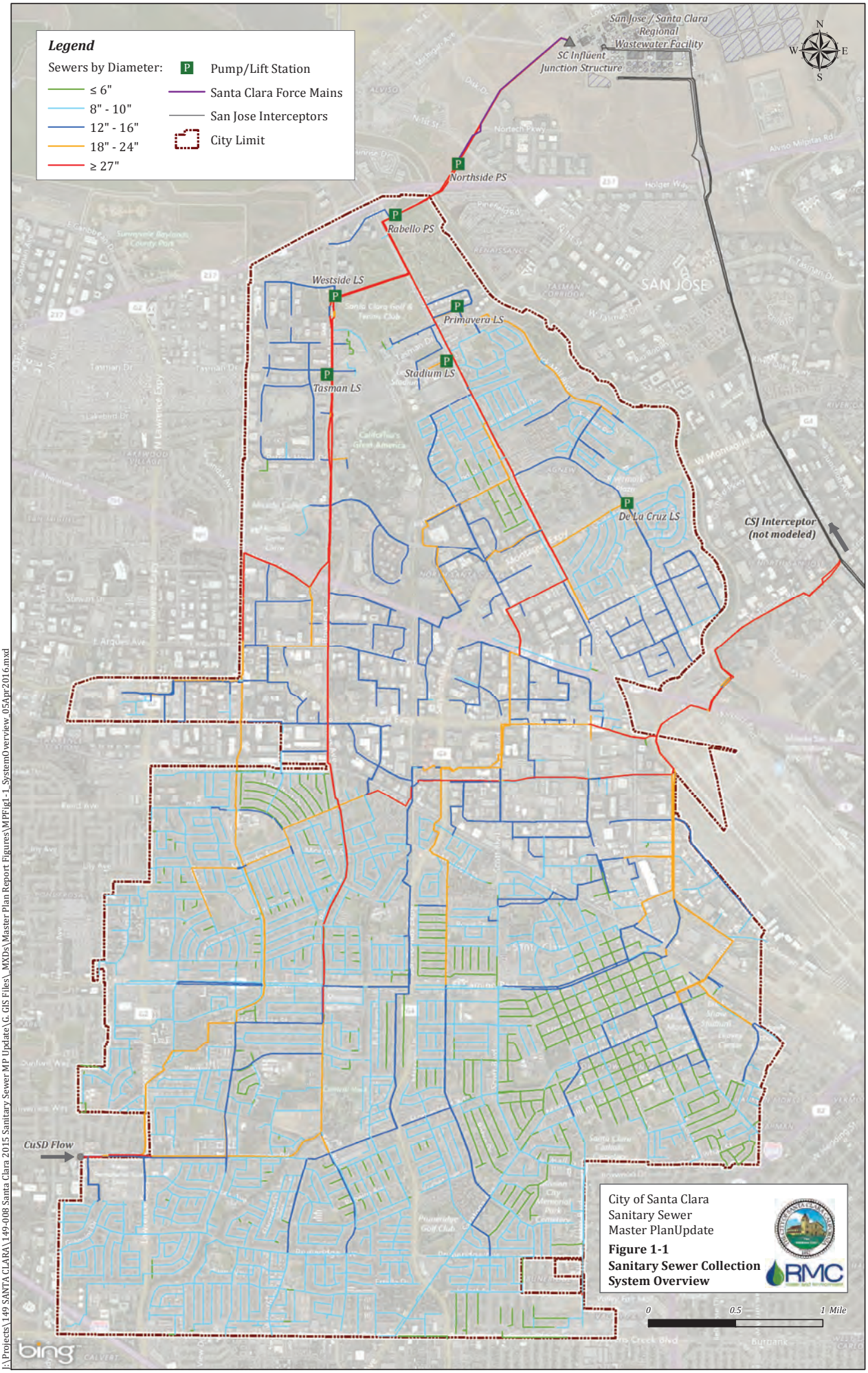
The overall objectives of this Master Plan are to develop wastewater flow projections for the City's collection area using up-to-date water use and land use information and flow monitoring data; develop an updated hydraulic model of the trunk sewer system; use the model to identify existing capacity deficiencies and future anticipated capacity requirements; and develop a phased Capital Improvement Program (CIP), including budget estimates, for implementing the required capacity improvements to the collection system.

[2] City of Santa Clara Sanitary Sewer Capacity Assessment, RMC Water and Environment, May 2007.

1.2 Scope of Study

The scope of the Master Plan, as well as a brief discussion of work conducted under each task, is described below.

- **Task 1 – Project Management and Coordination.** Periodic progress meetings were held with City staff to review project status and discuss project issues, and monthly status reports were prepared to document the work completed. Quality control was carried out, including checking of data and calculations, as well as senior review of proposed criteria, recommendations, and project deliverables.
- **Task 2 – Data Collection and Review.** Data, maps, geographic information system (GIS) files, and previous reports related to the wastewater collection system were reviewed to identify the information available for completing the Master Plan.
- **Task 3 – Flow Monitoring.** A flow monitoring program, consisting of the 23 meters and 4 rain gauges installed in the collection system for a period of about two months during the 2014/15 wet weather season was conducted to obtain data to characterize flows in the system and calibrate the hydraulic model. Two additional FloDar meters were also installed at the Guadalupe Chart Station on the Trimble Road trunk sewer to confirm flows recorded by the City's existing permanent meters at that site. Four of the sites were installed early, including a meter at Levi's Stadium to capture the 2014 Thanksgiving Day football game, and at the three most downstream meters to capture total flows to the Rabello and Northside Pump Stations.
- **Task 4 – Hydraulic Model Update.** An expanded hydraulic model of the City's trunk sewer system was developed using InfoWorks™ CS modeling software. Subcatchments (small areas of unmodeled sewers that contribute flow to the modeled system) were delineated to define areas loading to the model, and flow loads to the model were compiled using water use and land use data and flow factors representing unit base wastewater flow (BWF) rates, diurnal BWF patterns, and infiltration/inflow (I/I). The expanded model also included the Northside and Rabello Pump Stations, the two associated force mains, and a junction structure between the pump stations and the SJ/SC RWF. Meetings were held with City planning staff to identify and obtain pertinent land use data and to discuss specific planning issues and potential growth or development areas in the City. Additional meetings were also held with the City of Cupertino and the CuSD to obtain updated flow projections. The model was verified for system connectivity, calibrated for dry weather conditions, and then calibrated for wet weather conditions using actual storm events from the flow monitoring program under Task 3.
- **Task 5 – Evaluate System Hydraulic Performance and Develop Capital Improvement Projects.** The model was used to determine sewer system capacity requirements and identify capacity deficiencies under peak dry and wet weather flow conditions, defined based on a design storm and system performance criteria. Potential solutions to capacity deficiencies were identified and tested in the model, and capacity improvement projects and associated costs were developed based on these analyses. The model was also used to confirm the results of the City's 2010 Pump Station Evaluation to determine if the City's pump stations are adequate to convey future flows. The recommended capacity improvement projects were prioritized to develop a Capital Improvement Program (CIP).
- **Task 6 – Prepare Sanitary Sewer Master Plan (Update) Report.** This report was prepared to summarize and present the results and recommendation of the study.



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1.3 Report Organization

This report includes five Chapters, which are described below.

- **Chapter 1, Introduction,** presents the background, objectives, and scope of the Sanitary Sewer Master Plan Update.
- **Chapter 2, Basis of Flow Estimates,** discusses the planning area land use projections, the basis for developing estimates for each component of wastewater flows, and the base wastewater flow projections for the service area.
- **Chapter 3, Hydraulic Model Development,** describes the modeled sewer system, development of the model network and model loads, flow monitoring program, and model calibration.
- **Chapter 4, Capacity Analysis,** describes the capacity analysis and design criteria, model results, and potential solutions for identified capacity deficiencies.
- **Chapter 5, Recommended Capacity Improvement Program,** presents the recommended capacity improvement CIP, including project costs, prioritization, and implementation recommendations.

The Appendices to this report include plots of the flow monitoring data, model calibration graphs, model hydraulic profiles, and documentation for the recommended CIP, including project descriptions and cost estimates.

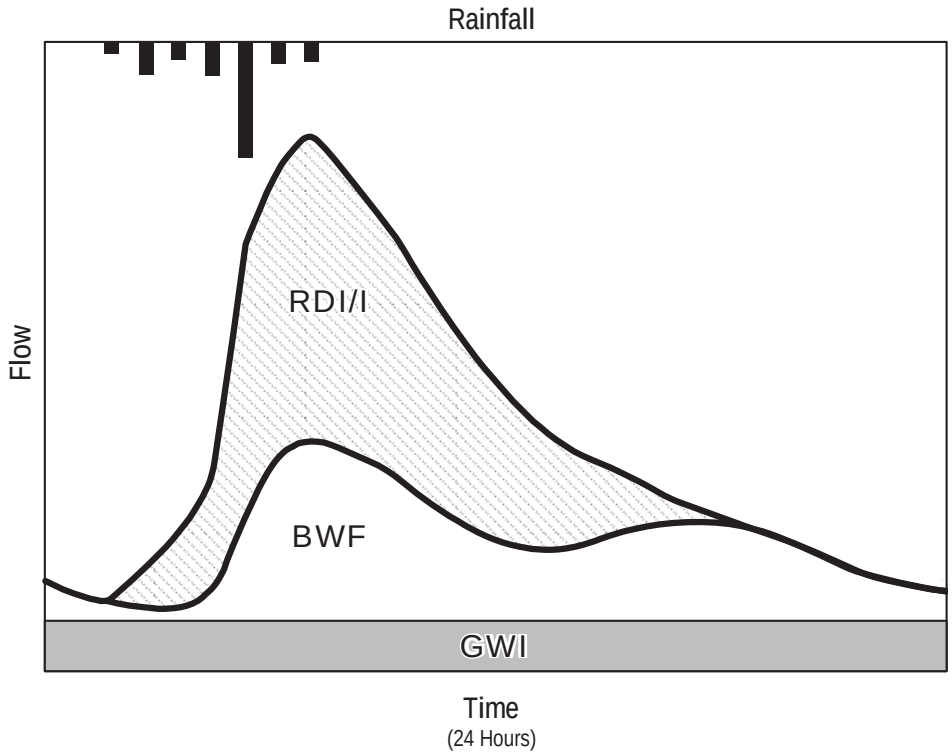
Chapter 2 Basis of Flow Estimates

This chapter presents the basis of wastewater flow estimates for the City's sanitary sewer system. The section describes the wastewater flow components used in the hydraulic model and the existing and projected future land uses for the City, which form the basis for generating base wastewater flows. Design flow estimates were developed based on criteria developed for each flow component: base wastewater flow, groundwater infiltration, and rainfall-dependent infiltration and inflow, and confirmed through model calibration, as described in Chapter 3 of this report.

2.1 Wastewater Flow Components

Wastewater flows include three components: base wastewater flow (BWF), groundwater infiltration (GWI), and rainfall-dependent infiltration/inflow (RDI/I), as illustrated conceptually in **Figure 2-1**. BWF represents the sanitary and process flow contributions from residential, commercial, institutional, and industrial users of the system. GWI is groundwater that infiltrates into defects in sewer pipes and manholes, particularly in winter and springtime in low-lying areas. GWI is typically seasonal in nature and remains relatively constant during specific periods of the year. RDI/I is storm water inflow and infiltration that enter the system in direct response to rainfall events, typically through direct connections such as holes in manhole covers or illegally connected roof leaders or area drains or, more commonly, through defects in sewer pipes, manholes, and service laterals that may have resulted from poor initial construction, settlement of trench backfill, or deterioration due to age. RDI/I typically results in short-term peak flows that recede quickly after the rainfall ends.

Figure 2-1: Wastewater Flow Components



2.2 Base Wastewater Flow

For the City's Master Plan Update, BWF loads were developed for both existing and future development conditions. Existing loads were developed based on average winter water use data from the City's customer billing records, and future loads were based mainly on the General Plan Phase 3 (2035) development forecast and known development and redevelopment projects that had occurred in recent years. The loading methodology for existing conditions and for projecting future BWF are discussed in the following subsections.

2.2.1 Existing Base Wastewater Flow

Existing BWF was estimated based on actual water billing records in the City's customer billing database. Data were first processed to exclude non-wastewater generating accounts such as fire, construction, or irrigation accounts; data for the remaining accounts were converted to average water use (in gallons per day, gpd) using the billing dates and quantities. Each account's BWF was estimated based on the average water use during the four winter periods between December 2010 and February 2014. Each user was also assigned one of three land use types (residential, commercial, or industrial) according to the account's North American Industry Classification System (NAICS) designation.

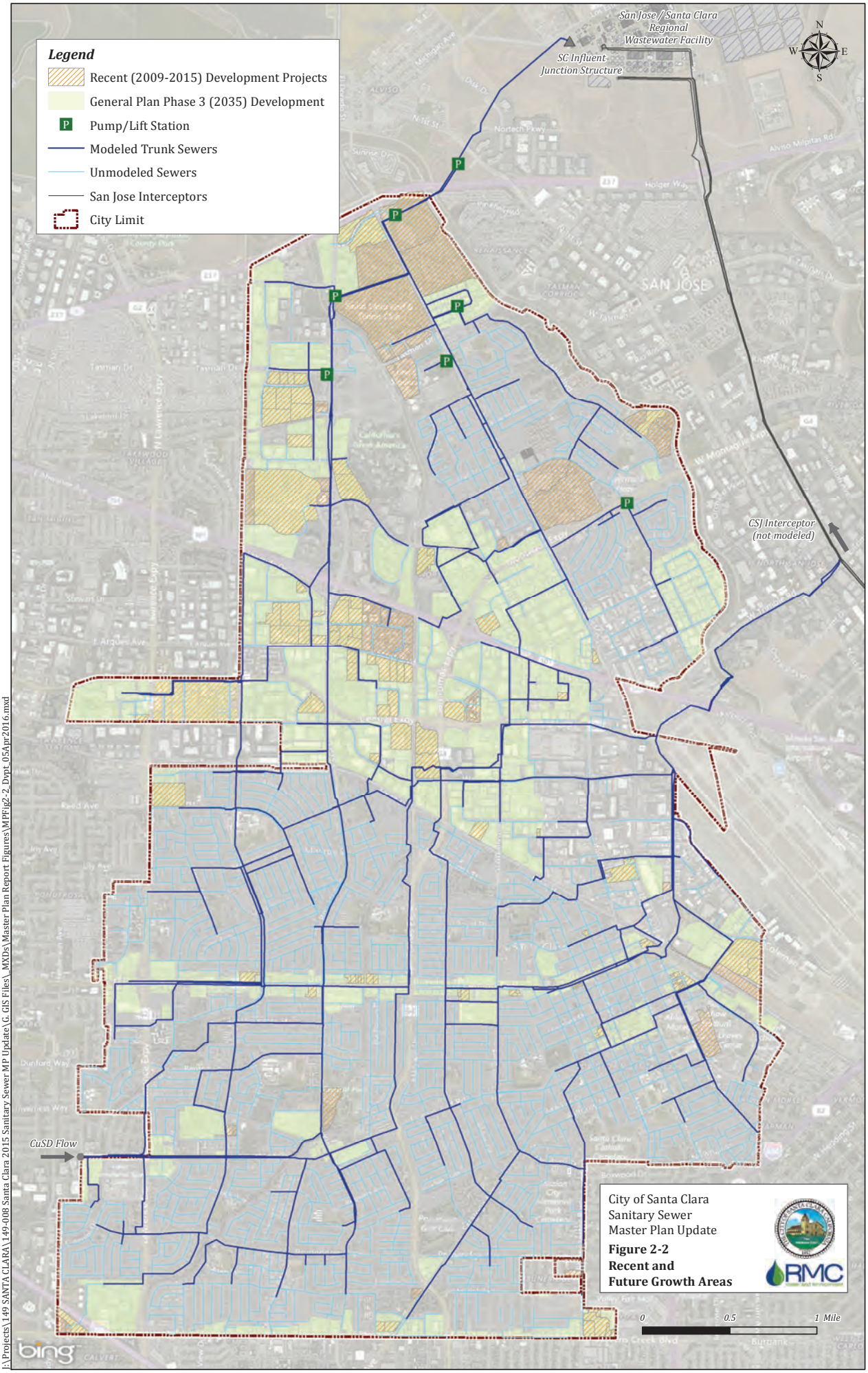
The City also has customers who use domestic wells and/or recycled water. The BWF for these customers were individually estimated based on their winter well usage data and recycled water billing data.

The BWF data (both water use and land use type) were further processed in GIS by geocoding the data to their corresponding parcels using the account's service address. The total BWF for each sewer subcatchment was then estimated by overlaying the subcatchment boundary on the parcels and summing the BWF of all parcels within each subcatchment.

The data were then imported into the hydraulic model to perform a dry weather simulation run, and the results were compared to the flow data collected during the most recent flow monitoring program, in which a total of 25 meters were installed at selected locations throughout the system and collected actual flow data between November 2014 and March 2015 (see further discussion of model calibration in Chapter 3). It was noticed that the modeled flows were consistently about 10 to 20 percent higher than the observed flows. One possible explanation was that there was some level of irrigation activities occurring even in the winter months due to the lack of rainfall in recent years. As such, a wastewater return factor of 10 to 20 percent was applied to the estimated BWF based on the water use data to attain a more reasonable match with actual flows observed in the field. The revised estimated BWF including the wastewater return factor is 6.5 million gallons per day (mgd) for residential accounts and 4.4 mgd for commercial and industrial accounts. These estimates do not include flow from the Levi's Stadium, which varies widely depending on the use of the venue and could potentially generate daily peak flows ranging from less than 0.1 mgd (for local events such as team practice or stadium public tours) to 1.0 mgd or higher (for major events such as the Super Bowl).

2.2.2 Future Base Wastewater Flow

The future scenario for this Master Plan Update refers to the projected flow condition in year 2035, which is the planning horizon for the City's current General Plan. The BWF for this scenario was estimated using multiple data sources, including the original General Plan Phase 3 development forecast that was prepared in 2009 plus various additions and corrections that City staff identified in 2015, development and redevelopment projects that have occurred between 2009 and 2015, and entitlement agreements for specific parcels. These areas are shown in **Figure 2-2**. A more detailed map and tabulation of the recent developments are included in **Appendix G**.



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The original future BWF projection was developed in 2009 as part of the City's overall General Plan Update effort, in which over one thousand parcels with development potential were identified and their developments were quantified in terms of dwelling units (for residential developments) and/or building square footage (for non-residential developments). The development quantities were multiplied by the corresponding unit flow factors depending on land use to convert the information into BWF estimates. These unit flow factors are summarized in **Table 2-1**.

Table 2-1: Base Wastewater Flow Unit Flow Factors

Type of Development	Unit Flow Factor (1)	Basis
Single Family Detached	245 gpd/DU	3.5 people/DU, 70 gpcd
Townhouse or Condominiums	175 gpd/DU	2.5 people/DU, 70 gpcd
Apartments	154 gpd/DU	2.2 people/DU, 70 gpcd
Hotels	100 gpd/room	n/a
Commercial Offices	0.1 gpd/sq. ft.	n/a
R&D Offices	0.15 gpd/sq.ft.	n/a

1. All unit flow factors are consistent with factors used in the 2007 Capacity Assessment.

Parcels that were not identified with development potential were assumed to retain the same land use through 2035 and therefore also maintain approximately the same level of wastewater generation, which was developed based on their 2005-2006 winter water billing data. This version of the future BWF projection has since then been used for various capacity evaluations, and was updated regularly when new development or redevelopment project applications were submitted to the City for capacity evaluation.

In 2015, the City identified a number of additional developments that were not accounted for in the original General Plan Phase 3 development forecast prepared in 2009. The City also identified a list of parcels with entitlement agreements that allow the owners of these parcels to discharge wastewater up to a certain flow rate without applying for permission or notifying the City. Neither set of data was accounted for in the original projection. Furthermore, the revised existing BWF estimates are noticeably lower than those developed based on the 2005-2006 winter water billing data. The decline could be mostly attributed to increased water conservation activities in response to the recent drought. This is also evidenced in the City's potable water sales records, which shows a sharp decline in the past ten years despite continuous population growth in the City. While it is possible that water use could rebound if and when the drought is over (e.g., behavioral changes such as reverting back to longer showers), some of the reduction is likely to remain permanent as a result of installing water-efficient plumbing fixtures and greater awareness of the need to continue conserving water.

In light of the various changes in water use and development information, a focused effort was undertaken to revise the City's future BWF projections. Parcels that were identified to have development potential in the revised General Plan Phase 3 forecast were re-processed using the updated development quantities. Parcels that were not identified with development potential were assumed to maintain their current water use, which is the updated existing BWF described in the previous section, instead of the original BWF based on previous 2005-2006 water use data, plus a 10 percent rebound factor to account for possible increase in water use in the future. For parcels that are on the list of development/redevelopment projects that the City has received between 2009 and 2015, their BWF was estimated according to the development quantities specified in their project applications. For parcels that hold entitlement agreements, BWF was set to their entitled flow rates.

Table 2-2 summarizes the existing (circa 2015) and future (2035) BWF for residential and non-residential sectors. Based on these estimates, BWF is projected to increase by over two fold to 27.1 mgd in 2035.

Table 2-2: Base Wastewater Flow Estimates

Land Use	Existing Flow (mgd)	Future Flow (mgd)
Residential	6.5	10.7
Non-Residential (1)	4.4	16.4
Total (2)	11.0	27.1

1. Does not include flow from the Levi's Stadium, which varies greatly depending on the use of the venue; average flow on a peak game day is approximately 0.19 mgd based on flow monitoring conducted as part of this project.
2. Does not include flow from the Cupertino Sanitary District (CuSD), which is discussed in section 2.5.

2.2.3 Diurnal Curves

In most sewer systems, BWF typically exhibits distinctive diurnal patterns depending on the land use, usually categorized as residential, commercial, and industrial. For Santa Clara, flow monitoring data showed typical responses to commercial and industrial patterns, but also two residential patterns: the northeastern part of the City in the vicinity of Lafayette Street and Montague Expressway appeared to have a more pronounced morning peak flow and a lower evening peak, while the rest of the City had a less peaky morning peak and a somewhat higher evening peak. As such, two residential diurnal curves were created to represent these two patterns.

The diurnal curves are shown in **Figure 2-3**. Each subcatchment was assigned one of the residential curves according to its location (Lafayette Area vs. all other areas); and one of the non-residential curves according to the primary type of non-residential establishments (commercial or industrial).

Figure 2-3: Wastewater Diurnal Curves

Figure 5A: Typical Residential Flow

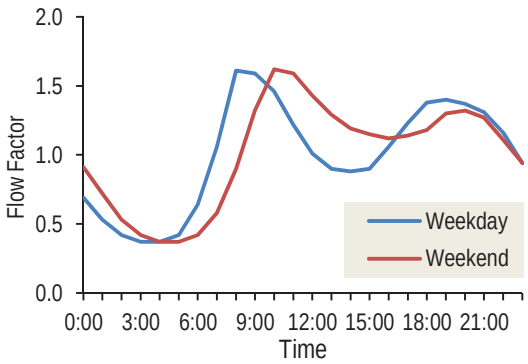


Figure 5B: Lafayette Area Residential Flow

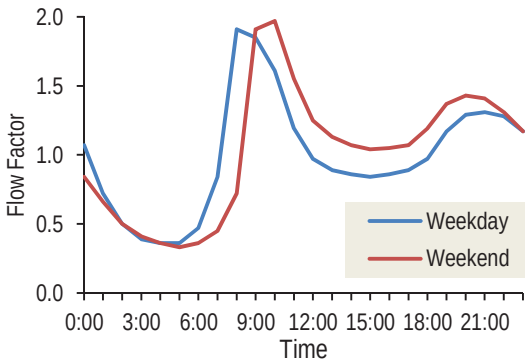


Figure 5C: Commercial Flow

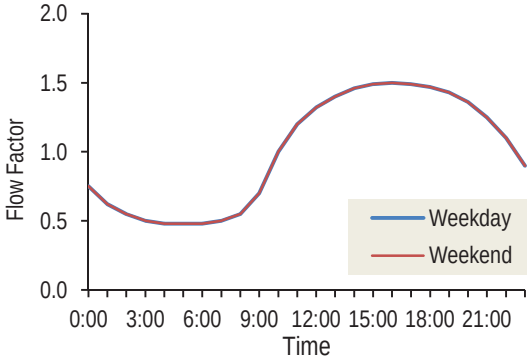
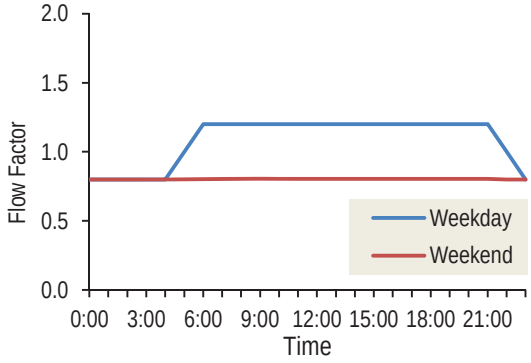


Figure 5D: Industrial Flow



Some of the City's large water users do not exhibit typical diurnal curves. To ensure their flow patterns are accurately reflected in the model, nonresidential accounts with average water use of over 50,000 gpd were identified and individually researched. A total of 18 such large users were identified, and City staff contacted each user to collect operational information regarding their sewer discharge pattern. Individual diurnal curves were created for each based on the operational hours indicated on their wastewater discharge permits or surveys. These large water users are summarized in **Table 2-3**.

Table 2-3: City's Large Water Users

Account Holder	APN	Address	Est. Average Flow (mgd)
Graphic Packaging Intl. Inc.	230-03-100	2600 De La Cruz Blvd.	0.587
Siliconix Inc.	104-39-023	2201 Laurelwood Rd.	0.405
Streamline Circuits Corp.	224-06-170	1415 Richard Ave.	0.308
Intel Corporation	104-48-010	3600 Juliette Ln.	0.191
Intel Corporation	216-46-015	3065 Bowers Ave.	0.099
Marvell Semiconductor Inc.	104-52-024	5488 Marvell Ln.	0.081
APCT Inc.	101-15-033	3495 De La Cruz Blvd.	0.074
Perkin Elmer Optoelectronics	104-13-083	2175 Mission College Blvd.	0.071
Owens Corning Sales LLC	224-07-099	960 Central Exp.	0.069
Applied Materials	216-49-024	3070 Bowers Ave.	0.067
Reaction Technology Inc.	104-51-001	3400 Bassett St.	0.067
City of Santa Clara – Electrical Dept.	230-03-067	524 Robert Ave.	0.065
Abbott Diagnostics Div.	104-50-016	5440 Patrick Henry Dr.	0.063
Diana Fruit Co. Inc.	224-40-001	651 Mathew St.	0.061
Oracle America Inc.	097-08-114	4100 Network Cl.	0.058
Digital 3011 Lafayette LLC	224-36-052	3011 Lafayette St.	0.053
Intel Corporation	104-39-020	2200 Mission College Blvd.	0.053
Agilent Technology	316-17-018	5301 Stevens Creek Blvd.	0.051

2.3 Groundwater Infiltration

Groundwater infiltration is generally quantified based on actual flow monitoring data, since it is difficult to predict GWI rates based on physical system data alone. In the context of design flow criteria, GWI represents the incremental groundwater infiltration that occurs during the wet weather season above the "baseline" infiltration level during the driest months of the year.

GWI can be estimated based on minimum flows during non-rainfall periods during a wet weather flow monitoring period. Minimum flows typical occur during the nighttime or early morning hours when base wastewater flows are at a low. Alternatively, GWI can be estimated as the difference between average metered flow during non-rainfall periods and computed average BWF. In either case, the resulting GWI, is expressed on a unit basis (gpd/acre or gpad) by dividing by the sewered acreage of the monitored area. Typical GWI rates may range from about 100 to 1,000 gpad.

GWI were estimated through the model calibration process (described in Chapter 3) by comparing model-simulated BWF to actual flow measurements from the temporary flow monitoring programs. Cases where model-predicted BWF was noticeably lower than monitored flow indicated the possible occurrence of GWI.

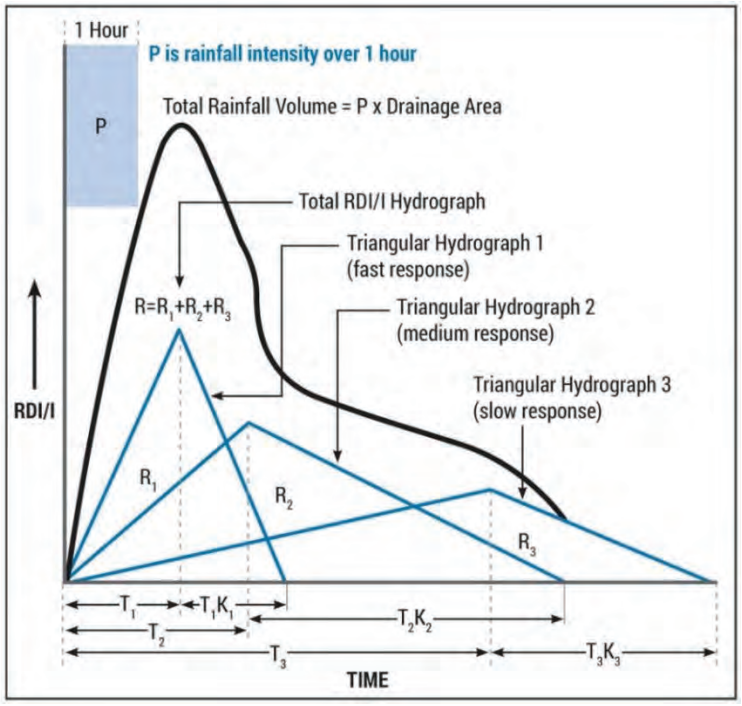
2.4 Rainfall-Dependent I/I

RDI/I flows result from rainfall events that produce infiltration and inflow of storm water into the sewer system. RDI/I can be quantified as the difference between the total flow during and immediately following a storm event and the non-rainfall "base flow" (BWF plus GWI) that is estimated to have occurred during the storm period. The magnitude of the resulting RDI/I response is typically described by the percentage of the rainfall volume (called the "R value") represented by the volume of the RDI/I hydrograph. The R value can vary from storm to storm, depending on such factors as the degree of soil saturation (due to antecedent rainfall) prior to the storm event.

The shape of the RDI/I hydrograph is also important in determining the peak RDI/I response. The RDI/I hydrograph shape is often defined by separating the total RDI/I hydrograph volume into components, representing different response times to rainfall (fast, medium, and slow). Each component is identified by a percentage of the total RDI/I volume and specific time to peak (T) and recession coefficient (K), illustrated in **Figure 2-4**. The R component percentages and T and K values can be applied to each hour of rainfall to generate a "synthetic hydrograph" that approximates the volume and shape of the hydrograph from the actual observed event. These parameters, when applied to a different rainfall pattern, can be used to estimate the RDI/I response to that particular rainfall event. This methodology is used to synthesize RDI/I hydrographs for a "design storm" for collection system modeling (see Chapter 3 for discussion of design storms).

Design criteria for RDI/I include design R values and hydrograph shape parameters and the hourly rainfall for the selected design storm event. As described in the next chapter, R values and hydrograph parameters are determined through the process of model calibration, in which actual observed rainfall events are simulated in the hydraulic model, and the resulting model hydrographs are compared to the measured flows at flow meters locations. The RDI/I parameters are adjusted as needed to achieve the best match of modeled to monitored flows. Once calibrated, the model RDI/I parameters can be applied to a design storm to simulate wet weather flows for a design event.

Figure 2-4: RDI/I Hydrograph Components



2.5 Flow from Cupertino Sanitary District

CuSD provides sewer collection services for the majority of City of Cupertino, portions of the City of Saratoga, and several unincorporated areas within Santa Clara County east of San Jose. Most of the flow is discharged into the Santa Clara system via a 27-inch sewer line in Homestead Road; the rest is discharged into the City of San Jose (CSJ) system at various other connection points.

CuSD maintains a permanent flow meter at its discharge point in Homestead Road. Meter data between November 2014 and March 2015 were reviewed and analyzed; the average dry weather flow (ADWF) was about 3.5 mgd. Similar to the declining trend observed for the City, CuSD's flow has also declined over 28 percent from the 2007 estimates of 4.9 mgd to the current estimates of 3.5 mgd, most likely also due to increased water conservation activities in response to the recent drought.

Multiple meetings were held with City staff and CuSD staff to discuss development projections within the CuSD service areas in an effort to estimate the future BWF for the CuSD system. Information from sources such as the City of Cupertino's General Plan 2020 and General Plan 2040, CuSD-SJ Joint Interceptor Cost Sharing Agreement (which indicates how much flow CuSD would be discharging into the San Jose system), ABAG projections, and CuSD meter data were discussed. Characteristics of the CuSD system, such as system age and I/I, planned sewer improvements, and known large development projects were also considered. Preliminary model simulations were conducted to understand the potential impact of the CuSD flow on the Santa Clara system under future peak design storm condition. For this Master Plan Update, City staff has directed RMC to use 6.90 mgd as CuSD's future ADWF, and cap its future PWWF at 13.8 mgd, which is the maximum flow rate set forth in the agreement[3] between the City and CuSD.

[3] Agreement between the City of Santa Clara and the Cupertino Sanitary District for (a) the purchase of capacity in Cupertino's sanitary interceptor sewer within the City of Santa Clara and (b) continued use by Cupertino Sanitary District of 13.8 MGD Peak Capacity in the City of Santa Clara's interceptor sewer system.

Chapter 3 Hydraulic Model Development

This chapter describes the process of developing and calibrating the hydraulic model for use in the capacity assessment, including the flow monitoring program that was conducted for this study.

3.1 Modeling Terminology

Network refers to the representation of the physical facilities being modeled. The primary components of the modeled network are pipes, manholes, and pump stations.

Nodes are primarily manholes, but also include pump station wet wells, outfalls (discharge points of the modeled system) and breaks (changes in slope or diameter without a structure, such as at the vertical bends in inverted siphons). The primary data associated with nodes are rim and invert elevations. In the case of wet wells, the data also includes the diameter (for a circular well) or cross-sectional area.

Pipes are connections between nodes. The primary data associated with pipes are upstream and downstream node IDs, pipe length, diameter, and upstream and downstream invert elevations. Pipes include both gravity sewers and force mains.

Pumps are represented by links connecting the wet well node(s) and the discharge manhole or upstream end of the force main. Pumps are controlled by a number of user-defined parameters, including the switch-on and switch-off levels, types of pumps, and head discharge curves.

Other model components include **Gates and Weirs**, which are represented by links with zero length. Primary data associated with gates are the opening width and invert; data associated with weirs are the crest width and crest elevation.

Subcatchments are areas that contribute flow to the modeled sewer network and represent the unmodeled sewers in the collection system. Data associated with subcatchments include base wastewater (sanitary) flow (computed based on population, water use, or other available data), type of land use (which defines the diurnal profile associated with the base wastewater flow), infiltration/inflow (I/I) parameters, and the node at which the flow from the subcatchment enters the modeled system.

Loads are the flows assigned to each subcatchment. Components of model loads include residential and commercial base wastewater flow (BWF), groundwater infiltration (GWI), and rainfall-dependent I/I (RDI/I). As a sum, they represent the total wastewater flow applied to the model.

Models are the combination of a modeled network, its associated subcatchments and loads, and other data files (e.g., rainfall, diurnal profiles, etc.) that comprise a specific model scenario.

3.2 Delineation of Modeled System

A hydraulic model is typically developed to represent the *trunk* sewer system, which is the network of larger diameter pipes that comprises the "backbone" of the entire system. The City's original hydraulic model was developed by RMC as part of the 2007 Capacity Assessment project and included approximately 28 percent (about 76 miles) of the total sewer pipelines and four of the pump stations. The model was originally constructed using modeling software MIKE URBAN™ (SWMM version) and was converted to InfoWorks™ CS in 2008. RMC has continuously maintained and updated the model as sewer improvement projects were implemented or when new network data became available.

For this Master Plan Update, the model was expanded to include approximately 34 percent (about 92 miles) of the total pipelines and all seven pump stations. The force mains downstream of the Rabello and Northside pump stations were also added. A summary of the system's pipeline inventory is provided in **Table 3-1**. The modeled network is shown in **Figure 3-1**.

Table 3-1: Sewer Collection System Model Summary

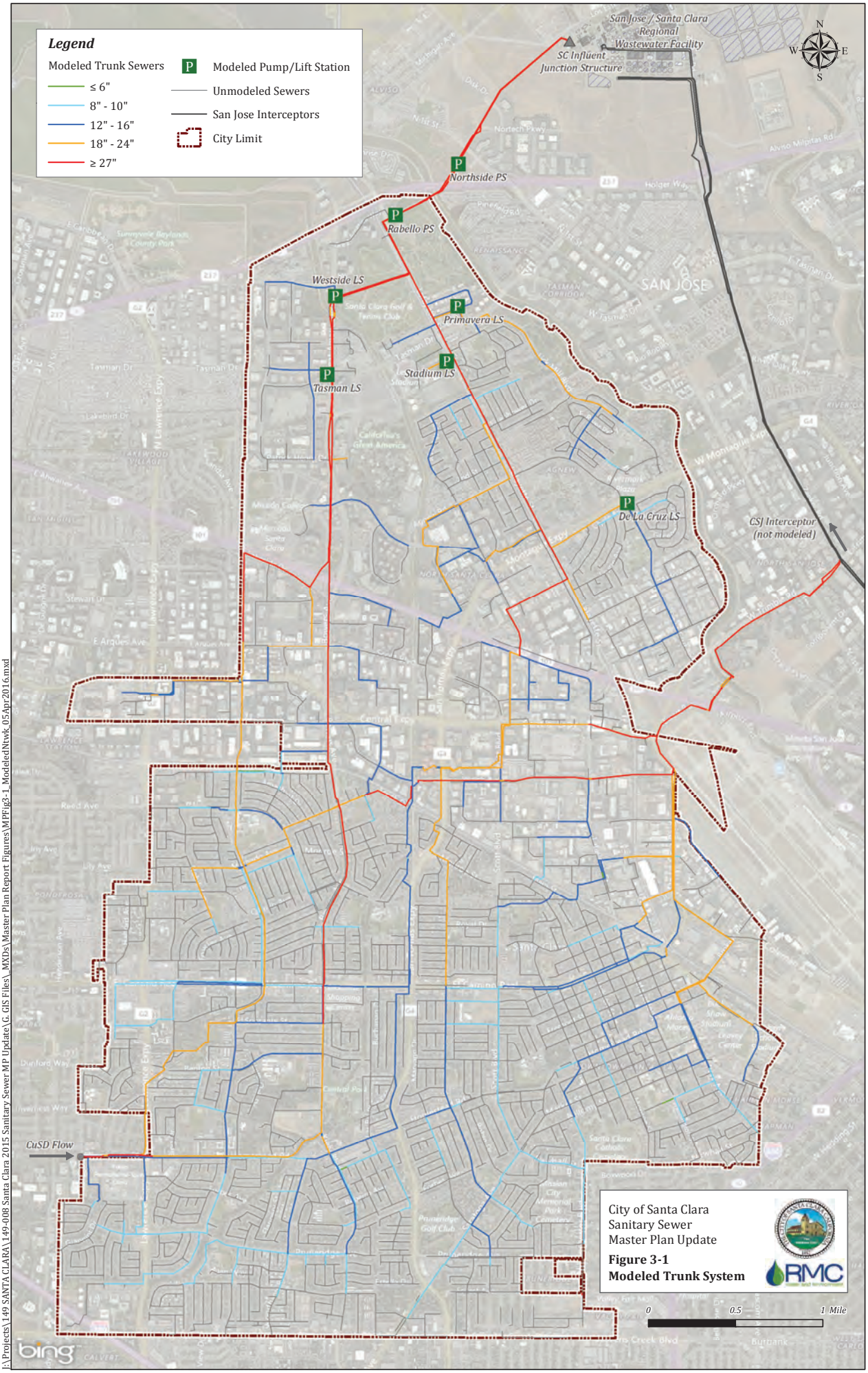
Pipe Diameter (in)	Total Length[1] (ft)	Length Modeled[1] (ft)	Percent Modeled
4-6	197,400	1,800	0.9%
8	619,600	48,300	8%
10	132,300	65,200	49%
12	224,900	120,300	53%
14-16	62,800	59,400	95%
18	43,700	42,000	96%
20-21	15,300	15,300	100%
24	49,600	49,600	100%
27	15,000	15,000	100%
30	25,900	25,900	100%
>30	38,100	38,100	100%
Force Main	13,000	13,000	100%
Total (feet)	1,437,600	493,900	34%
Total (miles)	272.3	93.5	34%
Approx. No. of Manholes	5,260	1,870	36%
No. of Siphons[2]	53	53	100%

1. Rounded to the nearest hundred feet.
2. This refers to the total number of barrels. Some siphons have multiple barrels.

All seven pump stations in the system are included in the model. A survey was conducted to collect information on pump curves and the operational sequences, as summarized in **Table 3-2** below. Pump capacity analysis was conducted for all stations and the results are summarized in Chapter 4 of this report.

Table 3-2: Collection System Pump Station Summary

No.	Station Name	No. of Pumps	Description	Emergency Bypass
1	Westside Lift Station	2	Identical Flygt 3127 pumps.	Yes
2	Tasman Lift Station	2	Identical Flygt 3127 pumps.	Yes
3	De La Cruz Lift Station	2	Identical Flygt 3127 pumps.	Yes
4	Primavera Lift Station	6	Identical Flygt 3127 pumps.	Yes
5	Stadium Lift Station	6	New lift station completed in 2014. Two identical low-flow pumps (Flygt 3127) and four identical high-flow pumps (Flygt 3153).	Yes
6	Rabello Pump Station	8	Identical Flygt 3202 pumps. Four new pumps installed in 2013 and in 2014.	Yes
7	Northside Pump Station	4	Four identical Flygt 3356 pumps.	Yes



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Flows are loaded into the model at "loading manholes," each representing the point where flows from adjacent parcels or parcels connected to unmodeled sewers discharge to the modeled network. The parcels connected to unmodeled sewers were grouped into sewer subcatchments based on the modeled manhole to which the unmodeled sewers drain. Each subcatchment was associated with a unique load manhole in the model network. Approximately 860 sewer subcatchments and associated loading manholes were delineated for defining the model loads. The subcatchments and load manholes are shown in **Figure 3-2**.

3.3 Model Network Construction and Validation

Data of the expanded network were compiled from available as-built drawings, field measurements, and Excel files from previous modeling efforts. The network was also validated using the following steps:

- The entire modeled network (both the original network and the expanded portion) was checked for connectivity, i.e., verifying that correct upstream/downstream manholes were identified for each pipe and there were no missing links in the network.
- Profiles were plotted for each series of pipe segments to visually check for missing or suspect data, such as missing rim or invert elevations, negative pipe slopes, or abrupt steps up or down in pipe inverts. Where appropriate, data were interpolated or verified through field investigation or as-built drawings.
- As-built drawings and field data were used to develop details for the modeled pump stations, such as wet well elevations and dimensions, number of pumps, pump types, on/off levels, and discharge curves.
- Flow splits (manholes with more than one outlet pipe) were identified, and field verification and/or as-built drawings were requested as needed for further verification of outlet pipe elevations and/or the existence of weirs or other flow diversion structures.

3.4 Flow Monitoring Program

Flow monitoring was conducted between November 2014 and March 2015 to measure actual flows in the system for analysis and calibration purposes. The monitoring was conducted by V&A Consulting Engineers (V&A) as subcontractor to RMC. The flow monitoring program originally consisted of 23 flow meters and four rain gauges. Most of the meters were installed and operational from December 10, 2014 to March 4, 2015 (approximately 12 weeks). Four of the meters, Meters 1 through 4, were installed earlier on November 22, 2014 to collect data during scheduled game events at the new Levi's Stadium.

Factors that were considered in selecting the flow meter sites included:

- Location of sites used in 2006 flow monitoring program for the City's previous sewer system capacity assessment study
- Similar sized tributary areas
- Ability to isolate areas to characterize flows for model calibration
- Provides more specific information about flow splits
- Preferred hydraulic conditions (i.e., manholes on a straight line preferred over manholes on bends or with multiple incoming pipes)
- Ease of access and safety considerations

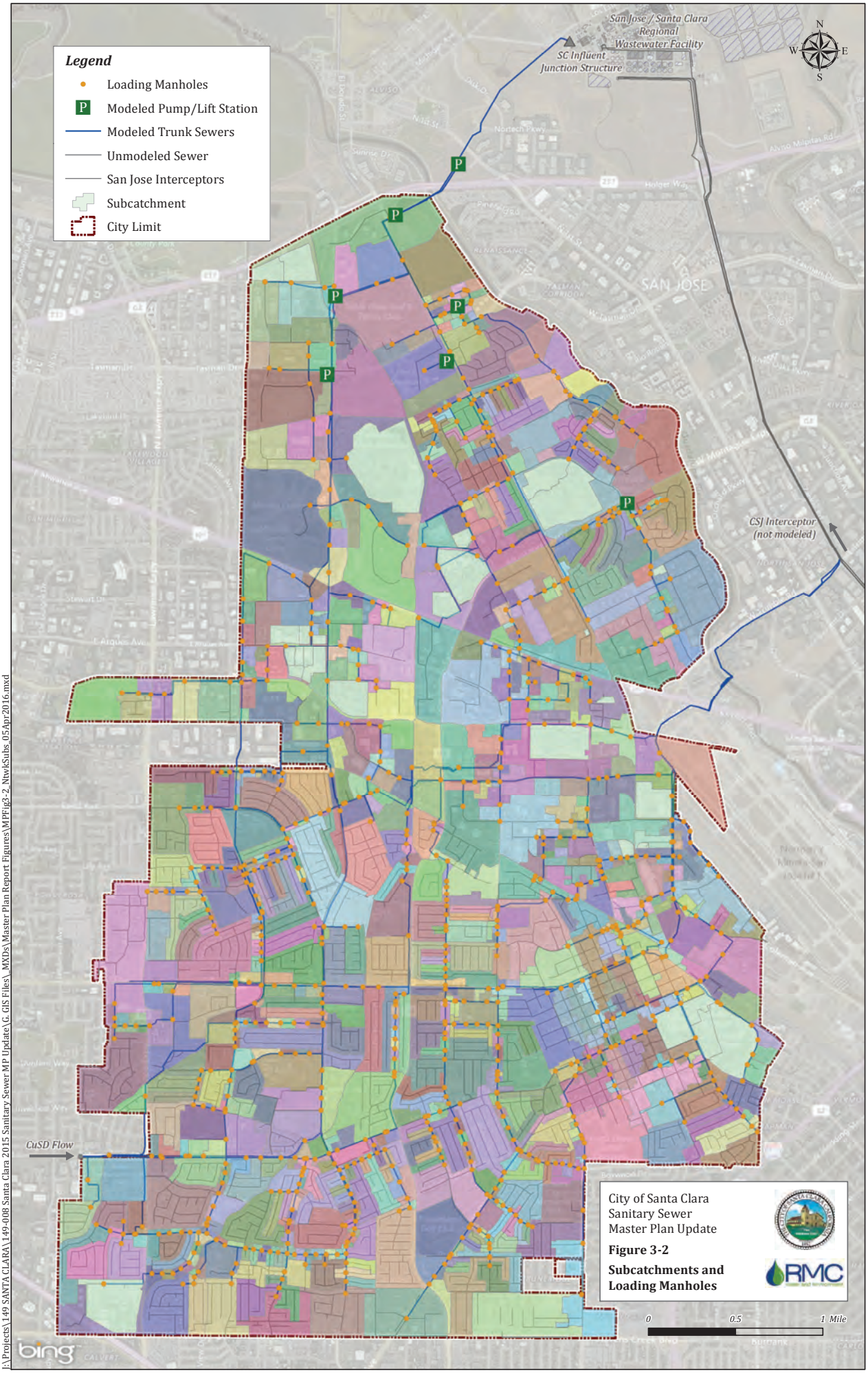
In addition to the 23 sites, the City also owns and maintains two permanent flow meters at the Guadalupe Chart Station just upstream of the connection with the City of San Jose's Interceptors. Upon review of the data collected at these two meters, it was determined that a field calibration was necessary. V&A performed field calibration, and also installed two temporary flow meters at the same site to verify and ensure data quality of the two permanent meters.

The flow monitoring sites are listed in **Table 3-3** and shown on **Figure 3-3**. A flow meter schematic is shown on **Figure 3-4**. Four rain gauges were installed to collect representative rainfall data over the service area during the monitoring period. The rain gauge locations are also shown on Figure 3-3.

Table 3-3: Summary of Flow Monitoring Sites

Meter ID	Location	Manhole ID	Pipe Size (in)	Avg. Flow [1] (mgd)	Peak Flow [2] (mgd)
1 [3]	Lafayette St. north of Calle de Mundo	S104-28	36	3.91	7.95
2 [3]	Golf course private road west of Lafayette St.	S104-26	33	3.97	8.36
3 [3]	Lafayette St. north of Calle de Mundo	S104-30	42	3.05	9.24
4 [3, 4]	Parking lot of the new Levis Stadium	S94-35	24	0.22	0.94
5	Mission College Blvd. north of Our Lady's Wy.	S83-21	33	3.97	10.3
6	Mission College Blvd. north of Our Lady's Wy.	S83-22	30	2.60	6.37
7	Upstream of Primavera Lift Station.	S105-34	24	0.89	1.81
8	Lafayette St. north of Montague Expwy.	S86-12	30	1.79	4.80
9	Calabazas Creek south of Kifer Rd.	S62-40	24	1.98	6.34
10	San Juan Ave. and Monroe St.	S52-79	24	0.80	2.80
11	Chromite Dr. and Pilot Knob Dr.	S53-40	24	1.06	4.76
12	Chromite Dr. and Alhambra	S53-23	24	1.19	4.74
13	Bowers Ave. just north of Bonnie Dr.	S53-54	30	3.50	7.22
14	South Dr. south of Loma Vista Ln.	S54-16	15	0.53	1.12
15	Nvidia Parking lot, west off of Scott Blvd. south of Central Expwy.	S65-50	18	0.45	1.44
16	Central Expwy west of UPRR	S67-13	27	1.43	2.70
17	De La Cruz Blvd. north of Martin Ave.	S58-9	24	0.40	1.48
18	De La Cruz Blvd. north of Martin Ave.	S58-8	24	1.14	
19	North of intersection of Wren Ave. at Kent Avenue	S21-18	24	1.63	3.13
20	Homestead Rd. west of Cherry Orchard Place	S21-47	18	1.74	4.00
21	Kiely Blvd. south of Kaiser Dr.	S23-6	24	2.25	3.68
22	Los Padres Blvd. at Bray Ave.	S45-80	18	0.76	4.60
23	Brokaw Rd. north-east of UPRR	S48-31	18	0.58	1.81
M1 [5]	Guadalupe Chart Station East Line	N/A	33 [6]	3.89	5.80
M2 [5]	Guadalupe Chart Station West Line	N/A	33	1.07	2.64

1. Average flow during non-rainfall period in mid- to late January.
2. Peak 15-minute flow during flow monitoring period (during December 11-12, 2014 storm event for most meters)
3. Meters 1 through 4 were installed on November 22, 2014. All other meters were installed on or around December 10, 2014. All meters were removed on or around March 4, 2015.
4. Average flow represents a typical non-game day flow; peak flow represents a game day flow.
5. Meters M1 and M2 were installed starting January 9, 2015 in addition to the two permanent meters at the Guadalupe Chart Station.
6. Field measurements and observation show this line to be a 36-inch pre-fabricated T-lock lined pipe, while design drawings show its diameter to be 33 inches. A research was done to verify the pipe diameter but did not reach a conclusive result. As such, this pipe remains a 33-inch in the model.



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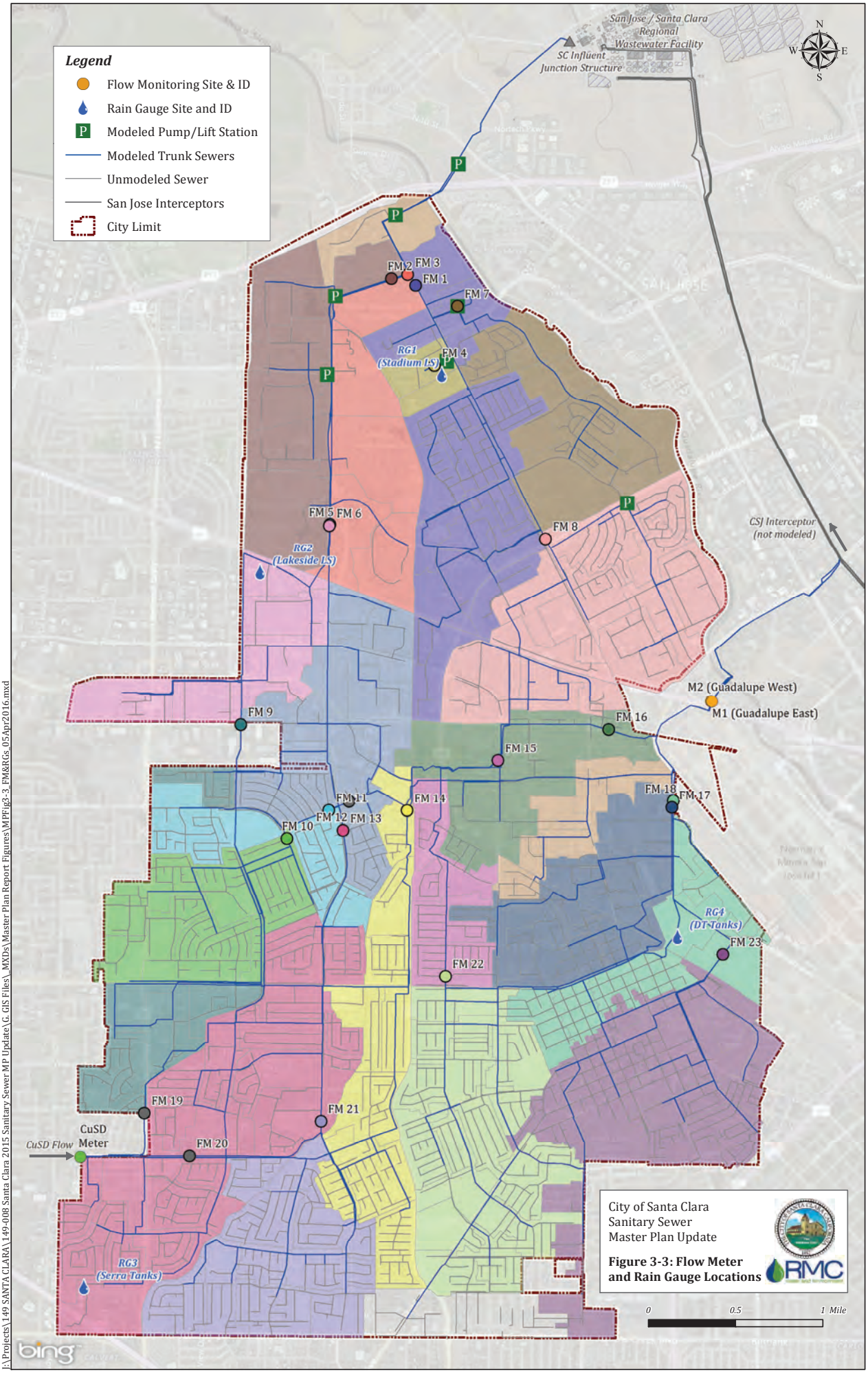

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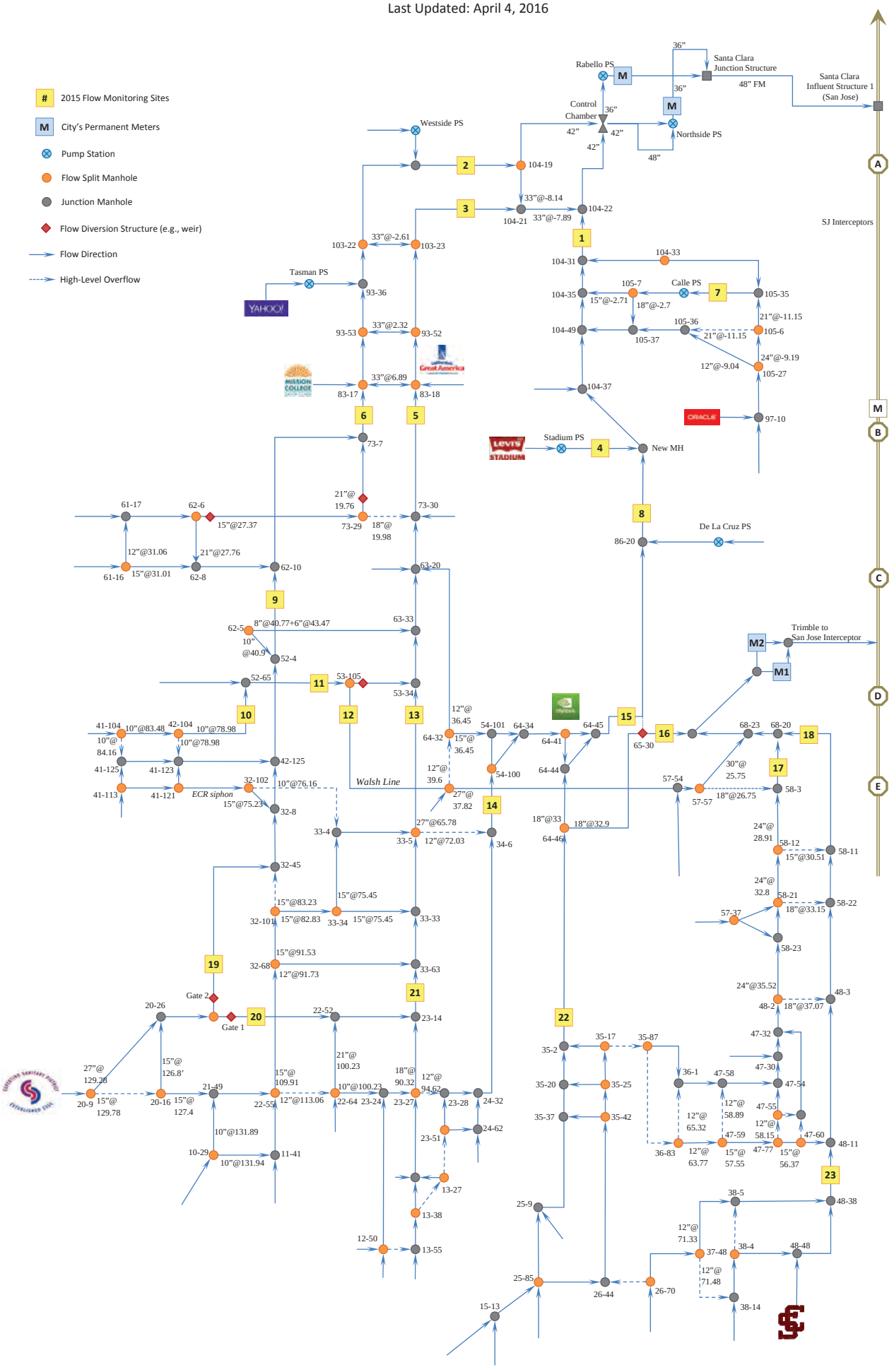
Figure 8: City of Santa Clara Trunk Sewer System Schematic

Last Updated: April 4, 2016



During the flow monitoring period, all of the monitoring sites and the two permanent meter sites at the Guadalupe Chart Station were visited approximately biweekly to check meter operation and site conditions, obtain field calibration measurements, and download collected data. Field calibration involves taking manual depth measurements and flow velocity measurements using a portable velocity meter. These calibration measurements were compared to and used to adjust monitor-recorded depth and velocity if needed. Calibration measurements were taken at different times of day in order to obtain calibration points for the full range of typical diurnal flows.

Approximately four storm events occurred during the flow monitoring period. The biggest event occurred on December 11, 2014, in which over 3 inches of rainfall were recorded within a 24-hour period, with a peak hour rainfall of 0.38 inch between 9 a.m. and 10 a.m. This is the event used for wet weather flow calibration, discussed further in Chapter 3.

Plots of the flow monitoring data and a tabular summary of daily average, minimum, and maximum flows for each meter are included in **Appendix A**.

3.5 Model Calibration

Model calibration is the process of comparing model-computed flows to observed (monitored) flows to verify that the model is accurately simulating flows in the sewer system. As described above, temporary flow monitoring programs consisting of 25 flow meters installed in the Santa Clara system during the 2014/15 winter season as part of the study. The data collected during this flow monitoring program were used for model calibration.

3.5.1 Dry Weather Calibration

The 14-day non-rainfall period from January 17 to January 30, 2015 was used for dry weather calibration. The dry weather calibration process was used to verify BWF loads and diurnal curves, and to quantify GWI (as indicated by monitored flows that were higher than estimated BWF). **Table 3-4** compares the model vs. metered average dry weather flow (ADWF) at each of the meter locations. **Figure 3-5** shows an example plot of model vs. metered flow for one of the flow monitoring locations in the system (Meter 5). Dry weather calibration graphs for all meters are included in **Appendix B**.

Overall, the model calibration resulted in a reasonably good match at most locations, but there were differences at some locations. These differences may be due to inaccuracies in the meter data, water use loadings, or configuration of the system (e.g., upstream flow splits, weir settings, etc.). Extensive effort was made to resolve as many of the calibration differences as possible. As shown in **Table 3-4**, the sum of the observed flows at the most downstream meters (Meters 1, 2, 3, M1 and M2) was within 6 percent of the modeled flows, which provides confidence that the overall flows in the model are reasonably accurate.

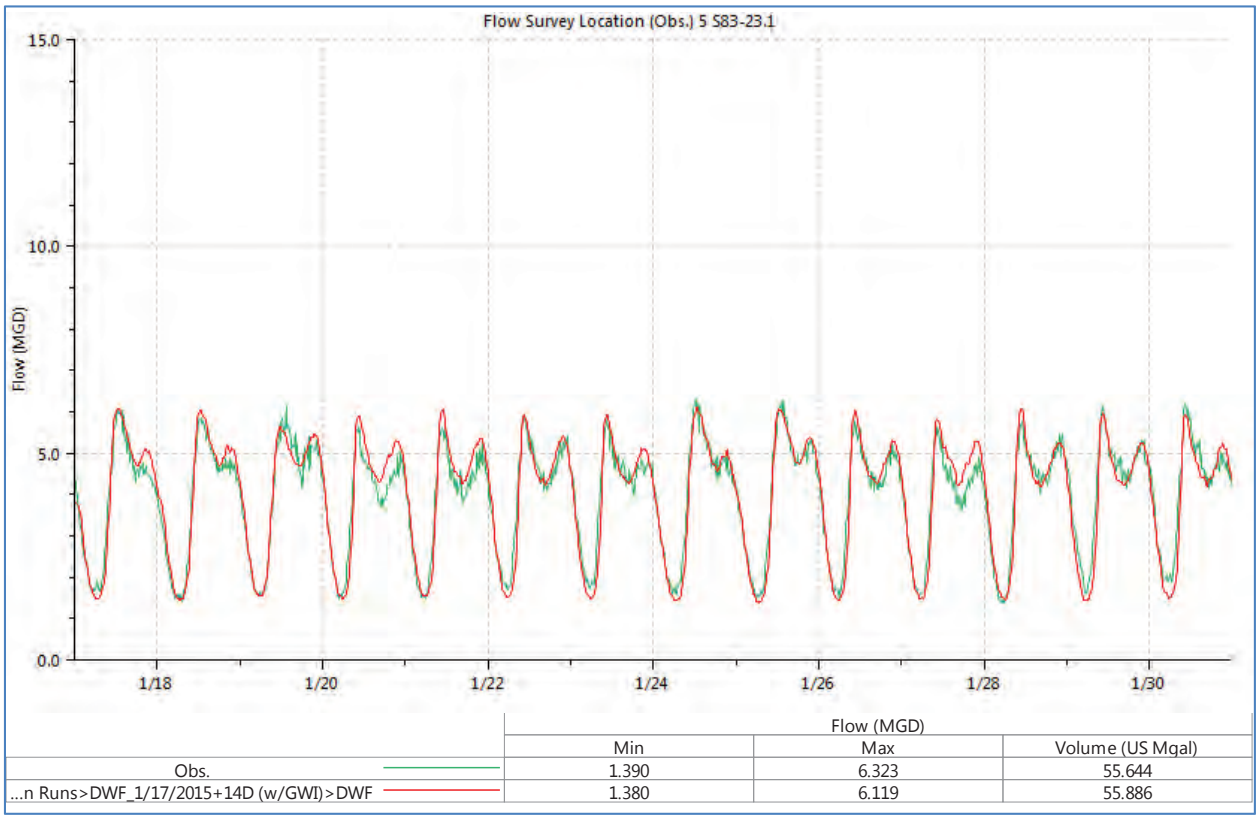
Note that the total model ADWF is higher than the estimated existing BWF shown in Table 2-2 because the model ADWF also accounts for the CuSD flow (observed flow data was used, which was approximately 3.57 mgd for the calibration period) and about 0.35 mgd of GWI that was added to the system during the calibration process, which was applied to the basins tributary to meters 10 and 11, at an estimated rate of 1,000 gpd/acre. As described in Chapter 2, GWI is calculated based on the difference between average flow on non-rainfall days during the flow monitoring period and estimated BWF for meters for which estimated BWF is noticeable lower than monitored flow. Other meter areas may also include some nominal dry weather GWI, which is assumed to be included in the BWF estimates.

Table 3-4: Dry Weather Flow Calibration Results

Meter ID	Meter Avg. Flow (mgd)	Model Avg. Flow (mgd)	Difference (mgd)	Percent Difference
1	3.91	3.42	-0.49	-12%
2	3.97	3.71	-0.26	-7%
3	3.05	3.27	0.21	7%
4 (1)	0.22	0.22	0.00	0%
5	3.97	3.99	0.02	0%
6	2.60	2.54	-0.06	-2%
7	0.89	0.74	-0.16	-17%
8	1.79	1.70	-0.09	-5%
9	1.98	2.25	0.27	13%
10	0.80	0.80	0.00	0%
11	1.06	1.10	0.04	4%
12	1.19	1.14	-0.05	-4%
13	3.50	3.59	0.09	3%
14	0.53	0.51	-0.02	-4%
15 (2)	0.45	0.81	0.36	79%
16 (2)	1.43	1.06	-0.37	-26%
15 & 16 (2)	1.88	1.87	-0.01	-1%
17	0.40	0.54	0.14	34%
18	1.14	0.99	-0.15	-13%
19	1.63	1.56	-0.07	-4%
20	1.74	1.51	-0.23	-13%
21	2.25	2.09	-0.15	-7%
22	0.76	0.91	0.14	19%
23 (3)	0.58	0.69	0.11	18%
M1 (Guadalupe East)	3.89	3.41	-0.48	-12%
M2 (Guadalupe West)	1.07	1.16	0.09	8%
Sum of D/S Meters (4)	15.90	14.97	-0.92	-6%

1. Meter 4 was installed immediately downstream of the Levi's stadium with the intention to collect data to study flow patterns during major game events. The meter did capture good flow data for a number of game events, but also encountered a technical issue in late January that caused data collected between January 20 and February 18 (overlapping with the calibration period) to be unrecoverable. As such, data collected between January 11 and January 18 (a 7-day non-rainfall period when the venue was not used for any games) was used to establish the baseline flow for the stadium.
2. Meters 15 and 16 had an unexpected shift in flow distribution between late December 2014 and early January 2015, possibly caused by a temporary blockage upstream of the two meters. City staff was informed of this shift but could not provide an explanation. Although the meter flows did return to a higher level in late January 2015, they never returned to the pre-shift level. As such, their data was deemed not suitable to be used for calibration for each meter basin individually; instead, their tributary subcatchments were calibrated together as one basin using the combined data of the two meters.
3. Meter 23 was located downstream of the Santa Clara University. The dry weather calibration period coincided with the registration week of the school's winter quarter when student population was not at its maximum. The observed flow for this meter was therefore noticeably lower than the modeled flow (which was developed based normal school period).
4. Downstream (D/S) Meters are meters 1, 2, 3, M1, and M2. See system schematic in Figure 3-4.

Figure 3-5: Example Dry Weather Calibration Graphs



	Flow (MGD)		
	Min	Max	Volume (US Mgal)
Obs.	1.390	6.323	55.644
...n Runs>DWF_1/17/2015+14D (w/GWI)>DWF	1.380	6.119	55.886

3.5.2 Wet Weather Calibration

The storm that occurred on December 11, 2014 was used for wet weather calibration. As described previously, RDI/I response to rainfall events was quantified in terms of three sets of triangular unit hydrograph parameters that represent the volume percentage of rainfall that enters the system as RDI/I and the shape of the RDI/I hydrograph as a function of each hour of rainfall. Through the wet weather calibration process, RDI/I hydrograph parameters were developed for each meter area. In general, the response to rainfall in the Santa Clara system is relatively small, as evidenced by the relatively low peak flow response to the rainfall event, with the exception of areas in the western portion of the City near Monroe Street, which showed both a high peak inflow during the rainfall event and an extended period of infiltration after the event.

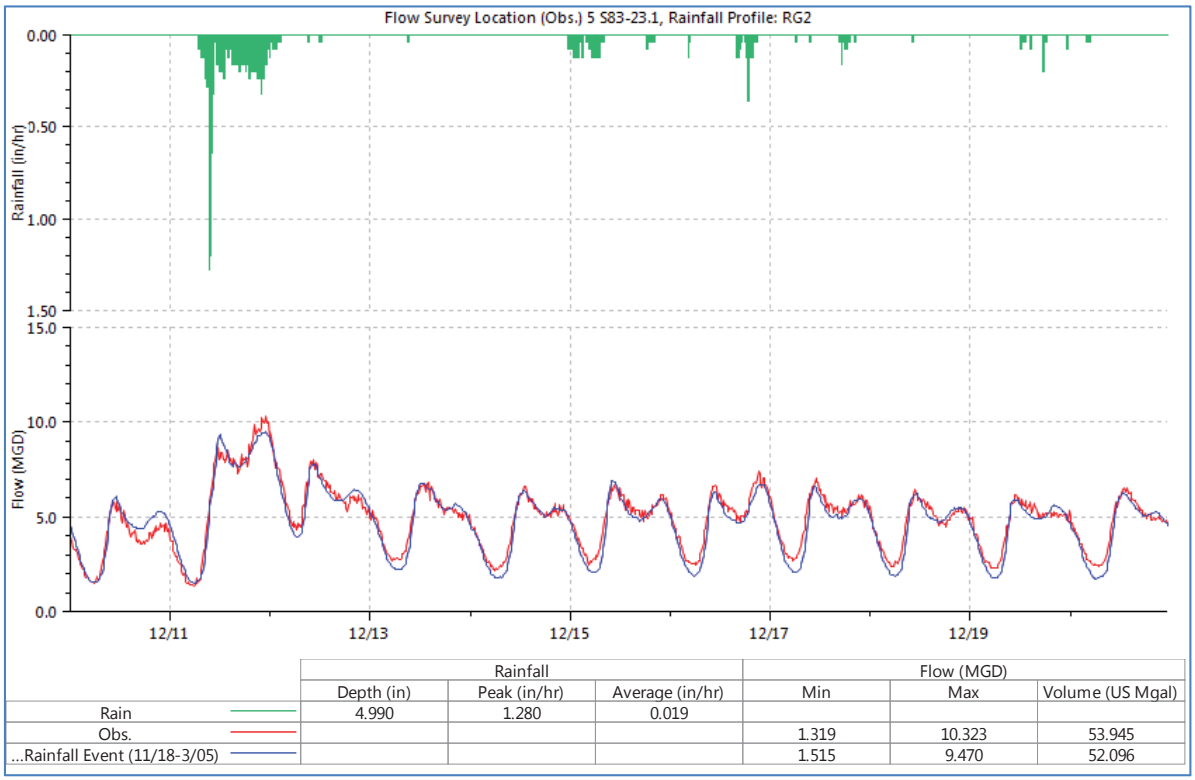
Table 3-5 lists the "R values" (as percentages of rainfall) for each flow meter area. **Figure 3-6** shows an example plot of model vs. metered flow for one of the flow monitoring locations in the system (Meter 5). A complete set of wet weather calibration graphs of modeled vs. metered flow for all meter locations are included in **Appendix C**.

Table 3-5: Wet Weather Flow Calibration Results

Meter ID	R1 RDI/I Vol. (%)	R2 RDI/I Vol. (%)	R3 RDI/I Vol. (%)	Total R (%)
1	0.3%	0.3%	0.8%	1.4%
2	0.1%	0.5%	0.8%	1.4%
3	0.1%	0.1%	0.1%	0.3%
4	1.0%	0.1%	0.1%	1.2%
5	0.1%	1.0%	1.5%	2.6%
6	0.1%	0.5%	1.5%	2.1%
7	0.2%	0.5%	0.8%	1.5%
8	0.3%	0.5%	1.2%	2.0%
9	0.5%	3.5%	8.0%	12.0%
10	1.0%	4.2%	8.0%	13.2%
11	0.1%	2.0%	15.0%	17.1%
12	0.2%	1.0%	20.0%	21.2%
13	0.1%	0.1%	0.8%	1.0%
14	0.4%	0.1%	0.5%	1.0%
15 & 16 (1)	0.1%	0.1%	0.3%	0.5%
17	0.5%	0.5%	0.5%	1.5%
18	0.5%	0.8%	1.0%	2.3%
19	0.3%	0.4%	0.5%	1.2%
20	0.1%	0.1%	0.1%	0.3%
21	0.2%	0.1%	0.1%	0.4%
22	0.1%	0.2%	0.1%	0.4%
23	0.5%	0.2%	0.1%	0.8%
CuSD	0.25%	0.35%	0.5%	1.1%

1. Meters 15 and 16 were calibrated together due to unexpected field conditions. See note 2 under Table 3-4.

Figure 3-6: Example Wet Weather Calibration Graphs for 2014 Storm Period



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.019			
Obs.				1.319	10.323	53.945
...Rainfall Event (11/18-3/05)				1.515	9.470	52.096

Chapter 4 Capacity Analysis

This chapter describes the hydraulic analysis and design criteria used to evaluate system performance and size capacity relief projects, the capacity deficiencies based on the results of model runs, and preliminary solutions to identified capacity deficiencies. The chapter also summarizes the pump station capacity evaluation and analysis.

4.1 Design Event Criteria

Peak design flows for sewer systems consist of dry weather base wastewater flow (BWF), groundwater infiltration (GWI), and rainfall-dependent infiltration/inflow (RDI/I). Criteria for computing existing BWF, GWI, and RDI/I (developed as part of model calibration), and unit flow assumptions for future development were discussed in the previous chapters. However, the peak design flow criteria must also specify the set of conditions (e.g., design storm rainfall and timing with respect to seasonal GWI and diurnal BWF) that will generate the highest peak flows that the sewer system must be capable of hydraulically conveying.

The following subsections discuss design storm criteria, present data from recent storm events, and identify options and recommendations for selection of a design event for use in this Master Plan Update.

4.1.1 Design Storm Condition

The use of wet weather design events as the basis for sewer capacity evaluation is a well-accepted practice. The approach is to first calibrate a hydraulic model of the system to match wet weather flows from observed storms, and then apply the calibrated model to a design rainfall event to identify capacity deficiencies and size improvement projects. The design event may be synthesized from rainfall statistics, or may be an actual historical rainfall event of appropriate duration and intensity.

A design storm is used to simulate a peak wet weather flow condition to identify system deficiencies and develop solutions for them. Design storms are typically classified by their return period and duration. The return period defines the probability that the design rainfall will be exceeded in any given year. For example, a storm with a 10-year return period means there is a 1 in 10 chance, or 10 percent probability, of exceeding the design rainfall in a given year. The chosen return period reflects the degree of risk an agency will tolerate of experiencing sanitary sewer overflows (SSOs) due to future storm events. However, choosing a design storm with a very high return period (reflecting a very low risk tolerance) could lead to the identification of so many system capacity deficiencies that the cost of improvements is prohibitive. Additionally, sizing a system for a very rare event could mean that the system does not function well under typical conditions during much lower flows (due to slow velocities in oversized pipes, or oversized pump stations).

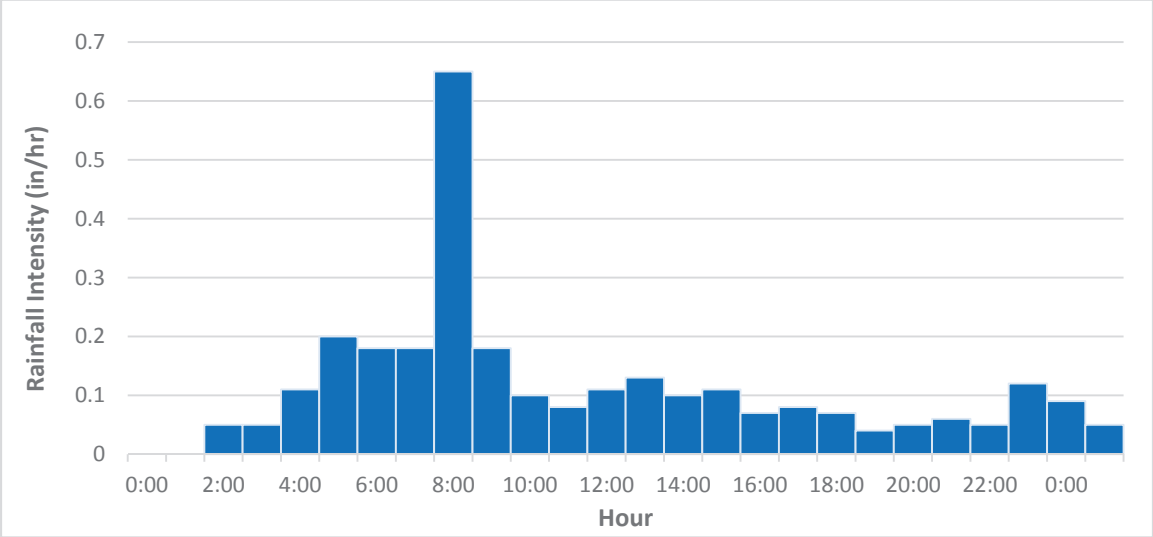
A storm duration must be specified along with the return period. Most Bay Area agencies use a 24-hour storm, though shorter or longer durations may sometimes be appropriate depending on system size and how quickly or slowly the system responds to rainfall. Design storm may be actual historical rainfall events or synthetic events that are designed to represent a certain return period for a specified storm duration or durations.

The City's 2007 Capacity Assessment used a 10-year, 24-hour storm, with one-hour and six-hour 10-year events included within the 24-hour event. This storm was based on the Santa Clara County intensity-duration-frequency (IDF) curve that was current at the time, representing rainfall statistics at the San Jose International Airport. To reflect differences in rainfall characteristics across the service area, the storm was scaled for different areas based on the isohyetal map of average annual rainfall from the Consoer, Townsend & Associates Sanitary Sewer I/I Analysis, dated 1974.

Since the completion of the Capacity Assessment, Santa Clara County released a new County Drainage Manual in October 2007. The Manual includes updated mean annual precipitation isohyetal lines from Santa Clara Valley Water District (SCVWD) and updated, distinct IDF curves for each mean annual

precipitation area. In addition to the IDF curves, Appendix D of the 2007 manual includes a 24-hr design storm pattern. According to the manual, this storm pattern is based on an actual event that occurred in December 1955, but with some adjustments to better reflect IDF statistics for various storm durations. Like the previous design storm, the design storm used for this Master Plan Update is also a 10-year, 24-hour storm that varies across the service area, but the storm pattern and hourly rainfall intensities are based on this updated Santa Clara County Drainage Manual. **Figure 4-1** shows the design storm hourly rainfall as it occurs in the vicinity of the San Jose International Airport. At this location, the total rainfall for the 1, 6-, and 24-hour durations is 0.65, 1.49, and 2.92 inches, respectively.

Figure 4-1: Design Storm Pattern for the San Jose International Airport MAP Area



The design storm represents the "point precipitation" at any single location in the system. The storm is applied in the model at the subcatchment level, with the assumption that the rainfall occurs simultaneously on all subcatchments, which is a conservative assumption.

As noted previously, the timing of the design storm also affects the resulting peak wastewater flows. If the design storm is timed to cause peak RDI/I at the same time as peak base wastewater flow, the total peak wet weather flow will be higher than if the design storm occurs during minimum or average base wastewater flow. Due to variations in the diurnal flow patterns as well as variations in the calibrated I/I response throughout the system, it is not possible to time the rainfall to create a peak-on-peak response everywhere in the system. However, the design storm was timed to achieve a peak-on-peak response in most areas of the system, with the peak hour rainfall occurring at 8:00 a.m. on a weekday.

4.2 Hydraulic Capacity Criteria

The hydraulic capacity criteria determine which sewer pipes should be relieved or replaced due to inadequate capacity to convey existing or future peak flows, and how large the new sewers should be. The criteria adopted by the City should ideally be stringent enough to ensure that sewer overflows caused by capacity limitations (as distinguished from other causes such as obstructions or structural failures) are very rare occurrences, but not so conservative that they cause the City to spend capital improvement funds unnecessarily or result in pipes that are so large that cleaning velocities cannot be achieved under normal flow conditions, causing solids build up and related problems.

The capacity deficiency criteria identify the need to replace an existing facility, while design criteria determine the sizing of new facilities. These criteria are discussed in the paragraphs below.

4.2.1 Capacity Deficiency Criteria

The capacity deficiency criteria are used to determine when the capacity of an existing sewer facility is exceeded to the extent that a relief sewer or larger replacement sewer or potential pump station capacity upgrade is required. Capacity deficiency criteria are sometimes called "trigger" criteria in that they trigger the need for a capacity relief project. These criteria often differ from criteria that are applied to determine the size of a new facility, which are typically more conservative.

It is important that the capacity deficiency criteria be coordinated with the peak design flow criteria. For example, if the peak design flow were to be based on only peak dry weather flow (PDWF), the deficiency criteria would need to be conservative (e.g., require pipes to flow less than full to allow capacity for I/I). On the other hand, if the peak design flow includes I/I from an infrequent storm event, it may be appropriate to allow the sewers to flow surcharged to some extent, since the peak flows will be infrequent and brief in duration.

Gravity Sewers

Since the peak wet weather design flow as recommended in the previous section of this chapter includes RDI/I from a 10-year return period event and is assumed to be concurrent with peak BWF, the City should consider it acceptable to allow gravity sewers to flow surcharged to some extent before a capacity relief project is triggered. For example, significant surcharging may be acceptable in larger, deeper sewers provided the hydraulic gradeline remains a reasonable distance below the ground surface and no surcharging occurs during dry weather flow conditions. For smaller or shallow sewers, a more conservative criteria could be considered to account for the chance that capacity could also be compromised by factors such as offset joints, roots, grease, and debris (which cannot be accounted for in the hydraulic model), or that surcharge could result in flow backing up into connecting laterals.

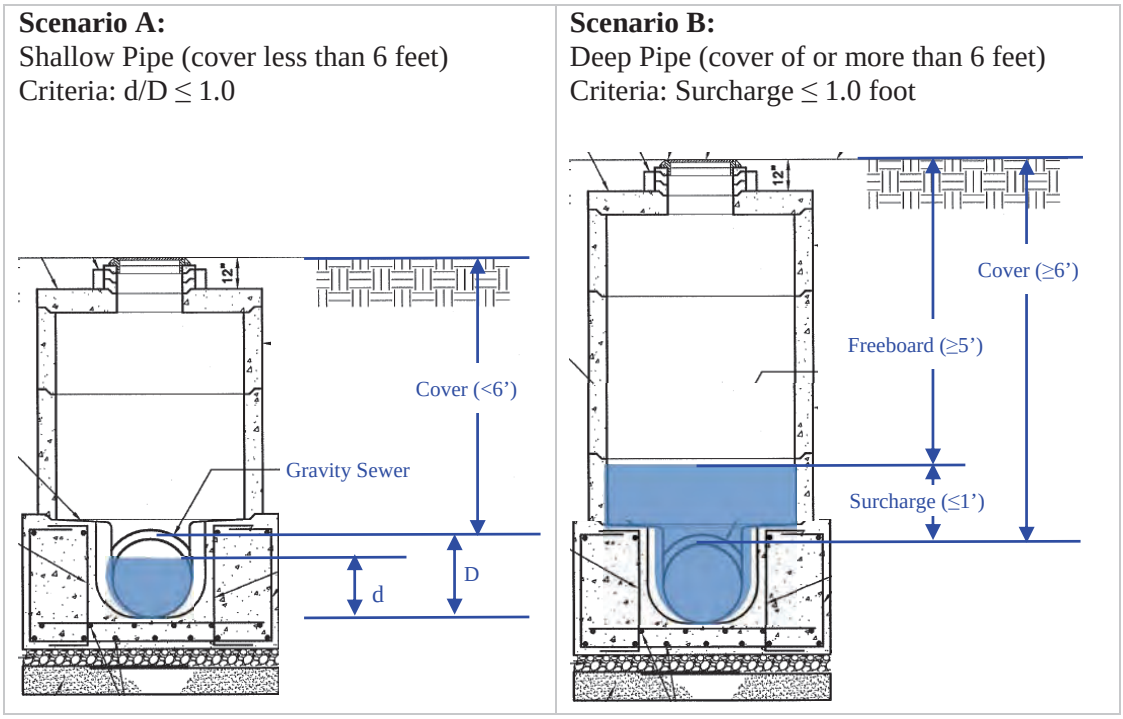
Based on discussion of these considerations, the following criteria are proposed under which gravity sewers would be considered capacity deficient:

- PDWF: No surcharge allowed ($d/D \leq 1.0$)
- PWWF:
    - Gravity sewer with less than 6 feet of cover: no surcharge allowed (i.e., $d/D \leq 1.0$)
    - Gravity sewer with 6 feet or more of cover: surcharge of up to 1 foot under PWWF (see Figure 4-2 for clarification)
- Case-by-case exceptions could be made for isolated short pipe reaches. Conversely, more stringent criteria could be applied for sewers located in areas where the consequences of an overflow would be greater (e.g., adjacent to creeks, schools, or hospitals).
- Note that for evaluating the performance of existing sewers, a Manning's "n" value of 0.013 is assumed for all pipes, regardless of material or age. Although new pipes, particularly plastic materials, would provide a lower initial roughness factor, it is assumed that over time, a "slime layer" formation on the walls of the pipes and/or other obstructions in the sewer, such as roots, debris, or structural defects, may increase pipe roughness. Therefore, an assumption of 0.013 for all pipes is considered to be appropriately conservative for master planning purposes.

Pump Stations and Force Mains

For master planning capacity assessments, the performance of pump stations and force mains are typically evaluated based on pumping capacity and peak force main velocities. Pump stations are considered to be capacity deficient if the station's firm capacity (capacity with largest pumping unit out of service) is insufficient to convey the peak design flow. Force mains are considered to be deficient if velocity under peak design flow exceeds 10 feet per second (fps).

Figure 4-2: PWWF Hydraulic Deficiency Criteria for Gravity Sewers



4.2.2 Sizing Criteria for New Sewer Facilities

The following criteria are proposed for sizing new trunk gravity sewers as part of the Master Plan. They are consistent with the City's current sanitary sewer design criteria. Note that the City may use somewhat different criteria for new developments or actual design, e.g., varying Manning's n for different pipe materials, or a more conservative d/D for smaller diameter sewer mains. These criteria would be based on the modeled design storm peak wet weather flows in the system.

- Maximum allowable flow depth-to-diameter ratio (d/D) of 0.75 under peak design flow
- A Manning's 'n' of 0.013
- Minimum pipe size of 8 inches diameter in residential areas; 10 inches in commercial areas; and 12 inches in industrial areas
- Minimum velocity of 2 feet per second (fps) at half-full pipe
- Maximum velocity of 10 fps at peak design flow
- Downstream pipes at least as large as upstream pipes
- Minimum and maximum pipe slopes determined based on above velocity criteria to the extent feasible (it is recognized that elevation constraints in the existing system may prevent achieving desired minimum slopes for some projects, and terrain may dictate higher maximum slopes in some cases)
- Minimum pipe cover of 6 feet

4.3 Capacity Analysis Results and Proposed Solutions

Based on the criteria described above, the hydraulic model was run for four sets of conditions representing combinations of existing or future development and dry weather flow or design storm wet weather flow. **Figure 4-3** shows the model results for future PWWF conditions. Pipes shown in red are predicted to be surcharged due to "throttle" (peak flow exceeding full pipe capacity), and pipes shown in blue are surcharged due to backwater from a downstream throttle condition. Locations of capacity criteria violations (surcharge of more than 1 foot due to either throttle or backwater conditions) are highlighted in yellow (pipes with criteria violations under both existing and future conditions) or orange (future conditions only).

Note that the locations of criteria violations (i.e., higher than allowable surcharge) are not necessarily the locations of the actual capacity-deficient pipes, but are typically located further upstream due to backwater from downstream throttle conditions. **Appendix D** includes model hydraulic profiles for each of these areas.

Potential solutions for the identified capacity deficiencies were developed in order to assess the potential extent of required capacity improvements and to estimate the resulting peak flow to the SJ/SC RWF once capacity deficiencies are relieved. **Table 4-1** summarizes the predicted flow under each condition. **Table 4-2** describes the solutions. The solutions model results indicate that the combined total estimated design storm future PWWF from the City's system (including flows from CuSD) would be approximately 59 mgd.

Table 4-1: Summary of Capacity Analysis Results

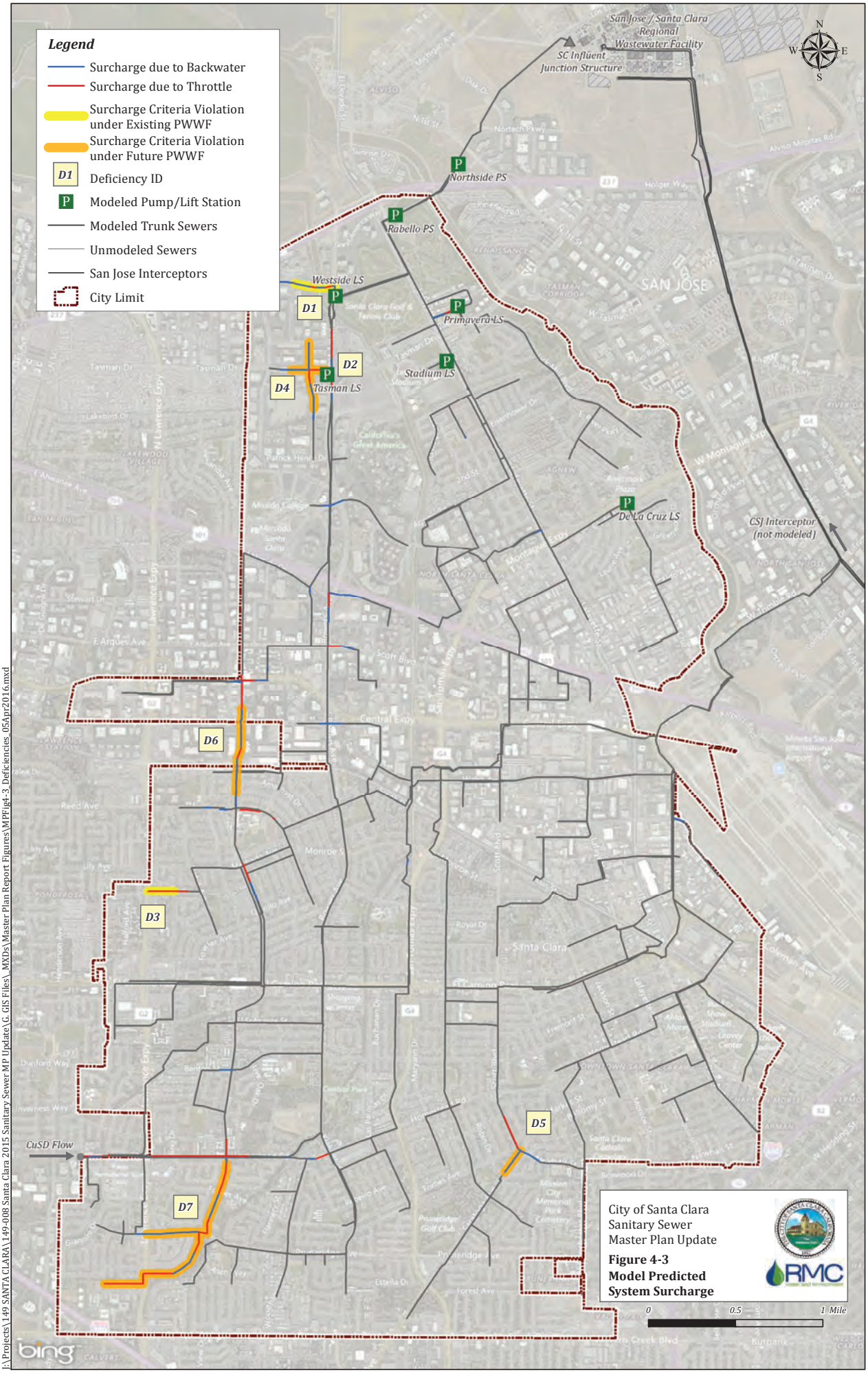
	Existing ADWF [2] (mgd)	Existing PDWF [2] (mgd)	Existing PWWF [3] (mgd)	Future ADWF [2] (mgd)	Future PDWF [2] (mgd)	Future PWWF [3,4] (mgd)
Flow Estimates by System Outfall [1]						
North (to Northside and Rabello Pump Stations)	10.2	15.2/16.0	27.9	24.6	33.5/34.4	41.0
East (to San Jose Zanker Road Interceptor)	4.7	6.4	11.7	9.8	13.3	18.3
Total	14.9	21.6/22.4	39.6	34.4	46.8/47.7	59.4
Flow Estimates by Agency [1]						
Santa Clara System	11.3	15.4/16.2	26.8	27.5	34.6/35.5	45.6
Cupertino Sanitary District	3.5	6.2	12.8	6.9	12.2	13.8
Total	14.9	21.6/22.4	39.6	34.4	46.8/47.7	59.4

1. Assuming that trunk sewer capacity deficiencies are relieved with recommended capital improvement projects presented in Table ES-2.
2. Includes groundwater infiltration for a typical wintertime period. ADWF and first value shown for PDWF includes typical non-game day flow from Levi's Stadium; second value shown for PDWF includes a peak game day flow from Levi's Stadium.
3. For 10-year design storm; assumes non-game day flow from Levi's Stadium.
4. Assuming peak wet weather flow from CuSD would not increase above its contractual maximum flow of 13.8 mgd.

Table 4-2: Capacity Deficiencies and Proposed Solutions

Def. ID	Deficiency Location [1]	Trigger Scenario	Surcharge or Criteria Violation [2]	Proposed Solution
1	Westside Lift Station	2015 PDWF	Current set point of the lead pump is about 5 feet above the invert of the influent line, causing backup issues upstream between MH S102-3 and S103-8 (station wet well).	Adjust the set point of the lead pump to be equal or lower than the invert of the influent gravity line.
2	Tasman Lift Station	2015 PDWF	Current set point of the lead pump is about 2 feet above the invert of the influent line, causing backup issues upstream between MH S93-24 and S93-35 (station wet well).	Adjust the set point of the lead pump to be equal or lower than the invert of the influent gravity line.
3	Cabrillo Avenue	2015 PWWF	Surcharge of up to 5 feet from MH S41-13 to S41-20 under existing PWWF scenario and potential overflow in S41-13, S41-14 and S41-15 under future PWWF scenarios.	Conduct smoke testing and television inspection in the flow tributary area to identify and address high inflow/infiltration sources. If field investigations indicate that I/I reduction is not feasible or cost-effective, then upsize the existing 8-inch line to a 12-inch between S41-13 and S41-20.
4	Tasman Drive and Old Ironsides Drive	2035 PWWF	Surcharge of up to 3 feet upstream of Tasman Lift Station.	Upsize 800 feet of existing 12-inch line between S93-24 and S93-35 to a 15-inch line.
5	Scott Blvd.	2035 PWWF	Surcharge of up to 1 foot between S25-78 and S26-44, and S26-57 and S25-37.	Install a weir in S25-85 to divert flow northwest to Los Padres Blvd.
6	Calabazas Creek Trunk Sewer	2035 PWWF	Surcharge of up to 3 feet in the existing 24-inch line along Calabazas Creek between S52-52 and S62-14.	Install a new 200-ft 15-inch line between S42-12 and S52-93 (Calabazas Blvd. and Machado Ave.) to partially divert flow from the 24-inch to the 21-inch on Machado Ave.
7	Tracy Dr., Pomeroy Ave., and Homestead Rd.	2035 PWWF	Surcharge and potential overflow between S10-77 and S22-55.	Upsize the existing 10- to 12-inch line between S10-77 and S22-55 to a 15-inch line, install a new 15-inch diversion line between S22-55 and S22-46, and upsize the existing 18-inch line between S22-46 and S22-51 to a 21-inch line.

1. Refer to Figure 4-3 for deficiency locations
2. Under PWWF conditions.



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4.3.1 Pump Station Firm Capacity Analysis

All seven lift and pump stations in the system were evaluated to determine if each station had adequate firm capacity to handle the design peak flow. Firm capacity is defined as the capacity of a station with the largest pump out of service. **Table 4-3** below provides a summary of station firm capacity compared with peak inflow for future PWWF conditions.

Table 4-3: Pump Station Firm Capacity Analysis

No.	Station Name	No. of Pumps	Estimated Peak Inflow (mgd) (1)	Estimated Firm Capacity (mgd)	Firm Capacity Status(6)
1	Westside Lift Station	2	0.6	0.6 (3)	Sufficient firm capacity
2	Tasman Lift Station	2	1.5	1.5 (3)	Sufficient firm capacity
3	De La Cruz Lift Station	2	1.2	1.7 (3)	Sufficient firm capacity
4	Primavera Lift Station	6	2.0	5.7 (3)	Sufficient firm capacity
5	Stadium Lift Station	6	1.0	6.0 (4)	Sufficient firm capacity
6	Rabello Pump Station	8	20 (2)	20 (5)	Sufficient firm capacity
7	Northside Pump Station	4	21 (2)	21 (5)	Sufficient firm capacity

1. Peak inflow refers to the maximum flows predicted by the model under future peak wet weather scenario using the solution network. The solution network eliminates flow restrictions upstream of the pump stations.
2. Peak inflow reflects the maximum flows predicted by the solution network in which CIP Project P6 (Sewer Diversion at Calabazas Boulevard and Machado Avenue) is implemented, which would divert excess flow from the 24-inch sewer line along Calabazas Boulevard into the 21-inch sewer line in Machado Ave, ultimately flowing to the City of San Jose's interceptor in Zanker Road. This would reduce the flow conveyed north to the Rabello and Northside Pump Stations to the values shown in the table. Conversely, implementation of Project P6-Alt. would increase the peak flow to the Rabello and Northside Pump Stations by about 1 mgd to each pump station, which could require further evaluation of and potential improvements to increase pump station capacity.
3. Source: Table 1 (Pump Station Firm Capacities and Inflows) of the City of Santa Clara Sanitary Sewer Pump Station Evaluation, Schaaf & Wheeler, December 2010. The firm capacities of Primavera, Tasman, Westside, and De La Cruz lift stations were determined by performing a drawdown test.
4. Based on results from field drawdown tests conducted on September 17, 2015.
5. Source: Rabello and Northside Pump Station Capacity and Forcemain Calibration Technical Memorandum, Schaaf & Wheeler, November 13, 2015. See Appendix E.
6. The lift and pump stations have sufficient firm capacities within the accuracy of the estimated peak flows and capacities.

Although no capacity issues were identified for the pump stations, review of pump station drawings and current on/off set points for the pumps revealed that four of the stations may experience backwater issues in the influent pipes. The current set point of the lead pump at Tasman, Westside, and De La Cruz is above the crown of the influent gravity line. Under this condition, the lead pump will not turn on until the influent line is completely submerged, causing backwater issues upstream. This can be resolved by adjusting the set points to be equal or lower than the invert of the influent line. Primavera Lift Station has a similar condition with the set point of the lag pump. **Table 4-4** summarizes the review findings and presents the suggested set points for each of the four stations. Set point revisions for Westside and Tasman are needed to address capacity criteria violations (Deficiencies 1 and 2 in Table 4-2). These settings should be evaluated by the City's pump operators to determine feasibility and if there are other operational issues that should be considered.

Table 4-4: Recommended Revised Set Levels for Lift Stations

Pump Station	Maximum Starts Per Hour Per Pump w/ Existing Set Levels (1)	Maximum Starts Per Hour Per Pump w/ Recommended Set Levels (1)	Set points	Recommended Revised Set Points (ft from Wet Well Floor) (2)
Westside Lift Station No. of Pumps: 2	7.2	3.7	Level Alarm: High | Low	8.0 | 1.2
			Lead Pump on | off	6.0 | 1.7
			Lag Pump on | off	7.0 | 2.2
Tasman Lift Station No. of Pumps: 2	4.6	6.4	Level Alarm: High | Low	7.0 | 1.2
			Lead Pump on | off	6.0 | 1.7
			Lag Pump on | off	6.5 | 2.2
De La Cruz Lift Station No. of Pumps: 2	4.8	6.2	Level Alarm: High | Low	6.0 | 1.2
			Lead Pump on | off	5.5 | 1.7
			Lag Pump on | off	6.0 | 2.2
Primavera Lift Station No. of Pumps: 6	1.0	2.0	Level Alarm: High | Low	6.0 | 1.2
			Lead Pump on | off	5.5 | 1.7
			Lag Pump 1 on | off	6.0 | 2.2
			Lag Pump 2 on | off	6.0 | 1.2
			Lag Pump 3 on | off	5.5 | 1.7
			Lag Pump 4 on | off	6.0 | 2.2
			Lag Pump 5 on | off	6.0 | 1.2

1. Based on predicted future peak wet weather flow condition.
2. Recommendations provided by Schaaf & Wheeler based on pump information provided by RMC.

Chapter 5 Recommended Capacity Improvement Program

This section summarizes the capacity improvement projects recommended for the City of Santa Clara's sanitary sewer system. Recommended improvements were developed from the results of hydraulic modeling of the trunk sewer system for predicted flow conditions, as described in Chapter 4. This section discusses the projects needed to address potential capacity deficiencies and unnecessary backups in the existing trunk sewer system including estimated capital costs and priorities for construction.

5.1 Development of Capacity Improvement Projects

Based on the proposed solutions described above, each proposed project was reviewed to identify potential design, permitting, environmental, and constructability issues. Feasible construction methods were also identified for each project, and preliminary estimates of probable construction costs were prepared. Estimated costs for capacity improvements were based on cost data compiled by RMC from similar projects. The costs are conceptual level estimates, considered to have an estimated accuracy range of -30 to +50 percent, suitable for use for budget forecasting, capital improvement program development, and project evaluations, with the understanding that refinements to the project details and costs would be necessary as projects proceed to design and construction. All costs are presented in 2015 dollars and include a 30 percent allowance for contingencies for unknown conditions and a 25 percent allowance for engineering, administration, and legal costs.

Figure 5-1 shows the locations of the proposed improvements, and **Table 5-1** presents the recommended capacity improvement projects, including brief project descriptions and estimated capital costs. Relative priorities have been assigned to the projects based on the flow scenario in which deficiency criteria are violated. Priority 1 and Priority 2 projects are required to address deficiencies that result in criteria violations under current flow conditions. Priority 3 projects are required to address deficiencies that result in criteria violations under future (2035) flow conditions.

Note that an alternative for Project P6 is also presented. While substantially more expensive than Project P6, this alternative would maintain the current system flow configuration of conveying all flows in the Calabazas Creek trunk sewer (including flows from CuSD) to the Northside and Rabello Pump Stations and avoid increasing flows in the Machado, Chromite, and Walsh Avenue trunk sewers that may be needed in the future to handle additional new development within the City. Implementation of Project P6-Alt would also increase flow to the Rabello and Northside Pump Stations by about 1 mgd to each pump station, which could require further evaluation of and potential improvements to increase pump station capacity.

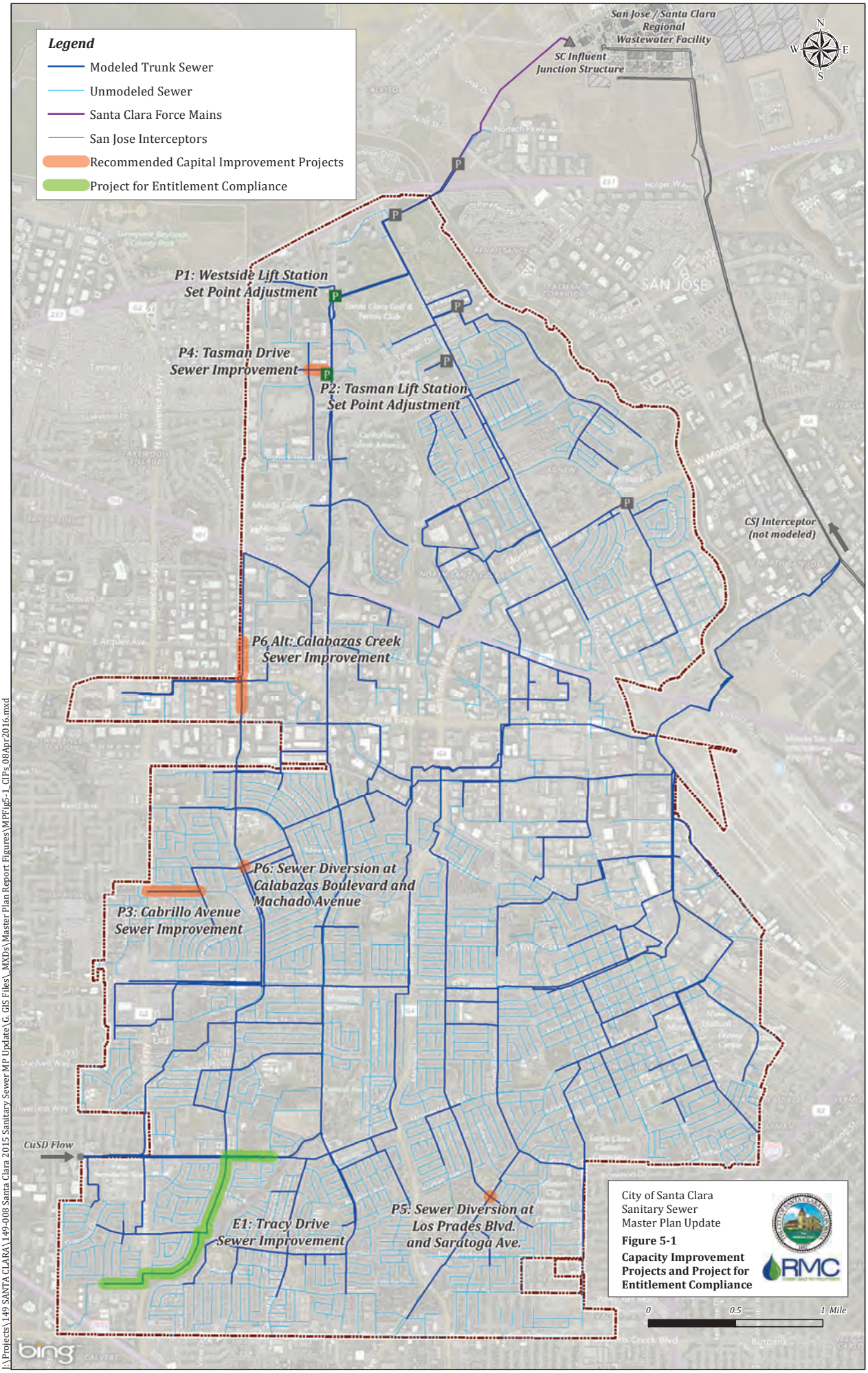
The total estimated cost of the recommended capacity improvement program is approximately $1.7 million. The total estimated cost, if the City were to implement Project P6-Alt instead of P6, would be approximately $2.8 million. More detailed project descriptions and cost estimates and maps of the recommended capacity improvement projects are included in **Appendix F**.

One of the projects was triggered due to the large sewer discharge assumed for parcel APN 316-17-018, which holds an entitlement agreement to discharge a potential flow of 0.95 mgd; however, it is currently discharging less than 10 percent of the entitled rate. While the City is obligated to provide capacity for entitlement holders, it is important to note that implementing this project may result in oversized sewers where the daily flow is not sufficient to provide the minimum cleaning velocity and thus creating potential debris and odor issues. This project is included in the summary table as project E1 (Tracy Drive Sewer Improvement), and is not part of the recommended Capital Improvement Program. It is recommended that the City implement project E1 as part of its Capital Improvement Program before the parcel begins to discharge its entitled flow of 0.95 mgd.

Table 5-1: Recommended Capacity Improvement Projects

Project ID	Priority	Project Name	U/S MHID	D/S MHID	Description	Est. Capital Improvement Cost[1]
P1[2]	1	Westside Lift Station Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	--
P2[2]	2	Tasman Lift Station Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	--
P3	2	Cabrillo Avenue Sewer Improvement	S41-13	S41-20	Upsize 1,600 feet of 8-inch line in Cabrillo Ave. between Lawrence Expressway and Nobili Ave. to a 12-inch line.	$1,097,000
P4	3	Tasman Drive Sewer Improvement	S93-24	S93-35	Upsize 600 feet of 12-inch line in Tasman Dr. between Old Ironsides Dr. and Great America Pkwy. to a 15-inch line.	$327,000
P5	4	Sewer Diversion at Los Prades Boulevard and Saratoga Avenue	S25-85	S25-85	Install a weir in manhole S25-85 located in the intersection of Padres Blvd. and Saratoga Ave. to divert flow northwest to the existing 12-in line in Los Padres Blvd.	$77,000
P6	4	Sewer Diversion at Calabazas Boulevard and Machado Avenue	U/S of S52-93	S52-120	Install a new manhole upstream of S52-93 in the intersection of Calabazas Blvd. and Machado Ave., and install a new 15-inch high-level diversion line (approximately 200 feet) to divert excess flow from the existing 24-inch line in Calabazas Blvd. to the 21-inch line in Machado Ave. The diversion line should be about 6 inches higher than the invert of the 24-inch line.	$166,000
P6-Alt.[3]	4	Calabazas Creek Sewer Improvement	S62-31	S72-20	Upsize 1,800 feet of 24-inch line next to Calabazas Creek between Kifer Rd. and Scott Blvd. to a 27-inch line.	$1,334,000
					Estimated Total Cost for Recommended Projects P1 to P6:	$1,667,000
					Estimated Total Cost for Projects P1 to P5 and P6-Alt:	$2,835,000
E1[4]	N/A	Tracy Drive Sewer Improvement	S10-77	S22-51	Upsize approximately 6,600 feet of 10- to 12-inch line in Tracy Dr. and Pomeroy Ave. to a 15-inch line; install a new 15-inch line between manholes S22-55 and S22-46 in Pomeroy Ave. and Homestead Rd. (approximately 50 feet) to divert flow into Homestead Rd., and upsize approximately 1,400 feet of 18-inch line downstream to a 21-inch.	$4,654,000
					Estimated Total Cost (P1 to P6) including Project E1:	$6,321,000
					Estimated Total Cost (P1 to P5 and P6-Alt) including Project E1:	$7,489,000

1. All costs are presented in 2015 dollars and include 30 percent allowance for contingencies for unknown conditions and 25 percent for engineering, administration, and legal costs.
2. These proposed projects are operational, not capital improvements. Refer to Table 4-4 for recommended set points.
3. Project P6-Alt is presented for the purpose of identifying the solution and associated cost to maintain the current system flow configuration. Project P6 is the recommended project.
4. Project E1 addresses the potential capacity deficiency when parcel APN 316-17-018 begins to discharge its entitled flow of 0.95 mgd into the City's system.



City of Santa Clara
Sanitary Sewer
Master Plan Update

Figure 5-1

Capacity Improvement Projects and Project for Entitlement Compliance

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5.2 Implementation Recommendations

The City should begin implementation of the Capital Improvement Program recommended in this Master Plan, starting with the highest priority projects. The following items should be considered in project scheduling and design, and in future updates of the Master Plan.

- The alignments and sizes of all recommended projects should be verified with detailed predesign analyses, including topographic surveys, geotechnical investigations, utility research, and constructability reviews.

- The estimated costs assumed open cut construction, but alternative methods such as trenchless construction or construction of parallel relief pipes could be considered during design. The decision to parallel or replace existing sewers should consider the physical condition and remaining useful life of the existing pipelines; the availability of pipeline corridors for new sewer construction; and operation and maintenance concerns.

- The hydraulic model has been developed to assist the City in performing capacity analyses and updating the Master Plan in the future. The model should be kept up-to-date with any changes to existing sewer connections, development plans, and sewer system facilities.

- The City should conduct additional flow monitoring at key locations in the sewer system, particularly the area tributary to the Chromite/Machado trunk sewers where both the 2006 and 2015 flow monitoring programs indicated high I/I. City should also conduct smoke testing and television inspection to identify potential sources of I/I. Flow levels during large storm events should be compared to the peak flows simulated by the hydraulic model to verify the modeling predictions for the 10-year design storm and confirm the need for and sizing of Project P3 (Cabrillo Avenue Sewer Improvement).

- The City should coordinate with the CuSD on flow and planning assumptions to ensure that adequate capacity exists in the Santa Clara system to handle future flows from the District. The City should encourage CuSD to monitor the flows at the flow meter that it operates and maintains on Homestead Road at Swallow Drive on an on-going basis and periodically confirm meter calibration to verify the wastewater flows entering the Santa Clara system.

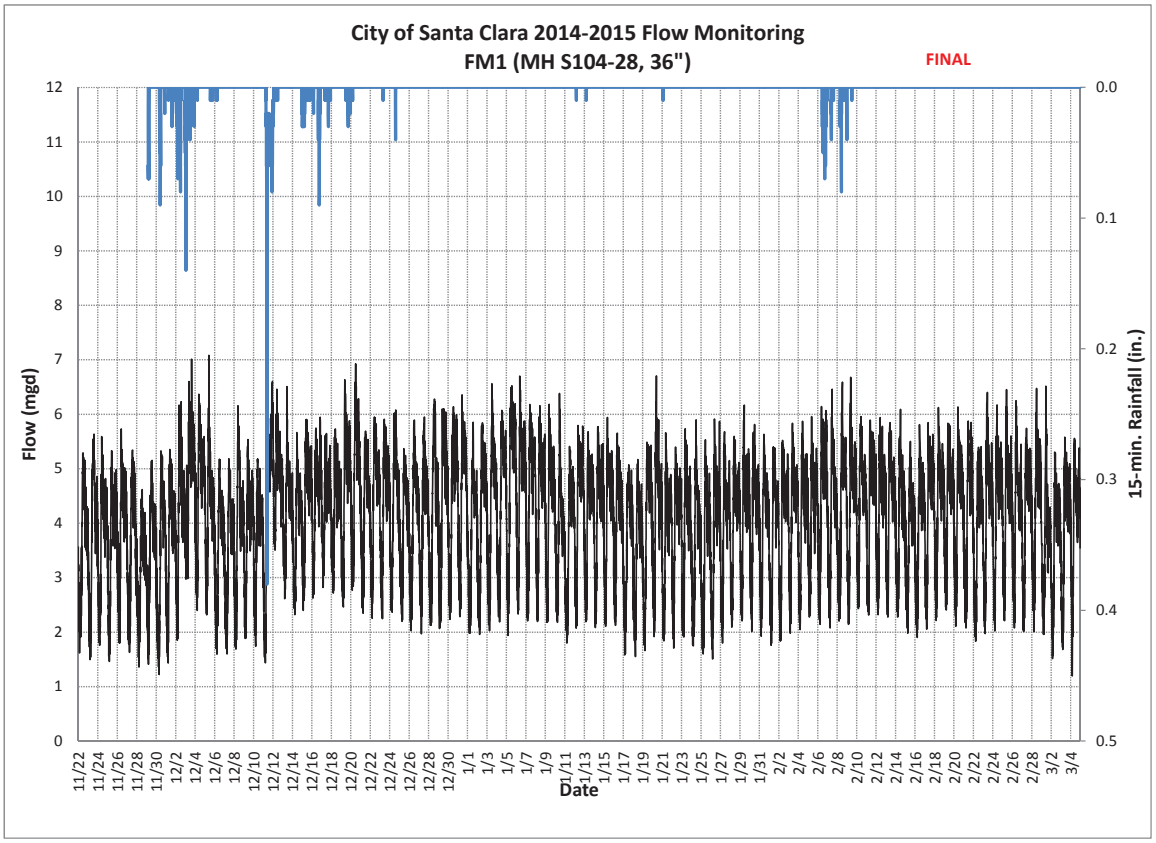
- The City should consider adjusting its set points for the four lift stations identified in Table 4-4 to address upstream backwater issues and capacity criteria violations. These settings should be evaluated by the City's pump operators to determine feasibility and if there are other operational issues that should be considered. In addition, the City should continue to conduct regular maintenance as needed to maintain adequate firm pumping capacity at all pump stations, including cleaning the force mains as needed.

- The City should coordinate with the City of San Jose to ensure that its flow criteria and planning assumptions are consistent with those used by San Jose in its capacity master planning.

- Parcel APN 316-17-018 holds an entitlement agreement to discharge up to 0.95 mgd into the City’s system; however, it is currently discharging less than 10 percent of its entitled rate. While the City is obligated to provide capacity for entitlement holders, it is important to note that implementing this project may result in oversized sewers where the daily flow is not sufficient to provide the minimum cleaning velocity and thus creating potential debris and odor issues. However, the City should implement project E1 (Tracy Drive Sewer Improvement) to address the potential capacity deficiency before the parcel begins to discharge its entitled flow of 0.95 mgd.

This Master Plan report is intended to be a working document to be refined and updated as additional data and new planning information becomes available. The capacity assessment should be updated whenever there are major changes in planning assumptions or, at a minimum, every ten years.

Appendix A - Plots of Flow Monitoring Data and Summary of Daily Flows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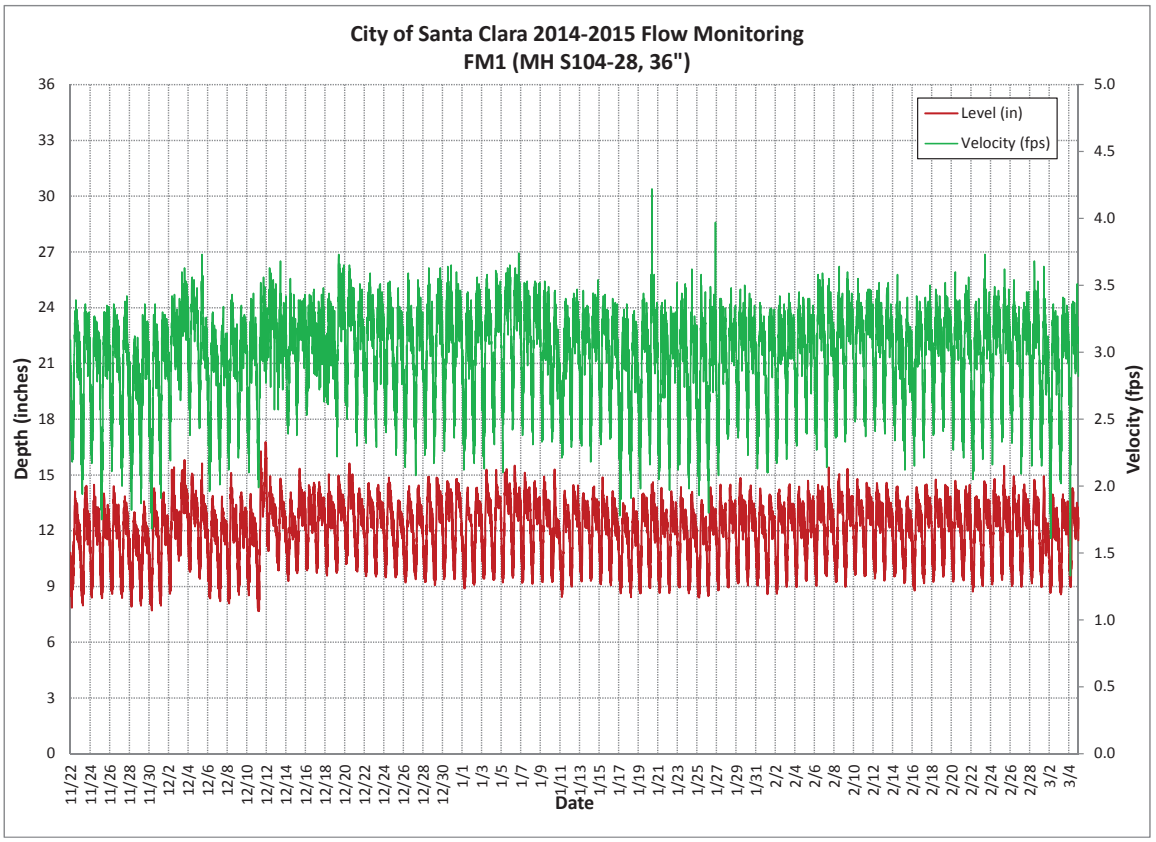
Date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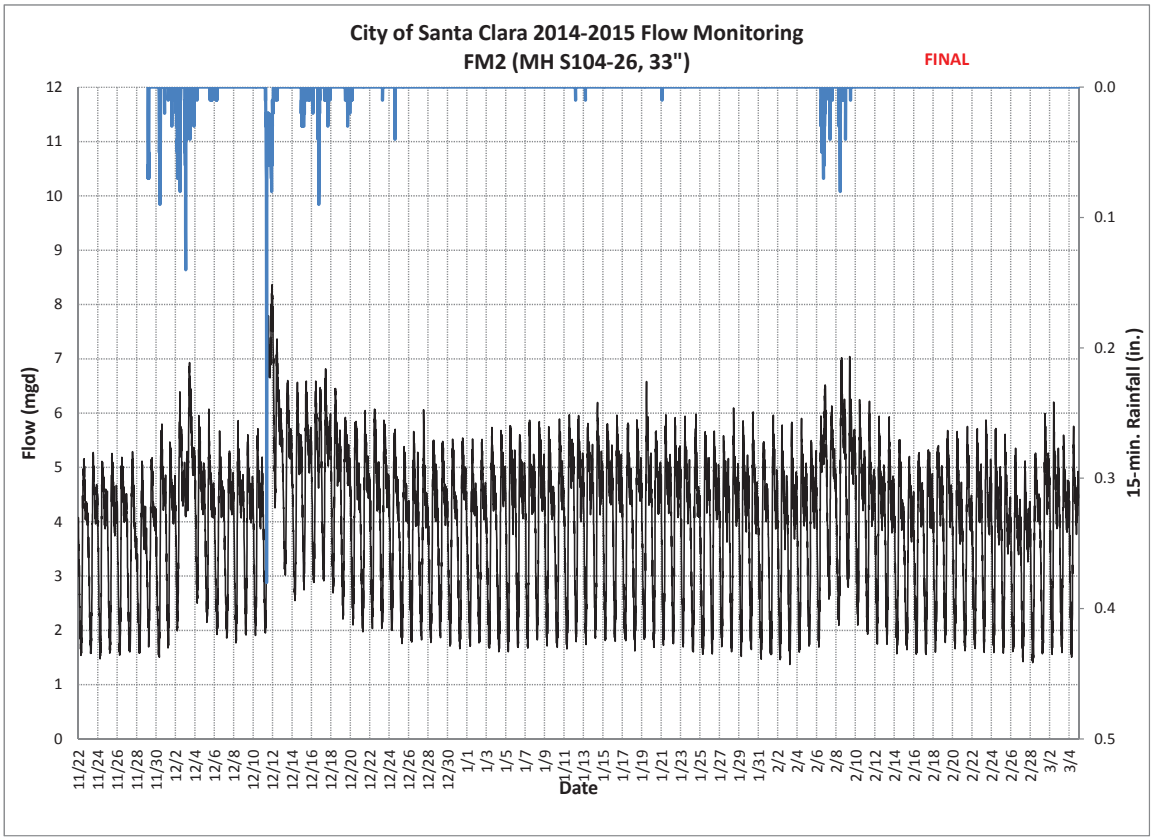
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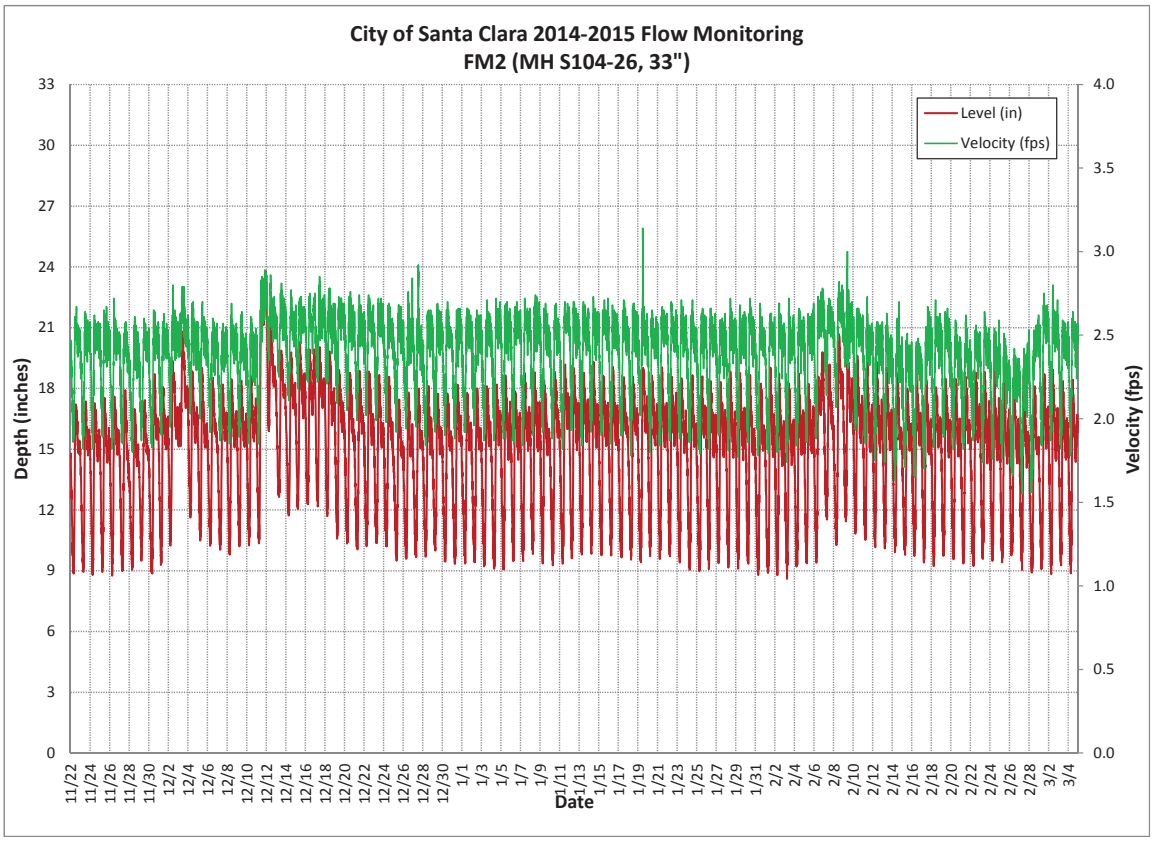
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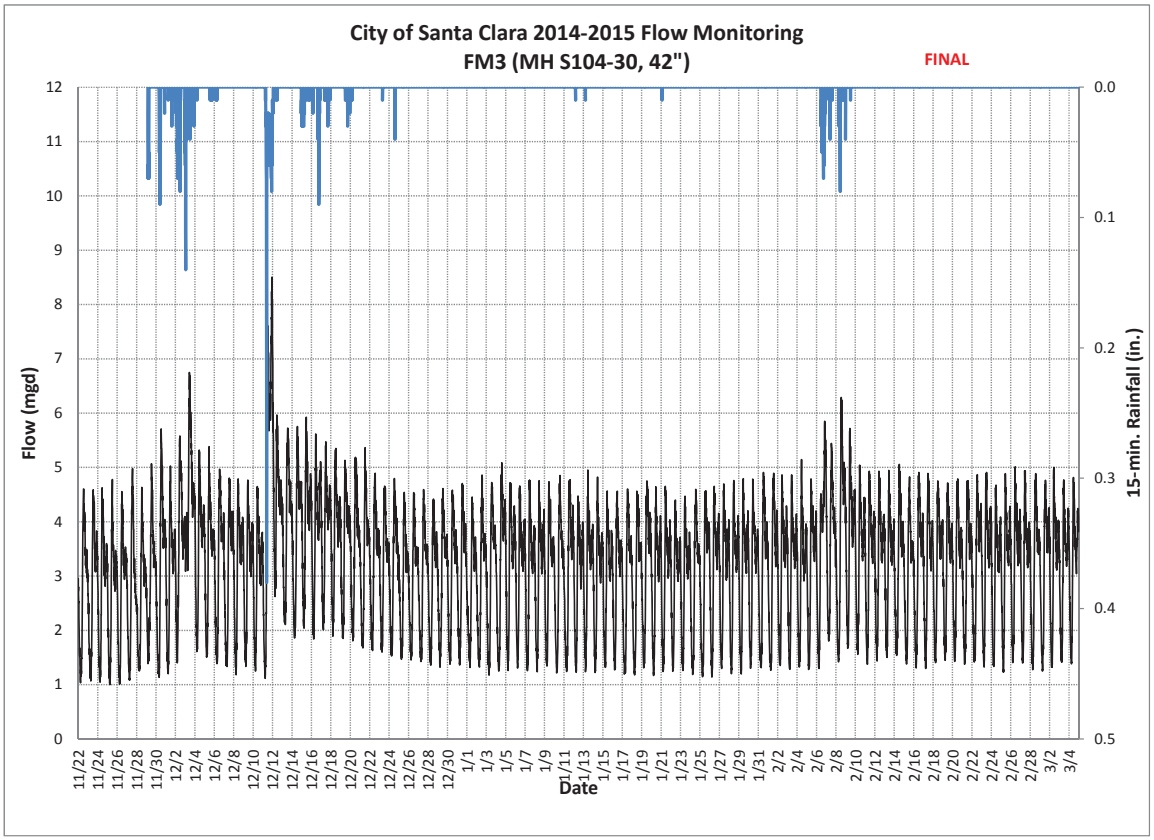
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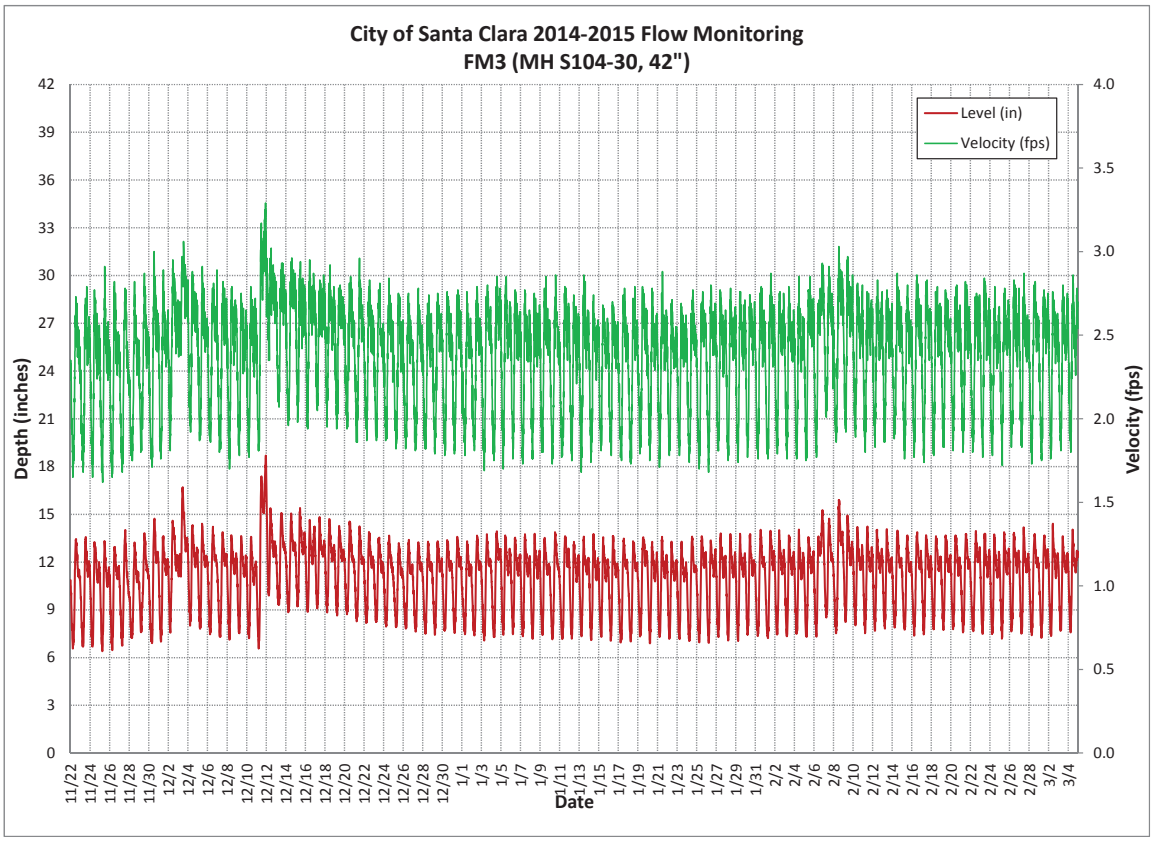
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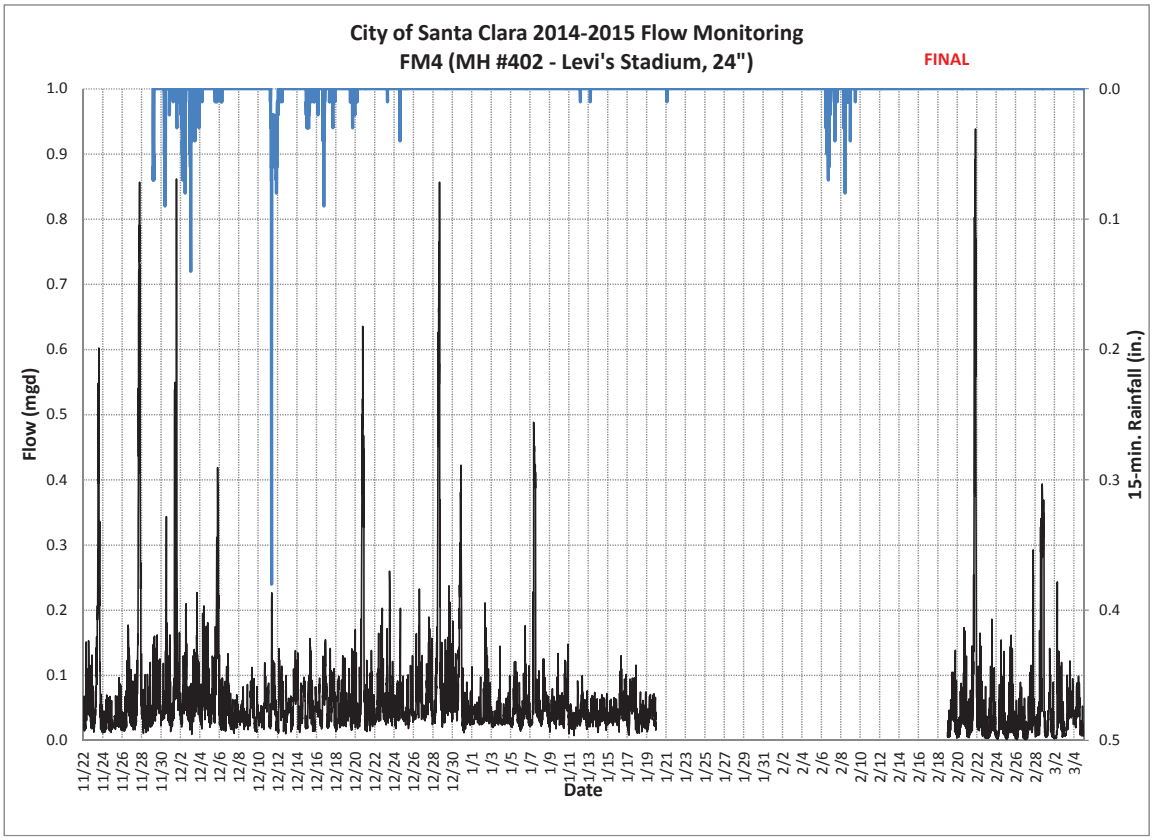
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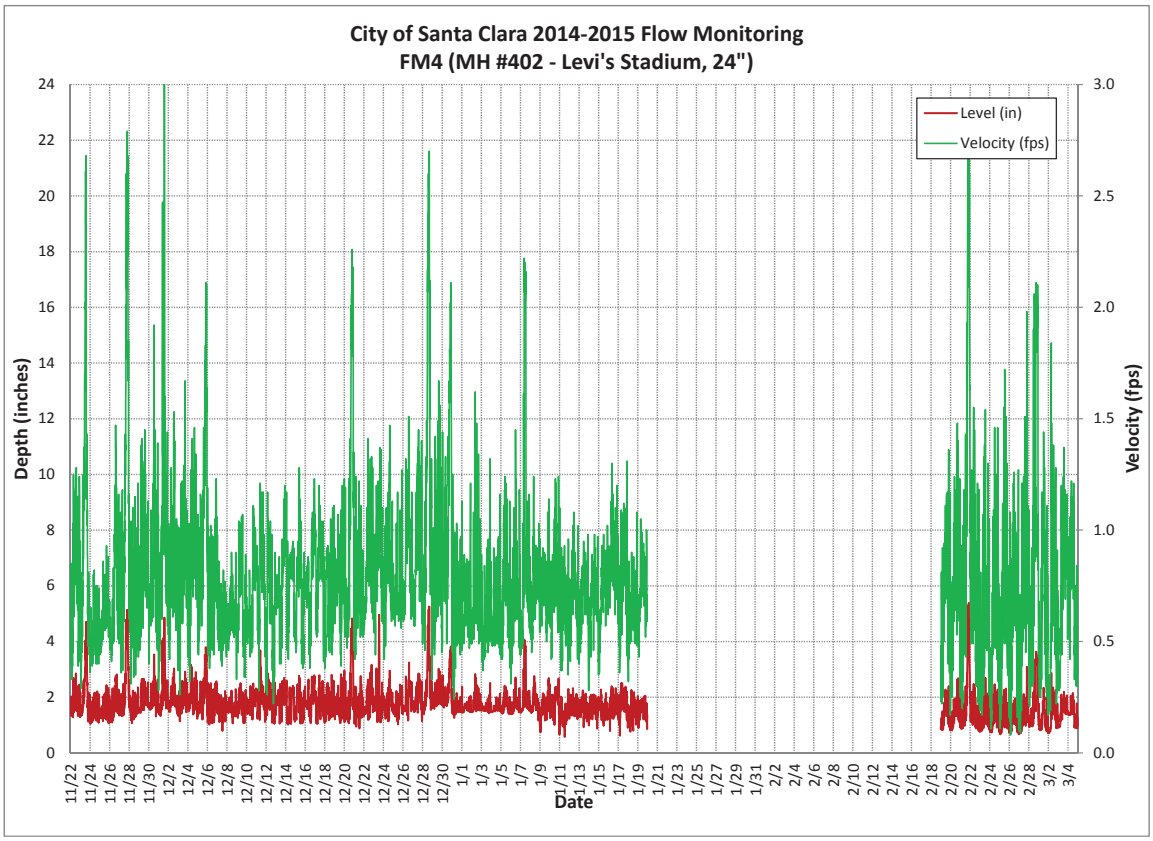
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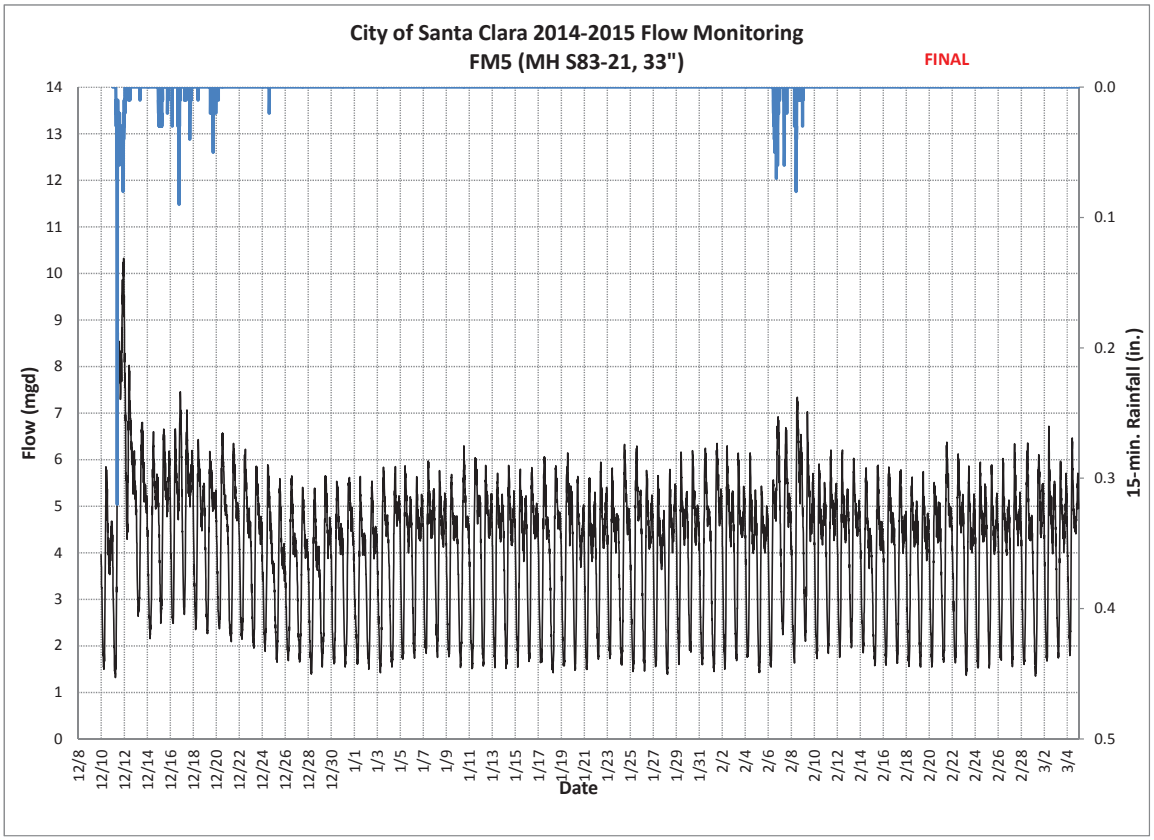
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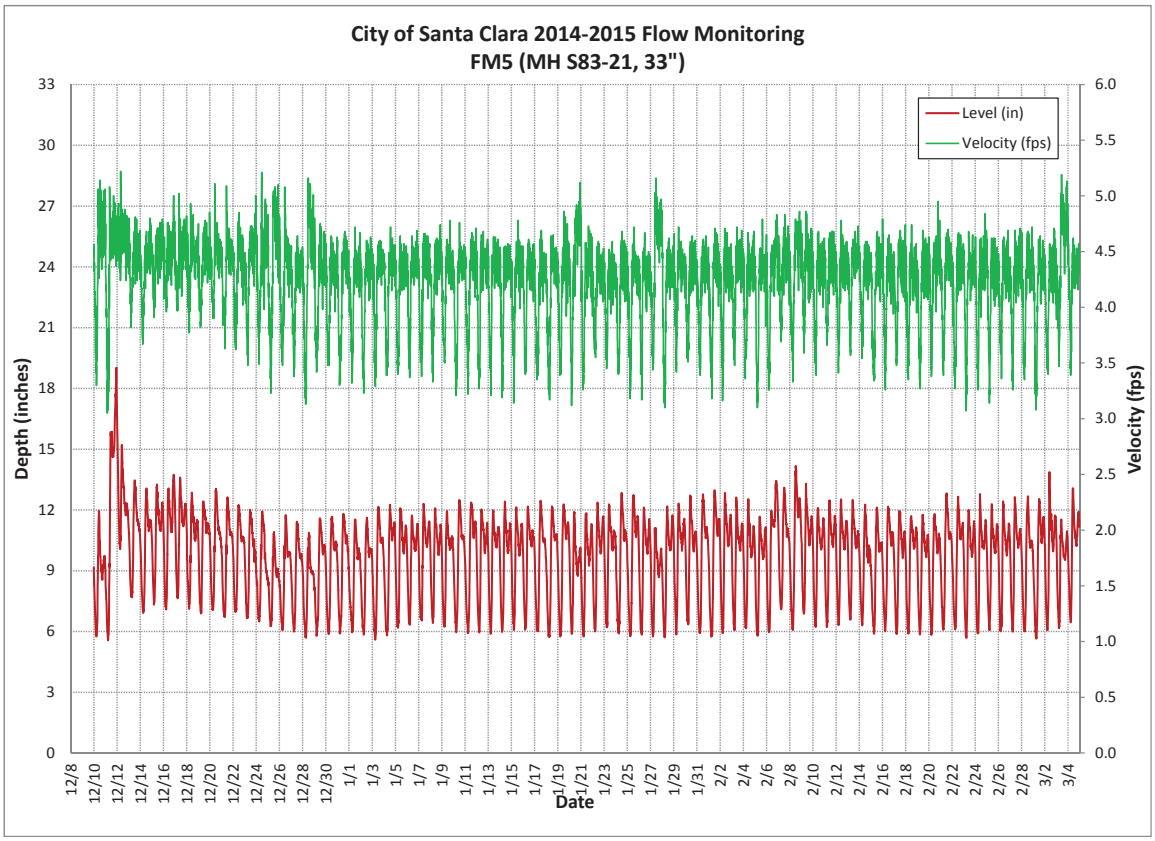
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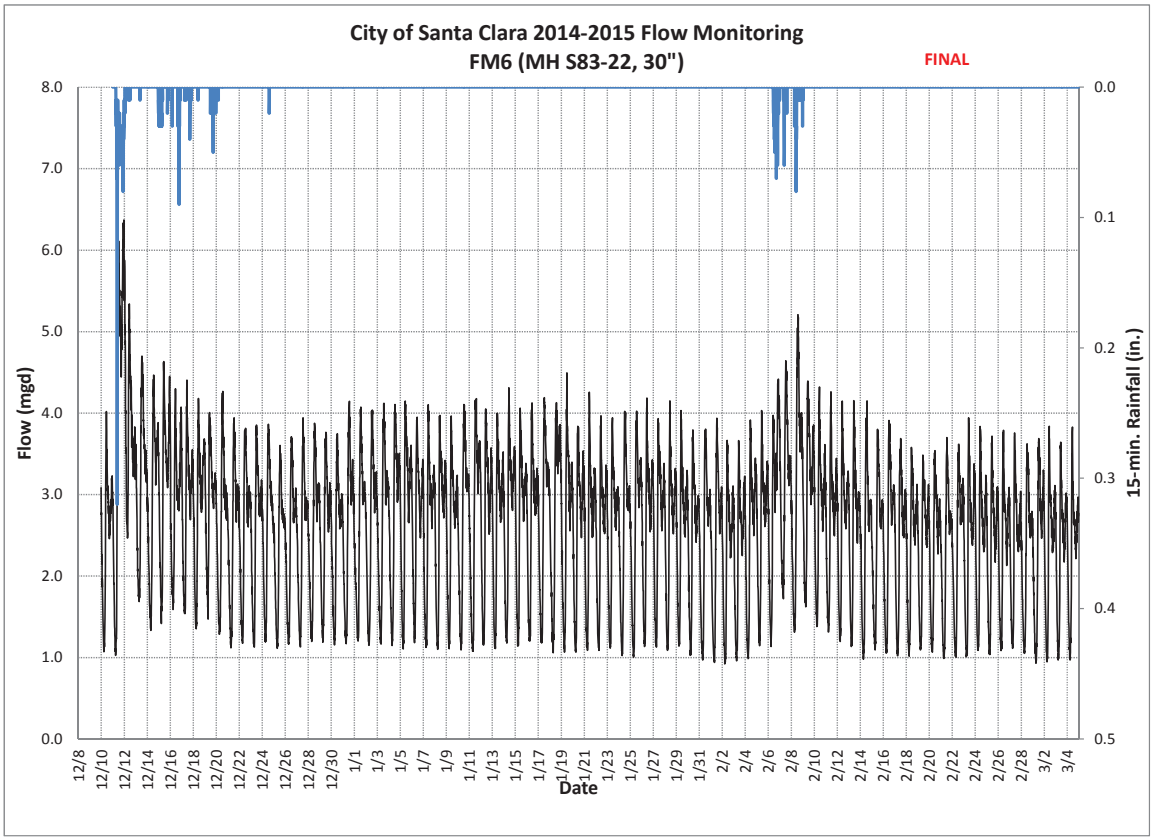
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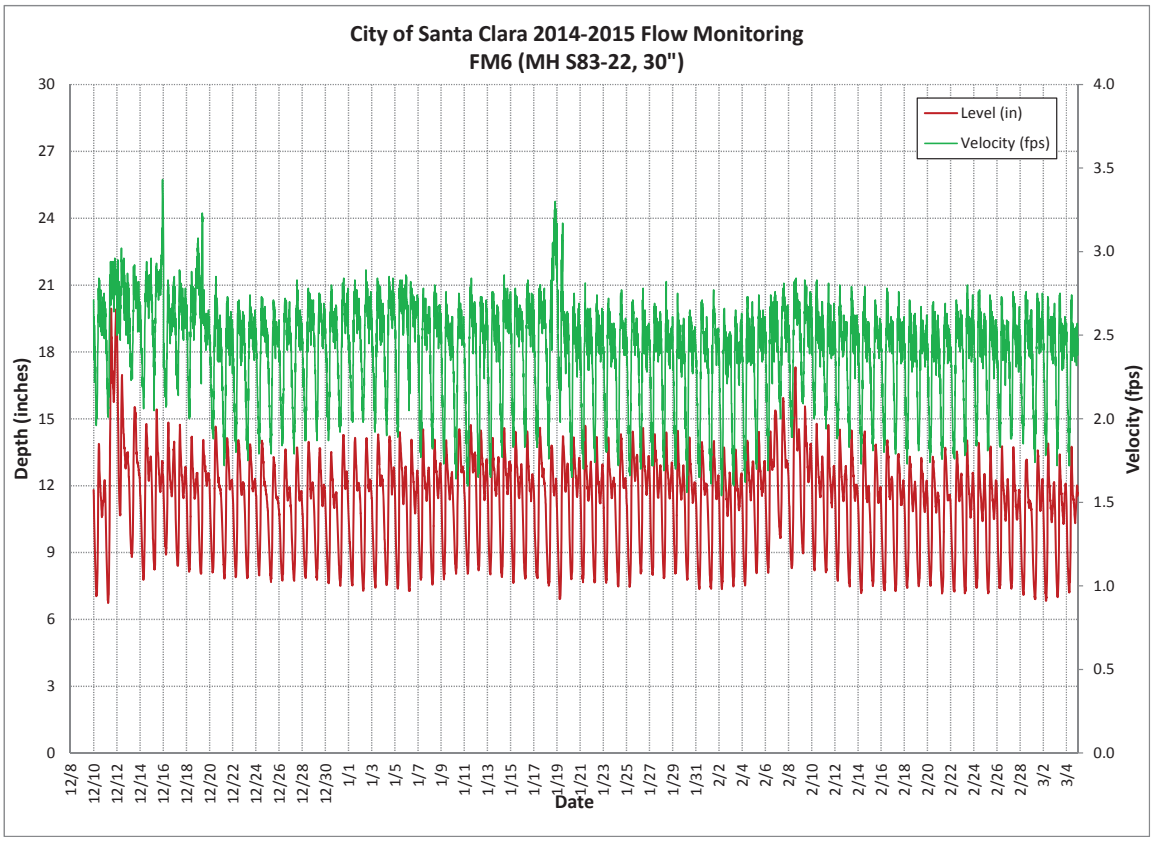
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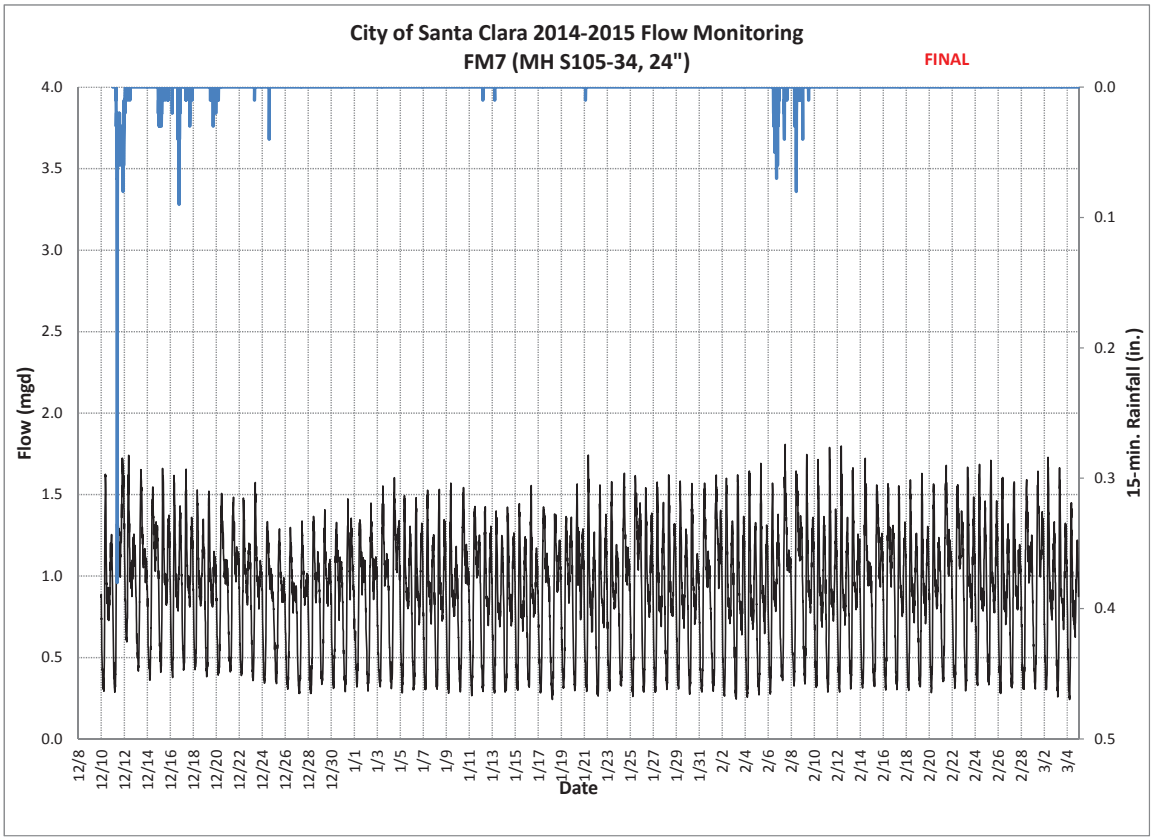
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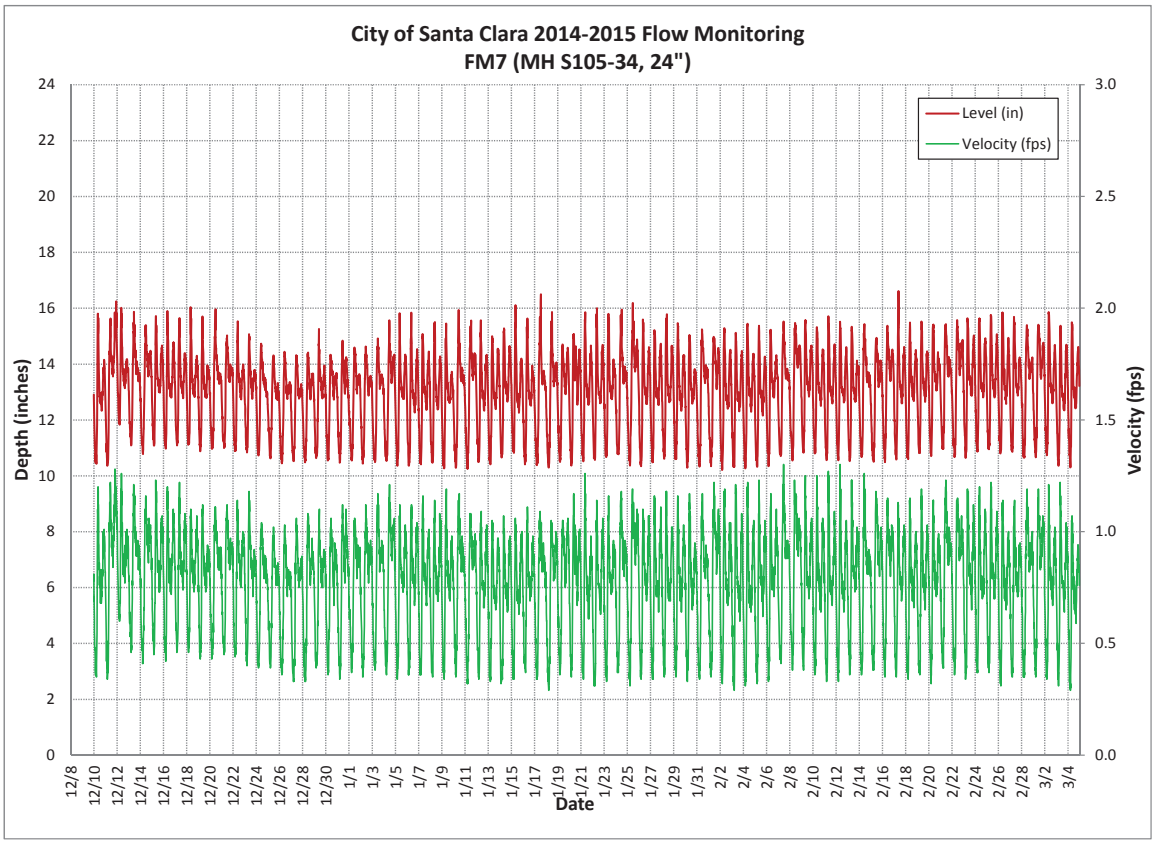
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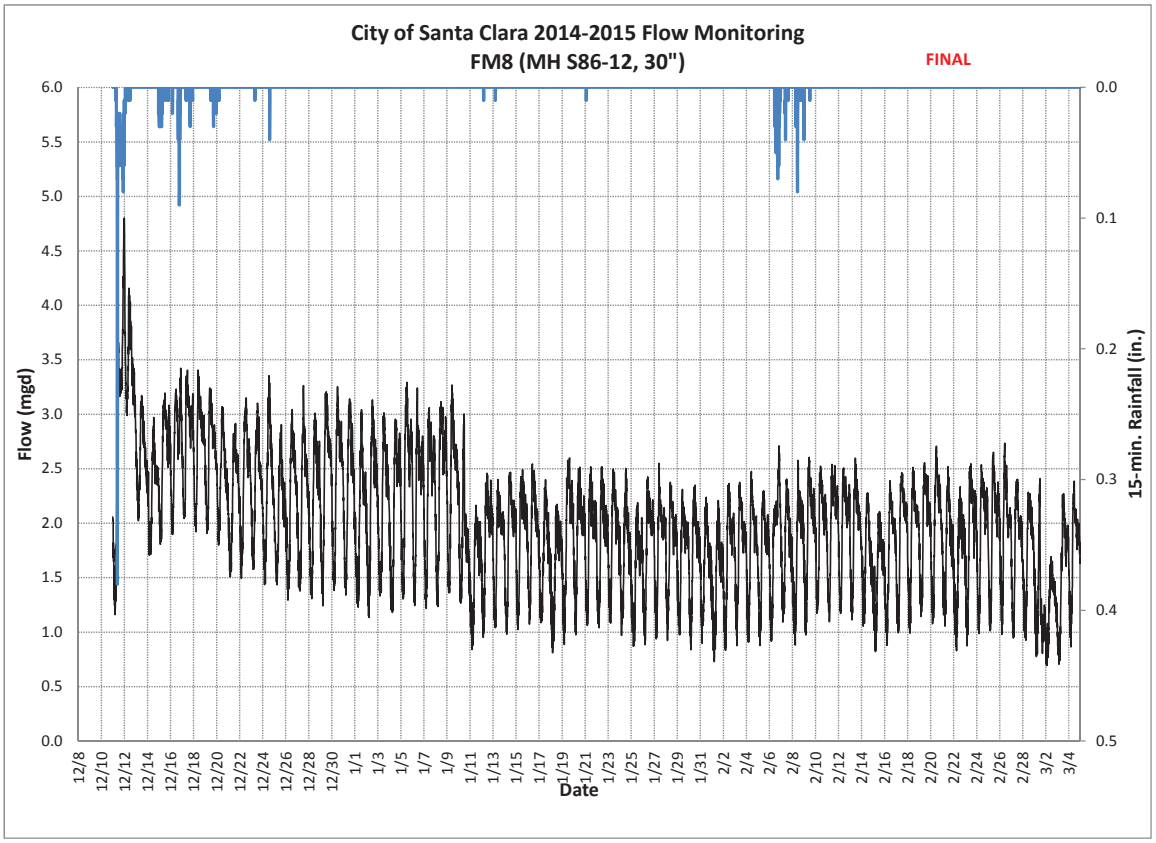
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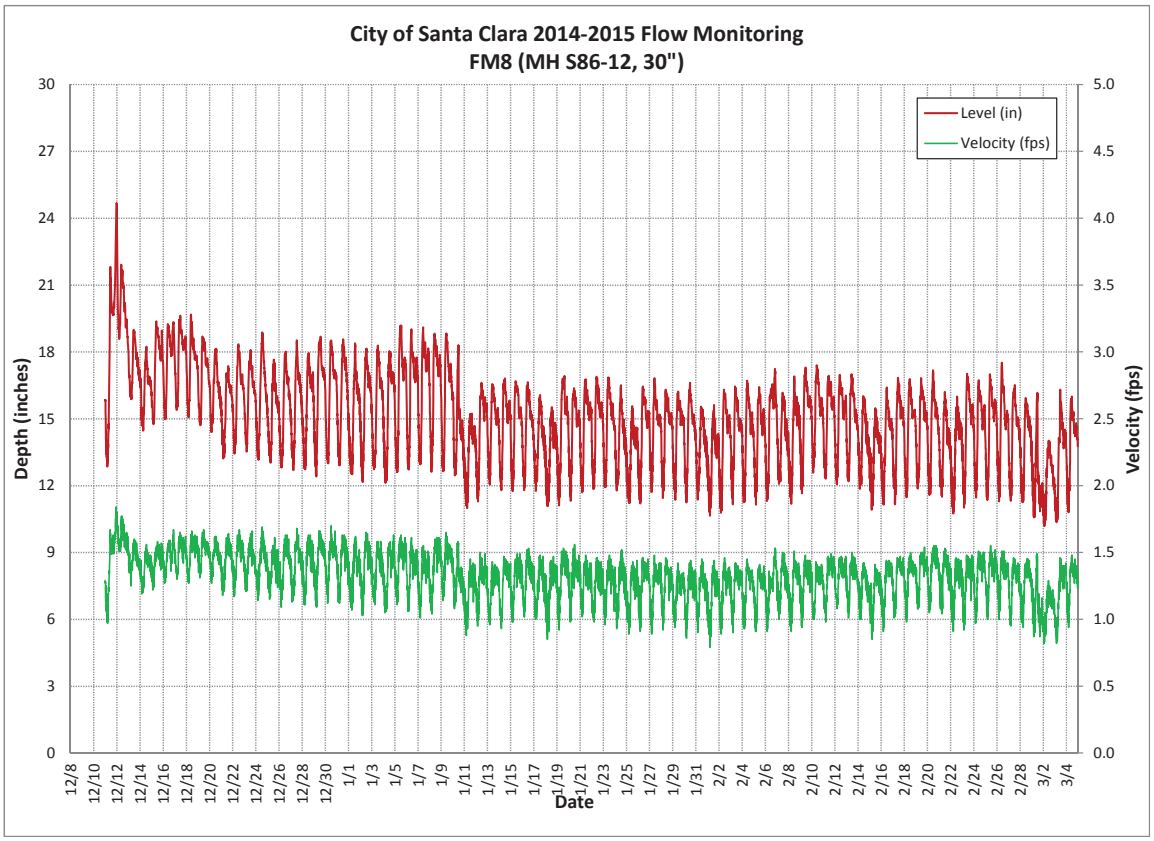
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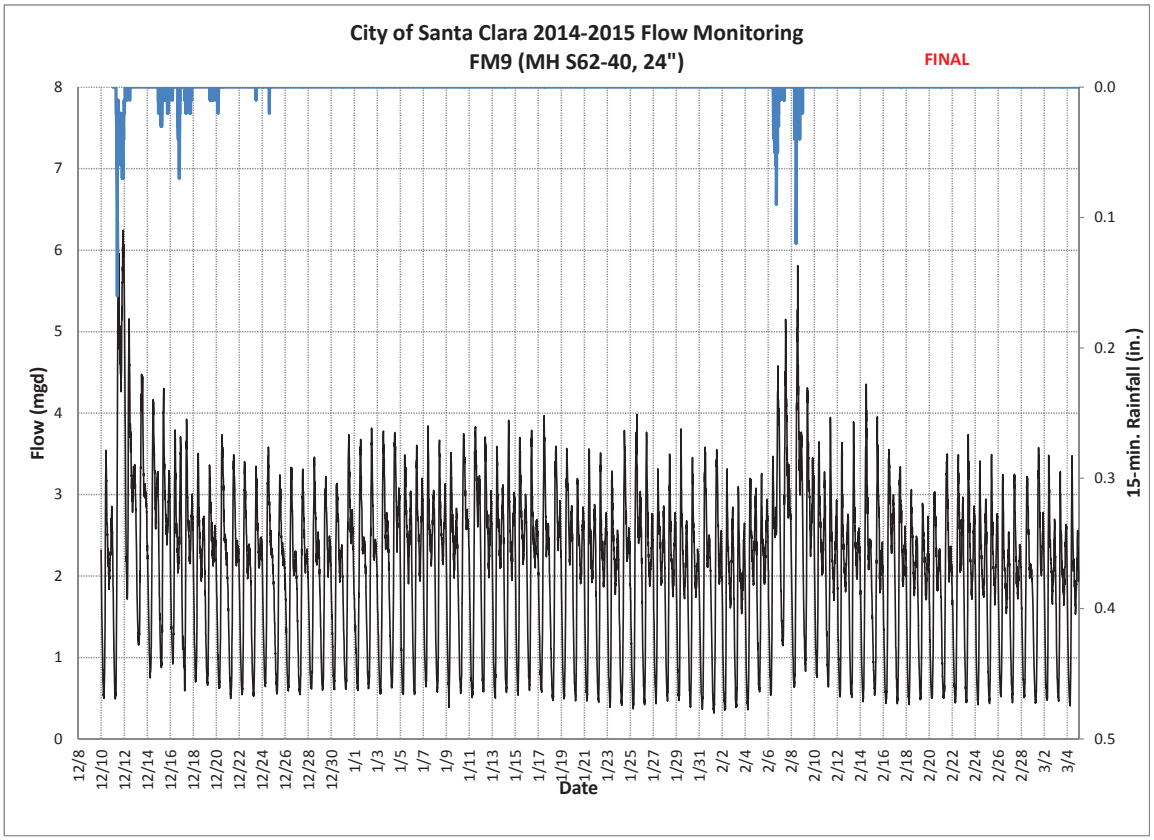
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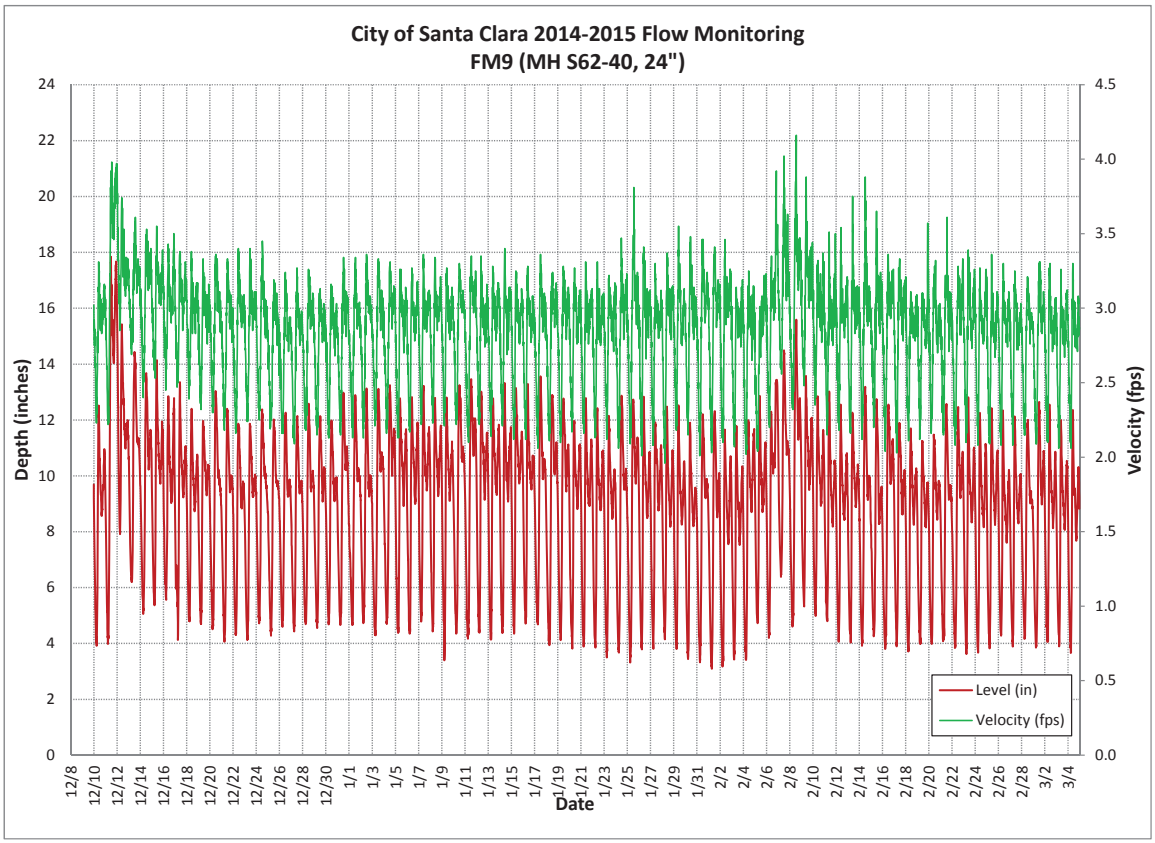
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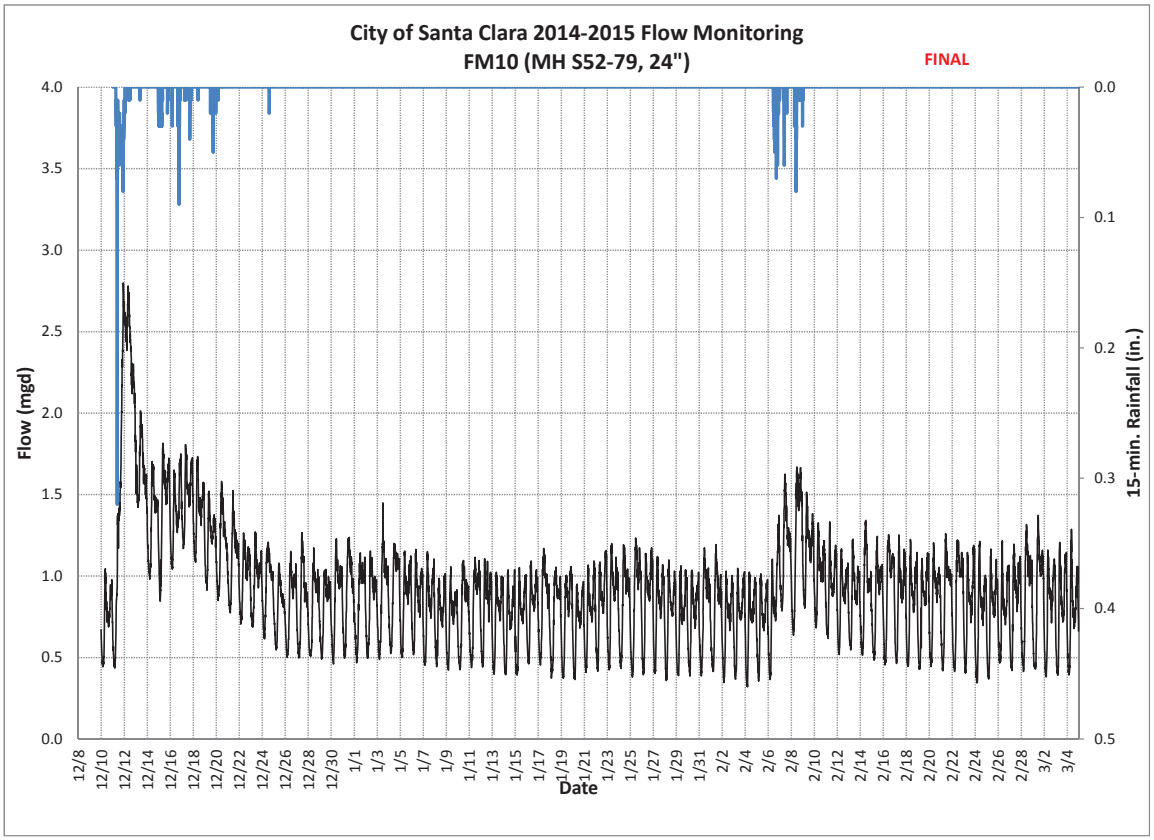
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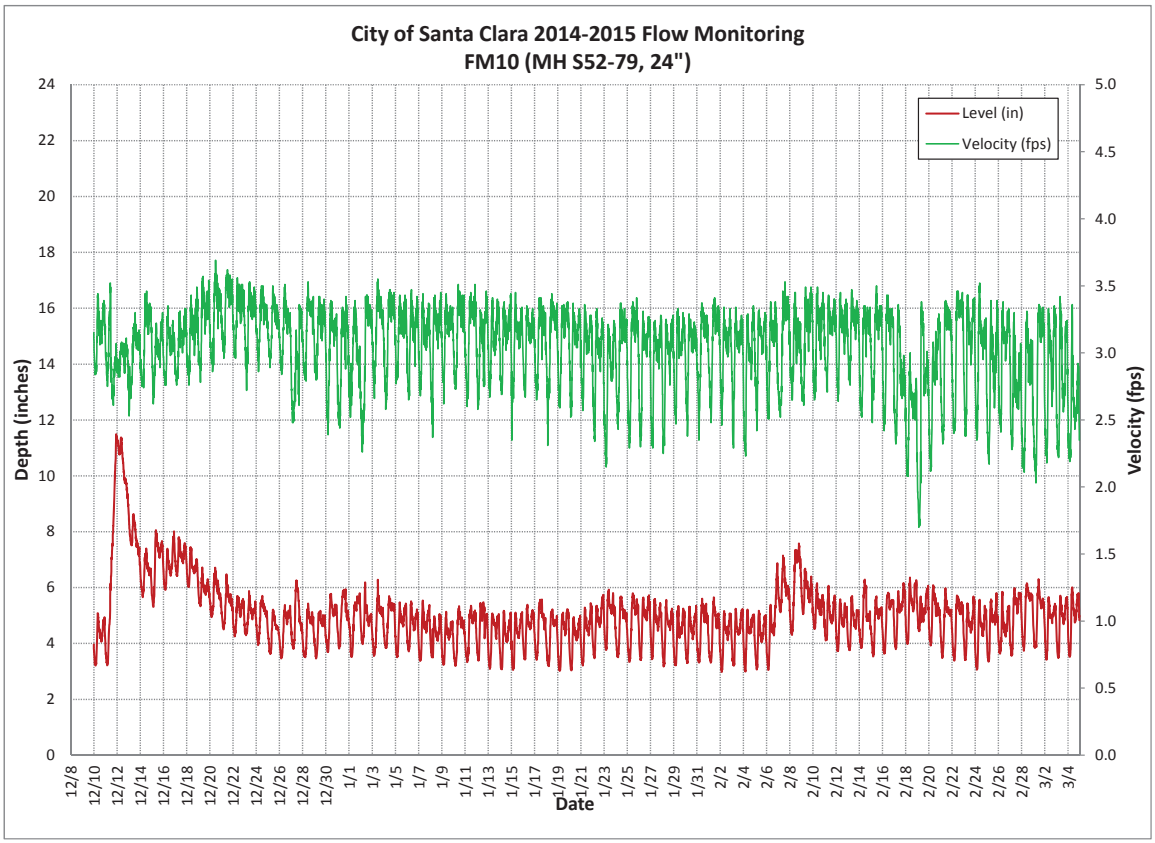
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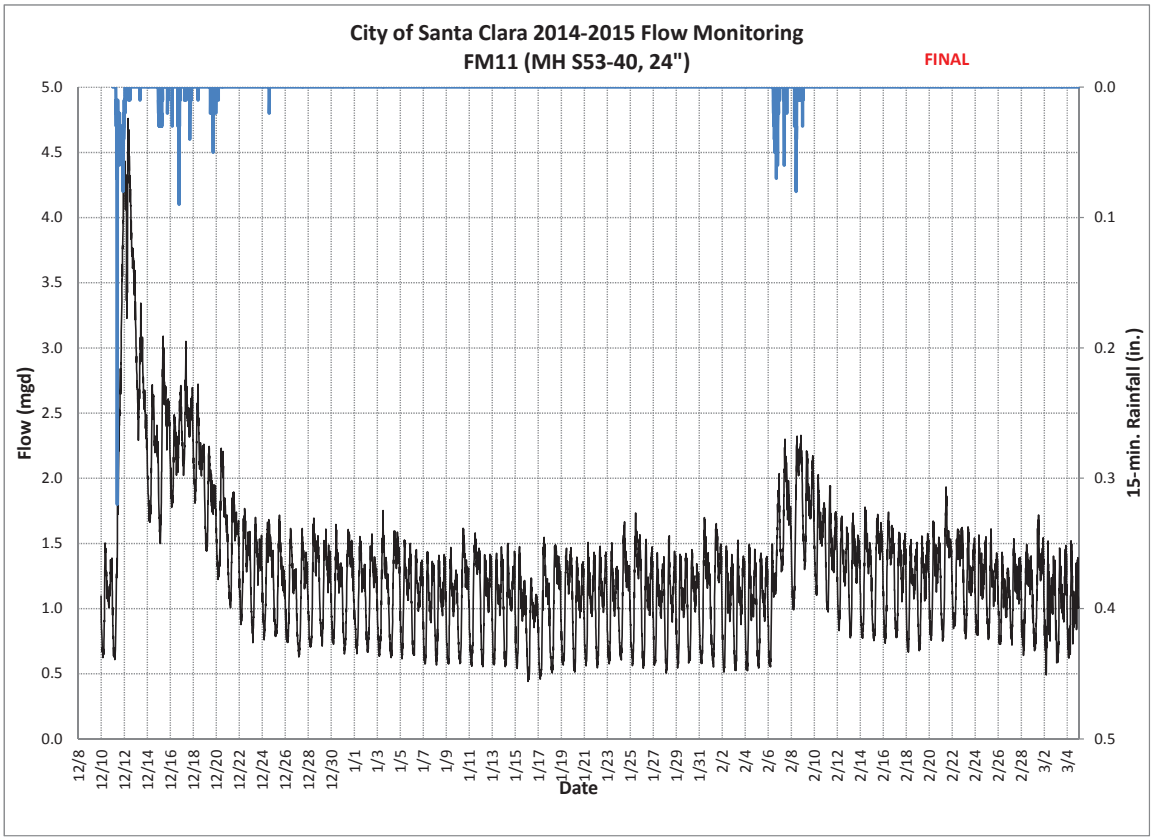
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0.3
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0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
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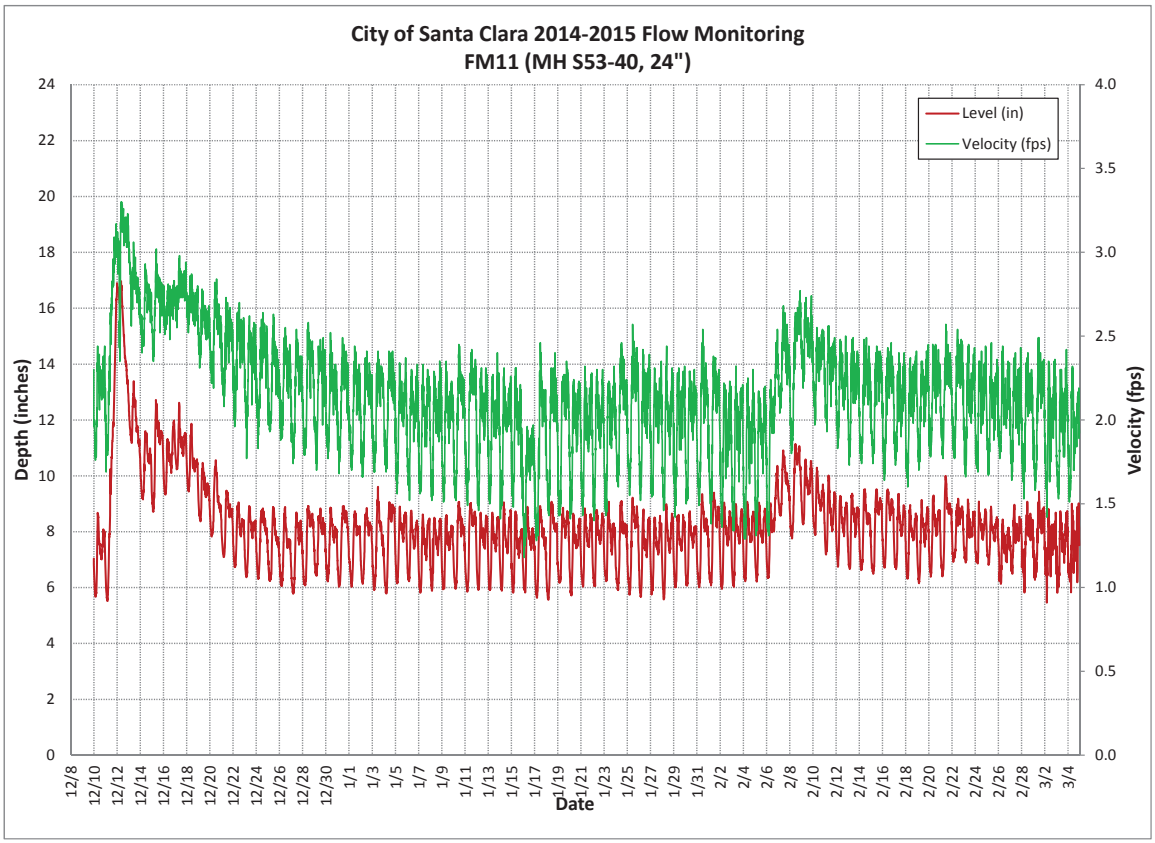
2/22
2/24
2/26
2/28
3/2
3/4


City of Santa Clara 2014-2015 Flow Monitoring
FM11 (MH S53-40, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date
24
22
20
18
16
14
12
10
8
6
4
2
0
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
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1/25
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2/22
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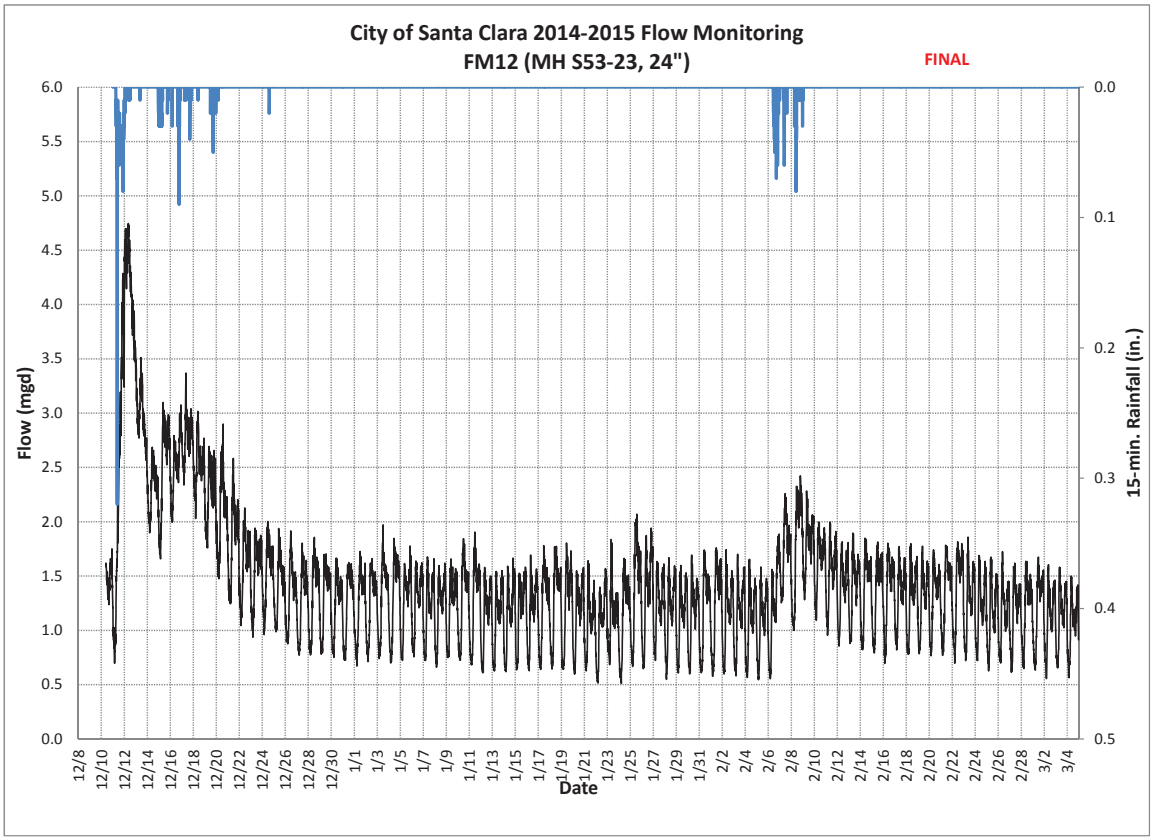
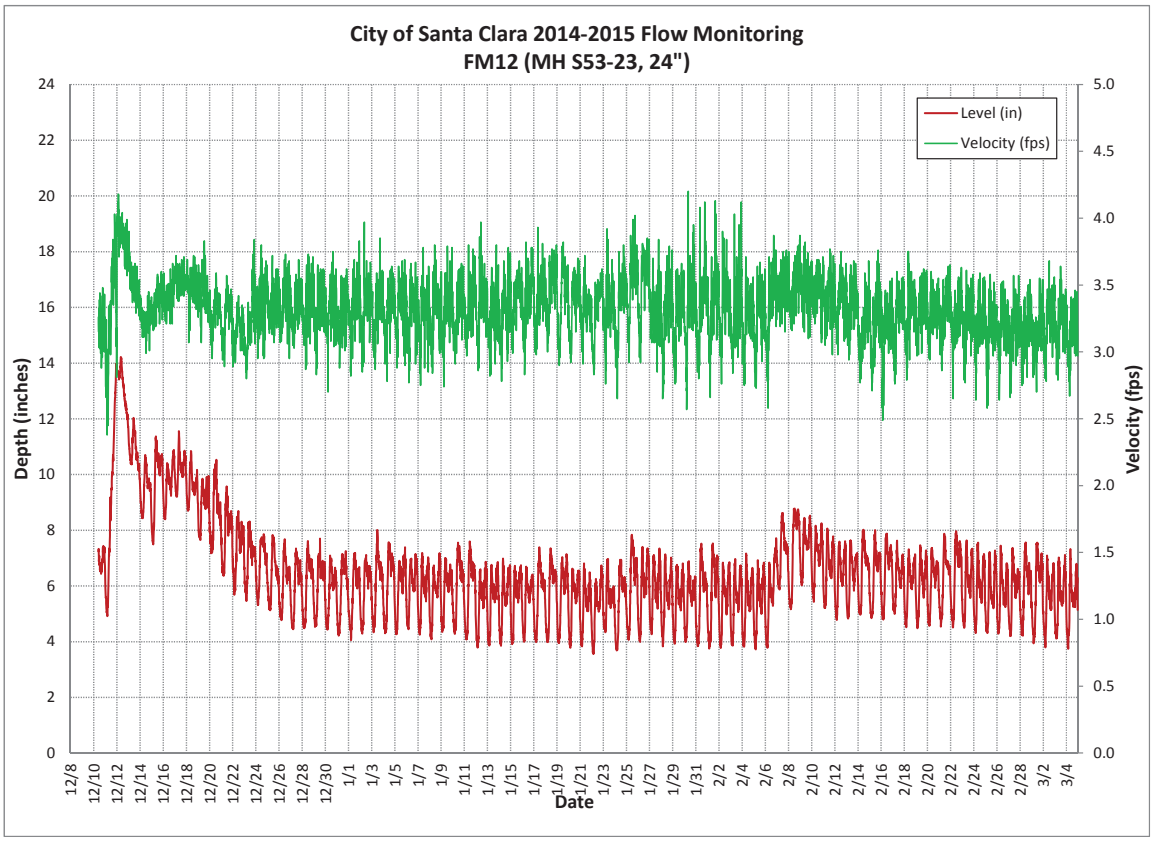
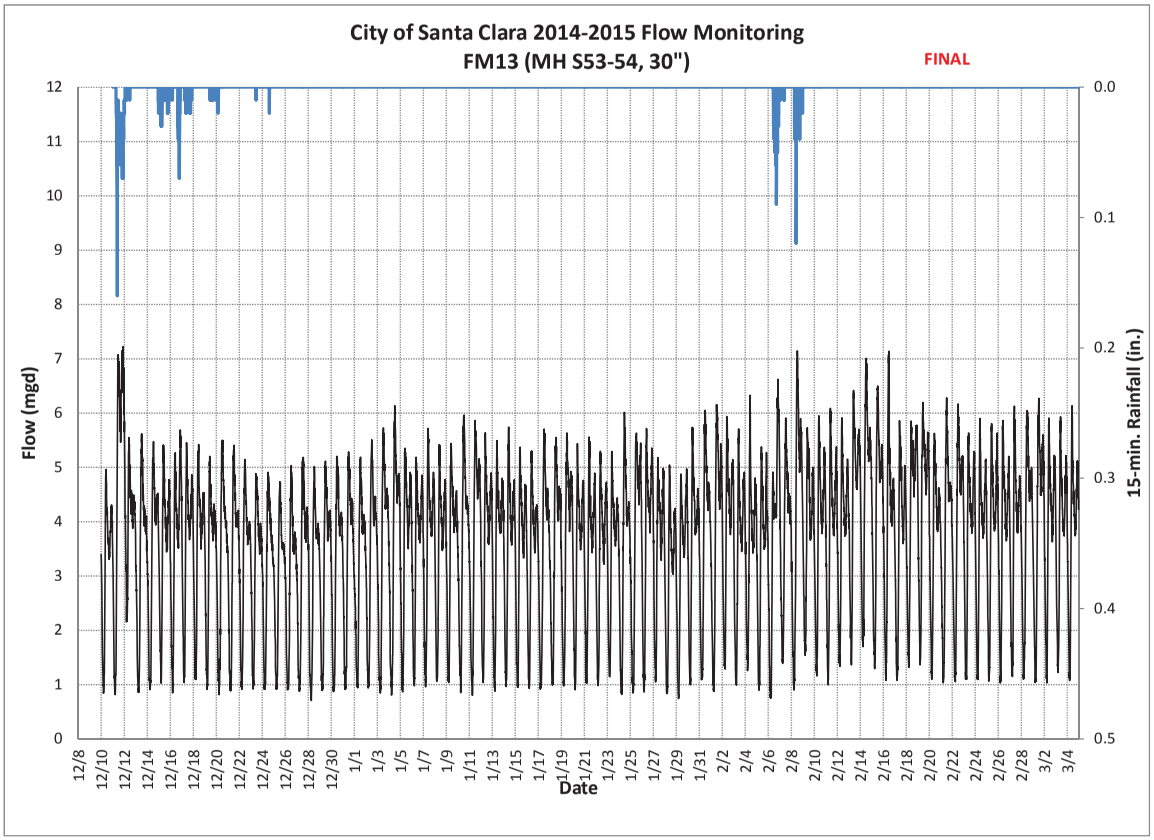
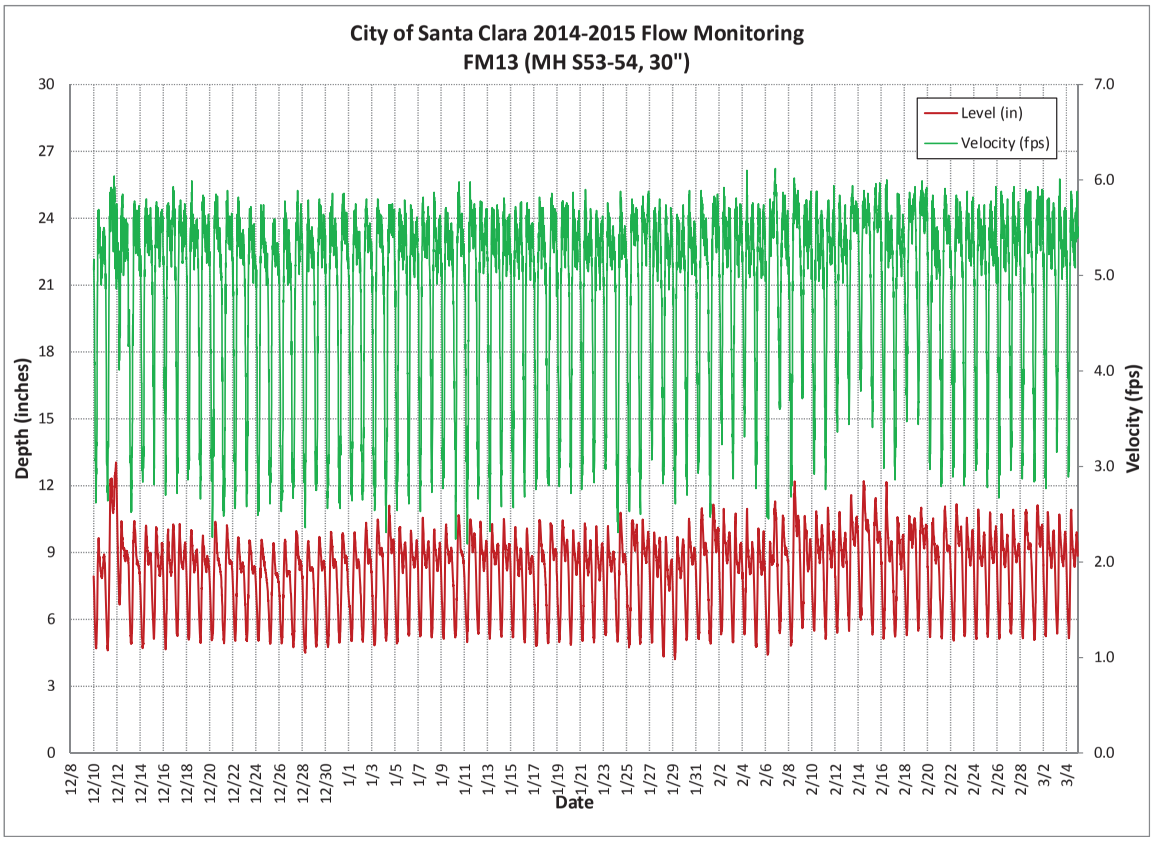
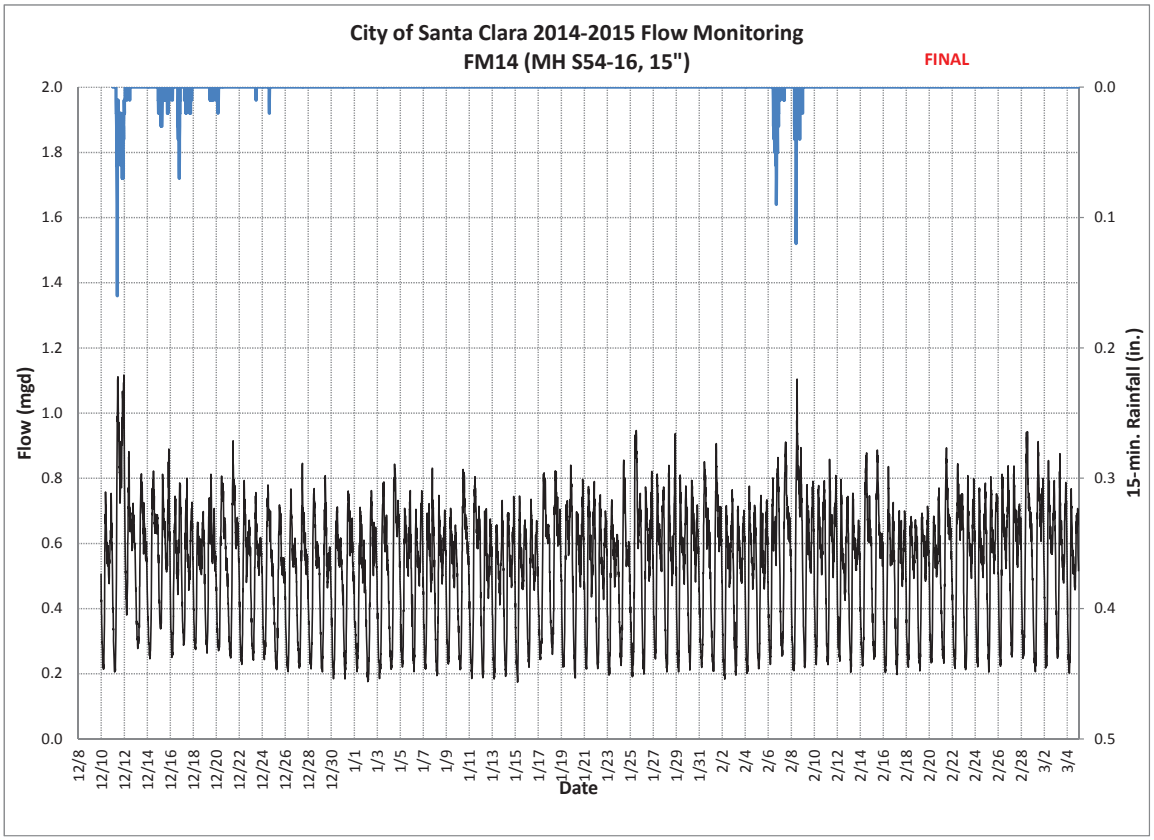
2/26
2/28
3/2
3/4

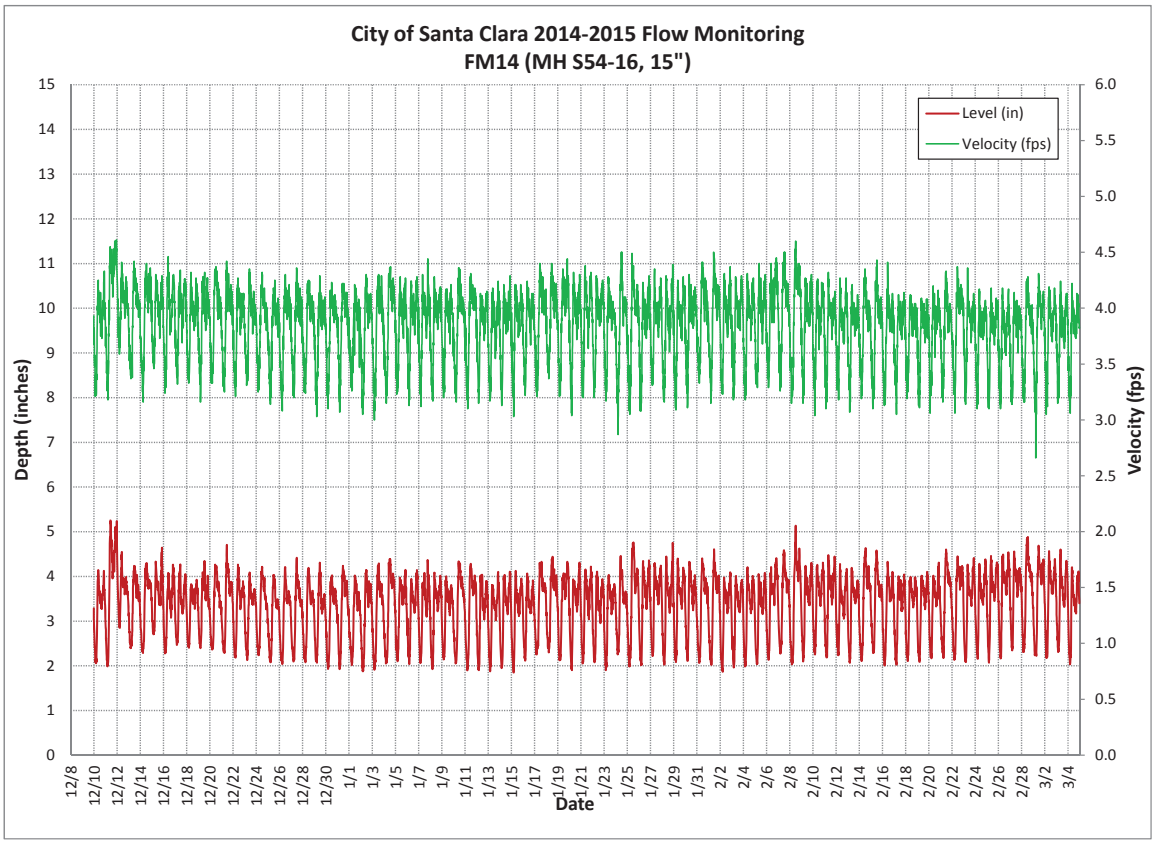

City of Santa Clara 2014-2015 Flow Monitoring
FM12 (MH S53-23, 24")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

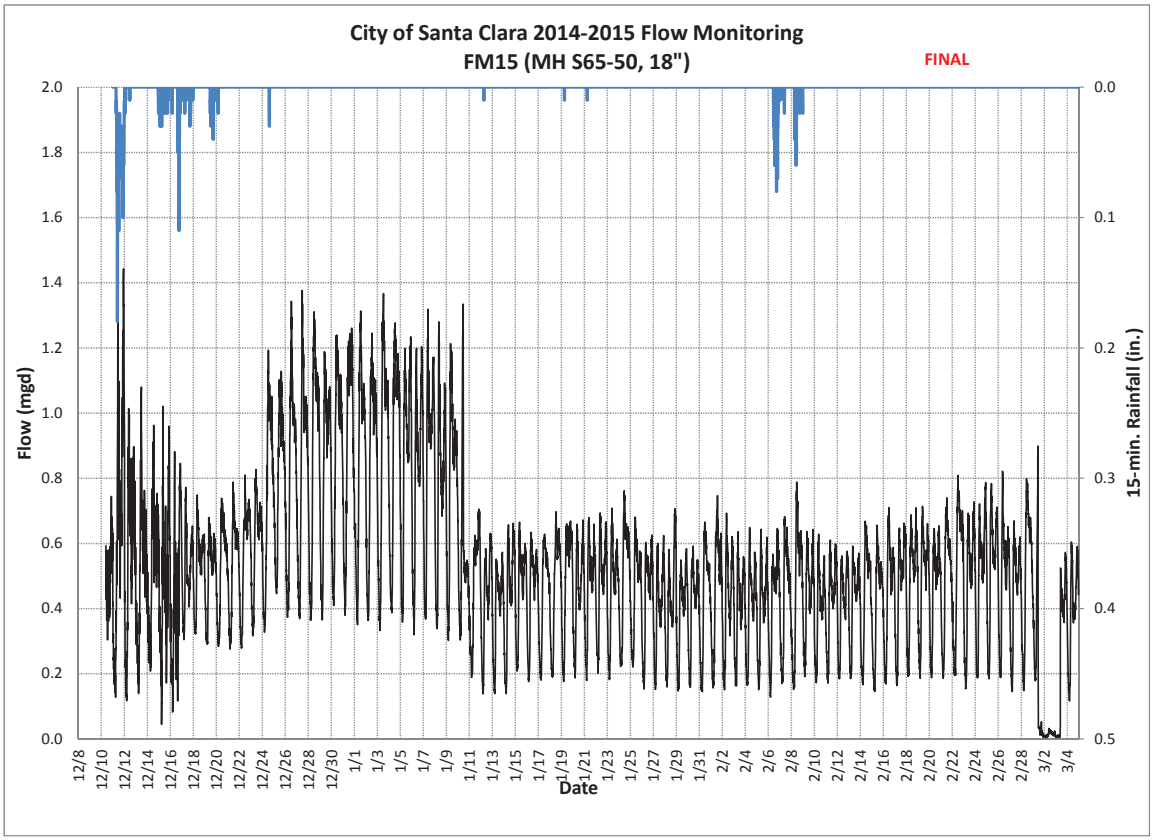

City of Santa Clara 2014-2015 Flow Monitoring
FM12 (MH S53-23, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date

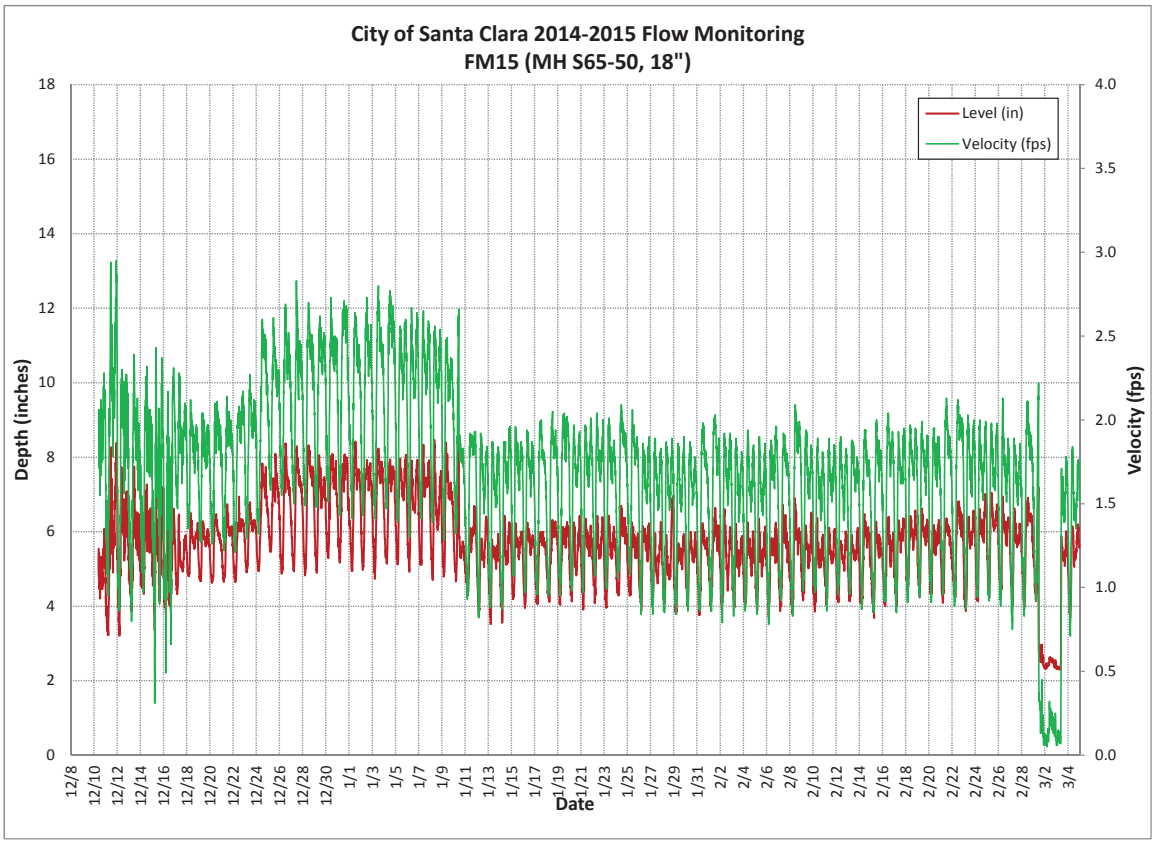

City of Santa Clara 2014-2015 Flow Monitoring
FM13 (MH S53-54, 30")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

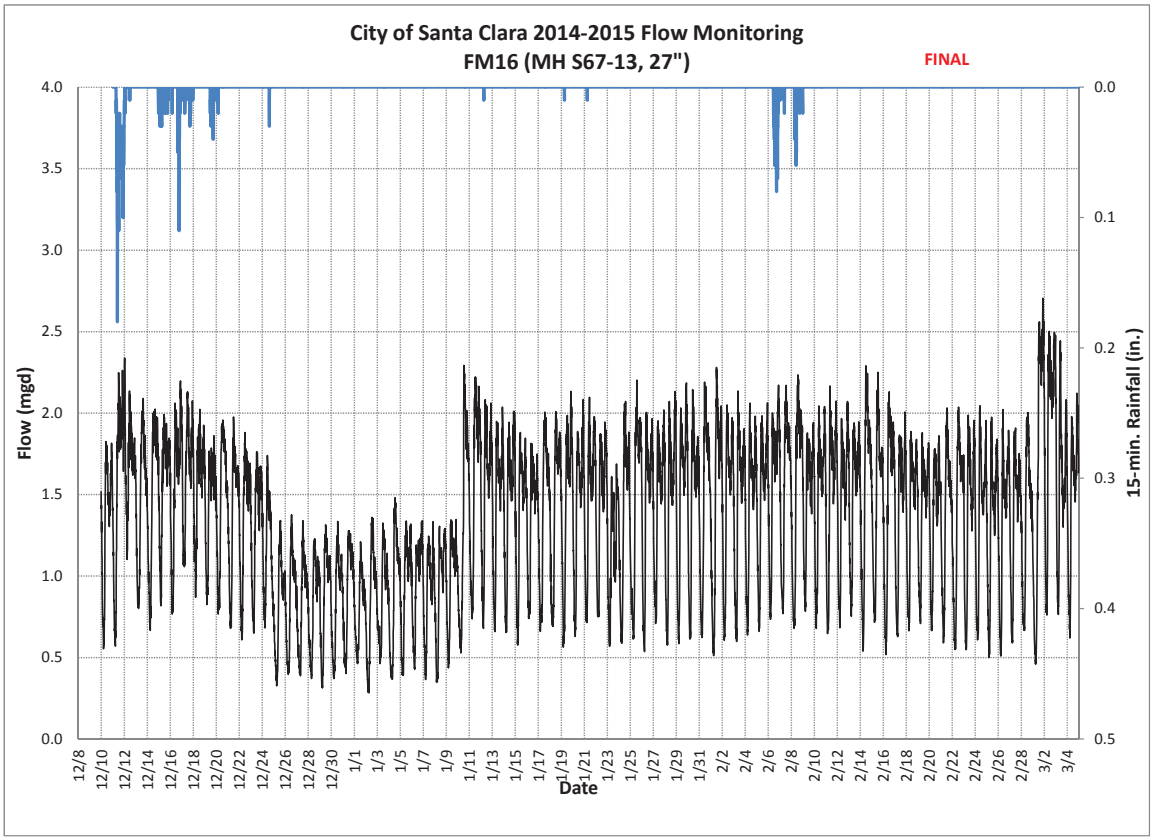

City of Santa Clara 2014-2015 Flow Monitoring
FM13 (MH S53-54, 30")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date

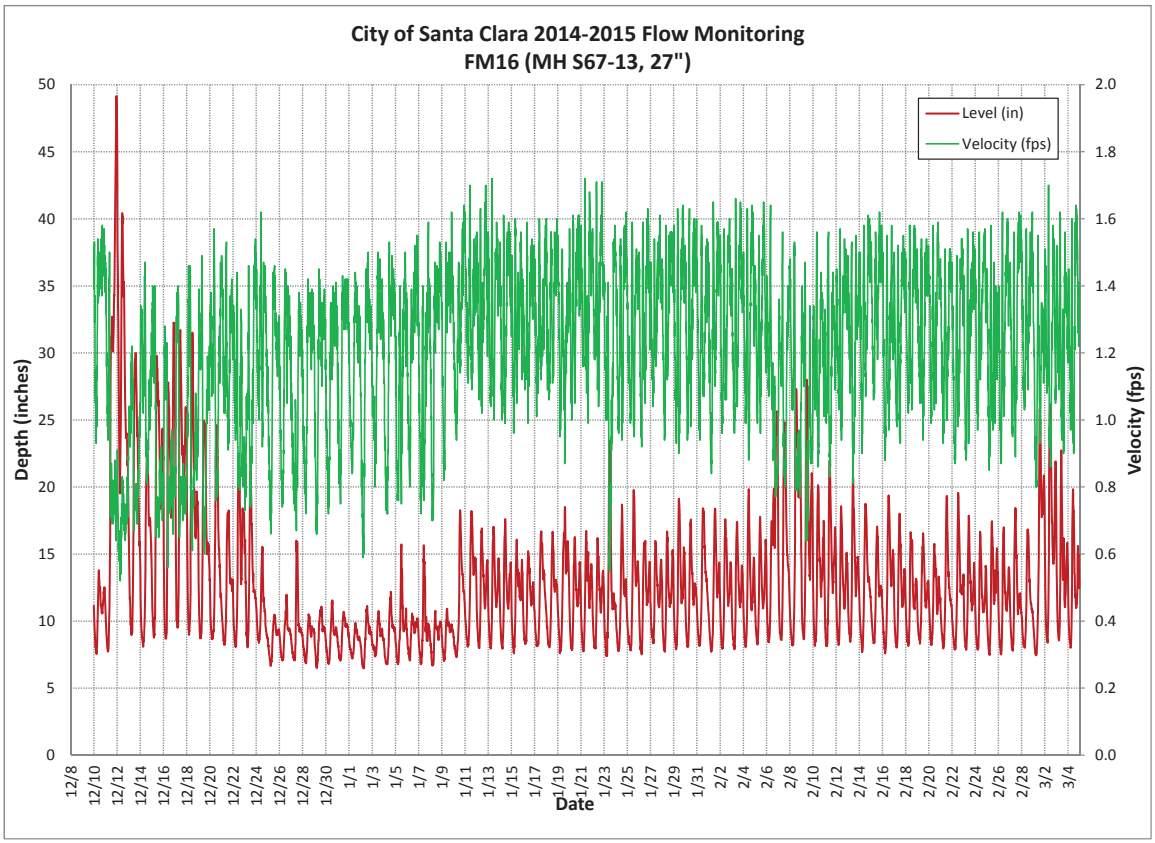

City of Santa Clara 2014-2015 Flow Monitoring
FM14 (MH S54-16, 15")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM14 (MH S54-16, 15")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM15 (MH S65-50, 18")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM15 (MH S65-50, 18")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM16 (MH S67-13, 27")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
0.0
0.1
0.2
0.3
0.4
0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
1/17
1/19
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
2/8
2/10
2/12
2/14
2/16
2/18
2/20
2/22
2/24
2/26
2/28
3/2
3/4


City of Santa Clara 2014-2015 Flow Monitoring
FM16 (MH S67-13, 27")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date
50
45
40
35
30
25
20
15
10
5
0
2.0
1.8
1.6
1.4
1.2
1.0
0.8
0.6
0.4
0.2
0.0
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
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2/2
2/4
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2/12
2/14
2/16
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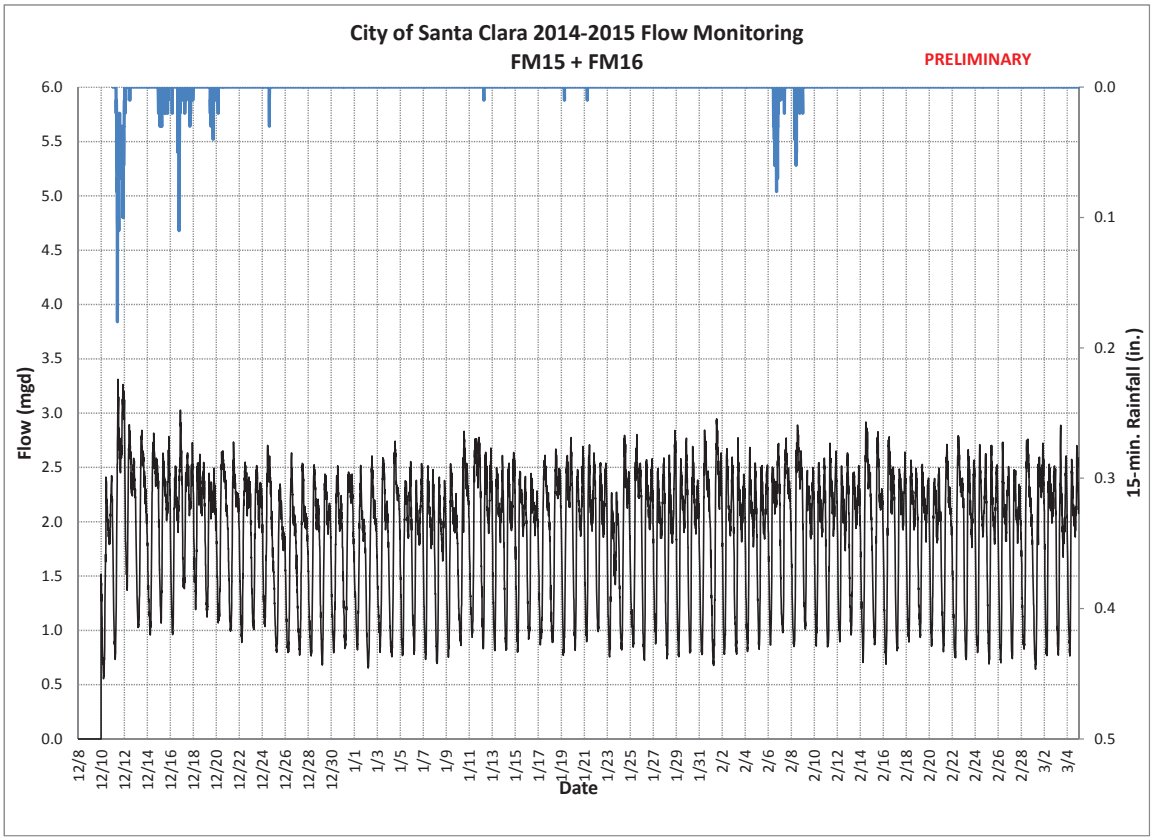
2/28
3/2
3/4


City of Santa Clara 2014-2015 Flow Monitoring
FM15 + FM16
PRELIMINARY
Flow (mgd)
15-min. Rainfall (in.)
Date
6.0
5.5
5.0
4.5
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
0.0
0.1
0.2
0.3
0.4
0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
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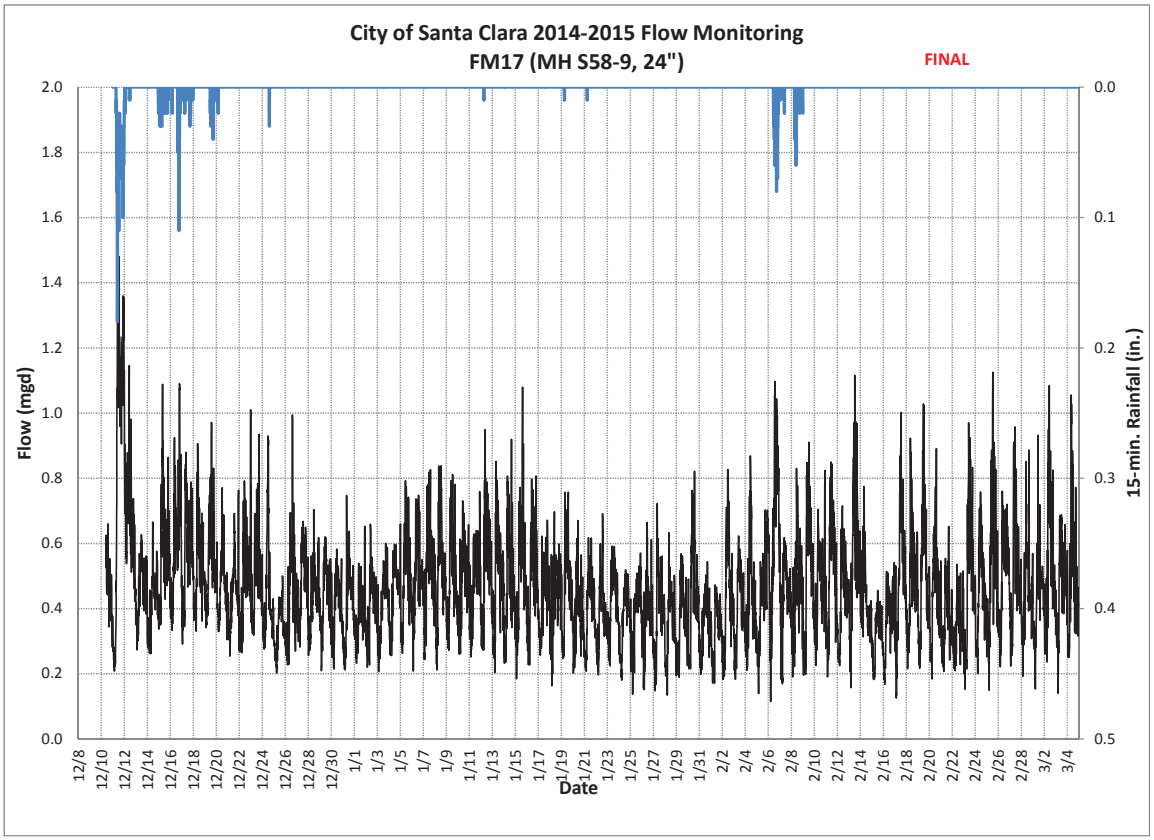
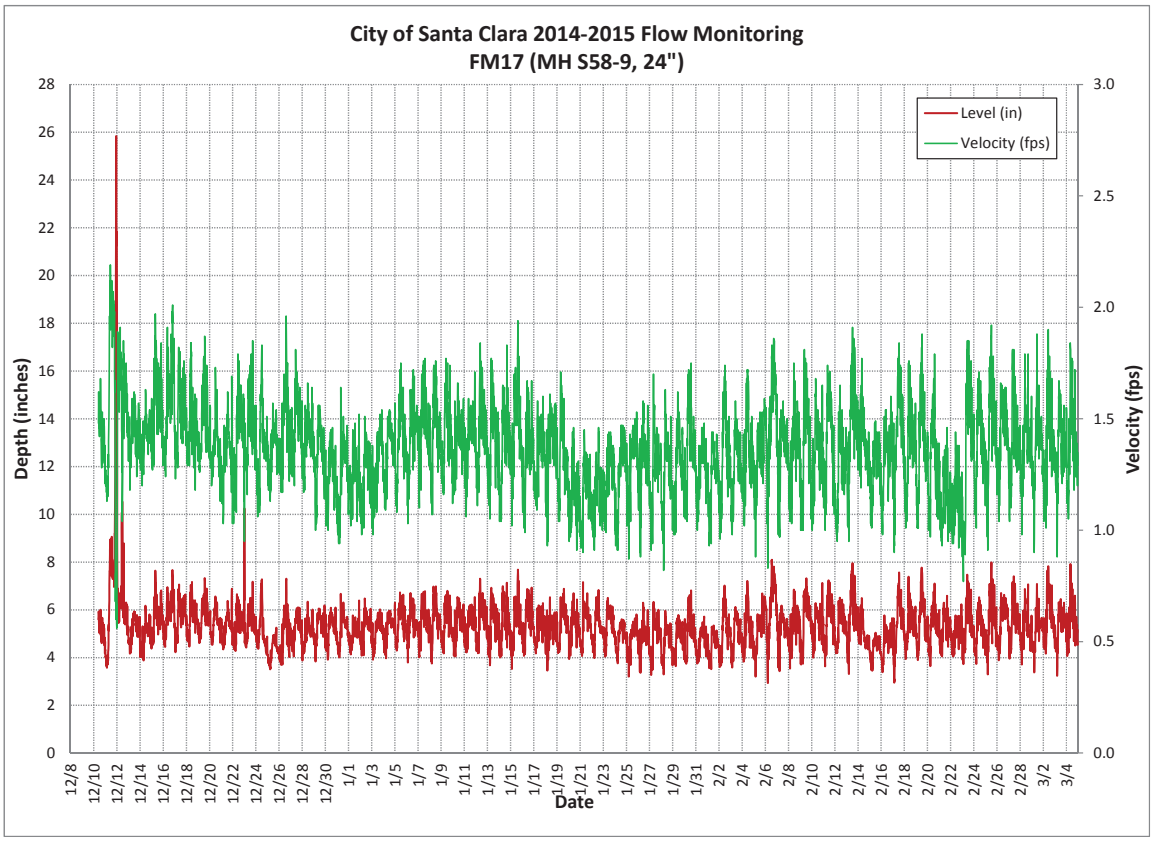
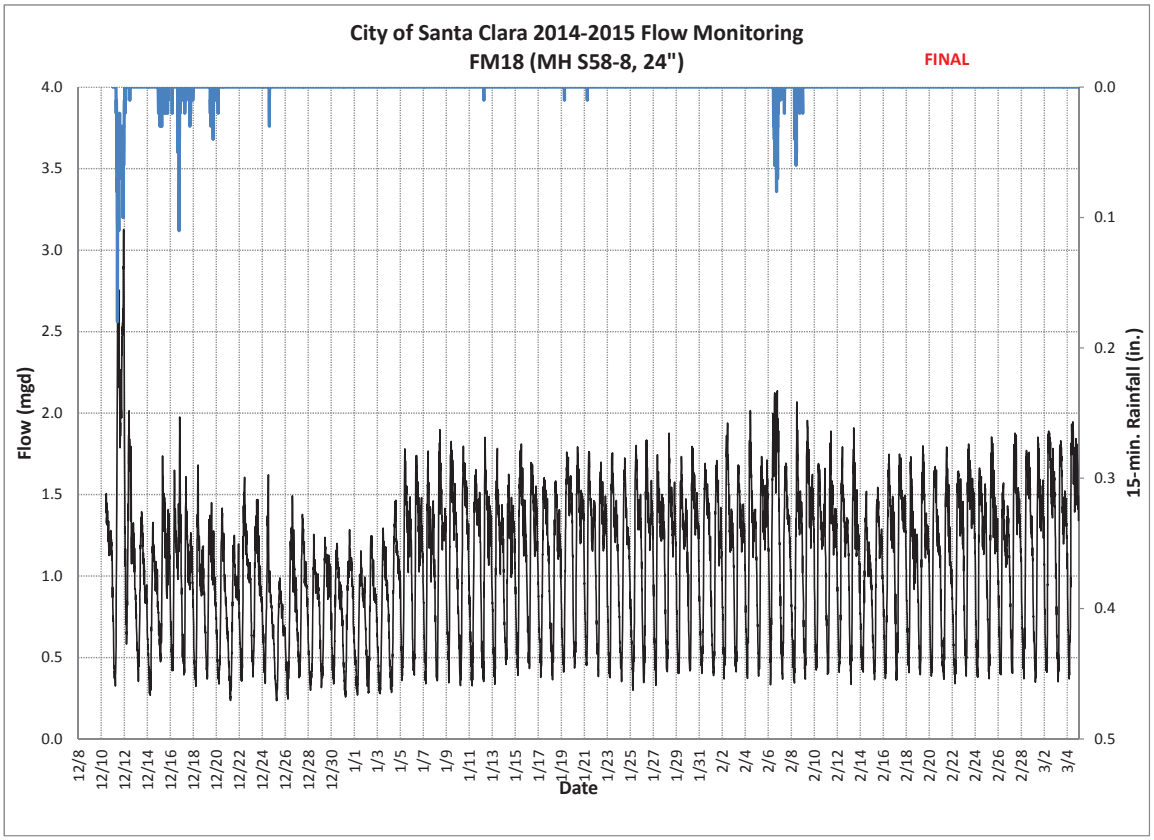
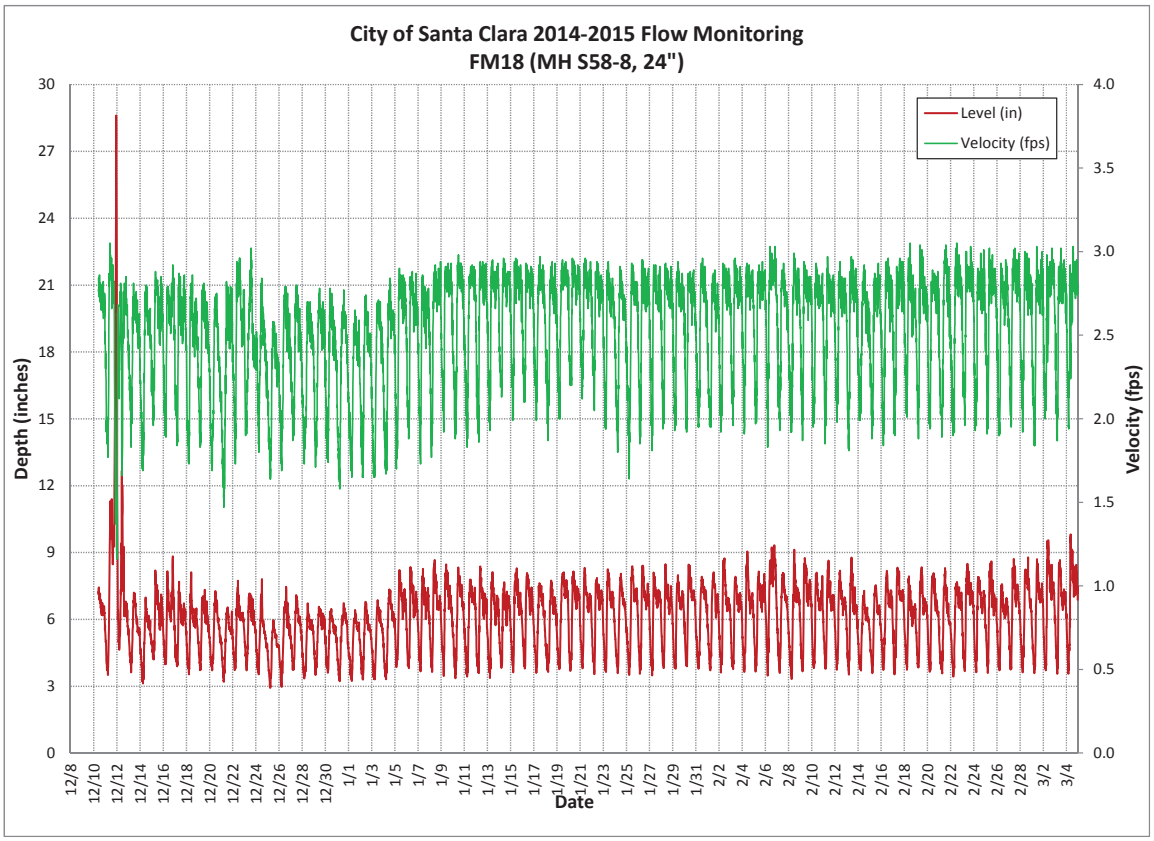
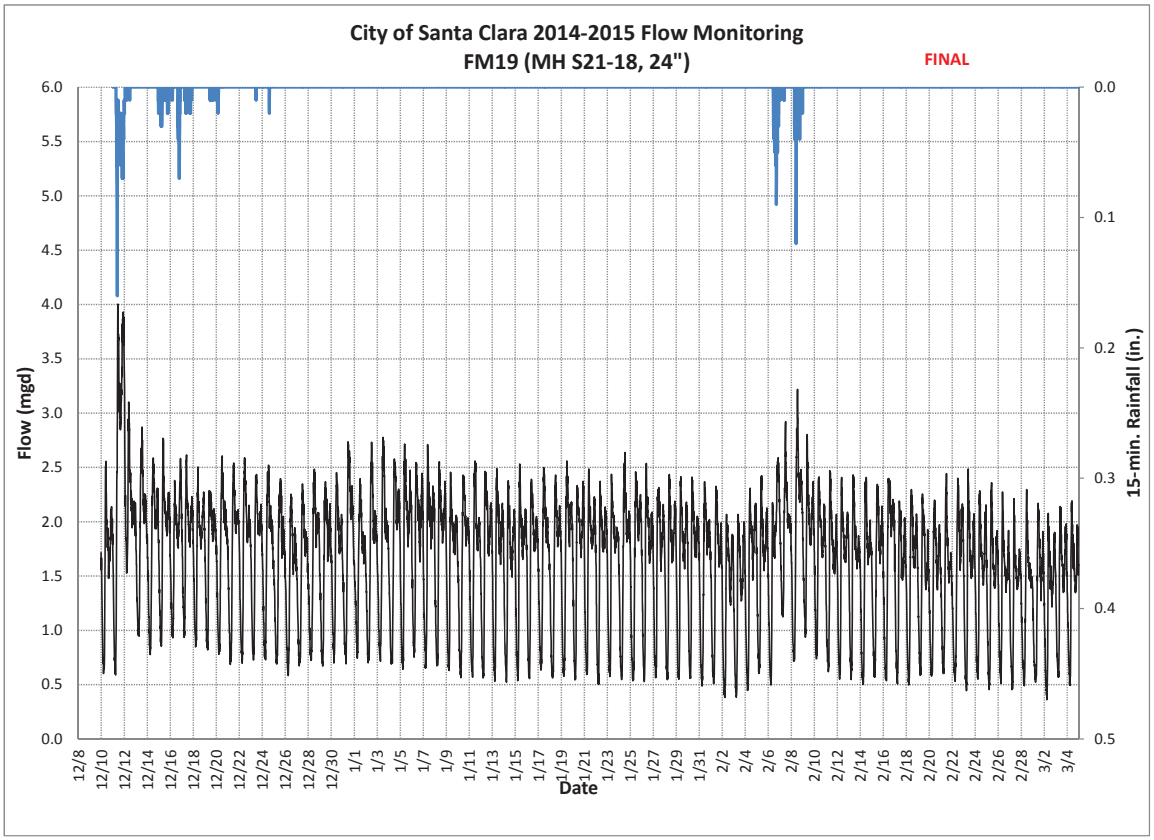
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
2/8
2/10
2/12
2/14
2/16
2/18
2/20
2/22
2/24
2/26
2/28
3/2
3/4

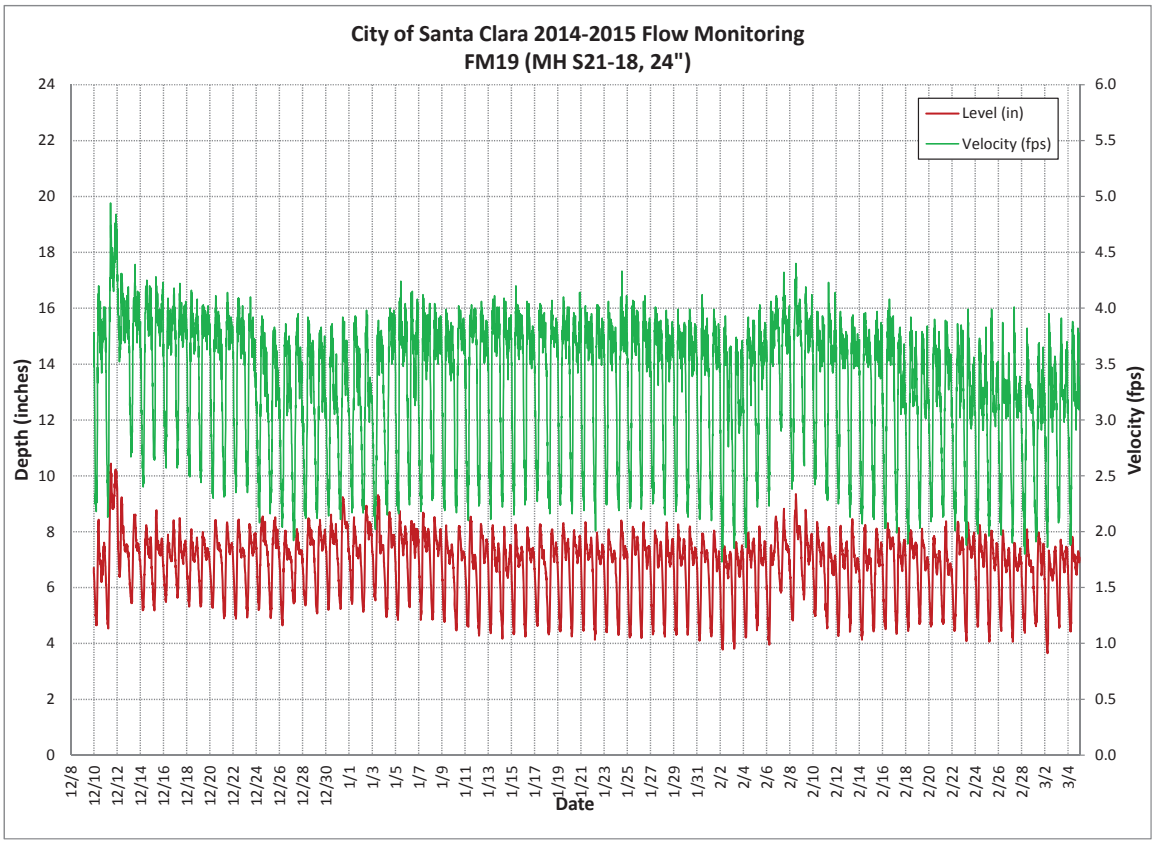

City of Santa Clara 2014-2015 Flow Monitoring
FM17 (MH S58-9, 24")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

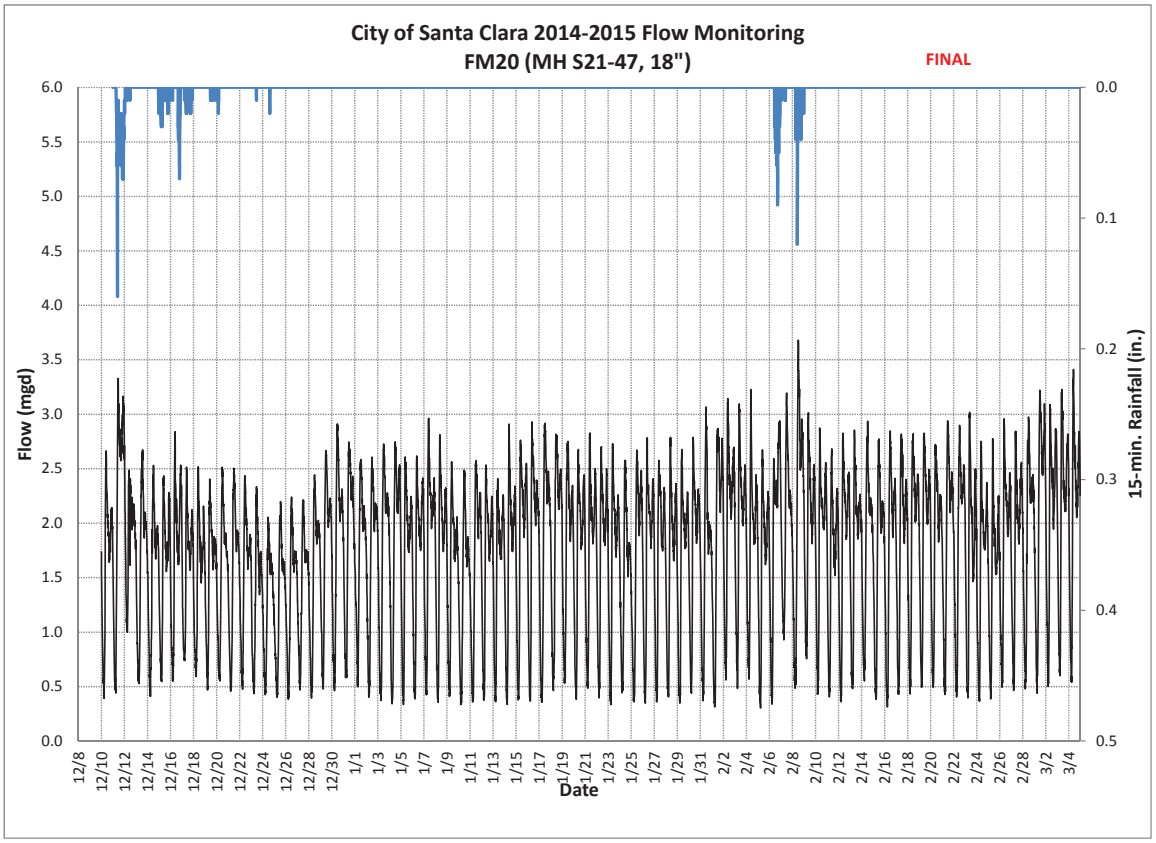

City of Santa Clara 2014-2015 Flow Monitoring
FM17 (MH S58-9, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date

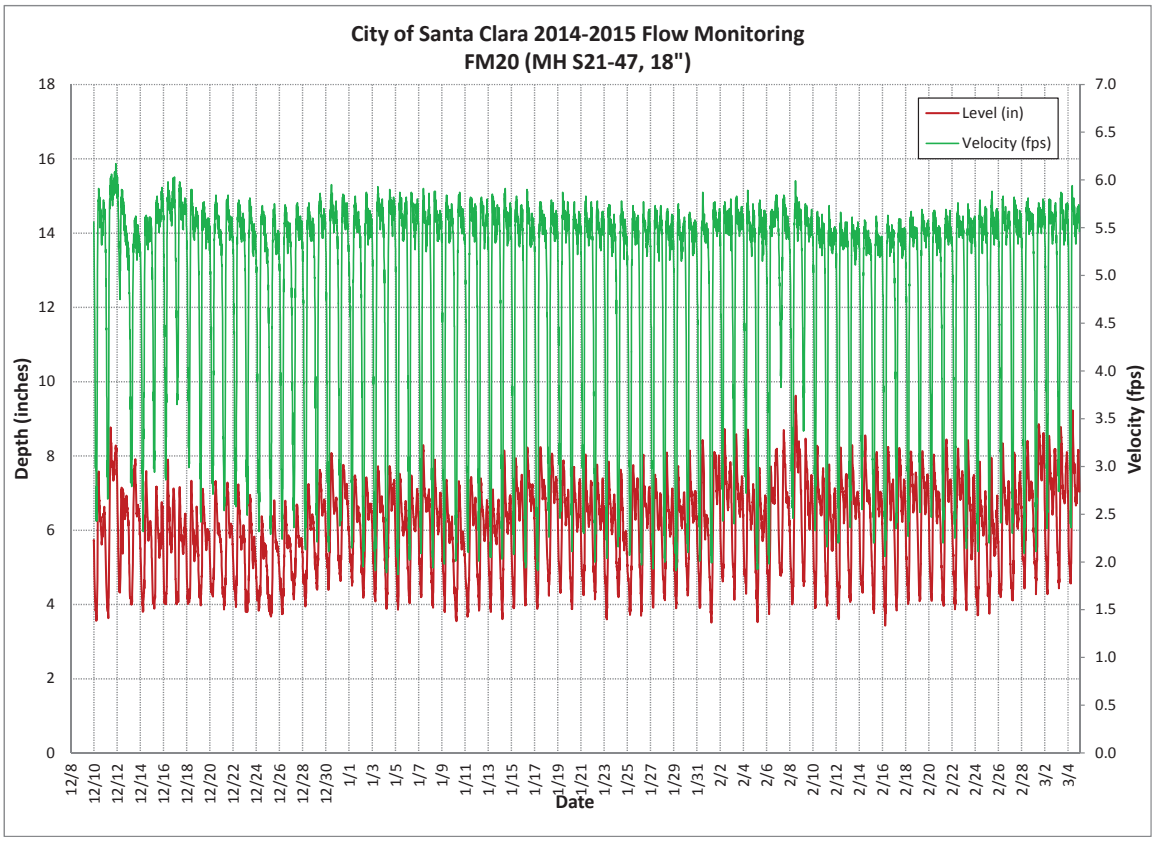

City of Santa Clara 2014-2015 Flow Monitoring
FM18 (MH S58-8, 24")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
0.0
0.1
0.2
0.3
0.4
0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
1/17
1/19
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
2/8
2/10
2/12
2/14
2/16
2/18
2/20
2/22
2/24
2/26
2/28
3/2
3/4

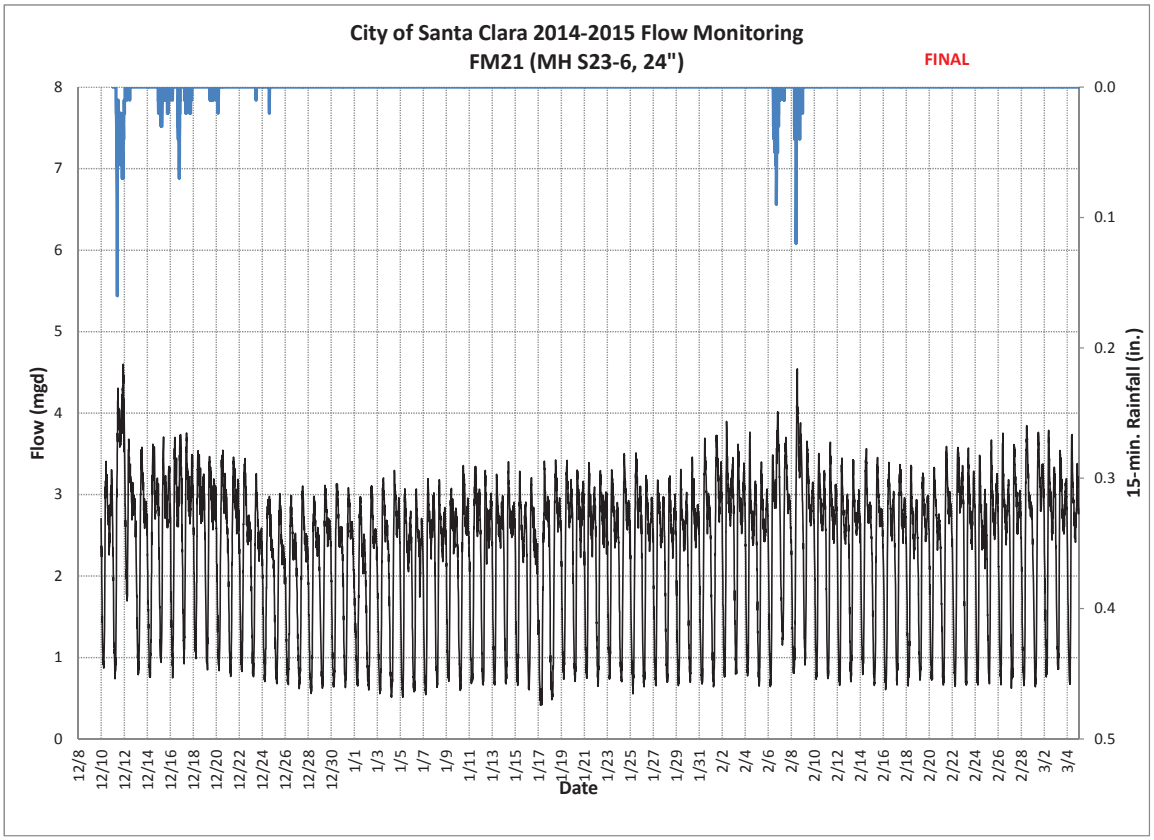

City of Santa Clara 2014-2015 Flow Monitoring
FM18 (MH S58-8, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date
30
27
24
21
18
15
12
9
6
3
0
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
1/17
1/19
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
2/8
2/10
2/12
2/14
2/16
2/18
2/20
2/22
2/24
2/26
2/28
3/2
3/4

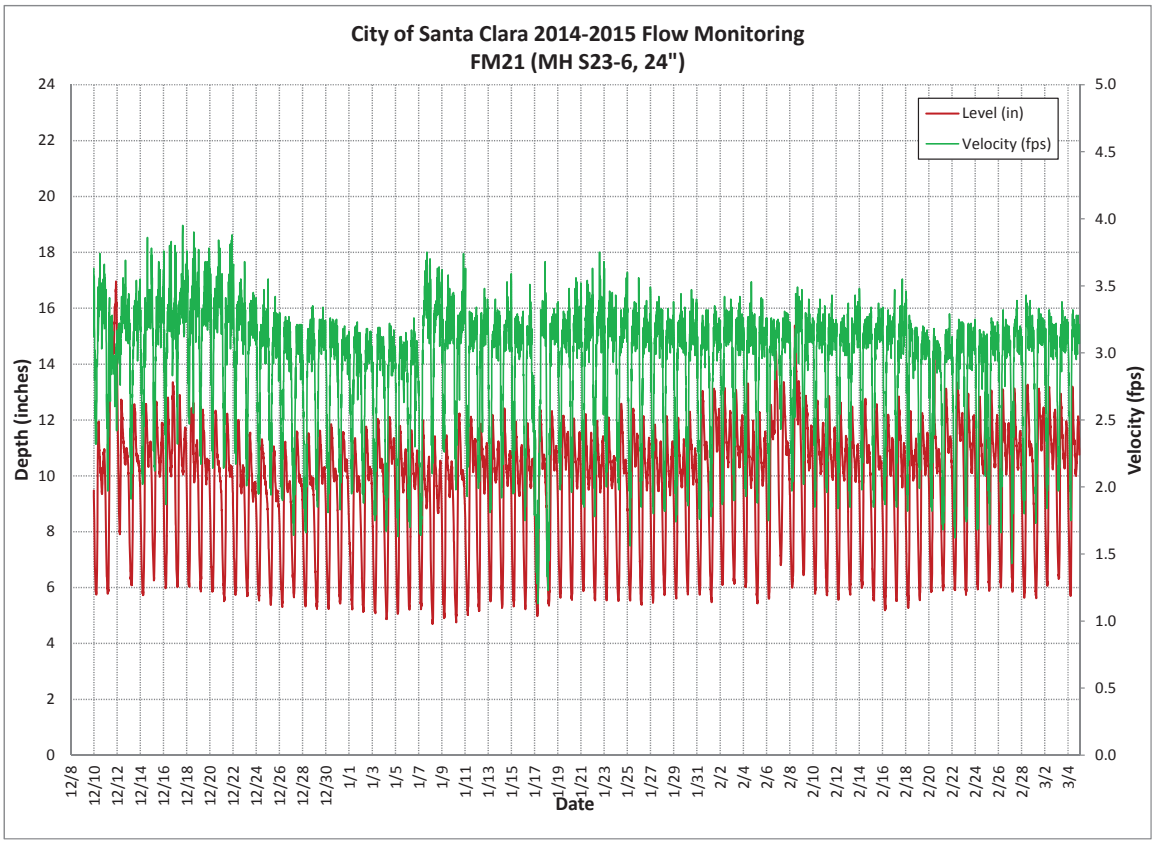

City of Santa Clara 2014-2015 Flow Monitoring
FM19 (MH S21-18, 24")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

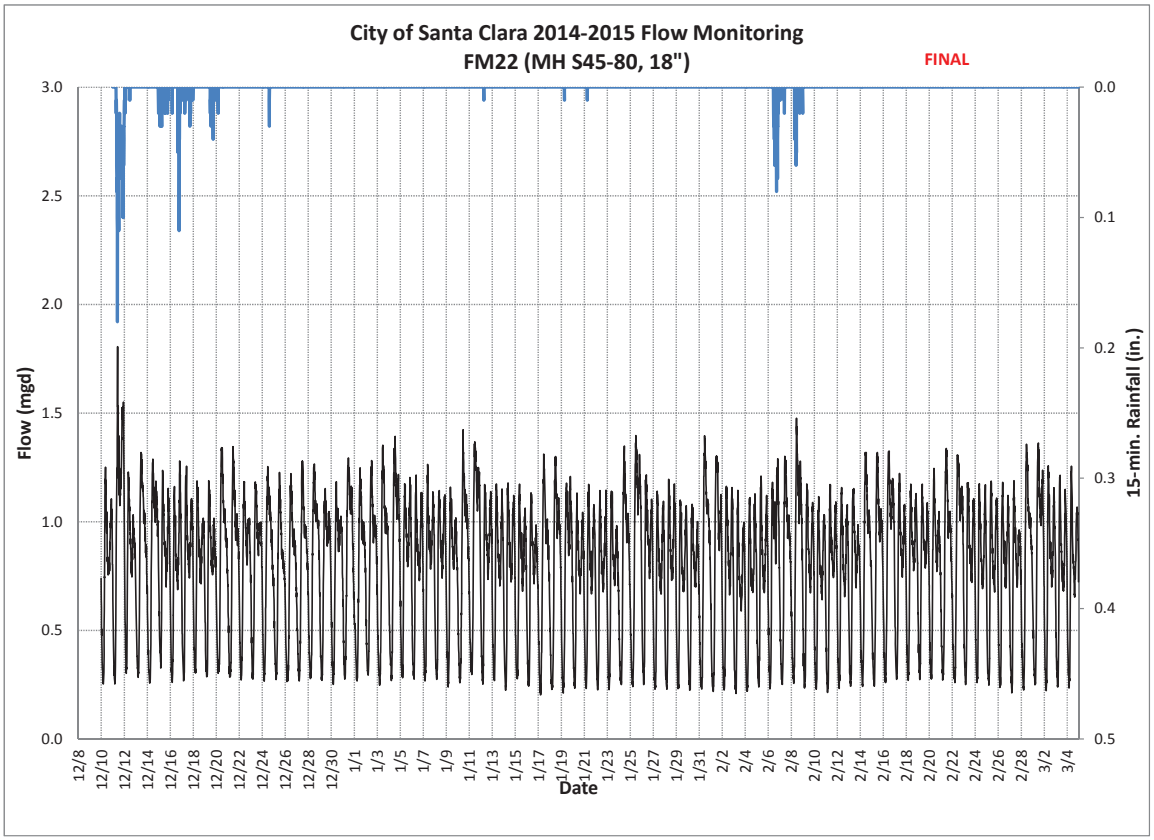

City of Santa Clara 2014-2015 Flow Monitoring
FM19 (MH S21-18, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM20 (MH S21-47, 18")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM20 (MH S21-47, 18")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM21 (MH S23-6, 24")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM21 (MH S23-6, 24")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
FM22 (MH S45-80, 18")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date
3.0
2.5
2.0
1.5
1.0
0.5
0.0
0.0
0.1
0.2
0.3
0.4
0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
1/17
1/19
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
2/8
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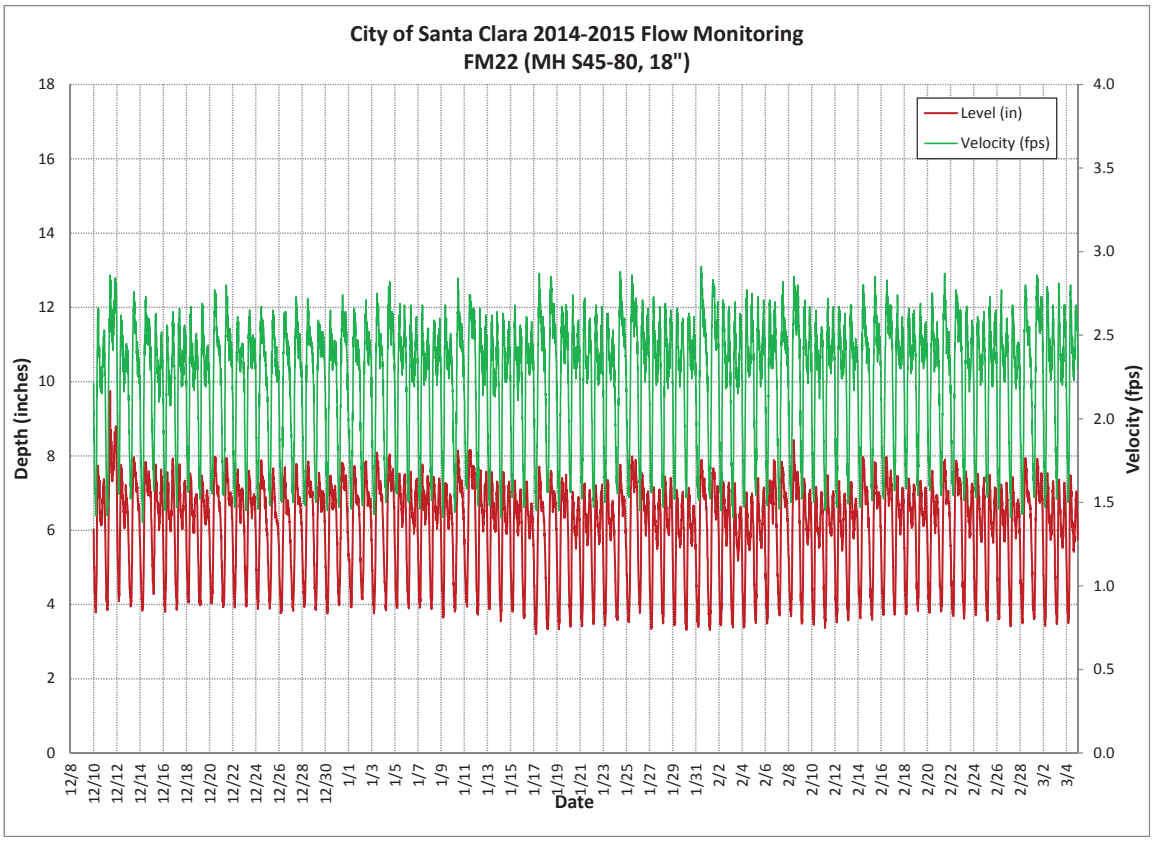
2/28
3/2
3/4


City of Santa Clara 2014-2015 Flow Monitoring
FM22 (MH S45-80, 18")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date
18
16
14
12
10
8
6
4
2
0
4.0
3.5
3.0
2.5
2.0
1.5
1.0
0.5
0.0
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
1/13
1/15
1/17
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1/25
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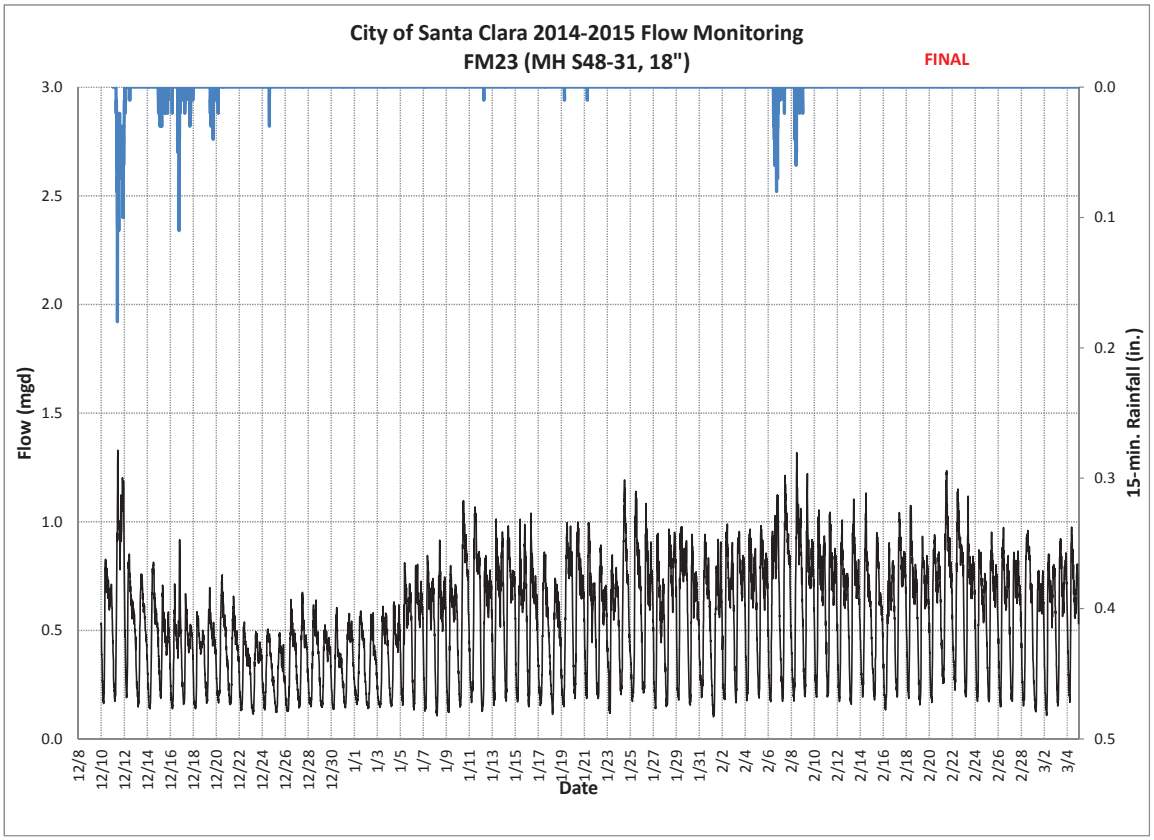
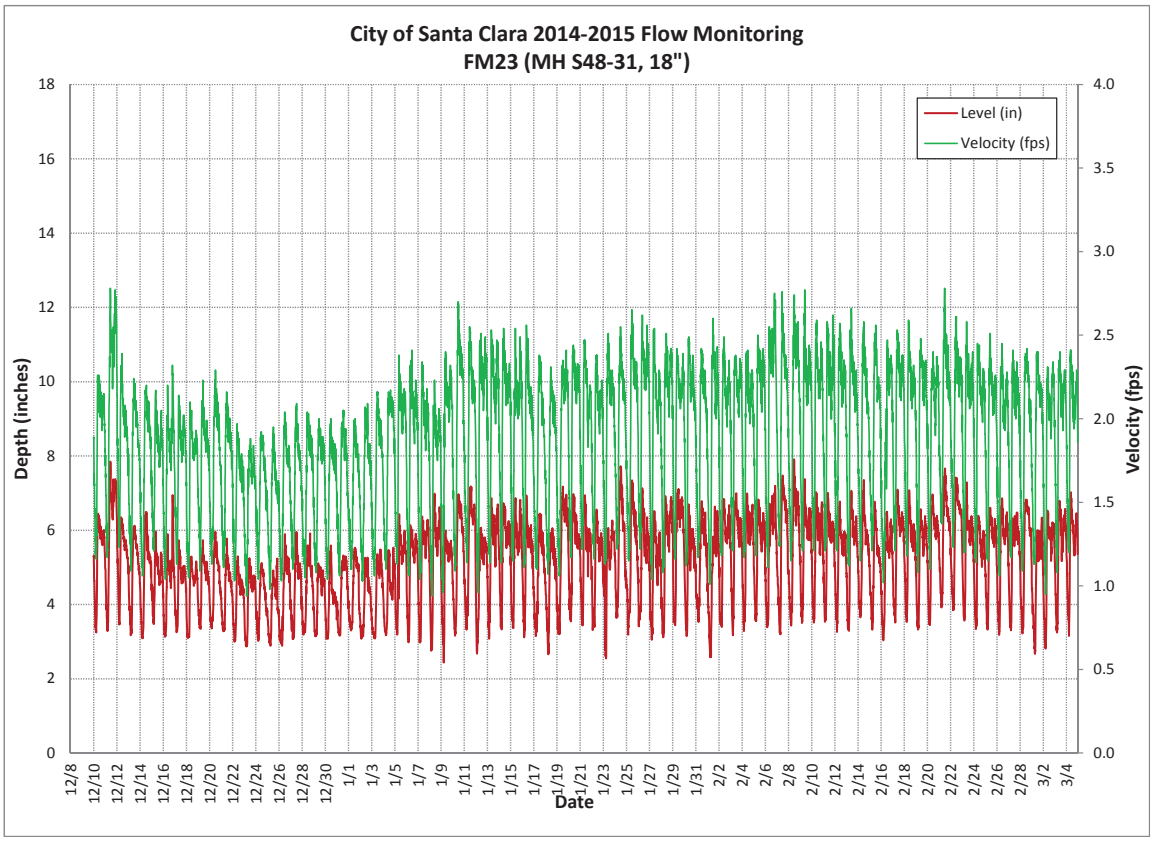
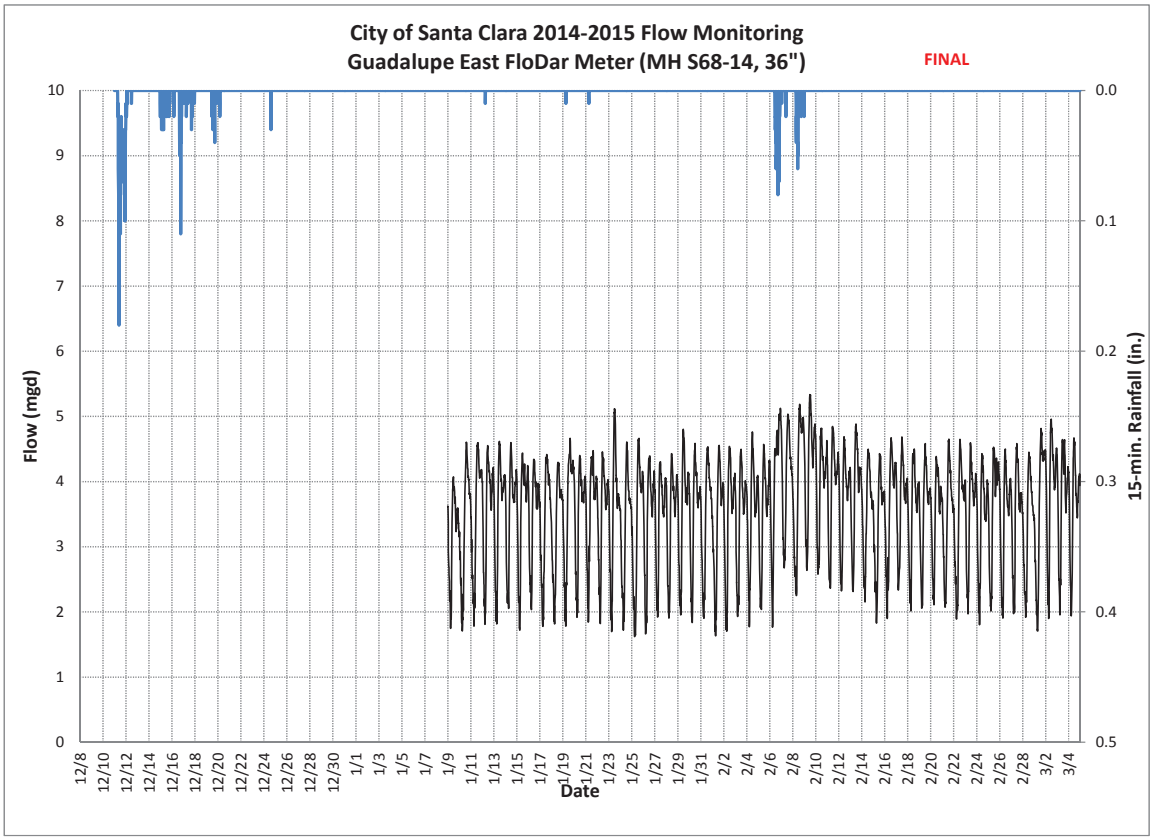
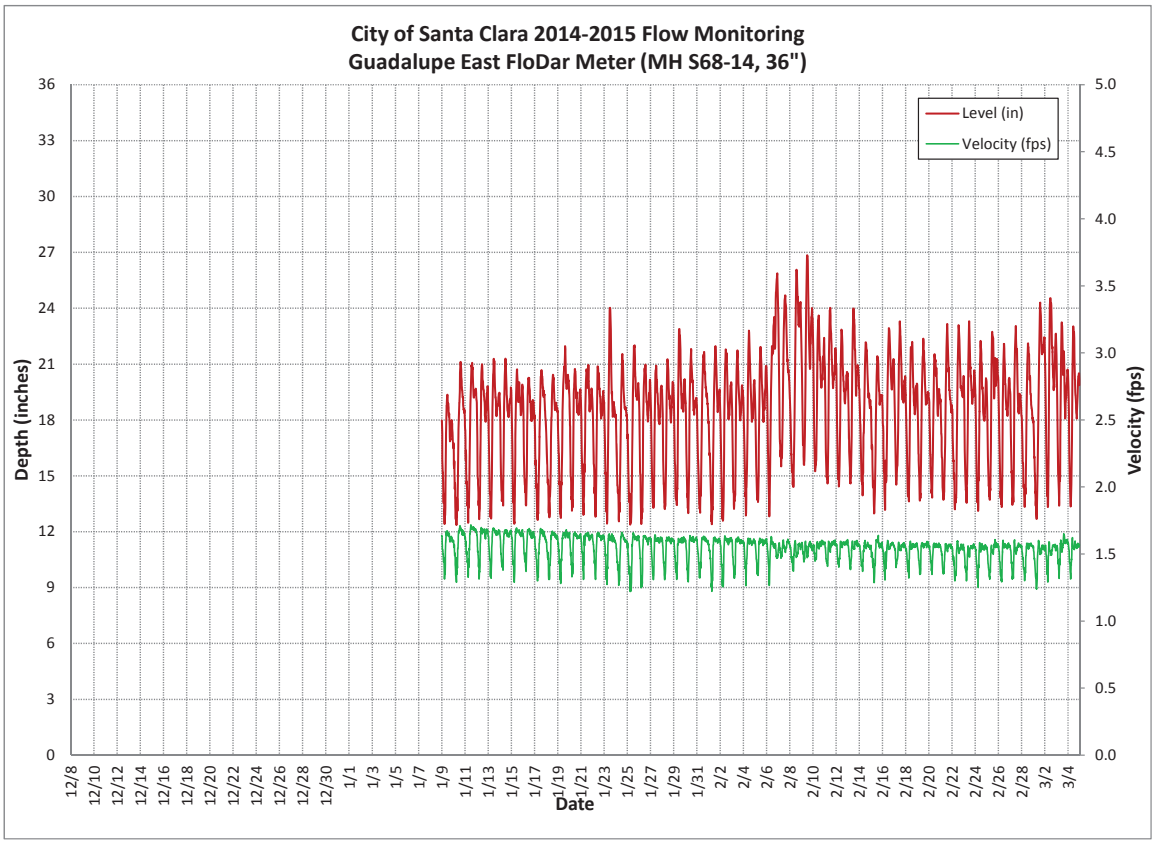
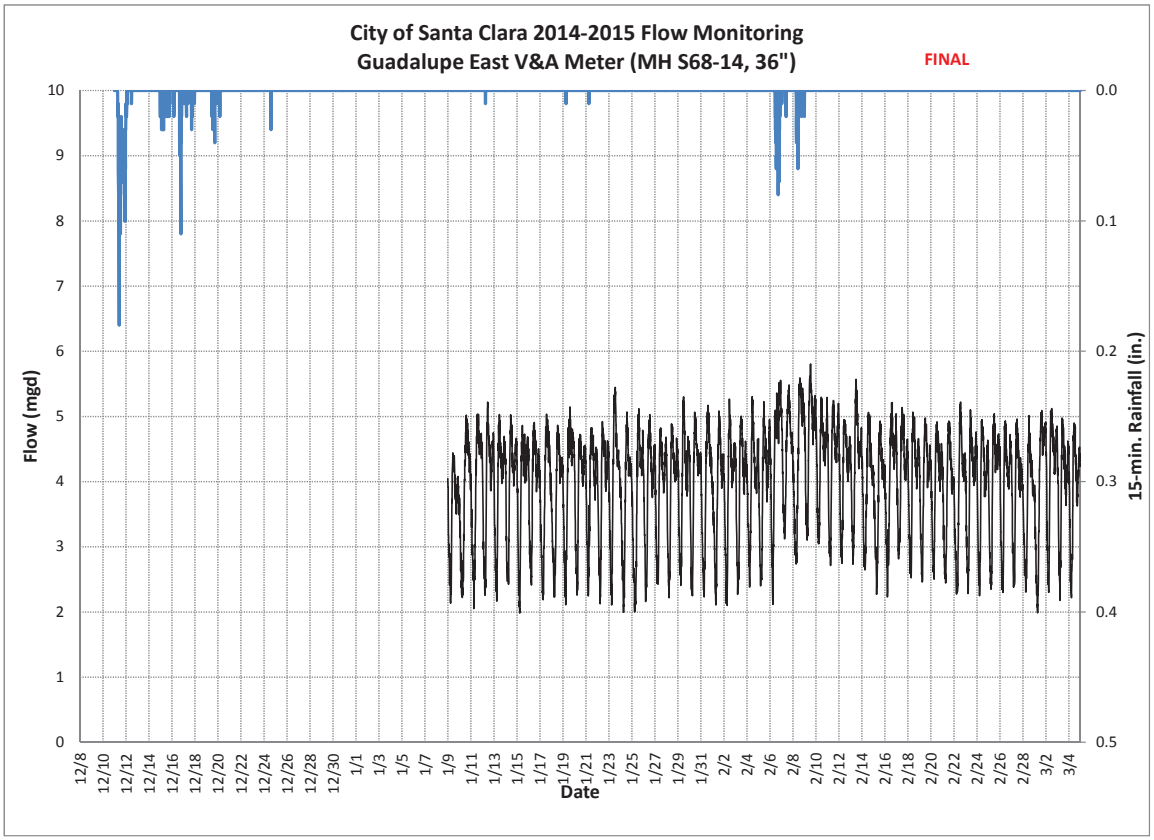
3/2
3/4

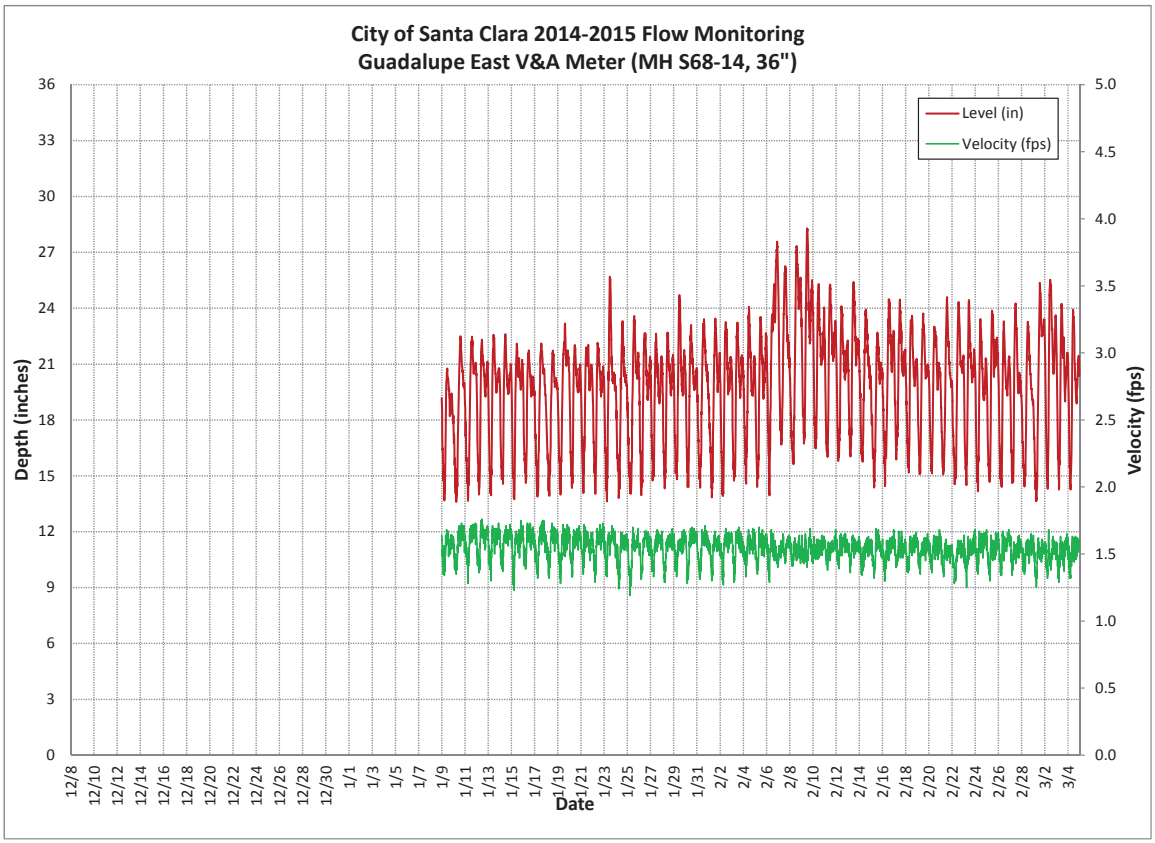

City of Santa Clara 2014-2015 Flow Monitoring
FM23 (MH S48-31, 18")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

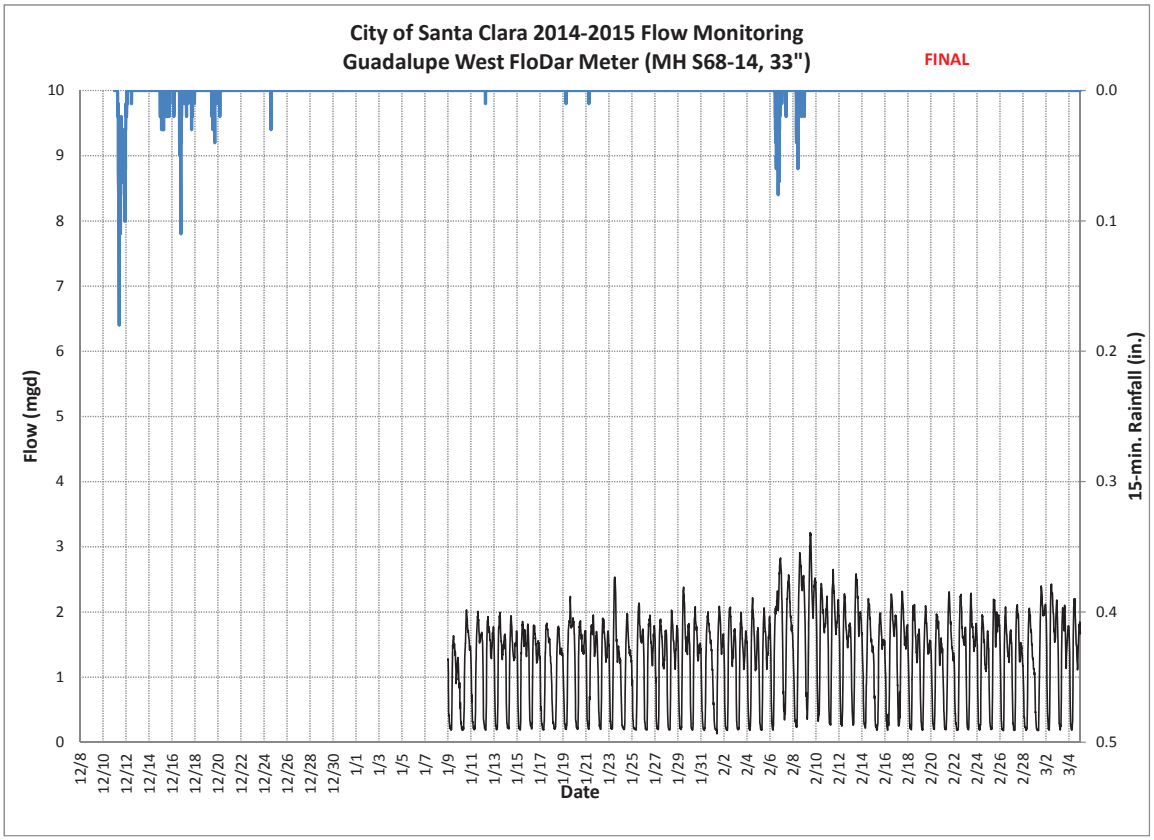

City of Santa Clara 2014-2015 Flow Monitoring
FM23 (MH S48-31, 18")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date

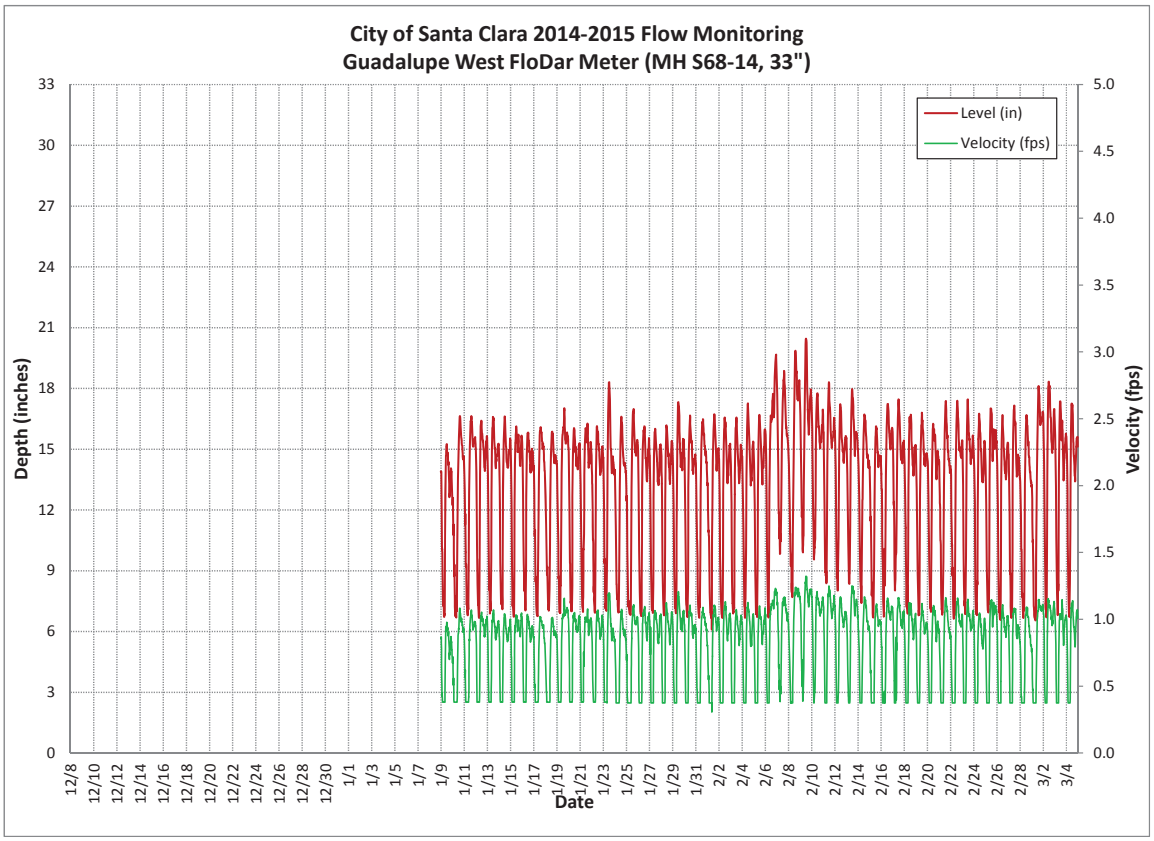

City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe East FloDar Meter (MH S68-14, 36")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

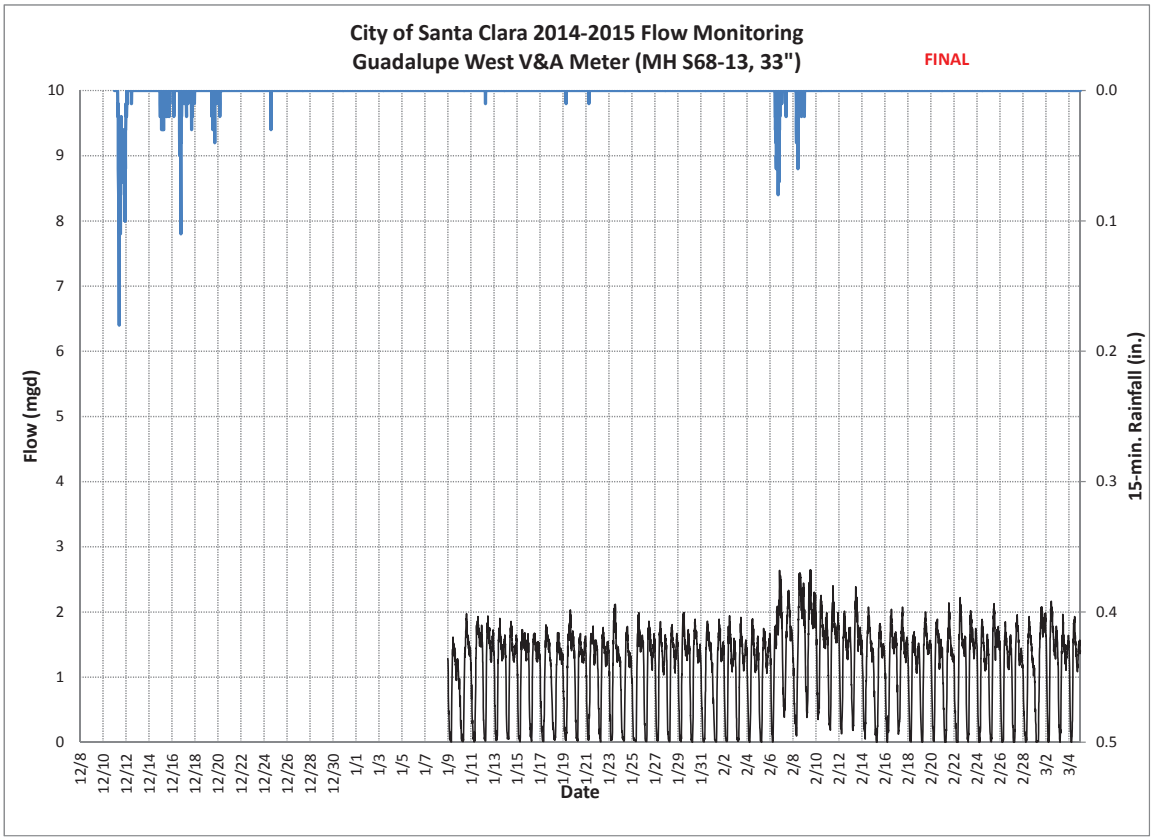

City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe East FloDar Meter (MH S68-14, 36")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date

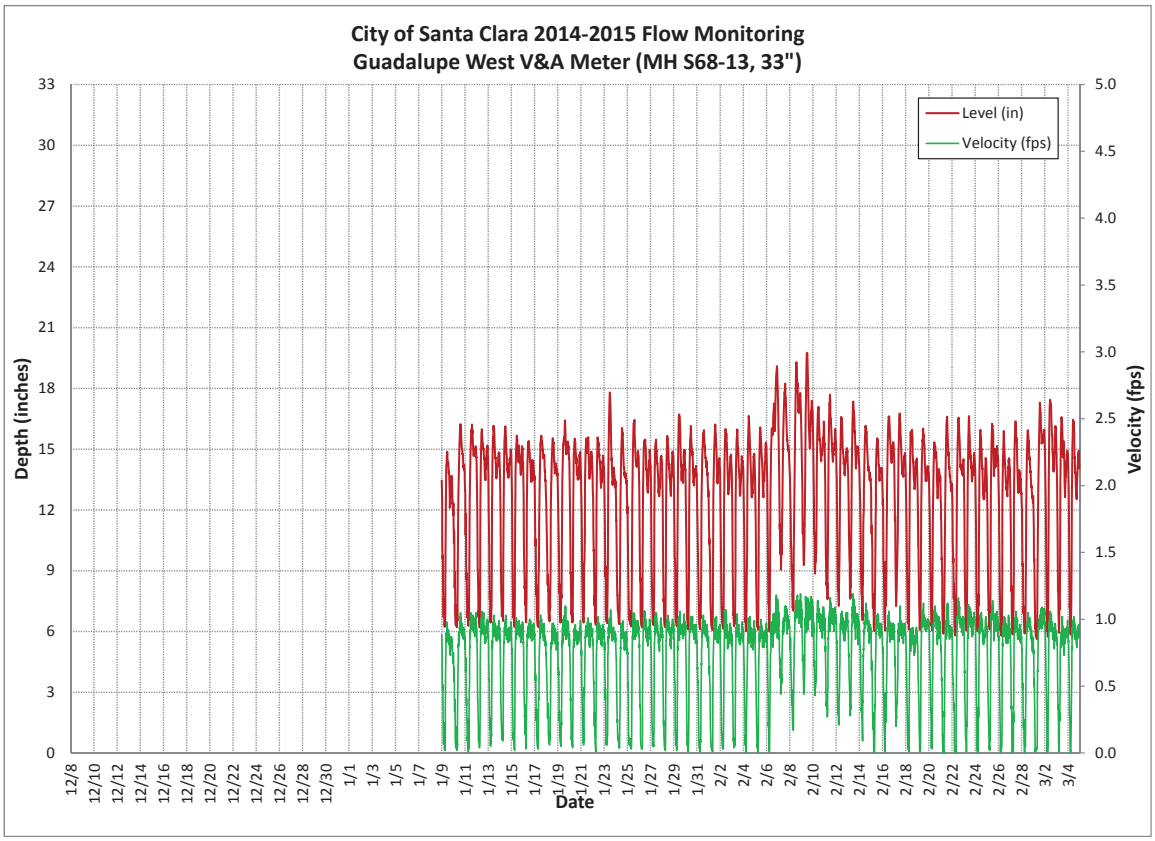

City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe East V&A Meter (MH S68-14, 36")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date

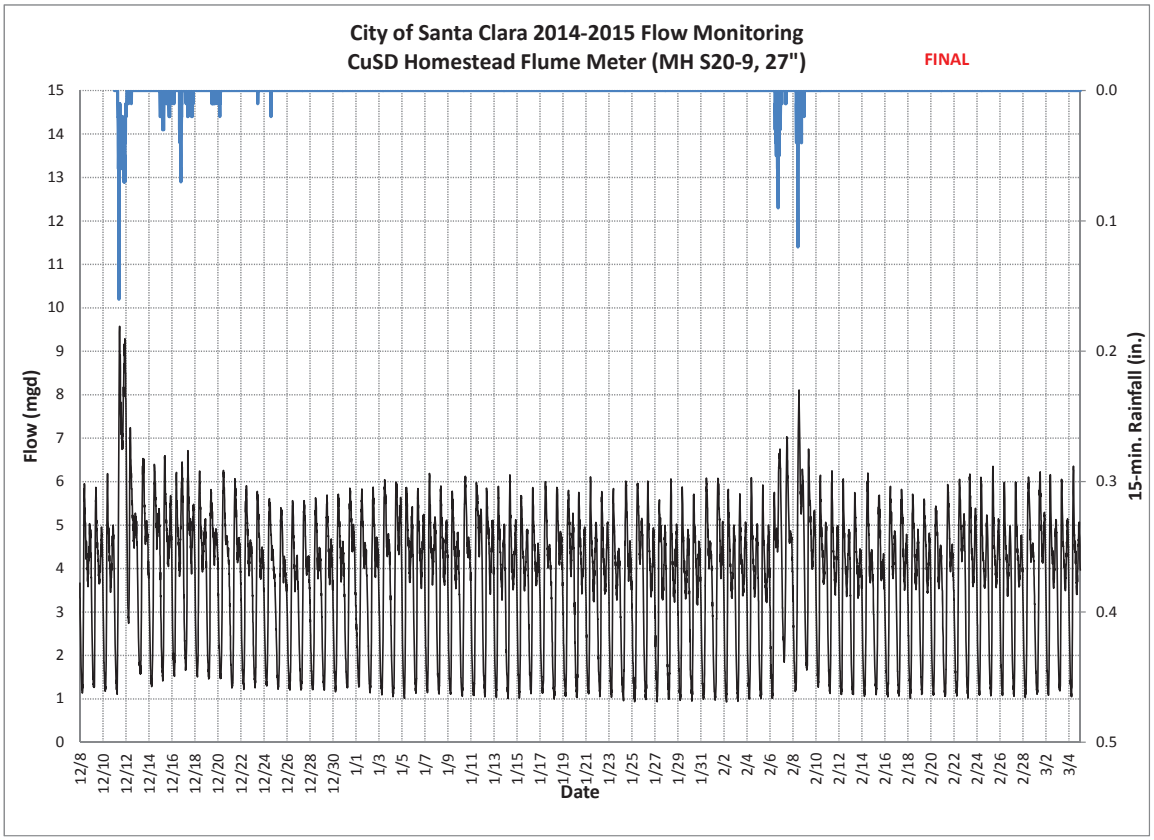

City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe East V&A Meter (MH S68-14, 36")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe West FloDar Meter (MH S68-14, 33")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe West FloDar Meter (MH S68-14, 33")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe West V&A Meter (MH S68-13, 33")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date


City of Santa Clara 2014-2015 Flow Monitoring
Guadalupe West V&A Meter (MH S68-13, 33")
Level (in)
Velocity (fps)
Depth (inches)
Velocity (fps)
Date


City of Santa Clara 2014-2015 Flow Monitoring
CuSD Homestead Flume Meter (MH S20-9, 27")
FINAL
Flow (mgd)
15-min. Rainfall (in.)
Date
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
0.0
0.1
0.2
0.3
0.4
0.5
12/8
12/10
12/12
12/14
12/16
12/18
12/20
12/22
12/24
12/26
12/28
12/30
1/1
1/3
1/5
1/7
1/9
1/11
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1/15
1/17
1/19
1/21
1/23
1/25
1/27
1/29
1/31
2/2
2/4
2/6
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2/12
2/14
2/16
2/18
2/20
2/22
2/24
2/26
2/28
3/2
3/4

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 1			Site 2			Site 3			Site 4		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14	3.32	4.77	1.61	3.59	5.16	1.54	2.78	4.60	1.04	0.05	0.15	0.01
11/23/14	3.36	5.16	1.23	3.62	5.27	1.58	2.80	4.59	1.07	0.12	0.60	0.01
11/24/14	3.48	5.21	1.54	3.69	5.11	1.48	2.83	4.62	1.05	0.03	0.07	0.01
11/25/14	3.39	4.92	1.31	3.68	5.25	1.58	2.73	4.78	1.00	0.03	0.10	0.02
11/26/14	3.38	5.06	1.43	3.70	5.18	1.54	2.77	4.55	1.01	0.05	0.18	0.01
11/27/14	3.16	4.71	1.30	3.48	5.29	1.61	2.77	4.98	1.08	0.19	0.86	0.02
11/28/14	2.75	4.07	1.09	3.35	5.11	1.58	2.69	4.63	1.25	0.04	0.13	0.01
11/29/14	3.07	4.66	1.14	3.60	5.18	1.70	3.03	5.07	1.39	0.07	0.16	0.02
11/30/14	3.22	5.02	1.08	3.71	5.80	1.51	3.19	5.71	1.14	0.06	0.34	0.02
12/1/14	3.57	5.16	1.34	3.85	5.47	1.68	3.14	5.06	1.21	0.10	0.86	0.01
12/2/14	4.04	6.07	1.76	4.32	6.39	1.99	3.72	5.75	1.47	0.06	0.21	0.02
12/3/14	4.74	6.80	2.86	5.31	6.93	4.09	4.79	6.94	3.27	0.07	0.23	0.01
12/4/14	4.41	6.08	2.24	4.35	5.95	2.50	3.58	5.32	1.61	0.07	0.21	0.02
12/5/14	4.15	6.81	2.10	4.09	6.07	2.15	3.37	5.38	1.51	0.11	0.42	0.02
12/6/14	3.60	5.15	1.62	3.89	5.67	1.92	3.26	4.96	1.39	0.05	0.13	0.01
12/7/14	3.51	5.07	1.52	3.80	5.30	1.86	3.14	4.80	1.33	0.03	0.08	0.01
12/8/14	3.90	6.13	1.68	3.95	5.86	1.77	3.16	4.79	1.18	0.03	0.09	0.02
12/9/14	3.87	5.44	1.84	3.96	5.60	1.91	3.12	4.76	1.34	0.04	0.11	0.01
12/10/14	3.86	5.22	1.69	3.99	5.71	1.91	3.08	4.71	1.26	0.05	0.12	0.02
12/11/14	5.16	7.95	1.73	5.55	8.36	1.95	5.16	9.24	1.25	0.06	0.23	0.02
12/12/14	6.00	7.87	4.51	6.02	8.17	4.25	4.94	8.06	3.08	0.05	0.14	0.01
12/13/14	4.69	6.89	2.88	4.95	6.60	3.02	3.82	5.55	2.00	0.06	0.14	0.01
12/14/14	4.26	5.94	2.48	4.62	6.56	2.55	3.71	5.62	1.76	0.05	0.13	0.01
12/15/14	4.80	6.20	2.60	4.90	6.59	2.74	3.99	5.90	2.02	0.05	0.16	0.01
12/16/14	4.83	6.35	2.81	4.94	6.59	2.88	3.94	5.72	1.88	0.06	0.15	0.02
12/17/14	4.86	6.10	3.16	5.00	6.81	2.91	3.95	5.60	2.15	0.06	0.14	0.02
12/18/14	4.74	6.15	3.07	4.80	6.45	2.69	3.76	5.35	1.89	0.05	0.13	0.01
12/19/14	4.81	6.80	2.58	4.48	5.92	2.21	3.61	5.13	1.85	0.05	0.14	0.02
12/20/14	4.82	6.80	2.69	4.25	5.85	2.10	3.53	5.18	1.80	0.14	0.64	0.02
12/21/14	4.25	5.58	2.27	4.15	6.05	1.97	3.36	5.36	1.68	0.04	0.14	0.01
12/22/14	4.38	5.88	2.21	4.24	6.07	2.03	3.29	4.89	1.63	0.06	0.20	0.02
12/23/14	4.27	5.80	2.20	4.18	5.86	2.04	3.20	4.65	1.60	0.07	0.26	0.02
12/24/14	4.23	5.89	2.25	4.02	5.70	2.00	3.12	4.79	1.53	0.06	0.20	0.02
12/25/14	3.83	5.19	2.10	3.72	5.38	1.76	2.95	4.54	1.47	0.04	0.13	0.02
12/26/14	3.93	5.71	1.92	3.75	5.66	1.78	2.96	4.53	1.45	0.07	0.23	0.03
12/27/14	4.06	5.86	1.89	3.76	6.06	1.82	2.97	4.59	1.43	0.07	0.19	0.02
12/28/14	4.38	6.46	2.15	3.74	5.50	1.78	2.94	4.41	1.36	0.19	0.86	0.02
12/29/14	4.58	6.37	2.25	3.84	5.48	1.86	3.02	4.61	1.32	0.07	0.24	0.03
12/30/14	4.58	6.24	2.33	3.80	5.52	1.71	3.05	4.58	1.38	0.12	0.42	0.03
12/31/14	4.58	6.41	2.30	3.82	5.54	1.66	3.08	4.70	1.36	0.04	0.11	0.01
1/1/15	4.04	6.01	2.06	3.70	5.52	1.71	2.86	4.45	1.32	0.04	0.11	0.02
1/2/15	4.25	5.92	2.04	3.79	5.51	1.77	2.98	4.86	1.33	0.05	0.21	0.02
1/3/15	4.29	6.46	1.99	3.78	5.73	1.68	3.05	4.72	1.18	0.04	0.14	0.02
1/4/15	4.38	5.99	2.11	3.87	5.68	1.61	3.18	5.08	1.25	0.04	0.10	0.02
1/5/15	4.87	6.55	1.97	3.99	5.76	1.61	3.22	4.71	1.26	0.05	0.12	0.02
1/6/15	4.79	6.72	2.33	4.02	5.60	1.69	3.16	4.66	1.31	0.04	0.18	0.01
1/7/15	4.76	6.33	2.29	4.05	5.87	1.67	3.08	4.76	1.26	0.12	0.49	0.02
1/8/15	4.70	6.37	2.34	4.12	5.84	1.83	3.07	4.75	1.24	0.05	0.12	0.02
1/9/15	4.49	6.30	2.26	3.98	5.75	1.71	3.09	4.73	1.34	0.05	0.13	0.01
1/10/15	4.00	6.42	2.22	3.90	5.89	1.69	3.01	4.85	1.22	0.05	0.15	0.02
1/11/15	3.74	5.32	1.77	4.09	5.97	1.66	3.07	4.77	1.24	0.03	0.09	0.01
1/12/15	4.18	5.65	1.96	4.18	5.95	1.79	3.02	4.47	1.23	0.04	0.10	0.02
1/13/15	4.14	5.56	2.13	4.18	5.81	1.74	3.12	4.95	1.24	0.04	0.07	0.01
1/14/15	4.21	5.64	2.00	4.21	6.19	1.85	3.01	4.82	1.22	0.04	0.07	0.01
1/15/15	4.21	5.87	2.07	4.19	5.80	1.81	3.01	4.56	1.32	0.04	0.07	0.02
1/16/15	4.06	5.64	2.09	4.14	5.96	1.80	3.00	4.56	1.27	0.06	0.13	0.01

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 1			Site 2			Site 3			Site 4		
Date	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**
1/17/15	3.74	5.18	1.67	3.97	5.81	1.81	2.95	4.60	1.19	0.05	0.12	0.01
1/18/15	3.66	5.24	1.56	3.97	5.87	1.62	2.91	4.56	1.18	0.03	0.07	0.01
1/19/15	4.07	5.62	1.75	4.16	6.58	1.84	3.12	4.75	1.31	0.04	0.07	0.01
1/20/15	4.34	6.76	1.94	4.07	5.67	1.69	2.98	4.64	1.17			
1/21/15	3.96	5.74	1.89	4.07	5.97	1.72	3.03	4.65	1.24			
1/22/15	4.03	5.41	1.72	4.08	5.91	1.76	2.93	4.40	1.25			
1/23/15	3.99	5.74	1.91	4.02	5.94	1.69	2.94	4.47	1.26			
1/24/15	3.71	5.93	1.78	3.81	5.98	1.60	2.94	4.59	1.19			
1/25/15	3.64	5.52	1.59	3.82	5.66	1.56	3.01	4.57	1.15			
1/26/15	3.89	5.88	1.50	3.92	5.67	1.56	3.09	4.65	1.14			
1/27/15	3.92	5.57	1.75	3.93	5.58	1.70	3.10	4.69	1.30			
1/28/15	3.96	5.40	2.00	3.95	6.09	1.61	3.08	4.76	1.20			
1/29/15	3.94	5.78	1.99	3.93	5.86	1.52	3.09	4.79	1.20			
1/30/15	3.86	5.37	1.75	3.93	6.02	1.65	3.11	4.78	1.30			
1/31/15	3.66	5.23	1.71	3.71	5.47	1.47	3.12	4.90	1.31			
2/1/15	3.55	5.00	1.52	3.73	5.96	1.55	3.13	4.89	1.27			
2/2/15	3.77	5.19	1.64	3.78	5.78	1.46	3.18	4.86	1.35			
2/3/15	3.98	5.53	1.81	3.77	5.83	1.37	3.15	4.86	1.28			
2/4/15	3.92	5.55	1.88	3.88	5.90	1.60	3.10	5.14	1.33			
2/5/15	3.97	5.60	2.04	3.94	5.49	1.71	3.20	4.79	1.28			
2/6/15	4.28	5.93	1.99	4.50	6.52	1.69	3.69	6.01	1.31			
2/7/15	4.12	6.31	2.02	4.58	6.13	2.57	3.81	5.65	1.93			
2/8/15	4.21	6.36	2.03	4.68	7.02	2.09	3.88	6.45	1.51			
2/9/15	4.40	6.60	2.09	4.83	7.04	2.79	3.73	5.78	1.73			
2/10/15	4.37	5.87	2.42	4.39	6.24	2.10	3.41	5.03	1.56			
2/11/15	4.26	5.67	2.18	4.12	6.22	1.93	3.31	4.93	1.38			
2/12/15	4.17	5.69	2.17	4.01	5.94	1.75	3.29	4.93	1.43			
2/13/15	4.11	5.56	2.12	3.97	5.93	1.74	3.26	4.94	1.50			
2/14/15	3.77	5.69	2.05	3.75	5.51	1.57	3.24	5.05	1.54			
2/15/15	3.58	5.15	1.77	3.56	5.20	1.64	3.07	4.83	1.38			
2/16/15	3.84	5.55	1.76	3.64	5.27	1.56	3.19	4.91	1.31			
2/17/15	4.03	5.58	1.91	3.77	5.32	1.56	3.20	4.89	1.30			
2/18/15	4.01	5.75	2.00	3.89	5.40	1.60	3.20	4.75	1.40			
2/19/15	4.06	5.43	2.14	3.92	5.68	1.78	3.22	4.71	1.45	0.03	0.14	0.00
2/20/15	4.03	5.79	1.91	3.70	5.66	1.66	3.20	4.79	1.43	0.04	0.17	0.01
2/21/15	3.99	5.59	1.90	3.66	5.75	1.62	3.16	4.75	1.38	0.18	0.94	0.00
2/22/15	3.72	5.13	1.71	3.74	5.71	1.67	3.19	4.87	1.42	0.04	0.16	0.00
2/23/15	3.98	6.04	1.78	3.86	5.87	1.59	3.23	4.90	1.32	0.03	0.19	0.00
2/24/15	4.06	5.86	1.86	3.75	5.72	1.59	3.12	4.67	1.34	0.03	0.15	0.00
2/25/15	4.07	6.08	1.99	3.65	5.61	1.58	3.20	4.88	1.23	0.03	0.16	0.00
2/26/15	3.96	5.88	1.86	3.55	5.35	1.61	3.29	5.01	1.41	0.02	0.09	0.00
2/27/15	3.90	5.38	1.83	3.44	5.12	1.43	3.24	4.93	1.40	0.04	0.29	0.00
2/28/15	3.86	5.92	1.72	3.57	5.26	1.41	3.17	4.88	1.28	0.11	0.39	0.01
3/1/15	3.36	5.99	1.69	3.89	5.99	1.57	3.16	4.76	1.25	0.03	0.14	0.00
3/2/15	3.37	4.89	1.30	4.01	6.20	1.56	3.17	5.00	1.32	0.04	0.24	0.00
3/3/15	3.70	5.26	1.50	3.86	5.59	1.59	3.18	4.77	1.41	0.04	0.12	0.01
3/4/15	3.89	5.35	1.79	3.83	5.75	1.51	3.25	4.81	1.38	0.04	0.10	0.01

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 5			Site 6			Site 7			Site 8		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14												
11/23/14												
11/24/14												
11/25/14												
11/26/14												
11/27/14												
11/28/14												
11/29/14												
11/30/14												
12/1/14												
12/2/14												
12/3/14												
12/4/14												
12/5/14												
12/6/14												
12/7/14												
12/8/14												
12/9/14												
12/10/14	3.71	5.84	1.50	2.52	4.02	1.07	0.87	1.62	0.29			
12/11/14	6.08	10.32	1.32	3.91	6.37	1.03	1.09	1.72	0.29	2.87	4.78	1.16
12/12/14	6.28	9.52	4.29	3.93	5.88	2.47	1.06	1.74	0.60	3.50	4.80	2.83
12/13/14	4.84	6.80	2.64	3.18	4.70	1.69	1.00	1.65	0.42	2.62	3.17	2.02
12/14/14	4.48	6.60	2.16	2.96	4.47	1.33	0.99	1.55	0.36	2.33	2.97	1.71
12/15/14	4.91	6.65	2.48	3.18	4.63	1.42	0.98	1.66	0.41	2.64	3.19	1.81
12/16/14	5.02	7.46	2.48	2.96	4.30	1.59	0.96	1.62	0.38	2.73	3.42	1.90
12/17/14	5.06	7.06	2.67	2.91	4.40	1.54	0.97	1.65	0.42	2.81	3.40	2.04
12/18/14	4.61	6.43	2.35	2.85	4.18	1.35	0.95	1.53	0.43	2.74	3.40	1.92
12/19/14	4.55	6.17	2.26	2.95	4.00	1.47	0.92	1.52	0.38	2.65	3.24	1.91
12/20/14	4.50	6.57	2.37	2.67	4.27	1.29	0.94	1.51	0.39	2.44	3.07	1.80
12/21/14	4.29	6.35	2.09	2.54	3.94	1.12	0.96	1.48	0.41	2.27	2.91	1.51
12/22/14	4.22	6.22	2.14	2.59	3.81	1.17	0.93	1.48	0.39	2.42	3.15	1.49
12/23/14	4.10	5.86	1.95	2.57	3.85	1.13	0.90	1.57	0.36	2.35	3.10	1.58
12/24/14	3.86	5.89	1.88	2.59	3.86	1.19	0.86	1.33	0.34	2.36	3.35	1.44
12/25/14	3.53	5.59	1.65	2.39	3.60	1.11	0.81	1.29	0.34	2.15	2.90	1.43
12/26/14	3.66	5.65	1.68	2.46	3.71	1.16	0.79	1.30	0.31	2.24	3.04	1.29
12/27/14	3.62	5.40	1.65	2.49	3.94	1.13	0.79	1.34	0.28	2.26	3.26	1.38
12/28/14	3.42	5.38	1.39	2.55	3.87	1.20	0.82	1.37	0.28	2.26	3.01	1.31
12/29/14	3.71	5.65	1.55	2.56	3.76	1.19	0.85	1.41	0.34	2.41	3.21	1.24
12/30/14	3.74	5.53	1.62	2.49	3.74	1.16	0.85	1.33	0.31	2.40	3.25	1.38
12/31/14	3.81	5.61	1.54	2.63	4.14	1.17	0.89	1.47	0.29	2.35	3.14	1.34
1/1/15	3.56	5.64	1.61	2.60	4.07	1.20	0.86	1.34	0.32	2.11	3.04	1.23
1/2/15	3.65	5.54	1.50	2.63	4.03	1.15	0.87	1.45	0.29	2.23	3.13	1.13
1/3/15	3.82	5.84	1.43	2.66	4.12	1.16	0.89	1.55	0.32	2.20	3.01	1.33
1/4/15	3.89	5.85	1.55	2.72	4.10	1.15	0.94	1.60	0.31	2.16	2.95	1.18
1/5/15	4.05	5.87	1.71	2.77	4.15	1.11	0.87	1.49	0.28	2.42	3.29	1.30
1/6/15	4.03	5.63	1.74	2.71	3.95	1.18	0.88	1.48	0.30	2.31	3.24	1.24
1/7/15	4.16	5.97	1.84	2.64	4.10	1.12	0.87	1.53	0.30	2.30	3.06	1.22
1/8/15	4.10	5.76	1.75	2.67	3.97	1.10	0.87	1.53	0.31	2.40	3.11	1.23
1/9/15	3.96	5.68	1.77	2.59	3.96	1.11	0.85	1.57	0.28	2.38	3.27	1.36
1/10/15	3.97	6.30	1.54	2.69	4.10	1.09	0.91	1.54	0.29	1.89	3.00	1.27
1/11/15	4.08	6.04	1.51	2.76	4.18	1.08	0.91	1.43	0.27	1.61	2.16	0.84
1/12/15	4.06	5.87	1.57	2.71	4.05	1.15	0.85	1.42	0.29	1.86	2.46	0.95
1/13/15	4.05	5.71	1.53	2.67	4.00	1.11	0.83	1.40	0.28	1.83	2.40	1.04
1/14/15	4.01	5.87	1.51	2.77	4.31	1.18	0.84	1.42	0.29	1.87	2.47	0.98
1/15/15	4.02	5.79	1.54	2.75	4.06	1.14	0.84	1.44	0.30	1.91	2.49	1.02
1/16/15	4.04	5.83	1.67	2.70	4.12	1.20	0.85	1.56	0.32	1.91	2.54	1.07

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 5			Site 6			Site 7			Site 8		
Date	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**
1/17/15	3.91	6.06	1.64	2.73	4.19	1.18	0.88	1.42	0.28	1.72	2.40	1.09
1/18/15	3.85	5.87	1.42	2.79	4.13	1.06	0.86	1.38	0.24	1.62	2.17	0.81
1/19/15	4.04	6.14	1.57	2.67	4.49	1.07	0.91	1.36	0.31	1.92	2.60	0.89
1/20/15	3.82	5.64	1.48	2.61	3.84	1.07	0.93	1.56	0.30	1.90	2.51	0.98
1/21/15	3.83	5.60	1.49	2.61	4.25	1.09	0.85	1.74	0.29	1.89	2.52	1.06
1/22/15	4.06	5.94	1.71	2.55	3.97	1.09	0.86	1.56	0.26	1.86	2.51	1.04
1/23/15	4.06	5.82	1.73	2.56	3.94	1.12	0.88	1.58	0.29	1.87	2.50	1.08
1/24/15	4.03	6.32	1.59	2.57	4.02	1.02	0.94	1.63	0.32	1.75	2.50	0.97
1/25/15	4.05	6.29	1.45	2.62	4.02	1.00	0.98	1.62	0.26	1.59	2.19	0.87
1/26/15	3.96	5.77	1.46	2.67	4.18	1.13	0.89	1.54	0.29	1.82	2.42	0.89
1/27/15	3.78	5.66	1.55	2.65	3.93	1.13	0.88	1.58	0.29	1.82	2.55	0.94
1/28/15	3.93	5.79	1.39	2.58	4.15	1.09	0.90	1.62	0.30	1.81	2.37	0.92
1/29/15	4.19	6.16	1.60	2.58	4.03	1.14	0.88	1.58	0.31	1.73	2.31	0.98
1/30/15	4.15	6.19	1.87	2.49	3.79	1.03	0.86	1.57	0.27	1.73	2.35	0.84
1/31/15	4.07	6.24	1.60	2.44	3.80	0.97	0.89	1.57	0.29	1.62	2.24	0.90
2/1/15	4.12	6.35	1.45	2.43	3.94	0.94	0.96	1.62	0.29	1.51	2.21	0.73
2/2/15	4.17	6.29	1.50	2.34	3.66	0.92	0.88	1.60	0.26	1.73	2.36	0.83
2/3/15	4.13	6.14	1.68	2.38	3.66	0.96	0.86	1.62	0.24	1.78	2.37	0.88
2/4/15	3.99	6.14	1.76	2.53	3.91	0.99	0.85	1.64	0.26	1.77	2.47	0.91
2/5/15	3.78	5.43	1.43	2.64	4.03	1.15	0.86	1.69	0.27	1.74	2.30	0.88
2/6/15	4.46	6.92	1.54	2.93	4.42	1.13	0.90	1.57	0.28	1.87	2.71	0.92
2/7/15	4.53	6.68	2.24	3.17	4.64	1.72	0.98	1.81	0.36	1.79	2.40	1.09
2/8/15	4.67	7.34	1.63	3.16	5.20	1.31	1.02	1.64	0.33	1.77	2.57	0.88
2/9/15	4.50	7.03	2.10	3.08	4.39	1.62	0.94	1.75	0.34	1.95	2.60	0.97
2/10/15	4.14	5.90	1.73	2.80	4.32	1.38	0.91	1.71	0.32	1.95	2.52	1.17
2/11/15	4.26	6.20	1.84	2.66	4.26	1.31	0.90	1.79	0.29	1.98	2.54	1.10
2/12/15	4.20	6.21	1.75	2.65	4.15	1.20	0.89	1.80	0.29	1.98	2.51	1.17
2/13/15	4.26	6.03	1.96	2.60	4.15	1.14	0.91	1.66	0.31	1.93	2.60	1.11
2/14/15	3.92	5.82	1.85	2.47	4.15	0.98	0.92	1.72	0.31	1.71	2.28	1.05
2/15/15	3.79	5.88	1.57	2.44	3.80	1.09	0.94	1.56	0.32	1.58	2.11	0.82
2/16/15	3.97	5.84	1.58	2.49	3.91	1.06	0.97	1.57	0.30	1.75	2.39	0.88
2/17/15	3.94	5.78	1.63	2.44	3.69	1.02	0.90	1.55	0.30	1.90	2.46	0.99
2/18/15	3.90	5.62	1.56	2.39	3.58	1.02	0.88	1.59	0.30	1.90	2.51	0.99
2/19/15	3.82	5.74	1.55	2.38	3.48	1.09	0.90	1.63	0.32	1.96	2.55	1.14
2/20/15	3.93	5.50	1.55	2.35	3.54	1.06	0.91	1.56	0.28	1.99	2.70	1.08
2/21/15	4.13	6.37	1.65	2.34	3.70	0.99	0.99	1.68	0.35	1.81	2.52	1.06
2/22/15	4.05	6.12	1.63	2.38	3.62	1.00	0.99	1.56	0.31	1.67	2.33	0.83
2/23/15	3.93	5.86	1.37	2.45	3.94	1.01	0.94	1.67	0.30	1.90	2.55	0.87
2/24/15	4.05	5.94	1.53	2.45	3.84	1.09	0.93	1.68	0.33	1.94	2.53	0.99
2/25/15	3.98	5.88	1.53	2.39	3.71	1.04	0.94	1.71	0.33	1.96	2.65	1.01
2/26/15	4.03	6.02	1.69	2.40	3.79	1.09	0.89	1.60	0.28	1.94	2.73	0.98
2/27/15	4.10	6.34	1.55	2.39	3.75	1.11	0.90	1.58	0.31	1.80	2.40	0.95
2/28/15	3.97	6.35	1.60	2.34	3.62	1.05	0.94	1.59	0.31	1.72	2.28	0.93
3/1/15	3.97	6.10	1.35	2.35	3.69	0.93	0.98	1.64	0.31	1.27	2.41	0.77
3/2/15	4.19	6.71	1.68	2.36	3.84	0.95	0.89	1.73	0.30	1.25	1.69	0.69
3/3/15	4.18	5.96	1.74	2.35	3.64	0.97	0.88	1.66	0.26	1.57	2.27	0.70
3/4/15	4.32	6.46	1.79	2.32	3.83	0.97	0.82	1.45	0.24	1.74	2.39	0.86

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 9			Site 10			Site 11			Site 12		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14												
11/23/14												
11/24/14												
11/25/14												
11/26/14												
11/27/14												
11/28/14												
11/29/14												
11/30/14												
12/1/14												
12/2/14												
12/3/14												
12/4/14												
12/5/14												
12/6/14												
12/7/14												
12/8/14												
12/9/14												
12/10/14	1.98	3.54	0.50	0.74	1.04	0.44	1.07	1.50	0.62	1.48	1.75	1.24
12/11/14	3.66	6.34	0.49	1.33	2.80	0.44	2.10	4.36	0.61	2.26	4.28	0.70
12/12/14	3.38	5.59	1.72	2.40	2.78	1.76	3.96	4.76	3.19	4.19	4.74	3.47
12/13/14	2.72	4.48	1.15	1.65	2.01	1.38	2.72	3.34	2.22	3.00	3.51	2.42
12/14/14	2.46	4.16	0.75	1.35	1.70	0.98	2.16	2.72	1.66	2.31	2.68	1.90
12/15/14	2.47	4.30	0.88	1.43	1.81	0.85	2.34	3.09	1.50	2.53	3.10	1.66
12/16/14	2.33	3.79	0.92	1.39	1.75	1.04	2.23	2.71	1.78	2.52	3.07	1.99
12/17/14	2.20	3.92	0.59	1.50	1.81	1.17	2.43	3.05	2.02	2.78	3.37	2.34
12/18/14	2.09	3.51	0.70	1.40	1.73	1.08	2.17	2.72	1.81	2.54	3.01	2.03
12/19/14	2.08	3.36	0.66	1.22	1.52	0.91	1.82	2.24	1.44	2.26	2.69	1.76
12/20/14	2.08	3.73	0.62	1.19	1.58	0.85	1.69	2.23	1.22	2.09	2.90	1.48
12/21/14	1.95	3.49	0.50	1.10	1.52	0.77	1.49	1.89	1.01	1.82	2.58	1.24
12/22/14	1.93	3.40	0.54	1.01	1.26	0.71	1.35	1.77	0.88	1.62	2.13	1.04
12/23/14	1.94	3.35	0.53	0.97	1.27	0.69	1.29	1.70	0.74	1.53	1.94	0.94
12/24/14	2.05	3.58	0.64	0.95	1.21	0.62	1.28	1.68	0.76	1.53	2.00	0.96
12/25/14	1.88	3.24	0.55	0.81	1.08	0.55	1.18	1.72	0.79	1.41	1.94	0.99
12/26/14	1.89	3.33	0.59	0.84	1.15	0.50	1.15	1.61	0.74	1.35	1.91	0.88
12/27/14	1.87	3.31	0.54	0.85	1.26	0.50	1.11	1.61	0.63	1.27	1.80	0.77
12/28/14	1.94	3.46	0.61	0.81	1.17	0.51	1.20	1.69	0.71	1.31	1.85	0.77
12/29/14	1.93	3.22	0.60	0.81	1.04	0.49	1.19	1.61	0.71	1.30	1.70	0.78
12/30/14	1.91	3.13	0.61	0.87	1.23	0.46	1.15	1.64	0.73	1.24	1.66	0.75
12/31/14	2.08	3.73	0.61	0.90	1.24	0.50	1.18	1.61	0.65	1.24	1.62	0.73
1/1/15	2.01	3.68	0.59	0.85	1.14	0.47	1.11	1.55	0.65	1.24	1.73	0.67
1/2/15	2.02	3.81	0.62	0.84	1.15	0.50	1.13	1.57	0.67	1.26	1.66	0.71
1/3/15	2.08	3.78	0.55	0.89	1.45	0.49	1.14	1.75	0.64	1.32	1.97	0.74
1/4/15	2.22	3.76	0.63	0.92	1.20	0.52	1.18	1.60	0.62	1.31	1.85	0.70
1/5/15	2.10	3.49	0.55	0.86	1.15	0.50	1.12	1.53	0.62	1.27	1.78	0.72
1/6/15	2.12	3.60	0.55	0.84	1.16	0.52	1.07	1.45	0.64	1.27	1.64	0.76
1/7/15	2.20	3.84	0.64	0.81	1.15	0.45	1.03	1.44	0.58	1.22	1.67	0.72
1/8/15	2.17	3.67	0.57	0.76	1.01	0.44	1.05	1.41	0.57	1.20	1.62	0.66
1/9/15	2.09	3.52	0.39	0.74	1.06	0.42	1.03	1.47	0.58	1.24	1.66	0.75
1/10/15	2.20	3.75	0.56	0.78	1.09	0.43	1.10	1.62	0.58	1.29	1.84	0.73
1/11/15	2.26	3.83	0.51	0.82	1.11	0.44	1.13	1.58	0.56	1.28	1.90	0.68
1/12/15	2.15	3.71	0.58	0.81	1.11	0.44	1.05	1.42	0.56	1.14	1.58	0.61
1/13/15	2.14	3.59	0.50	0.76	1.02	0.40	1.04	1.47	0.57	1.13	1.55	0.63
1/14/15	2.15	3.91	0.57	0.73	1.04	0.39	1.04	1.50	0.55	1.13	1.66	0.62
1/15/15	2.19	3.70	0.54	0.74	1.05	0.39	0.98	1.47	0.54	1.19	1.58	0.64
1/16/15	2.12	3.79	0.59	0.81	1.09	0.46	0.88	1.23	0.44	1.18	1.69	0.63

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 9			Site 10			Site 11			Site 12		
Date	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**
1/17/15	2.12	3.97	0.57	0.83	1.17	0.45	0.99	1.55	0.46	1.21	1.78	0.64
1/18/15	2.04	3.59	0.47	0.77	1.05	0.37	1.05	1.49	0.51	1.27	1.77	0.64
1/19/15	2.08	3.56	0.49	0.77	1.06	0.37	1.08	1.47	0.57	1.25	1.80	0.64
1/20/15	1.96	3.20	0.47	0.72	0.97	0.37	1.02	1.39	0.51	1.17	1.58	0.60
1/21/15	1.99	3.56	0.47	0.78	1.09	0.41	1.04	1.51	0.56	1.07	1.64	0.63
1/22/15	1.92	3.51	0.45	0.83	1.16	0.42	1.06	1.48	0.55	1.07	1.57	0.52
1/23/15	1.87	3.29	0.39	0.85	1.20	0.42	1.05	1.50	0.58	1.14	1.84	0.68
1/24/15	1.99	3.78	0.41	0.84	1.19	0.43	1.12	1.67	0.61	1.14	1.66	0.51
1/25/15	2.10	3.98	0.37	0.86	1.23	0.38	1.16	1.73	0.56	1.40	2.07	0.67
1/26/15	2.00	3.76	0.42	0.85	1.17	0.39	1.05	1.53	0.54	1.33	1.94	0.65
1/27/15	1.97	3.31	0.43	0.80	1.12	0.40	1.04	1.43	0.56	1.23	1.63	0.72
1/28/15	1.94	3.50	0.46	0.77	1.10	0.36	1.04	1.56	0.51	1.16	1.67	0.55
1/29/15	1.92	3.80	0.47	0.75	1.06	0.39	1.04	1.42	0.54	1.14	1.60	0.61
1/30/15	1.81	3.45	0.39	0.76	1.03	0.39	1.06	1.45	0.58	1.15	1.69	0.60
1/31/15	1.90	3.58	0.37	0.81	1.17	0.39	1.12	1.70	0.58	1.20	1.74	0.61
2/1/15	1.87	3.55	0.32	0.80	1.19	0.41	1.15	1.65	0.55	1.23	1.76	0.58
2/2/15	1.78	3.32	0.35	0.73	1.03	0.35	1.03	1.48	0.51	1.15	1.74	0.60
2/3/15	1.73	3.09	0.39	0.75	1.05	0.37	1.04	1.52	0.53	1.14	1.70	0.58
2/4/15	1.91	3.20	0.36	0.73	1.02	0.32	1.03	1.49	0.52	1.10	1.65	0.56
2/5/15	1.99	3.26	0.58	0.73	1.01	0.35	1.04	1.42	0.54	1.09	1.58	0.55
2/6/15	2.43	4.58	0.54	0.83	1.37	0.37	1.21	2.03	0.55	1.22	1.88	0.55
2/7/15	2.73	5.15	1.14	1.18	1.62	0.78	1.73	2.30	1.28	1.74	2.26	1.25
2/8/15	2.74	5.81	0.64	1.23	1.67	0.64	1.76	2.33	0.99	1.78	2.42	1.00
2/9/15	2.51	4.31	0.83	1.16	1.51	0.80	1.79	2.21	1.30	1.79	2.28	1.28
2/10/15	2.20	3.65	0.76	1.02	1.33	0.68	1.58	2.03	1.10	1.64	2.00	1.09
2/11/15	2.03	3.94	0.64	0.94	1.33	0.62	1.44	1.94	0.97	1.52	2.00	0.96
2/12/15	1.97	3.64	0.52	0.87	1.17	0.52	1.31	1.71	0.83	1.40	1.81	0.85
2/13/15	2.00	3.89	0.51	0.87	1.23	0.55	1.29	1.73	0.78	1.40	1.89	0.88
2/14/15	2.05	4.35	0.46	0.90	1.34	0.51	1.26	1.78	0.77	1.38	1.85	0.82
2/15/15	1.91	3.95	0.54	0.87	1.24	0.48	1.29	1.72	0.75	1.35	1.81	0.79
2/16/15	2.05	3.55	0.43	0.92	1.25	0.45	1.30	1.74	0.73	1.37	1.80	0.70
2/17/15	1.95	3.34	0.43	0.87	1.25	0.46	1.21	1.58	0.78	1.33	1.77	0.82
2/18/15	1.80	3.06	0.42	0.84	1.22	0.45	1.15	1.53	0.67	1.30	1.80	0.78
2/19/15	1.75	2.89	0.48	0.82	1.14	0.43	1.18	1.57	0.68	1.29	1.77	0.79
2/20/15	1.80	3.03	0.50	0.85	1.20	0.44	1.24	1.67	0.76	1.31	1.74	0.77
2/21/15	1.91	3.50	0.50	0.86	1.26	0.42	1.32	1.93	0.75	1.35	1.78	0.77
2/22/15	1.91	3.49	0.44	0.88	1.22	0.41	1.28	1.62	0.85	1.38	1.81	0.70
2/23/15	1.93	3.74	0.45	0.82	1.19	0.41	1.21	1.63	0.77	1.26	1.86	0.72
2/24/15	1.87	3.41	0.42	0.78	1.21	0.34	1.20	1.56	0.80	1.22	1.69	0.72
2/25/15	1.88	3.49	0.43	0.78	1.16	0.37	1.16	1.61	0.76	1.17	1.67	0.63
2/26/15	1.78	3.25	0.52	0.80	1.22	0.47	1.06	1.43	0.73	1.16	1.72	0.70
2/27/15	1.82	3.25	0.45	0.85	1.20	0.42	1.15	1.54	0.72	1.17	1.62	0.61
2/28/15	1.83	3.22	0.51	0.89	1.31	0.41	1.12	1.49	0.64	1.21	1.63	0.65
3/1/15	1.90	3.57	0.44	0.89	1.37	0.43	1.17	1.72	0.68	1.20	1.67	0.63
3/2/15	1.86	3.48	0.48	0.81	1.16	0.38	1.04	1.52	0.49	1.12	1.60	0.56
3/3/15	1.81	3.28	0.46	0.81	1.21	0.39	1.04	1.48	0.58	1.14	1.58	0.65
3/4/15	1.75	3.47	0.40	0.77	1.29	0.39	1.00	1.52	0.62	1.07	1.50	0.56

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 13			Site 14			Site 15			Site 16		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14												
11/23/14												
11/24/14												
11/25/14												
11/26/14												
11/27/14												
11/28/14												
11/29/14												
11/30/14												
12/1/14												
12/2/14												
12/3/14												
12/4/14												
12/5/14												
12/6/14												
12/7/14												
12/8/14												
12/9/14												
12/10/14	3.22	4.96	0.84	0.50	0.76	0.21	0.50	0.74	0.30	1.35	1.82	1.79
12/11/14	4.74	7.22	0.81	0.71	1.12	0.21	0.67	1.44	0.13	1.55	2.26	0.73
12/12/14	4.15	5.84	2.16	0.62	0.96	0.38	0.58	1.04	0.12	1.73	2.34	1.37
12/13/14	3.36	5.62	0.86	0.54	0.81	0.28	0.52	1.08	0.14	1.48	2.09	1.03
12/14/14	3.38	5.47	0.91	0.55	0.82	0.25	0.54	0.96	0.21	1.48	2.02	0.96
12/15/14	3.56	5.41	1.03	0.58	0.89	0.34	0.50	1.02	0.04	1.57	1.99	1.07
12/16/14	3.64	5.69	0.85	0.53	0.79	0.25	0.45	0.88	0.08	1.57	2.20	0.96
12/17/14	3.64	5.45	1.04	0.54	0.80	0.29	0.51	0.77	0.30	1.66	2.13	1.38
12/18/14	3.55	5.42	1.10	0.51	0.70	0.27	0.54	0.75	0.32	1.58	2.02	1.19
12/19/14	3.41	5.20	0.91	0.54	0.81	0.26	0.51	0.68	0.29	1.45	1.86	1.12
12/20/14	3.41	5.50	0.82	0.53	0.81	0.27	0.53	0.74	0.28	1.47	1.96	1.07
12/21/14	3.33	5.41	0.89	0.55	0.91	0.25	0.53	0.79	0.28	1.39	1.98	0.99
12/22/14	3.30	5.15	0.91	0.52	0.79	0.23	0.57	0.81	0.28	1.36	1.88	0.89
12/23/14	3.22	4.88	0.92	0.50	0.76	0.24	0.60	0.83	0.32	1.32	1.76	1.01
12/24/14	3.14	4.91	0.91	0.51	0.78	0.24	0.75	1.19	0.33	1.17	1.74	1.04
12/25/14	2.98	4.74	0.92	0.47	0.72	0.21	0.81	1.13	0.45	0.83	1.34	0.80
12/26/14	3.01	5.03	0.90	0.48	0.77	0.21	0.82	1.34	0.37	0.86	1.38	0.80
12/27/14	3.23	5.18	0.87	0.49	0.85	0.22	0.84	1.38	0.37	0.85	1.34	0.77
12/28/14	3.06	5.01	0.71	0.49	0.77	0.22	0.87	1.31	0.36	0.84	1.23	0.76
12/29/14	3.23	5.11	0.89	0.48	0.81	0.21	0.84	1.19	0.37	0.89	1.31	0.68
12/30/14	3.26	5.20	0.87	0.47	0.71	0.18	0.88	1.24	0.41	0.85	1.33	0.79
12/31/14	3.30	5.28	0.91	0.50	0.76	0.18	0.90	1.26	0.38	0.91	1.28	0.83
1/1/15	3.22	5.19	0.94	0.46	0.71	0.21	0.86	1.31	0.35	0.81	1.21	0.82
1/2/15	3.40	5.51	0.94	0.48	0.76	0.18	0.86	1.24	0.36	0.84	1.36	0.65
1/3/15	3.49	5.73	0.85	0.49	0.79	0.19	0.88	1.37	0.33	0.88	1.33	0.80
1/4/15	3.65	6.13	0.81	0.53	0.84	0.21	0.88	1.28	0.39	0.91	1.48	0.76
1/5/15	3.53	5.35	0.87	0.51	0.76	0.22	0.87	1.23	0.36	0.93	1.34	0.77
1/6/15	3.53	5.19	0.98	0.50	0.76	0.21	0.83	1.20	0.32	0.96	1.34	0.78
1/7/15	3.59	5.72	0.96	0.51	0.83	0.21	0.87	1.32	0.37	0.90	1.33	0.73
1/8/15	3.53	5.42	1.06	0.50	0.75	0.19	0.78	1.28	0.34	0.92	1.30	0.70
1/9/15	3.57	5.44	1.04	0.49	0.71	0.23	0.80	1.21	0.30	0.99	1.35	0.75
1/10/15	3.61	5.96	0.85	0.52	0.83	0.21	0.57	1.33	0.30	1.34	2.29	0.86
1/11/15	3.73	5.86	0.80	0.52	0.80	0.19	0.47	0.71	0.19	1.57	2.22	0.94
1/12/15	3.61	5.64	1.04	0.48	0.71	0.19	0.43	0.63	0.14	1.52	2.08	0.83
1/13/15	3.59	5.49	0.88	0.47	0.73	0.18	0.40	0.57	0.14	1.48	2.04	0.81
1/14/15	3.59	5.74	0.96	0.49	0.74	0.19	0.44	0.66	0.14	1.45	2.01	0.82
1/15/15	3.48	5.37	0.95	0.49	0.75	0.17	0.46	0.66	0.21	1.40	1.88	0.80
1/16/15	3.41	5.30	0.93	0.50	0.74	0.22	0.45	0.63	0.18	1.38	1.81	0.92

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 13			Site 14			Site 15			Site 16		
Date	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**
1/17/15	3.47	5.70	0.92	0.54	0.82	0.24	0.45	0.63	0.18	1.41	2.00	0.87
1/18/15	3.52	5.55	0.99	0.55	0.82	0.26	0.47	0.70	0.19	1.42	2.01	0.89
1/19/15	3.64	5.63	0.97	0.55	0.84	0.22	0.49	0.67	0.18	1.46	2.13	0.77
1/20/15	3.49	5.43	0.90	0.52	0.80	0.19	0.46	0.67	0.19	1.45	2.08	0.82
1/21/15	3.48	5.56	1.02	0.53	0.79	0.22	0.47	0.68	0.18	1.49	2.10	0.90
1/22/15	3.44	5.30	0.98	0.50	0.75	0.22	0.48	0.69	0.20	1.45	1.94	0.99
1/23/15	3.47	5.29	1.15	0.49	0.73	0.20	0.46	0.71	0.18	1.19	1.69	0.76
1/24/15	3.50	6.01	0.82	0.52	0.86	0.23	0.50	0.76	0.22	1.39	2.07	0.82
1/25/15	3.68	5.63	0.84	0.57	0.95	0.19	0.46	0.68	0.22	1.44	2.20	0.85
1/26/15	3.75	5.71	0.86	0.54	0.82	0.20	0.44	0.63	0.15	1.45	2.00	0.73
1/27/15	3.55	5.18	1.05	0.55	0.81	0.25	0.40	0.62	0.15	1.47	2.02	0.88
1/28/15	3.09	5.04	0.83	0.54	0.94	0.21	0.42	0.71	0.16	1.47	2.13	0.74
1/29/15	3.28	4.97	0.75	0.54	0.81	0.21	0.40	0.58	0.15	1.52	2.18	0.76
1/30/15	3.61	5.74	1.00	0.53	0.79	0.21	0.41	0.59	0.16	1.46	2.14	0.79
1/31/15	3.72	6.05	1.09	0.54	0.85	0.22	0.43	0.67	0.15	1.47	2.19	0.78
2/1/15	3.84	6.15	0.87	0.54	0.91	0.21	0.46	0.75	0.16	1.46	2.28	0.68
2/2/15	3.89	5.94	1.29	0.50	0.76	0.18	0.42	0.69	0.15	1.47	2.05	0.78
2/3/15	3.53	5.70	0.99	0.50	0.71	0.20	0.41	0.64	0.16	1.46	2.14	0.78
2/4/15	3.65	6.33	1.26	0.51	0.78	0.20	0.41	0.65	0.16	1.47	2.06	0.80
2/5/15	3.45	5.38	0.90	0.50	0.75	0.22	0.40	0.64	0.15	1.47	2.06	0.82
2/6/15	3.74	6.62	0.75	0.57	0.86	0.23	0.43	0.65	0.13	1.58	2.17	0.86
2/7/15	3.84	5.91	1.39	0.58	0.91	0.25	0.43	0.68	0.17	1.56	2.17	0.98
2/8/15	4.16	7.14	0.90	0.60	1.10	0.21	0.47	0.79	0.15	1.54	2.23	0.85
2/9/15	3.88	5.73	1.54	0.55	0.79	0.22	0.44	0.64	0.19	1.50	1.94	1.01
2/10/15	3.86	5.95	1.16	0.55	0.79	0.23	0.40	0.63	0.17	1.50	2.04	0.85
2/11/15	3.83	6.09	1.00	0.55	0.86	0.23	0.42	0.61	0.17	1.52	2.17	0.85
2/12/15	3.81	5.91	1.33	0.52	0.80	0.24	0.42	0.58	0.18	1.49	2.07	0.89
2/13/15	4.41	6.41	1.36	0.51	0.75	0.20	0.42	0.59	0.19	1.51	1.95	0.96
2/14/15	4.66	7.00	1.70	0.55	0.88	0.22	0.44	0.67	0.17	1.53	2.29	0.71
2/15/15	4.25	6.50	1.30	0.55	0.89	0.24	0.42	0.66	0.15	1.49	2.25	0.87
2/16/15	4.00	7.13	1.08	0.51	0.84	0.20	0.45	0.71	0.17	1.46	2.13	0.69
2/17/15	3.69	5.86	1.08	0.50	0.70	0.20	0.47	0.66	0.16	1.43	2.01	0.81
2/18/15	4.19	5.85	1.32	0.50	0.68	0.22	0.49	0.71	0.19	1.41	1.89	0.89
2/19/15	4.35	6.19	1.37	0.51	0.71	0.21	0.49	0.71	0.19	1.40	1.88	0.93
2/20/15	3.73	5.62	1.10	0.51	0.77	0.23	0.47	0.65	0.19	1.38	1.86	0.85
2/21/15	3.81	6.28	1.04	0.56	0.89	0.23	0.49	0.74	0.19	1.38	2.03	0.80
2/22/15	3.91	6.17	1.05	0.56	0.84	0.22	0.52	0.81	0.19	1.37	2.04	0.75
2/23/15	3.79	5.63	1.10	0.53	0.81	0.21	0.48	0.73	0.15	1.39	1.99	0.73
2/24/15	3.73	5.90	1.09	0.54	0.78	0.22	0.51	0.79	0.19	1.39	2.04	0.80
2/25/15	3.81	5.80	1.07	0.56	0.80	0.21	0.53	0.78	0.18	1.34	1.97	0.69
2/26/15	3.78	5.86	1.03	0.57	0.84	0.22	0.50	0.82	0.19	1.35	2.02	0.70
2/27/15	3.78	6.13	1.15	0.57	0.84	0.25	0.45	0.67	0.14	1.37	1.91	0.74
2/28/15	3.87	6.04	1.10	0.59	0.94	0.25	0.52	0.80	0.15	1.37	2.00	0.83
3/1/15	4.00	6.27	1.04	0.57	0.91	0.21	0.20	0.90	0.01	1.64	2.70	0.64
3/2/15	3.86	5.91	1.03	0.57	0.85	0.22	0.01	0.03	0.00	1.91	2.50	0.77
3/3/15	3.82	5.93	1.22	0.55	0.88	0.25	0.27	0.57	0.01	1.61	2.44	0.77
3/4/15	3.83	6.13	1.07	0.50	0.77	0.20	0.40	0.60	0.12	1.50	2.12	0.76

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 17			Site 18			Site 19			Site 20		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14												
11/23/14												
11/24/14												
11/25/14												
11/26/14												
11/27/14												
11/28/14												
11/29/14												
11/30/14												
12/1/14												
12/2/14												
12/3/14												
12/4/14												
12/5/14												
12/6/14												
12/7/14												
12/8/14												
12/9/14												
12/10/14	0.46	0.66	0.28	1.23	1.51	0.87	1.62	2.56	0.60	1.64	2.66	0.39
12/11/14	0.86	1.48	0.21	1.71	3.13	0.33	2.53	4.00	0.59	2.15	3.33	0.44
12/12/14	0.69	1.15	0.42	1.26	2.33	0.58	2.24	3.47	1.53	1.91	2.71	1.00
12/13/14	0.46	0.63	0.27	0.89	1.39	0.35	1.90	2.87	0.95	1.66	2.67	0.53
12/14/14	0.42	0.67	0.26	0.80	1.33	0.27	1.79	2.59	0.78	1.55	2.53	0.41
12/15/14	0.59	1.09	0.34	1.06	1.74	0.47	1.84	2.77	0.86	1.61	2.43	0.55
12/16/14	0.62	1.09	0.33	1.07	1.98	0.42	1.81	2.58	0.93	1.73	2.84	0.55
12/17/14	0.58	0.88	0.29	0.96	1.61	0.39	1.85	2.61	0.94	1.62	2.51	0.74
12/18/14	0.54	0.91	0.33	0.91	1.68	0.32	1.76	2.50	0.85	1.55	2.52	0.59
12/19/14	0.54	0.97	0.34	0.92	1.45	0.37	1.75	2.28	0.82	1.55	2.40	0.47
12/20/14	0.48	0.77	0.30	0.82	1.42	0.34	1.75	2.61	0.78	1.56	2.51	0.55
12/21/14	0.45	0.76	0.25	0.76	1.25	0.24	1.71	2.54	0.69	1.55	2.50	0.46
12/22/14	0.49	1.01	0.26	0.97	1.60	0.36	1.74	2.59	0.70	1.54	2.44	0.48
12/23/14	0.51	0.93	0.32	0.93	1.47	0.38	1.72	2.43	0.73	1.39	2.33	0.44
12/24/14	0.45	0.93	0.28	0.81	1.62	0.34	1.70	2.52	0.73	1.29	2.05	0.43
12/25/14	0.34	0.50	0.20	0.63	0.99	0.24	1.61	2.40	0.69	1.31	2.20	0.40
12/26/14	0.44	0.99	0.23	0.82	1.49	0.24	1.49	2.25	0.58	1.38	2.24	0.38
12/27/14	0.48	0.67	0.28	0.86	1.38	0.38	1.55	2.35	0.67	1.44	2.21	0.47
12/28/14	0.43	0.70	0.26	0.76	1.26	0.30	1.64	2.48	0.72	1.54	2.44	0.39
12/29/14	0.45	0.62	0.21	0.84	1.24	0.31	1.62	2.37	0.67	1.75	2.67	0.48
12/30/14	0.41	0.58	0.21	0.80	1.20	0.34	1.67	2.45	0.70	1.82	2.91	0.46
12/31/14	0.41	0.75	0.21	0.78	1.28	0.26	1.78	2.74	0.69	1.84	2.74	0.58
1/1/15	0.39	0.65	0.23	0.72	1.15	0.27	1.63	2.40	0.74	1.73	2.58	0.50
1/2/15	0.41	0.66	0.22	0.78	1.25	0.28	1.69	2.73	0.70	1.70	2.60	0.40
1/3/15	0.41	0.60	0.21	0.78	1.29	0.28	1.72	2.78	0.72	1.75	2.73	0.37
1/4/15	0.44	0.60	0.26	0.89	1.46	0.29	1.72	2.58	0.69	1.77	2.75	0.34
1/5/15	0.51	0.79	0.26	1.11	1.78	0.36	1.79	2.71	0.64	1.69	2.61	0.34
1/6/15	0.49	0.75	0.21	1.10	1.74	0.39	1.81	2.54	0.75	1.72	2.62	0.39
1/7/15	0.52	0.83	0.24	1.09	1.77	0.34	1.77	2.71	0.65	1.85	2.96	0.42
1/8/15	0.52	0.84	0.21	1.16	1.90	0.36	1.76	2.55	0.67	1.74	2.81	0.36
1/9/15	0.49	0.81	0.27	1.19	1.83	0.35	1.65	2.45	0.63	1.61	2.56	0.41
1/10/15	0.47	0.73	0.26	1.11	1.80	0.33	1.64	2.43	0.56	1.47	2.49	0.34
1/11/15	0.47	0.76	0.25	1.09	1.65	0.33	1.64	2.56	0.57	1.63	2.57	0.36
1/12/15	0.53	0.95	0.27	1.13	1.85	0.35	1.68	2.46	0.56	1.65	2.53	0.38
1/13/15	0.49	0.85	0.20	1.11	1.78	0.33	1.66	2.49	0.53	1.62	2.41	0.36
1/14/15	0.47	0.92	0.23	1.09	1.62	0.46	1.58	2.38	0.52	1.71	2.91	0.33
1/15/15	0.52	1.08	0.18	1.17	1.81	0.39	1.65	2.53	0.54	1.83	2.76	0.38
1/16/15	0.47	0.81	0.23	1.17	1.70	0.43	1.64	2.39	0.56	1.86	2.93	0.37

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 17			Site 18			Site 19			Site 20		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
1/17/15	0.43	0.67	0.26	1.07	1.60	0.38	1.62	2.50	0.63	1.82	2.92	0.36
1/18/15	0.44	0.70	0.16	1.02	1.58	0.36	1.58	2.43	0.56	1.89	2.82	0.46
1/19/15	0.47	0.76	0.25	1.19	1.76	0.41	1.67	2.56	0.58	1.81	2.75	0.53
1/20/15	0.38	0.67	0.20	1.19	1.79	0.43	1.67	2.37	0.54	1.74	2.68	0.38
1/21/15	0.40	0.62	0.21	1.19	1.76	0.45	1.67	2.48	0.59	1.78	2.83	0.49
1/22/15	0.39	0.69	0.20	1.15	1.70	0.38	1.62	2.37	0.50	1.76	2.70	0.40
1/23/15	0.42	0.59	0.22	1.13	1.76	0.38	1.62	2.44	0.57	1.70	2.73	0.33
1/24/15	0.37	0.52	0.18	1.05	1.72	0.35	1.64	2.64	0.55	1.55	2.58	0.44
1/25/15	0.38	0.57	0.14	1.12	1.80	0.30	1.64	2.46	0.54	1.68	2.67	0.36
1/26/15	0.38	0.66	0.15	1.18	1.83	0.35	1.65	2.54	0.53	1.73	2.78	0.35
1/27/15	0.39	0.72	0.15	1.15	1.74	0.33	1.63	2.31	0.56	1.70	2.58	0.36
1/28/15	0.35	0.63	0.13	1.15	1.88	0.41	1.62	2.43	0.55	1.69	2.79	0.40
1/29/15	0.37	0.57	0.19	1.12	1.73	0.40	1.62	2.41	0.55	1.67	2.68	0.35
1/30/15	0.43	0.82	0.21	1.19	1.79	0.42	1.61	2.41	0.56	1.77	2.79	0.44
1/31/15	0.34	0.54	0.20	1.11	1.69	0.40	1.55	2.37	0.49	1.70	3.07	0.37
2/1/15	0.33	0.47	0.17	1.08	1.71	0.39	1.49	2.32	0.51	1.85	2.87	0.31
2/2/15	0.44	0.83	0.18	1.18	1.94	0.37	1.36	2.07	0.38	2.04	3.14	0.56
2/3/15	0.39	0.62	0.18	1.14	1.68	0.41	1.36	2.07	0.38	1.97	3.09	0.48
2/4/15	0.43	0.87	0.21	1.17	2.01	0.37	1.54	2.31	0.45	1.86	3.23	0.57
2/5/15	0.42	0.70	0.14	1.18	1.73	0.39	1.59	2.42	0.60	1.65	2.67	0.30
2/6/15	0.64	1.10	0.11	1.45	2.14	0.33	1.68	2.59	0.50	1.93	2.94	0.34
2/7/15	0.45	0.66	0.17	1.12	1.69	0.37	1.91	2.92	1.12	2.01	3.19	0.93
2/8/15	0.46	0.83	0.19	1.12	2.07	0.34	1.91	3.22	0.72	2.11	3.68	0.49
2/9/15	0.51	0.91	0.20	1.24	1.95	0.37	1.87	2.80	0.94	1.98	3.01	0.75
2/10/15	0.47	0.82	0.23	1.15	1.69	0.42	1.70	2.41	0.74	1.86	2.87	0.43
2/11/15	0.52	0.85	0.19	1.17	1.89	0.40	1.57	2.47	0.62	1.67	2.68	0.40
2/12/15	0.44	0.72	0.22	1.13	1.79	0.41	1.60	2.41	0.55	1.81	2.83	0.36
2/13/15	0.57	1.12	0.16	1.12	1.91	0.34	1.57	2.43	0.55	1.79	2.85	0.48
2/14/15	0.44	0.77	0.30	0.95	1.52	0.41	1.51	2.41	0.50	1.82	2.94	0.55
2/15/15	0.32	0.46	0.18	1.01	1.54	0.36	1.56	2.34	0.57	1.72	2.77	0.38
2/16/15	0.36	0.54	0.17	1.12	1.75	0.37	1.67	2.40	0.54	1.76	2.85	0.31
2/17/15	0.51	1.00	0.13	1.18	1.75	0.36	1.49	2.19	0.51	1.83	2.82	0.43
2/18/15	0.48	0.92	0.22	1.05	1.73	0.41	1.52	2.29	0.50	1.87	2.82	0.43
2/19/15	0.50	1.03	0.22	1.12	1.80	0.39	1.45	2.25	0.59	1.90	2.82	0.50
2/20/15	0.45	0.89	0.18	1.12	1.67	0.39	1.45	2.20	0.58	1.81	2.72	0.49
2/21/15	0.38	0.65	0.21	1.03	1.79	0.37	1.44	2.44	0.60	1.87	2.94	0.43
2/22/15	0.34	0.54	0.21	1.08	1.64	0.34	1.53	2.40	0.53	1.87	2.90	0.41
2/23/15	0.49	0.97	0.15	1.22	1.81	0.39	1.52	2.48	0.45	1.76	3.02	0.40
2/24/15	0.45	0.76	0.20	1.16	1.66	0.38	1.50	2.28	0.55	1.65	2.75	0.37
2/25/15	0.53	1.12	0.15	1.18	1.85	0.37	1.44	2.36	0.45	1.58	2.78	0.39
2/26/15	0.50	0.76	0.22	1.06	1.57	0.39	1.41	2.27	0.51	1.83	2.96	0.49
2/27/15	0.51	0.96	0.22	1.22	1.88	0.40	1.33	2.21	0.45	1.82	2.84	0.46
2/28/15	0.45	0.89	0.19	1.19	1.77	0.37	1.33	2.30	0.49	1.94	2.97	0.48
3/1/15	0.45	0.93	0.15	1.16	1.85	0.35	1.34	2.17	0.52	2.12	3.22	0.44
3/2/15	0.52	1.08	0.24	1.31	1.89	0.41	1.29	2.08	0.36	2.05	3.09	0.50
3/3/15	0.46	0.69	0.14	1.22	1.83	0.35	1.44	2.14	0.57	2.12	3.23	0.60
3/4/15	0.50	1.05	0.25	1.35	1.94	0.37	1.41	2.19	0.49	2.12	3.41	0.54

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 21			Site 22			Site 23			CuSD Homestead Flume		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14										3.57	5.91	1.08
11/23/14										3.62	5.82	1.04
11/24/14										3.45	5.48	0.99
11/25/14										3.44	5.50	0.92
11/26/14										3.56	5.55	1.10
11/27/14										3.48	6.24	1.15
11/28/14										3.39	5.69	1.11
11/29/14										3.68	5.95	1.21
11/30/14										3.91	6.95	1.04
12/1/14										3.72	5.84	1.12
12/2/14										4.21	6.76	1.33
12/3/14										5.43	8.37	3.41
12/4/14										3.97	6.16	1.51
12/5/14										3.78	6.13	1.29
12/6/14										3.81	6.14	1.22
12/7/14										3.82	6.09	1.22
12/8/14										3.74	5.95	1.14
12/9/14										3.69	5.87	1.27
12/10/14	2.39	3.41	0.87	0.79	1.25	0.25	0.56	0.83	0.16	3.66	6.18	1.18
12/11/14	3.05	4.60	0.74	1.04	1.81	0.25	0.77	1.33	0.17	5.86	9.57	1.11
12/12/14	2.86	3.92	1.69	0.82	1.23	0.30	0.56	0.85	0.19	5.06	7.89	2.74
12/13/14	2.39	3.58	0.79	0.83	1.32	0.28	0.47	0.76	0.15	4.13	6.53	1.57
12/14/14	2.40	3.62	0.76	0.83	1.29	0.26	0.47	0.81	0.14	4.02	6.39	1.28
12/15/14	2.57	3.71	0.94	0.82	1.24	0.33	0.43	0.71	0.19	4.18	6.59	1.41
12/16/14	2.66	3.73	0.75	0.78	1.28	0.26	0.43	0.92	0.14	4.21	6.45	1.52
12/17/14	2.66	3.76	0.92	0.80	1.26	0.27	0.41	0.67	0.16	4.23	6.71	1.66
12/18/14	2.61	3.54	0.99	0.78	1.19	0.30	0.38	0.59	0.14	4.02	6.24	1.50
12/19/14	2.50	3.47	0.85	0.78	1.19	0.29	0.42	0.70	0.16	3.97	5.81	1.46
12/20/14	2.42	3.54	0.84	0.83	1.34	0.30	0.43	0.75	0.17	3.91	6.25	1.47
12/21/14	2.34	3.46	0.77	0.82	1.35	0.28	0.38	0.66	0.16	3.76	6.06	1.25
12/22/14	2.31	3.44	0.83	0.80	1.18	0.27	0.33	0.54	0.13	3.72	5.90	1.22
12/23/14	2.16	3.26	0.76	0.80	1.18	0.28	0.32	0.49	0.11	3.66	5.78	1.26
12/24/14	2.07	2.98	0.71	0.80	1.25	0.27	0.32	0.51	0.13	3.59	5.60	1.30
12/25/14	1.95	3.01	0.68	0.74	1.23	0.27	0.30	0.49	0.12	3.39	5.40	1.22
12/26/14	1.96	2.99	0.67	0.75	1.22	0.26	0.35	0.64	0.13	3.38	5.56	1.20
12/27/14	1.99	3.10	0.62	0.78	1.28	0.27	0.38	0.67	0.14	3.43	5.56	1.20
12/28/14	1.93	2.98	0.56	0.81	1.27	0.28	0.38	0.64	0.15	3.47	5.62	1.21
12/29/14	2.06	3.11	0.62	0.79	1.15	0.27	0.35	0.52	0.15	3.57	5.69	1.20
12/30/14	2.06	3.13	0.64	0.78	1.18	0.25	0.33	0.60	0.14	3.59	5.71	1.16
12/31/14	2.04	3.08	0.63	0.84	1.29	0.28	0.37	0.58	0.14	3.69	5.85	1.25
1/1/15	1.95	2.97	0.65	0.77	1.25	0.27	0.36	0.59	0.16	3.60	5.83	1.27
1/2/15	2.01	3.11	0.60	0.81	1.28	0.29	0.34	0.58	0.14	3.61	5.87	1.14
1/3/15	2.05	3.20	0.56	0.82	1.35	0.25	0.37	0.61	0.15	3.70	6.04	1.09
1/4/15	2.08	3.29	0.51	0.87	1.39	0.27	0.39	0.63	0.15	3.80	5.99	1.05
1/5/15	2.04	3.07	0.51	0.82	1.20	0.28	0.51	0.81	0.15	3.80	5.86	1.01
1/6/15	2.02	3.07	0.58	0.78	1.21	0.28	0.51	0.80	0.13	3.77	5.84	1.13
1/7/15	2.14	3.19	0.54	0.81	1.26	0.27	0.53	0.84	0.13	3.80	6.19	1.14
1/8/15	2.14	3.18	0.63	0.80	1.14	0.27	0.51	0.91	0.11	3.74	5.90	1.11
1/9/15	2.17	3.08	0.71	0.77	1.16	0.24	0.51	0.80	0.12	3.67	5.78	1.11
1/10/15	2.16	3.35	0.60	0.83	1.42	0.26	0.62	1.10	0.15	3.71	6.12	1.06
1/11/15	2.24	3.34	0.68	0.90	1.37	0.30	0.63	1.07	0.17	3.81	5.98	1.08
1/12/15	2.22	3.30	0.66	0.79	1.17	0.25	0.54	0.84	0.13	3.71	5.85	1.05
1/13/15	2.24	3.25	0.66	0.77	1.17	0.27	0.63	1.01	0.15	3.64	5.89	1.03
1/14/15	2.26	3.40	0.68	0.77	1.18	0.22	0.64	0.98	0.17	3.65	6.15	1.01
1/15/15	2.19	3.29	0.66	0.76	1.17	0.28	0.60	1.01	0.17	3.62	5.67	1.02
1/16/15	2.07	3.21	0.60	0.73	1.13	0.24	0.57	1.04	0.15	3.59	5.86	1.12

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Site 21			Site 22			Site 23			CuSD Homestead Flume		
Date	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**	**Avg.**	**Max.**	**Min.**
1/17/15	1.97	3.41	0.41	0.77	1.31	0.20	0.49	0.86	0.15	3.62	5.99	1.13
1/18/15	2.15	3.42	0.48	0.78	1.30	0.23	0.46	0.74	0.11	3.60	5.86	0.99
1/19/15	2.34	3.42	0.73	0.78	1.21	0.21	0.61	1.00	0.15	3.69	5.79	1.06
1/20/15	2.31	3.30	0.71	0.73	1.13	0.23	0.63	1.00	0.19	3.59	5.75	1.04
1/21/15	2.31	3.39	0.75	0.74	1.17	0.23	0.59	0.99	0.19	3.62	6.11	1.12
1/22/15	2.31	3.29	0.65	0.73	1.14	0.23	0.54	0.89	0.19	3.60	5.77	1.05
1/23/15	2.30	3.30	0.74	0.73	1.14	0.23	0.54	0.85	0.12	3.48	5.84	1.04
1/24/15	2.26	3.50	0.70	0.80	1.35	0.25	0.64	1.19	0.20	3.51	6.01	0.96
1/25/15	2.29	3.51	0.55	0.88	1.40	0.24	0.63	1.14	0.17	3.66	5.96	0.93
1/26/15	2.23	3.23	0.64	0.81	1.22	0.25	0.62	1.08	0.21	3.54	6.01	0.98
1/27/15	2.24	3.18	0.65	0.73	1.14	0.23	0.54	0.94	0.14	3.55	5.58	0.93
1/28/15	2.22	3.23	0.70	0.77	1.20	0.23	0.63	0.97	0.15	3.50	6.06	0.99
1/29/15	2.22	3.31	0.66	0.73	1.10	0.23	0.67	0.98	0.18	3.47	5.88	0.97
1/30/15	2.28	3.46	0.69	0.71	1.08	0.22	0.57	0.94	0.16	3.49	5.71	0.95
1/31/15	2.31	3.69	0.67	0.84	1.39	0.23	0.57	0.94	0.19	3.58	6.08	0.99
2/1/15	2.41	3.73	0.64	0.81	1.30	0.22	0.51	0.92	0.10	3.62	6.07	0.97
2/2/15	2.54	3.90	0.76	0.76	1.16	0.23	0.62	0.99	0.18	3.51	5.82	0.93
2/3/15	2.50	3.62	0.80	0.68	1.14	0.21	0.64	0.95	0.17	3.50	5.72	0.94
2/4/15	2.39	3.76	0.77	0.71	1.13	0.22	0.63	0.97	0.18	3.54	6.09	1.00
2/5/15	2.27	3.40	0.65	0.75	1.21	0.24	0.63	0.98	0.19	3.47	5.92	1.00
2/6/15	2.62	4.02	0.64	0.83	1.29	0.23	0.69	1.12	0.17	4.22	6.75	1.02
2/7/15	2.60	3.70	1.15	0.80	1.30	0.25	0.67	1.21	0.17	4.32	7.03	1.84
2/8/15	2.69	4.54	0.81	0.88	1.48	0.26	0.70	1.32	0.17	4.49	8.11	1.17
2/9/15	2.56	3.65	0.91	0.76	1.17	0.23	0.68	1.22	0.20	4.19	6.75	1.66
2/10/15	2.43	3.50	0.73	0.73	1.12	0.23	0.65	1.05	0.19	3.80	6.14	1.27
2/11/15	2.38	3.64	0.74	0.75	1.17	0.21	0.64	1.04	0.19	3.65	6.25	1.13
2/12/15	2.31	3.45	0.66	0.74	1.16	0.23	0.61	1.01	0.17	3.60	6.06	1.10
2/13/15	2.32	3.43	0.70	0.75	1.15	0.24	0.62	1.10	0.16	3.51	5.75	1.10
2/14/15	2.36	3.56	0.79	0.81	1.32	0.24	0.60	1.13	0.19	3.54	6.19	1.06
2/15/15	2.25	3.45	0.66	0.81	1.32	0.24	0.55	0.95	0.18	3.41	5.69	1.10
2/16/15	2.25	3.40	0.60	0.87	1.32	0.26	0.53	0.90	0.13	3.57	5.89	1.05
2/17/15	2.33	3.37	0.66	0.79	1.22	0.27	0.66	1.04	0.19	3.59	5.82	1.07
2/18/15	2.22	3.36	0.65	0.79	1.17	0.27	0.63	1.07	0.19	3.57	5.71	1.02
2/19/15	2.27	3.26	0.72	0.79	1.17	0.27	0.60	0.93	0.16	3.54	5.59	1.10
2/20/15	2.24	3.33	0.72	0.79	1.24	0.28	0.63	0.94	0.17	3.52	5.43	1.09
2/21/15	2.30	3.59	0.66	0.82	1.34	0.27	0.72	1.23	0.26	3.58	5.93	1.06
2/22/15	2.42	3.58	0.65	0.85	1.31	0.26	0.71	1.15	0.22	3.76	6.05	1.06
2/23/15	2.38	3.57	0.67	0.78	1.18	0.25	0.64	1.12	0.19	3.76	6.17	1.02
2/24/15	2.29	3.48	0.66	0.77	1.17	0.26	0.58	0.87	0.17	3.69	6.10	1.09
2/25/15	2.42	3.67	0.68	0.77	1.19	0.25	0.60	0.95	0.17	3.70	6.35	1.07
2/26/15	2.42	3.75	0.67	0.76	1.18	0.24	0.59	0.97	0.15	3.65	5.98	1.08
2/27/15	2.42	3.61	0.62	0.75	1.19	0.21	0.58	0.86	0.17	3.61	5.99	1.06
2/28/15	2.42	3.84	0.65	0.82	1.36	0.22	0.60	0.96	0.15	3.70	6.10	1.03
3/1/15	2.48	3.76	0.64	0.85	1.36	0.25	0.50	0.77	0.13	3.79	6.22	1.11
3/2/15	2.50	3.79	0.76	0.78	1.26	0.22	0.56	0.85	0.11	3.73	6.16	1.08
3/3/15	2.47	3.54	0.86	0.76	1.21	0.24	0.61	0.92	0.15	3.72	6.05	1.19
3/4/15	2.43	3.74	0.67	0.77	1.25	0.23	0.61	0.97	0.17	3.67	6.35	1.05

City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Guad (SE) V&A			Guad (SE) FloDar			Guad (NW) V&A			Guad (NW) FloDar		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
11/22/14												
11/23/14												
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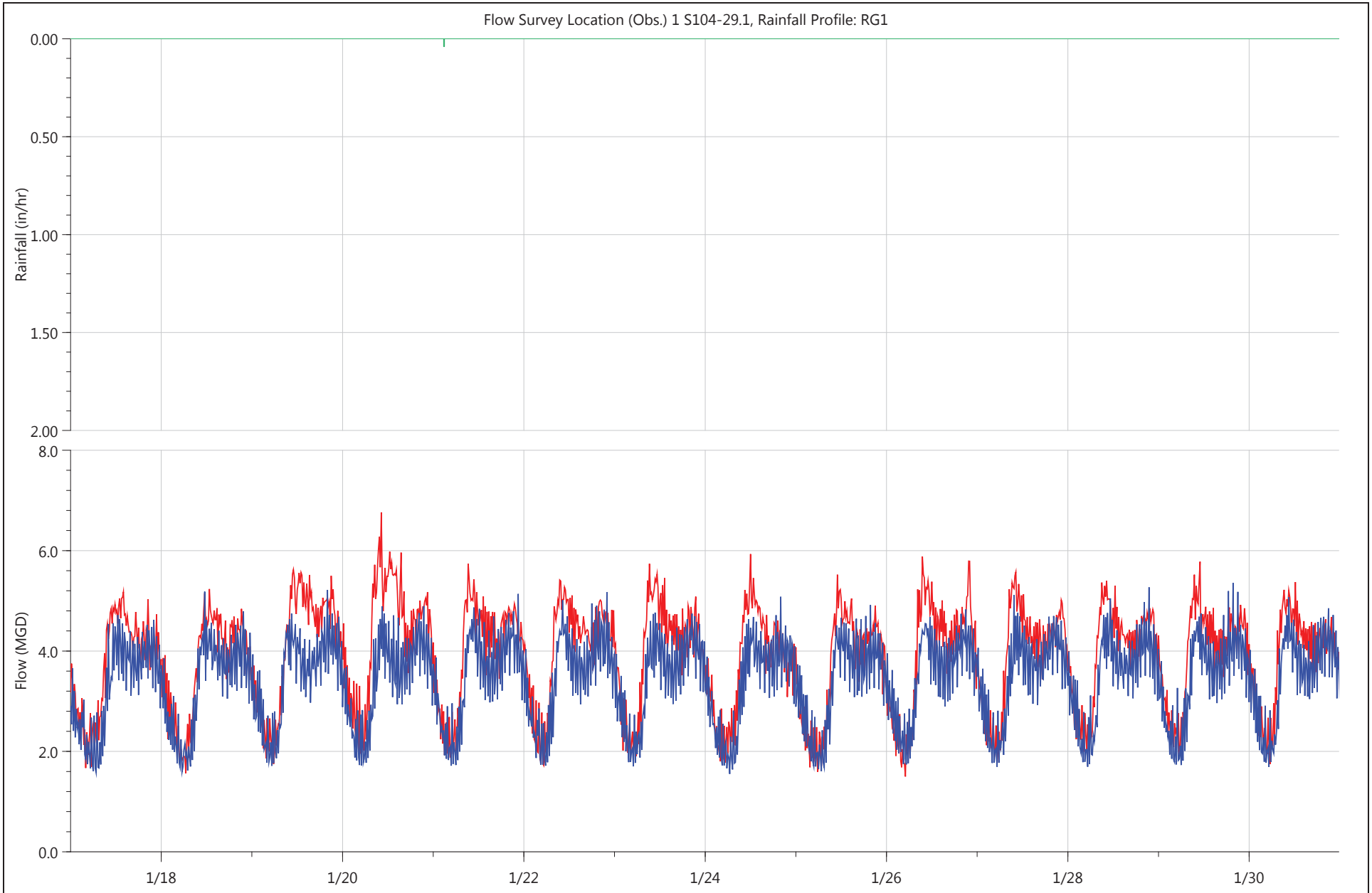
1/8/15												
1/9/15	3.59	4.44	2.14	3.21	4.07	1.75	0.90	1.61	0.01	0.95	1.63	0.19
1/10/15	3.77	5.02	2.22	3.34	4.60	1.71	0.99	1.97	0.01	1.07	2.03	0.19
1/11/15	3.91	5.03	2.05	3.50	4.59	1.78	1.10	1.93	0.01	1.15	2.01	0.19
1/12/15	3.98	5.22	2.26	3.55	4.55	1.81	1.15	1.94	0.02	1.22	1.93	0.19
1/13/15	3.94	5.03	2.17	3.57	4.61	1.82	1.13	1.90	0.02	1.21	1.99	0.20
1/14/15	3.97	5.03	2.43	3.57	4.60	2.05	1.12	1.85	0.05	1.18	1.94	0.21
1/15/15	3.89	4.86	1.98	3.55	4.44	1.72	1.13	1.73	0.01	1.23	1.85	0.19
1/16/15	3.93	4.91	2.41	3.50	4.34	2.04	1.10	1.67	0.02	1.16	1.80	0.20

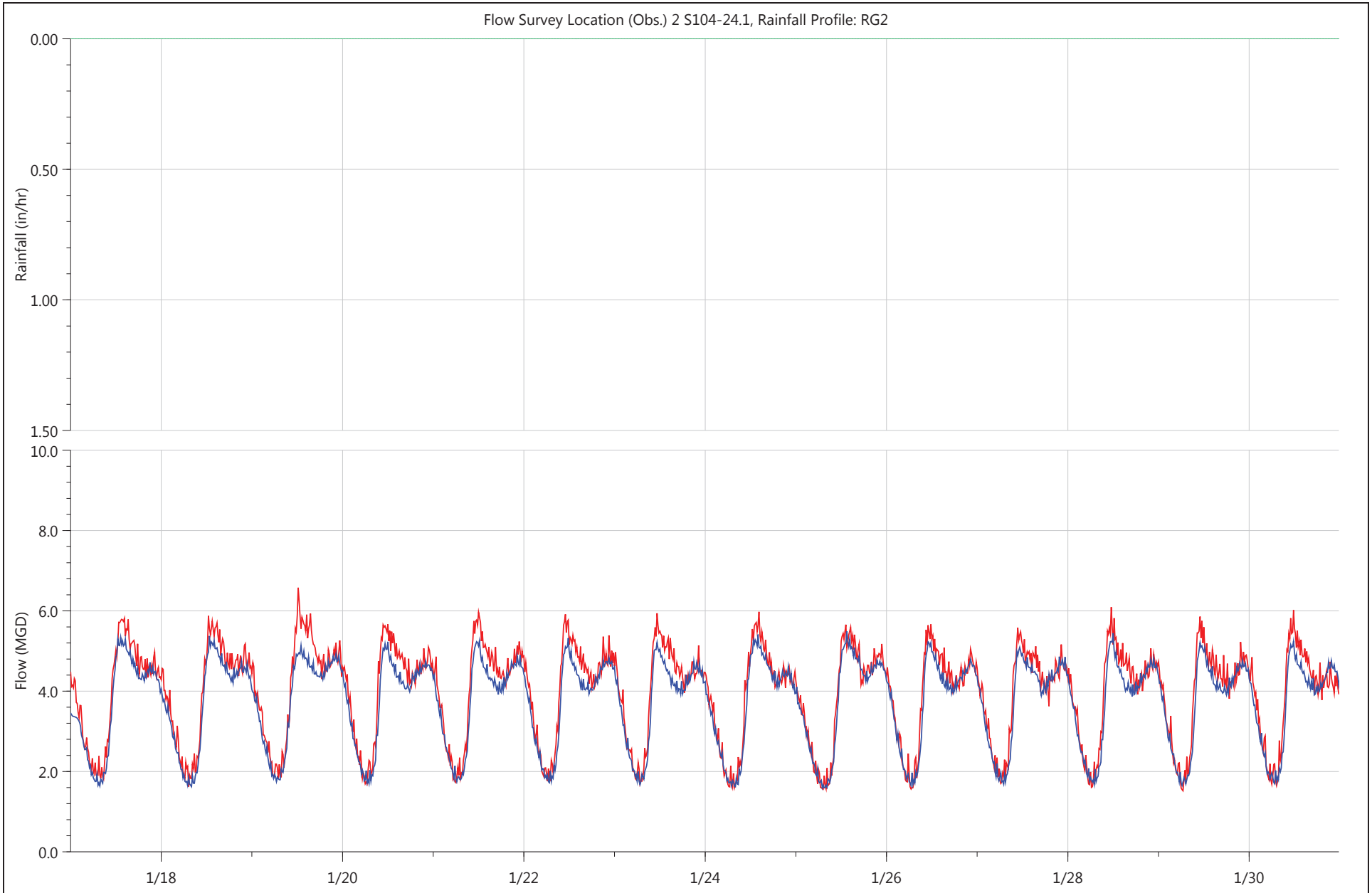
City of Santa Clara 2014/15 Flow Monitoring
Daily Flow Data (MGD)

	Guad (SE) V&A			Guad (SE) FloDar			Guad (NW) V&A			Guad (NW) FloDar		
Date	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.	Avg.	Max.	Min.
1/17/15	3.81	5.03	2.19	3.37	4.41	1.78	1.00	1.80	0.01	1.07	1.82	0.19
1/18/15	3.77	4.86	2.23	3.32	4.29	1.82	0.94	1.68	0.03	1.01	1.78	0.20
1/19/15	3.96	5.14	2.11	3.57	4.66	1.78	1.12	2.03	0.03	1.27	2.24	0.20
1/20/15	3.91	4.72	2.26	3.53	4.40	1.92	1.08	1.67	0.02	1.22	1.86	0.20
1/21/15	3.92	4.82	2.25	3.56	4.47	1.84	1.12	1.78	0.03	1.23	1.95	0.20
1/22/15	3.92	4.92	2.13	3.50	4.45	1.82	1.08	1.76	0.01	1.19	1.90	0.20
1/23/15	4.04	5.45	2.11	3.58	5.11	1.70	1.14	2.12	0.03	1.27	2.53	0.20
1/24/15	3.77	5.07	2.00	3.32	4.61	1.72	0.94	1.78	0.02	1.06	1.97	0.20
1/25/15	3.73	5.12	2.00	3.33	4.66	1.62	1.00	1.99	0.01	1.11	2.14	0.19
1/26/15	3.86	5.03	2.16	3.43	4.39	1.66	1.09	1.86	0.01	1.20	1.95	0.19
1/27/15	3.90	4.82	2.43	3.45	4.30	1.92	1.08	1.85	0.03	1.19	1.89	0.20
1/28/15	3.91	4.88	2.22	3.46	4.43	1.90	1.09	1.81	0.01	1.20	2.03	0.19
1/29/15	4.00	5.30	2.41	3.59	4.80	1.95	1.17	1.99	0.01	1.32	2.38	0.20
1/30/15	3.98	5.06	2.25	3.51	4.58	1.84	1.12	1.89	0.00	1.22	2.08	0.19
1/31/15	3.92	5.17	2.23	3.44	4.53	1.90	1.02	1.86	0.01	1.14	2.00	0.19
2/1/15	3.82	5.08	2.11	3.37	4.55	1.63	1.00	1.89	0.01	1.13	2.08	0.13
2/2/15	3.91	5.27	2.10	3.45	4.54	1.70	1.06	1.94	0.01	1.20	2.07	0.18
2/3/15	3.98	5.00	2.27	3.49	4.49	1.93	1.05	1.91	0.02	1.18	1.99	0.19
2/4/15	4.00	5.30	2.38	3.55	4.76	1.77	1.07	1.90	0.00	1.23	2.21	0.19
2/5/15	3.98	5.22	2.40	3.53	4.57	2.04	1.06	1.75	0.00	1.22	2.06	0.19
2/6/15	4.40	5.55	2.12	4.00	5.12	1.76	1.43	2.64	0.00	1.68	2.83	0.19
2/7/15	4.47	5.48	3.12	4.07	5.03	2.68	1.51	2.33	0.38	1.66	2.60	0.35
2/8/15	4.38	5.59	2.74	3.99	5.18	2.25	1.52	2.60	0.10	1.67	2.91	0.23
2/9/15	4.68	5.80	3.10	4.27	5.33	2.64	1.73	2.64	0.38	1.96	3.22	0.35
2/10/15	4.38	5.29	3.05	3.96	4.82	2.58	1.49	2.25	0.35	1.65	2.43	0.32
2/11/15	4.31	5.24	2.71	3.89	4.84	2.36	1.43	2.40	0.19	1.62	2.65	0.26
2/12/15	4.14	4.95	2.74	3.73	4.69	2.32	1.29	2.01	0.13	1.43	2.28	0.25
2/13/15	4.29	5.57	2.73	3.84	4.88	2.31	1.40	2.39	0.18	1.59	2.58	0.26
2/14/15	4.00	5.06	2.64	3.55	4.49	2.15	1.21	2.07	0.05	1.30	2.20	0.22
2/15/15	3.82	4.93	2.27	3.38	4.43	1.83	1.03	1.82	0.00	1.14	1.98	0.19
2/16/15	4.02	5.21	2.23	3.60	4.67	1.90	1.14	2.04	0.00	1.33	2.27	0.19
2/17/15	4.13	5.13	2.81	3.67	4.68	2.33	1.22	2.07	0.12	1.42	2.31	0.25
2/18/15	4.03	5.06	2.53	3.54	4.50	2.02	1.06	1.70	0.01	1.27	2.11	0.19
2/19/15	3.98	4.98	2.46	3.55	4.58	2.06	1.18	2.00	0.01	1.23	2.09	0.19
2/20/15	3.97	4.92	2.50	3.51	4.38	2.11	1.16	1.89	0.01	1.21	1.97	0.20
2/21/15	3.86	4.93	2.44	3.47	4.65	2.07	1.09	2.14	0.00	1.21	2.31	0.19
2/22/15	3.82	5.22	2.27	3.43	4.65	1.89	1.12	2.22	0.00	1.21	2.27	0.18
2/23/15	3.94	5.10	2.28	3.56	4.59	1.97	1.23	2.02	0.00	1.33	2.29	0.19
2/24/15	3.94	4.95	2.25	3.44	4.43	1.80	1.11	1.88	0.00	1.18	1.96	0.19
2/25/15	3.98	5.04	2.35	3.59	4.52	2.01	1.22	2.13	0.01	1.36	2.19	0.20
2/26/15	3.90	4.93	2.30	3.45	4.50	1.90	1.07	1.85	0.00	1.20	2.08	0.18
2/27/15	3.87	4.96	2.38	3.50	4.58	1.97	1.09	1.96	0.00	1.22	2.11	0.18
2/28/15	3.72	5.01	2.31	3.38	4.45	1.92	1.00	1.93	0.00	1.10	2.06	0.18
3/1/15	3.90	5.09	1.99	3.56	4.81	1.71	1.15	2.08	0.00	1.31	2.40	0.18
3/2/15	4.15	5.12	2.30	3.88	4.95	1.90	1.29	2.16	0.00	1.54	2.43	0.19
3/3/15	3.96	4.97	2.18	3.73	4.64	1.95	1.15	1.96	0.00	1.36	2.10	0.19
3/4/15	3.87	4.90	2.22	3.61	4.67	1.94	1.14	1.93	0.00	1.32	2.20	0.19

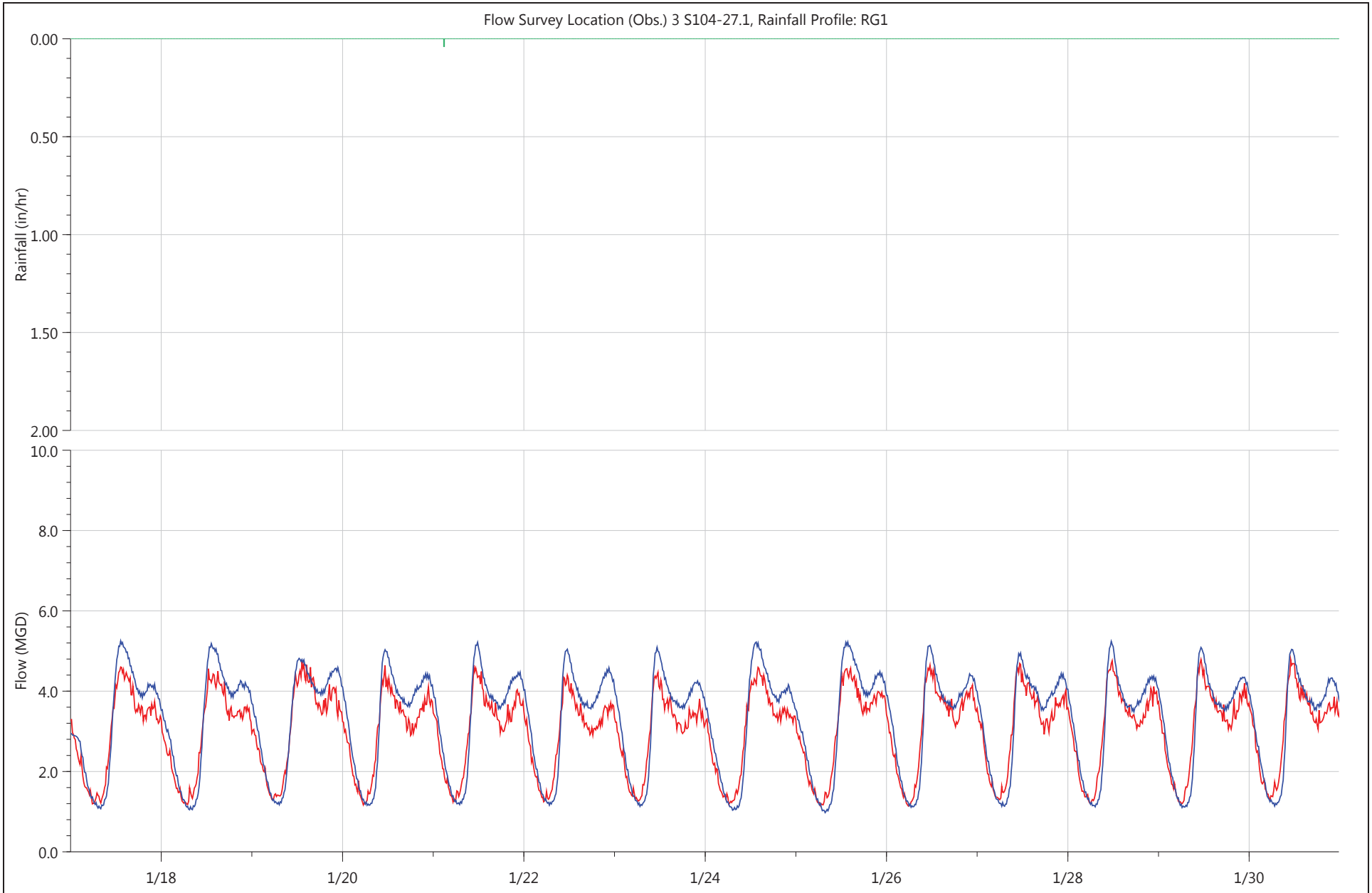
Appendix B - Dry Weather Flow Calibration Graphs



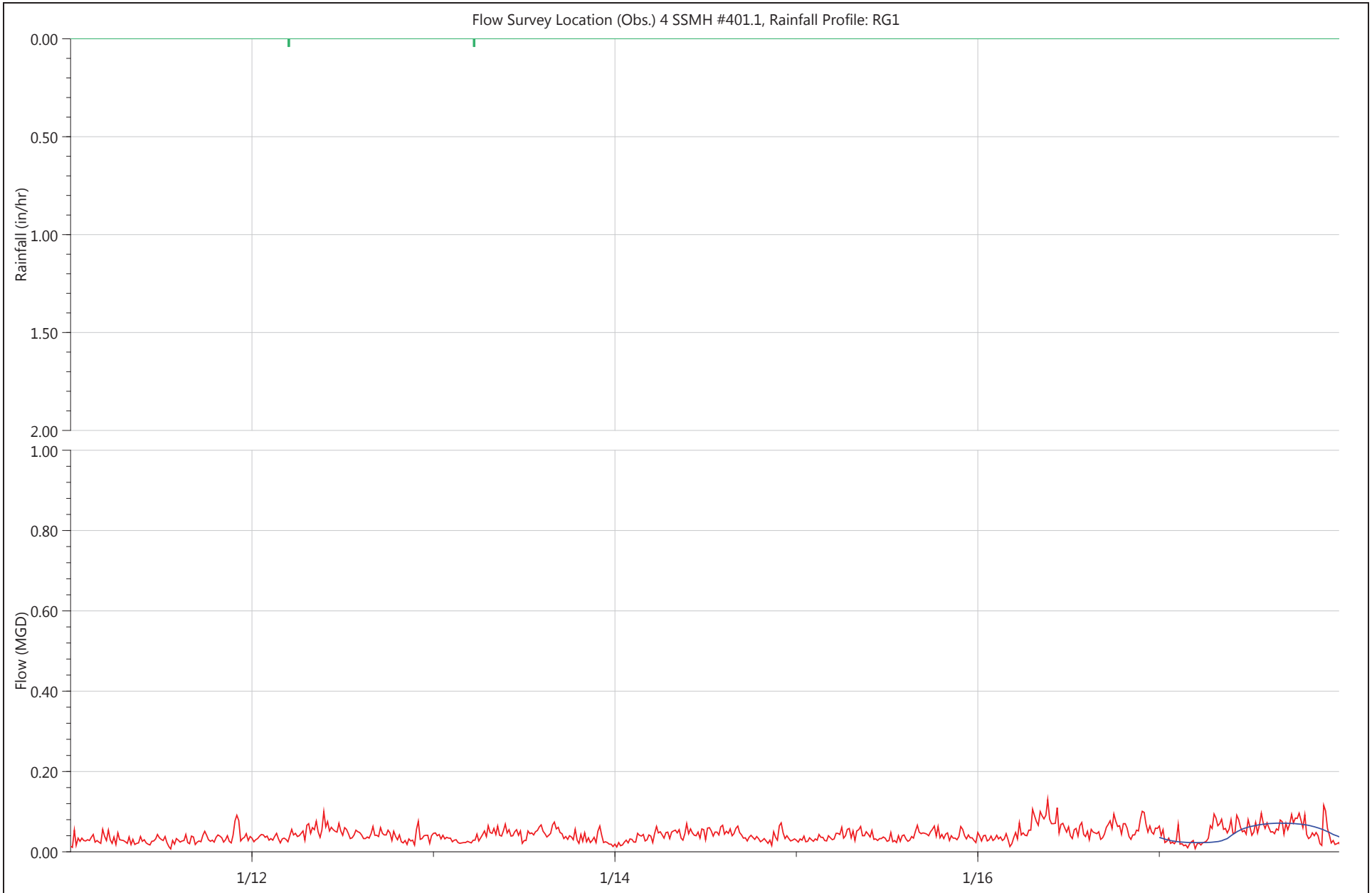
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.010	0.040	0.000			
Obs.				1.500	6.760	54.726
..._1/17/2015+14D (w/GWI)>DWF				1.552	5.356	47.865



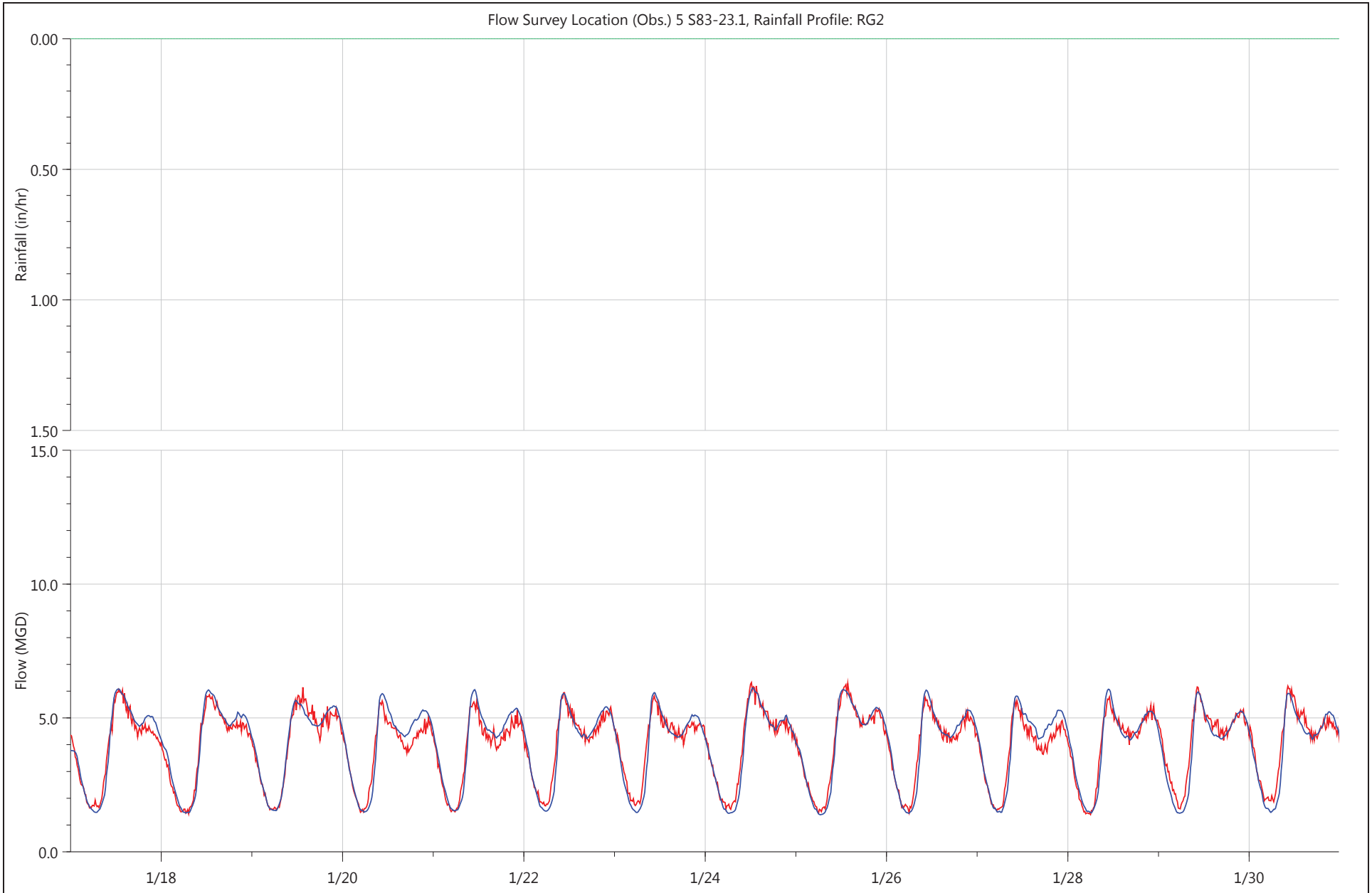
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				1.520	6.578	55.623
..._1/17/2015+14D (w/GWI)>DWF				1.593	5.492	51.975



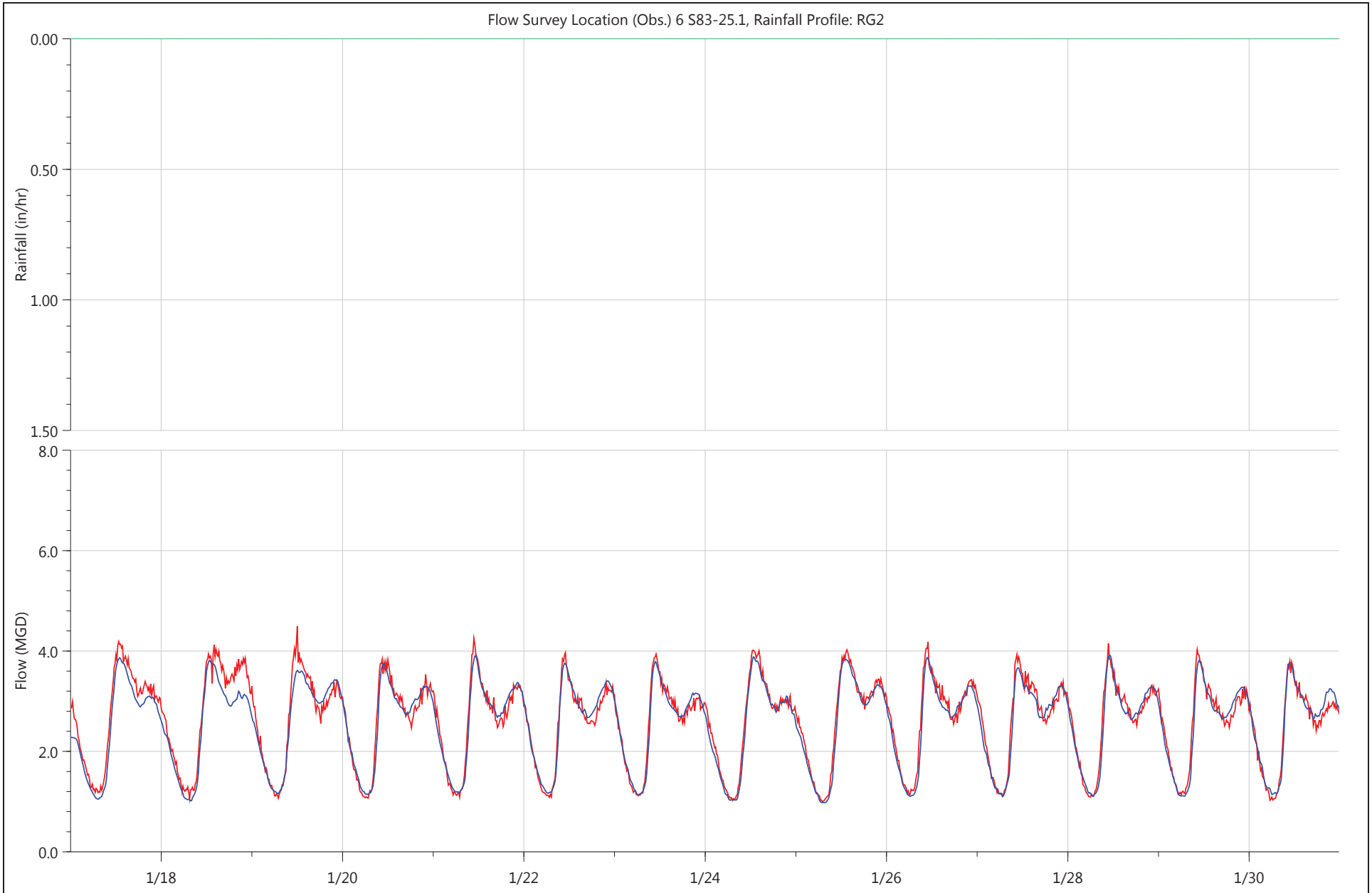
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.010	0.040	0.000			
Obs.				1.142	4.790	42.272
..._1/17/2015+14D (w/GWI)>DWF				0.976	5.251	45.765



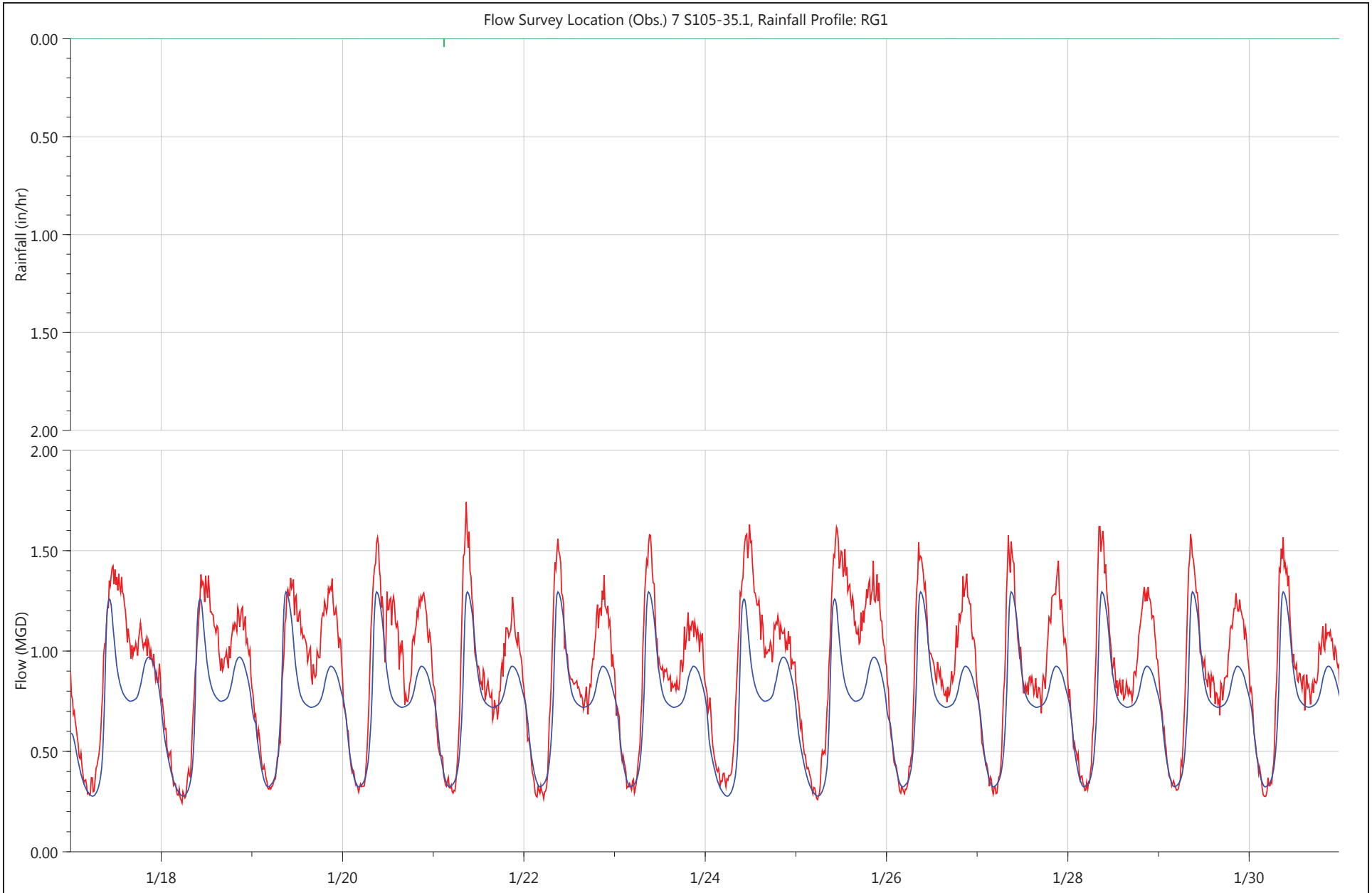
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.007	0.130	0.299
..._1/17/2015+14D (w/GWI)>DWF				0.023	0.071	0.048



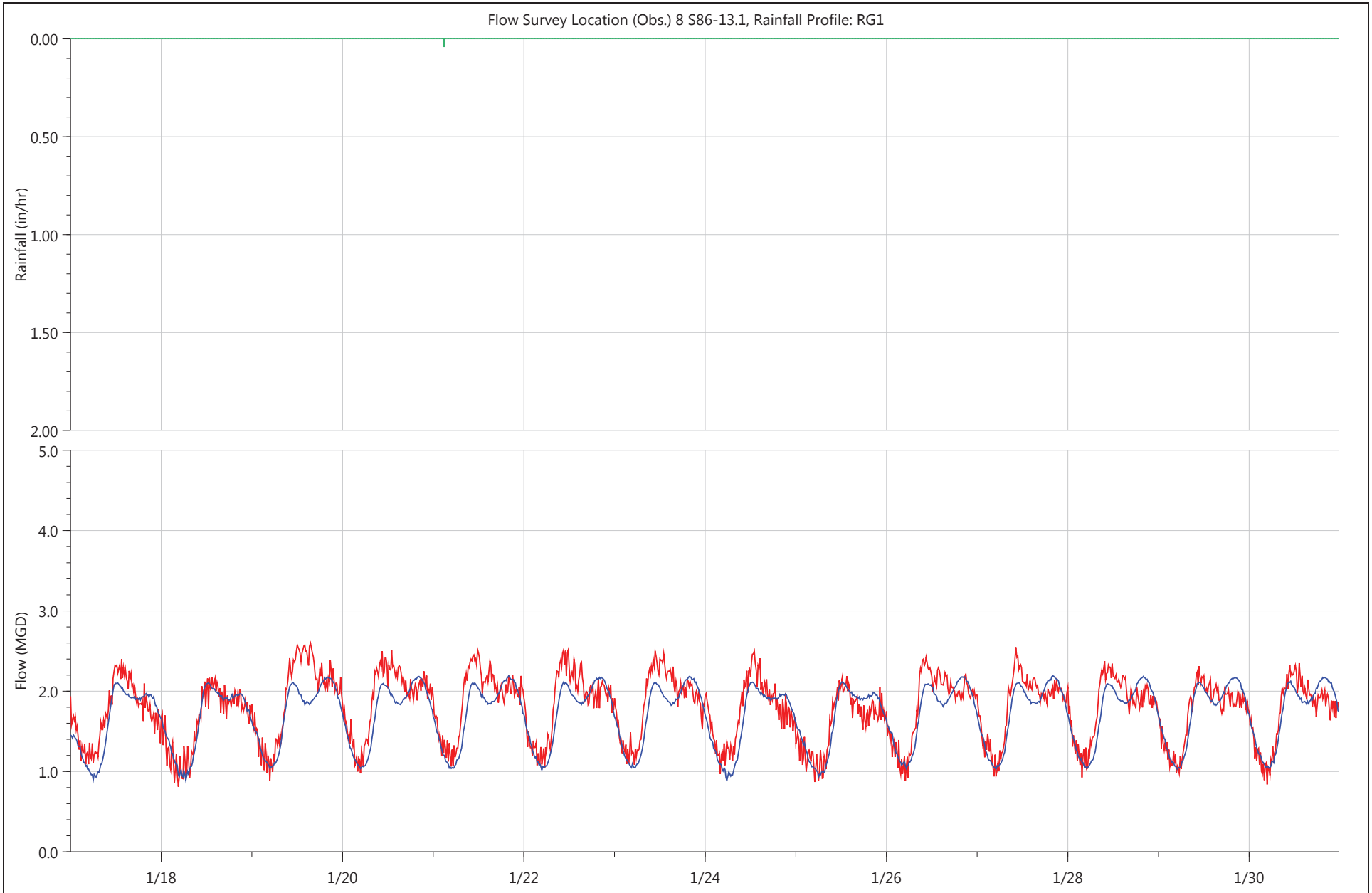
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				1.390	6.323	55.644
..._1/17/2015+14D (w/GWI)>DWF				1.380	6.119	55.886



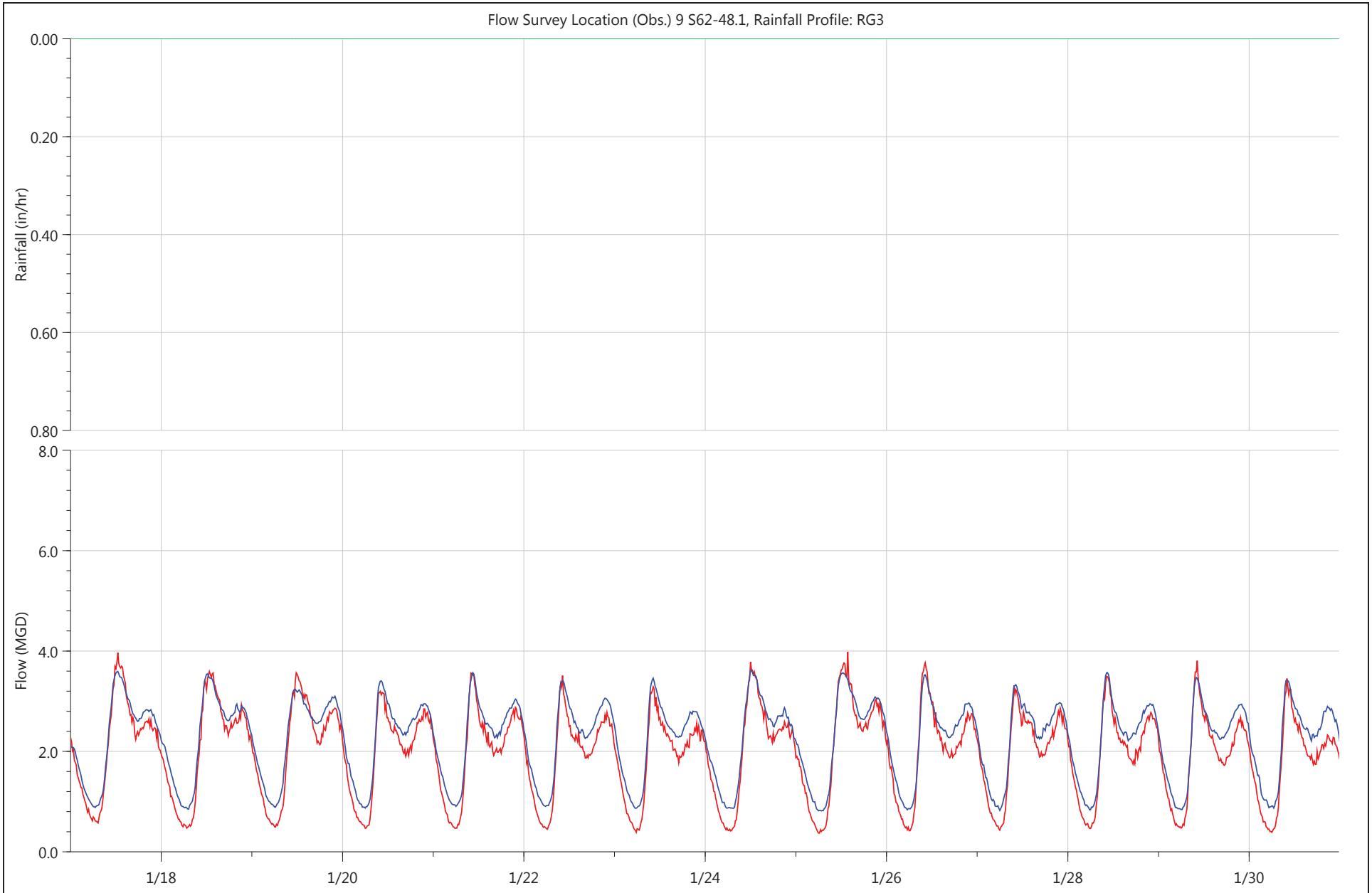
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				1.004	4.493	36.689
..._1/17/2015+14D (w/GWI)>DWF				0.977	3.919	35.608



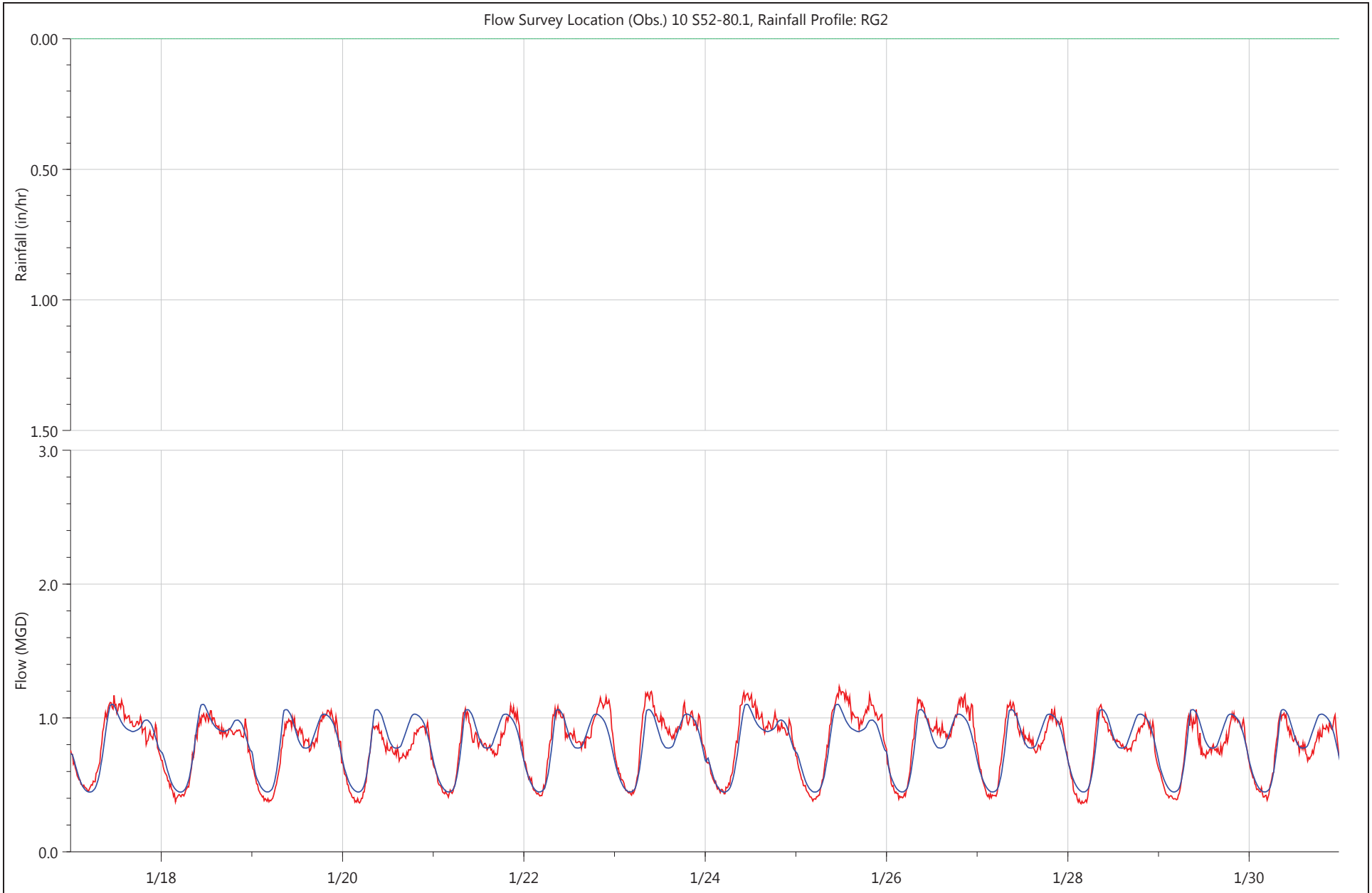
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.010	0.040	0.000			
Obs.				0.243	1.742	12.512
..._1/17/2015+14D (w/GWI)>DWF				0.277	1.295	10.337



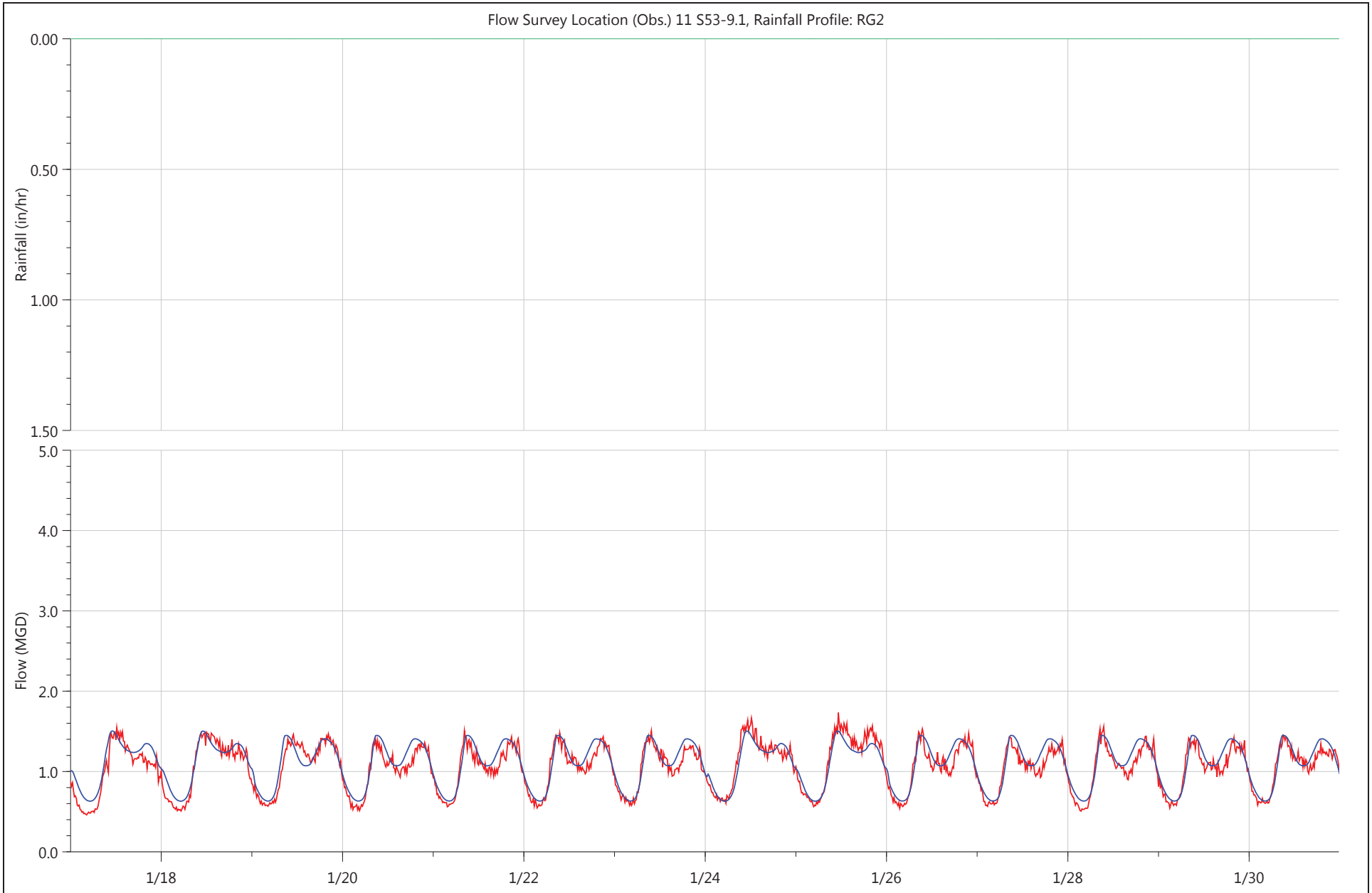
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.010	0.040	0.000			
Obs.				0.811	2.598	25.025
..._1/17/2015+14D (w/GWI)>DWF				0.889	2.192	23.795



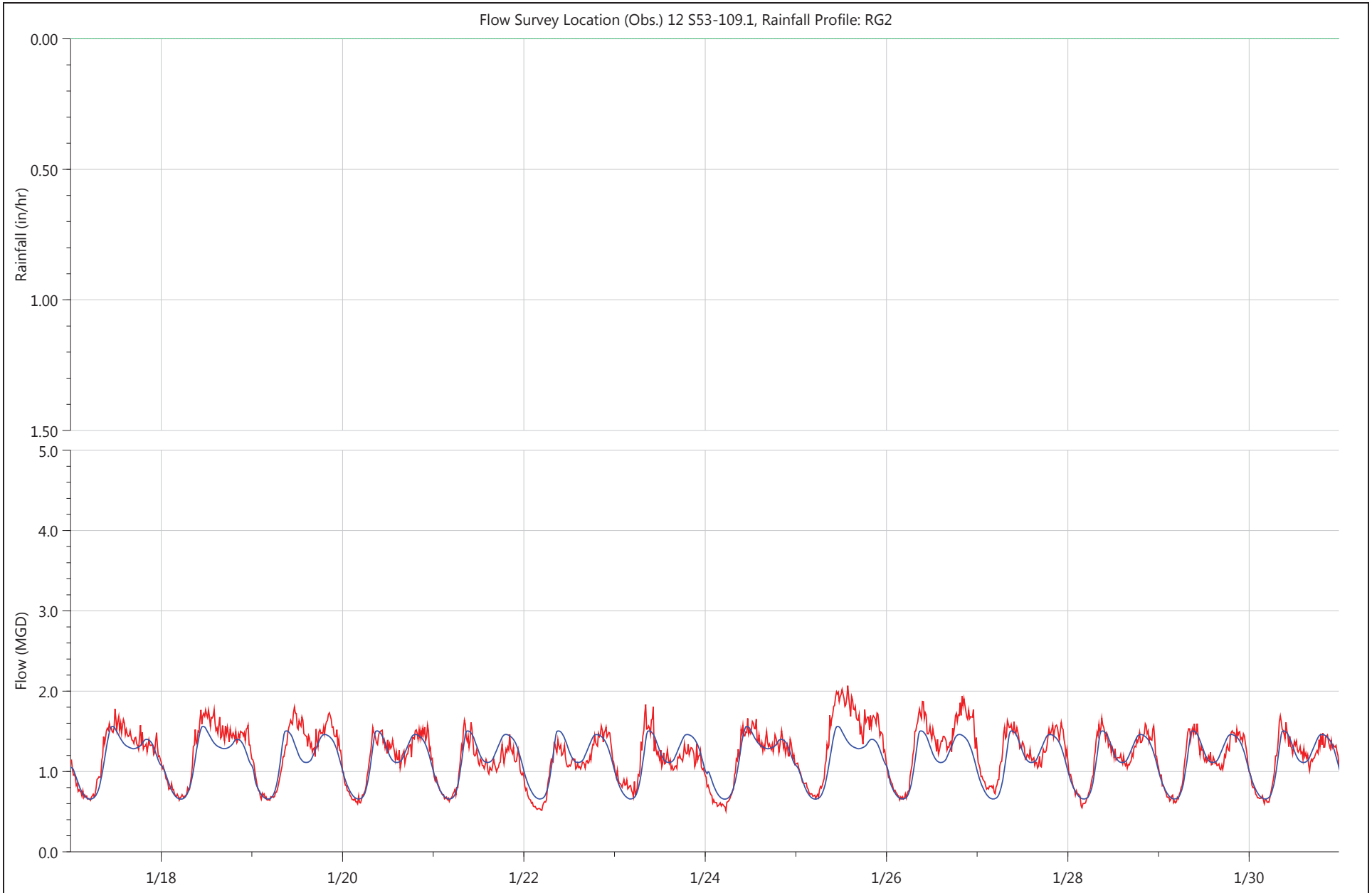
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.371	3.982	27.716
..._1/17/2015+14D (w/GWI)>DWF				0.815	3.622	31.439



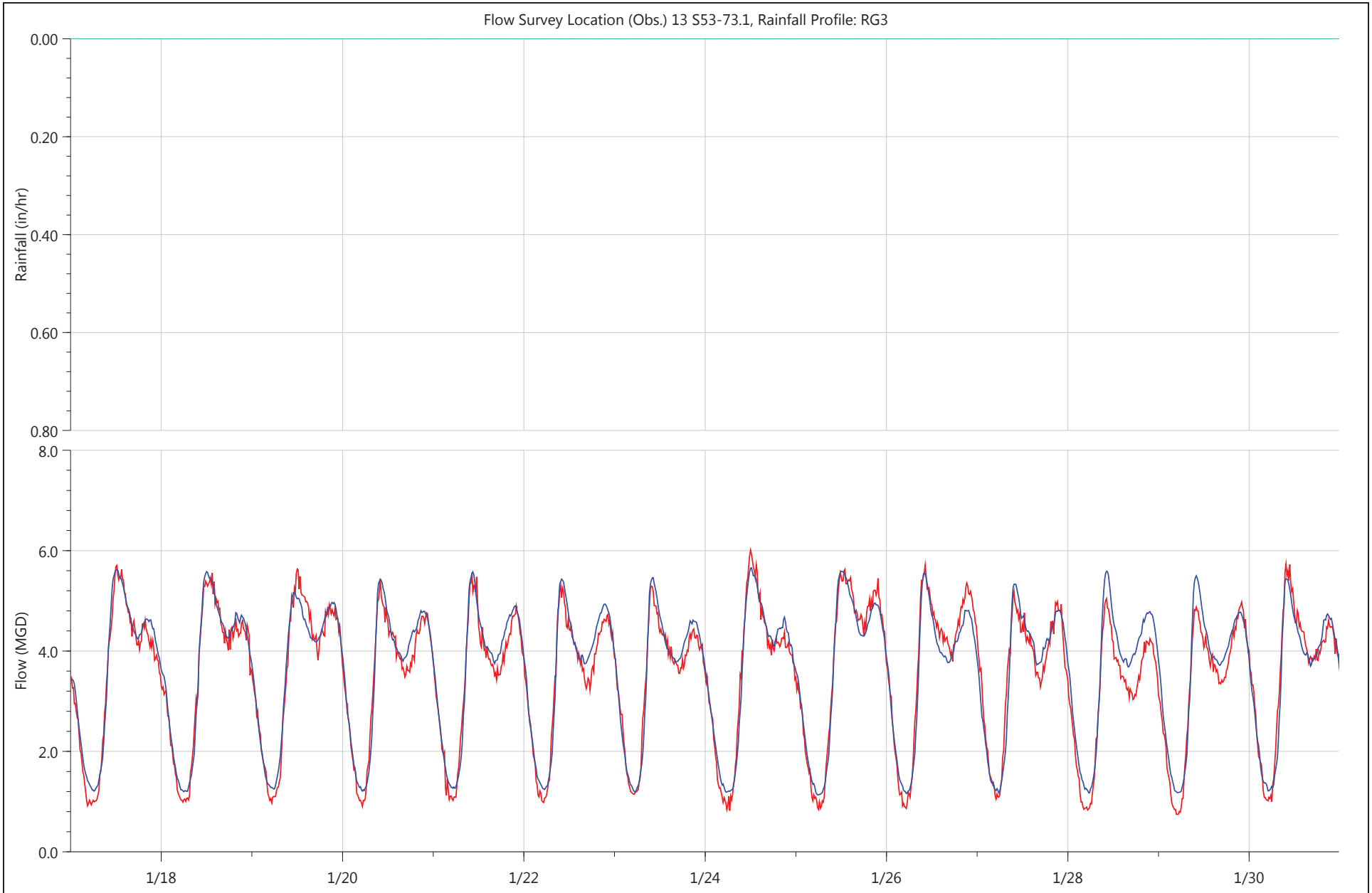
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.359	1.233	11.168
..._1/17/2015+14D (w/GWI)>DWF				0.446	1.101	11.167



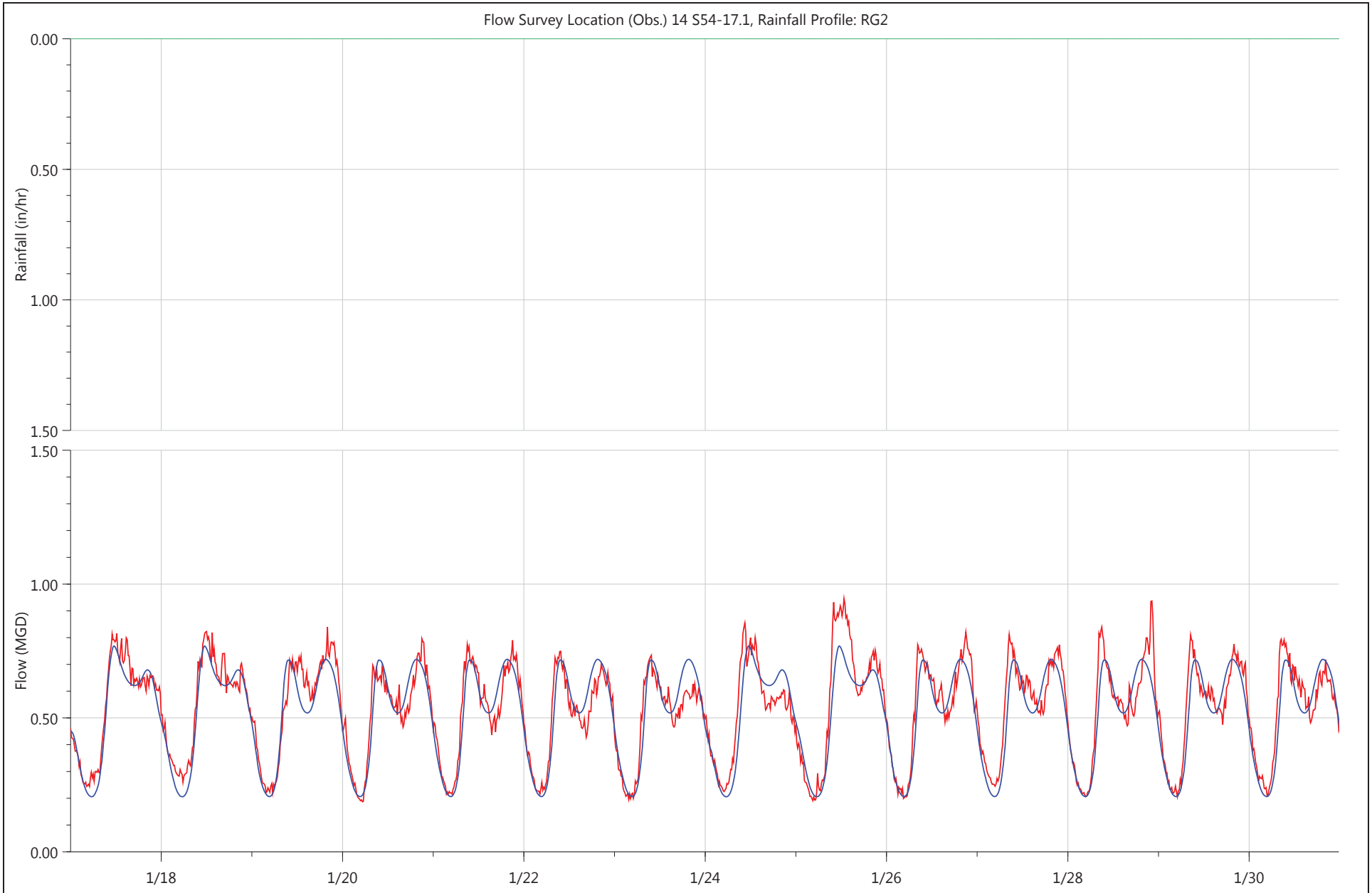
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.459	1.733	14.801
..._1/17/2015+14D (w/GWI)>DWF				0.631	1.502	15.391



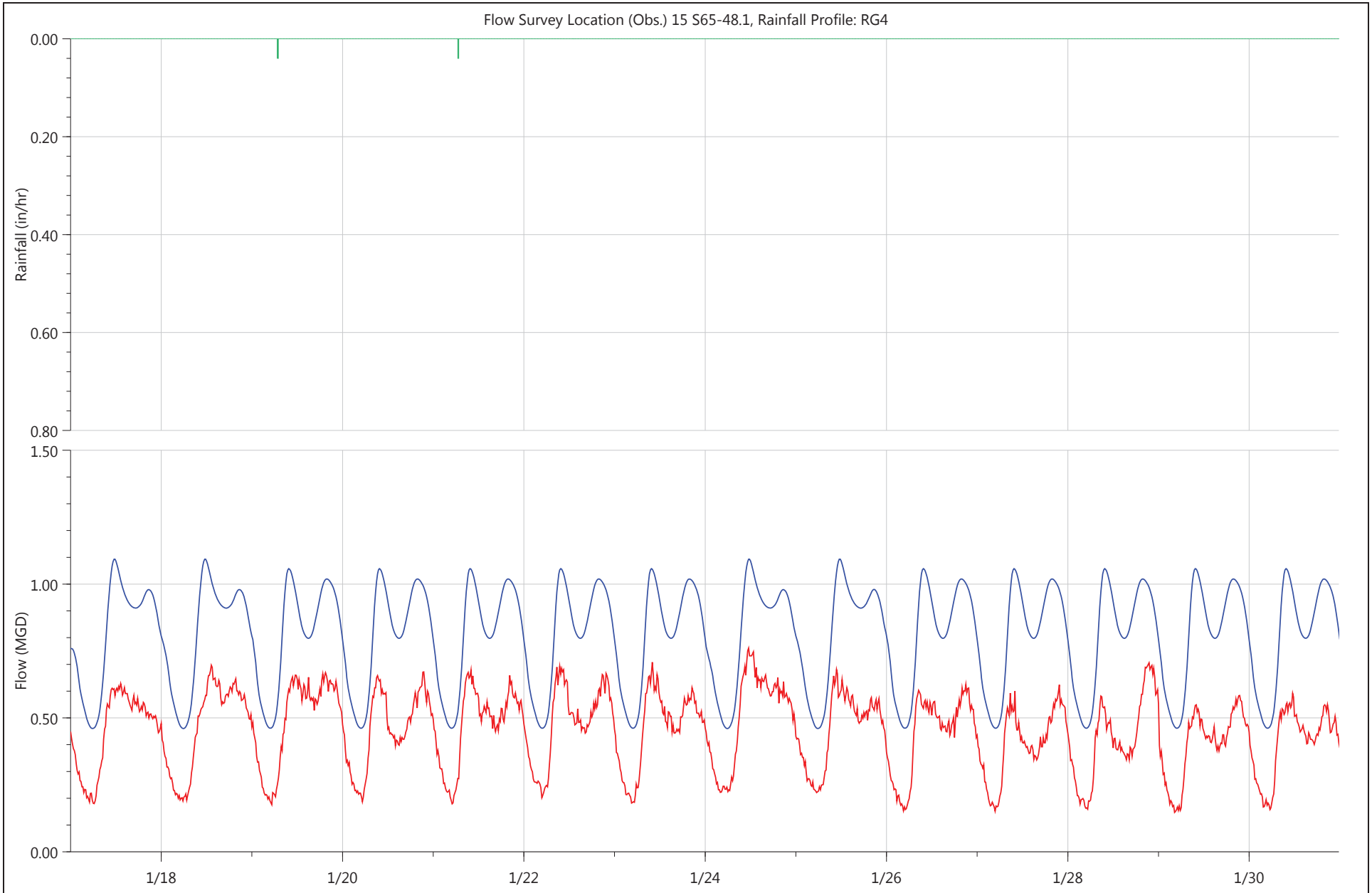
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.511	2.069	16.722
..._1/17/2015+14D (w/GWI)>DWF				0.656	1.560	15.990



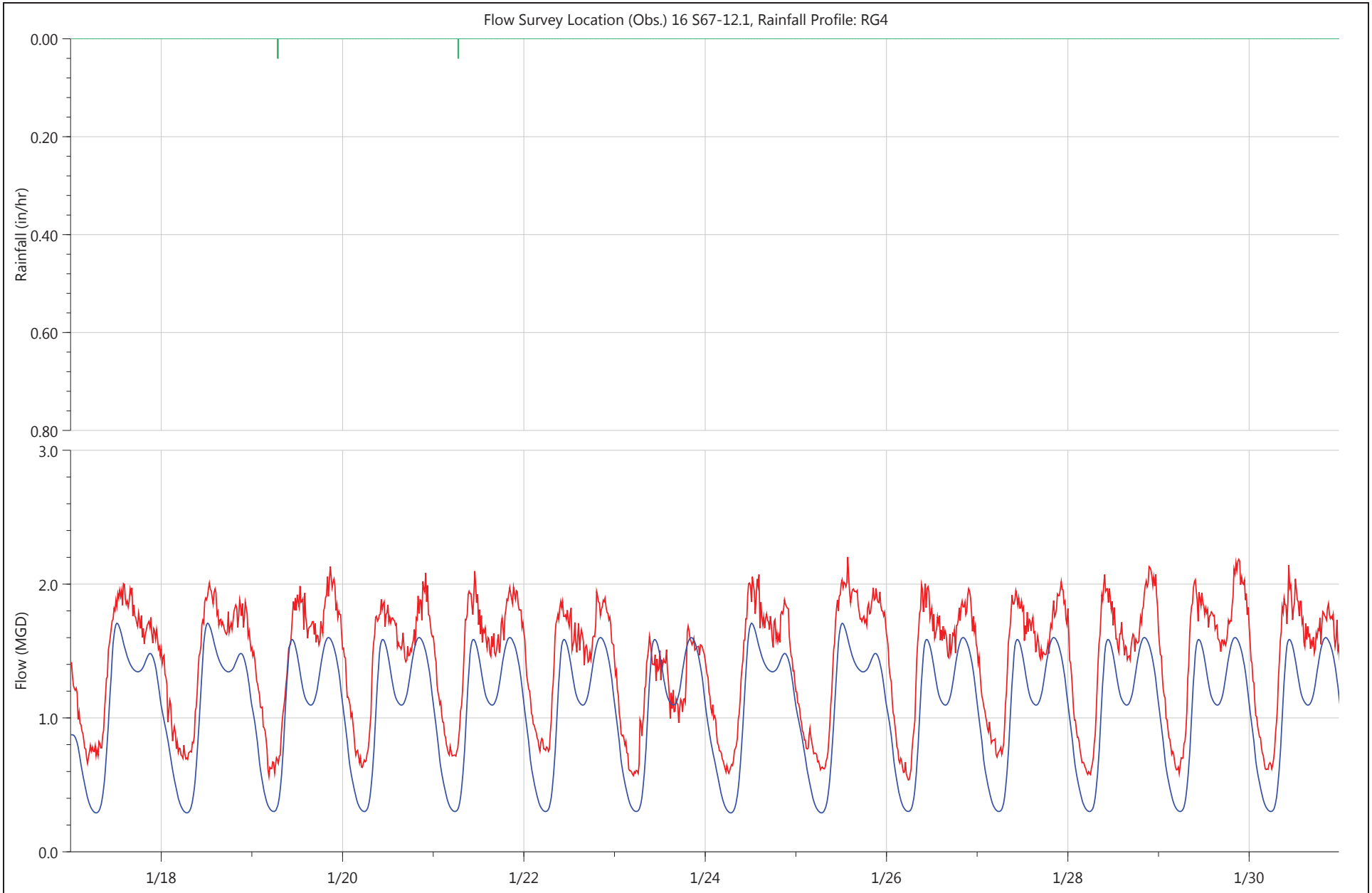
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.745	6.011	48.962
..._1/17/2015+14D (w/GWI)>DWF				1.133	5.656	50.242



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.187	0.946	7.479
..._1/17/2015+14D (w/GWI)>DWF				0.206	0.769	7.200

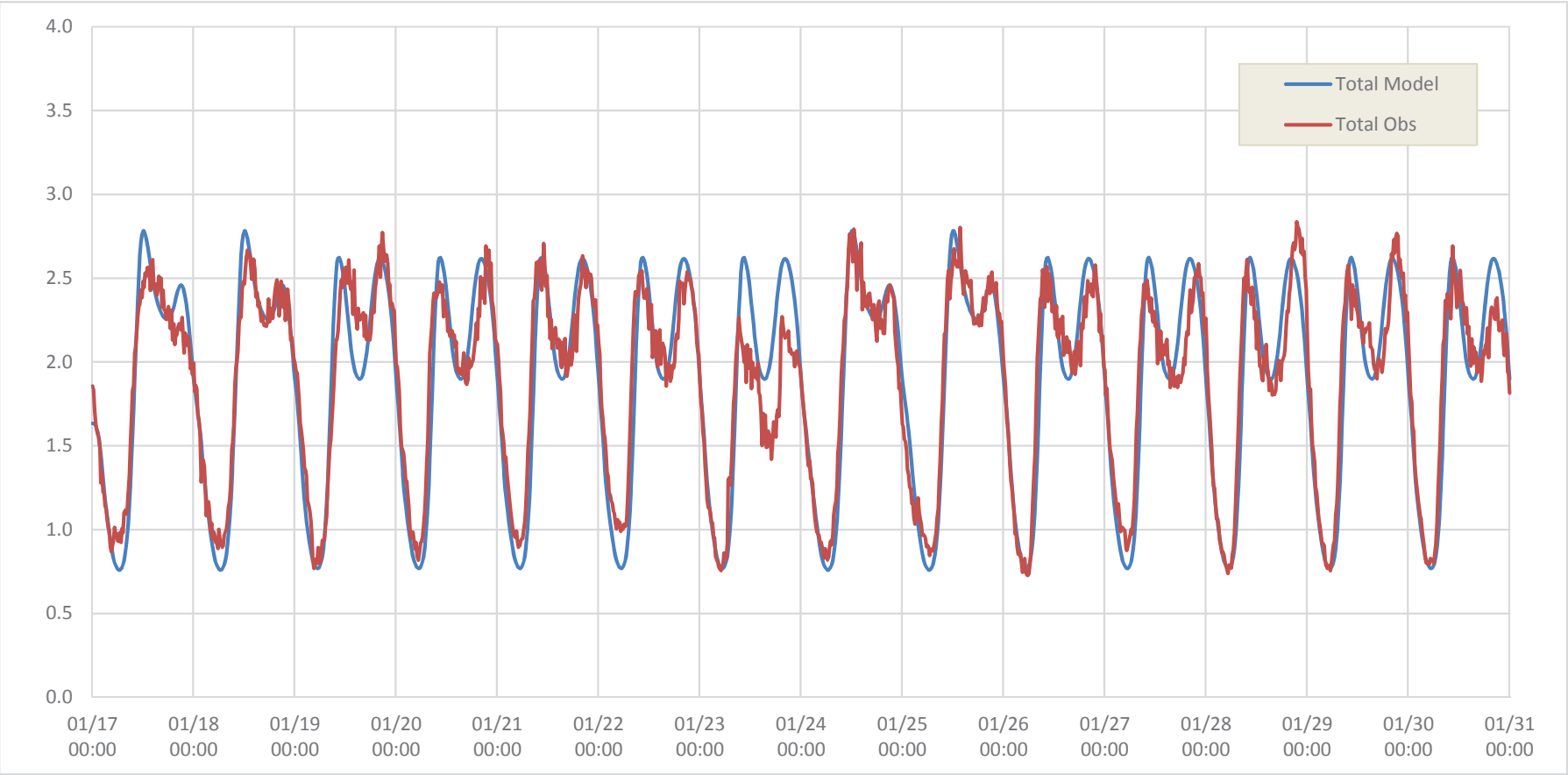


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.147	0.761	6.307
..._1/17/2015+14D (w/GWI)>DWF				0.461	1.093	11.320

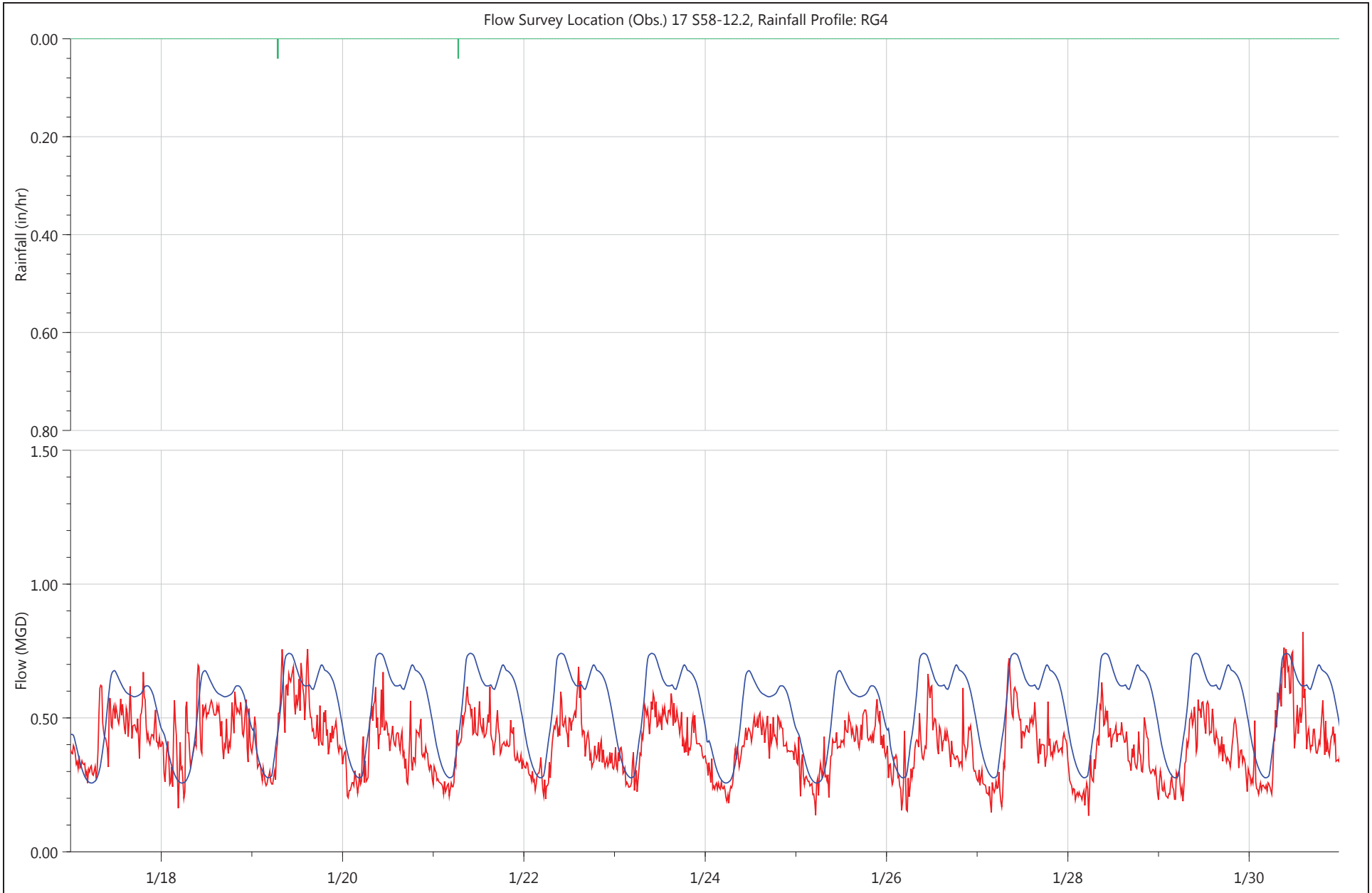


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.537	2.202	20.070
..._1/17/2015+14D (w/GWI)>DWF				0.291	1.708	14.902

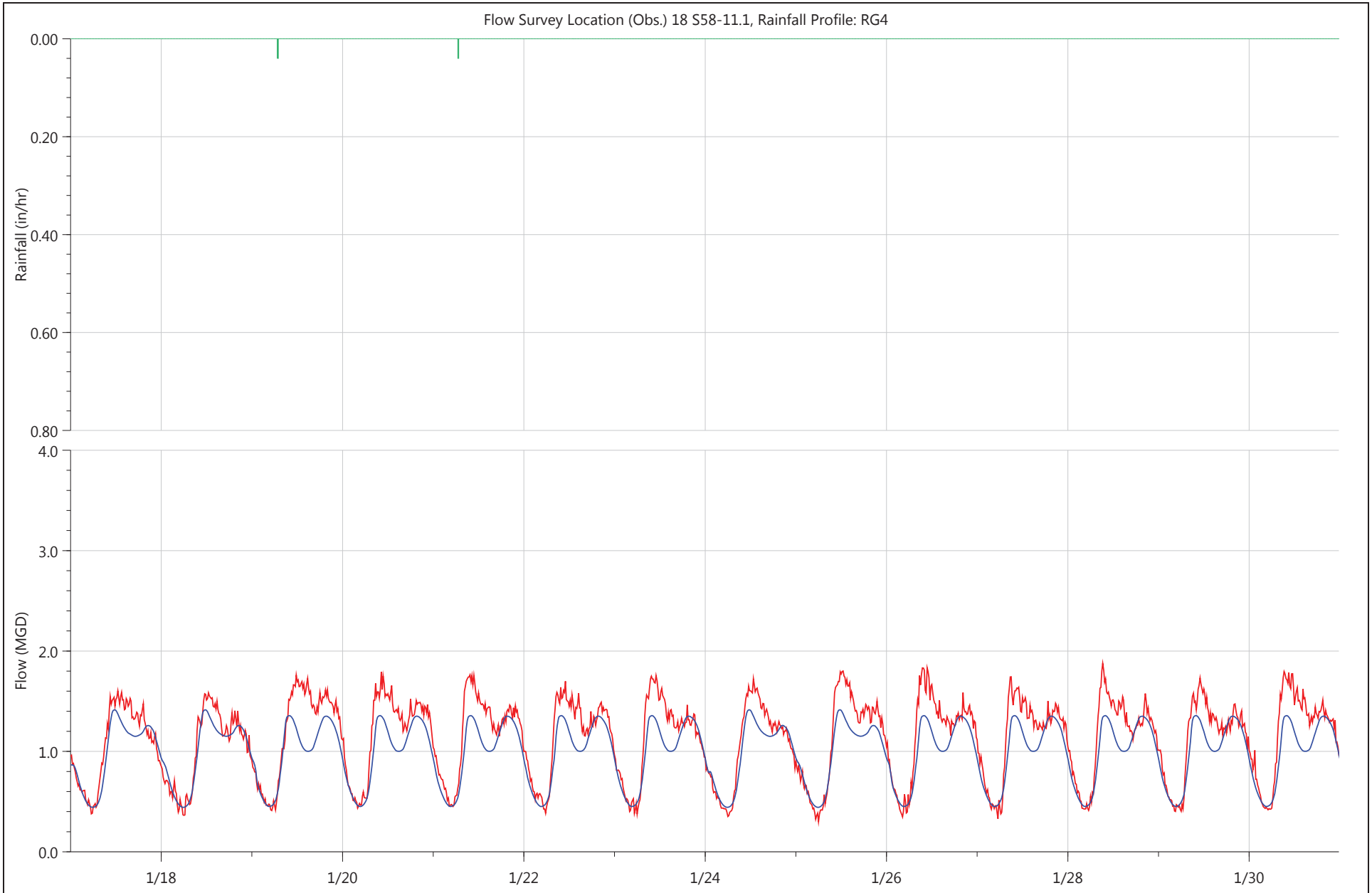
Flow Meters 15 + 16



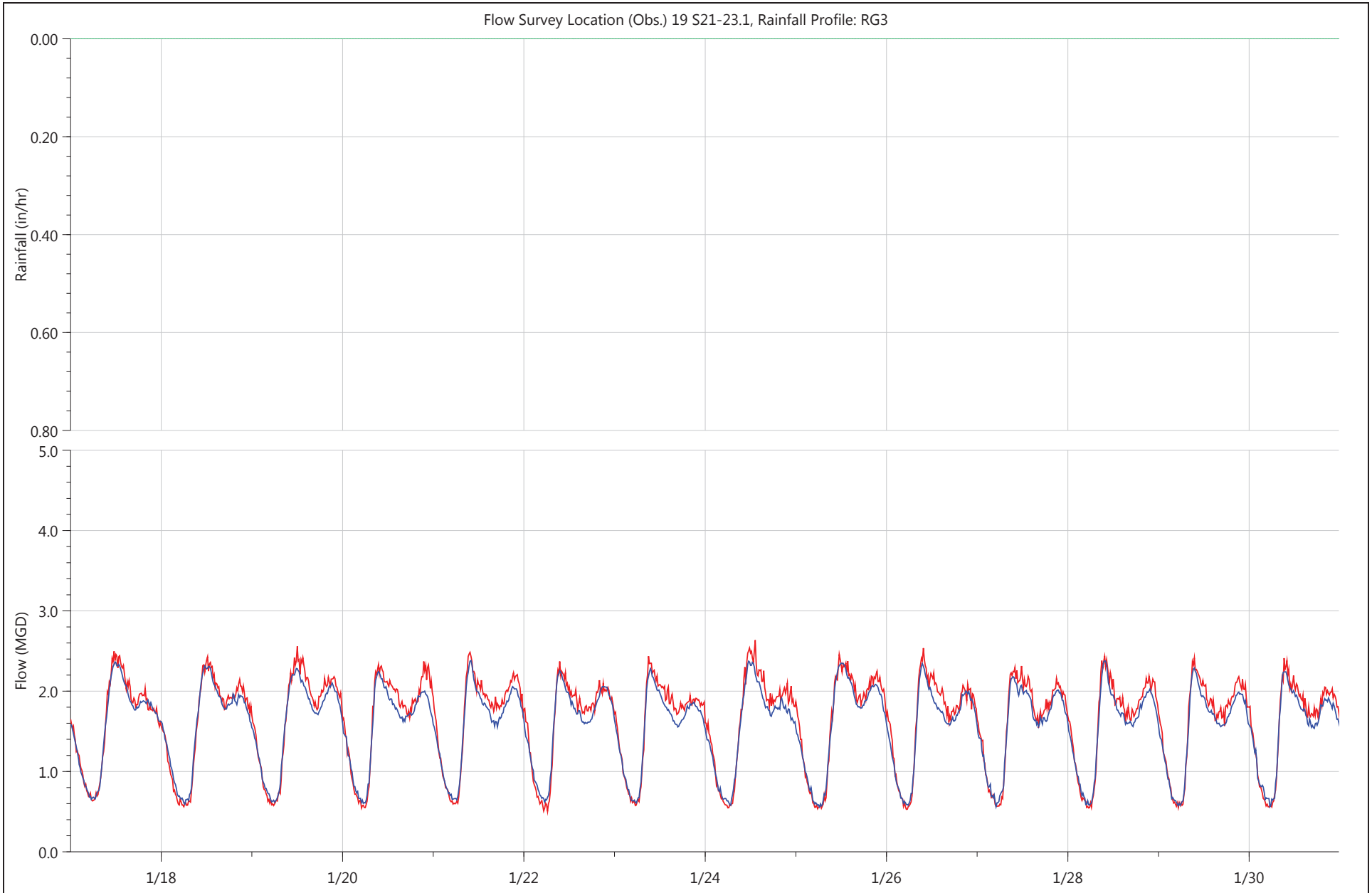
	Min	Max	Volume
Obs	**0.726**	**2.837**	**26.375**
Model	**0.759**	**2.783**	**26.221**



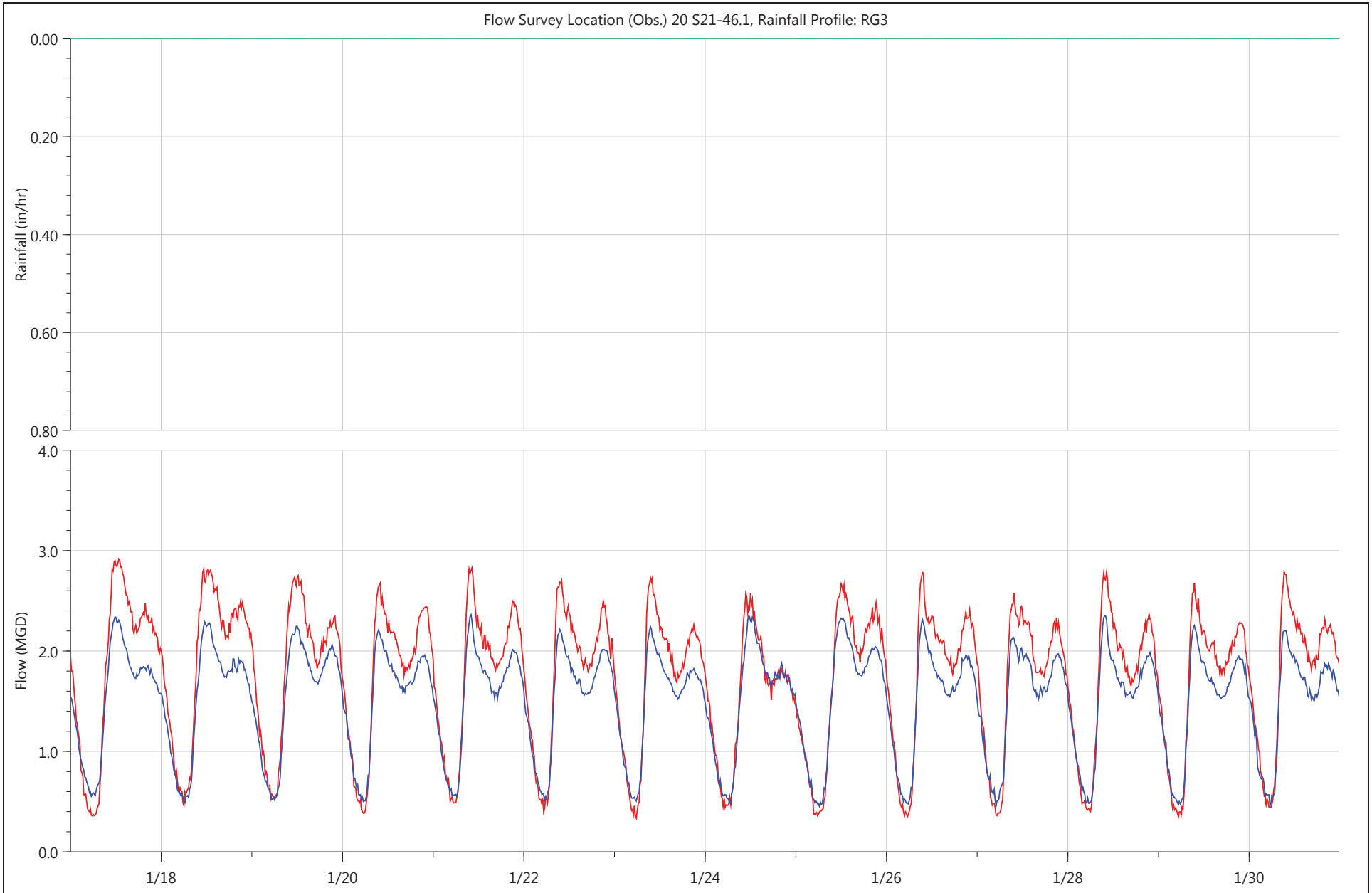
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.135	0.821	5.599
..._1/17/2015+14D (w/GWI)>DWF				0.257	0.741	7.525



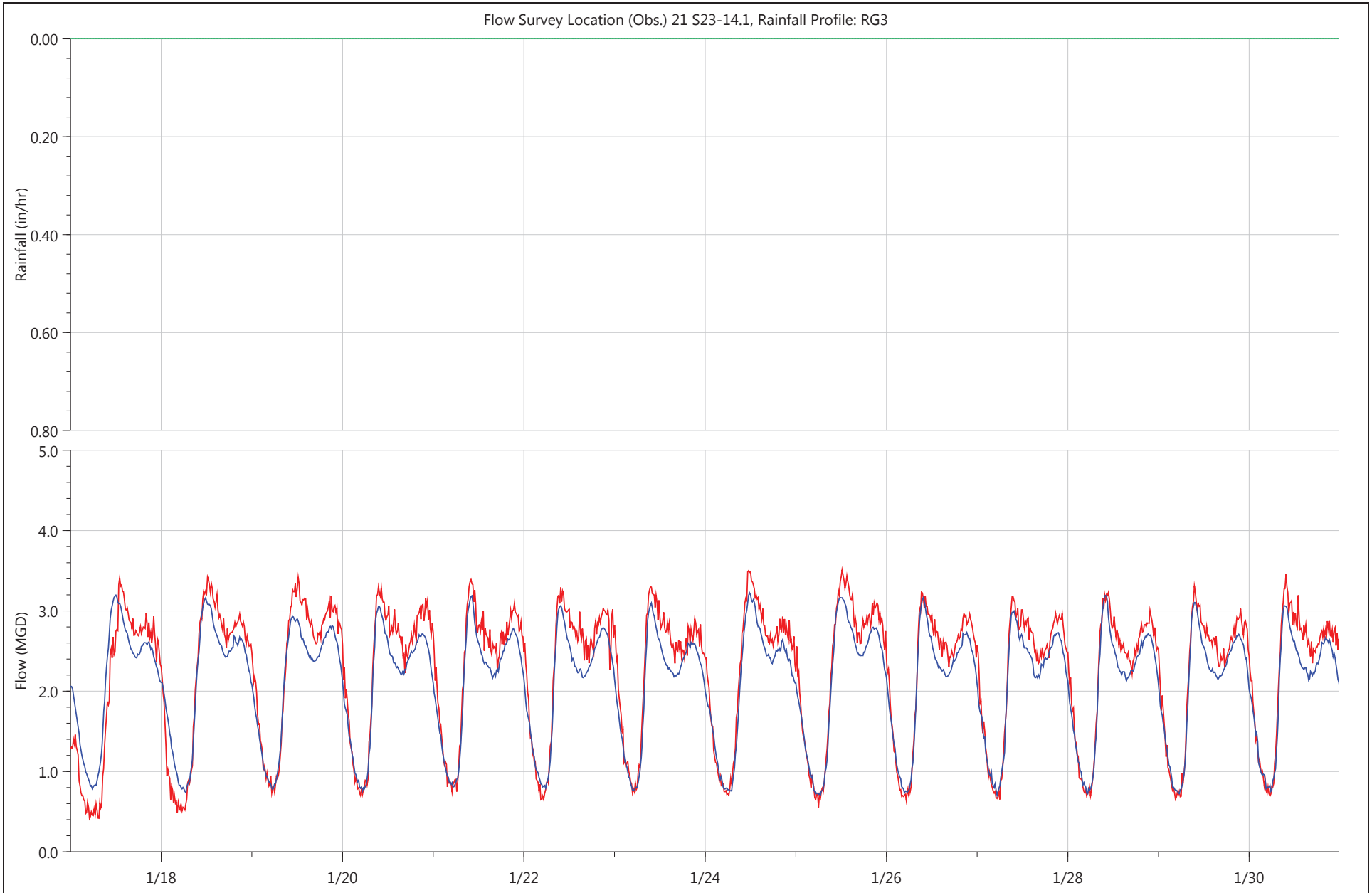
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.300	1.877	15.899
..._1/17/2015+14D (w/GWI)>DWF				0.443	1.415	13.811



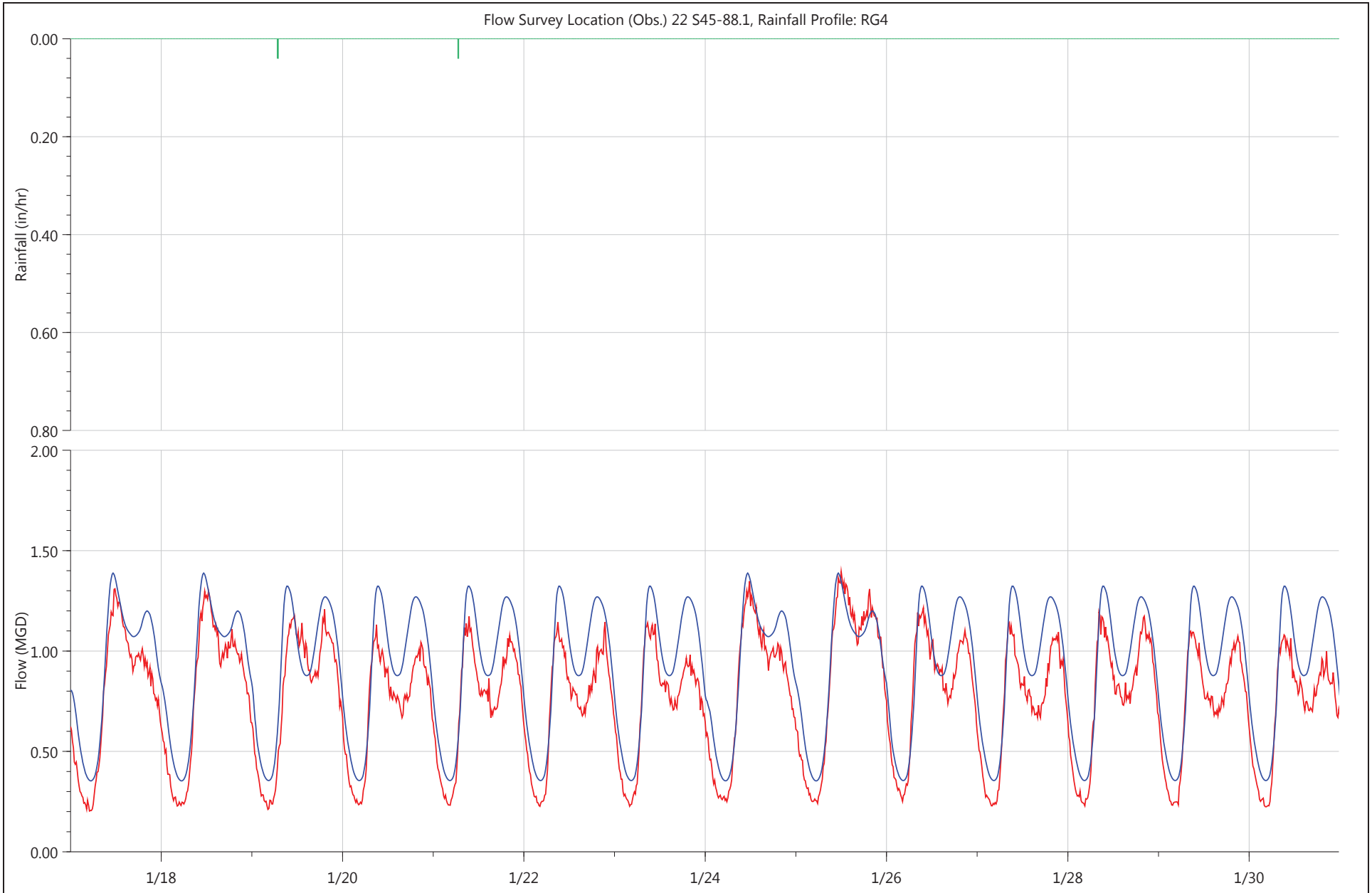
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.503	2.636	22.859
..._1/17/2015+14D (w/GWI)>DWF				0.558	2.382	21.876



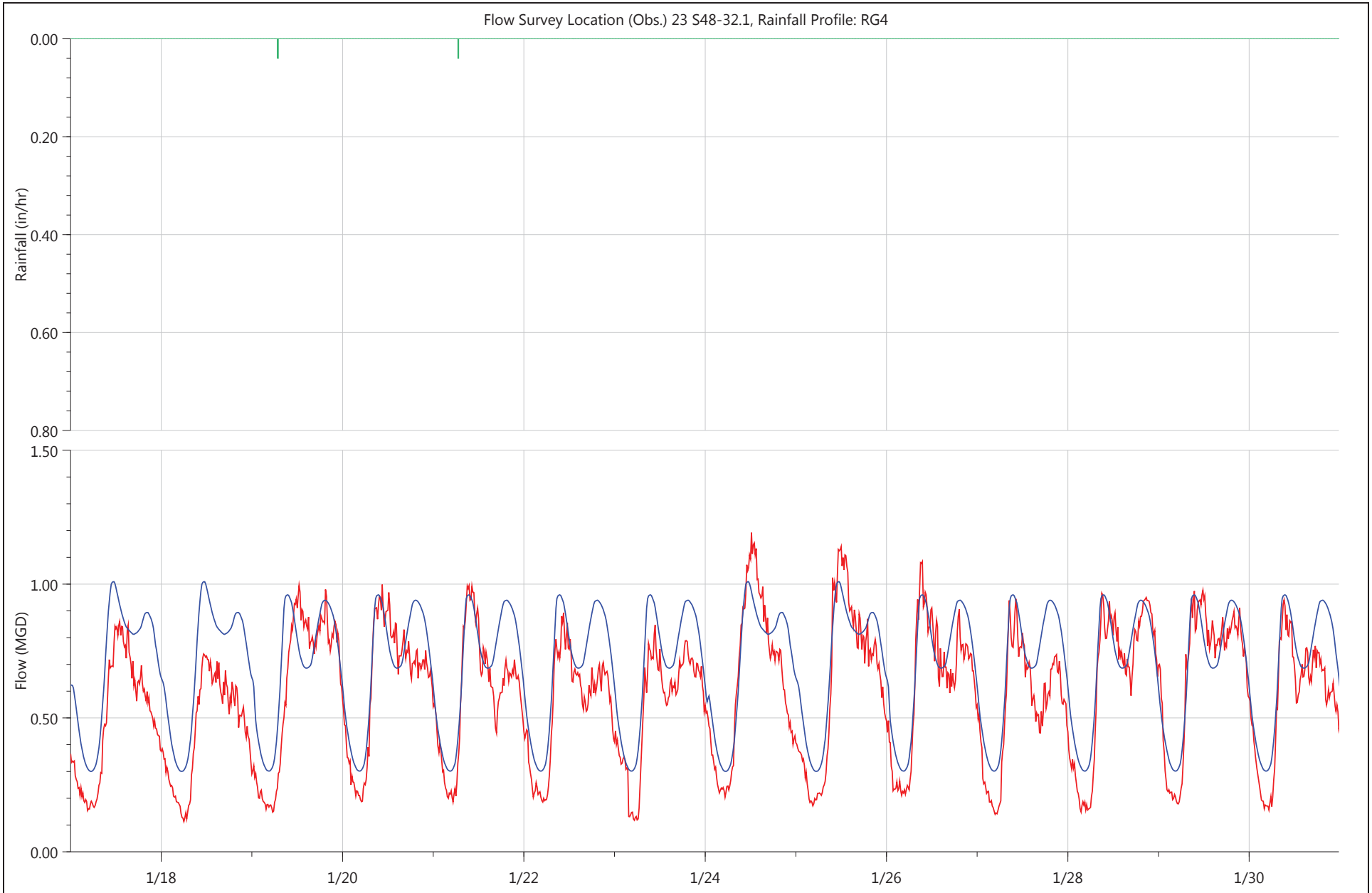
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.333	2.916	24.300
..._1/17/2015+14D (w/GWI)>DWF				0.454	2.361	21.124



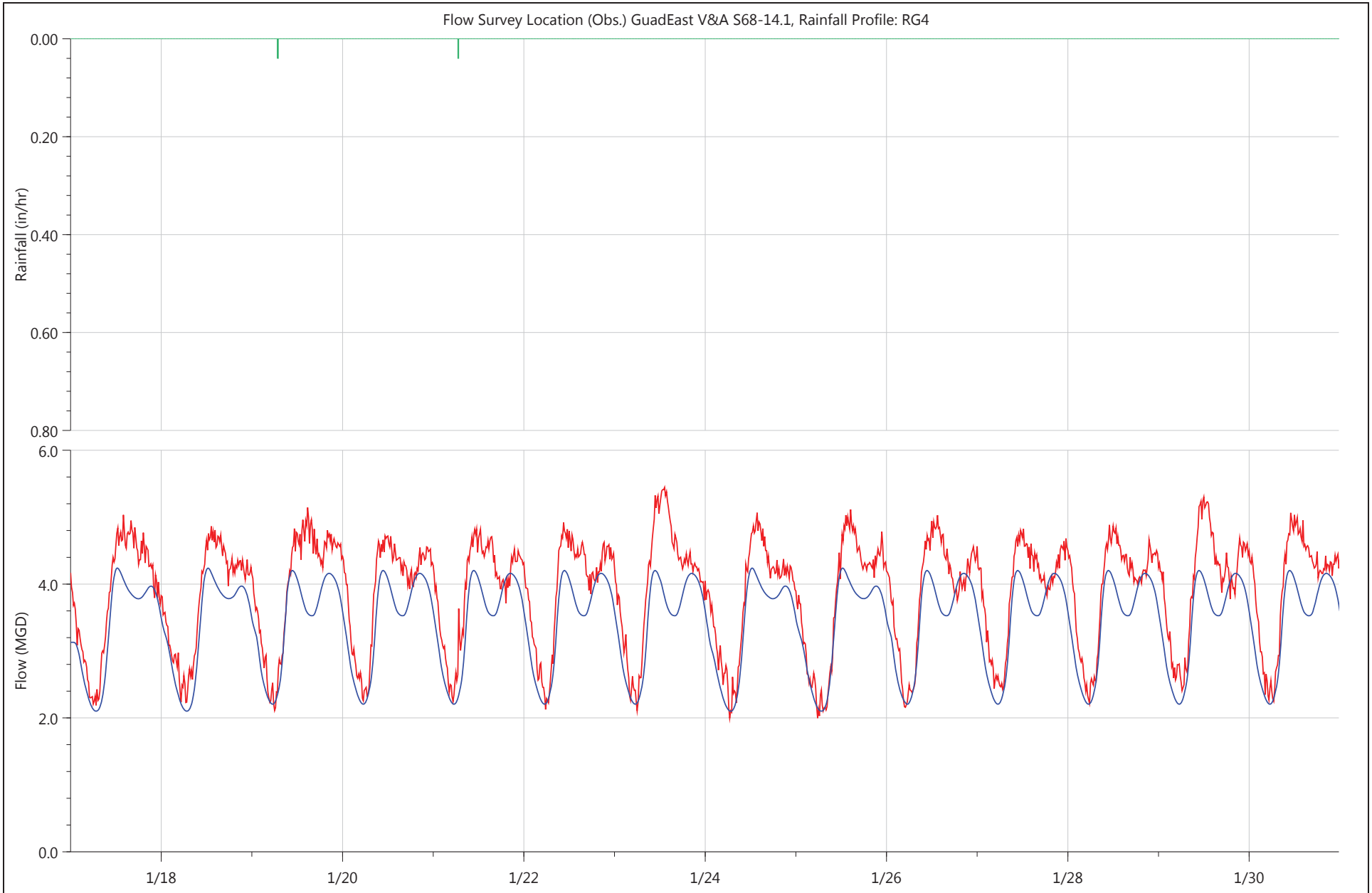
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.000	0.000	0.000			
Obs.				0.415	3.510	31.446
..._1/17/2015+14D (w/GWI)>DWF				0.708	3.224	29.283



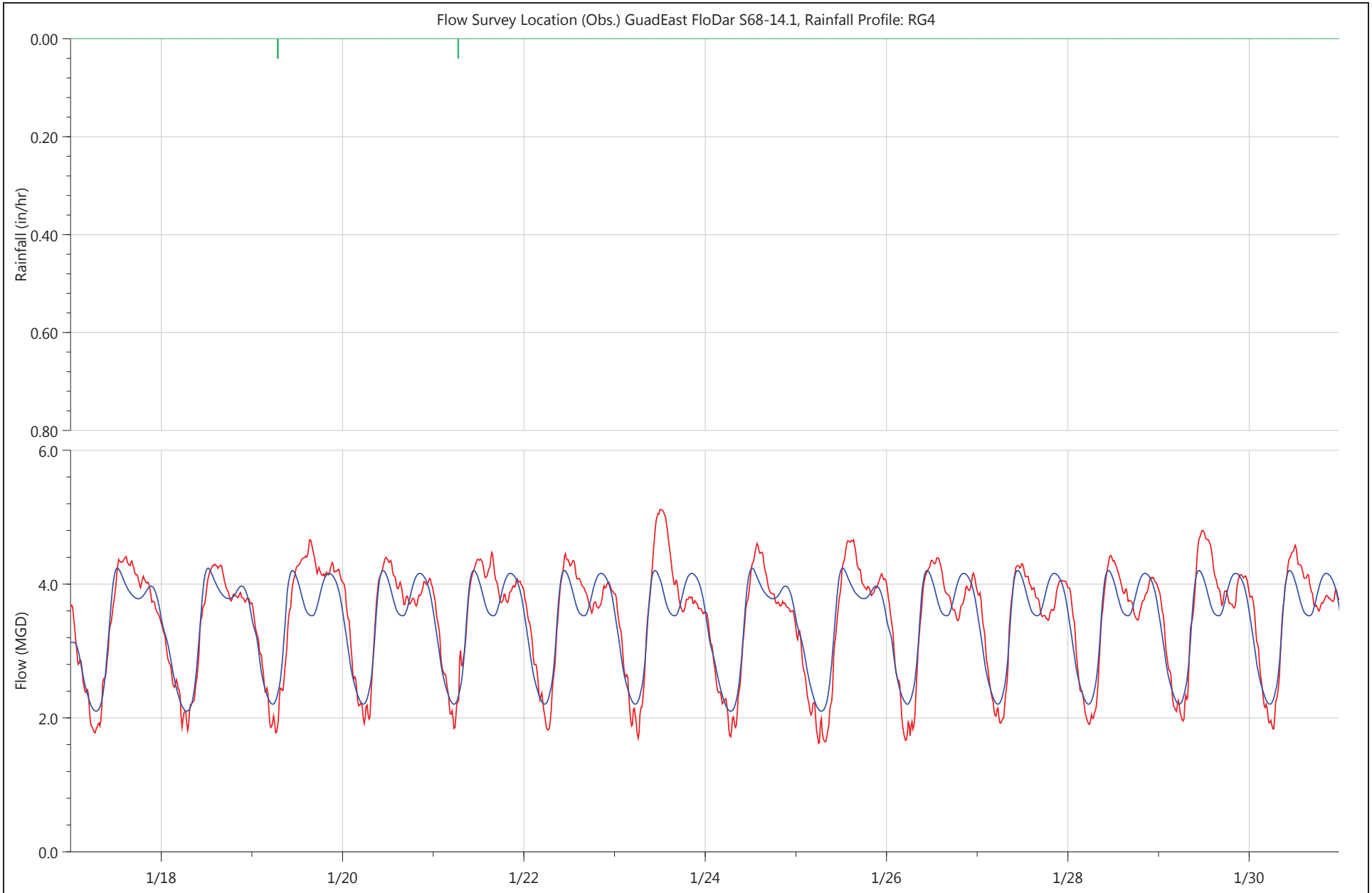
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.203	1.396	10.686
..._1/17/2015+14D (w/GWI)>DWF				0.353	1.388	12.715



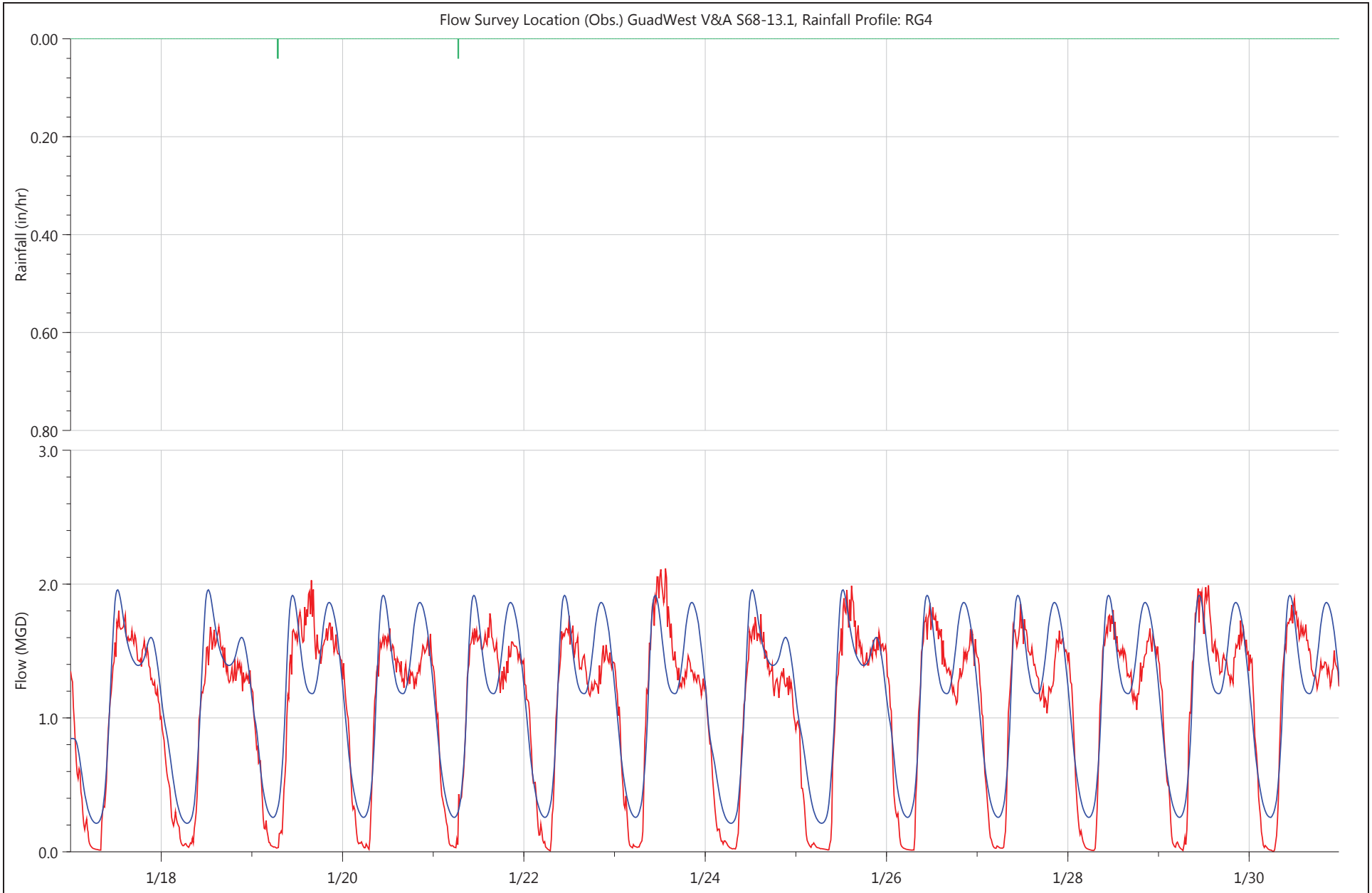
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.113	1.192	8.176
..._1/17/2015+14D (w/GWI)>DWF				0.301	1.009	9.675



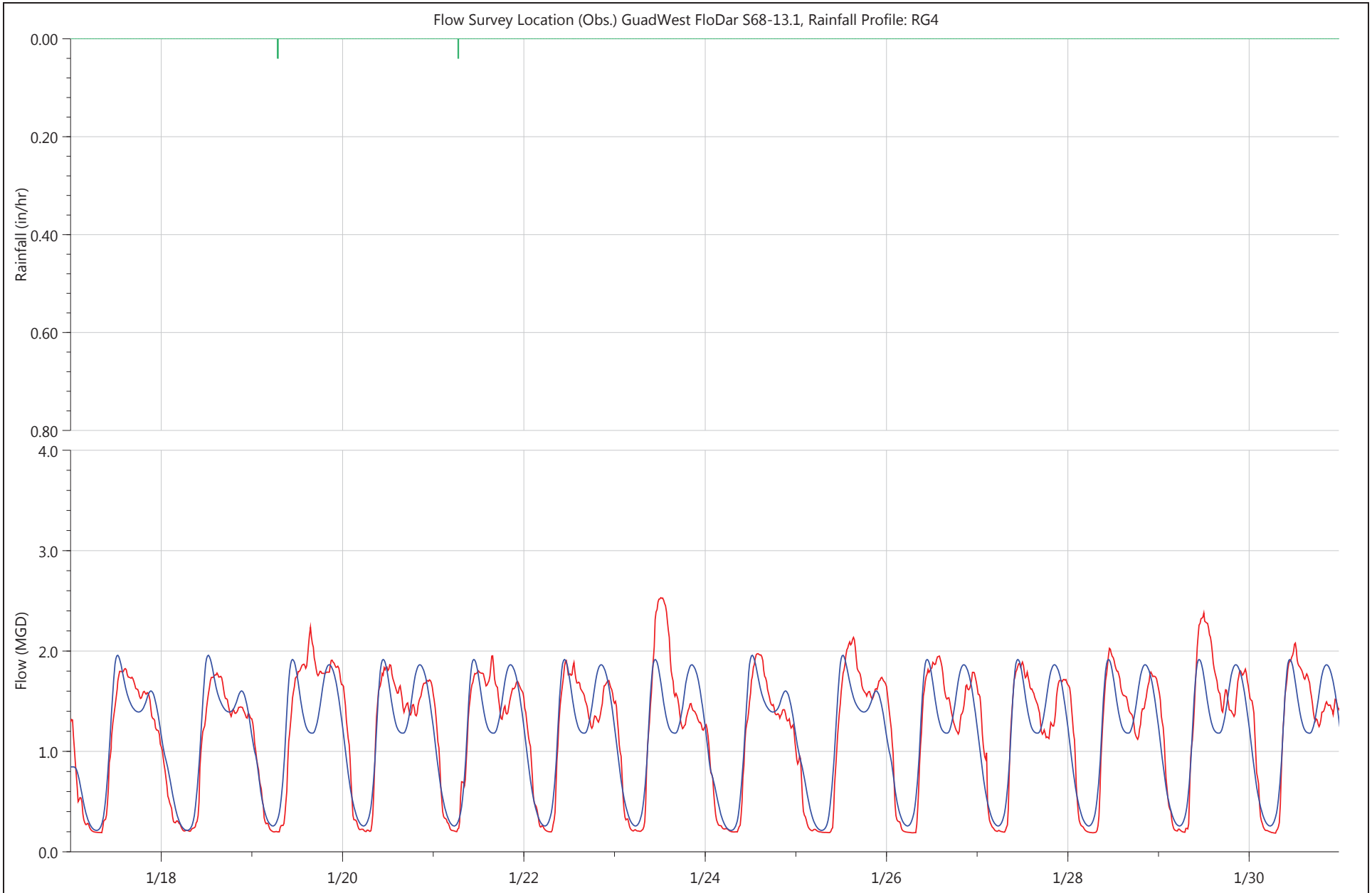
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				1.997	5.446	54.478
..._1/17/2015+14D (w/GWI)>DWF				2.101	4.238	47.805



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				1.622	5.114	48.531
..._1/17/2015+14D (w/GWI)>DWF				2.101	4.238	47.805

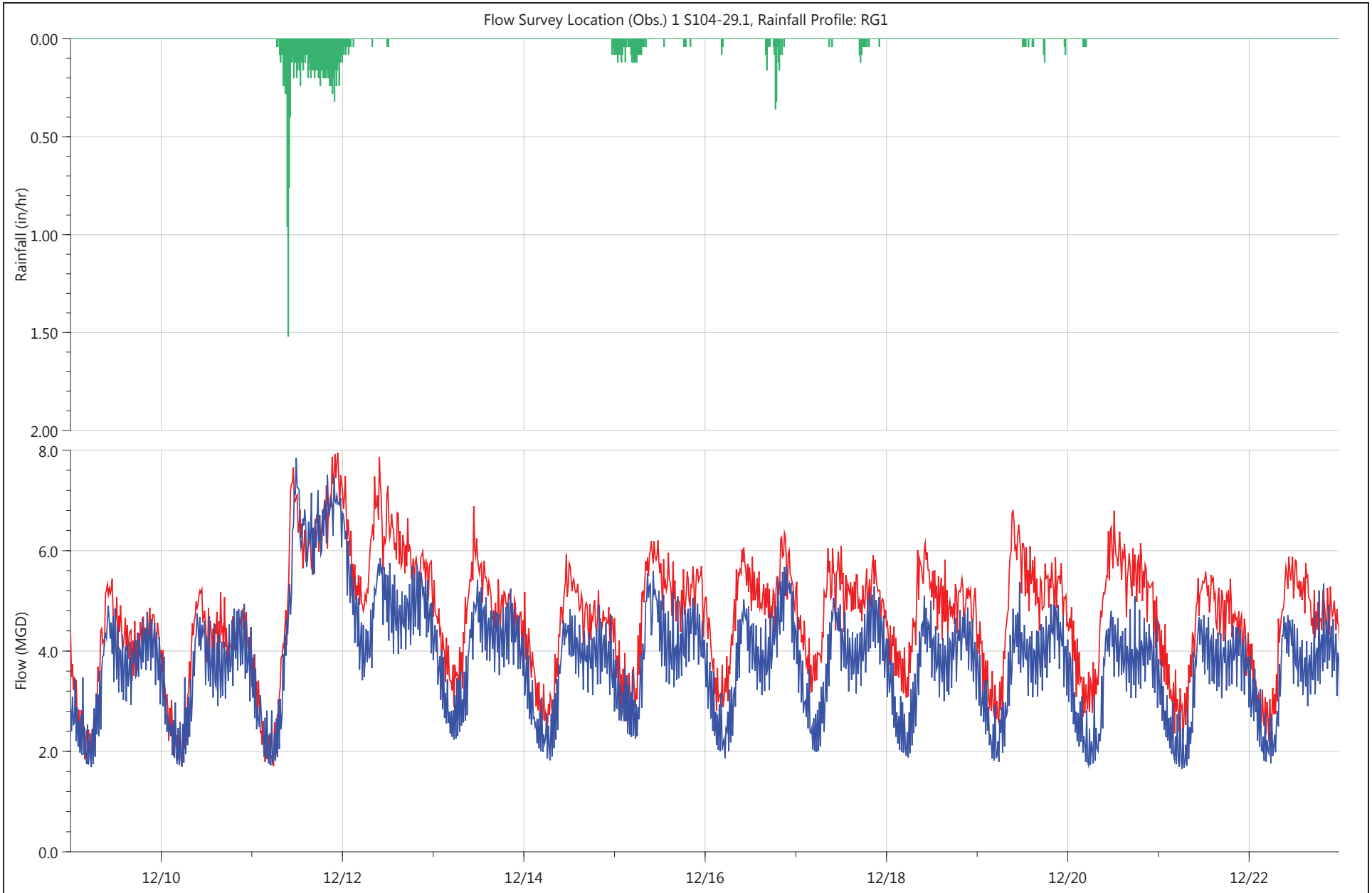


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.003	2.117	14.968
..._1/17/2015+14D (w/GWI)>DWF				0.213	1.957	16.190

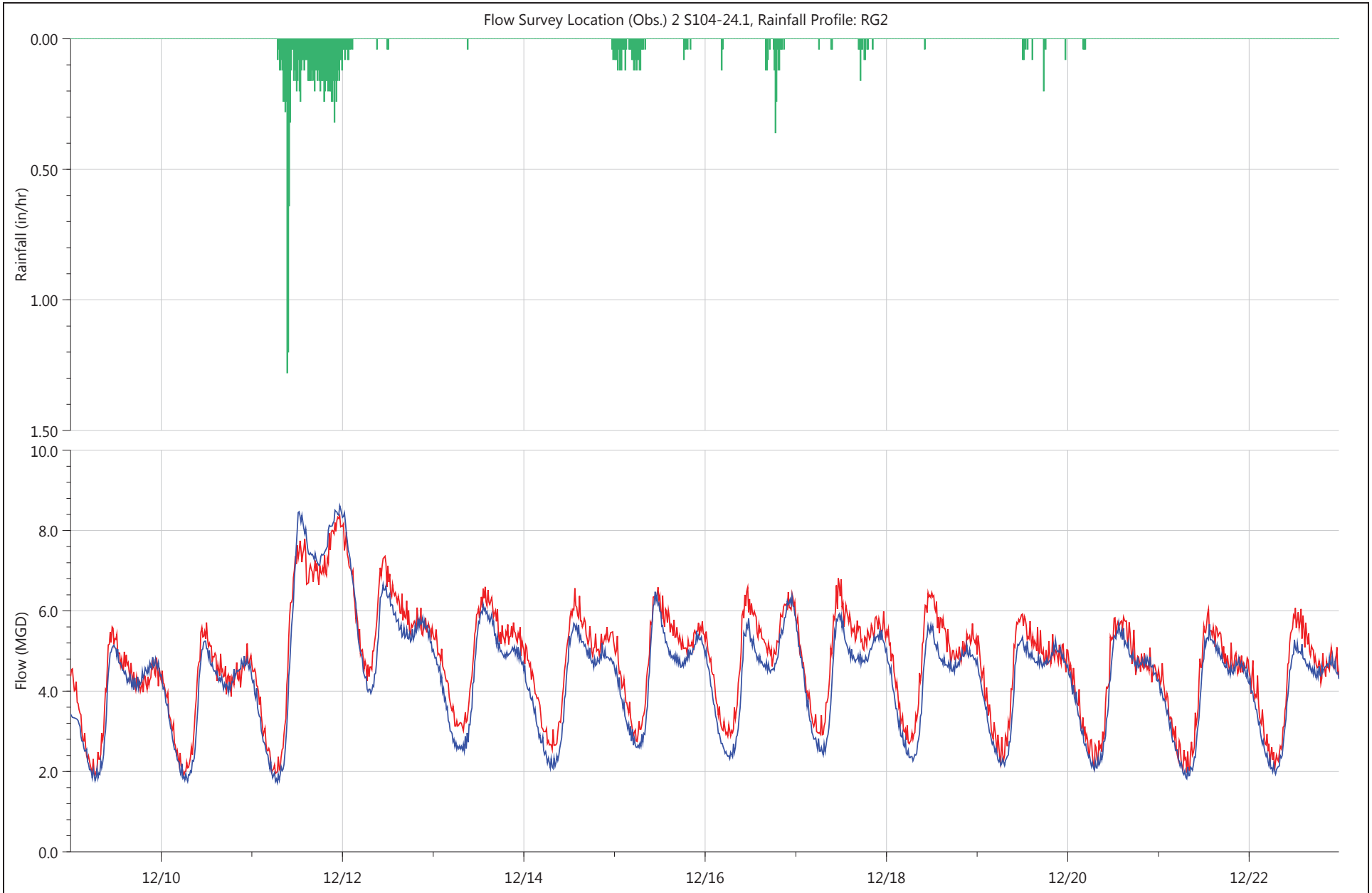


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	0.020	0.040	0.000			
Obs.				0.186	2.531	16.561
..._1/17/2015+14D (w/GWI)>DWF				0.213	1.957	16.190

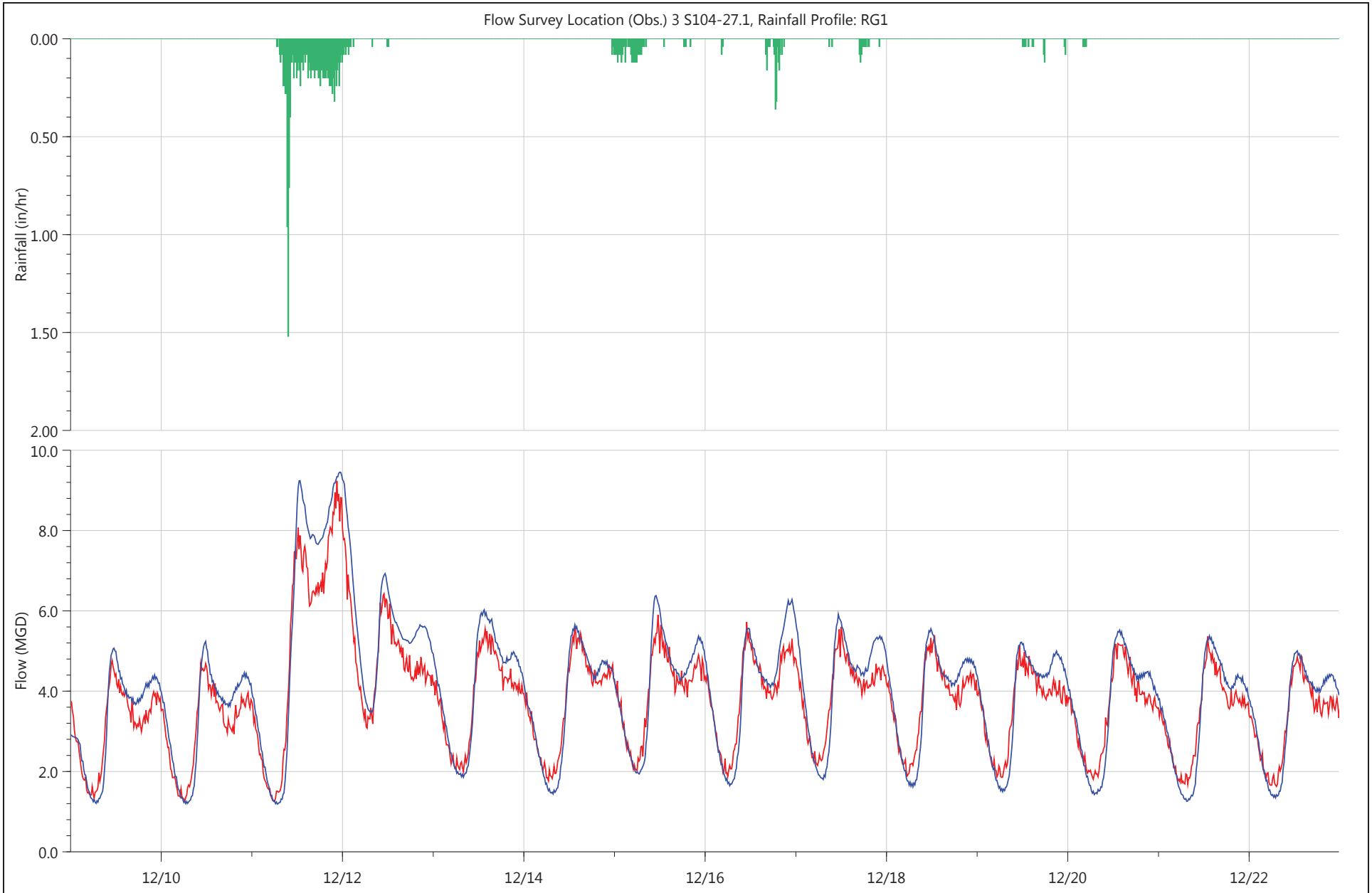
Appendix C - Wet Weather Flow Calibration Graphs



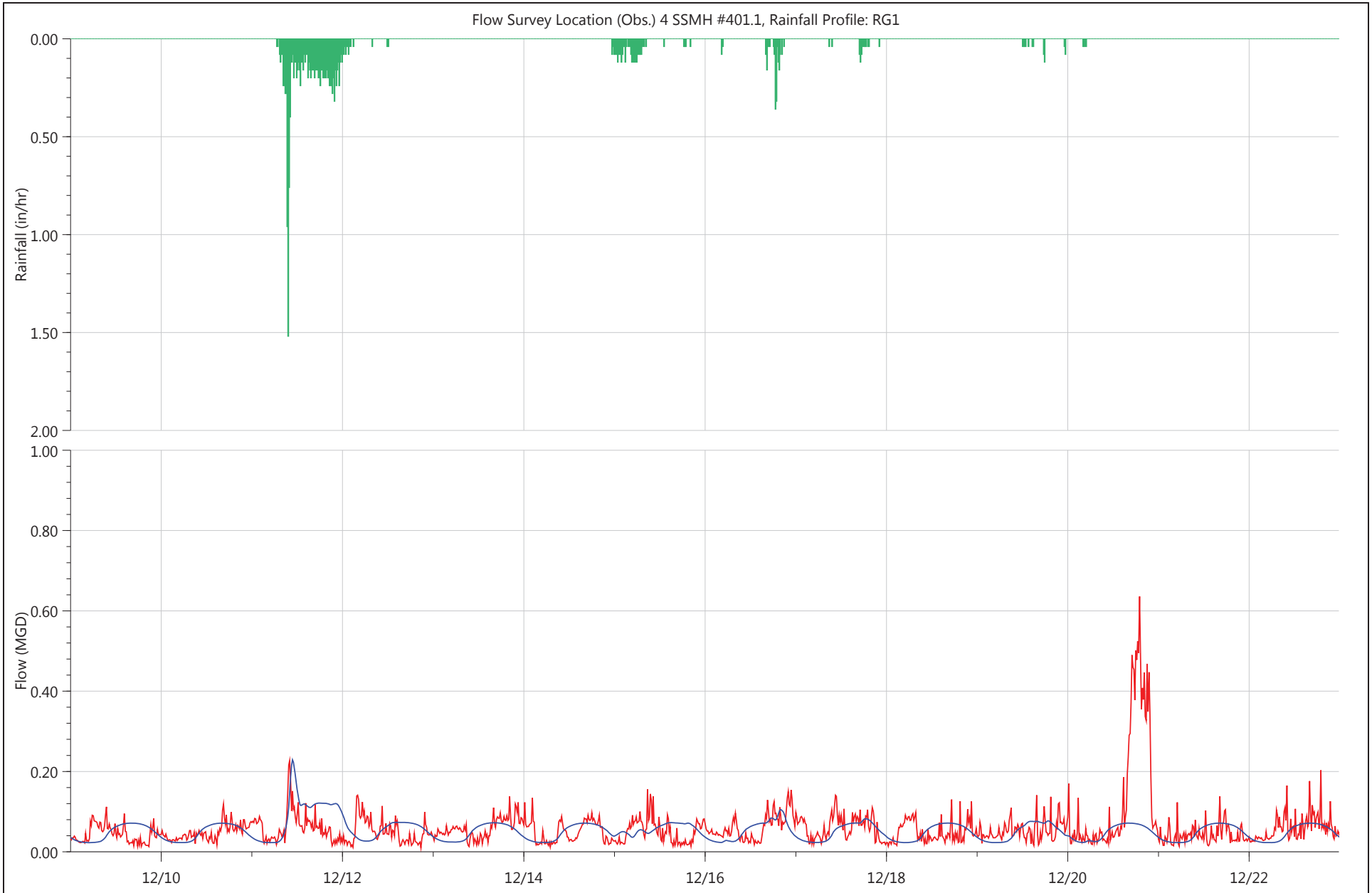
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.220	1.520	0.016			
Obs.				1.694	7.950	65.331
...WI)>Rainfall Event (11/18-3/05)				1.645	7.846	53.371



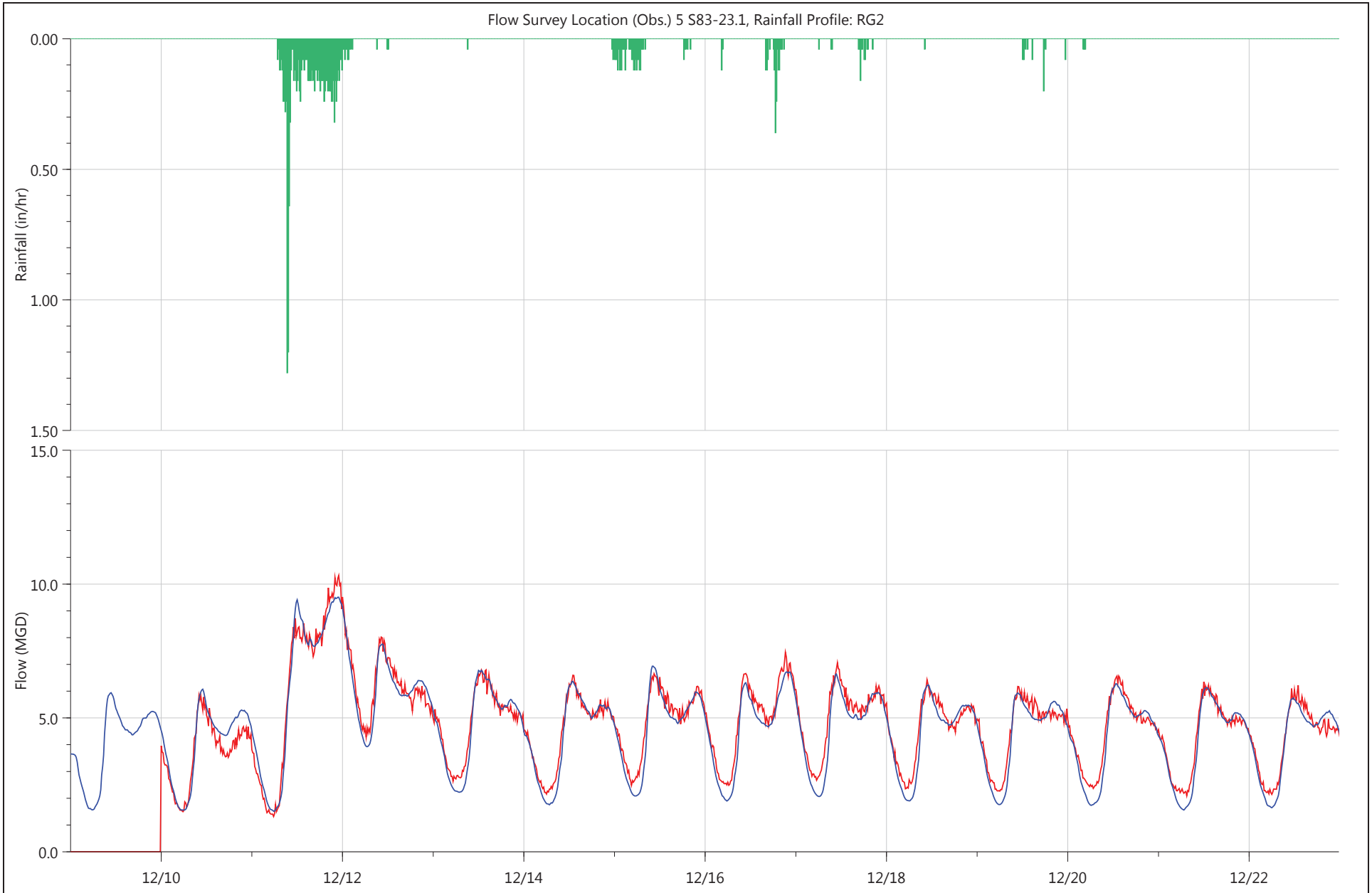
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				1.906	8.363	65.865
...WI)>Rainfall Event (11/18-3/05)				1.723	8.618	60.850



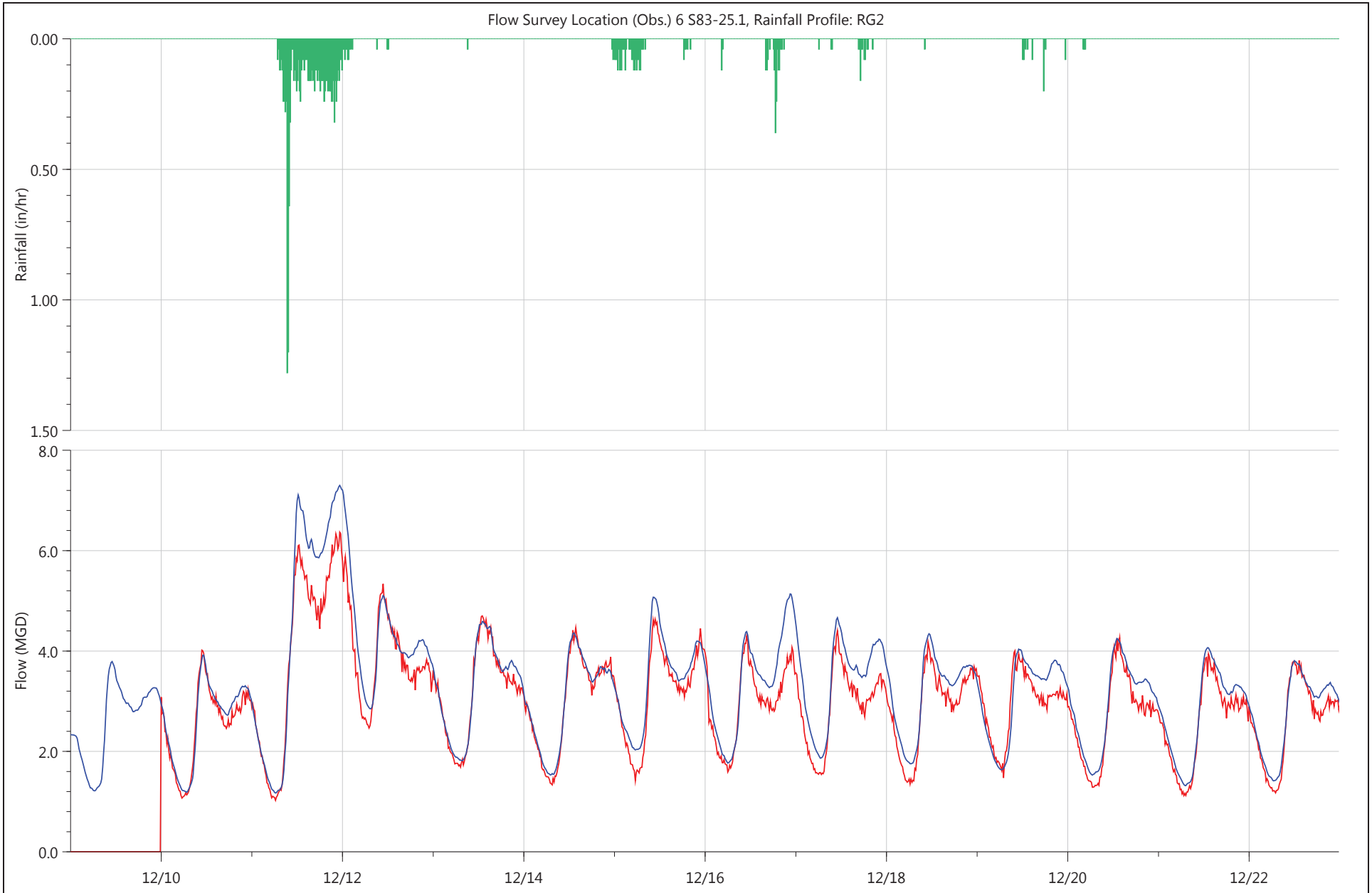
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.220	1.520	0.016			
Obs.				1.254	9.236	53.265
...WI)>Rainfall Event (11/18-3/05)				1.187	9.456	56.356



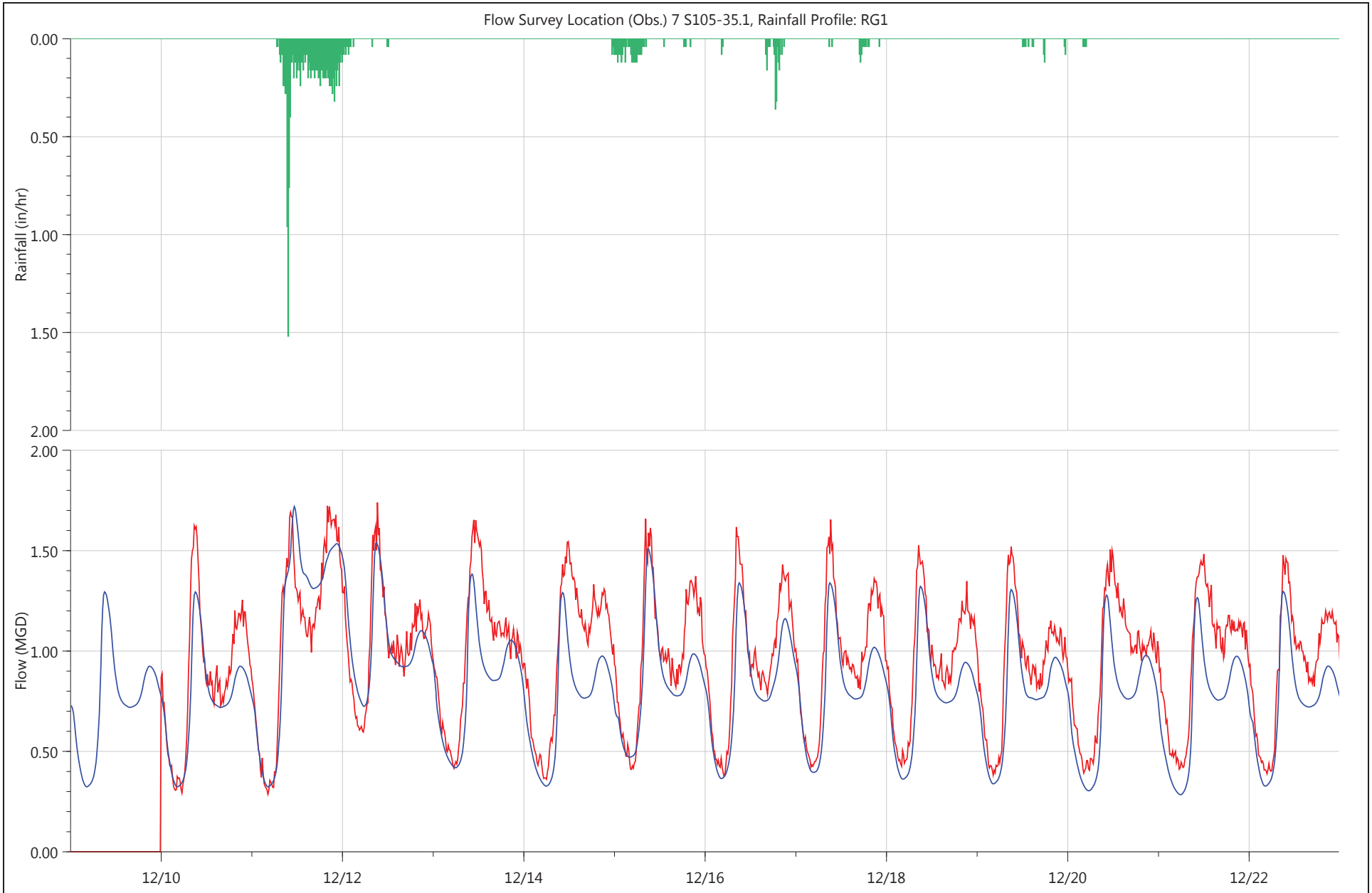
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.220	1.520	0.016			
Obs.				0.010	0.636	0.834
...WI)>Rainfall Event (11/18-3/05)				0.023	0.229	0.737



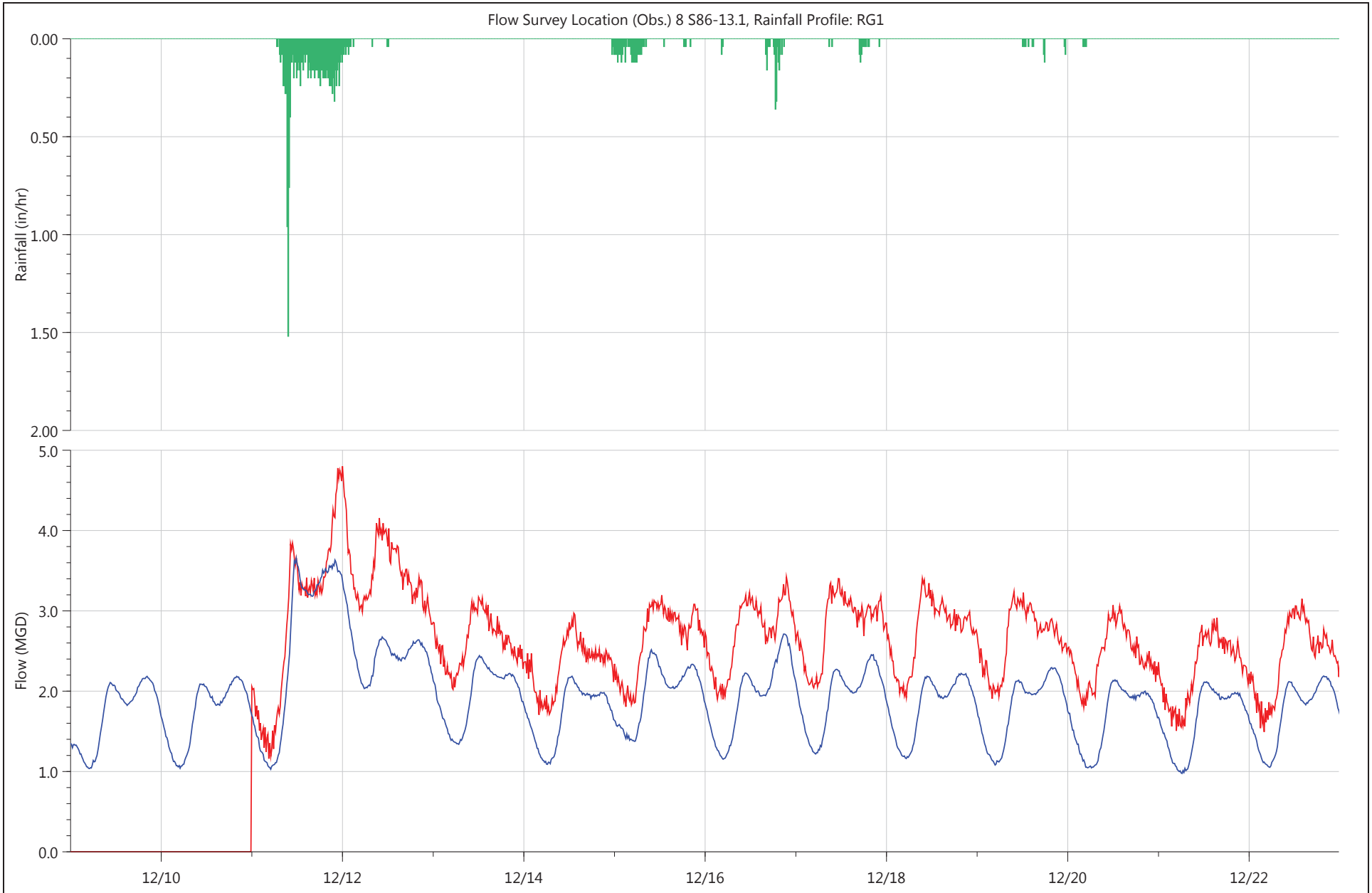
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	10.323	62.567
...WI)>Rainfall Event (11/18-3/05)				1.516	9.510	64.535



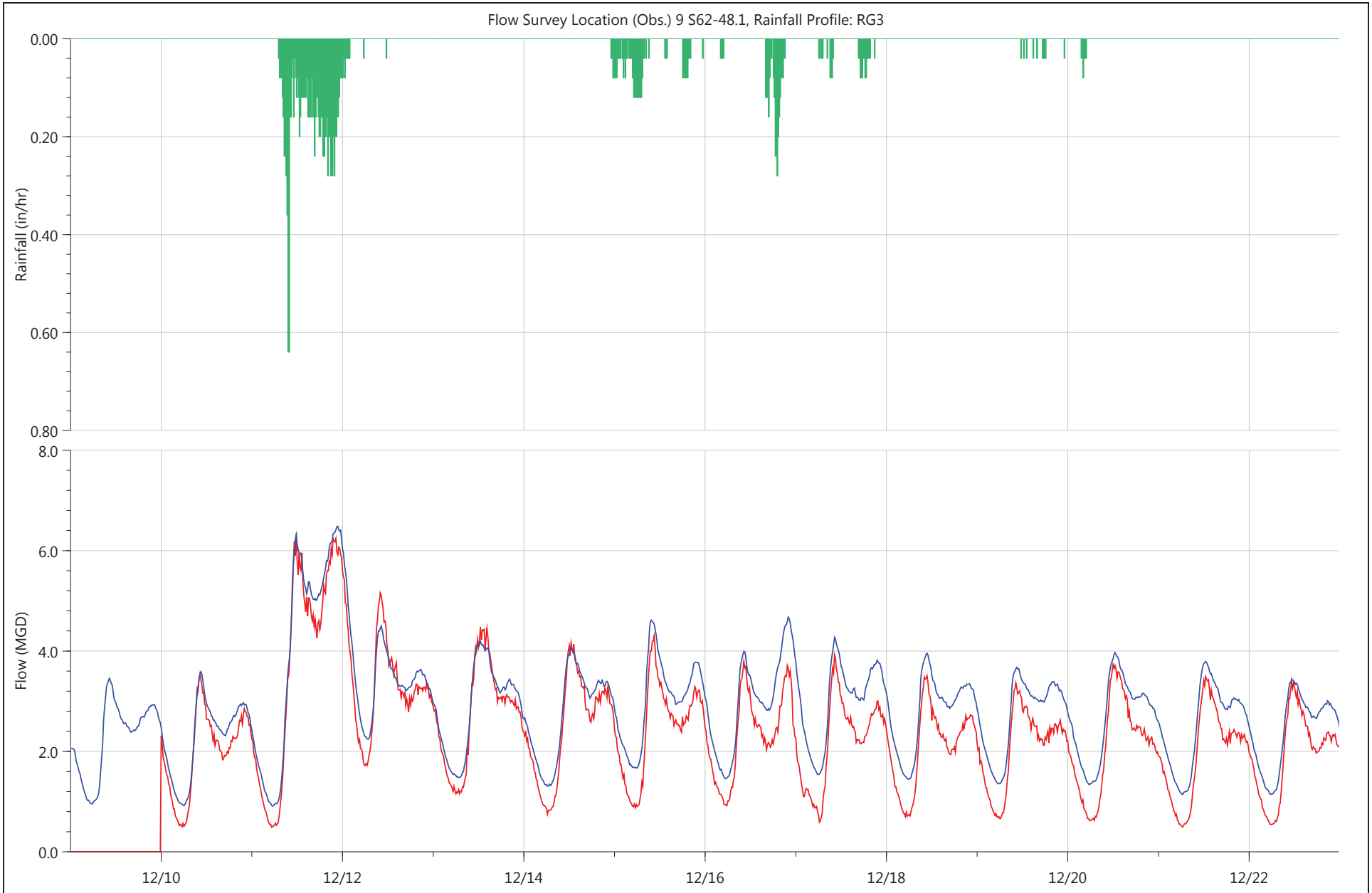
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	6.367	39.162
...WI)>Rainfall Event (11/18-3/05)				1.170	7.299	45.162



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.220	1.520	0.016			
Obs.				0.000	1.740	12.614
...WI)>Rainfall Event (11/18-3/05)				0.285	1.719	11.473

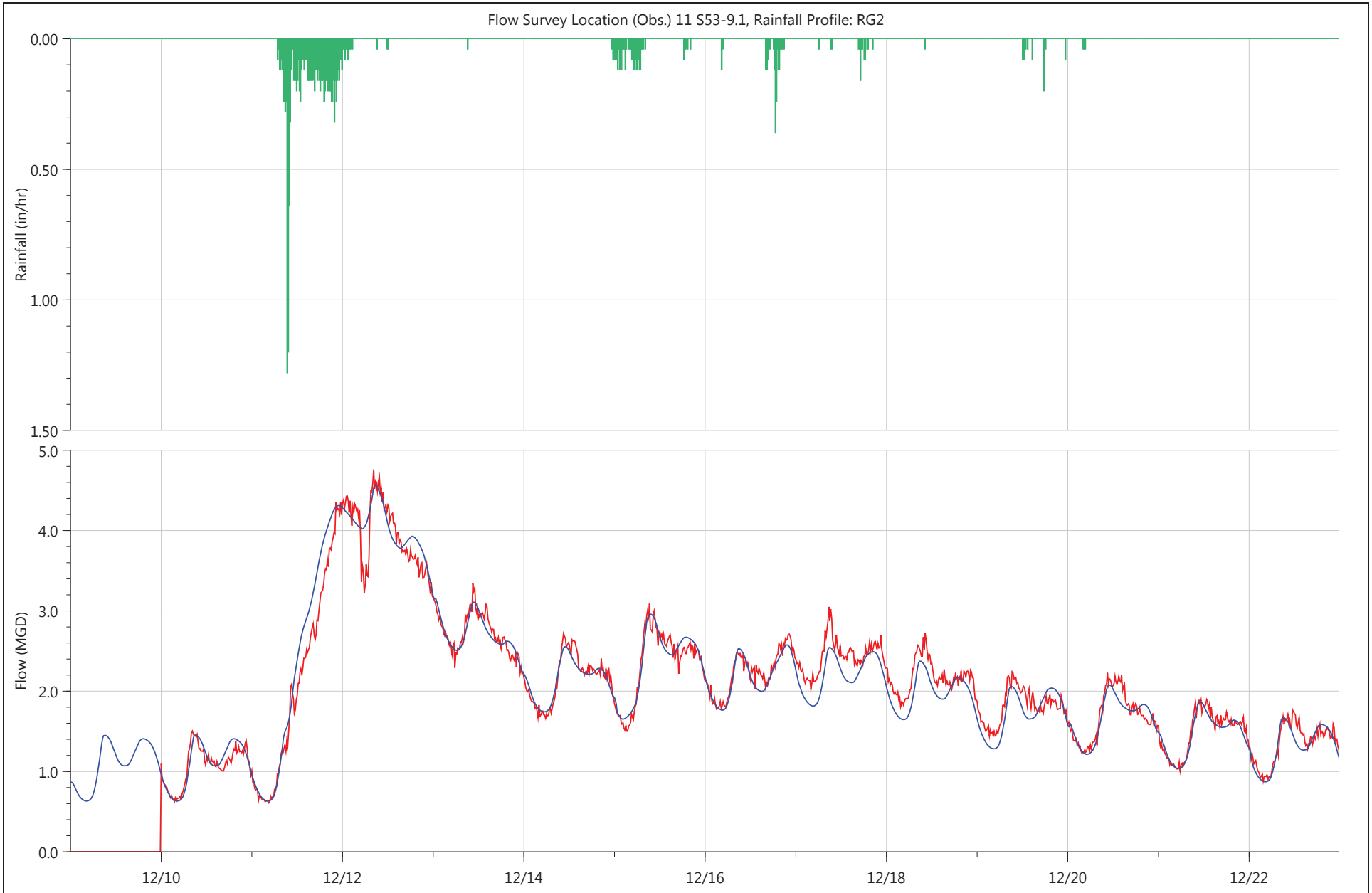


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.220	1.520	0.016			
Obs.				0.000	4.800	32.032
...WI)>Rainfall Event (11/18-3/05)				0.976	3.654	26.675



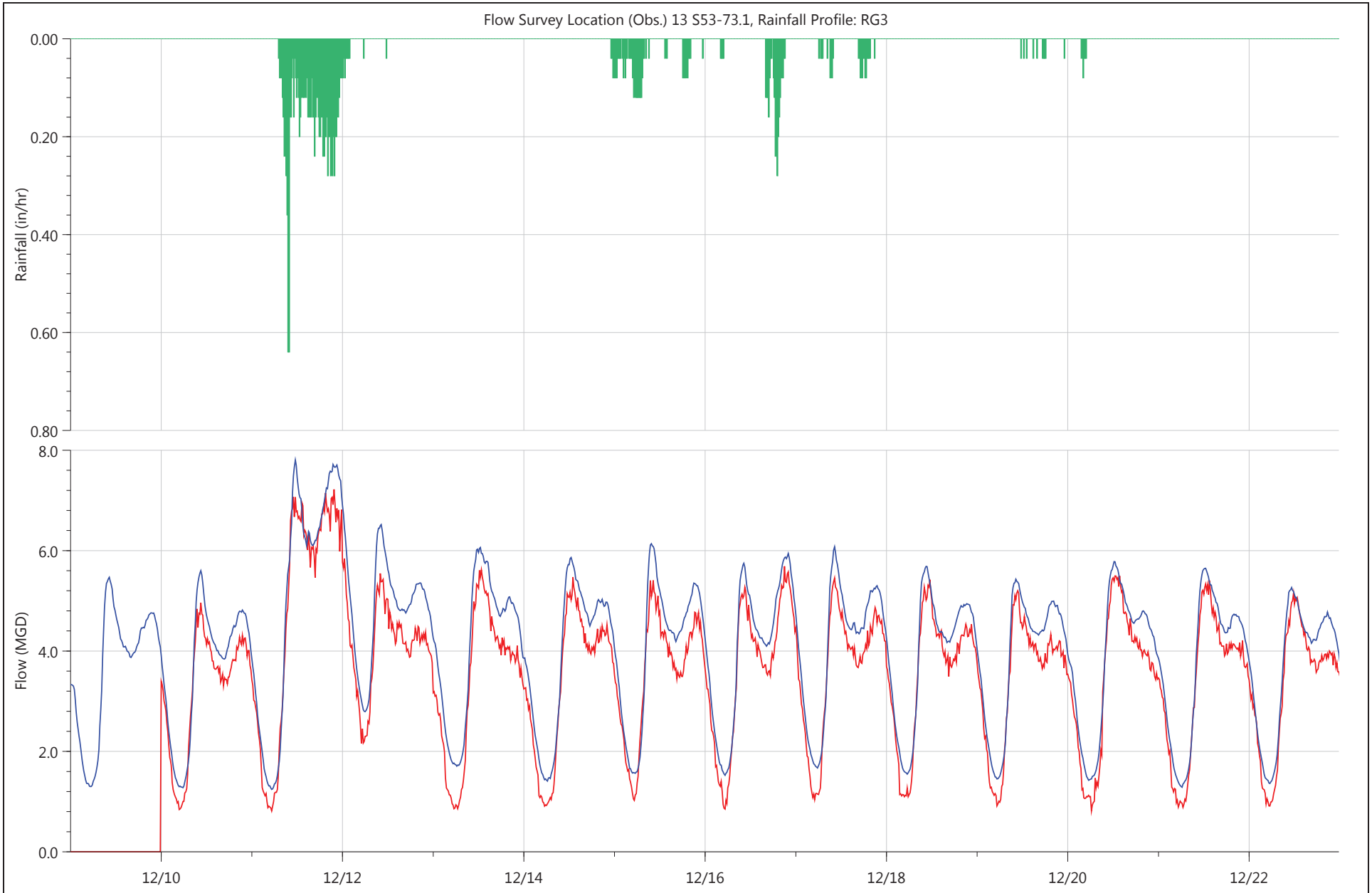
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.910	0.640	0.015			
Obs.				0.000	6.343	31.348
...WI)>Rainfall Event (11/18-3/05)				0.909	6.485	39.902

	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	2.798	17.728
...WI)>Rainfall Event (11/18-3/05)				0.447	2.970	19.021

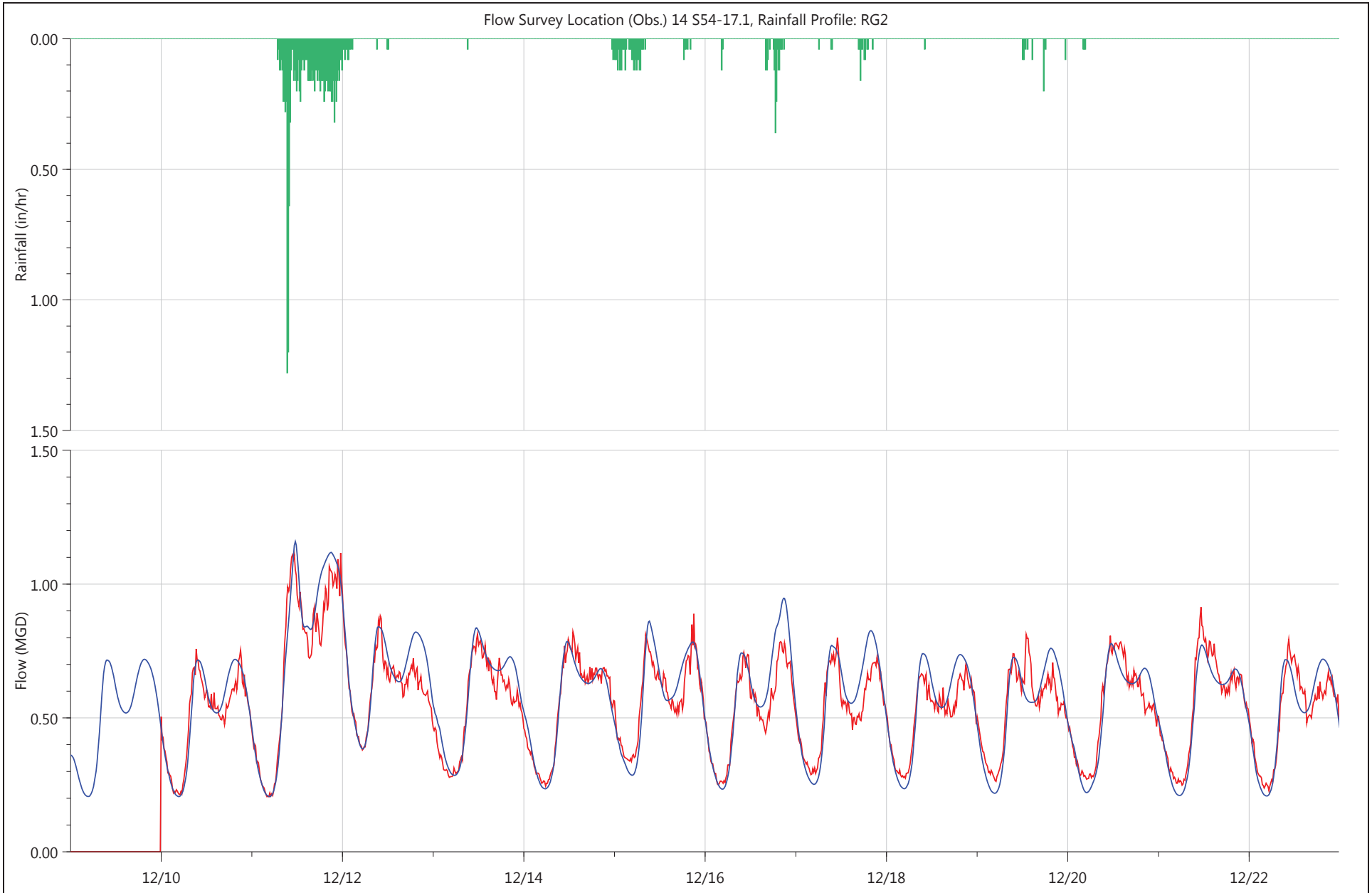


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	4.760	27.546
...WI)>Rainfall Event (11/18-3/05)				0.632	4.564	28.254

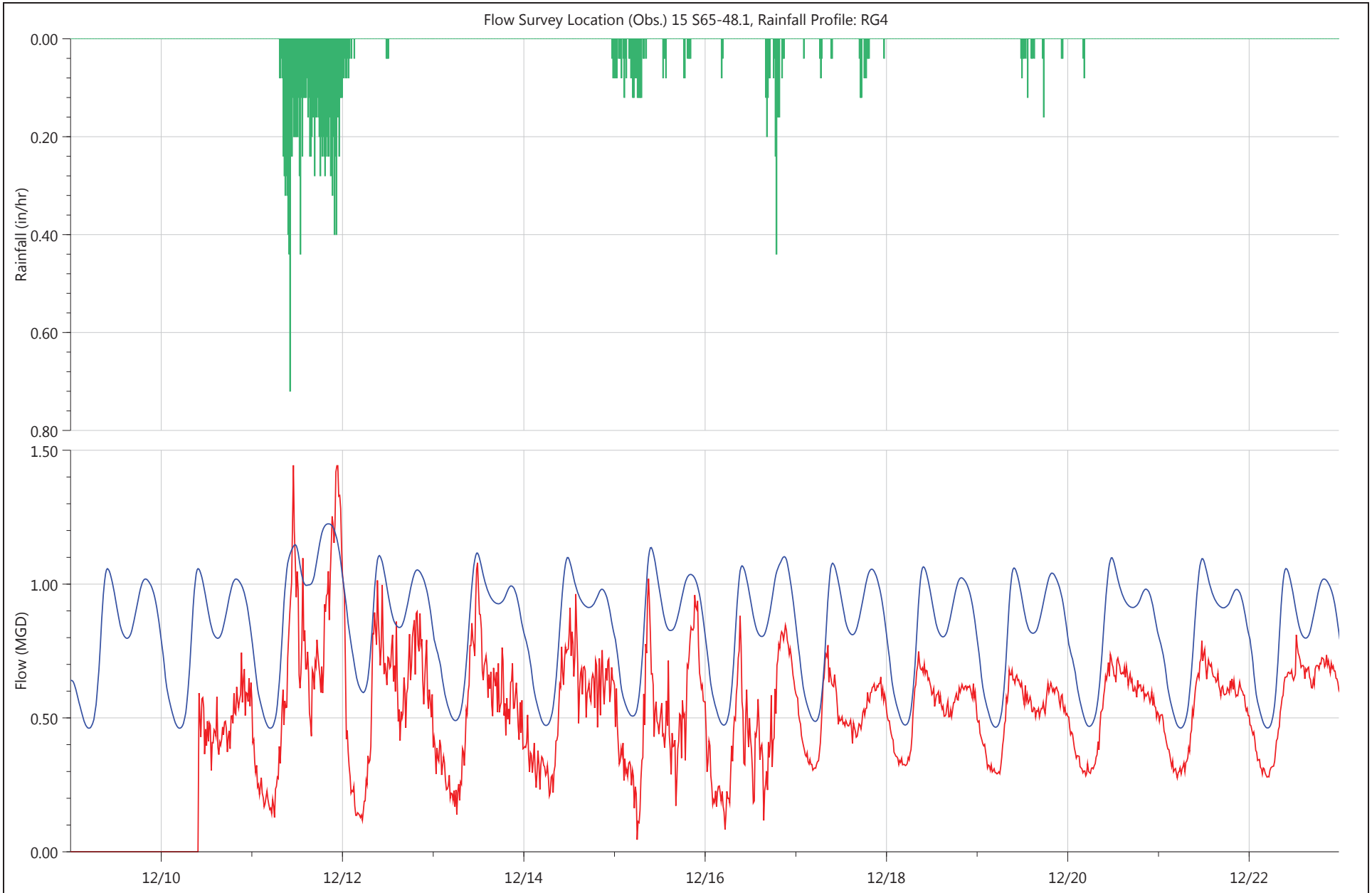
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	4.744	30.784
...WI)>Rainfall Event (11/18-3/05)				0.658	4.793	29.586



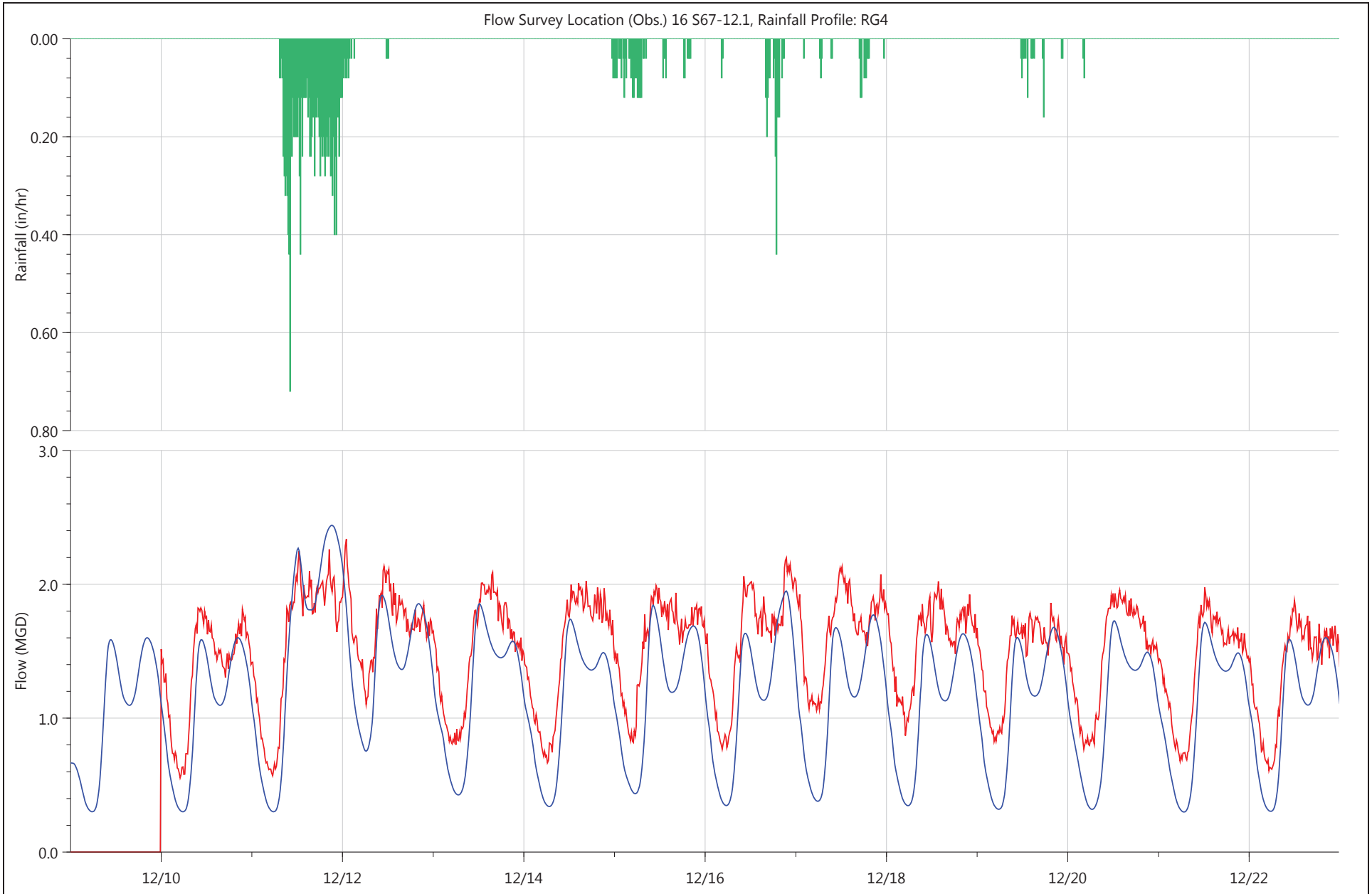
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.910	0.640	0.015			
Obs.				0.000	7.220	46.706
...WI)>Rainfall Event (11/18-3/05)				1.243	7.806	56.519



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.990	1.280	0.015			
Obs.				0.000	1.116	7.220
...WI)>Rainfall Event (11/18-3/05)				0.206	1.159	7.918

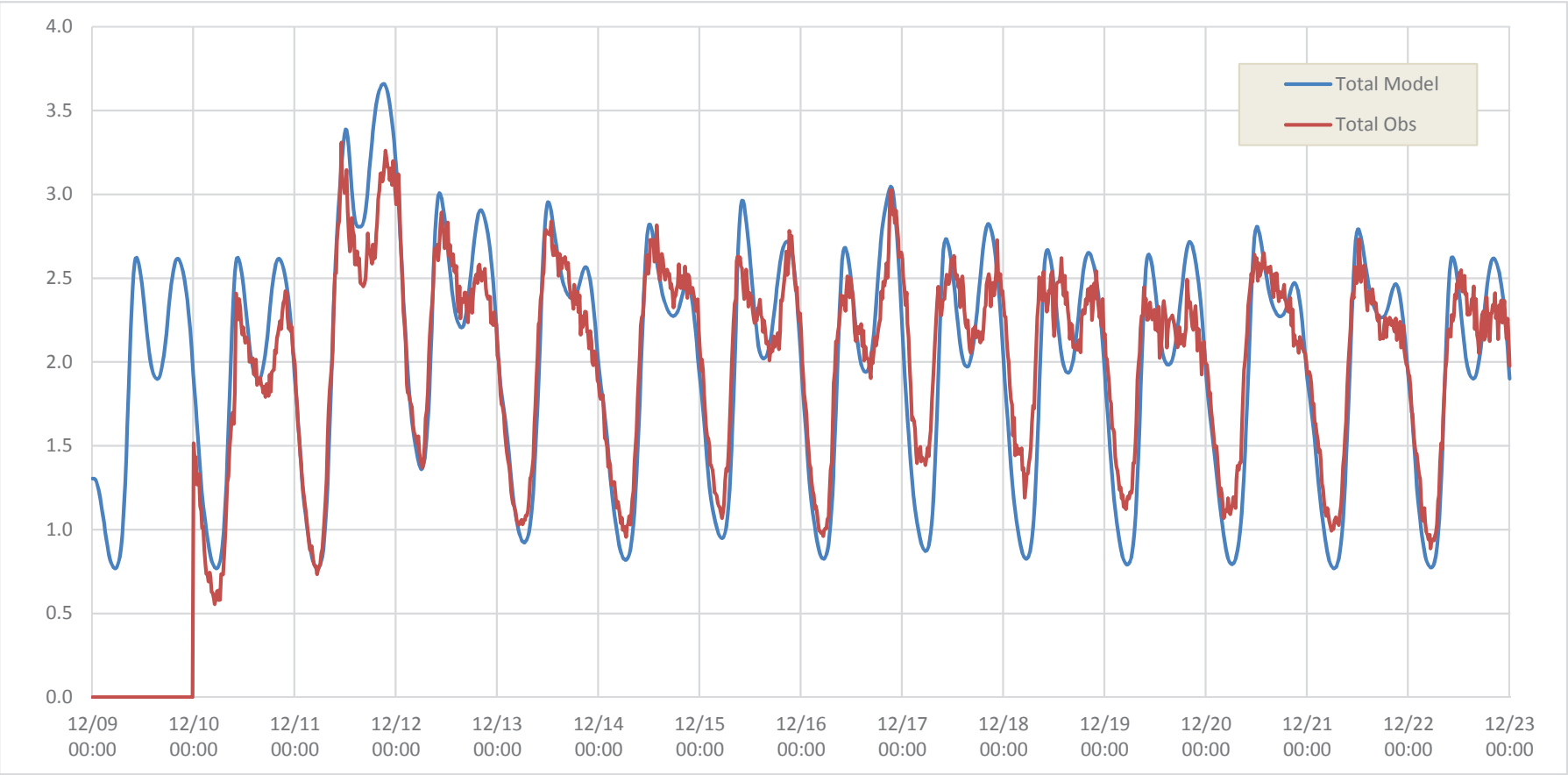


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	1.444	6.741
...WI)>Rainfall Event (11/18-3/05)				0.462	1.225	11.647

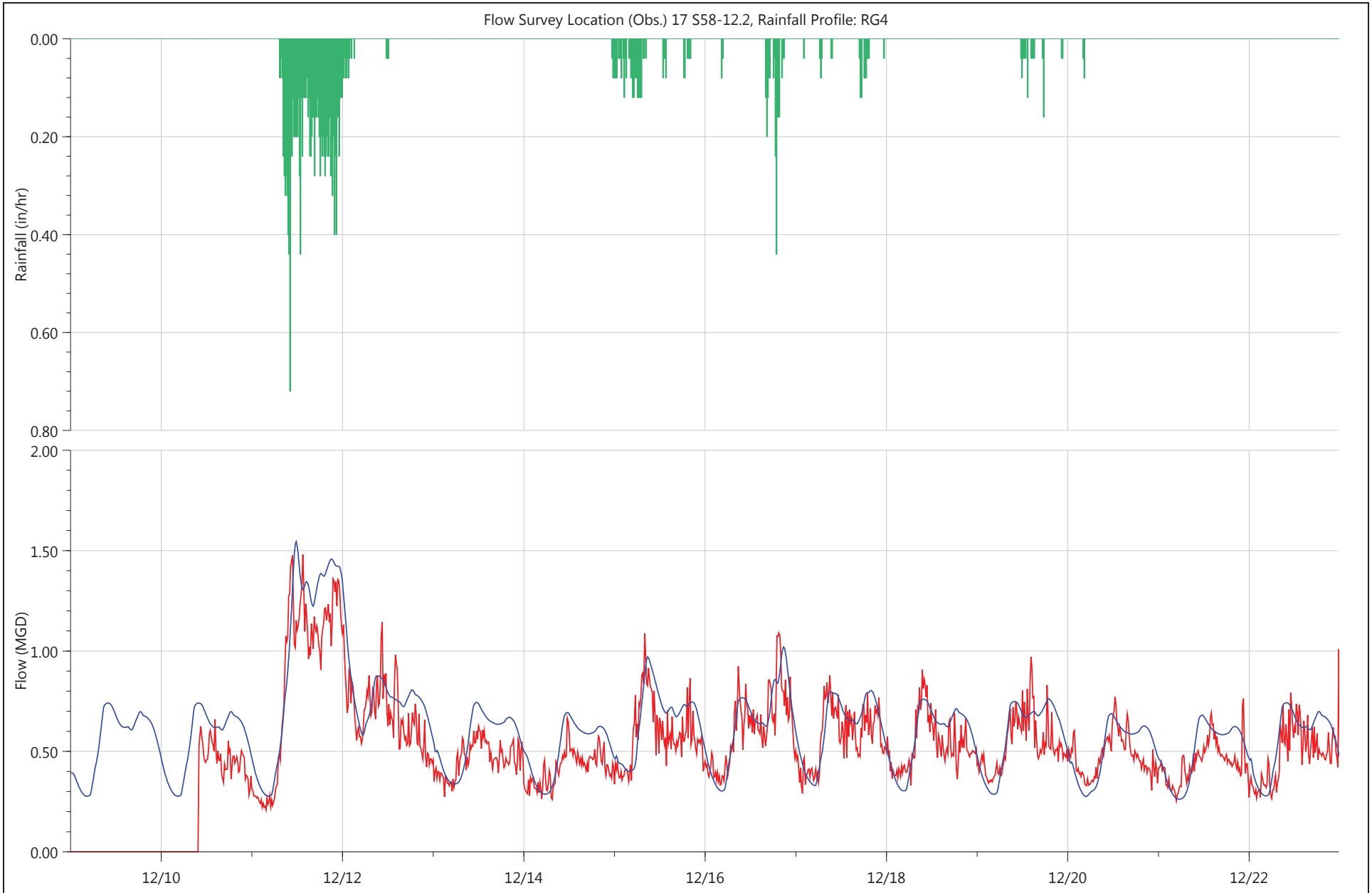


	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	2.337	19.637
...WI)>Rainfall Event (11/18-3/05)				0.299	2.440	16.365

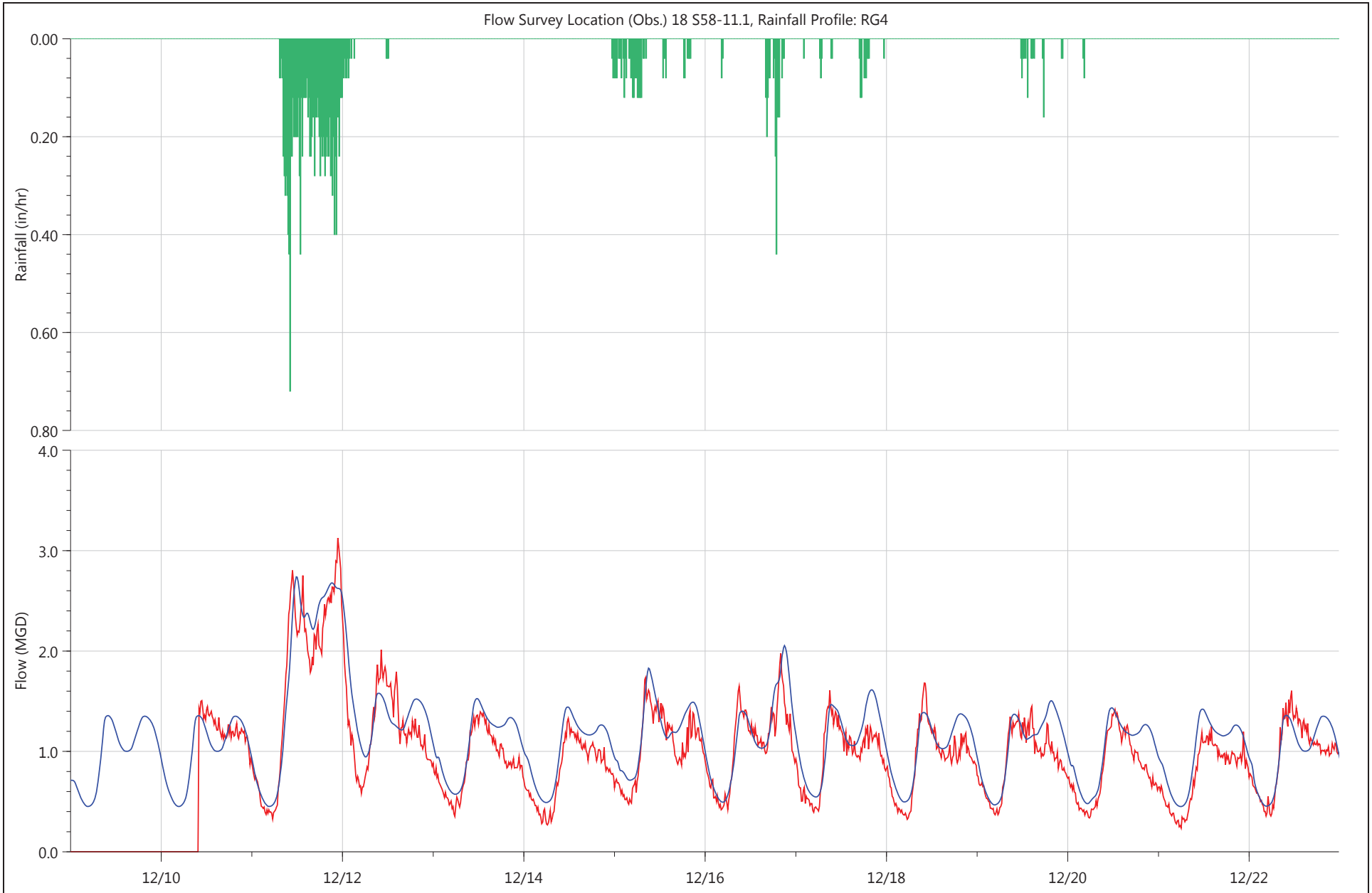
Flow Meters 15 + 16



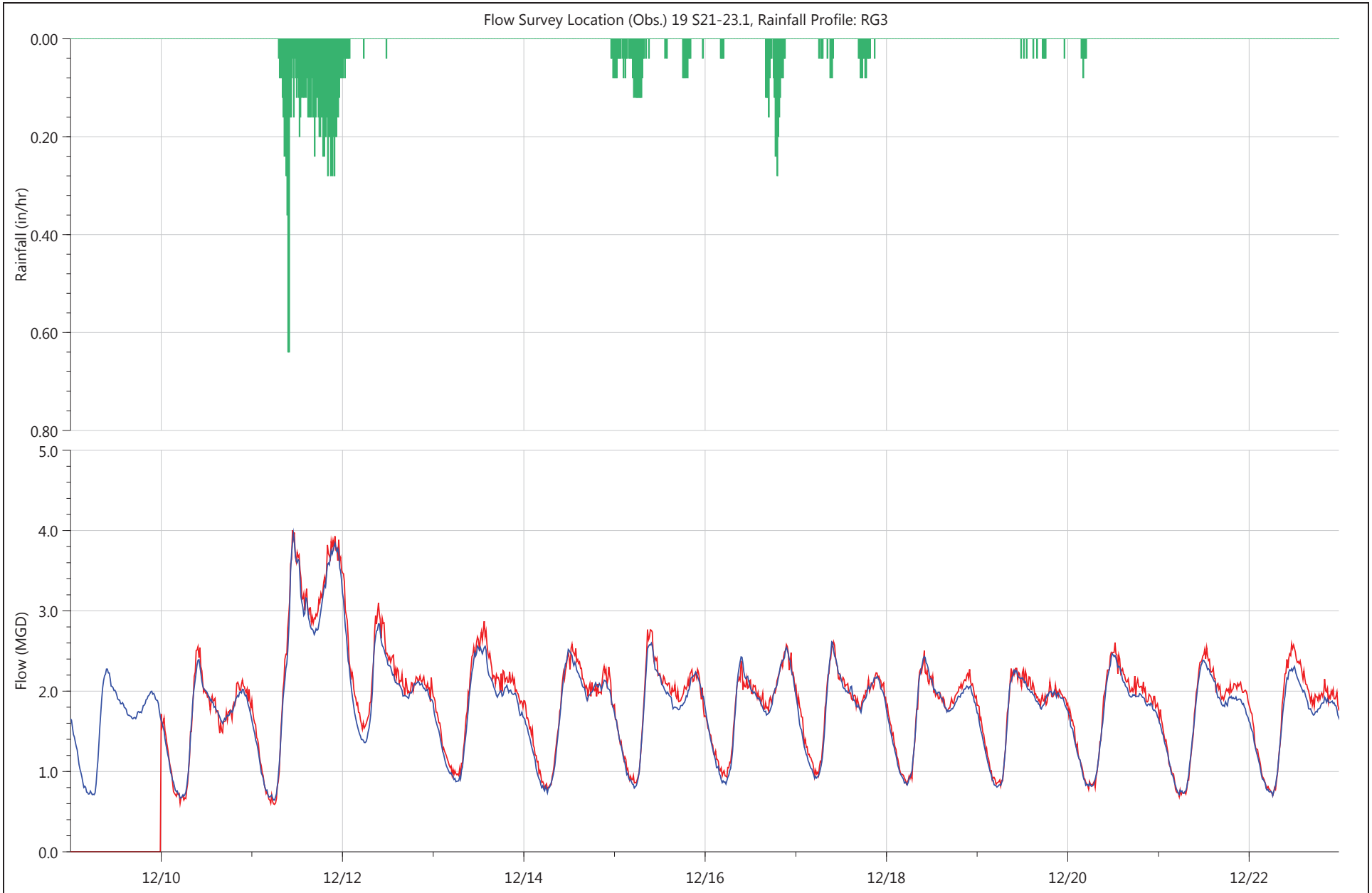
	Min	Max	Volume
Obs	-	3.310	26.368
Model	0.769	3.660	28.007



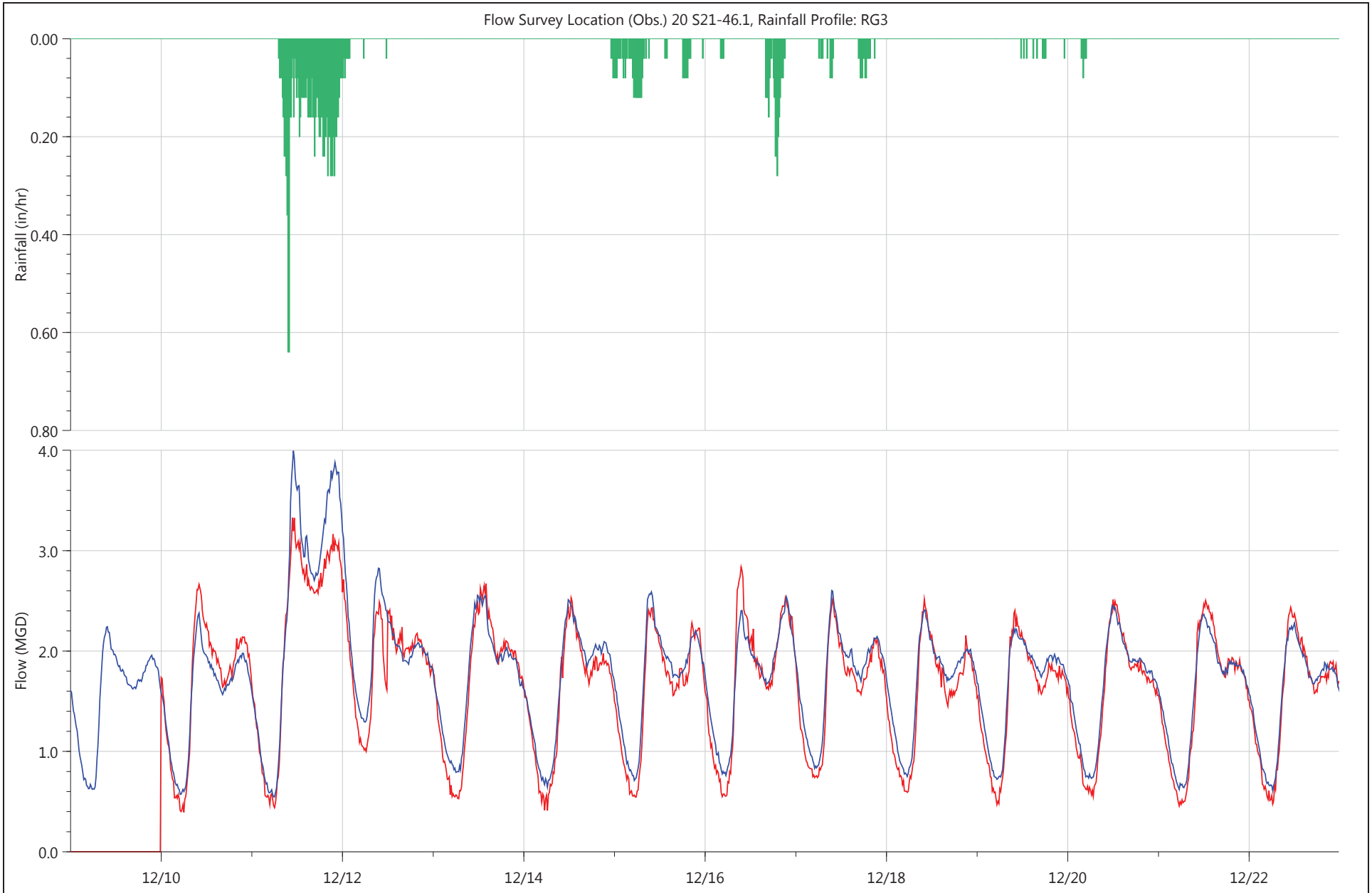
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	1.480	6.975
...WI)>Rainfall Event (11/18-3/05)				0.262	1.545	8.583



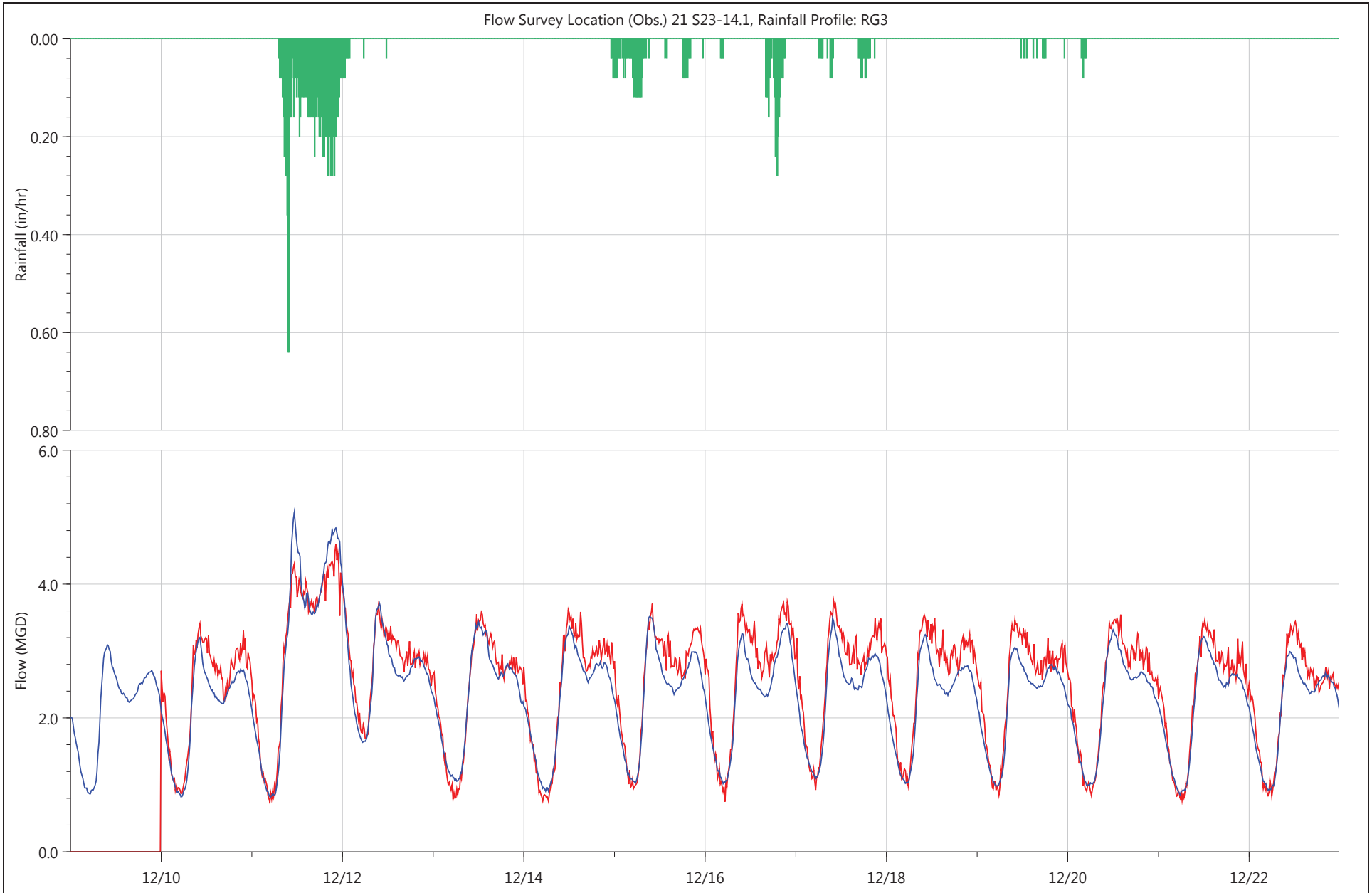
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	3.126	12.863
...WI)>Rainfall Event (11/18-3/05)				0.451	2.739	15.733



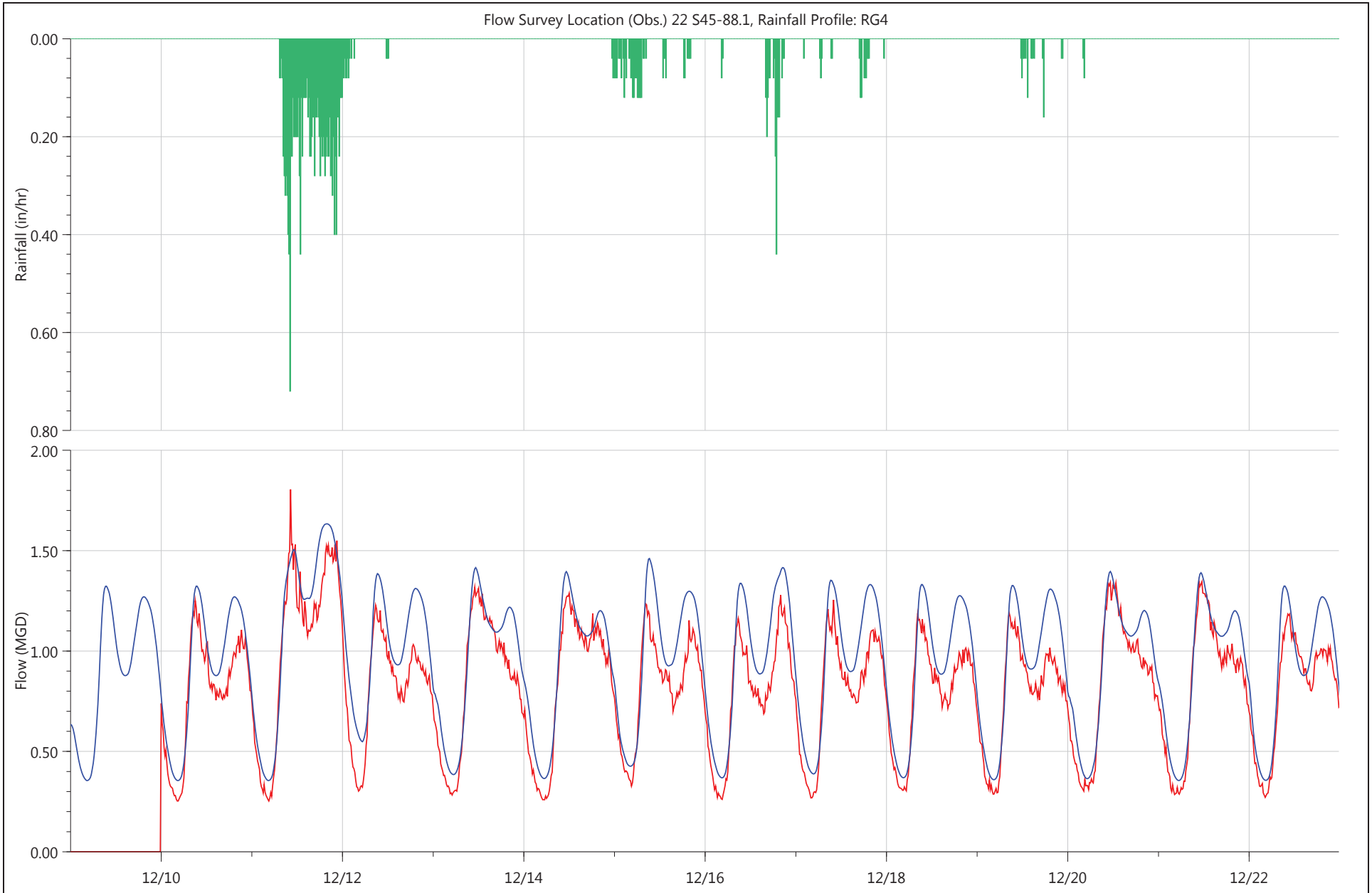
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.910	0.640	0.015			
Obs.				0.000	4.003	24.296
...WI)>Rainfall Event (11/18-3/05)				0.643	3.964	24.949



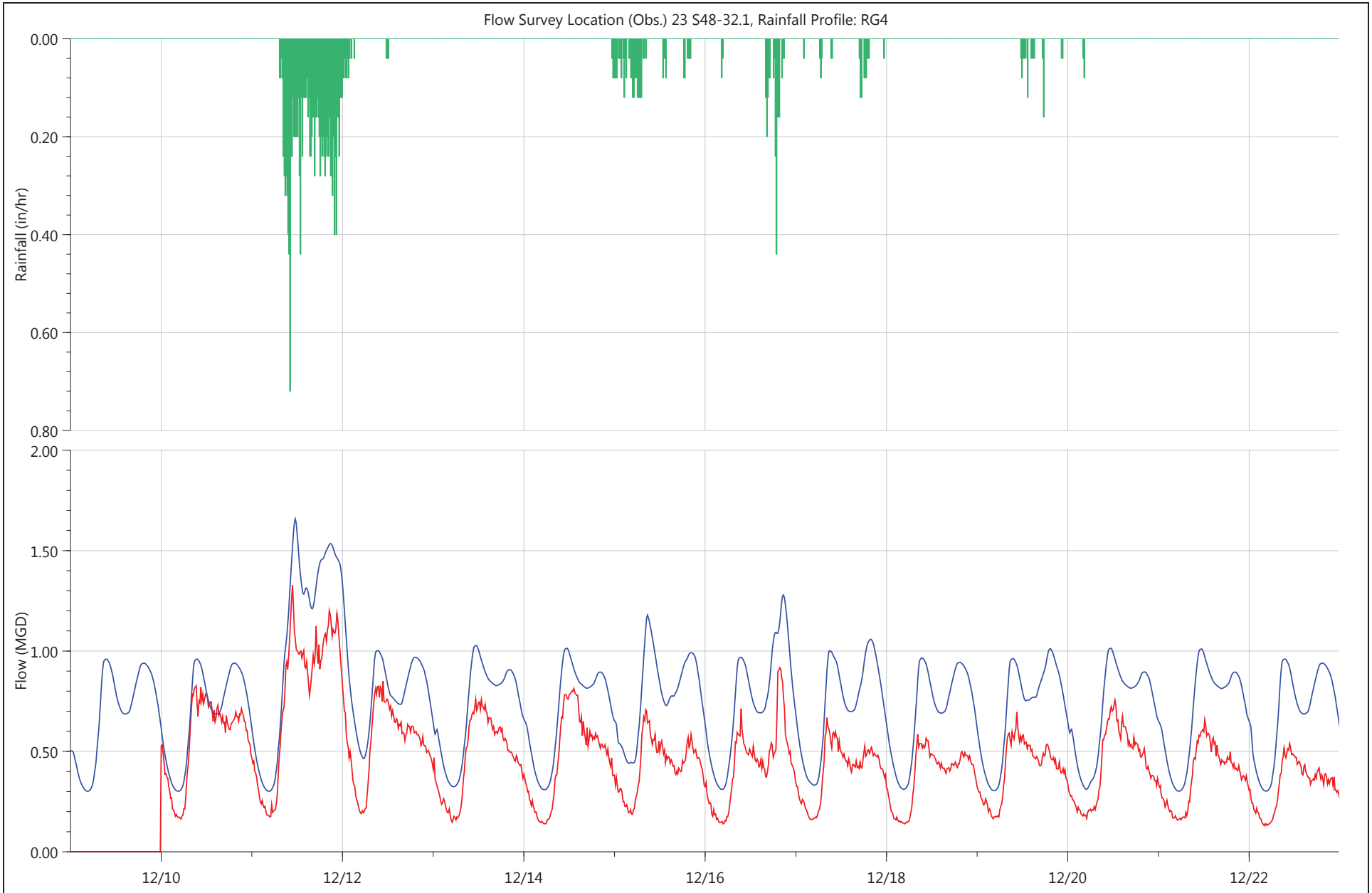
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.910	0.640	0.015			
Obs.				0.000	3.327	21.626
...WI)>Rainfall Event (11/18-3/05)				0.546	3.994	24.277



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	4.910	0.640	0.015			
Obs.				0.000	4.598	33.191
...WI)>Rainfall Event (11/18-3/05)				0.820	5.070	32.771



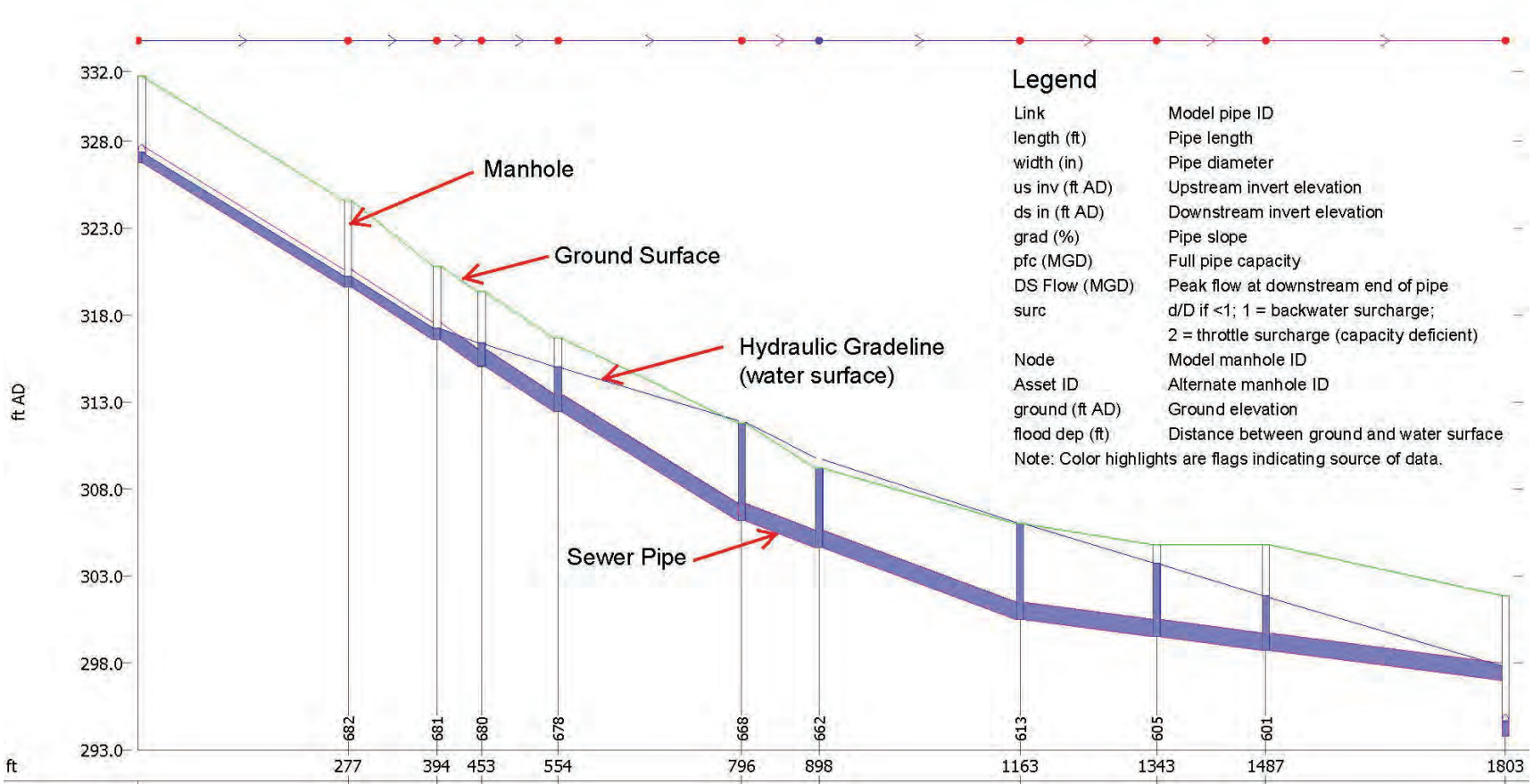
	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	1.805	10.722
...WI)>Rainfall Event (11/18-3/05)				0.355	1.633	13.257



	Rainfall			Flow (MGD)		
	Depth (in)	Peak (in/hr)	Average (in/hr)	Min	Max	Volume (US Mgal)
Rain	5.510	0.720	0.016			
Obs.				0.000	1.328	6.045
...WI)>Rainfall Event (11/18-3/05)				0.302	1.657	10.419

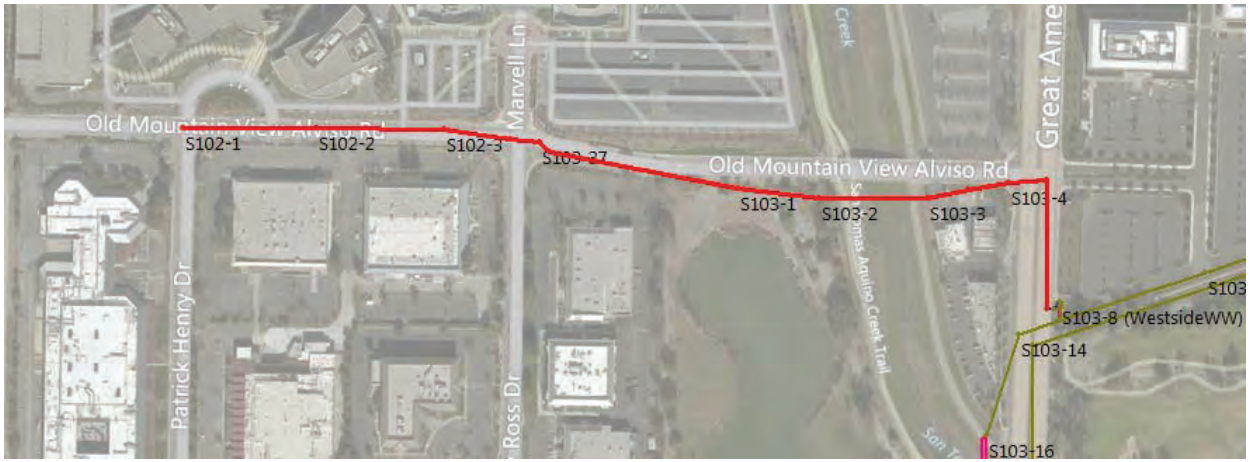
Appendix D - Model Hydraulic Profiles of Capacity Deficiencies

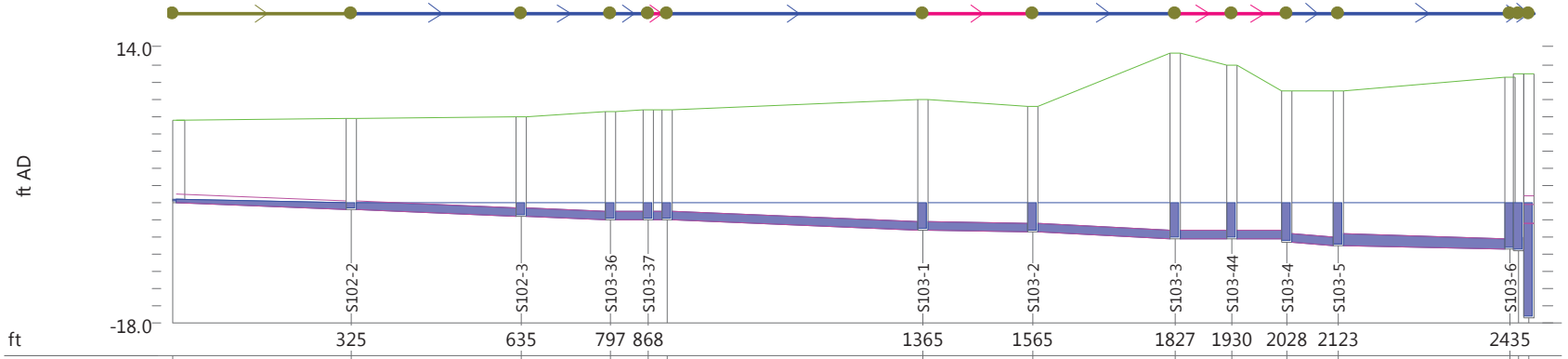
Example Model Hydraulic Profile and Legend



ft		277	394	453	554	796	898	1163	1343	1487	1803
Link	5837.1	682.1	681.1	680.1	678.1	668.1	662.1	613.1	605.1	601.1	
length (ft)	277.0	117.0	59.0	101.0	242.0	102.0	265.0	180.0	144.0	316.0	
width (in)	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	
us inv (ft AD)	326.783	319.613	-	315.058	312.444	306.180	304.630	300.500	299.510	298.730	
ds inv (ft AD)	319.613	316.585	-	312.444	306.180	304.630	300.500	299.510	298.730	297.000	
grad (%)	2.588	2.588	2.588	2.588	2.588	1.520	1.558	0.550	0.542	0.547	
pfc (MGD)	3.71	3.71	3.71	3.71	3.71	2.84	2.88	1.71	1.70	1.70	
DS Flow (MGD)	2.30485	2.30576	-	2.53147	2.54765	3.45051	2.62876	2.55746	2.54577	2.54206	
surc	0.61	0.67	1.00	1.00	1.00	2.00	1.00	2.00	2.00	2.00	
Node	5837	682	681	680	678	668	662	613	605	601	593
Asset ID											
ground (ft AD)	331.750	324.583	-	-	316.667	311.800	309.200	306.000	304.800	304.800	301.880
flood dep (ft)	-4.370	-4.361	-3.582	-2.929	-1.630	-0.000	0.000	-0.000	-1.040	-2.921	-7.190

Deficiency ID: 1 (Westside Lift Station, future peak wet weather flow)



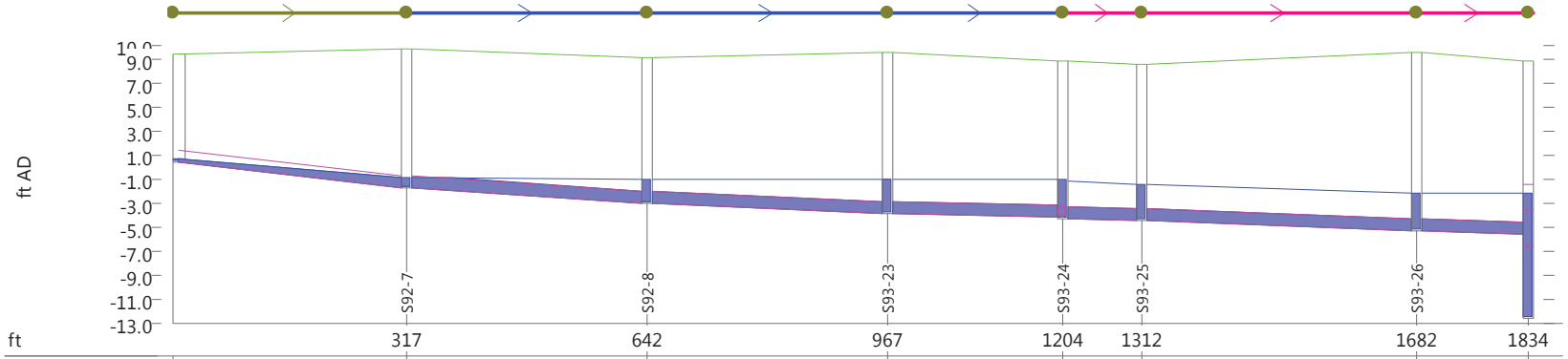


ft 325 635 797 868 1365 1565 1827 1930 2028 2123 2435

Link	S102-1.1	S102-2.1	S102-3.1	-	-	S103-38.1	S103-1.1	S103-2.1	-	-	-	S103-5.1
length (ft)	325.0	310.0	162.0	71.0	-	465.0	200.0	261.3	103.5	98.0	94.5	312.0
width (in)	12.0	12.0	12.0	12.0	-	12.0	12.0	12.0	12.0	12.0	12.0	15.0
us inv (ft AD)	-3.980	-4.830	-5.590	-	-	-5.960	-7.230	-7.410	-8.070	-8.110	-	-8.880
ds inv (ft AD)	-4.830	-5.590	-5.970	-	-	-7.230	-7.410	-8.070	-8.110	-8.130	-	-9.430
grad (%)	0.262	0.245	0.235	-	-	0.273	0.090	0.253	0.039	0.020	0.423	0.176
pfc (MGD)	1.18	1.14	1.12	-	-	1.20	0.69	1.16	0.45	0.33	1.50	1.75
surc	0.85	1.00	1.00	1.00	-	1.00	2.00	1.00	2.00	2.00	1.00	1.00
DS Flow (MGD)	0.4165	0.6209	0.6338	-	-	0.6809	0.7150	0.7780	0.8643	-	-	1.4054
DS Velocity (ft/s)	1.566	1.452	1.198	-	-	1.261	1.323	1.427	1.586	1.770	1.976	1.645

Node	S102-1	S102-2	S102-3	-	-	S103-38	S103-1	S103-2	S103-3	-	-	S103-5	S103-6
ground (ft AD)	5.570	5.720	5.860	6.630	-	6.660	7.870	7.140	13.230	-	-	9.020	10.570
flood dep (ft)	-9.212	-9.699	-9.877	-	-	-10.694	-11.935	-11.195	-17.259	-	-	-13.021	-14.558

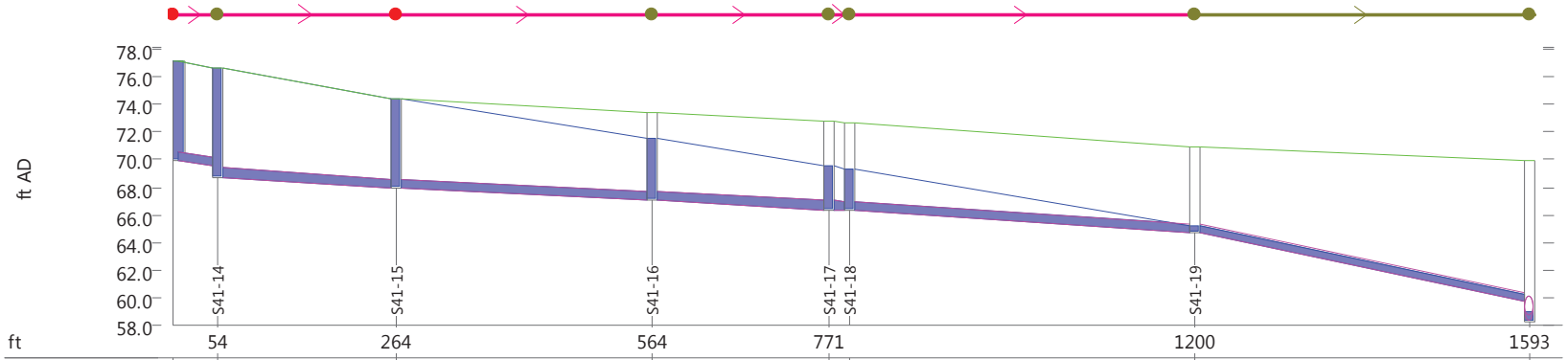
Deficiency ID: 2 (Tasman Lift Station, future peak wet weather flow)



Link	S92-6.1	S92-7.1	S92-8.1	S93-23.1	S93-24.1	S93-25.1	S93-26.1
length (ft)	317.0	325.0	325.0	237.0	108.0	370.0	152.0
width (in)	12.0	12.0	12.0	12.0	12.0	12.0	12.0
us inv (ft AD)	0.450	-1.690	-2.990	-3.820	-4.230	-4.380	-5.260
ds inv (ft AD)	-1.690	-2.990	-3.820	-4.180	-4.380	-5.260	-5.570
grad (%)	0.675	0.400	0.255	0.152	0.139	0.238	0.204
pfc (MGD)	1.89	1.46	1.16	0.90	0.86	1.12	1.04
surc	0.79	1.00	1.00	1.00	2.00	2.00	2.00
DS Flow (MGD)	0.3660	0.4199	0.4253	0.4291	1.6103	1.6187	1.8807
DS Velocity (ft/s)	2.155	1.753	1.086	0.780	2.962	3.046	10.278

Node	S92-6	S92-7	S92-8	S93-23	S93-24	S93-25	S93-26	-
ground (ft AD)	9.400	9.810	9.010	9.480	8.770	8.520	9.540	-
flood dep (ft)	-8.659	-10.708	-10.001	-10.499	-9.811	-9.942	-11.666	-

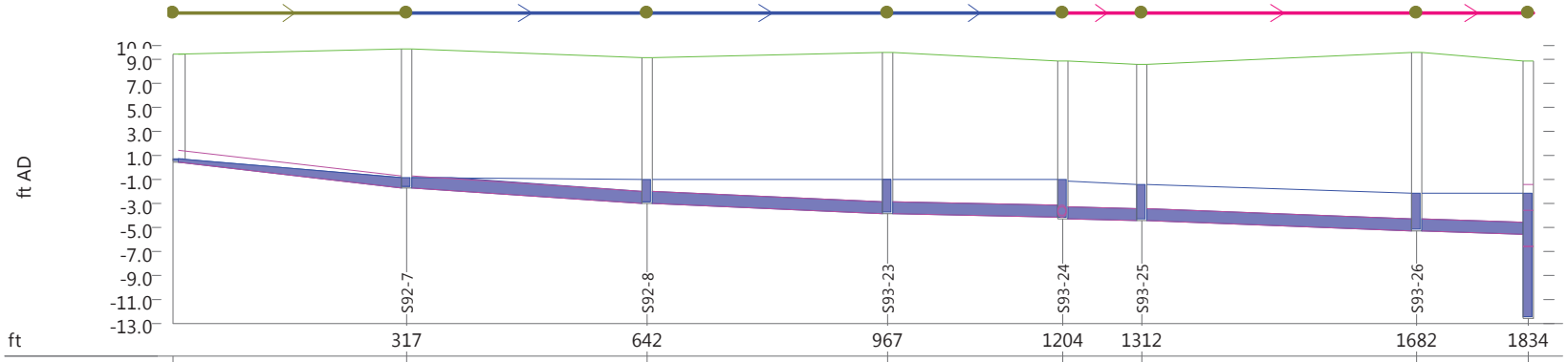
Deficiency ID: 3 (Cabrillo Avenue, future peak wet weather flow)



Link	-	S41-14.1	S41-15.1	S41-16.1	-	S41-18.1	S41-19.1
length (ft)	54.0	209.6	300.3	207.0	-	404.0	392.9
width (in)	8.0	8.0	8.0	8.0	-	8.0	8.0
us inv (ft AD)	-	68.740	67.920	67.020	-	66.290	64.730
ds inv (ft AD)	-	67.920	67.020	66.350	-	64.730	59.770
grad (%)	-	0.391	0.300	0.324	-	0.386	1.262
pfc (MGD)	0.63	0.49	0.43	0.44	-	0.49	0.88
surc	2.00	2.00	2.00	2.00	-	2.00	0.75
DS Flow (MGD)	-	0.7757	0.7506	0.7537	-	0.7657	0.7784
DS Velocity (ft/s)	-	2.736	2.819	2.956	-	4.064	4.342

Node	S41-14	S41-15	S41-16	S41-17	S41-18	S41-19	S41-20
ground (ft AD)	76.540	74.370	73.320	72.700	72.690	70.880	69.860
flood dep (ft)	-0.004	0.000	-1.754	-3.134	-3.393	-5.636	-10.764

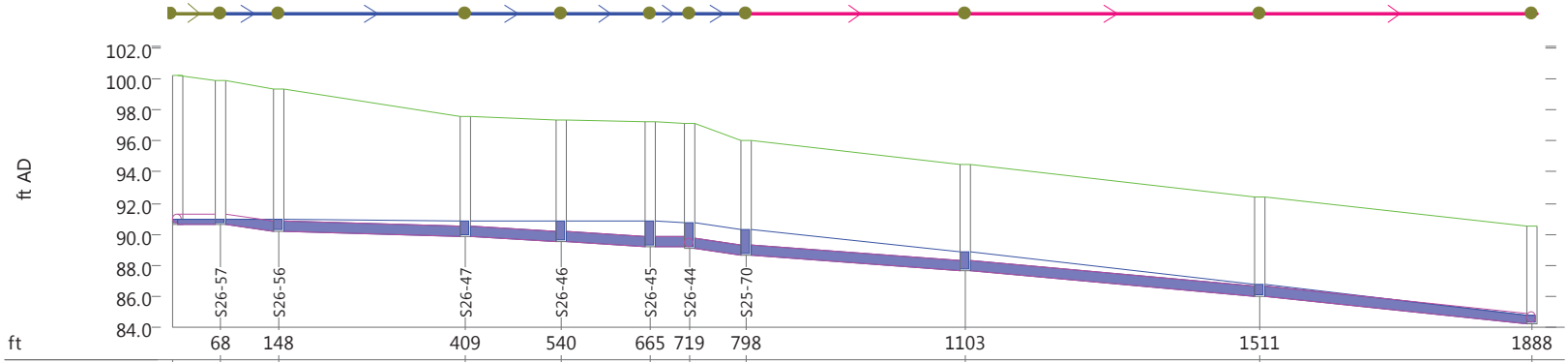
Deficiency ID: 4 (Tasman Drive, future peak wet weather flow)



Link	S92-6.1	S92-7.1	S92-8.1	S93-23.1	S93-24.1	S93-25.1	S93-26.1
length (ft)	317.0	325.0	325.0	237.0	108.0	370.0	152.0
width (in)	12.0	12.0	12.0	12.0	12.0	12.0	12.0
us inv (ft AD)	0.450	-1.690	-2.990	-3.820	-4.230	-4.380	-5.260
ds inv (ft AD)	-1.690	-2.990	-3.820	-4.180	-4.380	-5.260	-5.570
grad (%)	0.675	0.400	0.255	0.152	0.139	0.238	0.204
pfc (MGD)	1.89	1.46	1.16	0.90	0.86	1.12	1.04
surc	0.79	1.00	1.00	1.00	2.00	2.00	2.00
DS Flow (MGD)	0.3660	0.4199	0.4253	0.4291	1.6103	1.6187	1.8807
DS Velocity (ft/s)	2.155	1.753	1.086	0.780	2.962	3.046	10.278

Node	S92-6	S92-7	S92-8	S93-23	S93-24	S93-25	S93-26	-
ground (ft AD)	9.400	9.810	9.010	9.480	8.770	8.520	9.540	-
flood dep (ft)	-8.659	-10.708	-10.001	-10.499	-9.811	-9.942	-11.666	-

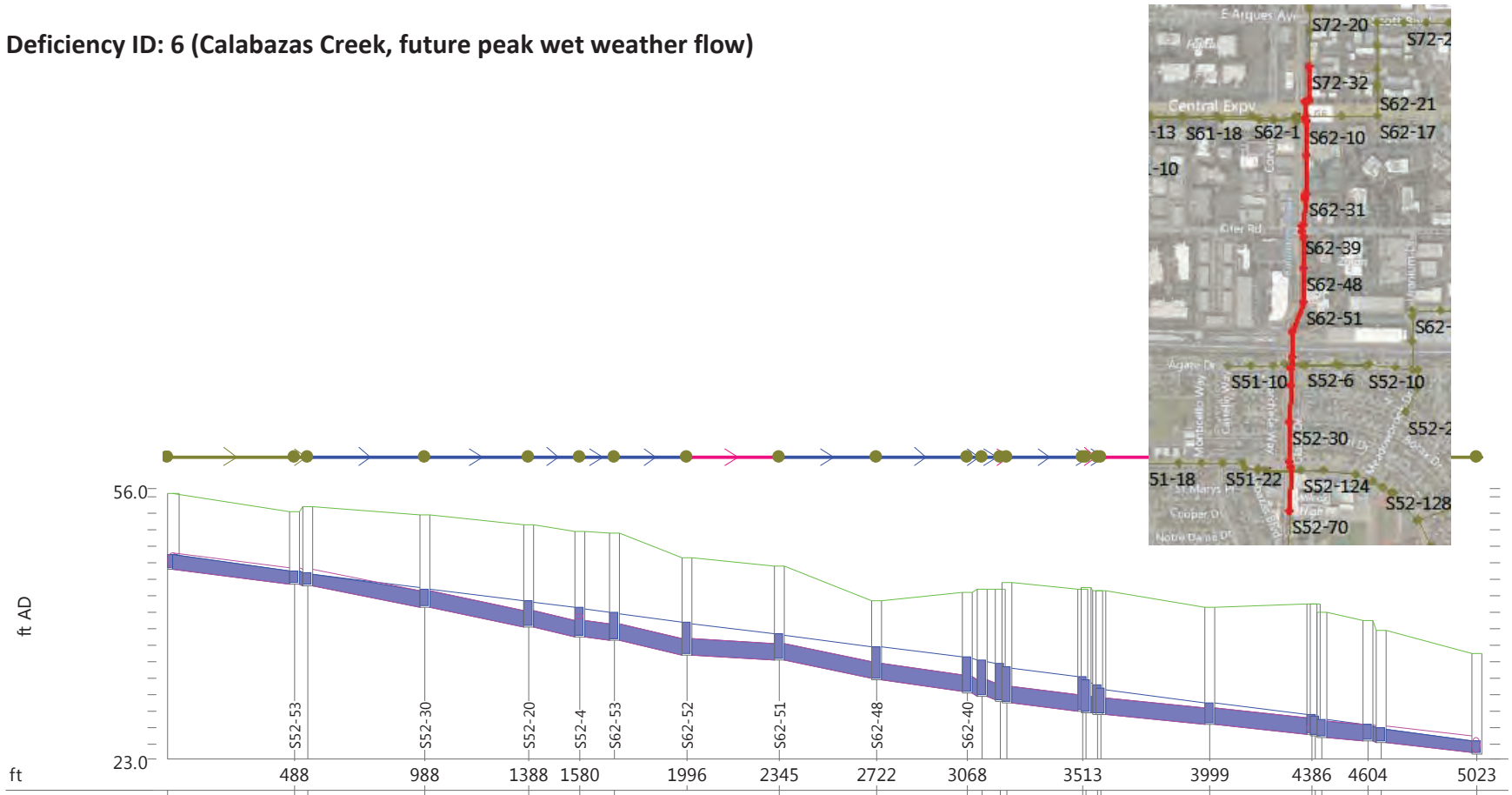
Deficiency ID: 5 (Scott Blvd., future peak wet weather flow)



Link	-	-	S26-56.1	S26-47.1	S26-46.1	-	-	S25-70.1	S25-57.1	S25-46.1
length (ft)	68.0	80.1	260.5	131.5	124.4	54.2	79.4	304.4	408.3	376.7
width (in)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
us inv (ft AD)	-	90.600	90.230	89.900	89.570	-	89.100	88.700	87.710	86.050
ds inv (ft AD)	-	90.230	89.900	89.570	89.250	-	88.700	87.710	86.050	84.260
grad (%)	0.029	0.462	0.127	0.251	0.257	-	0.504	0.325	0.407	0.475
pfc (MGD)	0.13	0.53	0.28	0.39	0.40	0.24	0.55	0.45	0.50	0.54
surc	0.61	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
DS Flow (MGD)	-	0.1164	0.1306	0.1405	0.1412	-	0.5253	0.5271	0.5413	0.5453
DS Velocity (ft/s)	1.161	1.017	1.405	1.479	0.998	-	2.172	2.388	2.616	2.571

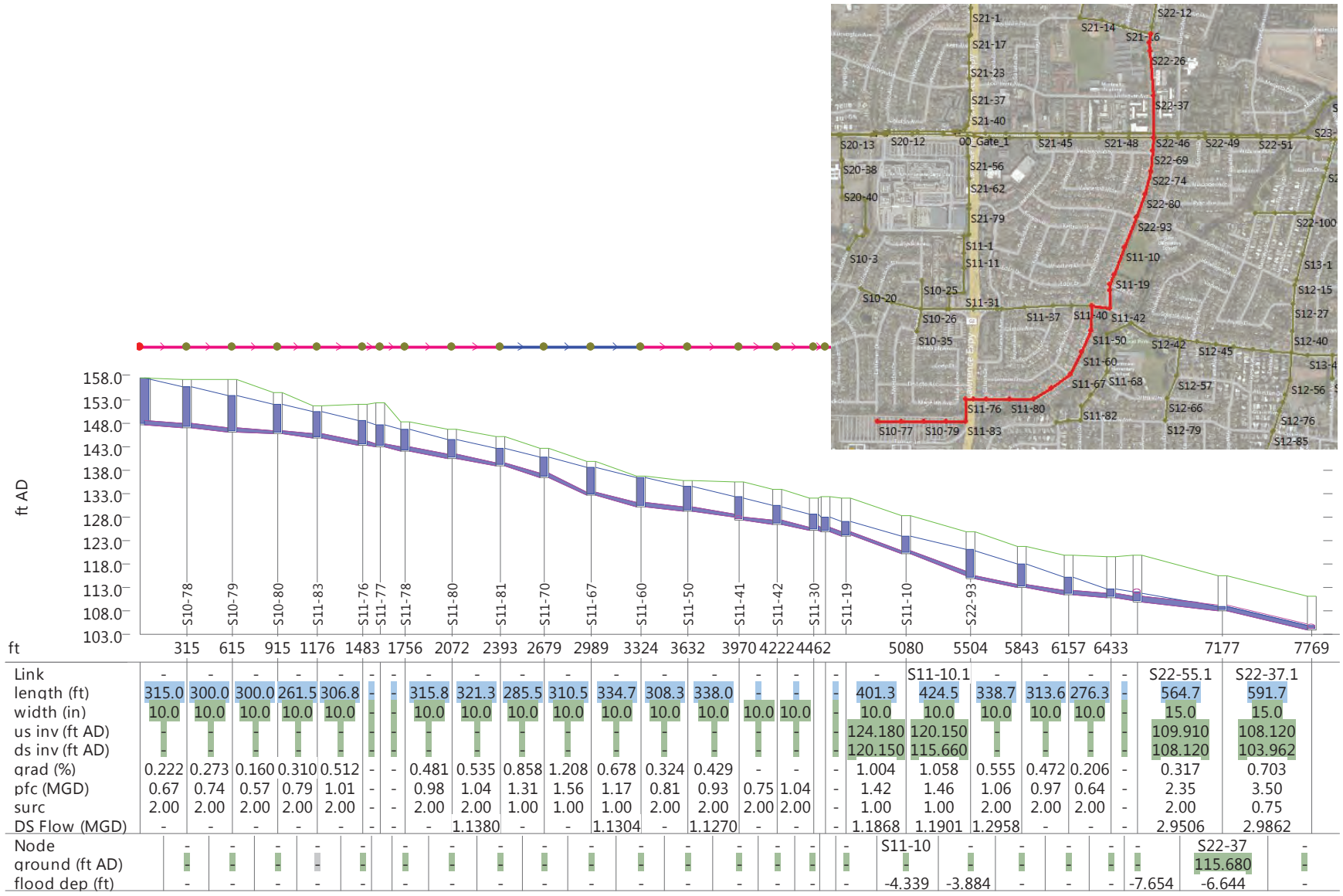
Node	-	S26-56	S26-47	S26-46	-	-	S25-70	S25-57	S25-46	S25-37
ground (ft AD)	-	99.330	97.500	97.320	-	-	96.050	94.460	92.350	90.580
flood dep (ft)	-	-8.344	-6.588	-6.456	-	-	-5.717	-5.603	-5.548	-5.728

Deficiency ID: 6 (Calabazas Creek, future peak wet weather flow)



Link	S52-70.1		S52-52.1	S52-30.1	-	-	S62-53.1	S62-52.1	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	S62-15.1
length (ft)	488.0		446.0	400.0	192.0	-	282.4	349.4	377.2	345.3	-	292.8	421.8	386.4	177.7	371.6
width (in)	24.0		24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	-	24.0	24.0	24.0	24.0	24.0
us inv (ft AD)	46.200		44.190	41.530	-	-	37.500	35.830	35.170	32.790	-	30.000	28.500	27.270	-	25.140
ds inv (ft AD)	44.410		41.530	39.150	-	-	35.830	35.170	32.890	31.290	-	28.930	27.270	26.130	-	23.880
grad (%)	0.367		0.596	0.595	0.594	-	0.591	0.189	0.604	0.434	-	0.365	0.292	0.295	0.270	0.339
pfc (MGD)	8.86		11.29	11.28	11.27	9.05	11.25	6.36	11.37	9.64	-	8.84	7.90	7.94	7.60	8.52
surc	0.92		1.00	1.00	1.00	1.00	1.00	2.00	1.00	1.00	-	1.00	2.00	2.00	2.00	0.79
DS Flow (MGD)	8.9664		8.9647	8.9647	-	-	8.8144	8.8145	8.8146	8.8147	-	8.8151	8.8158	8.8161	-	8.2537
DS Velocity (ft/s)	5.312		5.995	5.720	4.933	-	4.094	5.796	5.714	5.787	-	4.847	4.227	4.244	4.195	5.185
Node	-	S52-53	-	S52-30	S52-20	-	-	S62-52	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	-	-
ground (ft AD)	-	53.310	53.810	52.950	51.710	-	-	47.740	46.720	42.360	-	-	-	-	41.540	-	-	-	-	-
flood dep (ft)	-7.509	-7.243	-8.042	-9.025	-9.362	-	-	-7.912	-8.325	-5.527	-	-	-	-	-11.608	-	-	-	-	-

Deficiency ID: 7 (Tracy Dr., Pomeroy Ave., and Homestead Rd., future peak wet weather flow)



Link	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S11-10.1	-	-	-	-	S22-55.1	S22-37.1
length (ft)	315.0	300.0	300.0	261.5	306.8	-	-	315.8	321.3	285.5	310.5	334.7	308.3	338.0	-	-	-	401.3	424.5	338.7	313.6	276.3	-	564.7	591.7	
width (in)	10.0	10.0	10.0	10.0	10.0	-	-	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	-	10.0	10.0	10.0	10.0	10.0	-	15.0	15.0	
us inv (ft AD)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	124.180	120.150	-	-	-	-	109.910	108.120	
ds inv (ft AD)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120.150	115.660	-	-	-	-	108.120	103.962	
grad (%)	0.222	0.273	0.160	0.310	0.512	-	-	0.481	0.535	0.858	1.208	0.678	0.324	0.429	-	-	-	1.004	1.058	0.555	0.472	0.206	-	0.317	0.703	
pfc (MGD)	0.67	0.74	0.57	0.79	1.01	-	-	0.98	1.04	1.31	1.56	1.17	0.81	0.93	0.75	1.04	-	1.42	1.46	1.06	0.97	0.64	-	2.35	3.50	
surc	2.00	2.00	2.00	2.00	2.00	-	-	2.00	2.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	-	1.00	1.00	2.00	2.00	2.00	-	2.00	0.75	
DS Flow (MGD)	-	-	-	-	-	-	-	-	1.1380	-	-	1.1304	-	1.1270	-	-	-	1.1868	1.1901	1.2958	-	-	-	2.9506	2.9862	

Node	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S11-10	-	-	-	-	-	S22-37	-
ground (ft AD)																									115.680	
flood dep (ft)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-4.339	-3.884	-	-	-	-7.654	-6.644	-

Appendix E - Rabello & Northside Pump Station Capacity and Forcemain Calibration TM

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Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

MEMORANDUM

TO:	Winola Cheong, PE, RMC Water and Environment	DATE:	November 13, 2015
FROM:	Glen Anderson, PE	JOB#:	RM&C.06.15
SUBJECT:	Rabello and Northside Pump Station Capacity and Forcemain Calibration		

Background

As part of the Sanitary Sewer Master Plan (SSMP) for the City of Santa Clara, RMC retained Schaaf & Wheeler to assist in pump station analysis. As part of this analysis, Schaaf & Wheeler performed flow testing on the Northside and Rabello pump stations to determine the pump station capacity. In order to ensure accurate results, the City calibrated the flow meters and installed pressure gauges on the forcemains leaving each station. It is important to note that the tests were performed under dynamic circumstances, and though accurate, are subject to errors induced by changing conditions, inaccurate equipment, and error in reading equipment output.

Flow Tests

The Rabello pump station is equipped with eight, 60 horsepower Flygt NP 3202 pumps. During the flow test, combinations of pumps were run, and the wetwell level, flow rate, and forcemain pressure were recorded. The results of the Rabello pump station flow test are outlined in Table 1 below.

Table 1: Rabello Pump Test Results

No. of Pumps	Pressure (psi)	Wetwell Level (ft)	Flow Rate (MGD)
0	4	7	0
1	5	6.6	8.04
3	12	6.3	14.95
5	16.5	5.9	18.5
7	19.5	5.4	20.1

The Northside pump station is equipped with four, 70 horsepower Flygt NP 3356 pumps. During the flow test, combinations of pumps were run, and the wetwell level, flow rate, and forcemain pressure were recorded. The results of the Northside pump station flow test are outlined in Table 2 below.

Table 2: Northide Pump Test Results*

No. of Pumps	Pressure (psi)	Wetwell Level (ft)	Flow Rate (kgpm)
0	1	7	0
1	4	6.5	7.0
2	9.5	5.9	10.9
3	13	5.2	14.4

**Schaaf & Wheeler was not present for these tests. Results provided by RMC.*

Using the data points above, as well as known forcemain lengths and diameters, and pump station record drawings, Schaaf & Wheeler created a system curve for each of the pump stations as shown in Figures 1 and 2. A theoretical system curve was generated using the Hazen-Williams equation, and the C factor, which is representative of pipe roughness, was adjusted until the theoretical system curve was similar to the observed system performance curve.

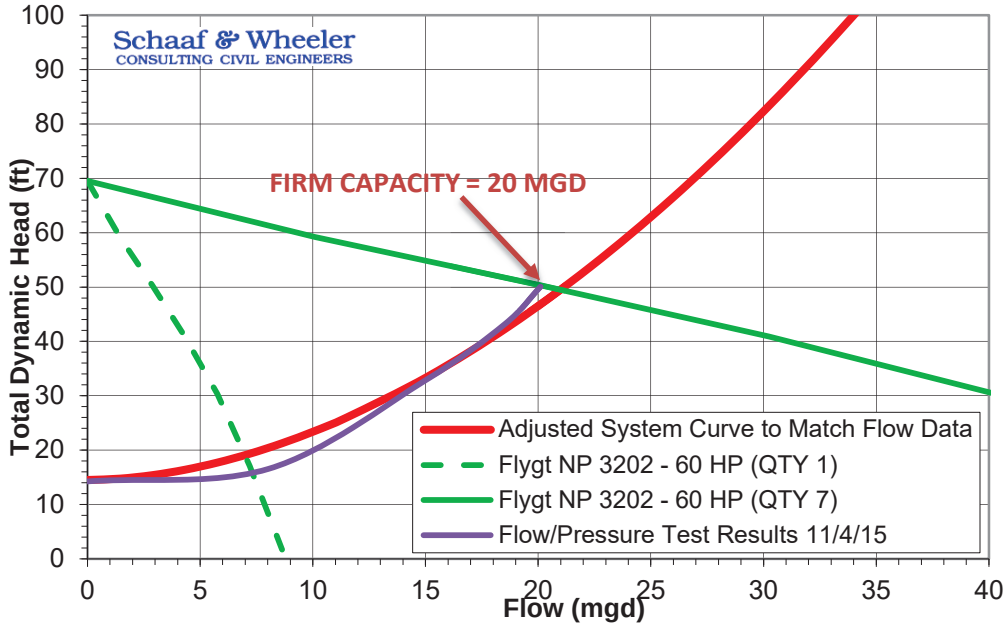

Figure 1: Rabello System Curve

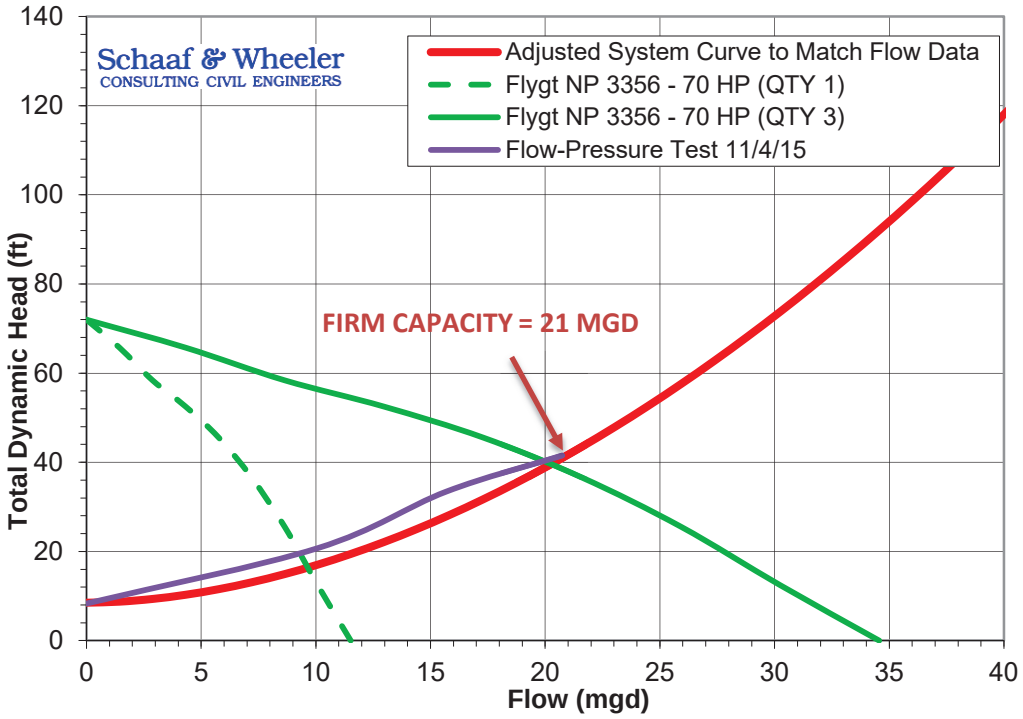

Figure 2: Northside System Curve

Results

By adjusting the C factor for each of the forcemains, Schaaf & Wheeler was able to closely match the theoretical system curve to the observed performance of each station. The C factor for the Rabello forcemain is 78 and the C factor for Northside is 77. Typical C factors for forcemains range from 100 to 150, with the higher C factor representing a smoother pipe. The low C factors of the Rabello and Northside forcemains indicate that the pipelines have rougher profiles than typical, or have severely reduced cross-sectional areas due to sediment buildup, or a combination of the two. It is recommended that the City include inspection and cleaning of each of these lines in its operations plan moving forward.

The Northside pumps appear to be operating at, or near their original performance point based on the provided pump curves. The Rabello pumps appear to be operating at a 12% reduction in performance when compared to the provided pump curves. The apparent performance reduction may be the result of an inaccurate flow meter, damaged pumps or impellers, or some unknown restriction between the pump inlet and the pressure gauge location.

Appendix F - Project Descriptions and Cost Estimates

City of Santa Clara Sanitary Sewer Improvement Projects

Project ID	Project Name	Priority	Estimated Capital Cost	Estimated Capital Cost for Alternatives
P1	Westside Lift Station Adjustment	1	$ -	$ -
P2	Tasman Lift Station Adjustment	1	$ -	$ -
P3	Cabrillo Avenue Sewer Improvement	2	$ 1,097,000	$ -
P4	Tasman Drive Sewer Improvement	3	$ 327,000	$ -
P5	Sewer Diversion at Los Prades Boulevard and Saratoga Avenue	3	$ 77,000	$ -
P6	Sewer Diversion at Calabazas Boulevard and Machado Avenue	3	$ 166,000	$ -
P6-Alt	Calabazas Creek Sewer Improvement	3	$ -	$ 1,334,000
E1	Tracy Drive Sewer Improvement	--	$ 4,654,000	$ -
	Total Estimated Cost for Projects P1 through P6:		**$ 1,667,000**	
	Total Estimated Cost for Projects P1 through P5 and P6-Alternative:			**$ 2,835,000**
	Total Estimated Cost for Projects P1 through P6, and Project E1:		**$ 6,321,000**	
	Total Estimated Cost for Projects P1 through P5, P6-Alternative, and Project E1:			**$ 7,489,000**

[1] ***Priority***

1 - Triggered under Current PDWF

2 - Triggered under Current PWWF

3 - Triggered under Future PWWF

Project P1: Westside Lift Station Adjustment

PROJECT DESCRIPTION	
Project ID	P1
Project Name	Westside Lift Station Adjustment
Project Location	Westside Lift Station
Description	Adjust set points for both pumps to eliminate backups in the influent line
Priority	1 - Triggered under Current PDWF
Estimated Capital Imp. Cost	$0
Comments	The current set point of the lead pump is several feet above the invert of the influent gravity line. Under this condition, the lead pump will not turn on until the influent line is completely submerged, causing backwater issues upstream. This can be resolved by adjusting the set points to be equal or lower than the invert of the influent line. The table below summarizes the recommended set points for both the lead pump and the lag pump. These settings should be evaluated by the City's pump operators to determine feasibility and if there are other operational issues that should be considered.

Recommended Revised Set Levels:

	Distance from Wet Well Floor (ft)		Distance from Wet Well Floor (ft)
High Level Alarm	8	Low Level Alarm	1.2
Lead On	6	Lead On	1.7
Lag On	7	Lag Off	2.2

Recommendations are based on the following information provided by the City:
Number of pumps at Westside Lift Station: 2 pumps. Identical.
Pump Make and Model: Flygt 3127

Project P2: Tasman Lift Station Adjustment

PROJECT DESCRIPTION	
Project ID	P2
Project Name	Tasman Lift Station Adjustment
Project Location	Tasman Lift Station
Description	Adjust set points for both pumps to eliminate backups in the influent line
Priority	1 - Triggered under Current PDWF
Estimated Capital Imp. Cost	$0
Comments	The current set point of the lead pump is several feet above the invert of the influent gravity line. Under this condition, the lead pump will not turn on until the influent line is completely submerged, causing backwater issues upstream. This can be resolved by adjusting the set points to be equal or lower than the invert of the influent line. The table below summarizes the recommended set points for both the lead pump and the lag pump. These settings should be evaluated by the City's pump operators to determine feasibility and if there are other operational issues that should be considered.

Recommended Revised Set Levels:

	Distance from Wet Well Floor (ft)		Distance from Wet Well Floor (ft)
High Level Alarm	7	Low Level Alarm	1.2
Lead On	6	Lead On	1.7
Lag On	6.5	Lag Off	2.2

Recommendations are based on the following information provided by the City:
Number of pumps at Tasman Lift Station: 2 pumps. Identical.
Pump Make and Model: Flygt CP 3127

Project P3: Cabrillo Avenue Sewer Improvement

PROJECT DESCRIPTION

Project ID	P3
Project Name	Cabrillo Avenue Sewer Improvement
Project Location	Cabrillo Ave. between Lawrence Expy. and Nobili Ave.
Description	Upsize approximately 1,600 feet of 8-in pipe to 12-in pipe
Priority	2 - Triggered under Current PWWF
Estimated Capital Imp. Cost	$1,097,000
Comments	(i) Pipes are listed in order from upstream to downstream (ii) The City should consider conducting a comprehensive inflow/infiltration (I/I) study with additional flow monitoring and other field investigations (e.g, smoke testing and CCTV inspection) prior to implementing this project. The project is located in an area of very high I/I according to flow data collected during the 2014/15 winter season. A previous flow monitoring program conducted in 2006 also showed similar findings. It is recommended that the City determine if it is cost-effective to identify and address/eliminate the I/I sources, rather than upsizing the sewer lines to accommodate the I/I flow.
Assumptions	(i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169 (ii) Cost assumes open-cut replacement
Alternatives	(i) Conduct a focused I/I study to identify the possible sources of inflow or/and infiltration, and implement solutions to reduce the I/I for the area. (ii) Install parallel pipe or implement project by pipe bursting.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S41-13	S41-14	8	12	54	0.65	7	Open Cut	$210	$ 11,328
S41-14	S41-15	8	12	210	0.39	7	Open Cut	$210	$ 43,971
S41-15	S41-16	8	12	300	0.30	6	Open Cut	$210	$ 62,998
S41-16	S41-17	8	12	207	0.32	6	Open Cut	$210	$ 43,425
S41-17	S41-18	8	12	25	0.24	6	Open Cut	$210	$ 5,245
S41-18	S41-19	8	12	404	0.39	6	Open Cut	$210	$ 84,752
S41-19	S41-20	8	12	393	1.26	8	Open Cut	$210	$ 82,424

Total Baseline Pipe Construction Cost	$	334,143
Lower lateral replacement and cleanout, Approx. 50	$	225,000
Baseline Construction Cost:	**$**	**559,143**
Bypass Pumping (10% of pipe construction cost)	$	33,414
Remove & Replace Factor (5% of pipe construction cost)	$	16,707
Traffic Control (10% of pipe construction cost)	$	33,414
Subtotal:	**$**	**642,679**
Mobilization/Demobilization (5% of subtotal)	$	32,134
Estimated Construction Cost Subtotal:	**$**	**674,813**
Contingencies (30% of construction subtotal)	$	202,444
Total Estimated Construction Cost:	**$**	**877,256**
Engineering, Administration, Legal (25% of construction cost)	$	219,314
Estimated Capital Improvement Cost:	**$**	**1,097,000**

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Sources: BING Basemap

Project P4: Tasman Drive Sewer Improvement

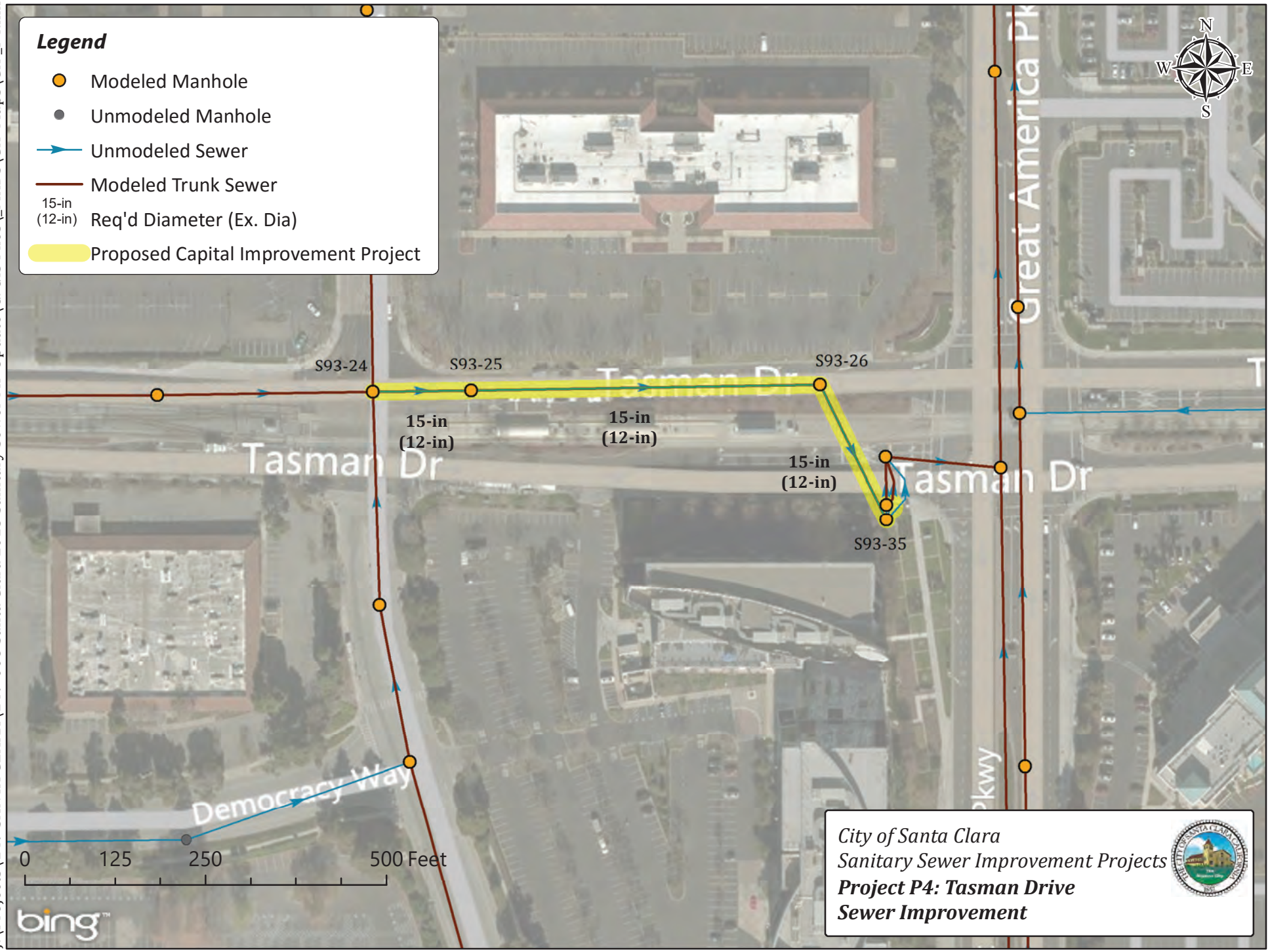
PROJECT DESCRIPTION

Project ID	P4
Project Name	Tasman Drive Sewer Improvement
Project Location	Tasman Dr. between Old Ironsides Dr. and Great America Pkwy.
Description	Upsize approximately 600 feet of 12-in pipe to 15-in pipe
Priority	3 - Triggered under Future PWWF
Estimated Capital Imp. Cost	$327,000
Comments	(i) Pipes are listed in order from upstream to downstream
Assumptions	(i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169
	(ii) Cost assumes pipe will be upsized using open-cut construction method
Alternatives	(i) Install parallel pipe

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S93-24	S93-25	12	15	108	0.14	13	Open Cut	$221	$ 23,849
S93-25	S93-26	12	15	370	0.24	14	Open Cut	$221	$ 81,705
S93-26	S93-35	12	15	152	0.20	15	Open Cut	$221	$ 33,565

Total Baseline Pipe Construction Cost	$	139,120
Lower lateral replacement and cleanout, Approx. 4	$	18,000
Baseline Construction Cost:	**$**	**157,120**
Bypass Pumping (10% of pipe construction cost)	$	13,912
Remove & Replace Factor (5% of pipe construction cost)	$	6,956
Traffic Control (10% of pipe construction cost)	$	13,912
Subtotal:	**$**	**191,899**
Mobilization/Demobilization (5% of subtotal)	$	9,595
Estimated Construction Cost Subtotal:	**$**	**201,494**
Contingencies (30% of construction subtotal)	$	60,448
Total Estimated Construction Cost:	**$**	**261,943**
Engineering, Administration, Legal (25% of construction cost)	$	65,486
Estimated Capital Improvement Cost:	**$**	**327,000**



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Sources: BING Basemap

Project P5: Sewer Diversion at Los Prades Boulevard and Saratoga Avenue

PROJECT DESCRIPTION

Project ID	P5
Project Name	Sewer Diversion at Los Prades Boulevard and Saratoga Avenue
Project Location	Manhole S25-85 located in the intersection of Los Padres Blvd. and Saratoga Ave.
Description	Install a weir in manhole S25-85 to divert flow northwest to Los Padres Blvd.
Priority	3 - Triggered under Future PWWF
Estimated Capital Imp. Cost	$77,000
Comments	(i) Pipes are listed in order from upstream to downstream
Assumptions	(i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169

PROJECT COST DETAIL

Install Weir	$	35,000
Baseline Construction Cost:	**$**	**35,000**
Traffic Control	$	10,000
Subtotal:	**$**	**45,000**
Mobilization/Demobilization (5% of subtotal)	$	2,250
Estimated Construction Cost Subtotal:	**$**	**47,250**
Contingencies (30% of construction subtotal)	$	14,175
Total Estimated Construction Cost:	**$**	**61,425**
Engineering, Administration, Legal (25% of construction cost)	$	15,356
Estimated Capital Improvement Cost:	**$**	**77,000**

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Sources: BING Basemap

Project P6: Sewer Diversion at Calabazas Boulevard and Machado Avenue

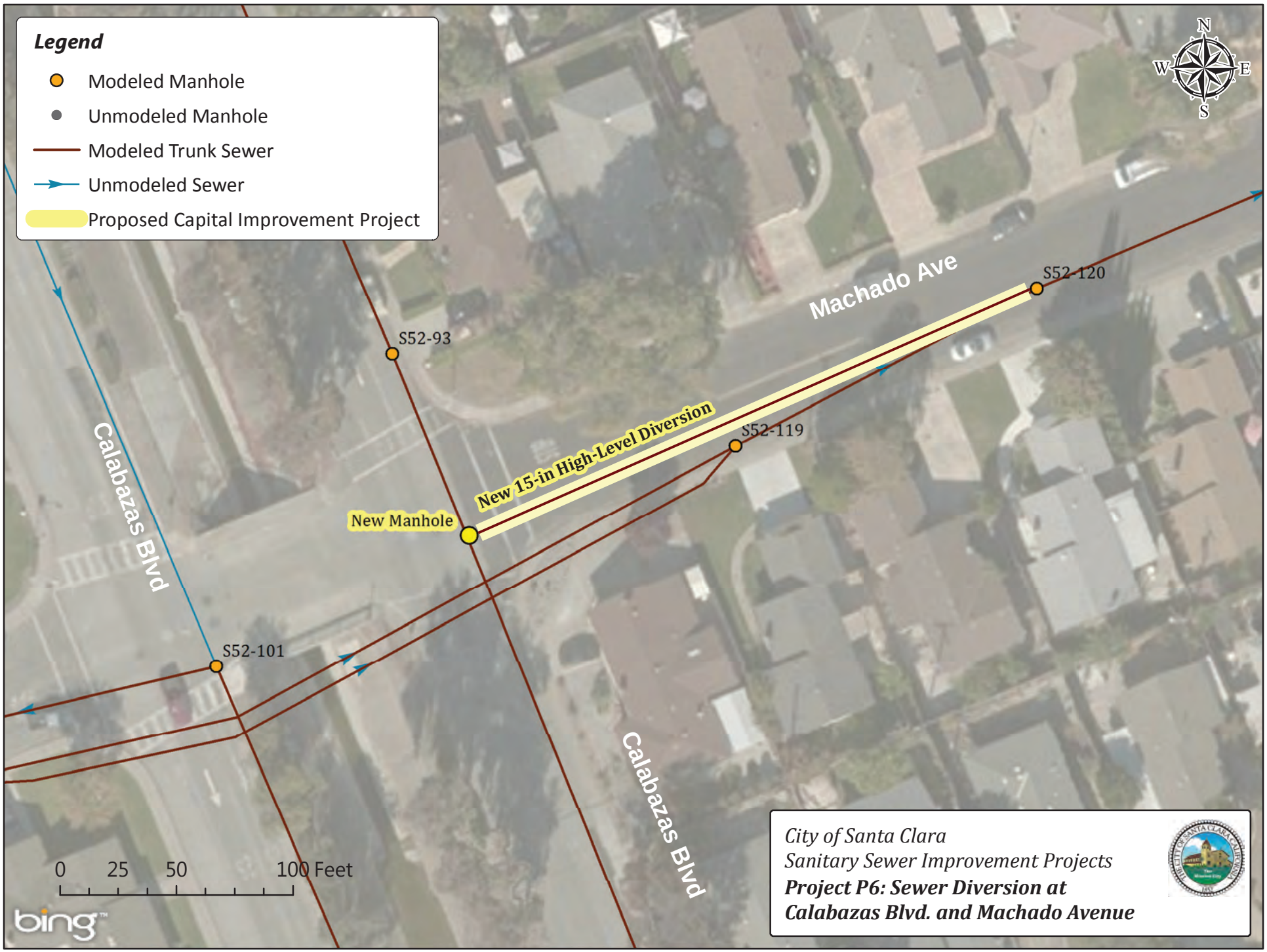
PROJECT DESCRIPTION

Project ID	P6
Project Name	Sewer Diversion at Calabazas Boulevard and Machado Avenue
Project Location	Calabazas Blvd. and Machado Ave.
Description	Install a new manhole upstream of S52-93 south of the intersection of Calabazas Blvd. and Machado Ave., and install a new 15-inch line (approximately 200 feet) to divert excess flow from the existing 24-inch line along Calabazas Blvd. to the 21-inch line in Machado Ave.
Priority	3 - Triggered under Future PWWF
Estimated Capital Imp. Cost	$166,000
Comments	(i) Pipes are listed in order from upstream to downstream
Assumptions	(i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169 (ii) Cost estimates assume no right-of-way costs. City should verify this during design.
Alternatives	Upsize approximate 1,800 feet of 24-inch line between S62-31 and S72-31 to a 27-inch line. See project P6-Alternative.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
CIP MH 01	S52-120	New Pipe	15	210	0.71	8	Open Cut	$221	$ 46,373

Total Baseline Pipe Construction Cost	$	46,373
Install New Manhole and Reconnect Pipes	$	36,000
Baseline Construction Cost:	**$**	**82,373**
Traffic Control	$	15,000
Subtotal:	**$**	**97,373**
Mobilization/Demobilization (5% of subtotal)	$	4,869
Estimated Construction Cost Subtotal:	**$**	**102,242**
Contingencies (30% of construction subtotal)	$	30,673
Total Estimated Construction Cost:	**$**	**132,914**
Engineering, Administration, Legal (25% of construction cost)	$	33,229
Estimated Capital Improvement Cost:	**$**	**166,000**



Sources: BING Basemap

Project P6-Alternative: Calabazas Creek Sewer Improvement

PROJECT DESCRIPTION

Project ID P6-Alternative
Project Name ..... Calabazas Creek Sewer Improvement
Project Location ..... Calabazas Creek from Central Expy. To Scott Blvd.
Description ..... Replace approximately 2100 feet of 24-in pipe with 27-in pipe
Priority ..... 3 - Triggered under Future PWWF
Estimated Capital Imp. Cost $1,334,000
Comments ..... (i) Pipes are listed in order from upstream to downstream
Assumptions ..... (i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169
Alternatives ..... (i) Install parallel pipe.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S62-31	S62-29	24	27	422	0.29	15	Open Cut	$298	$ 125,744
S62-29	S62-10	24	27	386	0.30	15	Open Cut	$298	$ 115,191
S62-10	S62-11	24	27	17	1.33	16	Open Cut	$298	$ 5,157
S62-11	S62-13	24	27	23	0.22	16	Open Cut	$298	$ 6,886
S62-13	S62-14	24	27	178	0.27	15	Open Cut	$298	$ 52,975
S62-14	S62-15	24	27	48	0.17	14	Open Cut	$298	$ 14,160
S62-15	S72-32	24	27	372	0.34	13	Open Cut	$298	$ 110,779
S72-32	S72-31	24	27	402	0.35	13	Open Cut	$298	$ 119,842
S72-31	S72-20	24	27	250	0.55	13	Open Cut	$298	$ 74,528

Total Baseline Pipe Construction Cost	$	625,263
Baseline Construction Cost:	**$**	**625,263**
Bypass Pumping (10% of pipe construction cost)	$	62,526
Remove & Replace Factor (5% of pipe construction cost)	$	31,263
Traffic Control (10% of pipe construction cost)	$	62,526
Subtotal:	**$**	**781,578**
Mobilization/Demobilization (5% of subtotal)	$	39,079
Estimated Construction Cost Subtotal:	**$**	**820,657**
Contingencies (30% of construction subtotal)	$	246,197
Total Estimated Construction Cost:	**$**	**1,066,855**
Engineering, Administration, Legal (25% of construction cost)	$	266,714
Estimated Capital Improvement Cost:	**$**	**1,334,000**

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Sources: BING Basemap

Project E1: Tracy Drive Sewer Improvement

PROJECT DESCRIPTION	
Project ID	E1
Project Name	Tracy Drive Sewer Improvement
Project Location	Project begins at manhole S10-77 west of Lawrence Expy. and Tracy Dr., then Pruneridge Ave., Pomeroy Ave., and ends at manhole S22-51 in Homestead Rd. and Pepper Tree Ln.
Description	Upsize approximately 8,000 feet of 10 to 12-in and 18-in pipe to 15-in to 21-in pipe
Priority	N/A
Estimated Capital Imp. Cost	$4,654,000
Comments	(i) Pipes are listed in order from upstream to downstream (ii) The City should verify the need and the appropriate timing of implementing this project. This project is triggered by the large sewer discharge assumed for parcel APN 316-17-018, which holds an entitlement agreement to discharge a potential flow of 0.95 mgd; however, it is currently discharging less than 10 percent of the entitled rate. While the City is obligated to provide capacity for entitlement holders, it is important to note that implementing this project may result in oversized sewers where the daily flow is not sufficient to provide the minimum cleaning velocity and thus causing potential debris and odor issues.
Assumptions	(i) Cost estimates are based on the SF Area November 2015 ENR CCI of 11169
Alternatives	(i) Install parallel pipe.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S10-77	S10-78	10	15	315	0.22	10	Open Cut	$221	$ 69,560
S10-78	S10-79	10	15	300	0.27	11	Open Cut	$221	$ 66,247
S10-79	S10-80	10	15	300	0.16	10	Open Cut	$221	$ 66,247
S10-80	S11-83	10	15	262	0.31	8	Open Cut	$221	$ 57,746
S11-83	S11-76	10	15	307	0.51	8	Open Cut	$221	$ 67,749
S11-76	S11-77	10	15	109	0.43	9	Open Cut	$221	$ 24,114
S11-77	S11-78	10	15	164	0.44	8	Open Cut	$221	$ 36,215
S11-78	S11-80	10	15	316	0.48	6	Open Cut	$221	$ 69,736
S11-80	S11-81	10	15	321	0.54	6	Open Cut	$221	$ 70,951
S11-81	S11-70	10	15	286	0.86	6	Open Cut	$221	$ 63,045
S11-70	S11-67	10	15	311	1.21	7	Open Cut	$221	$ 68,566
S11-67	S11-60	10	15	335	0.68	7	Open Cut	$221	$ 73,910
S11-60	S11-50	10	15	308	0.32	6	Open Cut	$221	$ 68,080
S11-50	S11-41	10	15	338	0.43	7	Open Cut	$221	$ 74,639
S11-41	S11-42	10	15	252	0.28	8	Open Cut	$221	$ 55,626
S11-42	S11-30	10	15	240	0.54	7	Open Cut	$221	$ 52,910
S11-30	S11-29	10	15	79	0.40	7	Open Cut	$221	$ 17,335
S11-29	S11-19	10	15	138	0.66	8	Open Cut	$221	$ 30,474
S11-19	S11-10	10	15	401	1.00	8	Open Cut	$221	$ 88,617
S11-10	S22-93	10	15	425	1.06	9	Open Cut	$221	$ 93,740
S22-93	S22-80	10	15	339	0.56	9	Open Cut	$221	$ 74,793
S22-80	S22-74	10	15	314	0.47	9	Open Cut	$221	$ 69,251
S22-74	S22-69	10	15	276	0.21	9	Open Cut	$221	$ 61,014
S22-69	S22-55	12	15	180	0.40	9	Open Cut	$221	$ 39,638
S22-55	S22-46	New Pipe	15	53	0.49	10	Open Cut	$221	$ 11,682
S22-46	S22-47	18	21	313	0.68	14	Open Cut	$254	$ 79,587
S22-47	S22-48	18	21	30	0.68	13	Open Cut	$254	$ 7,618
S22-48	S22-49	18	21	320	0.68	13	Open Cut	$254	$ 81,263
S22-49	S22-50	18	21	367	0.68	13	Open Cut	$254	$ 93,199
S22-50	S22-51	18	21	349	0.68	13	Open Cut	$254	$ 88,526

Total Baseline Pipe Construction Cost	$ 1,822,079
Lower lateral replacement and cleanout, Approx. 100	$ 450,000
Baseline Construction Cost:	**$ 2,272,079**
Bypass Pumping (10% of pipe construction cost)	$ 182,208
Remove & Replace Factor (5% of pipe construction cost)	$ 91,104
Traffic Control (10% of pipe construction cost)	$ 182,208
Subtotal:	**$ 2,727,599**
Mobilization/Demobilization (5% of subtotal)	$ 136,380
Estimated Construction Cost Subtotal:	**$ 2,863,979**
Contingencies (30% of construction subtotal)	$ 859,194
Total Estimated Construction Cost:	**$ 3,723,173**
Engineering, Administration, Legal (25% of construction cost)	$ 930,793
Estimated Capital Improvement Cost:	**$ 4,654,000**

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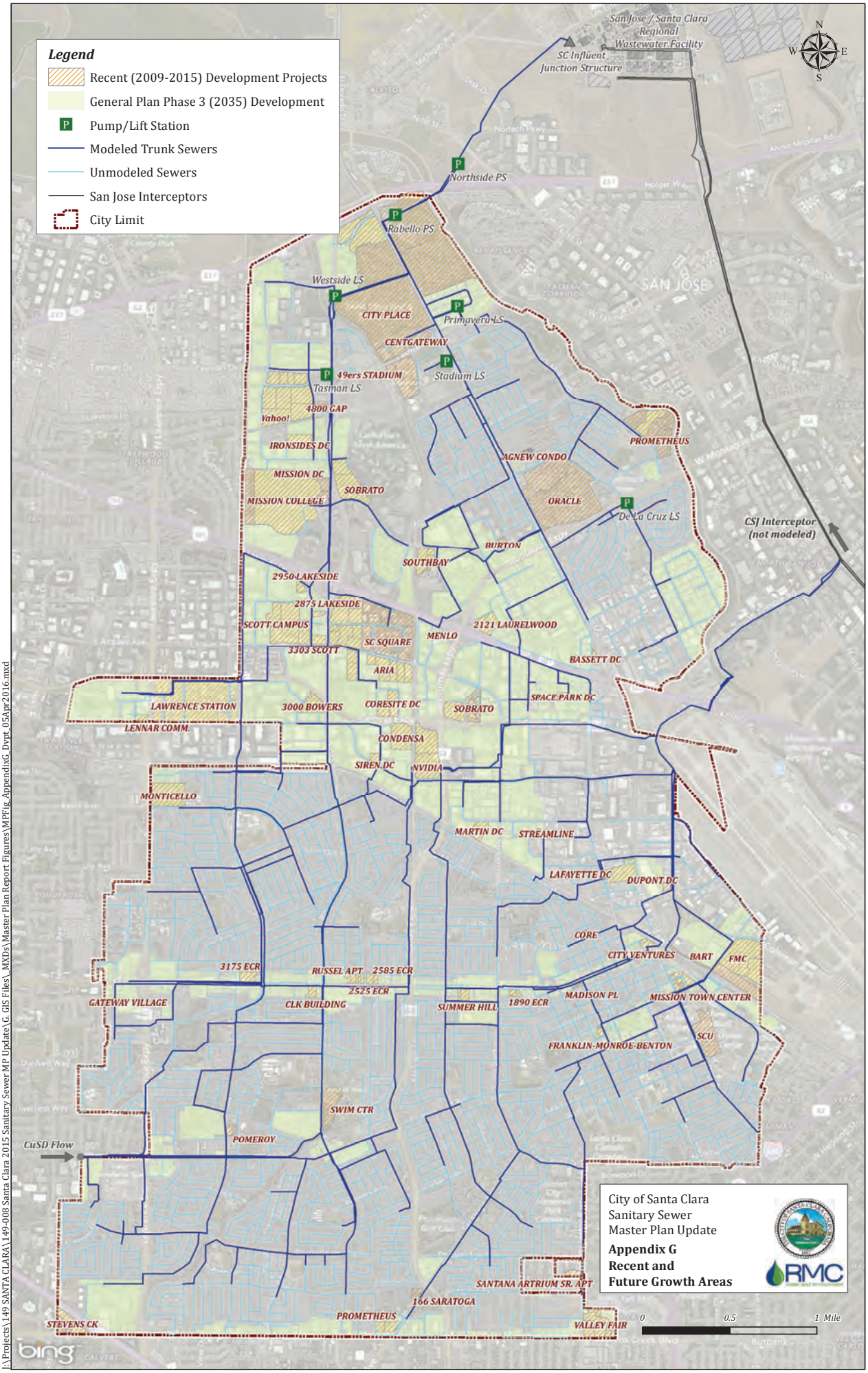
Sources: BING Basemap

Appendix G - General Plan Land Use and Recent (2009-2015) Developments

General Plan Phase 3 (2035) Development List is included on the enclosed CD



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Recent Development Projects (2009-2015) Included in Estimating Future Loads

ID	Name	Proposed Land Use	Proposed Development [1,2]	
1	BART Extension	Commercial	--	--
2	Lafayette Data Center	Data Center	--	--
3	Bassett Data Center	Data Center	--	--
4	Old Ironsides Data Center	Data Center	--	--
5	Valley Fair Expansion	Commercial	23,000	SF
6	Sobrato - Lawson Lane	Commercial	516,000	SF
7	South Bay Development	Commercial	564,000	SF
8	2875 Lakeside Dr. Hotel	Commercial	170	DU
9	2525 El Camino Real	Residential	48	DU
10	Mansion Grove Apartment	Residential	124	DU
11	CORE	Residential	28	DU
12	Menlo Equities	Commercial	1,403,000	SF
13	Mission College Campus	Commercial	--	--
14	Yahoo! Development	Commercial	3,641,000	SF
15	49ers stadium	Commercial	1,850,000	SF
16	Martin Ave. Data Center	Data Center	--	--
17	Agnew Dr. Development	Residential	50	DU
18	Coresite Data Center	Data Center	--	--
19	Space Park / Pelio Data Center	Data Center	--	--
20	Siren Data Center	Data Center	--	--
21	SCU Graham Residence Hall	Residential	376	DU
22	Oracle Campus Cooling Tower	Industrial	--	--
23	Sreamline Circuits	Industrial	--	--
24	Burton Dr.	Commercial	--	--
25	865 Pomeroy Ave. Development	Residential	21	DU
26	3175 El Camino Real	Residential	133	DU
27	Stevens Creek Development	Commercial	375,000	SF
28	FMC Site	Mixed Use	1,000	DU
			1,500,000	SF
29	3000 Bowers Ave (Sobrato Development)	Commercial	317,000	SF
30	2121 Laurelwood	Commercial	245,000	SF
31	Mission College Data Center	Data Centers	--	--
32	Russel Building	Residential	195	DU
33	Monticello Village	Mixed Use	825	DU
			40,000	SF
34	NVIDIA	Commercial	1,041,000	SF
35	3303 Scott Blvd.	Commercial	230,000	SF

ID	Name	Proposed Land Use	Proposed Development [1,2]	
36	Sobrato Development Revision	Commercial	1,043,000	SF
37	4800 Great America Parkway	R&D Offices	170,000	SF
38	Condensa	Commercial	909,000	SF
39	2585 El Camino Real	Residential	60	DU
40	Prometheus	Residential	222	DU
41	166 Saratoga Development	Residential	33	DU
42	Madison Place	Mixed Use	28	DU
			7,000	SF
43	Franklin-Monroe-Benton Development	Mixed Use	--	--
44	Gateway Village	Mixed Use	--	--
45	Aria Project	R&D Offices	6,000	SF
46	Oracle Development	Commercial	--	--
47	Santana Artrium Senior Apartment	Residential	90	DU
48	Scott Campus	R&D Offices	1,372,000	SF
49	Valley Fair Development	Commercial	127,000	SF
50	Santa Clara Square	Commercial	2,200	DU
			1,842,000	SF
51	Mission Town Center	Mixed Use	450	DU
			27,000	SF
52	Summer Hill Apartments	Residential	151	DU
53	City Ventures	Residential	--	--
54	Santa Clara City Place	Mixed Use	1,360	DU
			7,800,000	SF
55	Lennar Commercial	Commercial	199,000	SF
56	Dupont Fabrous Data Center	Data Center	--	--
57	2950 Lakeside Drive Hotel	Commercial	--	--
58	CLK Building	Commercial	131,000	SF
59	1890 El Camino Real	Mixed Use	--	--
60	Swimming Center	Commercial	--	--
61	Lawrence Station	Mixed Use	3,000	DU
			104,000	SF
		Minimum Total Residential Dwelling Units:	10,564	DU
		Minimum Total Non-Residential Square Footage:	25,482,000	SF

1. Non-Residential developments are rounded to the nearest 1,000 square feet.
2. Building square footage (SF) or dwelling units (DU) are not applicable to developments with unique land use such as data centers and swim center. For these types of developments, use-specific flow rates were used for modeling purpose.

SANTA CLARA MASTER PLAN ADDENDUM REPORT

Updated June 2022

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woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS

0011096.00
City of Santa Clara

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1. INTRODUCTION

The City of Santa Clara (City or CSC) has contracted with Woodard & Curran to develop an addendum to the City's 2016 Sanitary Sewer Master Plan Update (2016 Master Plan) to update the capacity improvement project E1 (Tracy Drive Sewer Improvement) and address capacity deficiencies along the Calabazas Creek trunk and Great America Parkway (GAP) west trunk. The purpose of this addendum is to update project E1,identify a solution to the Calabazas Creek trunk capacity deficiency resulting from the lined portion of the 24-inch Calabazas Creek trunk and 19-inch unlined restriction, and identify a solution to the GAP west trunk deficiency.

1.1 Wastewater Collection System Updates

The City has completed multiple sewer improvement projects in the past few years affecting flow in the Calabazas Creek trunk as well as high priority projects recommended in the 2016 Master Plan. In addition, estimated future flows in the Calabazas Creek trunk will also be affected by modifications to the proposed upstream 2016 Master Plan capacity improvement project E-1. Figure 1-1 shows the City's sewer system and locations of these projects. A description of each project follows.

1.1.1 Completed Projects

Project P6-Alt (CSC tracking number 12,175-D) was recommended in the City's 2016 Master Plan and was completed in the summer of 2020 by a developer as a condition of approval. The project record drawings are included in Appendix A. The project upsized approximately 2,040 linear feet of existing 24-inch sewer to a 27-inch (inside diameter) high density polyethylene (DR21 HDPE) and polyvinyl chloride (PVC SDR26) sewer. Figure 1-2 and Figure 1-3 show a plan and profile view of the project, respectively. Construction mostly utilized pipe bursting methods, and therefore the 27-inch sewer vertical alignment followed the slope of the existing trunk. However, it should be noted that the first 386-foot segment of the new 27-inch (from sanitary sewer manhole 12175-D_SSMH11 to 12175-D_SSMH11) was constructed at a reduced pipe slope of 0.041 percent (compared to the original slope of 0.2 percent). The City recently re-surveyed the project manholes in November 2021 to obtain rim and invert elevations. The profile shown on Figure 1-3 reflects the surveyed manhole rim elevations and sewer invert elevations (adjusted to the NGVD29 vertical datum to match the hydraulic model's vertical datum). The survey confirmed the flat slope of that initial segment (surveyed slope is 0.047 percent).

The Sanitary Sewer Condition Assessment Repairs Project (CSC tracking number 12,291-D) is located immediately upstream of project P6-Alt and was completed in Spring 2020. The project record drawings are included in Appendix A. The project included cured-in-place pipe (CIPP) lining of a few segments of the Calabazas Creek trunk, and a 19-inch constriction was discovered just downstream of Kifer Road. The constriction is due to a 27-inch reinforced concrete pipe (RCP) storm drain (SD) crossing over the sanitary sewer and continuing down a maintenance ramp to the Calabazas Creek. The downsized 19-inch segment was likely put in place to provide enough clearance between the sewer and the storm drain. Figure 1-4 and Figure 1-5 show a plan and profile view of the project, respectively. Figure 1-4 includes a screenshot of the record drawings (refer to sheet number C-27 of CSC tracking number 12,291-D in Appendix A) showing the 27-inch RCP storm drain (shown highlighted in yellow) crossing over the 19-inch sewer (shown highlighted in green). It should be noted that the 19-inch diameter was field verified during the project construction.

The City recently implemented the 2016 Master Plan projects P1 (Westside Lift Station Adjustment) and P2 (Tasman Lift Station Adjustment) to address deficiencies in the influent sewers caused by pump on/off set point levels. Set point levels at both pump stations were adjusted to a lower elevation to eliminate the backup surcharge occurring in the upstream influent sewers.

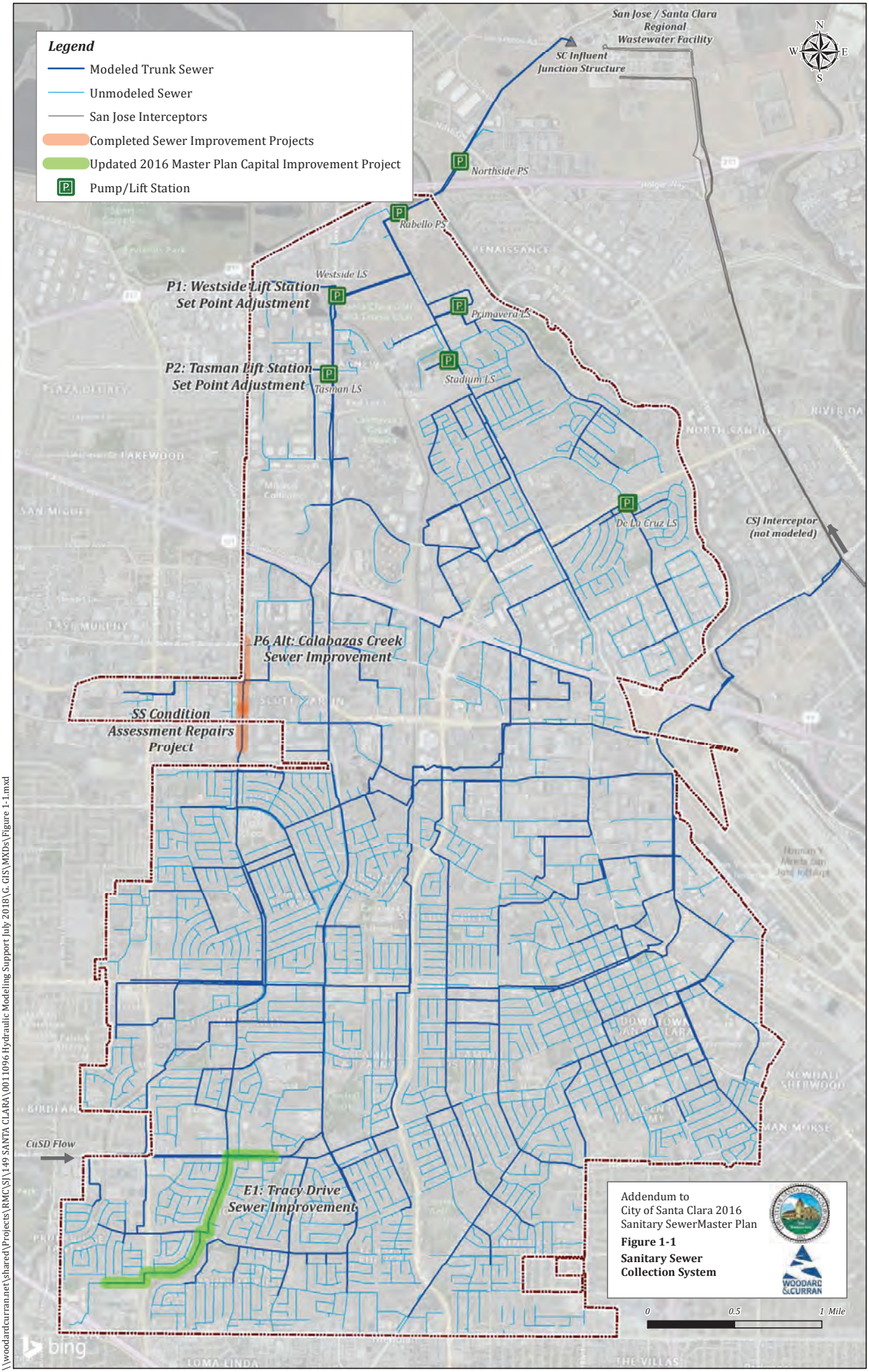

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Figure 1-2: Project P6-Alt Plan View

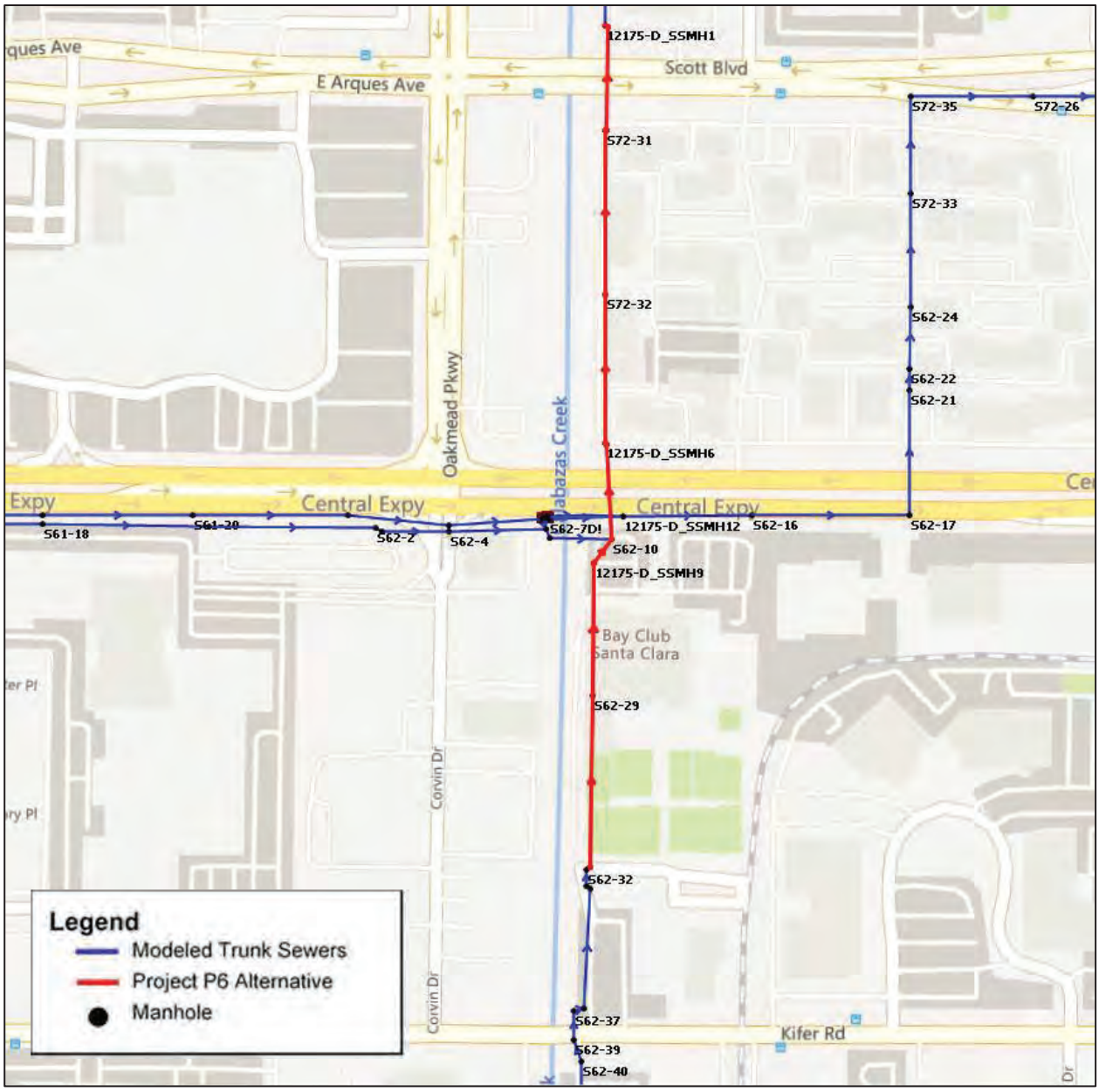
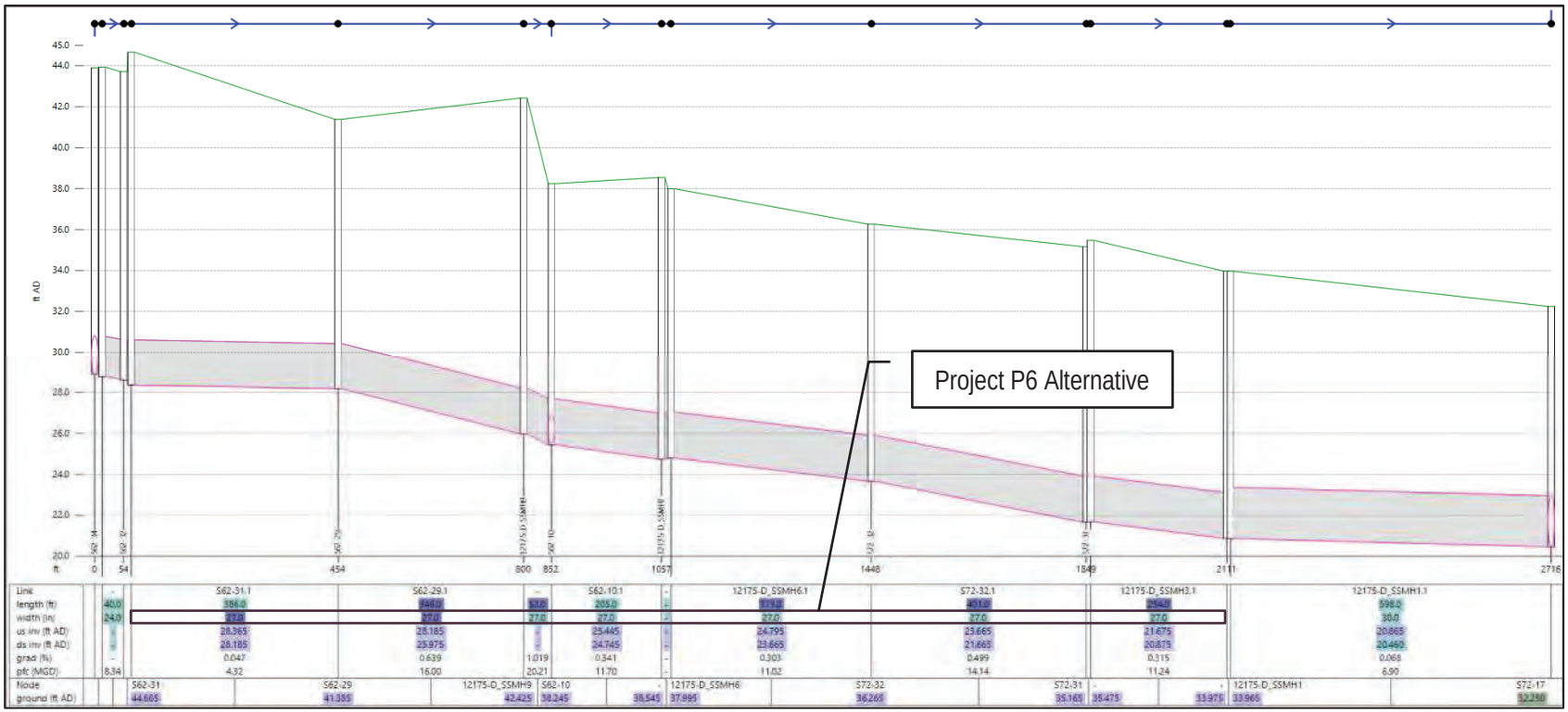


Figure 1-3: Project P6-Alt Profile View[1]



[1] In November 2021, the City conducted a survey of the manholes shown on this profile. This profile incorporates this latest survey data. The model used for the analysis (as reflected in this Report) includes this Calabazas Creek trunk survey data.

Figure 1-4: Calabazas Creek Trunk Sanitary Sewer Condition Assessment Repairs Project Plan View

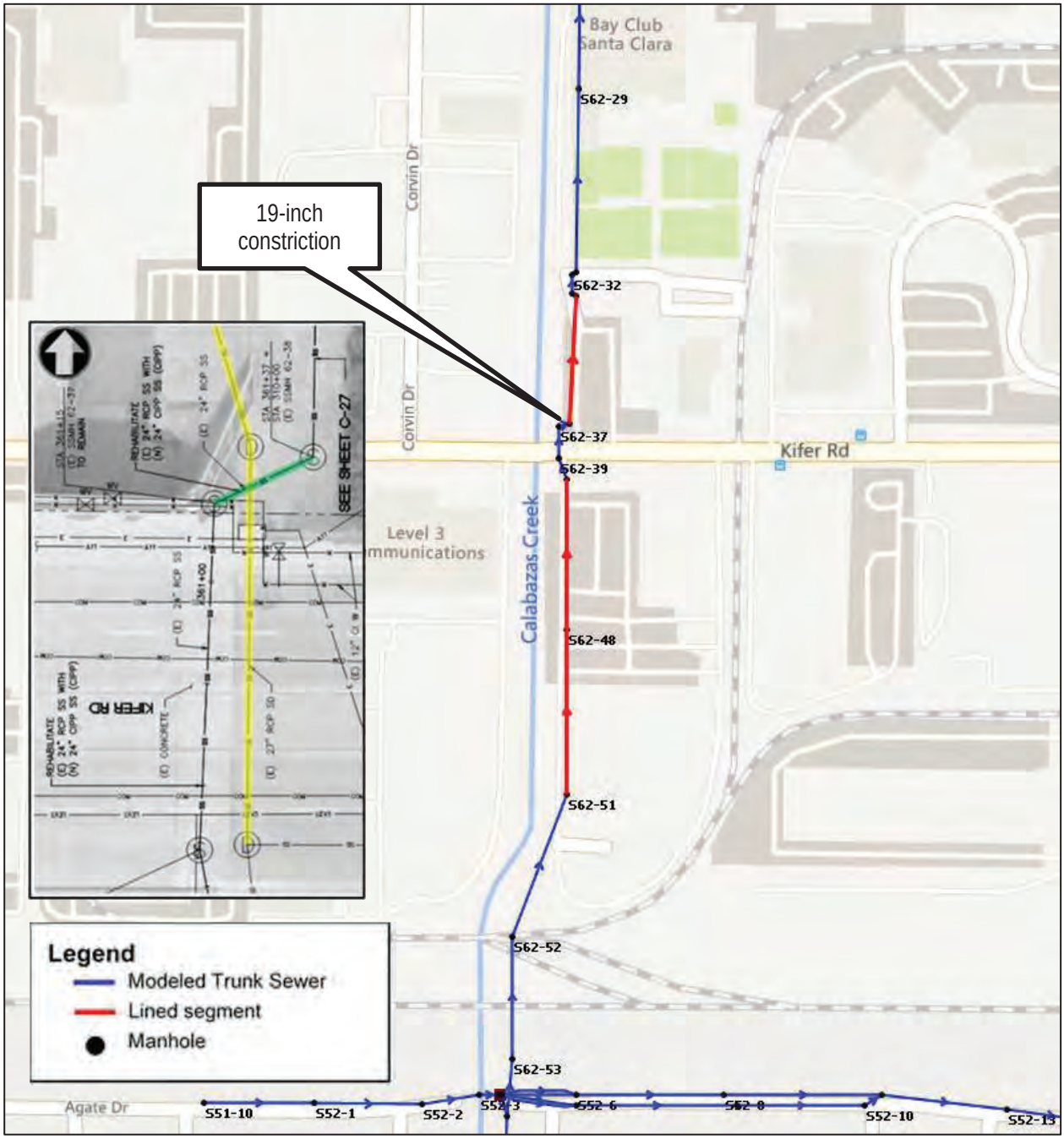
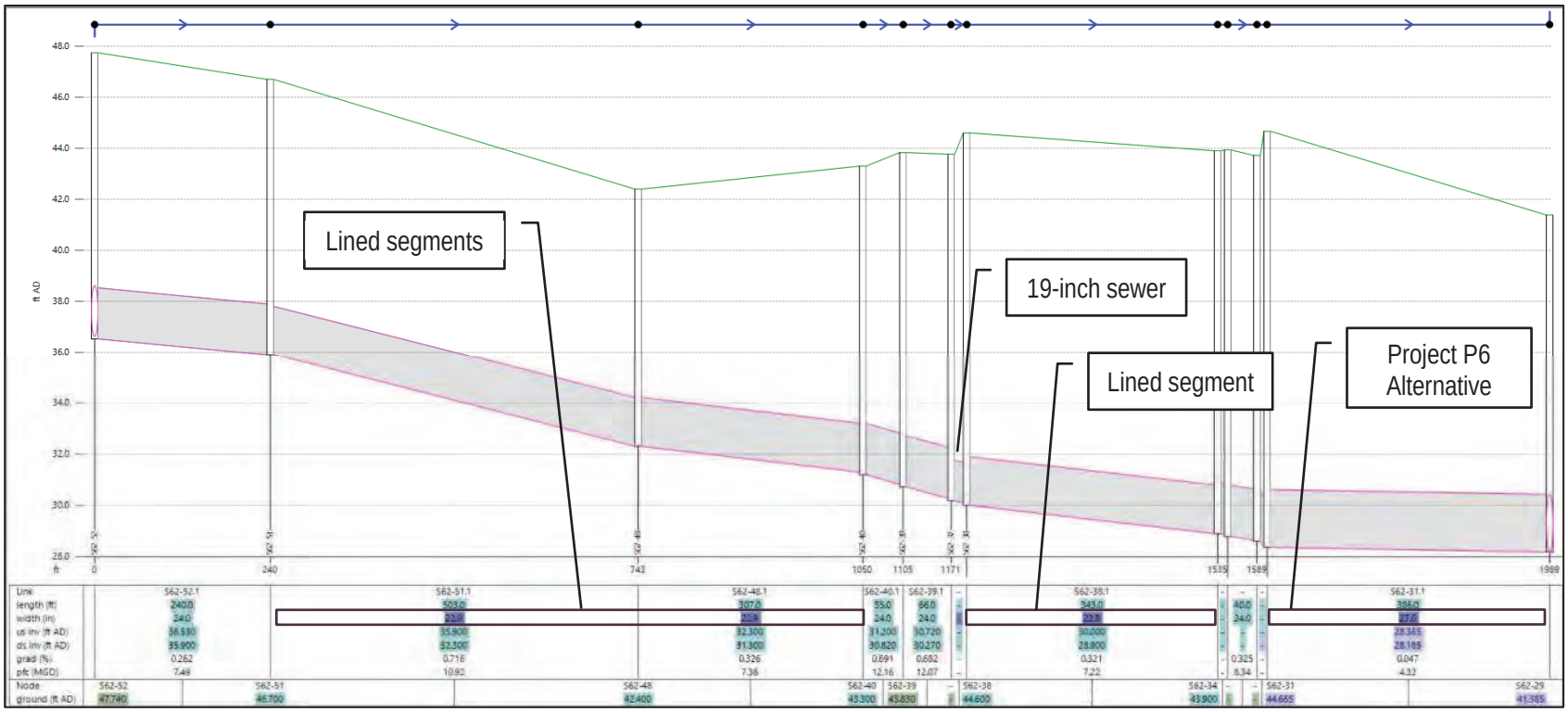


Figure 1-5: Calabazas Creek Trunk Sanitary Sewer Condition Assessment Repairs Project Profile View



Although the City intends for this to be a permanent change, it is unclear what impacts, if any, may be experienced by the existing pump station equipment. The City will continue to monitor the pump station equipment and may readjust these set levels in the future if the pump station equipment begins to experience any accelerated wear and tear or a decline in performance.

1.1.2 Future Projects

The City recently updated the 2016 Master Plan capacity improvement project E1 (Tracy Drive Sewer Improvement). As shown on Figure 1-1, Project E1 is located along Tracy Drive, Pomeroy Avenue, and Homestead Road. The project proposes to upsize approximately 6,600 feet of 10- to 12-inch sewer in Tracy Drive and Pomeroy Avenue to a 15-inch sewer. In addition, the project proposes to install a new diversion sewer at manhole S22-55 to divert flow from Pomeroy Avenue to Homestead Road. The project would also upsize approximately 1,400 feet of 18-inch sewer on Homestead Road to a 21-inch. Figure 1-6 and Figure 1-7 show a plan and profile view of the project, respectively. The recent project E1 model update raised the proposed diversion at manhole S22-55 such that more flow continues north to Pomeroy Avenue and eventually to the Calabazas Creek trunk. The proposed diversion was raised to divert slightly less flow into Homestead Road to ensure that the downstream sewers along Homestead Road (upsized by Project E1 from 18- to 21-inches) meet the Master Plan's sizing criteria for new sewer facilities (i.e., maximum allowable depth-to-diameter ratio or d/D of 0.75 under peak design wet weather flow conditions). The revision results in more flow being conveyed down Pomeroy Avenue and eventually reaching the Calabazas Creek trunk.

The City also recently developed a project along the GAP west trunk to address improvements needed to convey flows from the Patrick Henry Drive (PHD) Specific Plan development. These improvements are described in detail in the recently completed PHD Evaluation of Capacity Improvement Project Alternatives TM (dated December 3, 2021 and included in Appendix A). The improvements (based on the selected Alternative 3 or Gravity Scenario E) include upsizing and lowering a portion of the GAP west trunk (from manhole S83-5 at PHD to manhole S93-50 located immediately upstream of Old Glory Lane). The City is also proposing to line certain segments of the GAP and Lafayette Street trunks with Cured In Place (CIPP) lining. Details on the proposed lining project (e.g., segments to be CIPP lined and minimum liner thickness) were obtained from the project's 95% design drawings (CSC tracking number 12350-D) and a spreadsheet provided by the City on September 16, 2021. Both references are included in Appendix A. Figure 1-8 shows a plan view of the proposed projects. Figure 1-9 and Figure 1-10 show GAP trunk profile views. The City recently surveyed manholes along the GAP trunks in June 2021 to obtain rim and invert elevations. The profiles shown reflect the surveyed manhole rim and sewer invert elevations (elevations in NGVD29 vertical datum to match the hydraulic model's vertical datum). Elevations shown in purple indicate surveyed data.

Figure 1-6: Proposed Capacity Improvement Project E1 Plan View

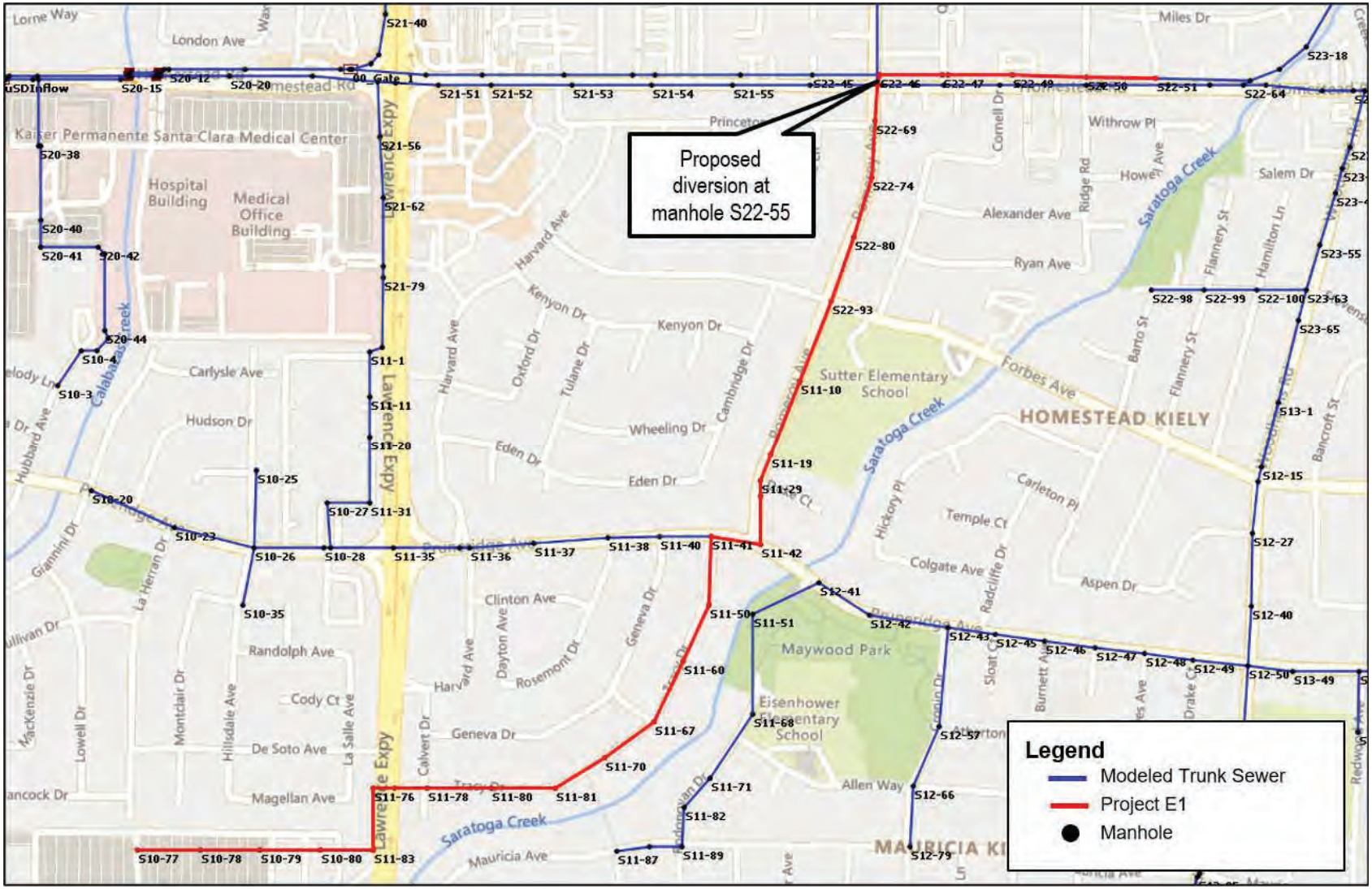


Figure 1-7: Proposed Capacity Improvement Project E1 Profile View

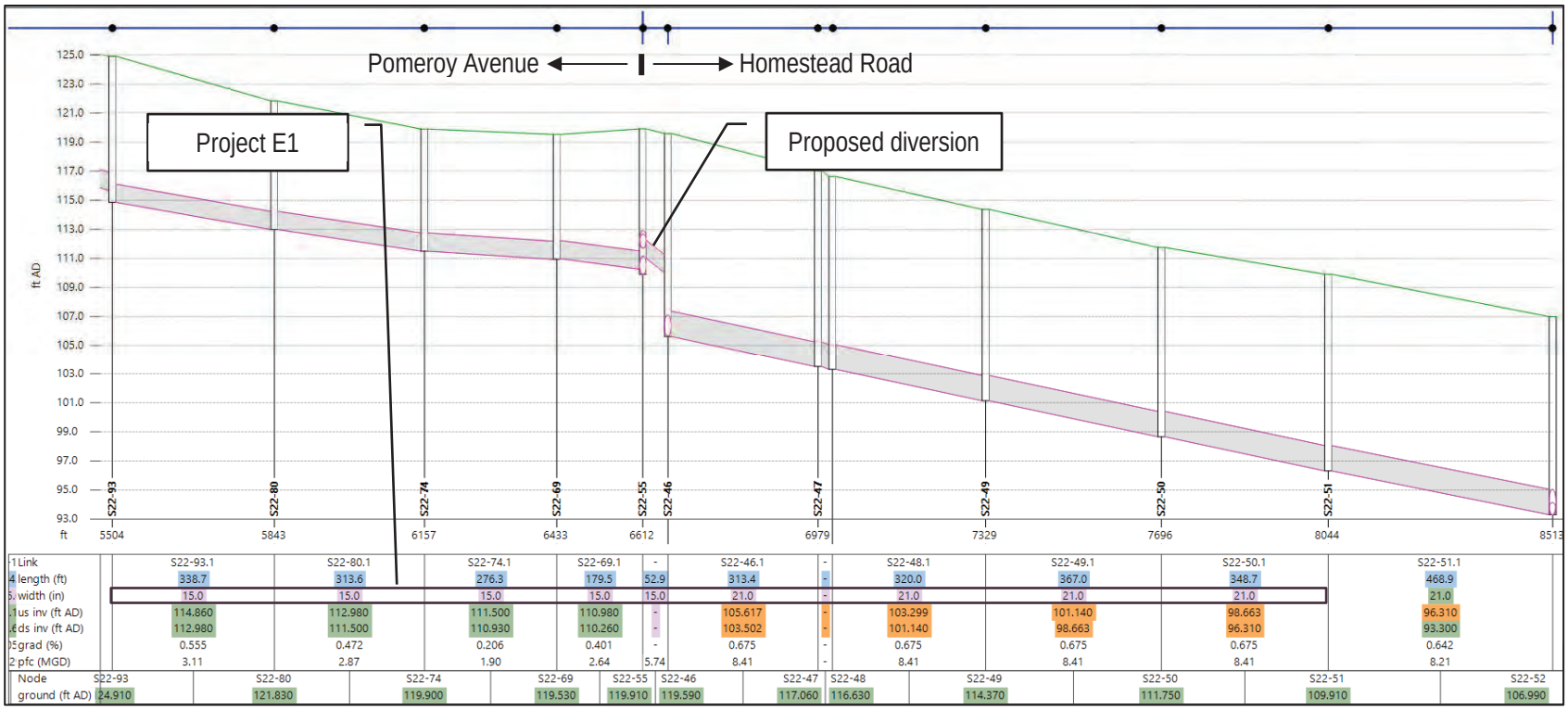


Figure 1-8: Proposed Improvement Projects along GAP and Lafayette Street Trunks

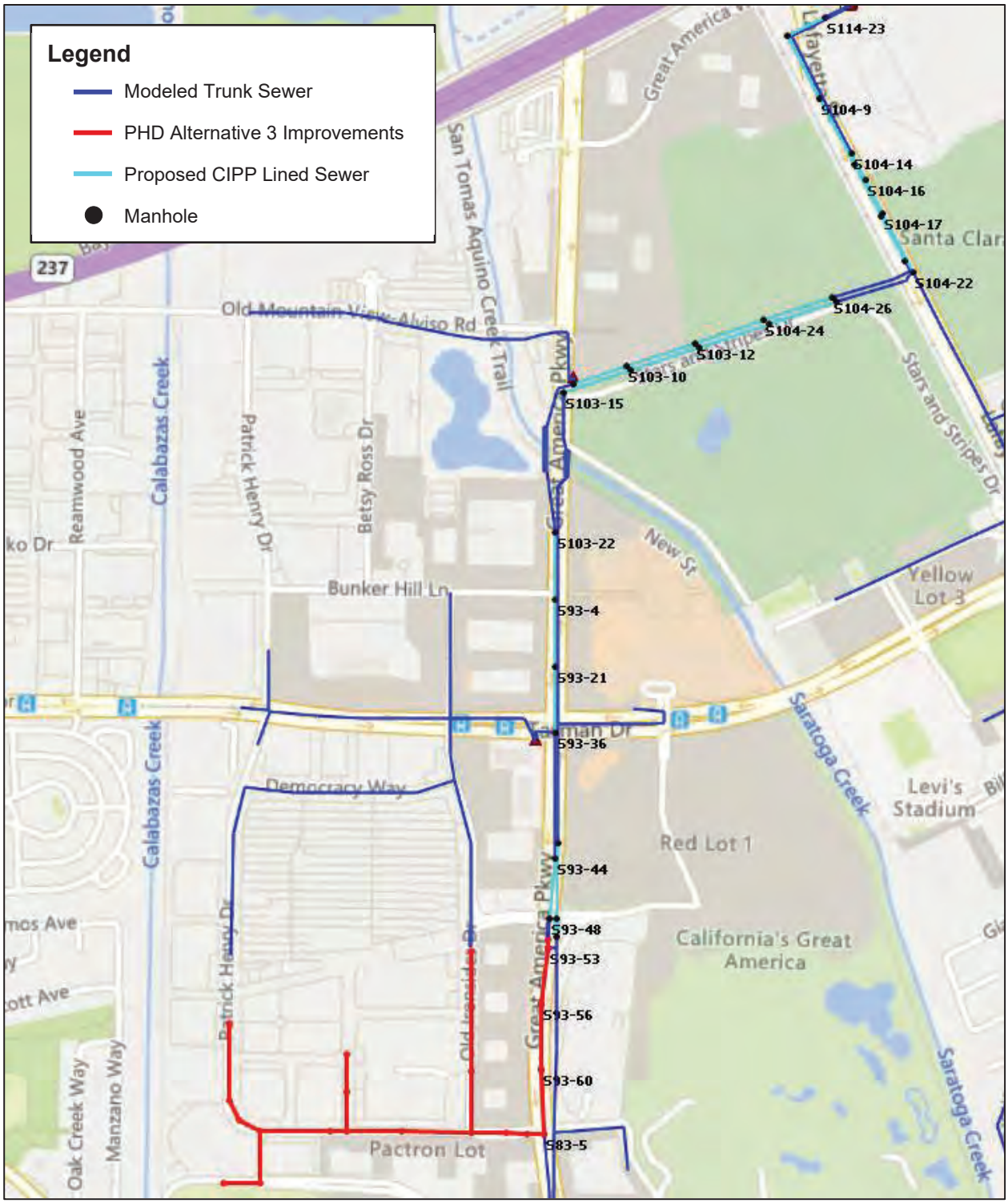


Figure 1-9: Proposed Improvement Projects along GAP West Trunk Profile View

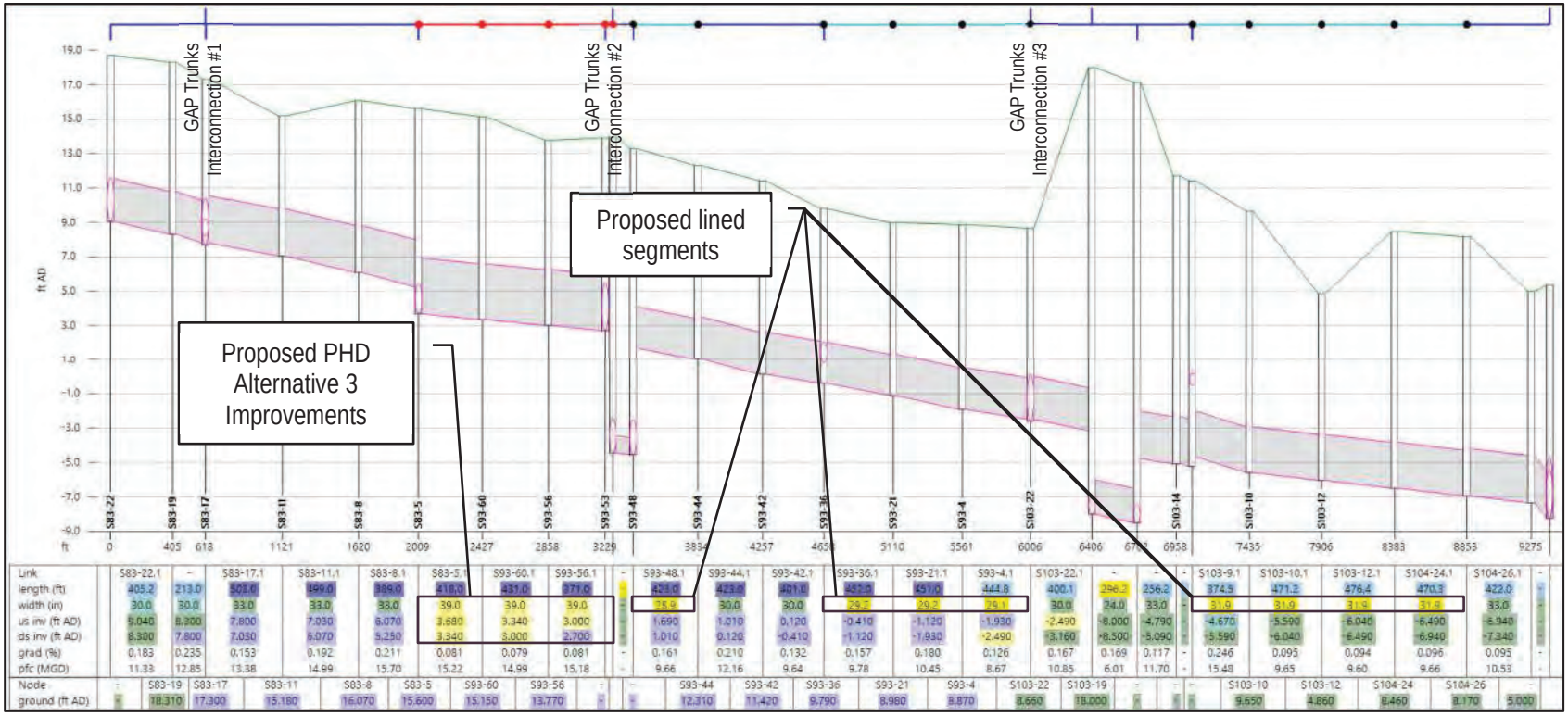
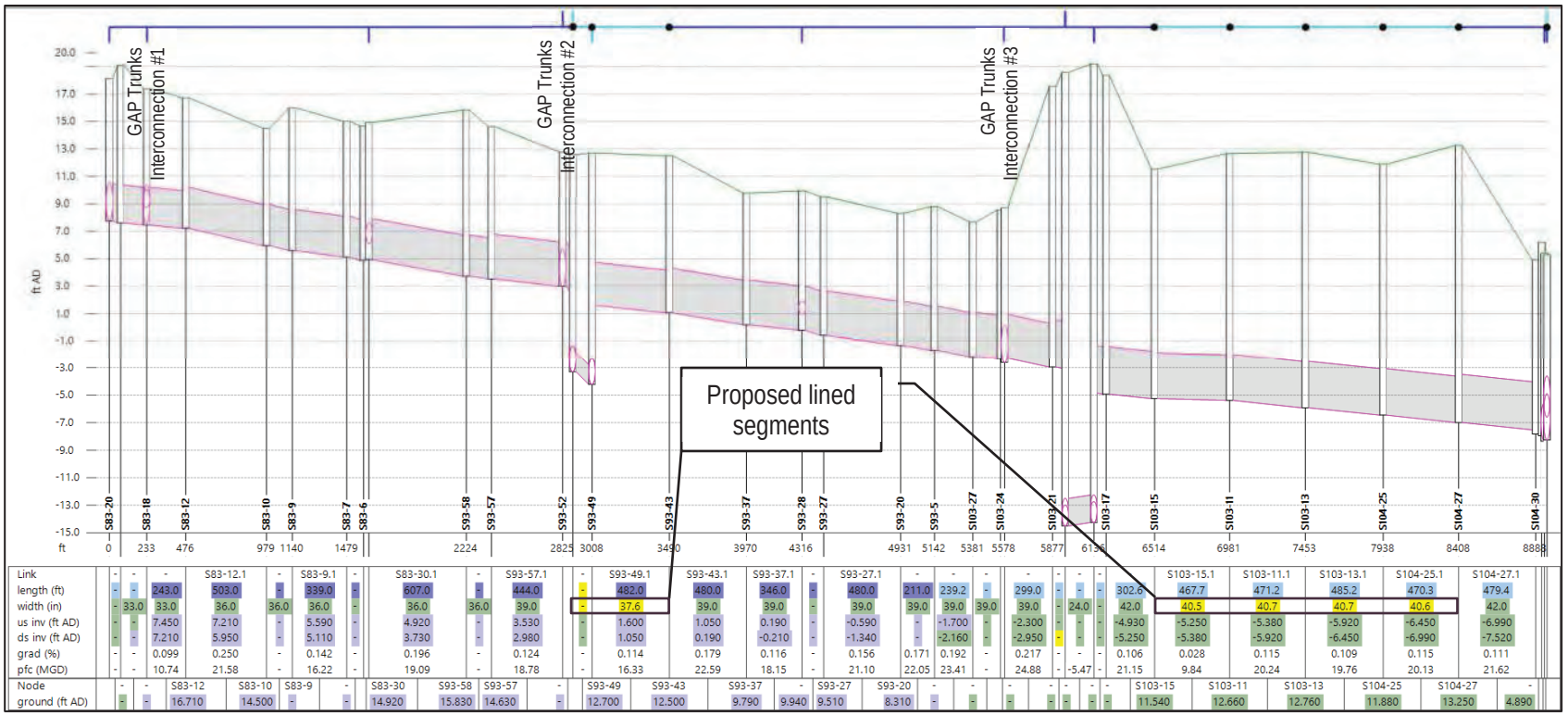


Figure 1-10: Proposed Lining along GAP East Trunk Profile View



2. CAPACITY EVALUATION

Sewer system capacity was evaluated for specific flow conditions in combination with system performance (capacity deficiency) criteria. The City's design flow and capacity deficiency criteria for both dry and wet weather flow conditions are detailed in the 2016 Master Plan. This section summarizes the design flow conditions for both existing (2015) and future (2035) scenarios, summarizes the City's capacity deficiency criteria, and presents the results of the capacity evaluation.

2.1 Capacity Analysis Scenarios

The capacity analysis was performed under peak dry weather and wet weather (10-year design storm) flow conditions for the existing (2015) and future (2035) flow scenarios. The future (2035) flow scenario represents the planning horizon for the City's 2035 General Plan. The future (2035) scenario therefore includes:

- Existing (2015) flows (based on the average water use during the four winter periods between December 2010 and February 2014);
- Updated development assumptions consistent with the City's 2035 General Plan;
- Projected loads for additional developments that were approved between 2009 (after the completion of the original 2035 load estimates) and the completion of the 2016 Master Plan (and not yet constructed by the winter of 2014 nor included in the original 2035 General Plan projections);
- Cupertino Sanitary District (CuSD) contractual maximum flows (13.8 million gallons per day or mgd) for future peak wet weather flow (PWWF) conditions; CuSD's future peak dry weather flow (PDWF) was set to 12.2 mgd. Existing CuSD PDWF and PWWF were set to 6.2 and 12.7 mgd, respectively.
- Projected loads from developments that have been evaluated since completion of the 2016 Master Plan including developments reviewed through April 2022 (e.g., PHD Specific Plan and Freedom Circle Focus Area and Greystar General Plan Amendment (GPA)). A complete list and accompanying figure of these developments is included in Appendix A.

The wet weather flow condition used the same 10-year design storm that was used for the 2016 Master Plan.

The model network used in the existing (2015) scenario was based on the City's current sewers including the constructed project P6-Alt, the Calabazas Creek trunk Sanitary Sewer Condition Assessment Repairs Project, and the 2016 Master Plan projects P1 (Westside Lift Station Adjustment) and P2 (Tasman Lift Station Adjustment). The model network used in the future (2035) scenario was based on the City's 2016 Master Plan solutions network. The solutions network includes the improvements recommended in the 2016 Master Plan but not yet constructed (projects P3, P4, and P5) as well as the recently modified project E1, recently constructed projects P6-Alt, Calabazas Creek trunk Sanitary Sewer Condition Assessment Repairs Project, and 2016 Master Plan projects P1 and P2. It should be noted that except for capacity improvement project P3 (Cabrillo Avenue Sewer Improvement), all other yet to be constructed 2016 Master Plan projects are only needed to convey the future (2035) flows. The solutions network also includes improvements associated with specific developments including the PHD Specific Plan and the Freedom Circle Focus Area and Greystar GPA. Since these improvements are associated with these specific developments, they have also not been constructed to-date.

2.2 Capacity Deficiency Criteria

The City's 2016 Master Plan capacity deficiency criteria were used to determine which sewer pipes should be relieved or replaced (i.e., are deficient) due to inadequate capacity to convey sewer flows. Deficiencies are often expressed as the pipe flow depth-to-diameter ratio (called d/D, where "d" is the flow depth, and "D" is the pipe diameter). Surcharge occurs when the d/D of a given pipe is greater than 1.0, indicating that the water surface (i.e., hydraulic grade line) is higher than the pipe crown. The deficiency criteria are as follows:

- Peak Dry Weather Flow (PDWF): No surcharge allowed (d/D <= 1)
- Peak Wet Weather Flow (PWWF):
    - Gravity sewer with less than 6 feet of cover: no surcharge allowed (d/D <= 1)
    - Gravity sewer with 6 feet or more of cover: surcharge up to 1 foot above the pipe crown.

2.3 Capacity Deficiencies

The figures on the following pages document all the identified capacity deficiencies based on the system deficiency criteria discussed above. The deficiencies shown and listed are the pipes that would need some type of capacity relief, either to increase their capacity (e.g., upsize to larger diameter) or to reduce the flow (e.g., divert flow away from the pipe). The figures also show where surcharging is predicted to occur. Two types of surcharge are shown:

- Surcharge caused by "throttle" conditions (e.g., the full pipe capacity is less than the peak flow).
- Surcharge caused by backwater effects.

It is important to note that surcharge due to backwater effects does not necessarily indicate a capacity restriction at that location since a downstream capacity restriction may be causing the backwater and resulting in surcharge further upstream. In addition, a surcharged sewer does not necessarily mean it is deficient since the City allows for up to 1 foot of surcharge above the pipe crown (as previously discussed in Section 2.2).

Figure 2-1 through Figure 2-4 illustrate the performance of the system, including where deficiencies (i.e., surcharge conditions exceed the deficiency criteria outlined in Section 2.2) occur under existing (2015) and future (2035) PDWF and PWWF conditions. Appendix B includes model hydraulic profiles of the deficient locations. An example model hydraulic profile and legend is also included in Appendix B. It is important to keep in mind that the network used to identify deficiencies under future (2035) conditions was based on the City's 2016 Master Plan solutions plus development specific improvements network. The deficiencies shown therefore reflect updated hydraulic conditions in the system assuming all 2016 Master Plan capacity improvement projects and development specific improvements are constructed. As discussed in Section 1, three 2016 Master Plan capacity improvement projects (P1, P2, and P6-Alt) have been implemented to-date.

2.3.1 Existing (2015) Flow Scenario

As shown in Figure 2-1, there are no predicted deficiencies under existing PDWF conditions. The implementation of 2016 Master Plan projects P1 and P2 addressed the previous deficiency IDs D1 and D2 (as shown on Table 4-2 and Figure 4-3 of the 2016 Master Plan).

Under existing PWWF conditions, a few segments of the Calabazas Creek trunk would be deficient where the surcharge level is 1 foot or more above pipe crown (refer to deficiency ID D6 as shown on Figure 2-2). A profile view of this deficiency is shown in Appendix B (Figure B-1 and Figure B-2). This deficiency was not identified in the 2016

Master Plan because it is caused by the newly CIPP-lined downstream segment (between manholes S62-38 and S62-34) being throttled. The surcharge would also be exacerbated by the 19-inch constriction at Kifer Road which would cause further backwater surcharge upstream. The CIPP-lined segment between manholes S62-48 and S62-40 would also be throttled.

Deficiency ID D3 was identified in the City's 2016 Master Plan (refer to Table 4-2 and Figure 4-3 of the 2016 Master Plan). The proposed capacity improvement project P3 (Cabrillo Avenue Sewer Improvement) would address this deficiency. Figure B-3 in Appendix B shows a profile of this deficiency under existing (2015) PWWF conditions. Figure 5-1 in the 2016 Master Plan shows the location of project P3.

2.3.2 Future (2035 with 2016 Master Plan and Development Specific Solutions) Flow Scenario

As discussed in Section 2.1, the model network used in the future (2035) scenario was based on the City's 2016 Master Plan solutions network which includes improvements that have yet to be constructed (e.g., 2016 Master Plan projects P3, P4, P5, and modified E1); improvements associated with specific developments; the proposed CIPP lining of the GAP and Lafayette Street trunks; as well as recently constructed improvements (e.g., project P6-Alt, Calabazas Creek trunk Sanitary Sewer Condition Assessment Repairs Project, and 2016 Master Plan projects P1 and P2).

As shown on Figure 2-3, there are two deficiencies under future (2035) PDWF conditions. A profile of deficiency ID D6 on the Calabazas Creek trunk is included in Appendix B (Figure B-4). The deficiency is due to the throttled 19-inch constriction at Kifer Road. Deficiency ID D8 (Great America Parkway West Trunk) is caused by throttled segments immediately downstream of Tasman Drive. It should be noted that the predicted future (2035) flow in the Great America Parkway (GAP) trunks has increased since the 2016 Master Plan. The increase is due to various proposed developments that have been evaluated since completion of the 2016 Master Plan including various data center developments, the Freedom Circle Focus Area and Greystar GPA, and the PHD Specific Plan. A profile of deficiency ID D8 is included in Appendix B (Figure B-5). The profile also shows the proposed PHD Specific Plan improvements and soon to be lined segments along the GAP West Trunk. The PHD Alternative 3/Gravity Scenario E Improvements along PHD and Old Ironside Drive are shown to be backwater surcharged. The backwater surcharge is caused by the hydraulic grade line in the GAP West Trunk backing into the PHD sewers since they meet at matching inverts. These conditions are documented in the recently completed PHD Evaluation of Capacity Improvement Project Alternatives TM (dated December 3, 2021 and included in Appendix A).

It should be noted that the City is currently working on a focused study related to data centers (Citywide Data Centers Discharge Study). The purpose of the Data Center Study is to assess the potential capacity impact of peak discharges from existing data centers on the City's collection system. Outcomes from this study could affect predicted flows in the GAP trunks.

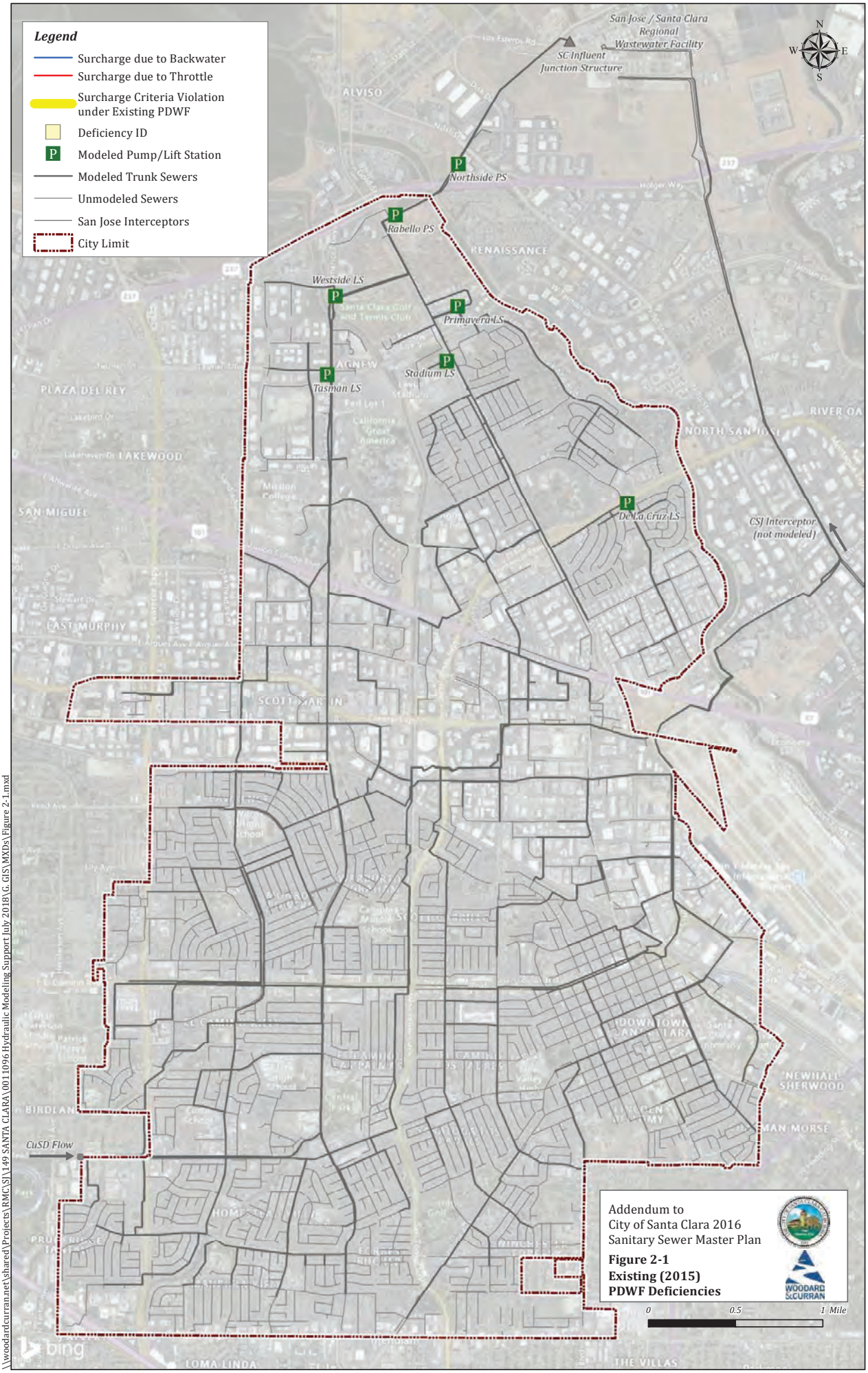
Under future (2035) PWWF conditions, the deficiency on the Calabazas Creek trunk (deficiency ID D6) would extend further upstream due to backwater surcharge (refer to Figure 2-4). A profile view of the deficiency and a more detailed view of the downstream deficient segments are shown in Appendix B (Figure B-6 and Figure B-7). As shown on this profile, the very flat slope in the first (upstream) segment of Project P6-Alt would cause the hydraulic grade line to steepen. In addition, a few lined segments would be throttled. The 19-inch constriction would also raise the hydraulic grade line further.

The deficiency along the GAP West Trunk (deficiency ID8) would also be exacerbated by the future PWWF with surcharge levels greater than 1 foot above crown from manhole S93-48 (immediately downstream of the siphons) to manhole S103-22 (at interconnection #3). A profile of this deficiency is shown in Figure B-8 in Appendix B. Most of the sewers along this deficient segment would be surcharged due to throttle conditions. The PHD sewer improvements along the GAP west trunk would also be surcharged, although this would be caused by backwater from the downstream throttled segments. The PHD Alternative 3/Gravity Scenario E Improvements along PHD and Old Ironside Drive would

still be backwater surcharged (again due to the smaller sewers meeting the GAP west trunk at matching inverts). These conditions are documented in the recently completed PHD Evaluation of Capacity Improvement Project Alternatives TM (dated December 3, 2021 and included in Appendix A).

Appendix B also shows a profile of the proposed modified Project E1 under future (2035) PWWF conditions (refer to Figure B-9). As shown on the profile, the upsized 21-inch sewers (shown highlighted in purple) would be just within the project sizing criteria (i.e., d/D ≤ 0.75).

It should be noted that CuSD recently provided the City with an update to their projected (future) PWWF discharge into the Santa Clara system. The updated PWWF is 14.5 mgd, which is higher than the 13.8 mgd PWWF assumed for the City's 2016 Master Plan (equivalent to CuSD's current contractual maximum flow rate). CuSD flows impact both the Calabazas Creek and Great America Parkway trunks. The City is currently in discussions with CuSD to determine next steps. Impacts of the updated CuSD future flows on the City's system will be analyzed and any resulting deficiencies addressed by the City's future Sewer Master Plan Update.



Addendum to
City of Santa Clara 2016
Sanitary Sewer Master Plan

Figure 2-1
Existing (2015)
PDWF Deficiencies

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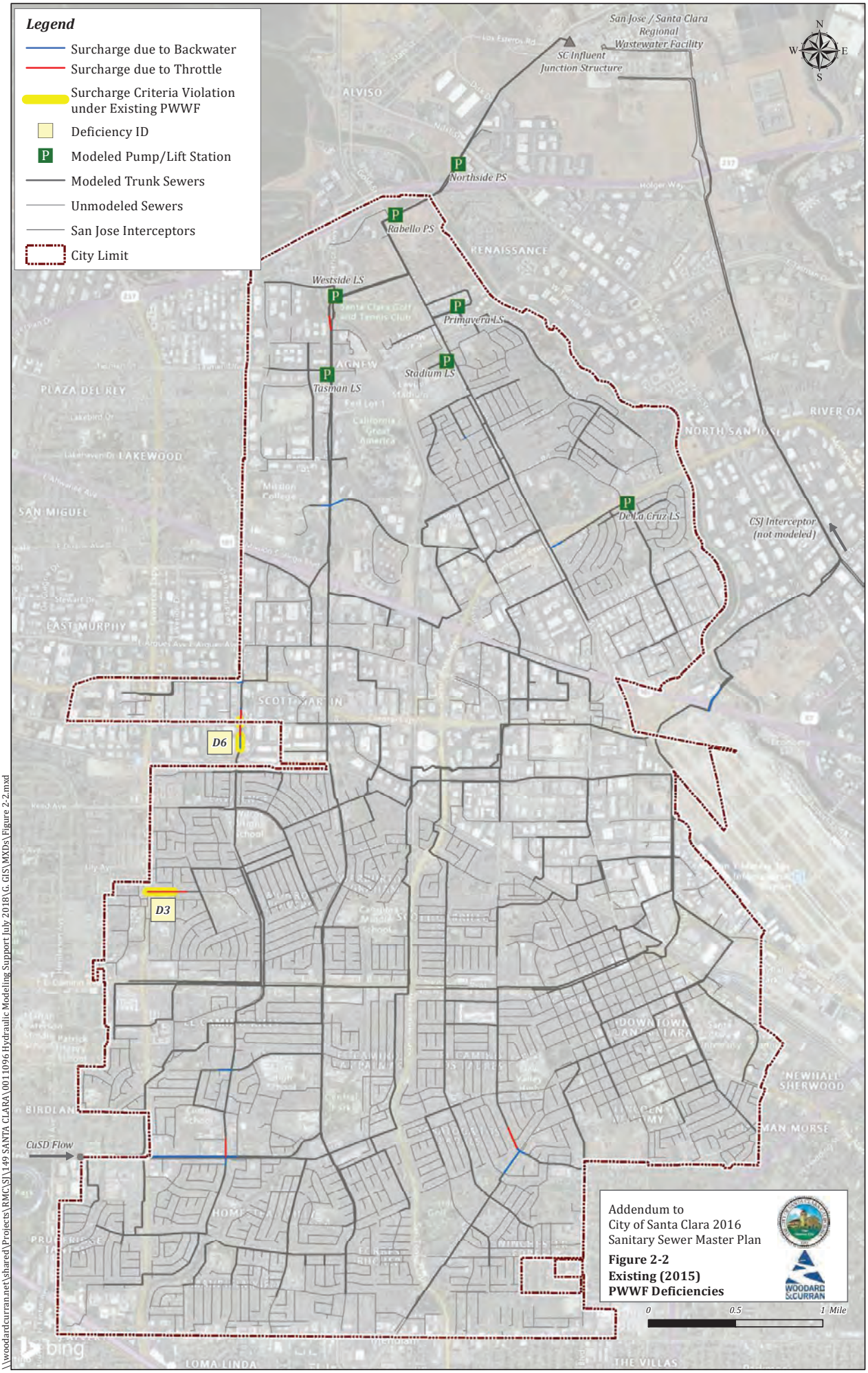

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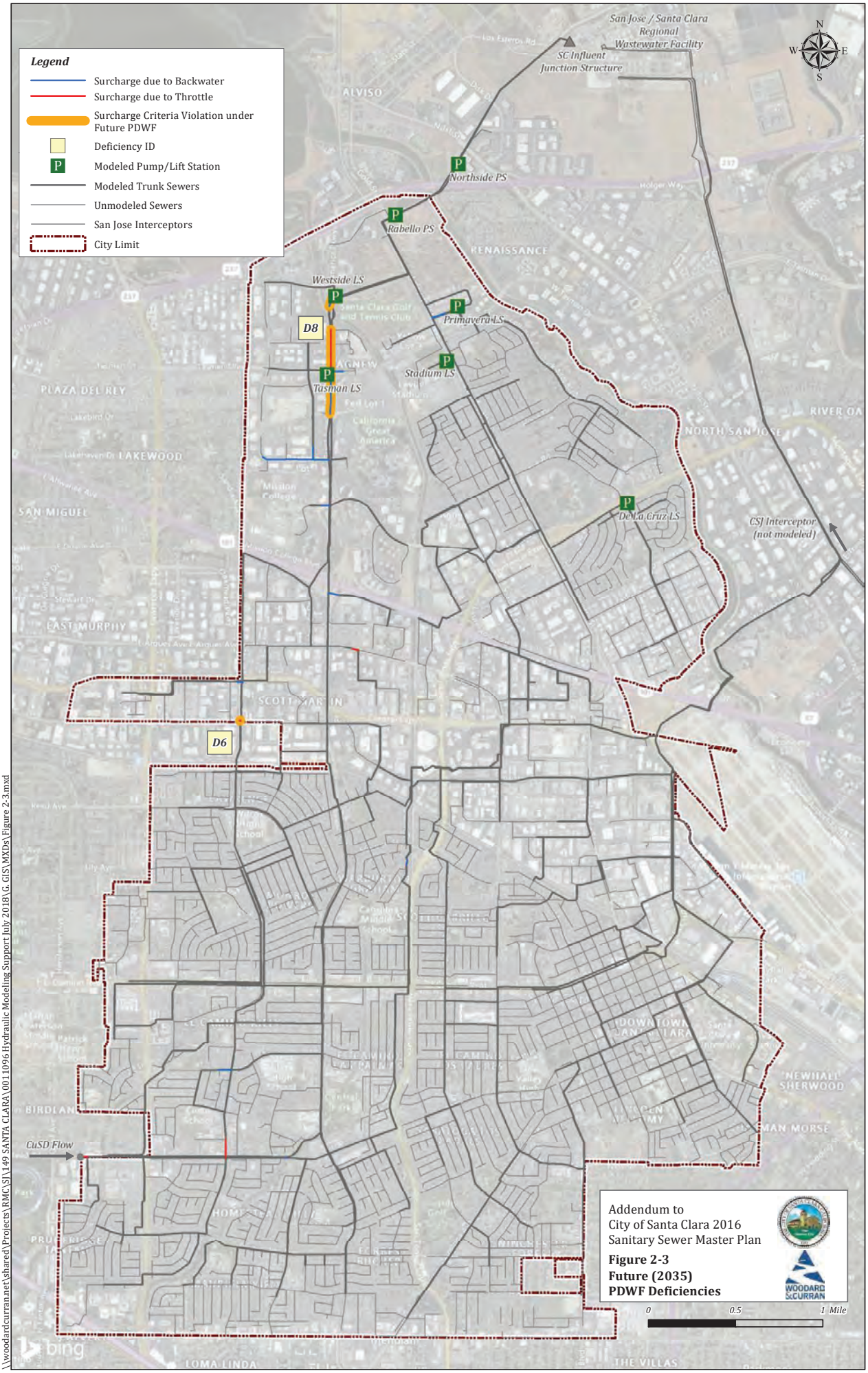
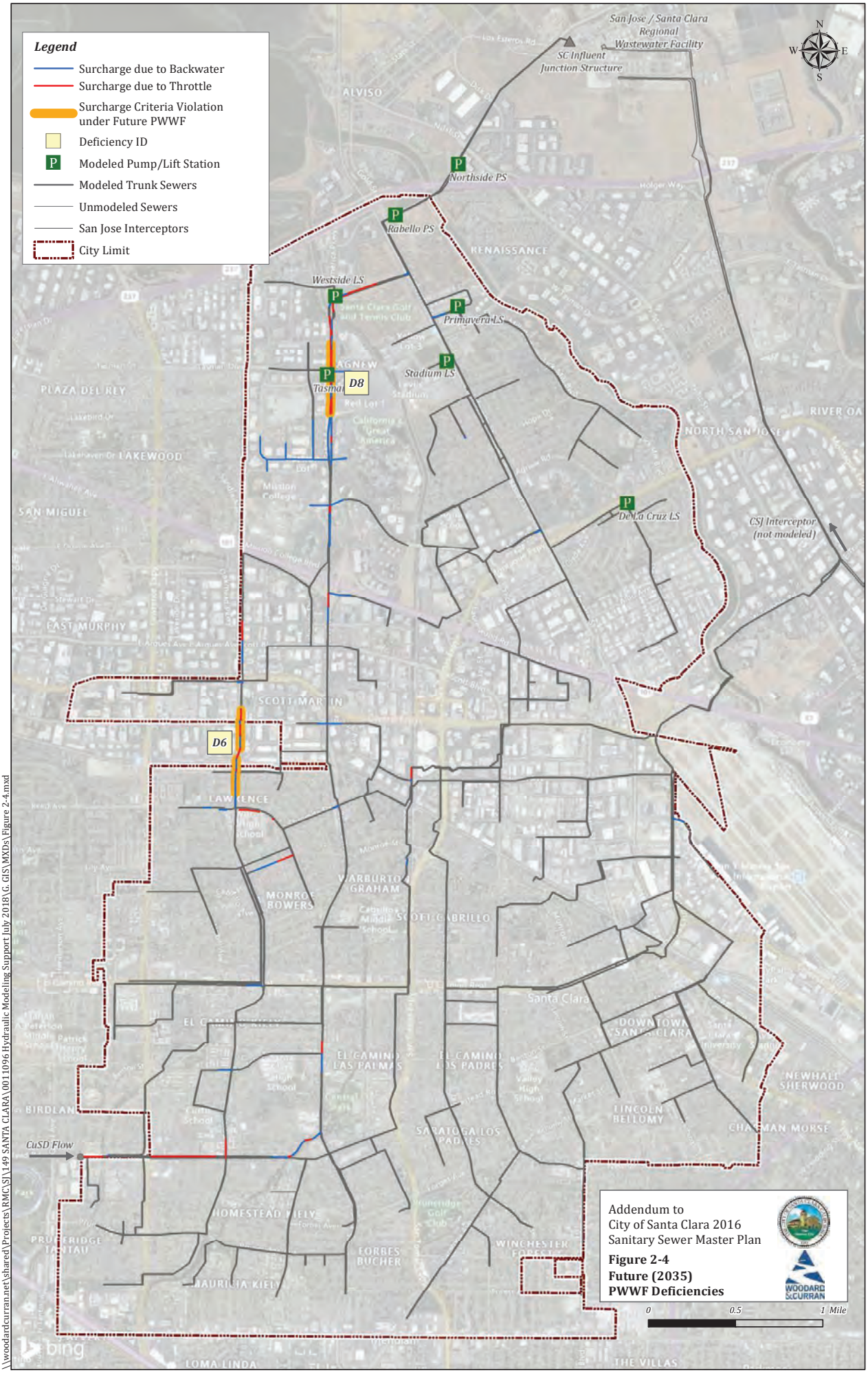


\\woodardcurran.net\shared\Projects\RMC\SJ\149 SANTA CLARA\0011096 Hydraulic Modeling Support July 2018\G. GIS\MXDs\Figure 2-3.mxd



\\woodardcurran.net\shared\Projects\RMC\SJ\149 SANTA CLARA\001096 Hydraulic Modeling Support July 2018\G. GIS\MXDs\Figure 2-4.mxd

3. CAPACITY IMPROVEMENT ALTERNATIVES

This section presents the alternatives evaluated to alleviate the capacity deficiency identified in the Calabazas Creek and GAP west trunks (deficiency ID D6 and D8) and presented in Section 2. The alternatives were designed to relieve the deficiencies either by upsizing the capacity deficient pipes or identifying potential rerouting of flows. The alternatives were tested in the model to confirm that they would provide the needed capacity relief and to determine the pipe sizes needed for the relief sewers. In some cases, the alternative would result in capacity deficiencies further downstream, since peak flows reaching downstream pipes would increase, causing additional surcharging downstream. In these cases, the scope of the proposed improvements was expanded to include improvements needed to alleviate the new downstream deficiencies. Only viable alternatives are recommended for further consideration for potential inclusion in the City's capital improvement plan (CIP) (as discussed in the following Section 4).

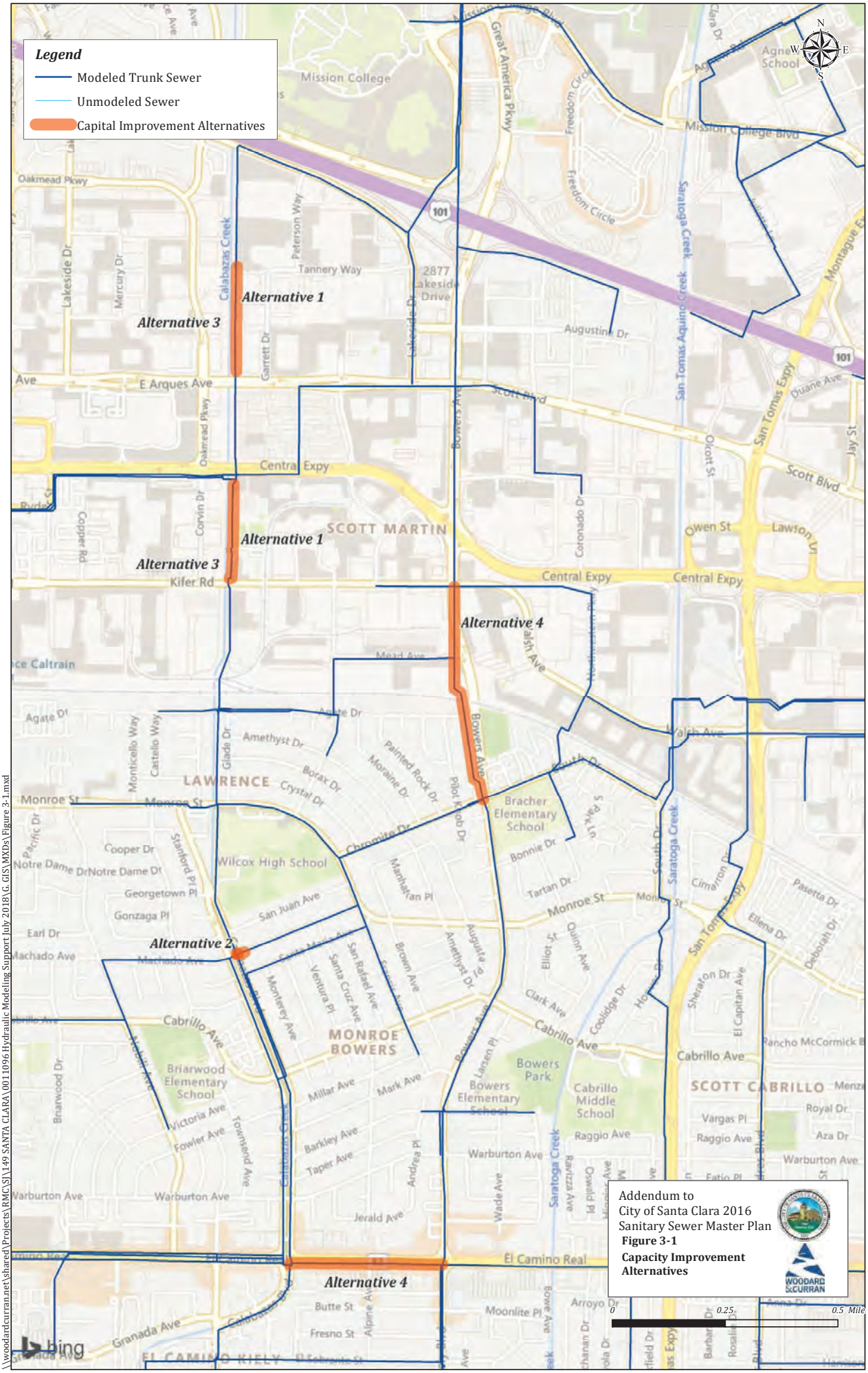
3.1 Design Criteria

New pipes were sized according to the City's design criteria. Design criteria differ from the capacity deficiency criteria discussed in Section 2 in that design criteria are specific to new facilities, while capacity deficiency criteria define the minimum acceptable performance level of existing facilities. The key design criteria used at this planning stage are as follows:

- All new facilities were sized for the future (2035) PWWF condition.
- New pipes were sized not to exceed approximately 75% full (d/D less than or equal to 0.75) under future (2035) PWWF.
- Replacement (upsized) pipes were sized assuming the existing pipe was replaced with a larger pipe at the same slope.
- New pipes, excluding pipes being upsized at the same slope, should have a minimum velocity of 2 feet per second (fps) at half-full pipe.
- A Manning's "n" of 0.013 was assumed for all pipes.

3.2 Capacity Improvement Alternatives

Four potential alternatives to the Calabazas Creek trunk capacity deficiency were identified. Figure 3-1 shows the extent and locations of the alternatives. Each alternative is discussed in further detail in the sections below. A plan view of the alternative showing deficiency results under future (2035) PWWF is included in the discussion. Profile views showing the deficiency and more detailed hydraulic conditions are included in Appendix C.



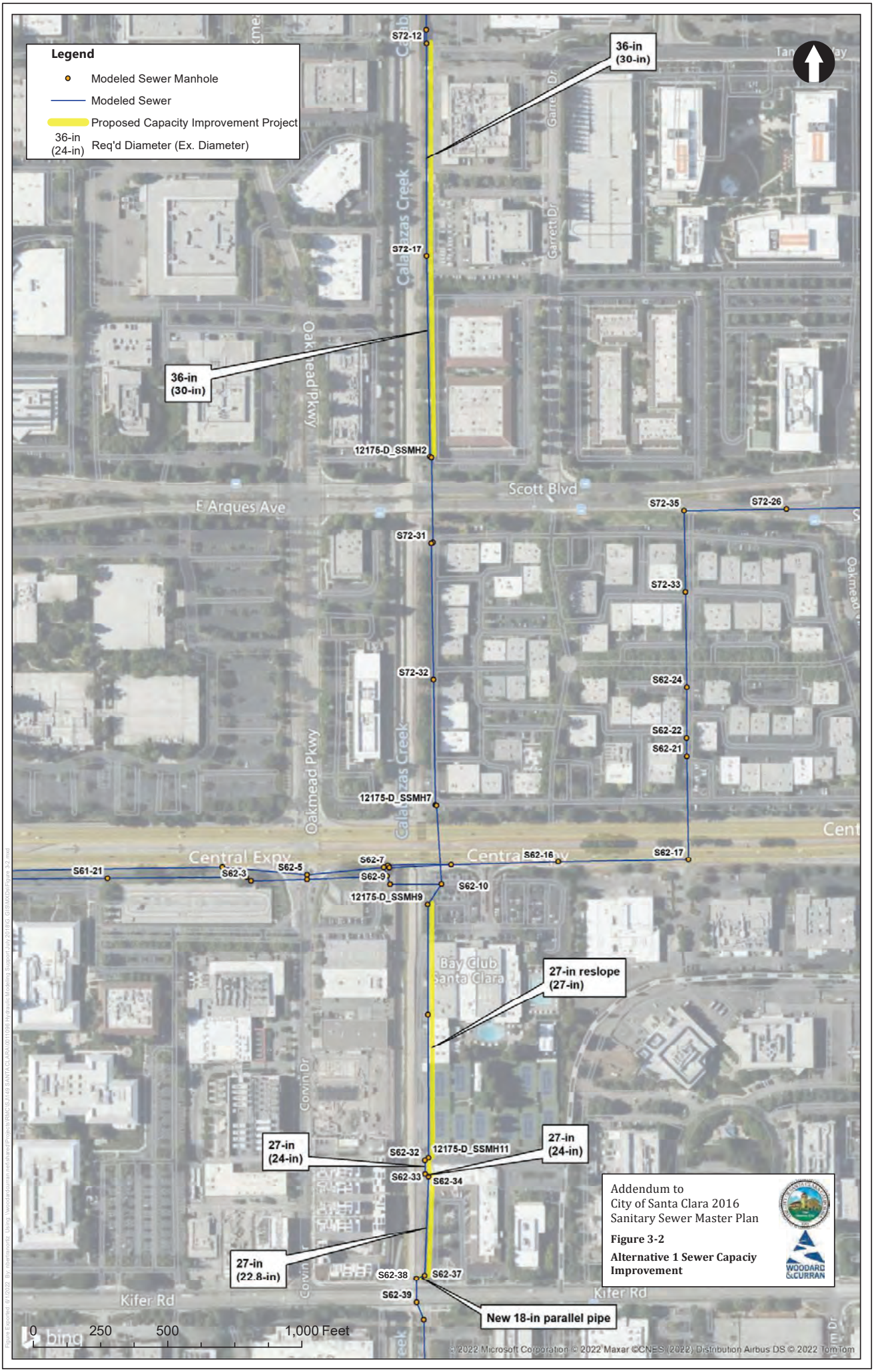
\\woodardcurran.net\shared\Projects\RMC\SJ\149 SANTA CLARA\0011096 Hydraulic Modeling Support July 2018\G. GIS\MXDs\Figure 3-1.mxd

Alternative 1 – Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer Under the Existing 27-Inch Storm Drain

This alternative would upsize the deficient sections of the Calabazas Creek trunk and would install a new 18-inch sewer parallel to the existing 19-inch sewer constriction under the storm drain. In addition, the alternative would redo the vertical alignment of the first two 27-inch segments of project P6-Alt. As discussed in Section 1 (and shown on Figure 1-3), the first segment of project P6-Alt has a very flat slope (0.047 percent) which results in a reduced pipe full capacity (pfc) of 4.32 mgd. In contrast, the segment immediately downstream has a much steeper slope (0.639 percent), resulting in a much greater pfc of 16.0 mgd. As shown on Figure B-6 (in Appendix B), the reduced pipe capacity in the first segment results in a steepening of the hydraulic grade line, which then results in backwater surcharge in upstream segments. Addressing this flat slope is key to preventing future backup into upstream segments. The record drawings for project P6-Alt did not identify any utility conflicts that would make this option infeasible. However, further investigation of utilities should be conducted during the design phase of the project to confirm its feasibility. Figure 3-2 shows a plan view of the alternative. Alternately, depending on the condition of the existing 19-inch segment, it could be replaced with two new parallel 18-inch sewers. Figure 3-3 and Figure 3-4 illustrate the two potential configurations for the new 18-inch sewer(s).

It should be noted that the original alternative was limited to the segments immediately downstream of Kifer Road (from manhole S62-37 to new P6-Alt manhole SSMH9 located immediately upstream of manhole S62-10. However, these upsized sewers increased the flow conveyed, which caused a deficiency further downstream between sanitary sewer manhole S72-32 and new P6-Alt manhole SSMH1 (located in the vicinity of the abandoned manhole S72-20). A profile of the hydraulic conditions of this original alternative is included in Appendix C (refer to Figure C-1). To alleviate this new downstream deficiency, two additional sewer segments (between manhole SSMH1 and S72-12) were upsized from a 30- to a 36-inch sewer. The updated profile including this downstream upsized segment is included in Appendix C (Figure C-2). It should be noted that the existing slope of these two new upsized sewers (0.07 to 0.14 percent) is very flat. Increasing the slope of the two segments would increase capacity. However, utility conflicts may make this option infeasible. Potential utility conflicts should be evaluated during the design phase of this project. The sewers downstream of the siphon (between manhole S72-11 and S82-9) would be surcharged due to throttle conditions. Although the surcharge level would not exceed 1 foot above crown (maximum surcharge level is 2.7 inches above pipe crown at manhole S72-8), these sewers are shallow, as they have less than six (6) feet of cover. As a result, they would also be considered deficient (per the City's deficiency criteria discussed in Section 2). The minimum freeboard would be approximately 3.3 ft (at manhole S82-10). It is recommended the City survey the manholes along this section of the Calabazas Creek trunk (all manholes between and including S72-17 and S73-6) to confirm the pipe cover and resulting potential deficiency. Should the shallow pipe cover be confirmed, the proposed project would have to be extended to include these downstream segments.

As an alternative to upsizing existing sewers, the City may opt to install parallel sewers instead. This option would eliminate the need for bypass pumping and could therefore save the City money during construction. However, due to potential utility conflicts, it is not clear that there would be enough room between existing properties and the creek to allow for parallel trunks. In addition, the City would now have to maintain twice the length of sewers along this alignment.


Legend
Modeled Sewer Manhole
Modeled Sewer
Proposed Capacity Improvement Project
36-in (24-in) Req'd Diameter (Ex. Diameter)
S72-12
36-in (30-in)
S72-17
36-in (30-in)
12175-D_SSMH2
Scott Blvd
E Arques Ave
S72-35
S72-26
S72-31
S72-33
S72-32
S62-24
S62-22
S62-21
12175-D_SSMH7
Central Expy
S62-16
S62-17
S61-21
S62-3
S62-5
S62-7
S62-9
S62-10
12175-D_SSMH9
27-in reslope (27-in)
Bay Club Santa Clara
Corvin Dr
27-in (24-in)
S62-32
12175-D_SSMH11
27-in (24-in)
S62-33
S62-34
27-in (22.8-in)
S62-38
S62-37
S62-39
New 18-in parallel pipe
Kifer Rd
Oakmead Pkwy
Calabazas Creek
Garrett Dr
0
250
500
1,000 Feet
bing
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City of Santa Clara 2016
Sanitary Sewer Master Plan
Figure 3-2
Alternative 1 Sewer Capaciy Improvement
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Figure 3-3: New Parallel 18-Inch Sewer

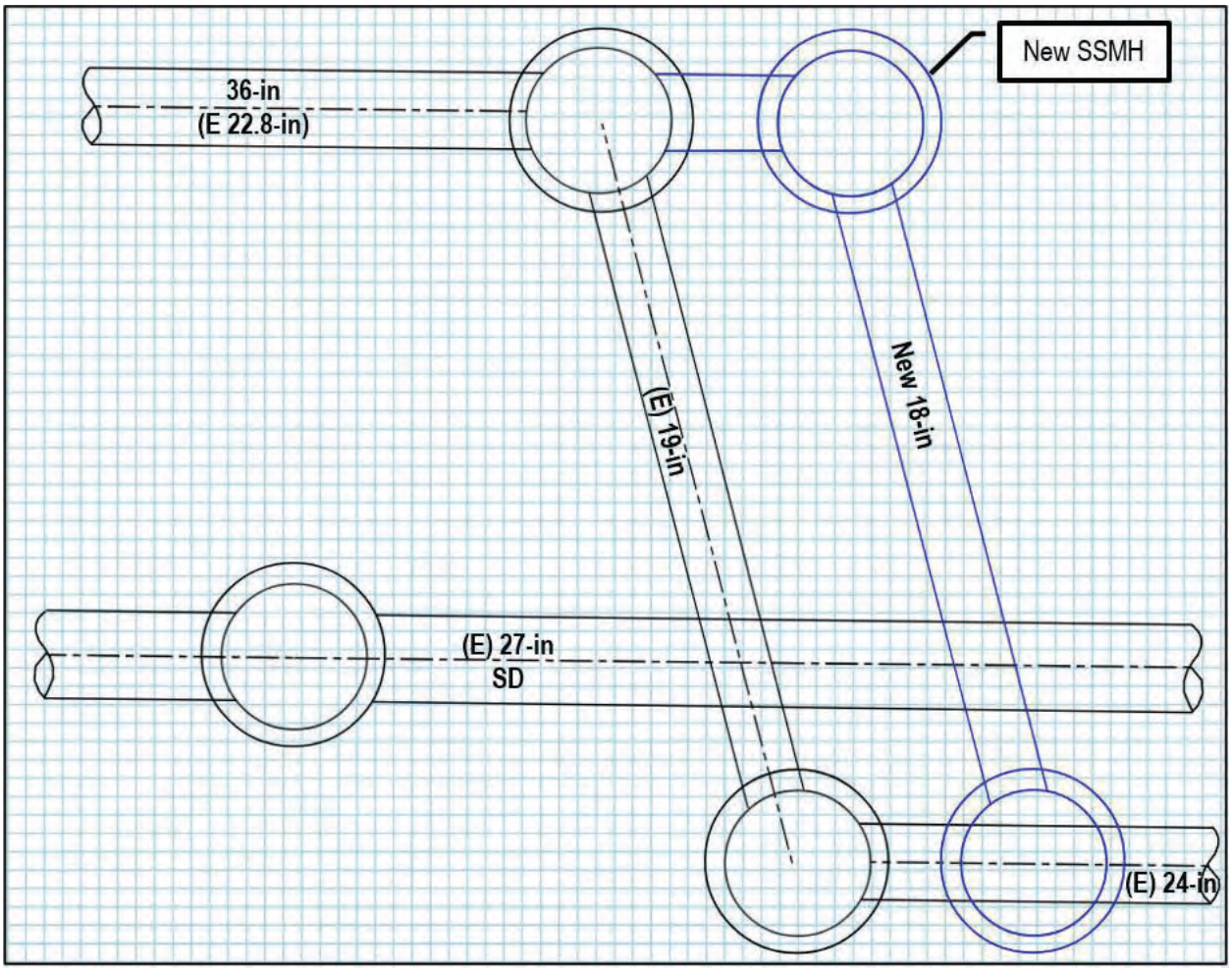
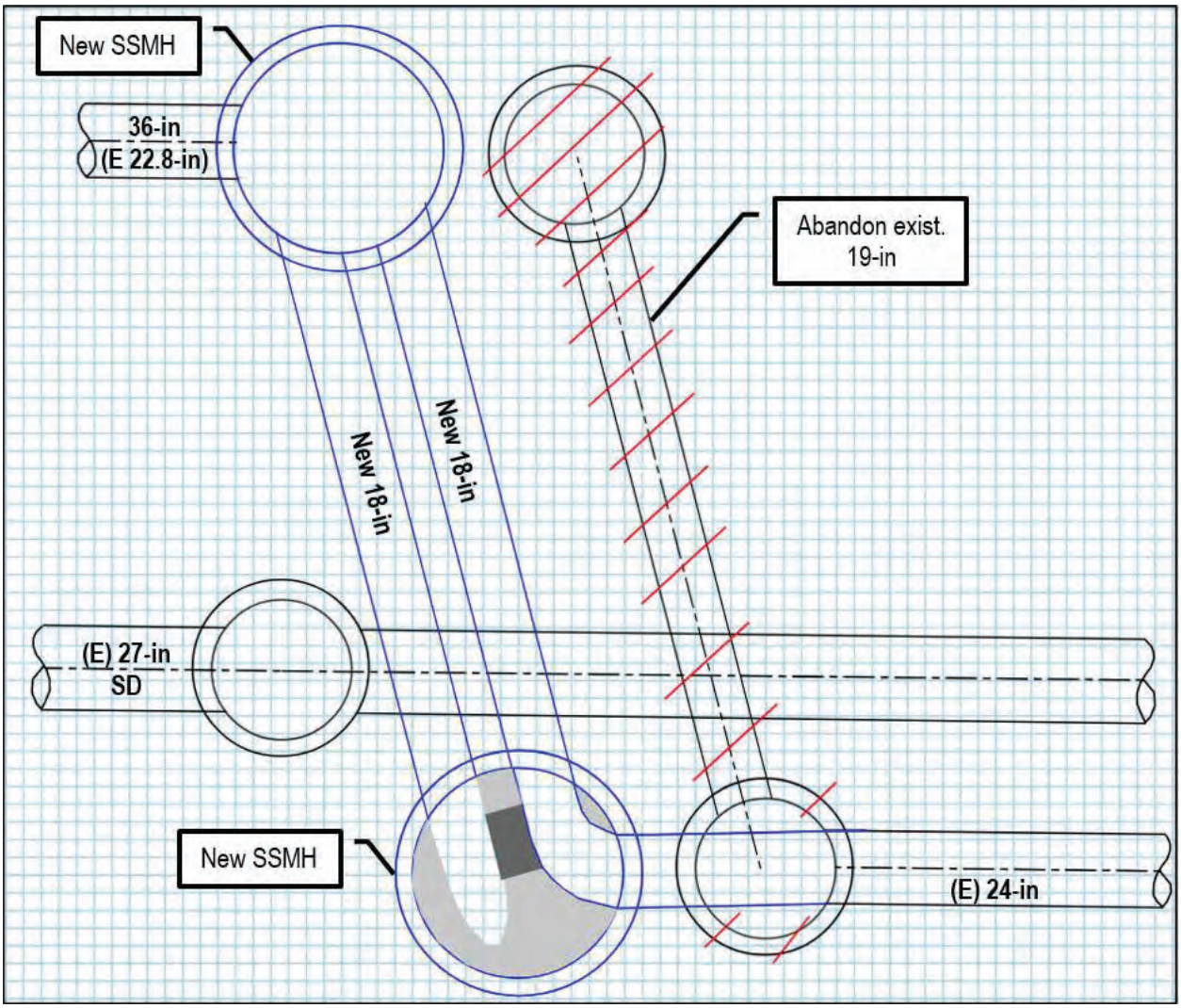


Figure 3-4: New Parallel 18-inch Twin Sewers



Alternative 2 – Diversion to Machado Avenue and Chromite Drive

This alternative would include construction of a new manhole at the Calabazas Boulevard and Machado Avenue intersection and a new sewer going east on Machado Avenue and connecting to the existing Machado Avenue 21-inch trunk. The new manhole would have a weir or high-level diversion to divert peak flows to the 21-inch Machado Avenue trunk, thereby reducing flows going north in the Calabazas Creek trunk. This alternative was proposed in the City's 2016 Master Plan as capacity improvement project P6 (Sewer Diversion at Calabazas Boulevard and Machado Avenue). Figure 3-5 shows a plan view of the alternative.

This alternative would relieve the capacity deficiency along the Calabazas Creek trunk. Profiles showing hydraulic conditions for the Calabazas Creek trunk, as well as for the Machado Avenue/Chromite Drive trunks, are included in Appendix C (Figure C-3 and Figure C-4, respectively). As shown on the profiles, the Calabazas Creek trunk would no longer be deficient. However, the trunk would still be flowing full in the lined segments and slightly surcharged, although the surcharge level would not exceed the City's PWWF deficiency criteria. The 21-inch Machado Avenue trunk downstream of the diversion would still have capacity, although the downstream 24-inch Chromite Drive trunk would be full although not deficient.

The primary flow direction at the Chromite Drive and Bowers Avenue intersection is to continue east along Chromite Drive and South Drive, eventually discharging into the Walsh Avenue trunk. There is a diversion structure at the Chromite/Bowers intersection (at manhole S53-105) with a weir, which (should flows overtop the weir crest) could divert flows north to the Bowers Avenue trunk. However, as shown on the profile, under future (2035) PWWF conditions, the flow depth at this manhole would not reach the weir crest and, as a result, all flow would continue east to the Chromite Drive/South Drive 24- and 27-inch trunk. As shown on Figure C-5, immediately east of Kentworth Way (to the San Tomas Aquino Creek siphon), the 27- and 30-inch trunk would have enough capacity to accommodate the additional flow (the depth to diameter ratio (d/D) would range from 0.6 to 0.84). Downstream of the siphon, the 27- and 30-inch Walsh Avenue trunk could also accommodate the additional flow (d/D would range from 0.74 to 0.77). Diverting flow away from the Calabazas Creek trunk into the Machado Avenue/Chromite Drive trunks would also divert flow away from the downstream GAP west trunk. Figure C-6 shows the resulting hydraulic conditions in the GAP west trunk. The trunk between manholes S93-48 and S103-12 would still be surcharged. There would still be three deficient segments; however, the maximum surcharge level (1.02 ft at manhole S93-42) would just slightly exceed the deficiency criteria. The minimum freeboard would be 6.7 ft at manhole S93-36.

The City recently conducted an Inflow/Infiltration (I/I) Study in the Chromite/Machado/Cabrillo (CMC) Basin. The CMC Basin drains to the 21-inch Machado Avenue and 24-inch Chromite Drive trunks. The I/I Study included flow monitoring in the CMC Basin and concluded that the I/I is concentrated in a relatively small area. The 2016 Master Plan I/I estimates for this area are based on the flow meter 10 basin (as presented in Figure 3-3 of the 2016 Master Plan). As such, the estimated I/I is evenly distributed in the area tributary to flow meter 10. Incorporating results of the flow monitoring conducted for the recent I/I Study could result in a refinement of the I/I distribution in this flow meter basin, which could impact modeled hydraulic conditions in the Machado Avenue and Chromite Drive trunks. The City will update the model calibration based on this flow monitoring data and re-evaluate this alternative in its upcoming Master Plan Update.

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Figure 3-5

Alternative 2 Sewer Capaciy Improvement

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Sources: BING Basemap

Date Saved: 3/29/2021

Alternative 3 – Calabazas Creek Trunk Upsize and Relocation of Existing 27-Inch Storm Drain

This alternative would upsize the deficient sections of the Calabazas Creek Trunk including the 19-inch constriction. Figure 3-6 shows a plan view of the alternative. The alternative would relocate the existing 27-inch RCP storm drain. A new storm drain drop manhole would be constructed at the intersection to re-route the storm drain west to discharge into the creek through the culvert wall. Figure 3-7 and Figure 3-8 demonstrate examples of the potential new drop storm drain manhole. The storm drain would be sized to be able to convey the stormwater into the creek. This alternative is essentially the same as Alternative 1 except it would also include modifications to the storm drain and associated creek outfall structure.

This alternative would eliminate the Calabazas Creek trunk deficiency. However, as with Alternative 1, the original upsized segments were limited to the upstream segments from manhole S62-37 to new P6-Alt manhole SSMH9 located immediately upstream of manhole S62-10. However, these upsized segments would increase the flow conveyed, which caused a new deficiency further downstream between new manhole S72-32 and new P6-Alt manhole SSMH1 (located in the vicinity of the abandoned manhole S72-20). A profile of the hydraulic conditions of this original alternative is included in Appendix C (Figure C-7). As in Alternative 1, to alleviate this new downstream deficiency, two additional sewer segments (between manhole SSMH1 and S72-12) would be upsized from a 30- to a 36-inch sewer. The updated profile of the final Alternative 3 is included in Appendix C (Figure C-8). It should be noted that the existing slope of these two new upsized sewers (0.07 to 0.14 percent) is very flat. Increasing the slope of the two segments would increase the capacity and reduce the upsized diameter required. However, utility conflicts may make this slope improvement infeasible. Potential utility conflicts should be evaluated during the design phase of this project. As in Alternative 1, the sewers downstream of the siphon (between manhole S72-11 and S82-9) would be surcharged due to throttle conditions. Although the surcharge level would not exceed 1 foot above crown (maximum surcharge level is 2.7 inches above pipe crown at manhole S72-8), these sewers are shallow, as they have less than six (6) feet of cover. As a result, they would also be considered deficient (per the City's deficiency criteria discussed in Section 2). The minimum freeboard would be approximately 3.3 ft (at manhole S82-10). It is recommended the City survey the manholes along this section of the Calabazas Creek trunk (all manholes between and including S72-17 and S73-6) to confirm the pipe cover and resulting potential deficiency. Should the shallow pipe cover be confirmed, the proposed project would have to be extended to include these downstream segments.

This alternative would require close coordination with Santa Clara Valley Water District (Valley Water). The District would have to approve the relocation of the 27-inch storm drain outlet and modifications to the existing culvert structure. Because of the added regulatory and coordination complexity, this alternative was deemed less viable than the similar Alternative 1.

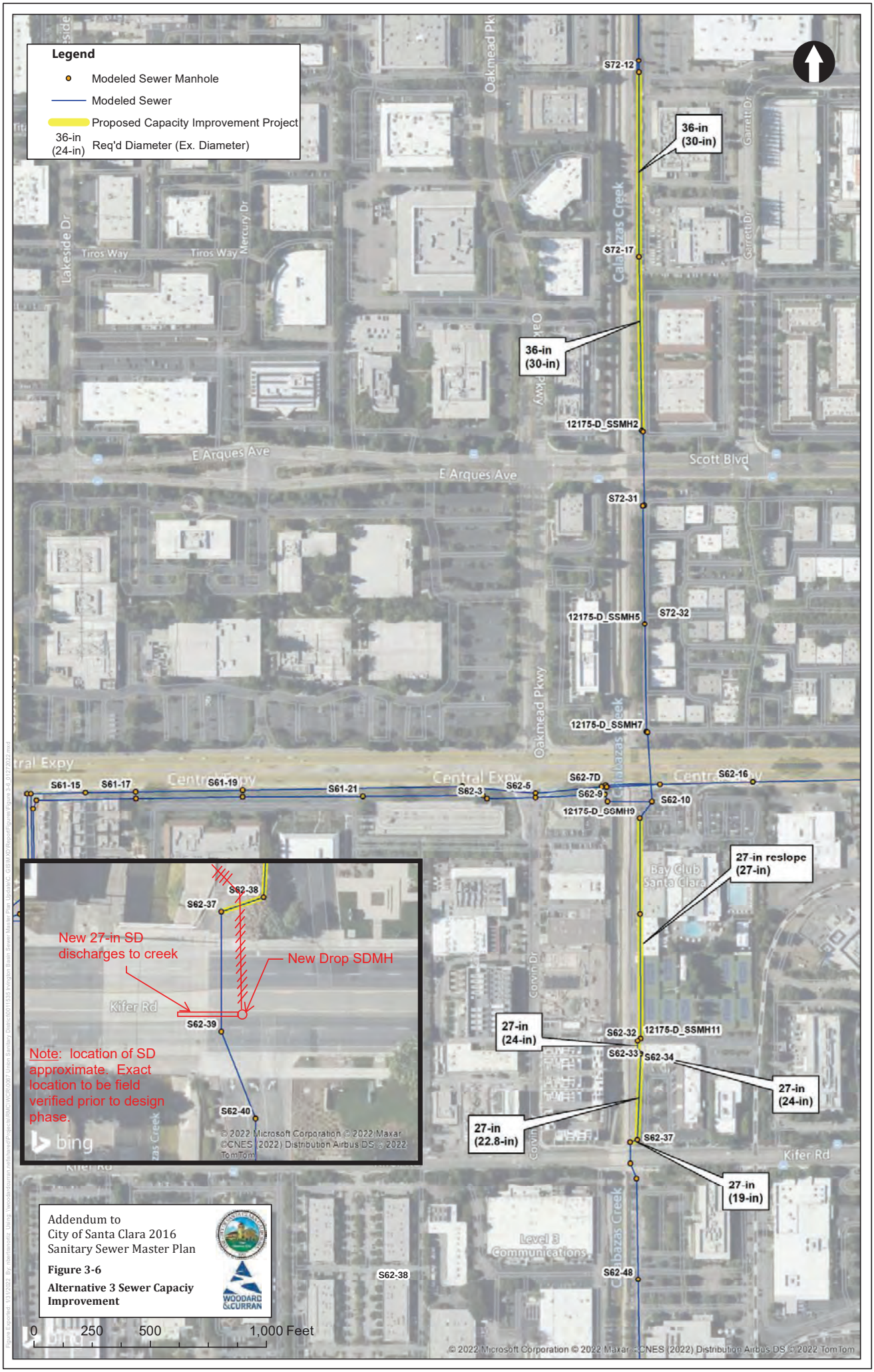
Legend
Modeled Sewer Manhole
Modeled Sewer
Proposed Capacity Improvement Project
36-in (24-in) Req'd Diameter (Ex. Diameter)
S72-12
36-in (30-in)
S72-17
36-in (30-in)
12175-D_SSMH2
E Arques Ave
Scott Blvd
S72-31
12175-D_SSMH5
S72-32
12175-D_SSMH7
S61-15
S61-17
S61-19
S61-21
S62-3
S62-5
S62-7D
S62-9
S62-16
S62-10
12175-D_SSMH9
27-in reslope (27-in)
S62-38
S62-37
New 27-in SD discharges to creek
New Drop SDMH
Kifer Rd
S62-39
Note: location of SD approximate. Exact location to be field verified prior to design phase.
S62-40
27-in (24-in)
S62-32
12175-D_SSMH11
S62-33
S62-34
27-in (24-in)
27-in (22.8-in)
S62-37
27-in (19-in)
S62-38
S62-48
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Figure 3-6
Alternative 3 Sewer Capaciy Improvement
0
250
500
1,000 Feet
© 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS © 2022 TomTom

Figure 3-7: New SD Manhole and 27-inch SD

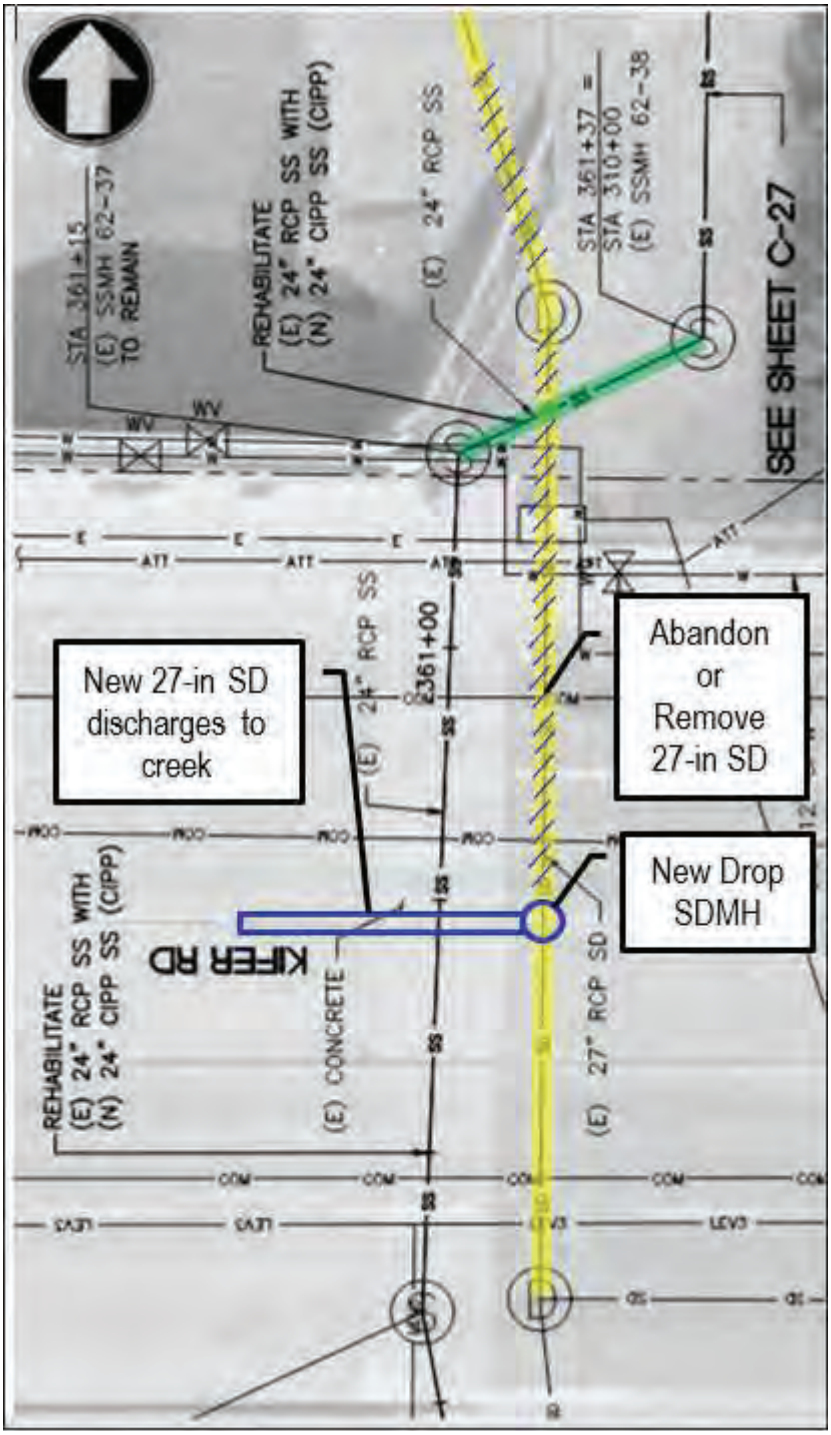
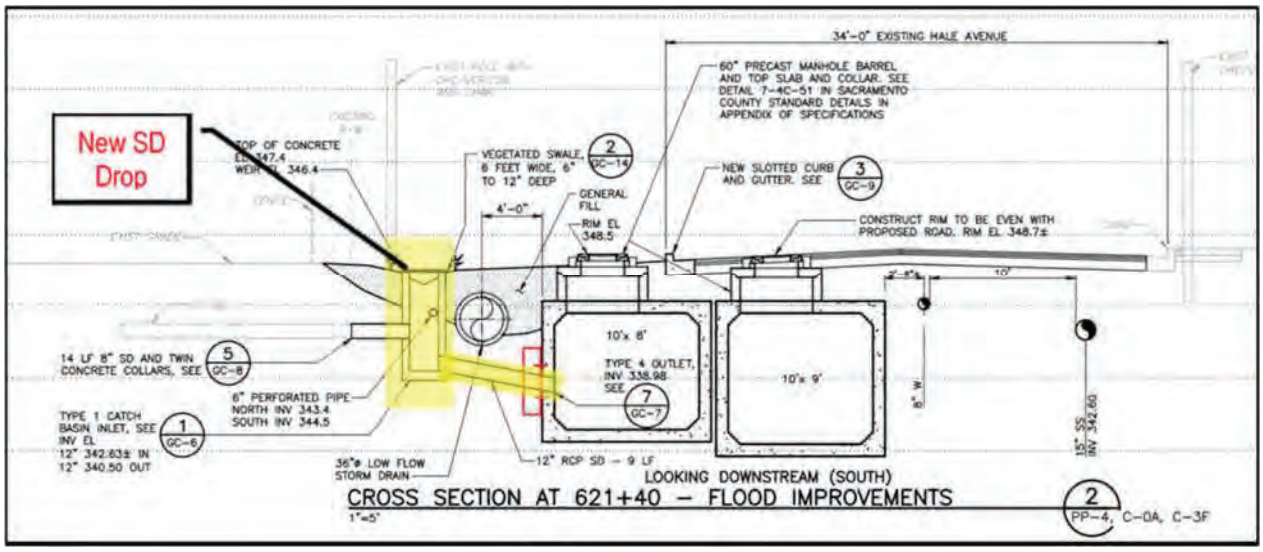


Figure 3-8: Cross Section Example of Potential Drop SD Manhole and 27-inch SD



Alternative 4 – Diversion to El Camino Real (ECR) and Bowers Avenue

Alternative 4 would divert flow away from the Calabazas Creek trunk at El Camino Real (ECR) to relieve the capacity deficiency in the trunk. The current connection at manhole S32-102 (located in the southeast corner of the ECR and Calabazas Boulevard intersection) would be eliminated such that all ECR flow would continue east on ECR to eventually discharge to the Bowers Avenue trunk (at manhole S33-5). The alternative would upsize the existing 10-inch to a 15-inch sewer along ECR (from the Calabazas Boulevard to the Bowers Avenue intersections). Figure 3-9 shows a plan view of the initial alternative.

Figure 3-10 illustrates the performance of the system under this initial alternative, including where deficiencies (i.e., surcharge conditions exceed the deficiency criteria outlined in Section 2.2) would occur. As shown, the initial alternative would relieve most of the deficiency along the Calabazas Creek trunk, although a small segment would still be deficient (from manhole S62-39 to S62-37). However, the added flow diverted away from the Calabazas Creek trunk and into the new upsized ECR trunk (1.6 mgd) would cause a deficiency in the downstream segments of the Bowers Avenue trunk. Profiles of the hydraulic conditions of this initial alternative are included in Appendix C. Figure C-9 shows a profile view of the upsized 15-inch sewer along ECR. Figures C-10 and C-11 show a profile of the Calabazas Creek trunk. As shown, the deficiency occurs at manhole S62-37 where the surcharge level (1.06 feet above pipe crown) barely exceeds the 1 foot above pipe crown deficiency criteria. The deficiency is again due to backwater surcharge from the 19-inch constriction located immediately downstream of manhole S62-37. Figure C-12 shows a profile of the Bowers Avenue trunk including the deficient segments. The maximum surcharge level (1.9 ft above pipe crown) and minimum freeboard (7.5 ft) would occur at manhole S53-22. Figure C-13 shows a profile of the downstream segments of the Bowers Avenue trunk as it transitions into the GAP east trunk. As shown, these downstream sewers would also be flowing full, and several segments would be surcharged due to throttle conditions.

Construction along the busy ECR would be challenging. In addition, the alternative would cause more severe surcharge conditions in the downstream segments of the Bowers Avenue trunk. To address the deficient Bowers Avenue trunk, the Alternative 4 improvements would have to be extended to include upsizing approximately 2,590 linear feet (LF) of 27 to 30-inch pipe from manhole S53-34 to S63-20. A profile view of the Bowers Avenue trunk showing the proposed improvements and resulting hydraulic conditions is shown on Figure C-14. To address the one

deficient segment along the Calabazas Creek trunk, a new 18-inch sewer could be constructed parallel to the existing 19-inch constriction. Alternately, depending on the condition of the existing 19-inch segment, it could be replaced with two new parallel 18-inch sewers. These two configurations were shown on Figure 3-3 and Figure 3-4, respectively. A profile view of the Calabazas Creek trunk showing the proposed improvements and resulting hydraulic conditions is shown on Figure C-15 and Figure C-16. Figure 3-11 shows a plan view of the ultimate Alternative 4 including all required improvements along the Calabazas Creek, ECR and Bowers Avenue.

Figure C-17 shows a profile of the GAP west trunk. Because the GAP trunks are interconnected, this alternative would still result in surcharge conditions and deficiencies along the GAP west trunk.

Additional sub-alternatives to Alternative 4 could include diverting flow away from the Calabazas Creek trunk and into the Bowers Avenue trunk through a new sewer along Warburton Avenue or Barkley Avenue. Since the Calabazas Creek trunk is approximately 9 feet higher than the Bowers Avenue trunk, there would likely be enough fall to provide the minimum slope required on the new West to East (W-E) trunk along Warburton Avenue or Barkley Avenue.

These "sub-alternatives to Alternative 4" are also shown on Figure 3-11. These new alignments would have several benefits including:

1) Avoiding construction along ECR. ECR is already a very busy road with numerous utilities and heavy traffic usage. Construction would also require coordination and permitting from Caltrans.

2) Avoiding modification to the existing siphons under the Calabazas Creek at manhole S32-102. Alternative 4 would require some modifications at this manhole to plug the existing connection to the Calabazas Creek trunk.

3) Ability to divert more than the 1.6 mgd PWWF assumed to be diverted under Alternative 4. Diverting more flow away from the Calabazas Creek trunk would completely address the downstream deficiency at the 19-inch constriction and possibly the surcharge conditions in the adjacent lined sewers. However, the additional flow diverted into the Bowers Avenue trunk would likely result in additional improvements required (in addition to the Alternative 4 Bowers Avenue trunk improvements). The sub-alternatives would have to be modeled in order to identify the PWWF diverted into the Bowers Avenue trunk and the resulting improvements required.

4) Added flexibility in the sewer system to divert flow away from a major North to South (N-S) trunk (Calabazas Creek trunk) into another major N-S trunk (Bowers Avenue trunk) via a new West to East (W-E) trunk.

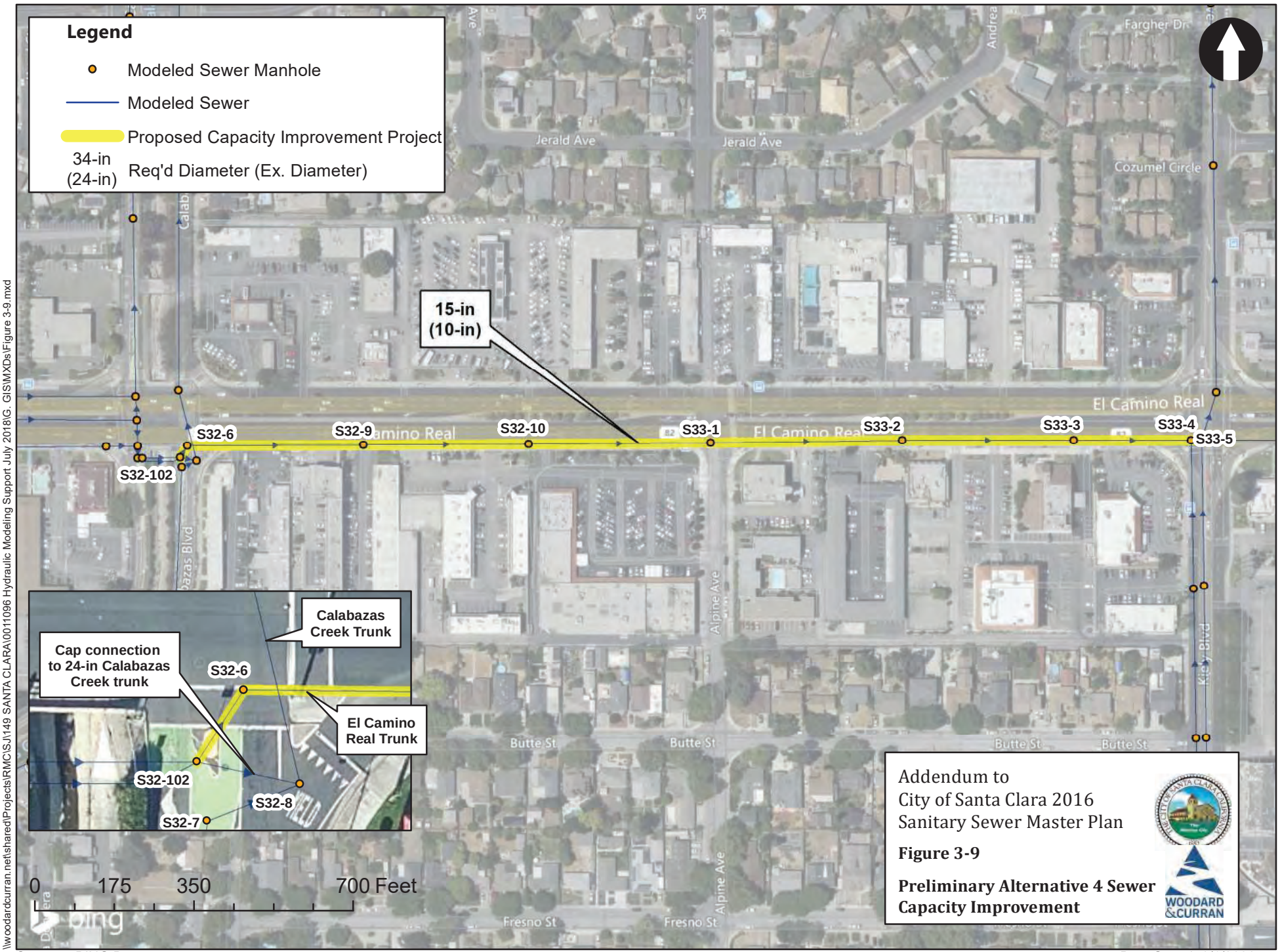


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Figure 3-9

Preliminary Alternative 4 Sewer Capacity Improvement

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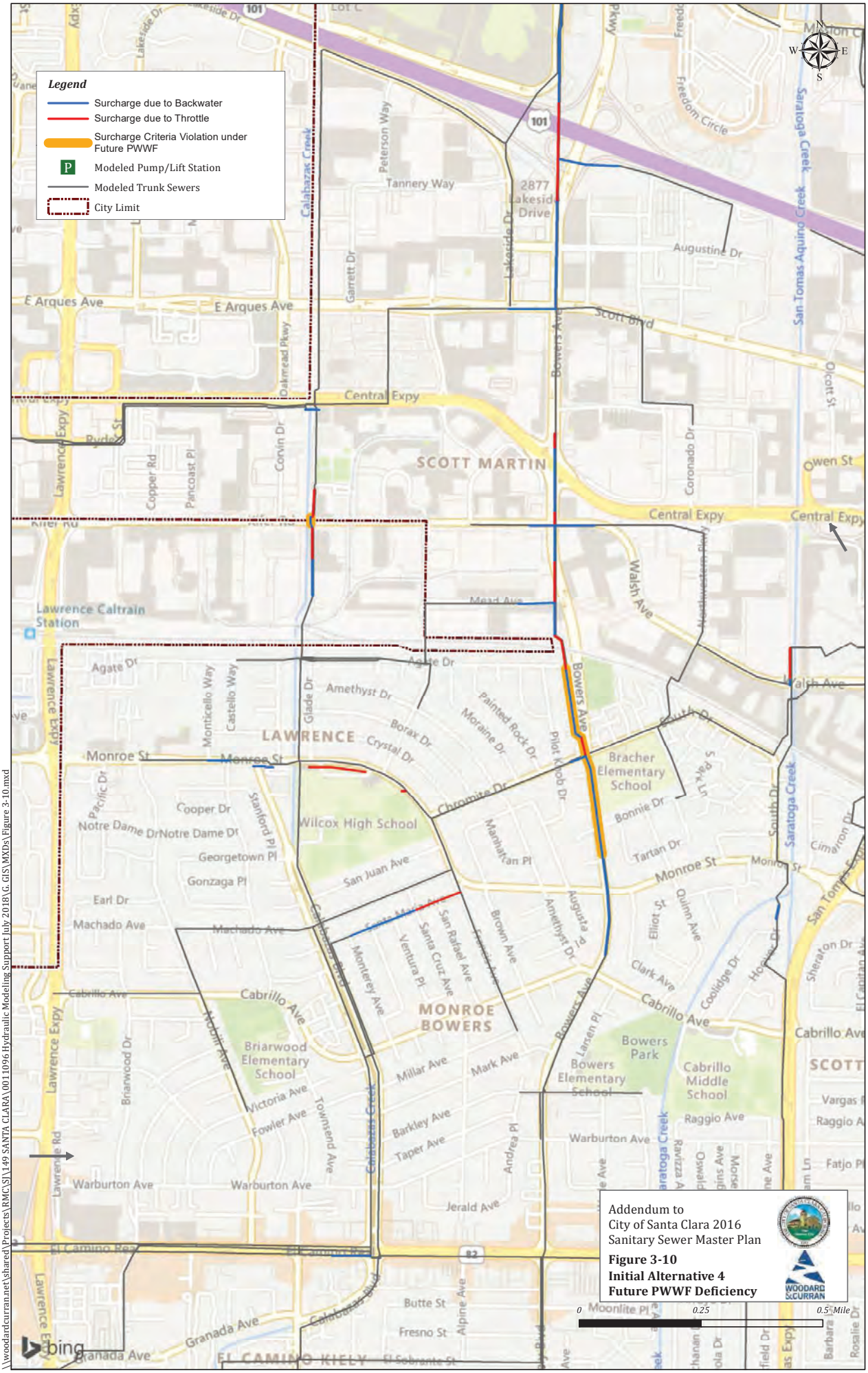
Sources: BING Basemap

Date Saved: 6/1/2022



\\woodardcurran.net\shared\Projects\RMC\SJ\149 SANTA CLARA\0011096 Hydraulic Modeling Support July 2018\G. GIS\MXDs\Figure 3-10.mxd

New 18-in parallel pipe
30-in
(27-in)
15-in
(10-in)
LAWRENCE
WARBURTON
GRAHAM
Wilcox High School
Bracher Park
Machado Park
Bracher Elementary School
Briarwood Elementary School
Bowers Elementary School
Bowers Park
Cabrillo Middle School
Kifer Rd
Cabrillo Ave
Monroe St
Bowers Ave
Kearney Ave
Warburton Ave
Agate Dr
Amethyst Dr
Borax Dr
Crystal Dr
Pebble Beach Dr
Painted Rock Dr
Moraine Dr
Tapper Ave
Mark Ave
Millar Ave
Addison Pl
Brown Ave
Santa Cruz Ave
Monterey Ave
Fowler Ave
Townsend Ave
Jerald Ave
Andrea Pl
Jeffery Ct
Legend
Modeled Sewer Manhole
Modeled Sewer
Proposed Capacity Improvement Project
36-in
(24-in)
Req'd Diameter (Ex. Diameter)
Warburton Alternate Diversion Alignment
Barkley Alternate Diversion Alignment
Addendum to
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Figure 3-11
Alternative 4 Sewer Capacity Improvement
WOODARD &CURRAN
0
500
1,000
2,000 Feet
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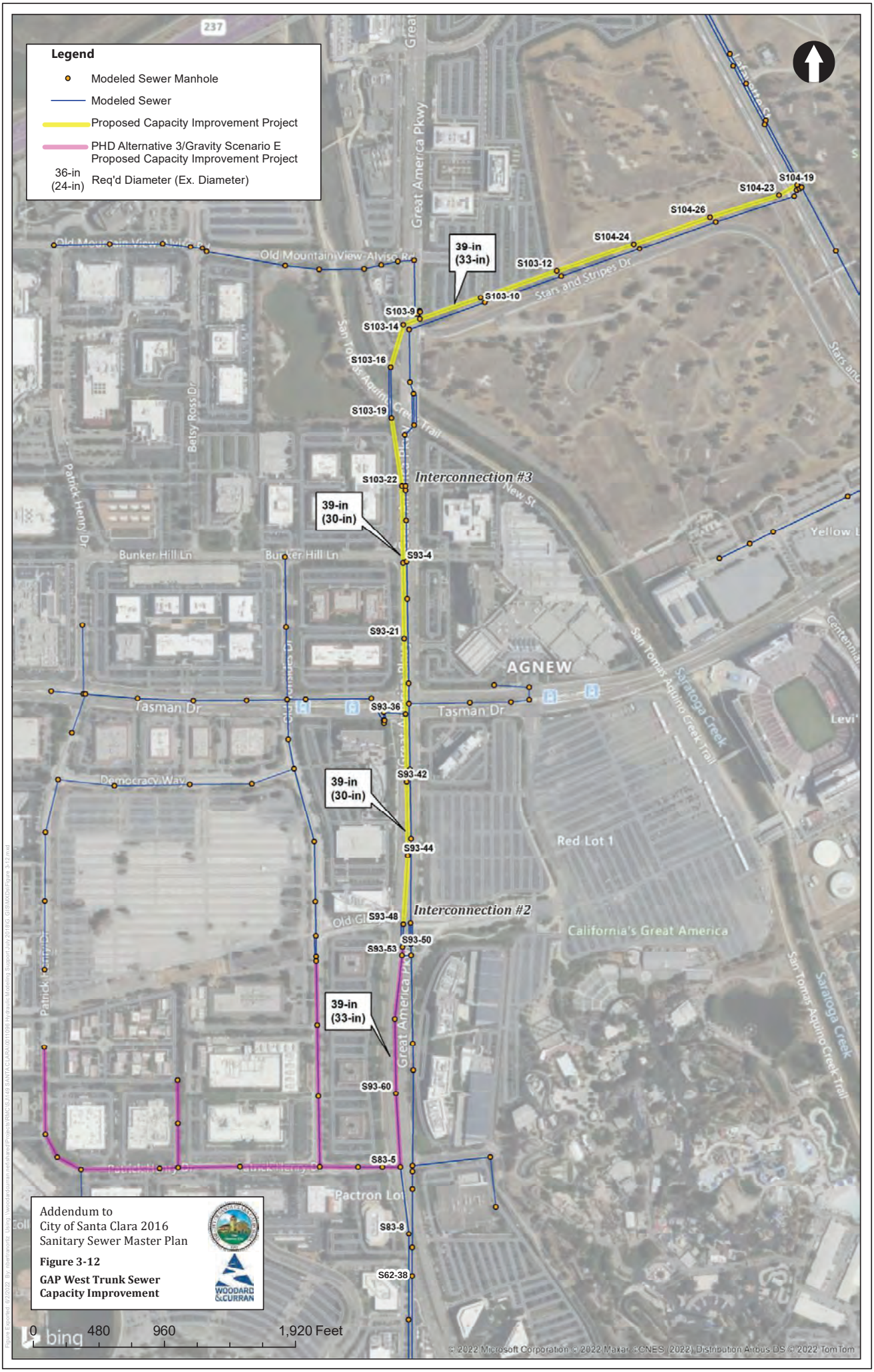
Great America Parkway (GAP) West Trunk

Except for Alternative 2, all remaining Calabazas Creek trunk alternatives include predicted deficiencies along the GAP West Trunk. The deficiencies are due to a combination of increased flows in the trunk due to recent large development proposals as well as the effect of the proposed lining along certain segments of the West trunk. It should be noted that the GAP west trunk was shown to experience throttle and backwater surcharge conditions (although not deficient) prior to modeling the proposed GAP lining project (as shown on Figure 4-3 of the 2016 Master Plan Update). Profile views of the GAP West and East trunks assuming the Calabazas Creek trunk Alternative 1 is constructed are shown in Figure C-18 and C-19, respectively. As shown on the profiles, the GAP West trunk would mostly be surcharged due to throttle conditions from manhole S93-48 to S104-24. The GAP East trunk would also show throttle surcharge along similar segments from manhole S93-49 to S103-11. However, unlike in the GAP West trunk, the surcharge in the East trunk would not exceed the City's deficiency criteria. It should be noted that the GAP East trunk is larger (39- and 42-inch) than the GAP West trunk (30- and 33-inch). In addition, the GAP East trunk invert elevations are slightly higher than the GAP West trunk. As a result, the GAP West trunk will always experience higher surcharge levels than the GAP East trunk downstream of Interconnection #2.

The proposed GAP West trunk improvements would be in addition to those proposed as part of the PHD Alternative 3/Gravity Scenario E project (as detailed in the PHD Evaluation of Capacity Improvement Project Alternatives TM included in Appendix A). The proposed improvements would include upsizing approximately 5,690 LF of 30-in (29.2-in if CIPP lined) and 33-in (31.9-in if CIPP lined) sewer to a 39-inch sewer. A plan view of the proposed GAP West Trunk project in shown in Figure 3-12. Figure C-20 (in Appendix C) shows a profile view of the upsized 39-inch GAP West trunk. Since the GAP trunk are interconnected, improvements in the GAP West trunk will also affect the hydraulic conditions in the GAP East trunk. Figure C-21 shows a profile of the GAP East trunk. Lowering the hydraulic grade line in the West trunk also lowers it in the East trunk and as a result, the trunk gains some additional capacity (new d/D downstream of Interconnection #2 ranges from 0.73 to 0.94). Lowering the hydraulic grade line in the West Trunk also has the benefit of lowering the level of surcharge in the PHD Alternative 3/Gravity Scenario E improvements along PHD and Old Ironside Drive. There is still backwater surcharge in these sewers. However, the maximum surcharge level (at the connecting manhole S83-5 with the GAP West Trunk) is 0.8 feet (below the 1 foot above pipe crown deficiency criteria). Profiles of the GAP West trunk improvements and the GAP East trunk assuming the Calabazas Creek trunk Alternative 4 is constructed are shown in Figures C-22 and C-23, respectively.


Legend
Modeled Sewer Manhole
Modeled Sewer
Proposed Capacity Improvement Project
PHD Alternative 3/Gravity Scenario E Proposed Capacity Improvement Project
36-in (24-in) Req'd Diameter (Ex. Diameter)
39-in (33-in)
39-in (30-in)
39-in (30-in)
39-in (33-in)
Interconnection #3
Interconnection #2
S104-19
S104-23
S104-26
S104-24
S103-12
S103-10
S103-9
S103-14
S103-16
S103-19
S103-22
S93-4
S93-21
S93-36
S93-42
S93-44
S93-48
S93-50
S93-53
S93-60
S83-5
S83-8
S62-38
Great America Pkwy
Old Mountain View-Alviso Rd
Stars and Stripes Dr
San Tomas Aquino Creek Trail
Betsy Ross Dr
Patrick Henry Dr
Bunker Hill Ln
New St
AGNEW
Tasman Dr
Democracy Way
Red Lot 1
California's Great America
Saratoga Creek
Saratoga Creek Trail
Pactron Lot
Addendum to
City of Santa Clara 2016
Sanitary Sewer Master Plan
Figure 3-12
GAP West Trunk Sewer
Capacity Improvement
0 480 960 1,920 Feet
bing
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3.3 Alternatives for Further Analysis

Of the four alternatives analyzed, Alternatives 1, 2, and 4 were selected for further analysis. The three alternatives would address the Calabazas Creek trunk deficiency while adhering to the City's approach to future collection system capacity. Alternative 2 would divert flow away from the Calabazas Creek trunk, thereby maximizing use of existing system capacity by utilizing capacity in the Machado Avenue, Chromite Drive, and Walsh Avenue trunks (although these other trunks might otherwise be used/needed in the future for as-yet-unidentified future development). Alternative 4 would also divert flow away from the Calabazas Creek trunk, although it would require significant improvements along the ECR and Bowers Avenue trunks. This alternative would become more viable should the proposed capacity improvements coincide with the need for rehabilitation due to pipe condition, especially along the Bowers Avenue trunk. Alternative 1 would upsize the Calabazas Creek trunk and maintain capacity in these other trunks, thereby retaining flexibility to convey additional future flows.

Alternative 2 would be a much smaller construction project and would give the City time to implement capacity improvements in the future. However, Alternative 1 would better retain the capacity in the other trunks for additional future flows. Alternative 4 would be a significant capital investment, and construction would need to occur along busy thoroughfares (ECR and Bowers Avenue) (although the sub-alternatives described previously could eliminate the need for construction along ECR). However, as noted above, Alternative 4 may be more viable should the Bowers Avenue trunk sewer require rehabilitation (due to pipe condition and/or age) and it would add capacity to one of the City's major North-to-South trunks.

The recommended solution will be reviewed and refined as part of the City's upcoming Master Plan Update. The Master Plan Update will reflect updated existing and future loads including updates to future flows of parcels with entitlement requirements (e.g., Agilent property), CuSD flows, and updates to the CMC Basin I/I estimate, which could impact results of Alternative 2 (by modifying predicted PWWF in the Chromite Drive/Machado Avenue trunks).

For the purposes of consolidating these three alternatives into the City's overall list of capacity improvement projects, Alternative 1 was renamed to project P7 (Calabazas Creek Trunk Upsize), Alternative 2 was renamed to project P7-Alt 1 (Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive), and Alternative 4 was renamed to project P7-Alt 2 (Diversion to El Camino Real and Bowers Avenue). The GAP West Trunk improvements were named project P8 (Great America Parkway West Trunk Improvements).

3.3.1 Cost Estimates

Planning level cost estimates were developed for the selected capacity improvement project alternatives and GAP West Trunk Improvements. The costs are conceptual level estimates, considered to have an estimated accuracy range of -30 to +50 percent, suitable for use for budget forecasting, capital improvement program development, and project evaluations, with the understanding that refinements to project details and costs would be necessary as projects proceed to design and construction. Material and labor price fluctuations are likely to affect project cost at the time of scheduled construction.

The cost index used for escalation of past bid prices is the Engineering News Records Construction Cost Index (ENR CCI) for the San Francisco area as of April 2022 (ENR CCI of 15104). It should be noted there have been recent significant increases in the ENR CCI due to recent inflation.

Cost criteria include baseline construction costs for gravity trunk sewers using pipe open-cut construction. Unit costs for gravity trunk sewers vary with pipe diameter and depth. Baseline costs include all standard materials, equipment, and labor to construct a pipeline project, except for site-specific items (e.g., possible dewatering and shoring needs).

Allowances of 10 percent of baseline construction costs were provided for remove and replace factor, traffic control, and bypass pumping (as needed). Traffic control for construction along major roadways has an allowance of 20 percent of baseline construction costs. The total construction cost for each project also includes an allowance for mobilization/ demobilization (5 percent of subtotal), plus an additional allowance for contingencies and unknown conditions (30 percent of construction cost subtotal). Additional cost items include an allowance for engineering, administration, and legal of 25 percent.

At the City's request, the estimated capital improvement costs for all other capacity improvement projects (as presented in the 2016 Master Plan) were updated to the April 2022 ENR CCI.

Table 3-1 presents the planning-level cost estimate for the selected alternatives, GAP West Trunk Improvements, as well as the updated costs of the 2016 Master Plan capacity improvement projects. The itemized cost estimate for each project is detailed in the individual project information sheets included in Appendix D. Note that all costs presented in this Master Plan Addendum represent April 2022 costs for the San Francisco Area and are not escalated for future years. The costs for the GAP West Trunk Improvements do not include the improvements associated with the PHD Alternative 3/Gravity Scenario E project.

Table 3-1: Updated Capacity Improvement Projects Planning-Level Cost Estimates

Project ID	Priority	Project Name	U/S MHID	D/S MHID	Description	Est. Capital Improvement Cost[1]
P1	1	Westside Lift Station Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	Project Complete
P2	2	Tasman Lift Station Adjustment	N/A	N/A	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	Project Complete
P3	2	Cabrillo Avenue Sewer Improvement	S41-13	S41-20	Upsize 1,600 feet of 8-inch line in Cabrillo Ave. between Lawrence Expressway and Nobili Ave. to a 12-inch line.	$2,390,000
P4	3	Tasman Drive Sewer Improvement	S93-24	S93-35	Upsize 600 feet of 12-inch line in Tasman Dr. between Old Ironsides Dr. and Great America Pkwy. to a 15-inch line.	$832,000
P5	4	Sewer Diversion at Los Padres Boulevard and Saratoga Avenue	S25-85	S25-85	Install a weir in manhole S25-85 located in the intersection of Padres Blvd. and Saratoga Ave. to divert flow northwest to the existing 12-in line in Los Padres Blvd.	$94,000
P6	4	Sewer Diversion at Calabazas Boulevard and Machado Avenue	U/S of S52-93	S52-120	Install a new manhole upstream of S52-93 in the intersection of Calabazas Blvd. and Machado Ave., and install a new 15-inch high-level diversion line (approximately 200 feet) to divert excess flow from the existing 24-inch line in Calabazas Blvd. to the 21-inch line in Machado Ave. The diversion line should be about 6 inches higher than the invert of the 24-inch line.	Project Replaced by P7-Alt 1
P6-Alt.	4	Calabazas Creek Sewer Improvement	S62-31	S72-20	Upsize 1,800 feet of 24-inch line next to Calabazas Creek between Kifer Rd. and Scott Blvd. to a 27-inch line.	Project Complete
P7		Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer Under the Existing 27-Inch Storm Drain	S62-37	S72-12	Upsize 2,400 feet of CIPP lined 22.8-inch sewer, 24, 27, and 30-inch sewer next to Calabazas Creek between Kifer Road and downstream of Scott Boulevard to a 27, and 36-inch sewer. Install approximately 20 feet of 18-inch sewer between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$4,170,000
P7-Alt 1		Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive	U/S of S52-93	S52-119	Install a new manhole upstream of existing manhole S52-93 at the intersection of Calabazas Boulevard and Machado Avenue. Install a weir or high-level diversion sewer (approximately 120 feet) to divert excess flow from the existing 24-inch Calabazas Creek trunk to the 21-inch Machado Avenue trunk. The diversion line should be approximately 9 inches higher than the invert of the 24-inch trunk.	$315,000

Project ID	Priority	Project Name	U/S MHID	D/S MHID	Description	Est. Capital Improvement Cost[1]
P7-Alt 2		Diversion to El Camino Real (ECR) and Bowers Avenue	S32-102 S53-34	S33-5 S63-20	Upsize 1,800 feet of 10-inch line along ECR between Calabazas Boulevard and Bowers Avenue to a 15-inch. Upsize 2,600 feet of 27-inch along Bowers Avenue between Chromite Drive and Kifer Road to a 30-inch. Install approximately 20 feet of 18-inch sewer on the Calabazas Creek Trunk between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$7,008,000
P8[2]		Great America Parkway West Trunk Improvements	S93-48	S104-19	Upsize 5,700 feet of 30-inch line along Great America Parkway between Old Glory Lane and Lafayette Street to a 39-inch. Improvements exclude the existing siphons.	$12,993,000
					Estimated Total Cost for Projects P3, P4, P5, P7 and P8:	$20,479,000
					Estimated Total Cost for Projects P3, P4, P5, P7-Alt 1 and P8:	$16,624,000
					Estimated Total Cost for Projects P3, P4, P5, P7-Alt 2 and P8:	$23,317,000
E1[3]	N/A	Tracy Drive Sewer Improvement	S10-77	S22-51	Upsize approximately 6,600 feet of 10- to 12-inch line in Tracy Dr. and Pomeroy Ave. to a 15-inch line; install a new 15-inch line between manholes S22-55 and S22-46 in Pomeroy Ave. and Homestead Rd. (approximately 50 feet) to divert flow into Homestead Rd. and upsize approximately 1,400 feet of 18-inch line downstream to a 21-inch.	$10,693,000
					Estimated Total Cost for All Projects (assuming P7):	$31,172,000
					Estimated Total Cost for All Projects (assuming P7-Alt 1):	$27,317,000
					Estimated Total Cost for All Projects (assuming P7-Alt 2):	$34,010,000

1. All costs are presented in 2022 dollars and include 30 percent allowance for contingencies for unknown conditions and 25 percent for engineering, administration, and legal costs.
2. Project P8 costs do not include improvements associated with the PHD Alternative 3/Gravity Scenario E project.
3. Project E1 addresses the potential capacity deficiency when parcel APN 316-17-018 begins to discharge its entitled flow of 0.95 mgd into the City's system.

Appendix A

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CITY OF SANTA CLARA
SANITARY SEWER IMPROVEMENT PROJECT
SCOTT BOULEVARD TO KIFER ROAD
TOTAL PROJECT LENGTH APPROXIMATELY 0.4 MILES
SANTA CLARA COUNTY, CALIFORNIA

RECORD DRAWINGS
PROJECT NO. EP 16746
DATE ACCEPTED 06/22/2020
INSPECTOR Allen Nichols
REVISIONS BY Prestone Pipeline DATE 06/22/2020

9/6/19
PATRICK CHAN No. C 83188 CIVIL STATE OF CALIFORNIA

BKF Engineers | Surveyors | Planners
1730 N. FIRST STREET
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

ABBREVIATIONS

SYMBOL	DESCRIPTION
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ADA	AMERICAN DISABILITY ACT
AE	ACCESS EASEMENT
APPROX	APPROXIMATE
AVE	AVENUE
BC	BEGINNING OF CURVE
BLDG	BUILDING
BW	BACK OF WALK
CB	CATCH BASIN
CD	CONSTRUCTION DOCUMENT
C&G	CURB AND GUTTER
CL,C/L	CENTERLINE
CONC,.CC	CONCRETE
CSCSD	CITY OF SANTA CLARA STANDARD DETAILS
DCV	DETECTOR CHECK VALVE
DIA	DIAMETER
DW	DOMESTIC WATER
D/W,DWY	DRIVEWAY
EB	ELECTICAL BOX
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EG	EXISTING GRADE
EL,ELEV.	ELEVATION
EP	EDGE OF PAVEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX.,EXIST.,(E)	EXISTING
(F)	FUTURE
FC,F/C	FACE OF CURB
FF	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE OR GRADE BREAK
GC	GUIDE CURB
FL	FLOW LINE
FP	FINISHED PAVEMENT
FW	FIRE PROTECTION WATER
FS	FIRE SERVICE
FS	FINISHED SURFACE
FT	FEET
GR	GRATE
GRD,GRND	GROUND
HORIZ.,H	HORIZONTAL
HP	HIGH POINT
IMPROV.	IMPROVEMENTS
INV	INVERT
IRR	IRRIGATION
JP	JOINT POLE
JT	JOINT TRENCH
L	LENGTH
LT	LEFT
LF	LINEAR FEET
LG	LIP OF GUTTER

SYMBOL	DESCRIPTION
MA	MATCH
MAX	MAXIMUM
MIN	MINIMUM
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
PAE	PRIVATE ACCESS EASEMENT
PL, P/L	PROPERTY LINE
PM	PARCEL MAP
POC	POINT ON CURVE
PRC	POINT OF REVERSE CURVE
PR,PROP	PROPOSED
PSDE	PRIVATE STORM DRAIN EASEMENT
PT	POINT
PUE	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
RIM	RIM ELEVATION
R/W	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDCI	STORM DRAIN CURB INLET
SDDI	STORM DRAIN DROP INLET
SDE	PUBLIC STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SIC	SIGNAL INTERCONNECT CONDUIT
SL	STREET LIGHT
SS	SANITARY SEWER
SSCO	SANITARY SEWER LATERAL CLEANOUT
SSE	SANITARY SEWER EASEMENT
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
SVP	SILICON VALLEY POWER
SW	SIDEWALK
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
TC	TOP OF CURB
TEMP	TEMPORARY
TF	TOP OF FOOTING
TG	TOP OF GRATE
THRU	THROUGH
TP	TOP OF PAVEMENT
TS	TOP OF SLOPE
TW	TOP OF WALL
TYP.	TYPICAL
VTA	SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
W,WL	WATERLINE
WLE	WATER LINE EASEMENT
WM	WATER METER
WS	WATER SERVICE
WV	WATER VALVE

BENCHMARK

CITY OF SANTA CLARA BENCHMARK #L-1 ELEV. = 49.46' (NAVD 88-2011 CITY DATUM) FOUND AT WALSH AVE & CALABAZAS CREEK, TOP OF SCVWD BRASS DISK (BM 444), IN SIDEWALK AT NE CORNER OF BRIDGE.

SCVWD BRASS DISK, BM 882 ELEV = 6.00' (NAVD 88) FOUND ON THE TOP NW HEADWALL OF CALABAZAS CREEK AT ARQUES AVE

SHEET INDEX

SHT	DWG NO.	SHEET NAME
CIVIL PLANS		
1	C1.0	TITLE SHEET
2	C1.1	GENERAL NOTES
3-4	C2.0-2.1	PLAN AND PROFILE
5	C2.2	SIPHON MODIFICATION
6	C3.0	ENLARGED VIEW
7	C3.1	PROJECT AND CITY DETAILS
8	C3.2	COUNTY DETAILS

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH THE CITY'S SOLID WASTE AND RECYCLING ORDINANCE.
2. CONTRACTOR SHALL COMPLY WITH THE CITY'S CONSTRUCTION & DEMOLITION DEBRIS RECYCLING MODEL ORDINANCE.
3. WORKING HOURS FOR SCOTT BOULEVARD: 9:00 PM-5:00 AM EXCLUDING HOLIDAYS. MUST MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION.
4. WORKING HOURS FOR CENTRAL EXPRESSWAY: 9:00 PM-5:00 AM EXCLUDING HOLIDAYS. MUST MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION.

PROJECT CONTACTS

CIVIL ENGINEER/SURVEYOR: BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
CONTACT: PATRICK CHAN
PHONE: (408) 467-9100

WATER/SEWER SERVICE: SANTA CLARA WATER & SEWER UTILITIES
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050
PHONE: (408) 615-2000

CITY APPROVAL

APPROVED:

MICHAEL JACK LIW
ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
CITY OF SANTA CLARA

PUBLIC WORKS DEPARTMENT — DATE 9/6/19

REVIEWED:

LAND AND PROPERTY DEVELOPMENT DIVISION — DATE 9/6/19

ELECTRIC DEPARTMENT — DATE 9/5/19

STREET MAINTENANCE & AUTOMOTIVE SERVICES DIVISION — DATE 9/5/19

TRAFFIC ENGINEERING DIVISION — DATE 9/5/19

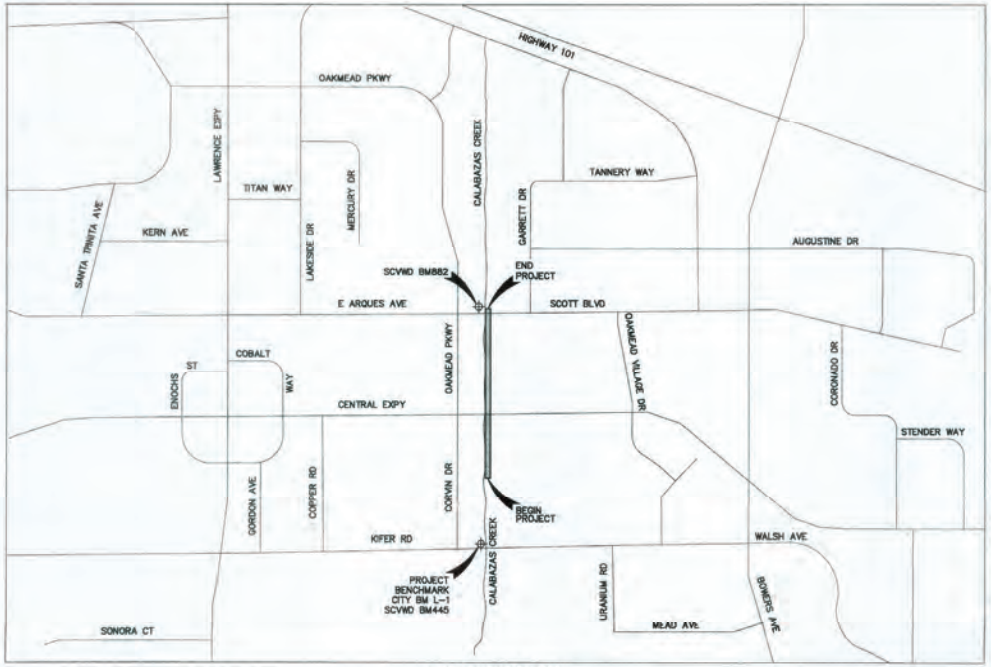
WATER AND SEWER UTILITIES DEPARTMENT — DATE 09/05/19

NOTE:
THIS APPROVAL DOES NOT MEAN THE CITY ENGINEER NOR THE CITY CAN ACCEPT ANY PART OR PARTS OF THE WORK DONE UNDER OR IN CONJUNCTION WITH THESE PLANS THAT HAVE NOT BEEN PROPERLY INDICATED.

UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

LEGEND

	PROPOSED	EXISTING
PROPERTY LINE		
CENTERLINE LINE		
CONTOUR LINE		28
STORM DRAIN MAIN		
SANITARY SEWER MAIN	8" SS	
WATER MAIN		
JOINT TRENCH		
FIBER OPTIC		
SANITARY SEWER MANHOLE PER DETAIL DS-1, SHEET C3.1	⊙	
STORM DRAIN MANHOLE		
PROTECT TREE	⊙	
REMOVE TREE	×	
REMOVE EXISTING UTILITIES		
UNDERGROUND ELECTRICAL DUCT BANK		



LOCATION MAP
NTS

CITY OF SANTA CLARA, CA ENGINEERING DEPARTMENT
APPROVED
FOR ISSUANCE OF
ENCROACHMENT PERMIT
Number 16746
By
Date 9/6/19

AS-BUILTS for the CALABAZAS CREEK SEWER UPGRADE PROJECT submitted by PRESTON PIPELINES - 06.19.20

ENGINEER'S STATEMENT

THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

PATRICK CHAN
R.C.E. 83188
BKF ENGINEERS

PATRICK CHAN C 83188 CIVIL STATE OF CALIFORNIA — 9/6/2019 DATE

811 Know what's below. Call before you dig.

Record Drawings

CSC TRACING NO. 12,175-D

SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
TITLE SHEET
CITY OF SANTA CLARA — SANTA CLARA COUNTY — STATE OF CALIFORNIA

City Approval	Date	No.	Revisions

Date: 08/24/19
Scale: AS SHOWN
Design: PT
Drawn: JH
Approved: PC
Job No: 20180113-00

Drawing Number: C1.0
1 OF 8

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BKF NOTES

I. GENERAL NOTES

1. ARRANGE FOR REQUIRED INSPECTIONS BY CITY ENGINEER. NO DELAY OF WORK CLAIM WILL BE ALLOWED DUE TO CONTRACTOR'S FAILURE TO ARRANGE FOR REQUIRED CITY INSPECTIONS IN ADVANCE. PROVIDE NOTICE TO CITY ENGINEER A MINIMUM OF 2 WORKING DAYS IN ADVANCE OF REQUIRED INSPECTIONS.
2. REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY ENGINEER, WHO WILL OBTAIN APPROVAL FROM CITY ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED ITEMS. REVISIONS SHALL BE ACCURATELY SHOWN ON REVISED PLANS, WHICH SHALL BE REVIEWED AND APPROVED BY THE ENGINEER AND CITY ENGINEER PRIOR TO INSTALLATION OF THE IMPROVEMENTS.
3. REPLACE OR REPAIR EXISTING UTILITIES,IMPROVEMENTS OR FEATURES DAMAGED, REMOVED OR DISTURBED BY CONSTRUCTION TO THEIR ORIGINAL CONDITION, WHETHER SHOWN ON PLANS OR NOT.
4. REPLACE STREET MONUMENTS, LOT CORNERS PIPES AND OTHER PERMANENT MONUMENTS DISTURBED DURING CONSTRUCTION. MONUMENTS SHALL BE SET BY A SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, SEE CITY'S GENERAL NOTES NO. 11 FOR CORNER RECORD REQUIREMENTS.
5. PREPARE VEHICULAR TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM CITY ENGINEER BEFORE COMMENCING WORK. PROVIDE FLAG MEN, CONES, BARRICADES AND OTHER TRAFFIC CONTROL MEASURES NECESSARY TO PROVIDE SAFE LANE CLOSURE IN CONFORMANCE WITH CALTRAN STANDARDS AND AS APPROVED BY CITY ENGINEER.
6. PEDESTRIAN TRAFFIC CONTROL TO BE PROVIDED WHEN EXISTING SIDEWALKS CANNOT BE MAINTAINED DURING CONSTRUCTION.
7. DO NOT LEAVE TRENCHES OPEN OVERNIGHT IN EXISTING STREET AREAS. BACKFILL OR COVER OPEN TRENCHES AT THE END OF WORK EVERY WORK DAY.
8. IMPLEMENT CONSTRUCTION DUST CONTROL MEASURES TO REDUCE PARTICULATE GENERATION TO A LESS THAN SIGNIFICANT LEVEL. PROVIDE DUST CONTROL IN CONFORMANCE WITH BAY AREA AIR QUALITY MANAGEMENT DISTRICT MINIMUM REQUIREMENTS. IMPLEMENT THE FOLLOWING CONSTRUCTION PRACTICES EXCEPT WHEN IT IS RAINING.
   A. WATER ACTIVE EXTERIOR SOIL AREAS AT LEAST TWICE A DAY.
   B. COVER TRUCKS HAULING SOIL, SAND AND OTHER LOOSE MATERIAL OR PROVIDE 2 FEET OF FREEBOARD.
   C. PAVE, APPLY WATER THREE TIMES DAILY OR APPLY NON-TOXIC SOIL STABILIZER ON UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS.
   D. SWEEP PAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS DAILY.
   E. APPLY HYDROSEED OR NON-TOXIC SOIL STABILIZER TO INACTIVE CONSTRUCTION AREAS.
   F. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY NON-TOXIC SOIL STABILIZER TO EXPOSED SOIL STOCKPILES.
   G. INSTALL SANDBAGS AND OTHER EROSION CONTROL MEASURES TO PREVENT SILT RUNOFF TO PUBLIC ROADWAYS.
   H. REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
9. KEEP STREETS CLEAN OF DIRT, MUD AND OTHER CONSTRUCTION DEBRIS. CLEAN AND SWEEP STREETS ON A DAILY BASIS DURING THE WORK WEEK.
10. SHOULD IT APPEAR THAT THE WORK IS NOT SUFFICIENTLY DETAILED OR SPECIFIED IN CONSTRUCTION DOCUMENTS, NOTIFY ENGINEER AND OBTAIN CLARIFICATION BEFORE PROCEEDING WITH WORK IN QUESTION.
11. CONSTRUCTION STAKING SHALL BE DONE BY A CIVIL ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA.
12. IF BKF ENGINEERS IS RETAINED TO PROVIDE CONSTRUCTION STAKING SERVICES, CONTRACTOR WILL BE PROVIDED WITH ONE SET OF SURVEY STAKES FOR LAYOUT PURPOSES. PRESERVE AND PROTECT THESE STAKES UNTIL THEY ARE NO LONGER NEEDED. RESTAKING SHALL BE AT CONTRACTOR'S EXPENSE.
13. MATCH EXISTING PAVEMENT, CURB AND GUTTER, SIDEWALK, ADJACENT LANDSCAPE AND OTHER IMPROVEMENTS WITH SMOOTH TRANSITION TO AVOID ABRUPT OR APPARENT CHANGES IN GRADES, CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
14. VISIT SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND OVERALL PROJECT REQUIREMENT PRIOR TO BIDDING PROJECT.
15. PROTECT ADJOINING PREMISES, TREES, LANDSCAPING, UTILITIES, SIDEWALKS, STREETS AND OTHER FEATURES FROM DAMAGE BY CONTRACTOR'S OPERATIONS. REPAIR, REPLACE OR CLEAN ADJOINING PREMISES, TREES, LANDSCAPING, UTILITIES, SIDEWALKS, STREETS AND OTHER FEATURES TO SATISFACTION OF OWNER.
16. COMPLY WITH REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION (SWPPP) FOR THE SITE. MAINTAIN AND MANAGE CONSTRUCTION MATERIALS, EQUIPMENT AND VEHICLES AT THE CONSTRUCTION SITE IN ACCORDANCE WITH THE SWPPP.
17. NOTIFY CITY ENGINEER MINIMUM 24 HOURS PRIOR TO STARTING WORK ON ON-SITE DRAINAGE FACILITIES, GRADING, PAVING OR WORK IN THE CITY RIGHT-OF-WAY.
18. UTILITY INFORMATION SHOWN ON THESE PLANS IS BASED ON A FIELD SURVEY OF THE SURFACE UTILITIES, POTHOLE OF UNDERGROUND UTILITIES, AND AVAILABLE EXISTING RECORD INFORMATION PROVIDED BY THE DEVELOPMENT TEAM AND THE CITY OF SANTA CLARA. SHOULD FIELD CONDITIONS DIFFER FROM WHAT IS SHOWN ON THESE PLANS, CONTACT THE ENGINEER FOR DIRECTION AND CLARIFICATION PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES.

II. EXISTING CONDITIONS

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS IS BASED ON AERIAL PHOTOGRAPHY PERFORMED BY 360 AERIAL SURVEYS DATED AUGUST 2016 AND SUPPLEMENTAL FIELD SURVEY PERFORMED BY BKF ENGINEERS DATED SEPTEMBER 2016. CONDITIONS ENCOUNTERED ON SITE MAY VARY FROM THOSE SHOWN. REVIEW CONSTRUCTION DOCUMENTS AND CONDUCT INVESTIGATIONS TO UNDERSTAND AND VERIFY EXISTING CONDITIONS AT THE SITE.
2. EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES SHOWN ON THESE PLANS WERE TAKEN FROM RECORD INFORMATION KNOWN TO THE ENGINEER AND FIELD SURVEY OF ABOVE GRADE FEATURES. THESE PLANS ARE NOT MEANT TO BE A FULL CATALOG OF EXISTING SUBSURFACE CONDITIONS. CONDUCT FIELD INVESTIGATION TO VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES, WHETHER SHOWN ON PLANS OR NOT, PRIOR TO START OF EXCAVATION. IF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THESE PLANS ARE DISCOVERED, NOTIFY ENGINEER IMMEDIATELY AND REQUEST DISCREPANCY BE RESOLVED.
3. VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AFFECTING UTILITIES. POTHOLE WHERE NEEDED TO VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES.
4. CONTACT USA (UNDERGROUND SERVICES ALERT) AT 1-800-227-2600, AND AFFECTED UTILITY COMPANIES A MINIMUM OF 2 WORKING DAYS PRIOR TO STARTING WORK TO REQUEST UTILITIES BE MARKED.

III. DEMOLITION

1. EXISTING STRUCTURES,UTILITIES, AND OTHER FEATURES ENCOUNTERED DURING WORK SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.

IV. UTILITIES

1. TRENCHING
   A. ALL TRENCHES SHALL BE SHORED OR PROTECTED IN ACCORDANCE WITH OSHA AND OTHER STATE AND FEDERAL SAFETY CODES, REGULATIONS AND ORDINANCES.
   B. MINIMUM 48 HOURS NOTICE SHALL BE REQUIRED FOR ALL CITY INSPECTIONS.
   C. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED, AND SHEATHED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE, AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING, AND SHEATHING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR,AND HE SHALL COMPLETE NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION IS FOR A CONDUIT TRENCH AND/OR THE STRUCTURE IS FIVE (5) FEET OR MORE IN DEPTH,THE CONTRACTOR SHALL PROVIDE SHEATHING,SHORING,AND BRACING IN CONFORMANCE WITH THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS AT ALL TIMES.
2. PIPE MATERIAL
   A. SEWER PIPE SHALL BE HDPE OR POLYVINYL CHLORIDE (PVC) SDR-26 CELL CLASSIFICATION 12454-B CONFORMING TO THE REQUIREMENTS OF ASTM DESIGNATION D3034. CONTRACTOR TO REFER TO THE CITY OF SANTA CLARA SPECIFICATIONS.

V. RECORD DRAWINGS

1. KEEP ACCURATE RECORD OF THE FINAL LOCATION, ELEVATION AND DESCRIPTION OF WORK ON A COPY OF THE FINAL APPROVED CONSTRUCTION DOCUMENTS. NOTE THE LOCATIONS AND ELEVATIONS OF EXISTING IMPROVEMENTS ENCOUNTERED THAT VARY FROM THE LOCATIONS SHOWN ON THE IMPROVEMENT PLANS. PROVIDE A COPY OF RECORD INFORMATION TO THE OWNER AT THE COMPLETION OF THE PROJECT AND WHEN REQUESTED.

VI. STATEMENT OF RESPONSIBILITY

1. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

VII. UNAUTHORIZED CHANGES AND USES

1. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND REQUIRE WRITTEN APPROVAL OF THE CITY ENGINEER AND THE PREPARER OF THESE PLANS.

VIII. DRAWING LANGUAGE

1. NOTES AND CALLOUTS ON DRAWINGS MAY USE IMPERATIVE LANGUAGE. REQUIREMENTS EXPRESSED IMPERATIVELY ARE TO BE PERFORMED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.

SANTA CLARA COUNTY NOTES

STANDARD LANGUAGE FOR ROADWAY 'ROAD OPERATIONS'

1. THERE IS A 5-YR WARRANTY WHEN THE PROJECT IS COMPLETED (REFERENCE TO COUNTY ORDINANCE NS-7039, SECTION B17-36.4). COUNTY'S ROADS OPERATIONS ENGINEERING WILL BE THE ONE TO DETERMINE WHAT CONSTITUTE FAILURE BASED ON ACCEPTABLE INDUSTRY STANDARDS INCLUDING CRACKS AND SEPARATION IN THE MICROSURFACING, SETTLEMENT WHERE THE TRENCH REPAIRS TOOK PLACE, DAMAGED PAVEMENT EDGES ALONG THE TRENCHES ARE CONSIDERED FAILURES.
2. WHEN TRENCHING IS TO OCCUR ON COUNTY MAINTAIN ROADS, TRENCH PLATES ARE TO BE H-20 LOAD RATED, SKID RESISTANT, AND RECESSED FLUSH TO THE EXISTING PAVED SURFACE. CUT-BACK AND/OR COLD MIX WILL NOT BE ALLOWED AS TEMPORARY ROADWAY SURFACE BACKFILL IN TRAVELED WAYS UNLESS PRIOR APPROVAL IS GIVEN.
3. WHEN ANY PAVEMENT RESTORATION AT THIS SITE MUST BE CURB TO CURB/LANE LINE AND MICROSUFACED USING A TYPE II SLURRY MIX PER COUNTY STANDARDS, "111-12-.09 MICROSURFACING, TYPE II". THE MICRO-SURFACING MIXTURE SHALL BE OF THE PROPER CONSISTENCY AT ALL TIMES, SO AS TO PROVIDE THE APPLICATION RATE REQUIRED BY THE SURFACE CONDITION. THE AVERAGE SINGLE APPLICATION RATE, AS MEASURED BY THE COUNTY, SHALL BE 15 LB/SY(+/-1 LB/SY).
4. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING PAVEMENT TO LIKE OR BETTER CONDITION. ANY STRIPING IN COUNTY ROW SHALL BE THERMOPLASTIC AND REPLACED PER EXISTING STRIPING. ALL VERTICAL ASPHALT CUTS MUST BE TACK COATED PRIOR TO ASPHALT PLACEMENT.

STANDARD LANGUAGE FOR SIGNAL & ELECTRICAL OPERATIONS

1. EXISTING COUNTY COMMUNICATION AND ELECTRICAL FACILITIES ARE LOCATED IN THE PROJECT AREA. COMMUNICATION FIBER OPTIC CABLE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE TEMPORARILY RESTORED AND THEN REPLACED IN ACCORDANCE WITH CSS 86.01.06. DAMAGED FIBER OPTIC CABLE SHALL BE REPLACED FOR THE ENTIRE LENGTH BETWEEN EXISTING END-TO-END SPLICES.
2. ANY DAMAGE TO EXISTING ELECTRICAL OR COMMUNICATION SYSTEM SUCH AS LOOP DETECTORS AND FIBER OPTICS SHALL BE TEMPORARILY RESTORED TO FULL OPERATION OR VIA MICROWAVE/VIDEO DETECTION IMMEDIATELY AND REPLACED PRIOR TO PROJECT CLOSURE.
3. ALL DESIGN WITHIN COUNTY'S RIGHT-OF-WAY SHALL COMPLY WITH COUNTY STANDARDS.
4. INFORMATION SHOWN ON AS-BUILT PLANS IS SUBJECT TO CHANGE. FIELD-VERIFY AND UPDATE CONDUCTOR SCHEDULE ACCORDINGLY. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE PERTAINING TO LOOPS/FIBER. CONTRACTOR NEEDS TO REPLACE DETECTION LOOPS WITHIN 24HRS. IF DAMAGED. CONTRACTOR NEEDS TO PROVIDE TEMPORARY VIDEO DETECTION DURING THE CONSTRUCTION PERIOD, AND CALL USA BEFORE DIGGING.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE UTILITY COMPANY, THEIR EMPLOYEES, SUBCONTRACTORS, AND/OR ANY PERSON PERFORMING CONSTRUCTION ACTIVITIES SHALL INSTALL AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPS) ON THE PROJECT SITE AND WITHIN THE SANTA CLARA COUNTY ROAD RIGHT OF WAY THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL THE ESTABLISHMENT OF PERMANENT STABILIZATION AND SEDIMENT CONTROL TO PREVENT THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, CONSTRUCTION MATERIALS, EXCAVATED MATERIALS, WASTE MATERIALS INTO THE SANTA CLARA COUNTY ROAD RIGHT OF WAY, STORM SEWER WATERWAYS, AND ROADWAY INFRASTRUCTURE. BMPS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:
   A. PREVENTION OF POLLUTANTS IN STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE AND THE CONTRACTOR'S MATERIAL AND EQUIPMENT LAYDOWN/STAGING AREAS.
   B. PREVENTION OF TRACKING OF MUD, DIRT AND CONSTRUCTION MATERIALS ONTO PUBLIC ROAD RIGHT OF WAY, AND
   C. PREVENTION OF DISCHARGE OF WATER DURING DRY AND WET WEATHER CONDITIONS ONTO PUBLIC ROAD RIGHT OF WAY.
2. THE UTILITY COMPANY, THEIR EMPLOYEES, SUBCONTRACTORS, AND/OR ANY PERSON PERFORMING CONSTRUCTION ACTIVITIES SHALL ENSURE THAT ALL TEMPORARY CONSTRUCTION FACILITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIALS, DELIVERIES, HAZARDOUS AND NON-HAZARDOUS MATERIAL STORAGE, EQUIPMENT, TOOLS, PORTABLE TOILETS, CONCRETE WASHOUT, GARBAGE CONTAINERS, LAYDOWN YARDS, SECONDARY CONTAINMENT AREAS, ETC. ARE LOCATED OUTSIDE THE SANTA CLARA COUNTY ROAD RIGHT OF WAY.

PERMANENT MONUMENTS/MONUMENT PRESERVATION:

THE LANDOWNER, CONTRACTOR AND/OR ANY PERSON PERFORMING CONSTRUCTION ACTIVITIES THAT WILL OR MAY DISTURB AN EXISTING MONUMENT, CORNER STAKE, OR ANY OTHER PERMANENT SURVEYED MONUMENT SHALL CAUSE TO HAVE A LICENSED LAND SURVEYOR OR CIVIL ENGINEER, AUTHORIZED TO PRACTICE SURVEYING, ENSURE THAT A CORNER RECORD AND/OR RECORD OF SURVEY ARE FILED WITH THE COUNTY SURVEYOR'S OFFICE PRIOR TO DISTURBING SAID MONUMENTS AND RESET PERMANENT MONUMENT(S) IN THE SURFACE OF THE NEW CONSTRUCTION OR SET A WITNESS MONUMENT(S) TO PERPETUATE THE LOCATION IF ANY PERMANENT MONUMENT COULD BE DESTROYED, DAMAGED, COVERED, DISTURBED, OR OTHERWISE OBLITERATED. THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER SHALL FILE A CORNER RECORD OR RECORD OF SURVEY WITH COUNTY SURVEYOR PRIOR TO FINAL CLOSE-OUT OF THE ENCROACHMENT PERMIT BY THE ROADS & AIRPORTS INSPECTOR.

IMPROVEMENT PLAN CONSTRUCTION NOTES:

ALL WORK IN THE COUNTY ROAD RIGHT OF WAY REQUIRES AN ENCROACHMENT PERMIT FROM THE ROADS AND AIRPORTS DEPARTMENT. EACH INDIVIDUAL ACTIVITY REQUIRES A SEPARATE PERMIT – I.E. RETAINING WALLS, DRIVEWAY APPROACHES, TEMPORARY CONSTRUCTION ENTRANCES, FENCES, LANDSCAPING, TREE REMOVAL, STORM DRAINAGE IMPROVEMENTS, ALL UTILITY OPERATIONS (RELOCATIONS, REPLACEMENTS, ABANDONMENTS, TEMPORARY FACILITIES, AND/OR NEW FACILITIES FOR CABLE, ELECTRIC, GAS, SEWER, WATER), ETC.

SCVWD NOTES

GENERAL NOTES

1. CONTRACTOR MUST OBTAIN A DISTRICT ENCROACHMENT PERMIT PRIOR TO START OF CONSTRUCTION WITHIN DISTRICT RIGHT OF WAY AND MAINTAIN A COPY OF THE PERMIT ON THE PROJECT SITE AT ALL TIMES.
2. NOTIFY THE DISTRICT'S INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT OF WAY.
3. ANY DAMAGE TO DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
4. UNDERGROUND SERVICE ALERT MUST BE NOTIFIED A MINIMUM OF 2 DAYS PRIOR TO SCHEDULED START OF CONSTRUCTION AT 1-800-227-2600 OR BY CALLING "811."

CSC BYPASSING NOTES

1. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN SANITARY SEWER SERVICE AT ALL TIMES. CONTRACTOR SHALL HAVE ON-SITE AT ALL TIMES 100% REDUNDANCY FOR ITS PUMPING AND STANDBY POWER EQUIPMENT. THE STANDBY PUMP SHALL BE OPERATIONAL AND SHALL BE CONNECTED TO THE BYPASS PIPING TO ALLOW IMMEDIATE STANDBY SERVICE AT ALL TIMES. THE CONTRACTOR IS RESPONSIBLE FOR REGULATORY AGENCY FINES AND/OR PROPERTY DAMAGE COSTS IF SANITARY SEWER OVERFLOWS OR BACKUPS OCCUR.
2. THE PUMPING SYSTEM SHALL BE OF SUFFICIENT CAPACITY TO MANAGE EXISTING PEAK FLOWS PLUS ADDITIONAL FLOW THAT MAY OCCUR DURING A RAINSTORM. THE CONTRACTOR SHALL PROVIDE PERSONNEL TO OBSERVE, FUEL AND MAINTAIN THE BYPASS PUMPING SYSTEM AT ALL TIMES THAT IT IS OPERATING. AN AUDIBLE ALARM SHALL BE PROVIDED TO SIGNAL HIGH LEVEL AT THE BYPASS POINT. A HIGH LEVEL SETTING WILL BE AT A MINIMUM OF SEVEN (7) FEET DEEP AT EACH POINT, UNLESS DIRECTED BY THE CITY OTHERWISE.
3. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 5 WORKING DAYS BEFORE INITIATING AND A MINIMUM OF 1 WORKING DAY PRIOR TO STOPPING ANY SEWER FLOW CONTROL ACTIVITY.
4. DISCHARGING OF SEWAGE; FREE FLOW OF SEWAGE; OR LEAKING OR DRIPPING OF SEWAGE FROM BYPASS EQUIPMENT, HOSES, OR PUMPS INTO PRIVATE PROPERTY, GUTTERS, STREETS, SIDEWALKS, OR INTO STORM DRAINS OR CREEKS IS PROHIBITED. FLUSHING SEWAGE FROM SPILLS OR FROM BYPASS EQUIPMENT LEAKAGE INTO STORM DRAINS, CREEKS, OR SLOUGHS IS PROHIBITED. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGES ASSOCIATED WITH THIS WORK, INCLUDING FINES IMPOSED ON THE CITY FOR SPILLED SEWAGE.

GENERAL NOTES

1. All materials and workmanship shall conform to the City's Standard Details, Standard Specifications, and General Requirements.
2. Contractor shall secure an Encroachment Permit from the City Engineering Department and pay appropriate fee prior to commencement of work. All work within the public right-of-way shall be done under a single Encroachment Permit.
3. It is the Contractor's responsibility to verify the location of all existing utilities with the appropriate utility agencies prior to the commencement of construction. Contractor shall notify all public and private utility owners 48 hours prior to commencement of work adjacent to the utility. Contact Underground Service Alert (USA) at 811 or 800-227-2600.
4. The Contractor shall notify, by circular, all business establishments and residences located in areas affected by the work at least forty-eight (48) hours prior to start of construction. Circular shall be subject to the approval of the City Engineer.
5. Unless otherwise directed by the City Engineer in the field: at each location where new curb/gutter is to be installed on an existing street (driveway installation, driveway abandonment, curb ramp installation, curb face drainage installation, etc.) pavement reconstruction shall be required. An 18-inch wide band of pavement shall be removed and replaced along the entire length of curb/gutter installation. Removal depth (saw cuts required) shall be to the base material on streets with A.C. or P.C.C. pavement four (4) inches or less in thickness. Removal depth shall be two (2) inches minimum on streets with A.C. (grind) and four (4) inches minimum on streets with P.C.C. (saw cut) pavement thickness greater than four (4) inches. Replace with A.C. or P.C.C. (dowels required) to match existing pavement.
6. All sidewalk, curb, and gutter damaged as a result of the project shall be removed and replaced to the nearest score mark or as directed by the City Engineer. Installation of new sidewalk, curb and gutter against existing improvements shall require a sidewalk contact joint (dowels required).
7. Partial replacement of a driveway is not allowed. A driveway that has been cut or damaged must be replaced in its entirety. The new replacement driveway must meet current City Standards which may affect on-site improvements and/or require a sidewalk easement.
8. Slurry seal shall be required on all new street pavement (e.g., trench work, potholes, and street widenings). Slurry seal shall extend twelve inches beyond the limit of pavement reconstruction.
9. All manholes, valve boxes, monument boxes, and other structures in the pavement area shall be adjusted to finish grade before paving final lift.
10. Grade breaks on curbs and sidewalks are to be rounded off on form work and finished surfacing.
11. The Contractor shall be responsible for the preservation and/or perpetuation of existing survey monuments (curb tags, iron pipes, street monuments, etc.) noted on the plans or found during construction per Section 8771 of the California Business and Professions Code. If a survey monument has the potential of being disturbed or within 3 feet of the Work, the monument shall be located, referenced, and a corner record shall be filed with the Santa Clara County Surveyor, and a duplicate of the corner record shall be submitted to the City Engineer prior to the start of construction. Should any survey monument be damaged or destroyed during construction, the contractor shall re-establish said monument per City standard, file a corner record with the Santa Clara County Surveyor, and submit a duplicate of the corner record to the City Engineer prior to final project notice of completion issued by the Department of Public Works. The contractor shall, at his/her expense, hire a licensed professional civil engineer authorized to practice land surveying or land surveyor to perform the work.
12. All surplus and unsuitable material shall be removed from public right-of-way.
13. Contractor shall provide adequate dust control and keep mud and debris off the public right-of-way at all times.
14. All trenches and excavations shall be constructed in strict compliance with the applicable sections of California and Federal O.S.H.A. requirements and other applicable safety ordinances. Contractor shall bear full responsibility for trench shoring design and installation.
15. Existing utilities shown are based upon record information and are approximate in location and depth. The Contractor shall pothole all existing utilities that may be affected by new facilities in this contract, verify actual location and depth, and report potential conflicts to the Engineer prior to excavating for new facilities.
16. Contractor shall perform his construction and operation in a manner, which will not allow harmful pollutants to enter the storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Nonpoint Source Pollution Control Program, to suit the construction site and job condition.
17. Overnight parking of construction equipment in the public right-of-way shall not be permitted, except at location(s) approved by the City Traffic Engineer.
18. All sanitary sewer and/or storm drain mains to be abandoned shall be filled with sand or control density fill (CDF) and plugged at each end with a 6" thick wall of Class "A" P.C.C.
19. Abandonment of sanitary sewer lateral at the property line shall include the complete removal of the Christy Box, all vertical pipes and the 45° Wye. The remaining lateral ends shall be plugged with 6" thick wall of Class "A" P.C.C., ensuring no concrete enters the main. Abandonment of sanitary sewer lateral at the main will occur when lateral connects at a manhole or as determined by the City. Plug the lateral end with 6" thick wall of Class "A" P.C.C., and fill lateral with sand or control density fill (CDF), making a smooth trowel finish on the inside wall of the manhole for manhole connections.
20. Unless otherwise noted, Class 2 A.B. under curb, gutter, and street sections paved with asphalt concrete shall be compacted to 95% relative compaction (minimum).
21. Near completion of the Project, contractor shall replace damaged curb and gutter along Project frontage as directed by the City Engineer.

DRAWN BY:	K. TRAN	APPENDIX A GENERAL NOTES	AP-A
CHECKED BY:	F. AMIN		
APPROVED BY:	G. GOMEZ		
DATE:	MAY 2015	CITY OF SANTA CLARA	PAGE: 83

Record Drawings

CSC TRACING NO. 12,175-D

PATRICK CHAN — No. 19189 — Exp. DEC-31-19 — CIVIL — STATE OF CALIFORNIA — 4/5/19

1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-487-9100
408-487-9199 (FAX)
BKF ENGINEERS | SURVEYORS | PLANNERS

SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
GENERAL NOTES
CITY OF SANTA CLARA — SANTA CLARA COUNTY — STATE OF CALIFORNIA

No.	Revisions	City Approval Date

Date: 09/04/19
Scale: AS SHOWN
Design: PK
Drawn: JH
Approved: PC
Job No: 20181113-30

Drawing Number: C1.1

2 OF 8

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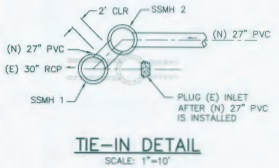


TIE–IN DETAIL
SCALE: 1"=10'

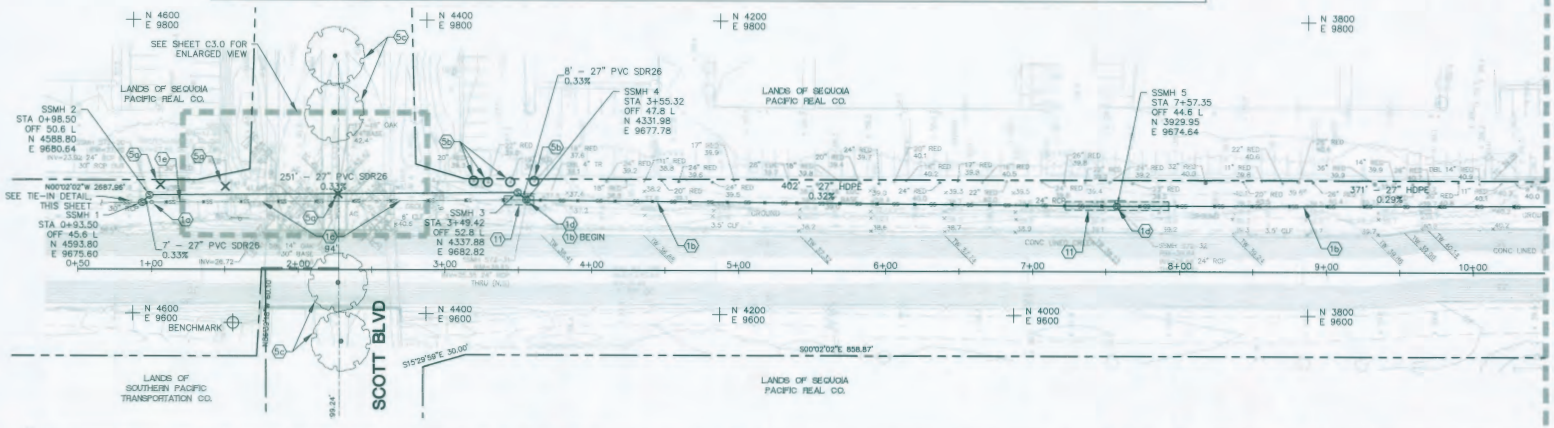
KEYNOTES

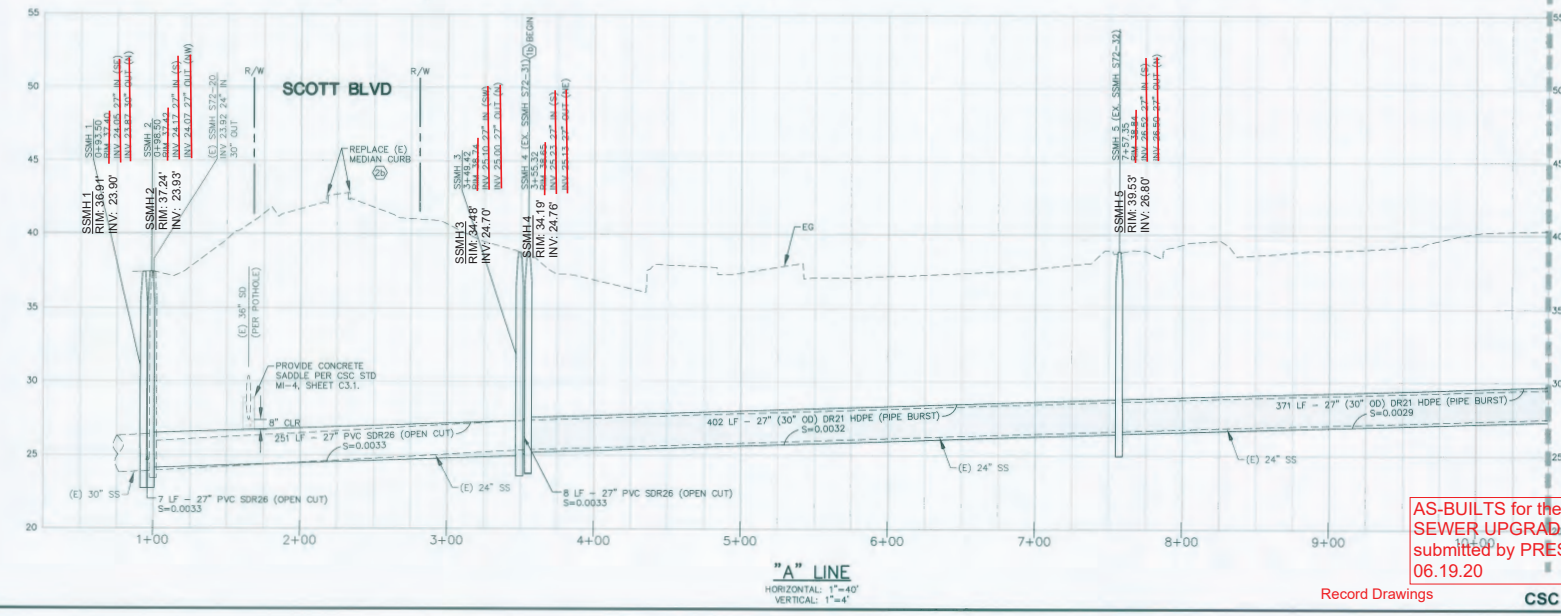
1a REMOVE MANHOLE. IF MANHOLE CANNOT BE REMOVED, OBTAIN APPROVAL FROM CITY ENGINEER TO CAP MANHOLE PER DETAIL 1, SHEET C3.1.
1b PIPE BURST 27" HDPE PIPE THROUGH EXISTING 24" RCP PIPE.
1c ABANDON IN PLACE, BACKFILL PIPE WITH ONE OF THE FOLLOWING:
(a) SAND THAT IS CLEAN, FREE DRAINING, AND FREE FROM ROOTS
(b) CONTROLLED LOW–STRENGTH MATERIAL
(c) SLURRY CEMENT BACKFILL
(d) CAP BOTH ENDS WITH 8" THICK WALL OF CLASS A PCC
1d REMOVE AND REPLACE 48" MANHOLE.
1e REMOVE (E) 24" RCP. IF PIPE CANNOT BE REMOVED AND IT'S NOT CALLED OUT TO BE ABANDONED ON THE PLANS, OBTAIN APPROVAL FROM CITY ENGINEER TO ABANDON IN PLACE.
2a RECONSTRUCT CURB & GUTTER PER CITY DETAIL ST–11 (MOD), SHEET C3.1.
2b RECONSTRUCT CURB PER CALTRANS A1–6.
3 RESTORE PAVEMENT PER CITY DETAIL ST–24, SHEET C3.1.
4 RECONSTRUCT DRIVEWAY PER CITY DETAIL ST–6, SHEET C3.1.
5a REMOVE TREE.
5b PROTECT TREE.
5c INSTALL EIGHT NEW 24" BOX SIZE TREES ON CENTER MEDIAN OF SCOTT BLVD. CONTRACTOR TO COORDINATE WITH CITY ARBORIST, RON JANZING, AT (408) 615–3083 FOR EXACT LOCATIONS.
6 2' WIDE AC DEEPLIFT PER COUNTY DETAIL B–12, SHEET C3.2.
7 TYPE A2–6 CURB & GUTTER PER COUNTY DETAIL B–13, SHEET C3.2.
8 RECONSTRUCT CURB CUT PER COUNTY DETAIL B–8A, SHEET C3.2..
9a 4" WHITE STRIPE PER CALTRANS DETAIL 27B. ALL STRIPING SHALL BE THERMOPLASTIC.
9b 4" YELLOW STRIPE PER CALTRANS DETAIL 24. ALL STRIPING SHALL BE THERMOPLASTIC.
10 RECONSTRUCT (E) CHAIN LINK FENCE AND GATE AS NEEDED.
11 ENTRY/RECEIVING PIT FOR PIPE BURSTING. PIT SIZE TBD IN FIELD BY CONTRACTOR.
12 8" WHITE STRIPE PER CALTRANS DETAIL 38. ALL STRIPING SHALL BE THERMOPLASTIC.

SS PIPE SCHEDULE

SSMH 1 TO SSMH 4:	OPEN CUT (27" PVC SDR26)
SSMH 4 TO SSMH 6:	PIPE BURST (27" HDPE–LIGHT GRAY)
SSMH 6 TO SSMH 10:	OPEN CUT (27" PVC SDR26)
SSMH 10 TO SSMH 12:	PIPE BURST (27" HDPE–LIGHT GRAY)

GRAPHIC SCALE
40 0 40 80





"A" LINE
HORIZONTAL: 1"=40'
VERTICAL: 1"=4'

MATCHLINE SEE SHEET C2.1

4/6/19
REGISTERED PROFESSIONAL ENGINEER
PATRICK CHAN
No. 63159
RENEWAL 08/31/21
CIVIL
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

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408–467–9100
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SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
PLAN & PROFILE

CITY OF SANTA CLARA SANTA CLARA COUNTY STATE OF CALIFORNIA

No.	Revisions	City Approval	Date

Date: 09/04/19
Scale: AS SHOWN
Design: PK
Drawn: JH
Approved: PC
Job No: 20128113–30

Drawing Number:
C2.0
3 OF 8

AS-BUILTS for the CALABAZAS CREEK SEWER UPGRADE PROJECT submitted by PRESTON PIPELINES - 06.19.20

Record Drawings

CSC TRACING NO. 12,175-D

KEYNOTES

1a REMOVE MANHOLE. IF MANHOLE CANNOT BE REMOVED, OBTAIN APPROVAL FROM CITY ENGINEER TO CAP MANHOLE PER DETAIL 1, SHEET C3.1.

1b PIPE BURST 27" HDPE PIPE THROUGH EXISTING 24" RCP PIPE.

1c ABANDON IN PLACE, BACKFILL PIPE WITH ONE OF THE FOLLOWING:
(a) SAND THAT IS CLEAN, FREE DRAINING, AND FREE FROM ROOTS
(b) CONTROLLED LOW-STRENGTH MATERIAL
(c) SLURRY CEMENT BACKFILL
(d) CAP BOTH ENDS WITH 8" THICK WALL OF CLASS A PCC

1d REMOVE AND REPLACE 48" MANHOLE.

1e REMOVE (E) 24" RCP. IF PIPE CANNOT BE REMOVED AND IT'S NOT CALLED OUT TO BE ABANDONED ON THE PLANS, OBTAIN APPROVAL FROM CITY ENGINEER TO ABANDON IN PLACE.

2a RECONSTRUCT CURB & GUTTER PER CITY DETAIL ST-11 (MOD), SHEET C3.1.

2b RECONSTRUCT CURB PER CALTRANS A1-6.

3 RESTORE PAVEMENT PER CITY DETAIL ST-24, SHEET C3.1.

4 RECONSTRUCT DRIVEWAY PER CITY DETAIL ST-6, SHEET C3.1.

5a REMOVE TREE.

5b NOT USED.

5c INSTALL 24" BOX SIZE REPLACEMENT TREES ON CENTER MEDIAN OF SCOTT BLVD. CONTRACTOR COORDINATE WITH CITY ARBORIST, RON JANZING, AT (408) 615-3063 FOR EXACT LOCATIONS.

6 2' WIDE AC DEEPLIFT PER COUNTY DETAIL B-12, SHEET C3.2.

7 TYPE A2-6 CURB & GUTTER PER COUNTY DETAIL B-13, SHEET C3.2.

8 RECONSTRUCT CURB CUT PER COUNTY DETAIL B-8A, SHEET C3.2.

9a 4" WHITE STRIPE PER CALTRANS DETAIL 27B. ALL STRIPING SHALL BE THERMOPLASTIC.

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11 ENTRY/RECEIVING PIT FOR PIPE BURSTING. PIT SIZE TBD IN FIELD BY CONTRACTOR.

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SSMH 4 TO SSMH 6:	PIPE BURST (27" HDPE-LIGHT GRAY)
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SSMH 10 TO SSMH 12:	PIPE BURST (27" HDPE-LIGHT GRAY)

GRAPHIC SCALE 40 0 40 80

811 Know what's below. Call before you dig.

MATCHLINE SEE SHEET C2.0

CENTRAL EXPY (COUNTY RIGHT-OF-WAY)

SSMH 6 RIM: 41.08' INV: 28.01'

SSMH 7 RIM: 41.63' INV: 28.29'

SSMH 8 RIM: 41.31' INV: 28.67'

SSMH 9 RIM: 45.51' INV: 29.13'

SSMH 10 RIM: 44.46' INV: 31.37'

SSMH 11 RIM: 47.74' INV: 31.53'

15 LF – 27" PVC SDR26 (OPEN CUT) S=0.0026

205 LF – 27" PVC SDR26 (OPEN CUT) S=0.0044

54 LF – 27" PVC SDR26 (OPEN CUT) S=0.0020

345 LF – 27" (30" OD) DR21 HDPE (PIPE BURST) S=0.0049

386 LF – 27" (30" OD) DR21 HDPE (PIPE BURST) S=0.0020

(E) 24" SS

PROVIDE CONCRETE SADDLE PER CSC STD MH-4, SHEET C3.1. (3' MIN CLR)

SEE DETAIL 1, SHEET C2.2 FOR SIPHON EXTENSTION DETAIL

NOTE: CONTRACTOR TO COORDINATE WITH THE CITY FOR CITY SS PROJECT CONNECTING INTO SSMH S62-31

"A" LINE
HORIZONTAL: 1"=40'
VERTICAL: 1"=4'

AS-BUILTS for the CALABAZAS CREEK SEWER UPGRADE PROJECT submitted by PRESTON PIPELINES - 06.19.20

Record Drawings

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SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
PLAN & PROFILE

CITY OF SANTA CLARA SANTA CLARA COUNTY STATE OF CALIFORNIA

Drawing Number: C2.1

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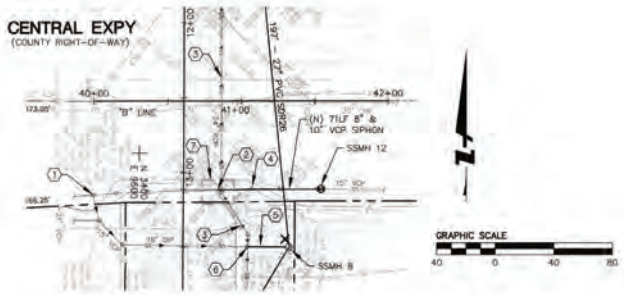
811 Know what's below. Call before you dig.



CENTRAL EXPRESSWAY SANITARY SEWER BYPASS NOTES

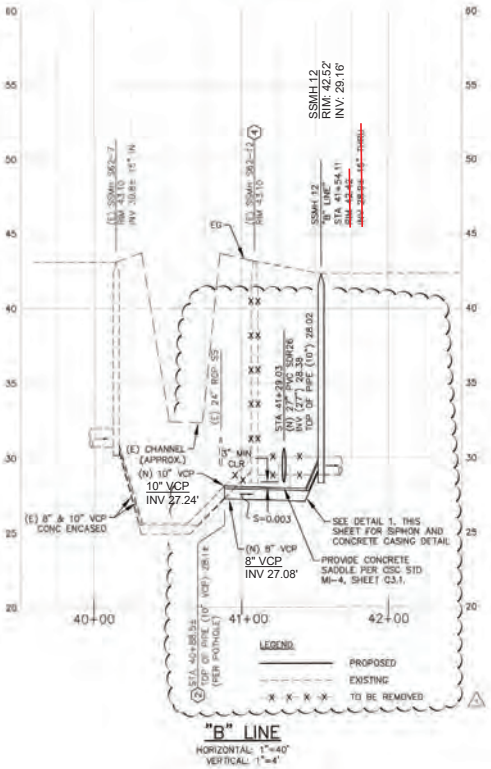
THE PURPOSE OF THIS PLAN IS TO PROVIDE TEMPORARY BYPASS DURING CONSTRUCTION OF THE SIPHON EXTENSION.

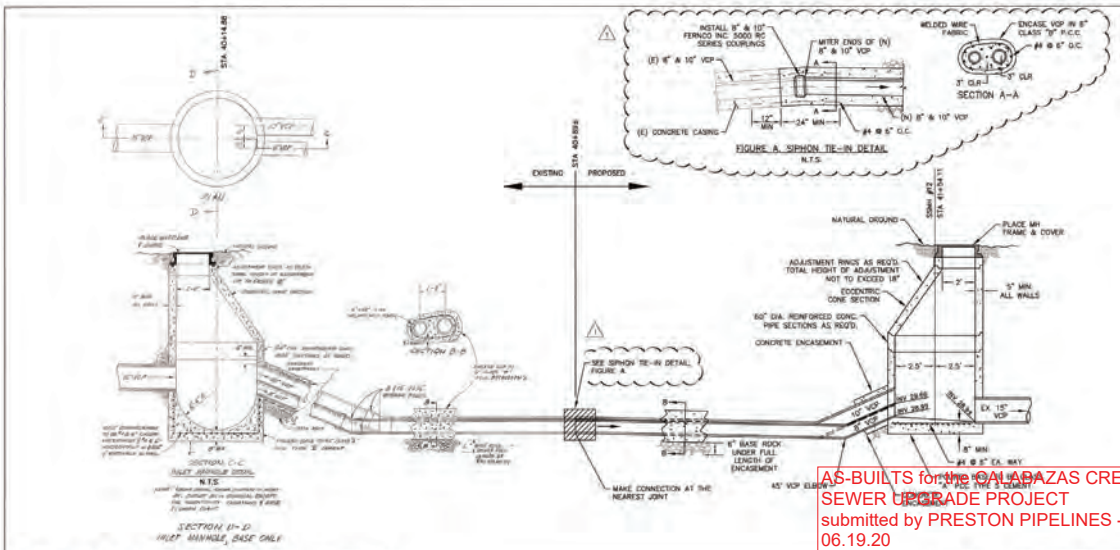
SEQUENCE OF WORK:

1. BYPASS EXISTING SIPHON PER PRESTON PIPELINES TEMPORARY BYPASS PLAN DATED 8/23/19.
2. EXTEND EXISTING SIPHON BY 71'± AS SHOWN ON SHEET C2.1.
3. REACTIVATE CENTRAL EXPRESSWAY SIPHON.
4. CONSTRUCT 27" SS MAIN ABOVE NEW SIPHON.

KEYNOTES (THIS SHEET ONLY)

1. PROVIDE DIVERSION. SEE BYPASS NOTES.
2. CONNECT TO (E) VCP'S AT NEAREST JOINTS.
3. (E) 24" SS TO REMAIN OPERATIONAL UNTIL SEWER MAIN UPGRADE AND SIPHON EXTENSION WORK ARE COMPLETED.
4. REMOVE (E) SSMH.
5. EXTEND AND CONNECT 15" DIP TO SSMH 8.
6. INSTALL 16" TYLER/UNION MECHANICAL JOINT SOLID SLEEVE (LONG) OR APPROVED EQUAL.
7. CONTRACTOR TO VIF THE EXACT LOCATION OF SIPHON EXTENSION POINT AT THE (E) SIPHON BEND. CONTRACTOR TO PROVIDE SHORING PLAN PRIOR TO THIS WORK TO ENSURE STRUCTURAL INTEGRITY OF CREEK WALLS AND MAINTAIN OPERABILITY OF (E) SSMH S62-13 PER TEMPORARY BYPASS PLAN DATED 8/23/19.





(1) SIPHON EXTENSION AT CENTRAL EXPWY

Record Drawings

CSC TRACING NO. 12,175-D

AS-BUILTS for the GUADALUPE CREEK SEWER UPGRADE PROJECT submitted by PRESTON PIPELINES - 06.19.20

BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100 (FAX)
408-467-9199

SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
SIPHON MODIFICATION
CITY OF SANTA CLARA SANTA CLARA COUNTY STATE OF CALIFORNIA

Drawing Number: C2.2
5 OF 8

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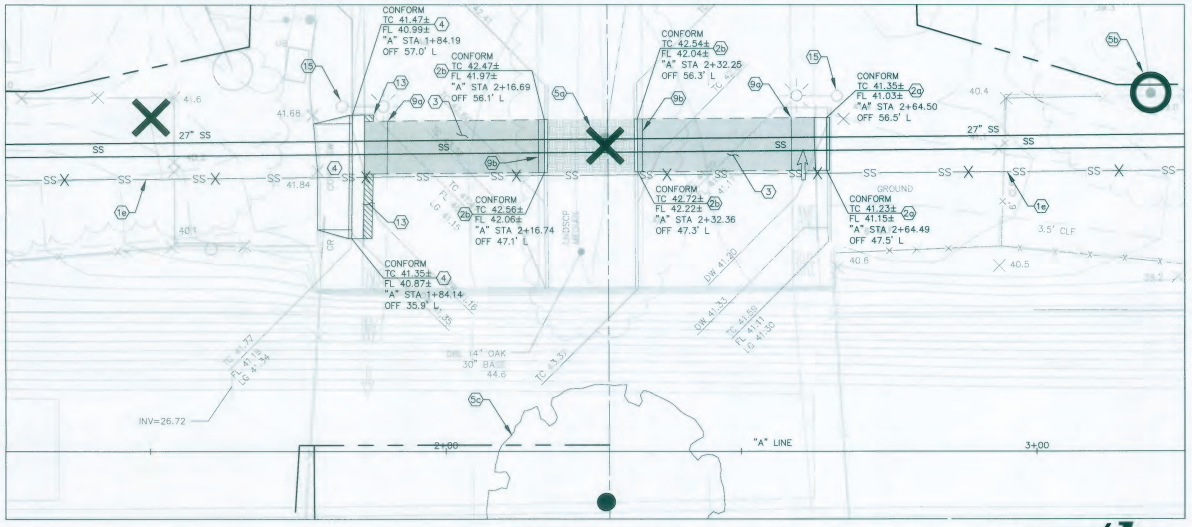
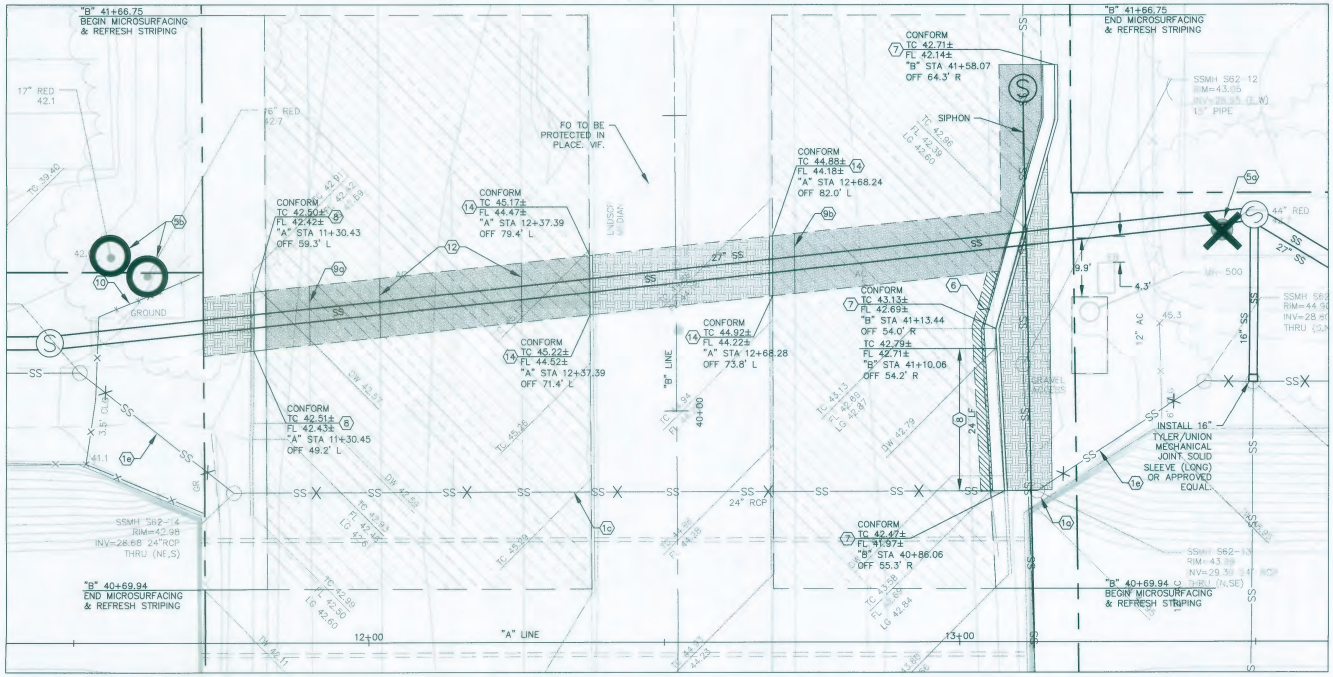


SCOTT BOULEVARD

1"=10'



CENTRAL EXPRESSWAY

1"=10'

KEYNOTES

- (1a) REMOVE MANHOLE. IF MANHOLE CANNOT BE REMOVED, OBTAIN APPROVAL FROM CITY ENGINEER TO CAP MANHOLE PER DETAIL 1, SHEET C3.1.
- (1b) PIPE BURST 27" HDPE PIPE THROUGH EXISTING 24" RCP PIPE.
- (1c) ABANDON IN PLACE, BACKFILL PIPE WITH ONE OF THE FOLLOWING:
  (a) SAND THAT IS CLEAN, FREE DRAINING, AND FREE FROM ROOTS
  (b) CONTROLLED LOW-STRENGTH MATERIAL
  (c) SLURRY CEMENT BACKFILL
  (d) CAP BOTH ENDS WITH 8" THICK WALL OF CLASS A PCC
- (1d) REMOVE AND REPLACE 48" MANHOLE.
- (1e) REMOVE (E) 24" RCP. IF PIPE CANNOT BE REMOVED AND IT'S NOT CALLED OUT TO BE ABANDONED ON THE PLANS, OBTAIN APPROVAL FROM CITY ENGINEER TO ABANDON IN PLACE.
- (2a) RECONSTRUCT CURB & GUTTER PER CITY DETAIL ST-11 (MOD), SHEET C3.1.
- (2b) RECONSTRUCT CURB PER CALTRANS A1-6.
- (3) RESTORE PAVEMENT PER CITY DETAIL ST-24, SHEET C3.1.
- (4) RECONSTRUCT DRIVEWAY PER CITY DETAIL ST-6, SHEET C3.1.
- (5a) REMOVE TREE.
- (5b) PROTECT TREE.
- (5c) INSTALL EIGHT NEW 24" BOX SIZE TREES ON CENTER MEDIAN OF SCOTT BLVD. CONTRACTOR TO COORDINATE WITH CITY ARBORIST, RON JANZING, AT (408) 615-3083 FOR EXACT LOCATIONS.
- (6) 2' WIDE AC DEEPLIFT PER COUNTY DETAIL B-12, SHEET C3.2.
- (7) TYPE A2-6 CURB & GUTTER PER COUNTY DETAIL B-13, SHEET C3.2.
- (8) RECONSTRUCT CURB CUT PER COUNTY DETAIL B-8A, SHEET C3.2..
- (9a) 4" WHITE STRIPE PER CALTRANS DETAIL 27B. ALL STRIPING SHALL BE THERMOPLASTIC.
- (9b) 4" YELLOW STRIPE PER CALTRANS DETAIL 24. ALL STRIPING SHALL BE THERMOPLASTIC.
- (10) RECONSTRUCT (E) CHAIN LINK FENCE AND GATE AS NEEDED.
- (11) ENTRY/RECEIVING PIT FOR PIPE BURSTING. PIT SIZE TBD IN FIELD BY CONTRACTOR.
- (12) 8" WHITE STRIPE PER CALTRANS DETAIL 38. ALL STRIPING SHALL BE THERMOPLASTIC.
- (13) 18" BAND PER AP-A NOTE 5, SHEET C1.1.
- (14) RECONSTRUCT 8" TYPE B3 CURB PER COUNTY DETAIL B-13, SHEET C3.2.
- (15) CONTACT DAVE PADILLA, ELECTRIC T&D MANAGER AT (408) 615-5630, A MINIMUM OF TWO WEEKS IN ADVANCE OF CONSTRUCTION TO DETERMINE THE NEED TO SUPPORT THE EXISTING STREET LIGHT POLES ADJACENT TO THE PROPOSED TRENCH.
- (16) 4" WHITE STRIPE PER CALTRANS DETAIL 12. ALL STRIPING SHALL BE THERMOPLASTIC.

LEGEND

- PROPERTY LINE
- VERTICAL CURB AND GUTTER
- VERTICAL CURB
- AC STRUCTRUAL PAVEMENT SECTION RESTORATION
- REPLACE LANDSCAPING IN KIND
- 2' WIDE AC DEEPLIFT
- BIKE LANE ARROW PER CALTRANS STD PLAN A24A

9/9/19
PATRICK BRIAN
No. 53198
06-30-21
CIVIL
STATE OF CALIFORNIA

BKF
ENGINEERS | SURVEYORS | PLANNERS
1730 N. FIRST STREET
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408-467-9100 (FAX)
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SCOTT BOULEVARD TO KIFER ROAD
SANITARY SEWER IMPROVEMENT PLANS
ENLARGED VIEW

CITY OF SANTA CLARA — SANTA CLARA COUNTY — STATE OF CALIFORNIA

No.	Revisions	City Approv. Date

Date: 09/04/19
Scale: AS SHOWN
Design: PK
Drawn: JH
Approved: PC
Job No: 20126113-30

Drawing Number:
C3.0
6 OF 8

Record Drawings

CSC TRACING NO. 12,175-D

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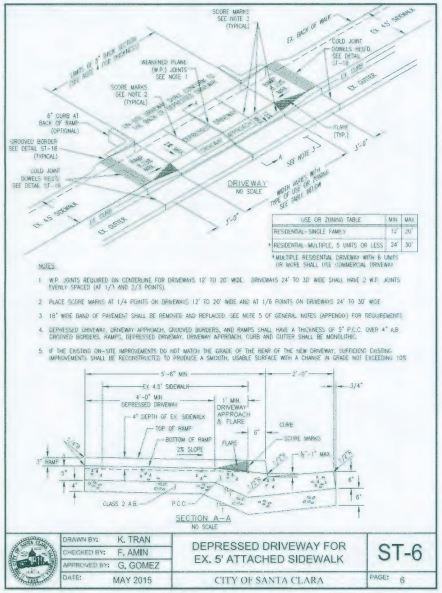
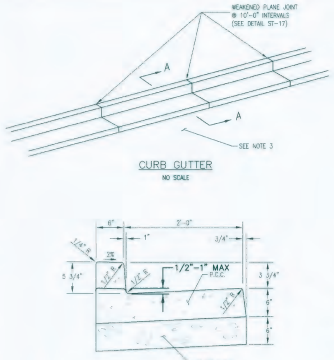
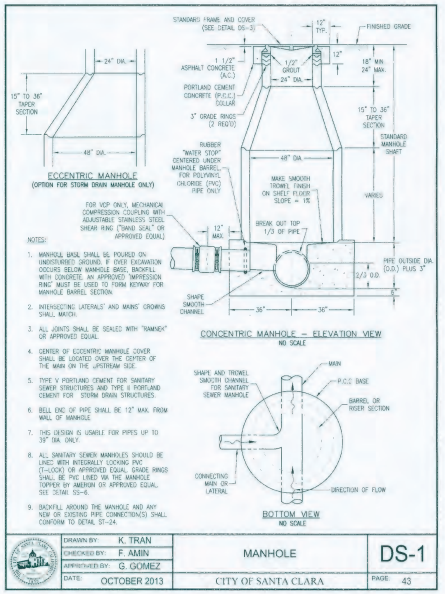


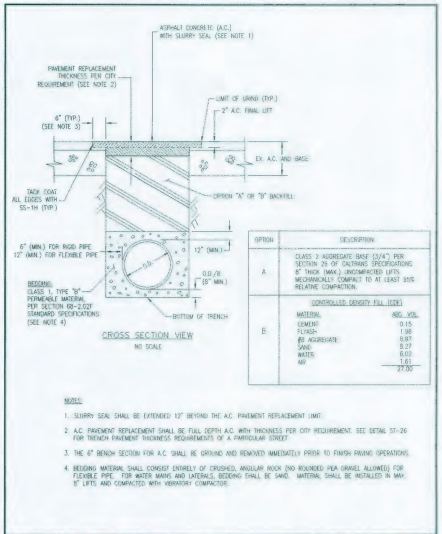
DRAWN BY: K. TRAN	DEPRESSED DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK	ST-6	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: MAY 2015	CITY OF SANTA CLARA	PAGE: 8	



DRAWN BY: K. TRAN	MONOLITHIC CURB AND GUTTER (MOD)	ST-11	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: OCTOBER 2013	CITY OF SANTA CLARA	PAGE: 11	



DRAWN BY: K. TRAN	MANHOLE	DS-1	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: OCTOBER 2013	CITY OF SANTA CLARA	PAGE: 43	



DRAWN BY: K. TRAN	TRENCH BACKFILL AND PAVEMENT REPLACEMENT	ST-24	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: DECEMBER 2014	CITY OF SANTA CLARA	PAGE: 24	

STREETS REQUIRING 10 INCHES OF ASPHALT CONCRETE FOR PAVEMENT RESTORATION

Agnew Road
Bassett Street
Benton Street (Lincoln to West City Limits)
Betsy Ross Drive
Bowers Avenue
Bunker Hill Lane
Calle de Luna
Calle del Mundo
Calle del Sol
De La Cruz Boulevard
Democracy Way
Freedom Circle
Great America Parkway
Great America Way (See note 1)
Homestead Road
Hope Drive
Juliette Lane
Kiely Boulevard
Kifer Road
Lafayette Street
Laurelwood Road
Lick Mill Boulevard
Martin Avenue
Mission College Boulevard
Montecito Vista Drive
Monroe Street
Norman Avenue
Old Ironsides Drive
Old Mountain View-Alviso Road
Patrick Henry Drive
Pruneridge Avenue
Russell Avenue
Saratoga Avenue
Scott Boulevard
Stevens Creek Boulevard
Tasman Drive
Thomas Road
Walsh Avenue
Washington Street (South of Poplar)
Winchester Boulevard

NOTES: 1. Due to the presence of potentially hazardous materials in the ground under this road, special permission must be obtained prior to any work.

2. All streets, other than the streets listed above, require 8 inches of asphalt concrete for pavement restoration.

DRAWN BY: K. TRAN	ASPHALT CONCRETE PAVEMENT THICKNESS REQUIREMENTS	ST-26	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: DECEMBER 2014	CITY OF SANTA CLARA	PAGE: 26	

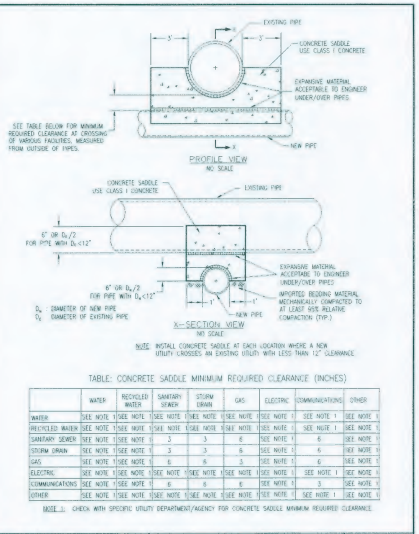
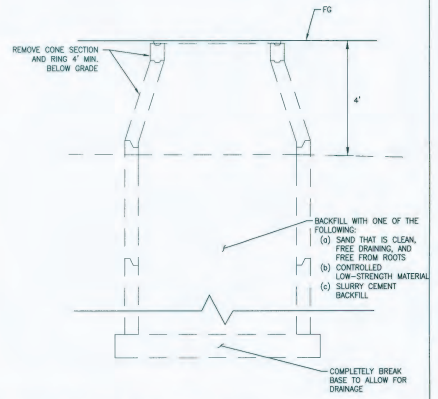


TABLE: CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE (INCHES)

	WATER	RECYCLED WATER	SANITARY SEWER	STORM DRAIN	GAS	ELECTRIC	COMMUNICATIONS	OTHER
WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
RECYCLED WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
SANITARY SEWER	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
STORM DRAIN	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
GAS	SEE NOTE 1	SEE NOTE 1	6	6	3	SEE NOTE 1	6	SEE NOTE 1
ELECTRIC	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
COMMUNICATIONS	SEE NOTE 1	SEE NOTE 1	6	6	6	SEE NOTE 1	3	SEE NOTE 1
OTHER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1

NOTE 1: CHECK WITH SPECIFIC UTILITY DEPARTMENT/AGENCY FOR CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE.

DRAWN BY: K. TRAN	CONCRETE SADDLE LOWER PIPE INSTALLATION	MI-4	
CHECKED BY: F. AMIN			
APPROVED BY: G. GOMEZ			
DATE: OCTOBER 2013	CITY OF SANTA CLARA	PAGE: 82	



1 CAP EXISTING MANHOLE

Record Drawings

CSC TRACING NO. 12,175-D

9/6/19
PATRICK CHAN
No. 35186
Exp. 6-30-21
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STATE OF CALIFORNIA

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408-467-9199

SCOTT BOULEVARD TO KIFER ROAD SANITARY SEWER IMPROVEMENT PLANS PROJECT AND CITY DETAILS

CITY OF SANTA CLARA SANTA CLARA COUNTY STATE OF CALIFORNIA

No.	Revisions	City Approv. Date

Date: 09/04/19
Scale: AS SHOWN
Design: PK
Drawn: JH
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C3.1

7 OF 8

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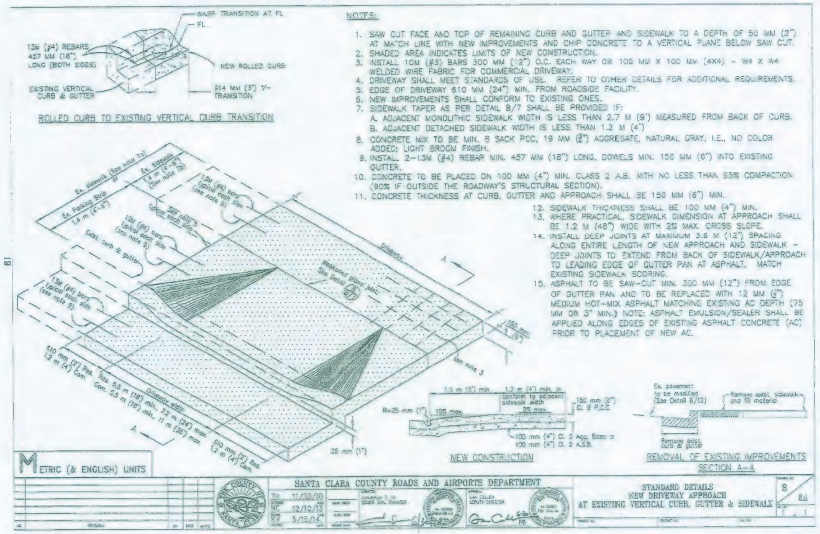
WARP TRANSITION AT FL
FL
13M (#4) REBARS 457 MM (18") LONG (BOTH SIDES)
NEW ROLLED CURB
EXISTING VERTICAL CURB & GUTTER
914 MM (3') V- TRANSITION
ROLLED CURB TO EXISTING VERTICAL CURB TRANSITION
Ex. sidewalk (See note 7)
Ex. pavement
Ex. Parking Strip
1.4 m (4'-6")
13M (#4) bars (See note 5)
Ex. curb & gutter
Match existing slope
Existing slope
Remove and dispose
See Detail B
Saw cut
Ex. pavement
Remove and dispose
Remove existing curb & gutter
Remove existing sidewalk
Remove existing curb ramp
Remove existing driveway
Remove existing

504100093 - Annual Sanitary Sewer Condition Assessment Repairs - 2021 Project

DATE: 6/2/2022

Abbreviations

LR = Localized Repair, CIPP = Cured-in-Place-Pipe Liner, PB = Pipe Burst, PReam = Pipe Ream,
OC = Open Cut,
PR = Point Repair (in conjuction with noted rehabiltation method)

Highlight Notes

The 2035 Model predicts surcharge, but below acceptable limit of 1-foot surcharge

The 2035 Model predicts a max. WWF double the capacity, but no surcharge due to higher slopes downstream

The 2035 Model predicts max. WWFs potentially slightly exceeding capaciy, but no surcharge is predicted

SHEET	PIPE SEGMENT/ITEM	USMH	DSMH	STREET NAME	DIA. (IN)	REHAB METHOD	PIPE FULL CAPACITY (MGD)	MAX SURCHARGE (FT)	MAX PREDICTED FLOW (MGD)	Min. CIPP Liner Thickness (inches) (REFER TO NOTE 1)	Min. CIPP Liner Thickness (mm) (REFER TO NOTE 1)	W&C MODEL DIA. (IN)	W&C ADJUSTED DIA. (IN)
						BASE BID ITEMS							
C-50	240	104-16	104-14	Lafayette St	42	CIPP	26.19	0.71	22.04	0.63	16.0	42	40.7
C-51	241	104-17	104-16	Lafayette St	42	CIPP	26.19	0.72	22.05	0.63	16.0	42	40.7
C-51 C-52	242	104-22	104-17	Lafayette St	42	CIPP	26.19	0.72	22.05	0.63	16.0	42	40.7
C-51	235	104-50	104-18	Lafayette St	42	CIPP	N/A*	N/A*	N/A*	0.63	16.0	42	40.7
C-50 C-51	234	104-18	104-15	Lafayette St	42	CIPP	26.6	0.68	21.32	0.63	16.0	42	40.7
C-49 C-50	233	104-15	104-9	Lafayette St	42	CIPP	26.52	0.67	21.49	0.65	16.5	42	40.7
C-49	232	104-9	114-14	Lafayette St	42	CIPP	29.03	0.66	21.49	0.65	16.5	42	40.7
C-48	231	114-14	114-23	Lafayette St	42	CIPP	29.03	0.62	21.49	0.66	16.8	42	40.7
C-47	228	103-5	103-6	Great America Pkwy	15	1 Joint Infiltration Grouting	1.75	0.57	0.55				
C-44 C-45	226	104-25	104-27	Easement	42	CIPP	22.04	0.73	20.44	0.69	17.5	42	40.6
C-44	225	103-13	104-25	Easement	42	CIPP	21.49	0.74	19.3	0.67	17.0	42	40.7
C-43 C-44	224	103-11	103-13	Easement	42	CIPP (Contractor shall review joints at 320' and 429' to determine if infiltration grouting is necessary)	22.01	0.74	19.31	0.67	17.0	42	40.7
C-42	223	103-15	103-11	Easement	42	CIPP	10.84	0.84	19.31	0.73	18.5	42	40.5
C-44	211	104-24	104-26	Easement	33	CIPP	10.57	0.82	11.43	0.54	13.7	33	31.9
C-44	210	103-12	104-24	Easement	33	CIPP	10.51	0.87	11.5	0.53	13.5	33	31.9
C-43 C-44	209	103-10	103-12	Easement	33	CIPP	10.56	0.92	11.63	0.55	14.0	33	31.9
C-42 C-43	208	103-9	103-10	Great America Pkwy (Start of Easement)	33	CIPP	10.84	0.93	19.31	0.56	14.2	33	31.9
C-39 C-40	205	93-4	103-22	Great America Pkwy	30	CIPP	8.8	2	11.06	0.44	11.2	30	29.1
C-38 C-39	204	93-21	93-4	Great America Pkwy	30	CIPP	10.79	2	11.05	0.42	10.7	30	29.2
C-38	203	93-36	93-21	Great America Pkwy	30	CIPP	11.66	1	11.04	0.42	10.7	30	29.2
C-37	202	93-51	93-49	Great America Pkwy	18	Joint infiltration grouting at all joints, partial open cut replacement, and CIPP	46.73	1	7.14	0.33	8.4	18	17.3
C-37	202	93-51	93-49	Great America Pkwy	24	Joint infiltration grouting at all joints, partial open cut replacement, and CIPP	45.05	1	5.77	0.43	10.9	24	23.1
C-37	202	93-51	93-49	Great America Pkwy	24	Joint infiltration grouting at all joints, partial open cut replacement, and CIPP	44.86	1	5.82	0.43	10.9	24	23.1
C-28	136	58-9	58-7	De la Cruz Blvd.	24	CIPP (w/ 1 internal gasket cutting)	6.49	0.53	3.64	0.34	8.6	24	23.3
C-29	134	58-7	58-4	De la Cruz Blvd.	24	CIPP (w/ 6 internal gasket cutting)	8.61	0.64	4.22	0.34	8.6	24	23.3
C-30	132	58-4	58-3	De la Cruz Blvd.	24	CIPP (w/ 1 internal gasket cutting)	6.15	0.72	4.21	0.34	8.6	24	23.3
C-26	130	58-21	58-17	De la Cruz Blvd.	24	CIPP (w/ 1 internal gasket cutting)	6.61	0.49	3.21	0.34	8.6	24	23.3
C-27	122	58-14	58-12	De la Cruz Blvd.	24	CIPP	8.05	0.49	3.31	0.34	8.6	24	23.3

RECOMMENDED PRIORITIZATION LIST

SHEET	PIPE SEGMENT/ITEM	USMH	DSMH	STREET NAME	DIA. (IN)	REHAB METHOD	PIPE FULL CAPACITY (MGD)	MAX SURCHARGE (FT)	MAX PREDICTED FLOW (MGD)	Min. CIPP Liner Thickness (inches) (REFER TO NOTE 1)	Min. CIPP Liner Thickness (mm) (REFER TO NOTE 1)	W&C MODEL DIA. (IN)	W&C ADJUSTED DIA. (IN)
C-27 C-28	120	58-12	58-9	De la Cruz Blvd.	24	CIPP (w/ 3 internal gasket cutting)	7.79	0.54	3.64	0.34	8.6	24	23.3
ALTERNATE 1 - MATHEW STREET													
C-24	100	57-35	57-39	Mathew St.	18	Open Cut	4.52	0.49	1.53		0.0		
C-25	112	57-39	58-21	Mathew St.	15	Open Cut	3.22	0.49	1.53		0.0		
C-23	101	57-36	57-37	Mathew St.	18	Open Cut	4.21	0.42	1.52		0.0		
C-24	109	57-38	57-35	Mathew St.	18	Open Cut	3.51	0.46	1.53		0.0		
C-23	96	57-34	57-36	Mathew St. (under UPRR tracks)	18	CIPP (w/ 2 PRs)	5.4	0.42	1.18	0.33	8.4	18	17.3
C-22	95	57-31	57-32	Mathew St	15	CIPP (w/ 3 PRs)	2.05	0.52	0.87	0.21	5.3	15	14.6
ALTERNATE 2 - WALSH AVENUE													
C-34	86	57-2	57-3	Walsh Ave	15	Pipe Ream	2.24	0.28	0.37		0		
C-35	91	57-3	57-4	Walsh Ave	15	Pipe Ream (w/ 1 PR)	2.3	0.28	0.38		0		
C-35	115	57-4	57-55	Walsh Ave	15	Slip line	2.28	2.28	0.38		0		
C-33	80	56-8	57-1	Walsh Ave	15	CIPP (w/ 4 PRs)	2.41	0.25	0.31	0.21	5.3		
C-33	77	56-7	56-8	Walsh Ave	15	Open Cut	3.05	0.26	0.34		0		
C-33C-34	85	57-1	57-2	Walsh Ave	15	CIPP (w/ 4 PRs)	2.45	0.28	0.34	0.21	5.3		
ALTERNATE 3 - DE LA CRUZ BLVD													
C-14	31	47-64	48-29	De La Cruz Blvd.	15	CIPP (w/ 1 PR)	3.53	0.42	1.26	0.32	8.1	15	14.4
C-14	45	48-29	48-18	De La Cruz Blvd.	15	8' CIPP Spot Liner	3.3	0.43	1.26	0.32	8.1		

* Flow data for this segment not available

AEGION

Note:

1.CIPP liner thicknesses calculated with Aegion CIPP Wall Thickness Calculator for Gravity Pipes (https://www.aegion.com/about/resources/cipp-design-guide). Thicknesses shown in this table are preliminary; actual liner thickness to be selected by the Contractor to conform to construction needs per the Contract Documents.

LEGEND SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE
		CURB, GUTTER, SIDEWALK & DRIVEWAY
W	W	WATER MAIN & VALVE
SD	SD	STORM DRAIN, MANHOLE & CATCH BASIN
		CENTER LINE & MONUMENT
SS	SS	SANITARY SEWER & MANHOLE
G	G	GAS MAIN & VALVE
LEV3		LEVEL 3 FIBER OPTICS
E	E	ELECTRIC CONDUIT & PULL BOX
XO		XO FIBER OPTIC
COM		TELEVISION CABLE
RW		RECYCLED WATER
ATT		AT&T FIBER OPTICS
E(OH)		ELECTRICAL OVER HEAD
		ABANDONED UTILITY LINE
		LIMIT OF WORK LINE
IRR		IRRIGATION
		FENCE & GATE
		ELECTROLIER/STREET LIGHT
		FIRE HYDRANT
		UTILITY POLE
CO	CO	CLEAN OUT
WM		WATER METER
		BENCH MARK
		DIRECTION OF FLOW
		CITY MONUMENT
		TREE
		TREE TO BE REMOVED
CITY OF SANTA CLARA / CITY OF SAN JOSE		CITY LIMITS

LEGEND SYMBOLS CONTINUED

EXISTING	PROPOSED	DESCRIPTION
		SS LATERAL AND CLEANOUT
		SS LATERAL RECONNECTION
NO. X-1		DETAIL NO. / SHEET NO.

CITY OF SANTA CLARA CALIFORNIA — 1852 — THE MISSION CITY

RECORD DRAWING
THIS RECORD DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE ENGINEER HAS NOT VERIFIED THE ACCURACY OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSION WHICH MAY BE INCORPORATED HEREIN AS A RESULT.
DATE PREPARED: JUNE 15, 2020

RECORD DRAWINGS
PROJECT NO. CE 18-19-08
DATE ACCEPTED 07/17/2020
INSPECTOR Brent Erkel
REVISIONS BY Mott Mac Donald DATE 07/22/2020

PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT - PHASE 1

SHEET INDEX

SHEET NO.		DESCRIPTION
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5	G-05	PIPE SEGMENT FLOW INFORMATION
6	C-01	SEGMENT 01 - MAURICIA AVE PLAN AND PROFILE
7	C-02	SEGMENT 02 - FERNANDEZ CT PLAN AND PROFILE
	C-03	*NOT IN CONTRACT*
8	C-04	SEGMENT 04 - WOODLAND AVE PLAN AND PROFILE
	C-05	*NOT IN CONTRACT*
	C-06	*NOT IN CONTRACT*
	C-07	*NOT IN CONTRACT*
	C-08	*NOT IN CONTRACT*
	C-09	*NOT IN CONTRACT*
9	C-10	SEGMENT 10 - GREAT AMERICA PKWY PLAN AND PROFILE
10	C-11	SEGMENT 11 - LAFAYETTE ST PLAN AND PROFILE
	C-12	*NOT IN CONTRACT*
	C-13	*NOT IN CONTRACT*
	C-14	*NOT IN CONTRACT*
11	C-15	SEGMENT 15 - WALSH AVE PLAN AND PROFILE
12	C-16	SEGMENTS 17 & 18- SAN TOMAS EXPY PLAN AND PROFILE
13	C-17	SEGMENTS 18 & 19 - SAN TOMAS EXPY PLAN AND PROFILE
	C-18	NOT USED
14	C-19	SEGMENTS 20, 21 & 22 - SAN TOMAS EXPY PLAN AND PROFILE
15	C-20	SEGMENT 23 - SARATOGA AVE PLAN AND PROFILE
	C-21	*NOT IN CONTRACT*
	C-22	*NOT IN CONTRACT*
	C-23	*NOT IN CONTRACT*
	C-24	*NOT IN CONTRACT*
16	C-25	SEGMENT 29 - KIFER RD (1) PLAN AND PROFILE
17	C-26	SEGMENTS 29 & 30 - KIFER RD (2) PLAN AND PROFILE
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20	C-29	SEGMENT 33 - LAKESIDE DR PLAN AND PROFILE
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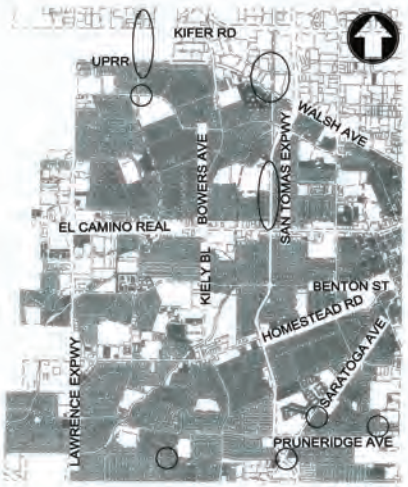
29	C-37	SEGMENTS 39, 40 & 41 - KIFER RD.
30	D-1	TYPICAL DETAILS

ABBREVIATIONS

AB	AGGREGATE BASE	HP	HIGH POINT, HIGH PRESSURE	SL	STREET LIGHT
AC	ASPHALT CONCRETE	INV	INVERT	SS	SANITARY SEWER
ASB	AGGREGATE SUB BASE	L	LENGTH	SSMH	SANITARY SEWER MANHOLE
BC	BEGIN CURVE	LF	LINEAR FEET	STL	STEEL
B/W	BACK OF WALK	LOG	LIP OF GUTTER	ST	STREET
BTW	BETWEEN	LT	LEFT	STA	STATION
CB	CATCH BASIN	MAX	MAXIMUM	STD	STANDARD
CI	CAST IRON	MH	MANHOLE	S/W	SIDEWALK
CIP	CAST IRON PIPE	MIN	MINIMUM	T/C	TOP OF CURB
CIPP	CURED IN PLACE PIPE	MW	MONITORING WELL	TSB	TRAFFIC SIGNAL BOX
C/G	CURB AND GUTTER	N	NORTH	TSS	TRAFFIC SIGNAL SENSORS
CL	CENTER LINE	(N)	NEW	TYP.,(TYP)	TYPICAL
CLSM	CONTROLLED LOW STRENGTH MATERIAL	OG	ORIGINAL GRADE	VCP	VITRIFIED CLAY PIPE
		PCC	PORTLAND CEMENT CONCRETE	W	WEST, WATER
CS	CONCRETE SLAB	PCJPB	PENINSULA CORRIDOR JOINT POWERS BOARD	WV	WATER VALVE
DTL	DETAIL	PG	PROFILE GRADE		
DR	DRIVE	PL	PLASTIC		
D/W	DRIVEWAY	R	RADIUS		
E	EAST	RCP	REINFORCED CONCRETE PIPE		
EB	ELECTRICAL BOX	ROW	RIGHT-OF-WAY		
EC	END CURVE	RR	RAILROAD		
ELEV., EL	ELEVATION	RT	RIGHT		
EX., EXIST., (E)	EXISTING	S	SOUTH, SLOPE		
FG	FINISH GRADE	SCVWD	SANTA CLARA WATER VALLEY DISTRICT		
FL	FLOW LINE	SD	STORM DRAIN		
FH	FIRE HYDRANT	SDMH	STORM DRAIN MANHOLE		
FOC	FACE OF CURB	SEG	SEGMENT		
GB	GRADE BREAK	SFPUC	SAN FRANCISCO PUBLIC UTILITIES COMMISSION		
HDPE	HIGH-DENSITY POLYETHYLENE				

CRATUS INC
AS -BUILT
DATE: 3/9/2020
SIGNATURE:



LOCATION MAPS
N.T.S.

VICINITY MAP
N.T.S.

CERTIFICATION OF PEER REVIEW

THE UNDERSIGNED HEREBY CERTIFIES THAT A PROFESSIONAL PEER REVIEW OF THESE PLANS AND THE REQUIRED DESIGN WAS CONDUCTED BY ME, A PROFESSIONAL ENGINEER WITH EXPERTISE AND EXPERIENCE IN THE APPROPRIATE FIELD OF ENGINEERING EQUAL TO OR GREATER THAN THE ENGINEER OF RECORD, AND THAT APPROPRIATE CORRECTIONS HAVE BEEN MADE.

THOMAS G. GRAU — PRINT NAME — SIGNATURE — 06/19/2019 DATE

APPROVED BY:

CRAIG MOBECK, DIRECTOR OF PUBLIC WORKS, R.C.E. No. 64498, EXP. 06-30-2021 — DATE: 7/3/19

REVIEWED BY:

WATER AND SEWER UTILITIES DEPARTMENT — DATE: 6/26/19

STREET — DATE: 6/25/19

ELECTRIC DEPARTMENT — DATE: 6/26/19

TRAFFIC ENGINEERING DIVISION — DATE: 6/25/19

DESIGN DIVISION — DATE: 7/2/19

REGISTERED PROFESSIONAL ENGINEER — JAMES S. MOSS — No. C 80766 — CIVIL — STATE OF CALIFORNIA

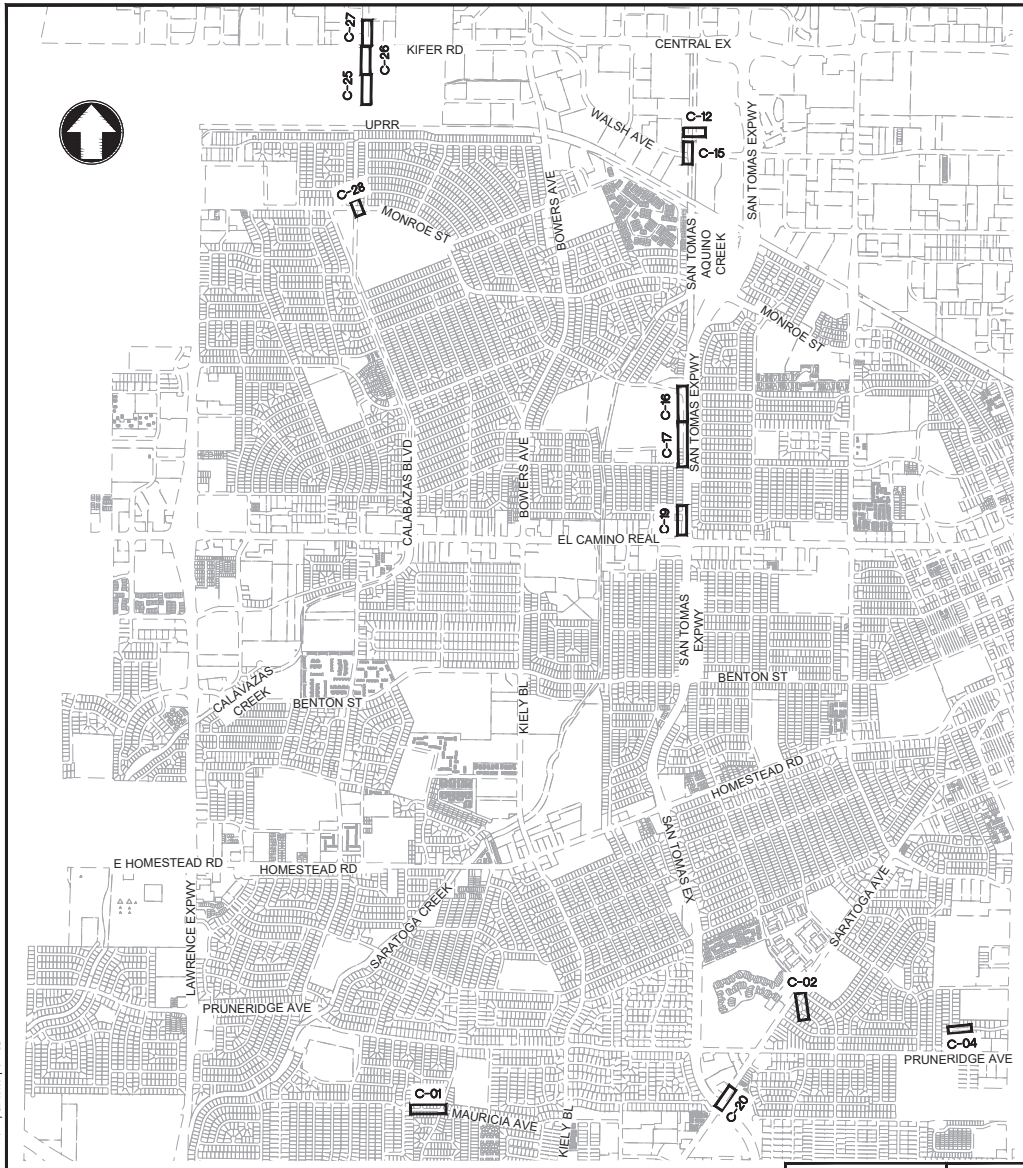
MOTT MACDONALD

SHEET No. G-01

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT - PHASE 1

PROJECT No. CE 18-19-08 — TRACING No. 12291-D

ACCOUNT No. 594-4443-80300-1912 — SHEET 1 OF 30



CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

KEY MAPS

N.T.S.

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER — JAMES S. MAHAFFEY — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08		
ACCOUNT No.	594-4443-80300-1912		
DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

KEY MAPS

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No.
DRAWN BY	TPF	02/19	12291-D
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 2 OF 30

SHEET No. G-02

Plotted: Jun 15, 2020, 1:08pm by PM78580 Last Saved: Jun 15, 2020, 1:08pm by PM78580
File: C:\Users\pm78580\Desktop\Daily Log\Santa Clara\Record Plans-Phase 1\G-02-1.dwg
pw:\\mottmac-pw.bentley.com:mdl-user-pw-14\Documents\393484-Santa Clara Design SS Condition Assessment Repairs\Drawings_Models\01_G_General\G-02-1.dwg
User: [LastUser] [PSETSCALE=1]
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARD DETAILS, STANDARD SPECIFICATIONS, AND GENERAL REQUIREMENTS.
2. NOT USED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR 800-227-2600.
4. NOT USED.
5. UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER IN THE FIELD: AT EACH LOCATION WHERE NEW CURB/GUTTER IS TO BE INSTALLED ON AN EXISTING STREET (DRIVEWAY INSTALLATION, DRIVEWAY ABANDONMENT, CURB RAMP INSTALLATION, CURB FACE DRAINAGE INSTALLATION, ETC.) PAVEMENT RECONSTRUCTION SHALL BE REQUIRED. AN 18-INCH WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED ALONG THE ENTIRE LENGTH OF CURB/GUTTER INSTALLATION. REMOVAL DEPTH (SAW CUTS REQUIRED) SHALL BE TO THE BASE MATERIAL ON STREETS WITH A.C. OR P.C.C. PAVEMENT FOUR (4) INCHES OR LESS IN THICKNESS. REMOVAL DEPTH SHALL BE TWO (2) INCHES MINIMUM ON STREETS WITH A.C. (GRIND) AND FOUR (4) INCHES MINIMUM ON STREETS WITH P.C.C. (SAW CUT) PAVEMENT THICKNESS GREATER THAN FOUR (4) INCHES. REPLACE WITH A.C. OR P.C.C. (DOWELS REQUIRED) TO MATCH EXISTING PAVEMENT.
6. ALL SIDEWALK, CURB, AND GUTTER DAMAGED AS A RESULT OF THE PROJECT SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR AS DIRECTED BY THE CITY ENGINEER. INSTALLATION OF NEW SIDEWALK, CURB AND GUTTER AGAINST EXISTING IMPROVEMENTS SHALL REQUIRE A SIDEWALK CONTACT JOINT (DOWELS REQUIRED).
7. PARTIAL REPLACEMENT OF A DRIVEWAY IS NOT ALLOWED, UNLESS OTHERWISE NOTED ON THESE PLANS. A DRIVEWAY THAT HAS BEEN CUT OR DAMAGED MUST BE REPLACED IN ITS ENTIRETY. THE NEW REPLACEMENT DRIVEWAY MUST MEET CURRENT CITY STANDARDS WHICH MAY AFFECT ON-SITE IMPROVEMENTS AND/OR REQUIRE A SIDEWALK EASEMENT.
8. SLURRY SEAL SHALL BE REQUIRED ON ALL NEW STREET PAVEMENT (E.G., TRENCH WORK, POTHOLES, AND STREET WIDENINGS). SLURRY SEAL SHALL EXTEND TWELVE INCHES BEYOND THE LIMIT OF PAVEMENT RECONSTRUCTION.
9. ALL MANHOLES, VALVE BOXES, MONUMENT BOXES, AND OTHER STRUCTURES IN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BEFORE PAVING FINAL LIFT.
10. GRADE BREAKS ON CURBS AND SIDEWALKS ARE TO BE ROUNDED OFF ON FORM WORK AND FINISHED SURFACING.
11. CONTRACTOR IS ALERTED TO MONUMENT NOTES PROVIDED ON SHEET G-04.
12. ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM PUBLIC RIGHT-OF-WAY.
13. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
14. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
15. EXISTING UTILITIES SHOWN ARE BASED UPON RECORD INFORMATION AND ARE APPROXIMATE IN LOCATION AND DEPTH. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT, VERIFY ACTUAL LOCATION AND DEPTH, AND REPORT POTENTIAL CONFLICTS TO THE ENGINEER PRIOR TO EXCAVATING FOR NEW FACILITIES.
16. CONTRACTOR SHALL PERFORM HIS CONSTRUCTION AND OPERATION IN A MANNER, WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS OUTLINED IN THE BROCHURES ENTITLED "BEST MANAGEMENT PRACTICE FOR THE CONSTRUCTION INDUSTRY" ISSUED BY THE SANTA CLARA VALLEY NONPOINT SOURCE POLLUTION CONTROL PROGRAM, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION.
17. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE PUBLIC RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY TRAFFIC ENGINEER.
18. ALL SANITARY SEWER AND/OR STORM DRAIN MAINS TO BE ABANDONED SHALL BE FILLED WITH SAND OR CONTROL DENSITY FILL (CDF) AND PLUGGED AT EACH END WITH A 6" THICK WALL OF CLASS "A" P.C.C.
19. ABANDONMENT OF SANITARY SEWER LATERAL AT THE PROPERTY LINE SHALL INCLUDE THE COMPLETE REMOVAL OF THE CHRISTY BOX, ALL VERTICAL PIPES AND THE 45° WYE. THE REMAINING LATERAL ENDS SHALL BE PLUGGED WITH 6" THICK WALL OF CLASS "A" P.C.C., ENSURING NO CONCRETE ENTERS THE MAIN. ABANDONMENT OF SANITARY SEWER LATERAL AT THE MAIN WILL OCCUR WHEN LATERAL CONNECTS AT A MANHOLE OR AS DETERMINED BY THE CITY. PLUG THE LATERAL END WITH 6" THICK WALL OF CLASS "A" P.C.C., AND FILL LATERAL WITH SAND OR CONTROL DENSITY FILL (CDF), MAKING A SMOOTH TROWEL FINISH ON THE INSIDE WALL OF THE MANHOLE FOR MANHOLE CONNECTIONS.
20. UNLESS OTHERWISE NOTED, CLASS 2 A.B. UNDER CURB, GUTTER, AND STREET SECTIONS PAVED WITH ASPHALT CONCRETE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION (MINIMUM).
21. NOT USED.
22. NOT USED.
23. FOR OPEN CUT SEWER INSTALLATION OR REPLACEMENT, PROVIDE SHOP DRAWINGS WITH POTHOLED UTILITY INFORMATION DISPLAYED FOR REVIEW BY THE ENGINEER 72 HOURS MINIMUM PRIOR TO COMMENCEMENT OF ANY EXCAVATION OF THESE SEGMENTS.
24. PROVIDE TEMPORARY UTILITY SUPPORT USING CONTROLLED LOW STRENGTH MATERIAL TO PROTECT EXISTING UTILITIES AND APPURTENANCES IN PLACE DURING SEWER CONSTRUCTION. SEE SPECIFICATION SECTION 03350.
25. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE PERMITTED ON ROADWAYS AFTER WORK HOURS WITHOUT WRITTEN PERMISSION FROM CITY.
26. TRAFFIC CONTROL MEASURES SHALL BE IMPLEMENTED PER APPROVED TRAFFIC CONTROL PLANS AT ALL TIMES DURING THE CONSTRUCTION PERIOD IN COMPLIANCE WITH SPECIFICATION SECTION 03320 (TRAFFIC CONTROL) OF THE SPECIAL PROVISIONS.
27. APPROVED PROTECTIVE MEASURES SHALL BE USED FOR ALL EXCAVATIONS PER SECTION 02200 "EARTHWORK", AND SECTION 02350 "EXCAVATION SUPPORT, SHORING AND BRACING."
28. ALL MONUMENTS DISTURBED BY CONSTRUCTION SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. REPLACEMENT WORK SHALL BE COORDINATED AND DOCUMENTED WITH THE CITY ENGINEER.
29. RE-STRIPE ALL PAVED AREAS IN KIND OR AS REQUIRED BY THE CITY. ALL PAVEMENT MARKINGS AND MARKERS SHALL BE REPLACED IN ACCORDANCE WITH CITY STANDARD TECHNICAL SPECIFICATIONS SECTION 02084.
30. THE CONTRACTOR SHALL REMOVE ALL USA PAINT MARKINGS FROM PAVEMENT, SIDEWALKS, AND CONCRETE WITHIN THE PROJECT BOUNDARY FOLLOWING THE COMPLETION OF CONSTRUCTION. COVERING MARKINGS WITH PAINT WILL NOT BE ALLOWED.
31. DAMAGE TO STREET LIGHTING, TRAFFIC SIGNAL OR TRAFFIC LOOP FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED IN ACCORDANCE WITH CALTRANS STANDARDS SECTION 86. TRAFFIC SIGNAL LOOPS DAMAGED BY THE WORK SHALL BE REPLACED WITH TYPE "Q" DETECTOR LOOPS PER CITY STANDARD DETAIL TR-7.
32. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR CONSTRUCTION SCHEDULE WITH PG&E. A PG&E INSPECTOR SHALL BE ONSITE DURING PRECONSTRUCTION SUBSURFACE UTILITY EXPLORATION POTHOLING AND DURING PIPELINE CONSTRUCTION WITHIN TEN (10) FEET OF GAS TRANSMISSION LINES.
33. NOT USED.
34. IN OPEN CUT SEWER REPLACEMENT SECTIONS, EXISTING SEWER PIPE SHALL BE REMOVED AND DISPOSED OF AT CONTRACTOR'S EXPENSE.
35. NEW SEWER PIPE SHALL BE THE MATERIAL AS NOTED ON THE DRAWINGS.
36. REPLACEMENT AND REPAIR OF CITY OWNED FACILITIES NOT SPECIFICALLY DETAILED IN THE PLANS SHALL BE IN ACCORDANCE WITH APPLICABLE CITY STANDARD SPECIFICATIONS AND DETAILS.
37. SEWER LATERAL REPAIR OR INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD DETAILS.
38. NOT USED.
39. RIGHT OF WAY AND PROPERTY LINES WHERE SHOWN ARE BASED UPON RECORD DATA AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
40. NOT USED.
41. CONTRACTOR TO BROOM SWEEP CONSTRUCTION AREA EACH NIGHT PRIOR TO LEAVING THE JOB SITE. REFER TO THE SPECIAL PROVISIONS.
42. CONCRETE SADDLE SHALL BE USED FOR UTILITY CROSSINGS WITH LESS THAN 12 INCHES OF VERTICAL SEPARATION. REFER TO CITY STANDARD DETAILS MI-3 & MI-4.
43. NOT USED.
44. CONTRACTOR SHALL PROTECT EXISTING TREES.
45. CONTRACTOR TO AIR GAP ALL EXISTING UTILITIES AT ALL CROSSING POINTS PRIOR TO PIPE BURSTING.
46. CONTRACTOR SHALL INCLUDE COST TO PROTECT UTILITY POLE OR FOR SVP TO BRACE AND SUPPORT UTILITY POLES AND GUYS, INCLUDING THE USE OF A UTILITY POLE HOLDING TRUCK OR CRANE RIG OPERATED BY UTILITY PERSONNEL, IN THE UNIT PRICE BID FOR MANHOLE, LATERAL, OR PIPE INSTALLATION/REHABILITATION WHERE EXCAVATION IS REQUIRED WITHIN 5 FEET OF UTILITY POLES.
47. ALL INFORMATION PRESENTED HAS BEEN OBTAINED FROM FIELD INVESTIGATION AND RECORD INFORMATION. NO TOPOGRAPHIC SURVEY DATA HAS BEEN USED. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND OTHER NECESSARY INFORMATION TO CONSTRUCT THE PROPOSED WORK.
48. CONTRACTORS SHALL VISIT ALL SITES DURING THE BID PREPARATION PHASE AND FULLY INFORM THEMSELVES OF SITE CONSTRAINTS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE PRESENCE OF TREES, UTILITY POLES, AND GAS MAINS IN, AND ADJACENT TO THE STREETS AND EASEMENTS WHERE WORK IS TO BE PERFORMED.
49. POINT REPAIRS SHALL BE CONDUCTED THROUGH STANDARD OPEN TRENCH EXCAVATION METHODS INCLUDING ALL WORK NECESSARY TO REPLACE THE EXISTING PIPE WITH NEW PIPE OF THE SAME MATERIAL. POINT REPAIRS PERFORMED ON MAINS TO BE REHABILITATED OR REPLACED BY PIPE BURSTING DO NOT REQUIRE A TYPICAL COUPLING PER DETAIL 1, SHEET D-1.
50. THE CONTRACTOR IS RESPONSIBLE IN VERIFYING THE SPOT REPAIR LOCATION, INCLUDING IDENTIFICATION FROM GROUND SURFACE BEFORE BEGINNING ANY EXCAVATION.
51. THE CONTRACTOR IS RESPONSIBLE TO KEEP SEWER MANHOLES AND PIPES FREE AND CLEAR OF CONSTRUCTION DEBRIS, AND SHALL BE INCIDENTAL TO THE COST OF THE SEGMENT.
52. THE CONTRACTOR IS LIABLE FOR SEWER SPILLS ASSOCIATED WITH THIS PROJECT. THIS IS INCLUDING, BUT NOT LIMITED TO SPILLS FROM BYPASSING, MOBILIZATION, DEMOBILIZATION, EXCAVATION, REMOVALS, ETC. ALL SPILLS SHALL ADHERE TO ALL SPECIFICATIONS IMMEDIATELY FOR ANY QUANTIFICATION, TREATMENT, HANDLING, AND REPORTING, ETC. ALL REPARATIONS FOR SPILLS AT NO ADDITIONAL COST TO THE CITY.
53. THE CONTRACTOR SHALL IDENTIFY ALL EXISTING LATERAL CONNECTIONS BEFORE PERFORMING A PIPE BURSTING. AFTER PERFORMING A PIPE BURSTING, THE CONTRACTOR WILL ENSURE ALL EXISTING LATERAL CONNECTIONS ARE RE-ESTABLISHED AND ARE IN GOOD WORKING ORDER. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY LATERAL NOT RECONNECTED AND IN GOOD WORKING ORDER AND WILL MAKE ALL RESTORATIONS AT NO ADDITIONAL COST TO THE CITY.
54. THE CONTRACTOR IS TO ENSURE THAT ALL CONNECTIONS TO EXISTING PIPE ARE MADE AT GOOD SECTIONS OF PIPE. A PIPE SHALL BE DEEMED AS GOOD IF IT IS FOUND WITHOUT ANY BREAKS, CRACKS, RUPTURES, DENTS, OR ANY OTHER VISIBLE DAMAGE.
55. EACH SEGMENT SHALL PERFORM POINT REPAIR AND INFILTRATION GROUTING OPERATIONS BEFORE PERFORMING CIPP OR PIPE BURSTING OPERATIONS, UNLESS OTHERWISE INDICATED.
56. SHALLOW UTILITIES MAY BE PRESENT IN PROJECT AREAS. CONTRACTOR SHALL VERIFY UTILITY DEPTHS OF ANY UTILITY IN CONFLICT WITH WORK BEFORE ANY EXCAVATION OR TRENCH WORK.
57. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXPOSED UTILITIES. THE CONTRACTOR WILL RESTORE ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL EXPENSE TO THE CITY.
58. CONTRACTOR SHALL REFERENCE THE CITY SEWER BLOCK BOOKS FOR LOCATIONS OF ALL MANHOLES NOT SHOWN ON PLANS.

MONUMENT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION AND/OR PERPETUATION OF EXISTING SURVEY MONUMENTS (CURB TAGS, IRON PIPES, STREET MONUMENTS, ETC.) NOTED ON THE PLANS OR FOUND DURING CONSTRUCTION PER SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONAL CODE. IF A SURVEY MONUMENT HAS POTENTIAL OF BEING DISTURBED OR WITHIN 3 FEET OF THE WORK, THE MONUMENT SHALL BE LOCATED, REFERENCED, AND A CORNER RECORD SHALL BE FILED WITH THE SANTA CLARA COUNTY SURVEYOR, AND DUPLICATE OF THE CORNER RECORD SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION. SHOULD ANY SURVEY MONUMENT BE DAMAGED OR DESTROYED DURING CONSTRUCTION, THE CONTRACTOR SHALL RE-ESTABLISH SAID MONUMENT PER CITY STANDARD, FILE A CORNER RECORD WITH THE SANTA CLARA COUNTY SURVEYOR, AND SUBMIT A DUPLICATE OF THE CORNER RECORD TO THE CITY ENGINEER PRIOR TO FINAL PROJECT NOTICE OF COMPLETION ISSUED BY THE DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL, AT HIS/HER EXPENSE, HIRE A LICENSED PROFESSIONAL CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING OR LAND SURVEYOR TO PERFORM THE WORK.
2. MONUMENTS WITHIN THE WORK AREA SHALL BE PRESERVED AS SHOWN IN THE TABLE BELOW. REFER TO PLANS FOR LOCATIONS OF MONUMENTS.

SHEET	LOCATION	NOTE
C-01	CENTER OF MAURICIA AVE AND WOODHAMS RD INTERSECTION	NOTE b
C-01	CENTER OF MAURICIA AVE	NOTE a
C-02	MIDDLE OF FERNANDEZ CUL DE SAC	NOTE a
C-04	CENTER OF WOODLAND AVE AND CRESTVIEW DR INTERSECTION	NOTE b
C-04	CENTER OF WOODLAND AVE (NEAR STA. 41+50)	NOTE b
C-04	CENTER OF WOODLAND AVE (NEAR STA. 42+95)	NOTE a
C-10	CENTER OF GREAT AMERICA PKWY AND OLD GLORY LN INTERSECTION	NOTE a
C-15	CENTER OF WALSH AVE AND SAN TOMAS AQUINO CREEK TRAIL	NOTE a
C-20	CENTER OF SARATOGA AVE AND SAN TOMAS EXPY INTERSECTION	NOTE a
C-29	CENTER OF LAKESIDE DR	NOTE a

a. LOCATION OF FOUND MONUMENT IN MONUMENT BOX. PROTECT (E) MONUMENT IN PLACE.
b. LOCATION OF FOUND MONUMENT IN MONUMENT BOX. CORNER RECORD REQUIRED PRIOR TO CONSTRUCTION. PROTECT (E) MONUMENT IN PLACE.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

GENERAL AND MONUMENT NOTES

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY
TITLE
DATE R.C.E. No.

	INITIAL	DATE
DESIGNED BY	JSM	02/19
DRAWN BY	TPF	02/19
CHECKED BY	TGG	02/19
AS BUILT BY	JSM	06/20

Survey No. N/A
TRACING No. 12291-D
SHEET 3 OF 30

SHEET No. G-03

SYSV: VSIZEIN=1, PSLTSCALE=1, LTSCALE=1
Plotted: Jun 15 , 2020 , 1:09pm by PM78580 Last Saved: Jun 12 , 2020 , 1:23pm by PM78580
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User: TGG TTB=TRUE

TRAFFIC CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE TRAFFIC CONTROL PLANS FOR ALL PHASES OF WORK BASED ON THE LATEST CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND CALTRANS STANDARD PLANS. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULL IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING CONSTRUCTION, AS REQUIRED BY THE CITY ENGINEER/INSPECTOR. A 24–HOUR "ON–CALL" TELEPHONE NUMBER SHALL ALSO BE PROVIDED TO THE CITY BY THE CONTRACTOR FOR SERVICES REQUIRED BEYOND NORMAL WORKDAY OPERATIONS.
3. ACTUAL SIGN INSTALLATION LOCATIONS ARE TO BE DETERMINED IN THE FIELD. SIGN LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER/INSPECTOR PRIOR TO ANY INSTALLATION WORK.
4. SIGNS SHALL BE INSTALLED/PLACED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE CITY.
5. CONTRACTOR SHALL COVER OR REMOVE ANY EXISTING SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS THAT CONFLICT WITH THESE TRAFFIC CONTROL PLANS DURING CONSTRUCTION. REMOVAL OF ROADWAY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH CURRENT CALTRANS AND CA MUTCD STANDARDS. SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS SHALL BE RESTORED TO EXISTING CONDITIONS TO THE SATISFACTION OF THE CITY ENGINEER/INSPECTOR ONCE CONSTRUCTION IS COMPLETE.
6. A MINIMUM OF ONE 10' WIDE TRAVEL LANE PER DIRECTION OF TRAVEL (UNLESS OTHERWISE NOTED ON PLANS) SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
7. TEMPORARY TRAFFIC CONTROL DEVICES SHALL MAINTAIN ACCESS TO FIRE HYDRANTS, BUILDING STANDPIPES AND OTHER EMERGENCY FACILITIES WITHIN THE CONSTRUCTION ZONE.
8. ALL TRAFFIC CONTROL DEVICES (SIGNS, CHANNELIZERS, ETC.) SHALL BE RETROREFLECTIVE AND/OR ILLUMINATED DURING NIGHTTIME TRAFFIC CONTROL.
9. CONTRACTOR SHALL DISPLAY ON ITS BARRICADES COMPANY NAME AND 24–HOUR EMERGENCY TELEPHONE NUMBER IN CASE OF EMERGENCY CALLOUTS.
10. CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN BARRICADES AND OTHER SAFETY MEASURES TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES.
11. THE PARKING OF ANY CONSTRUCTION–RELATED VEHICLES OR STORAGE OF ANY MATERIAL IS NOT ALLOWED ON A PUBLIC STREET OR SIDEWALK UNLESS APPROVED IN ADVANCE BY THE CITY ENGINEER.
12. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT SURFACE, ETC. DAMAGED OR DESTROYED DURING CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER AT ITS SOLE EXPENSE.
13. CONTRACTOR SHALL COORDINATE, FOR ANY ONGOING PROJECTS IN THE VICINITY OF THIS PROJECT, THE ROUTING OF PEDESTRIANS, VEHICLES, AND CONSTRUCTION TRUCKS WITH OTHER CONTRACTORS TO MINIMIZE PUBLIC INCONVENIENCE.
14. SIDEWALKS AND TRAFFIC LANES SHALL REMAIN OPEN WHEN NO ACTIVITY IS PLANNED AND/OR BETWEEN SCHEDULED CLOSURES. SIDEWALKS AND TRAFFIC LANES SHALL BE OPENED AT THE END OF EACH WORKDAY.
15. WHEN USED FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC CONTROL, STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE.
16. CONTRACTOR SHALL DETERMINE PROJECT PHASING AND ACTUAL DURATION OF EACH PHASE AND SHALL SUBMIT AN ACTIVITY DURATION TABLE TO THE CITY PUBLIC WORKS INSPECTOR PRIOR TO START OF CONSTRUCTION.
17. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING THE TRENCHES AND PLACING TRAFFIC–RATED STEEL PLATES TO REOPEN THE TRAFFIC LANES TO TRAFFIC DURING NON–WORK HOURS. STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE TO PROVIDE SMOOTH AND SAFE DRIVING CONDITIONS.
18. SANDBAGS AND/OR GRAVEL BAGS SHALL BE PLACED OVER THE BASE LEGS OF BARRICADE–MOUNTED SIGNS TO PREVENT ANY OVERTURNING.
19. NOT USED.
20. PROVIDE CONTINUOUS TEMPORARY ACCESS TO ALL SIDE STREETS, ALLEYS, DRIVEWAYS, BUS STOPS, AND PARKING LOTS
21. CONTRACTOR SHALL PREPARE PEDESTRIANS DETOUR PLANS WHEREVER THE SIDEWALK IS CLOSED DUE TO CONSTRUCTION.
22. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN OF ROADWAY CLOSURE FOR REVIEW AND APPROVAL PRIOR TO ANY CLOSURE AND CONSTRUCTION. COORDINATE WITH SCC ROAD AND AIRPORTS FOR ANY CLOSURE AND CONSTRUCTION ACTIVITIES ON SAN TOMAS EXPRESSWAY.
23. BARRICADES SHALL BE INSTALLED AROUND EXCAVATED AREAS.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

ARBORIST NOTES:

I. GENERAL

1. NO CUTTING OF ANY PART OF CITY TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT SECURING APPROVAL AND DIRECT SUPERVISION FROM THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY (408) 615–3080.
2. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST.
3. WHEN CONSTRUCTION OCCURS WITHIN THE DRIP LINE OF EXISTING TREES, CONTRACTOR SHALL PILE THE SOIL ON THE SIDE AWAY FROM THE TREE. WHEN THIS IS NOT POSSIBLE, PLACE SOIL ON PLYWOOD, TARP, OR 4" – 5" THICK BED OF MULCH. THIS IS TO PREVENT CUTTING INTO THE SOIL SURFACE WHEN THE BACKHOE OR TRACTOR BLADE REFILLS THE TRENCH.
4. REFILL OPEN TRENCHES QUICKLY WITHIN HOURS OF EXCAVATION WHEN THEY OCCUR WITHIN THE DRIP LINE OF EXISTING TREES. IF THIS IS NOT POSSIBLE AND THE WEATHER IS HOT, DRY, OR WINDY, CONTRACTOR MUST KEEP ROOT ENDS MOIST BY COVERING THEM WITH WET BURLAP. IF THE TEMPERATURE IS 80°F OR GREATER, THE BURLAP MUST BE INSPECTED EVERY HOUR, AND RE–WET AS NECESSARY TO MAINTAIN A CONSTANT COOL MOIST CONDITION. SMALL ROOTS CAN DRY OUT AND DIE IN 10–15 MINUTES. LARGER ROOTS CAN SUCCUMB IN AN HOUR OR LESS UNDER UNFAVORABLE WEATHER CONDITIONS.
5. WHEN ROOTS 2" OR LARGER ARE REQUIRED TO BE CUT, SHOVEL BY HAND NEAR THE ROOTS AND PRUNE THE ROOTS WITH AN INDUSTRY–APPROVED PRUNING TOOL. ROOTS THAT ARE ACCIDENTALLY BROKEN SHOULD BE PRUNED TWO INCHES FROM THE DAMAGED END. CRUSHED OR TORN ROOTS ARE MORE LIKELY TO ALLOW DECAY TO BEGIN. SHARPLY CUT ROOTS PRODUCE A FLUSH OF NEW ROOTS HELPING THE TREE TO RECOVER FROM ITS INJURY.
6. CONTRACTOR SHALL NOTIFY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY 72 HOURS IN ADVANCE OF ANY WORK REQUIRING DIGGING AROUND OR WITHIN THE DRIP LINE OF EXISTING TREES.
7. A CLEAR SYSTEM OF FLAGGING MUST BE PROVIDED AROUND TREES WITHIN 20' OF THE PROPOSED GRADING. CONTRACTOR SHALL SECURE APPROVAL OF SUCH SYSTEM FROM THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
8. MATERIALS, EQUIPMENT, TEMPORARY BUILDINGS, FUELS, PAINTS, AND OTHER CONSTRUCTION ITEMS SHALL NOT BE PLACED WITHIN THE DRIP LINE OF EXISTING TREES.
9. FENCE ALL TREES TO BE RETAINED TO COMPLETELY ENCLOSE THE TREE PROTECTION ZONE PRIOR TO DEMOLITION, GRUBBING, OR GRADING. FENCING SHALL BE PLACED AT THE DRIP LINE OF EXISTING TREES OR, IF POSSIBLE, 1.5 TIMES THE RADIUS OF THE DRIP LINE OUT FROM THE TRUNK OF THE TREE. A WARNING SIGN SHALL BE PROMINENTLY DISPLAYED ON EACH FENCE. THE SIGN SHALL BE A MINIMUM OF 8.5"x11" AND CLEARLY STATE **"WARNING - TREE PROTECTION ZONE THIS FENCE SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE CITY ARBORIST/PROJECT ARBORIST."** FENCES SHALL BE 6–FOOT TALL CHAINLINK OR EQUIVALENT, AS APPROVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. FENCES SHALL REMAIN UNTIL ALL GRADING AND CONSTRUCTION WORK IS COMPLETED. IN ADDITION, WRAP ALL TREES WITH STRAW WADDLE UP TO THE FIRST MAIN BRANCH, THEN WRAP SNOW FENCING AROUND THE WADDLE ON ALL TREES IN THE CONSTRUCTION ZONE TO PROTECT THEM FROM BARK DAMAGE CAUSED BY THE WORK.
10. NO TRENCHING SHALL BE DONE WITHIN THE DRIP LINE OF EXISTING TREES WITHOUT THE APPROVAL OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. OPEN TRENCHING IN THE ROOT ZONE OF A PUBLIC TREE IS PROHIBITED EXCEPT IN CASES WHERE THE TRENCHING FALLS OUTSIDE THE DRIP LINE OF THE TREE INVOLVED. EXCEPTIONS MAYBE ALLOWED IF, IN THE OPINION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY, THE IMPACT OF TRENCHING ON THE TREE WILL BE NEGLIGIBLE.
11. ANY CUTTING OF EXISTING ROOTS OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. ANY CUTTING OF EXISTING ROOTS OF PRIVATE TREES SHALL BE DONE WITH APPROVED EQUIPMENT UNDER THE DIRECT SUPERVISION OF AN ISA–CERTIFIED ARBORIST.
12. GRADING SHOULD NOT CREATE DRAINAGE PROBLEMS FOR TREES BY CHANNELING WATER INTO THEM, OR CREATING SUNKEN AREAS.
13. ALL GRADING WITHIN THE DRIP LINE OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. ALL GRADING WITHIN THE DRIP LINE OF PRIVATE TREES SHALL BE DONE WITH APPROVED EQUIPMENT UNDER THE DIRECT SUPERVISION OF AN ISA–CERTIFIED ARBORIST. THE ORIGINAL GRADE AT THE BASE OF EXISTING TREES SHALL NOT BE MODIFIED. IF A GRADE INCREASE IS NECESSARY, DRY WELLS SHOULD BE USED.
14. WHEN TRENCHING IS ALLOWED WITHIN THE DRIPLINE OF EXISTING TREES, THE CONTRACTOR MUST FIRST CUT ROOTS WITH A VERMEER ROOT CUTTER PRIOR TO ANY TRENCHING TO AVOID TUGGING OR PULLING OF ROOTS.
15. TREES THAT ARE DETERMINED TO BE REMOVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY DUE TO AN UNFORESEEN CIRCUMSTANCE DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR. THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY SHALL DETERMINE THE REPLACEMENT SPECIES, SIZE, QUANTITY, AND SPACING.
16. PLACE 4"–5" THICK MULCH AROUND ALL EXISTING TREES (OUT TO THEIR DRIP LINE) THAT ARE TO BE RETAINED PRIOR TO ANY CONSTRUCTION. THIS WILL HELP MAINTAIN MOISTURE UNDER THE TREE WITHIN THE FENCING AREA.
17. BORE PITS ARE NOT ALLOWED WITHIN THE DRIP LINE OF ANY TREE.

II. BORING (NOT USED)

III. TREE PROTECTION

1. CONTRACTOR SHALL TAG AND IDENTIFY EXISTING TREES WHICH ARE TO REMAIN WITHIN THE PROJECT LIMITS AND ON THE PUBLIC RIGHT–OF–WAY PRIOR TO START OF WORK. PROTECT ALL TAGGED TREES AT ALL TIMES FROM DAMAGE BY THE WORK. TREATMENT OF ALL MINOR DAMAGE TO TAGGED TREES SHALL BE PERFORMED BY ISA–CERTIFIED ARBORIST OR OTHER PERSONNEL APPROVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. IF A TAGGED TREE IS PERMANENTLY DISFIGURED OR KILLED AS A RESULT OF THE WORK, CONTRACTOR SHALL REMOVE THE TREE, INCLUDING ITS ROOTS, FROM THE SITE AND REPLACE EACH REMOVED TREE WITH AN EQUAL–SIZED TREE. IF SUCH REPLACEMENT IS NOT POSSIBLE, THE CONTRACTOR SHALL REIMBURSE TO THE TREE OWNER THE AMOUNT LISTED IN THE TABLE BELOW. THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY SHALL BE THE SOLE JUDGE OF THE CONDITION OF ANY TREE. CONTRACTOR SHALL PROVIDE REGULAR WATERING OF EXISTING LANDSCAPING WITHIN THE CONSTRUCTION AREA THROUGH THE CONSTRUCTION PERIOD.
2. CONTRACTOR SHALL PAY THE TREE OWNER THE VALUE OF EXISTING TREES TO REMAIN THAT DIED OR WERE DAMAGED BECAUSE OF THE CONTRACTOR'S FAILURE TO PROVIDE ADEQUATE PROTECTION AND MAINTENANCE. THE PAYMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE OF VALUES, USING "TREE CALIPER" METHOD ESTABLISHED IN THE MOST RECENT ISSUE OF THE "GUIDE FOR ESTABLISHING VALUES OF TREES AND OTHER PLANTS," PREPARED BY THE COUNCIL OF TREE AND LANDSCAPE ARCHITECTS.

7	INCHES	$	2,400
8	INCHES	$	3,400
9	INCHES	$	4,400
10	INCHES	$	5,200
11	INCHES	$	6,200
12	INCHES	$	7,200
13	INCHES	$	8,200

14	INCHES	$	9,200
15	INCHES	$	10,000
16	INCHES	$	11,000
17	INCHES	$	12,000
18 INCHES AND OVER: ADD FOR EACH CALIPER INCH		$	1,200

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER — JAMES S. MAHAFFY — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

TRAFFIC & ARBORIST NOTES

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY
TITLE
DATE
R.C.E. No.

	INITIAL	DATE
DESIGNED BY	JSM	02/19
DRAWN BY	TPF	02/19
CHECKED BY	TGG	02/19
AS BUILT BY	JSM	06/20

Survey No. N/A
TRACING No. 12291-D
SHEET 4 OF 30

SHEET No. G-04

Plotted: Jun 15 , 2020 , 1:10pm by PM78580 Last Saved: Jun 12 , 2020 , 1:22pm by PM78580
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User: TGG
SYSV: WSREDIM=1, PSLTSCALE=1, LTSCALE=1

PIPE SEGMENT ESTIMATED FLOW INFORMATION

SEGMENT #	EXISTING PIPE DIAMETER (IN)	EXISTING PIPE MATERIAL	ESTIMATED AVERAGE DRY WEATHER FLOW (MGD)	ESTIMATED PEAK DRY WEATHER FLOW (MGD)	ESTIMATED MAX WET WEATHER FLOW (MGD)	PIPE PEAK FLOW CAPACITY (MGD)
1	8	VCP	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8
2	8	VCP	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8
4	6	VCP	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8
~~10-WEST~~	~~24~~	~~VCP~~	~~0.71~~	~~1.21~~	~~3.47~~	~~44.86~~
~~10-CENTER~~	~~18~~	~~VCP~~	~~0.80~~	~~1.40~~	~~4.34~~	~~46.73~~
~~10-EAST~~	~~24~~	~~VCP~~	~~0.71~~	~~1.21~~	~~3.44~~	~~45.05~~
11-WEST	15	VCP	0.53	0.64	1.08	0.00
11-CENTER	18	VCP	0.87	1.07	1.80	0.00
11-EAST	18	VCP	1.21	1.48	2.51	0.00
15	15	VCP	0.02	0.03	0.10	1.93
17	15	VCP	0.44	0.66	1.20	3.37
18	15	VCP	0.44	0.66	1.20	1.91
19	15	VCP	0.40	0.60	1.08	2.32
20	15	VCP	0.18	0.28	0.51	7.42
21	12	VCP	0.18	0.28	0.51	2.27
22	12	VCP	0.18	0.28	0.51	2.06
23	10	VCP	0.14	0.21	0.24	0.77
29	24	RCP	2.18	3.57	7.70	11.37
30	24	RCP	2.18	3.57	7.67	9.64
31	24	RCP	2.18	3.57	7.66	8.84
32	24	RCP	2.12	3.49	7.55	9.31
33	30	RCP	2.30	3.70	7.79	11.19
34	30	RCP	3.66	5.24	9.39	10.85
35	45	VCP	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8	SEE NOTE 8
36	24	RCP	2.18	3.57	7.66	7.55
37	24	RCP	2.18	3.57	7.66	11.65
38	24	RCP	2.18	3.57	7.66	12
39	24	RCP	2.18	3.57	7.66	9.22
40	24	RCP	2.18	3.57	7.66	8.34
41	24	RCP	2.18	3.57	7.66	9.39

△ DELETED FROM CONTRACT

NOTES:

1. THE ABOVE TABLE PRESENTS FLOW ESTIMATE DATA TAKEN FROM THE CITY OF SANTA CLARA'S SEWER SYSTEM MODEL AND IS PRESENTED FOR THE CONTRACTOR'S REFERENCE IN PREPARING BYPASS PUMPING PLANS FOR EACH SEWER SEGMENT DESIGNATED FOR REHABILITATION UNDER THIS CONTRACT.
2. AS A MINIMUM, BYPASS PUMPING SYSTEMS SHALL INCLUDE A PRIMARY PUMP AND A BACKUP STANDBY PUMP, EACH SIZED TO HANDLE THE ESTIMATED PEAK DRY WEATHER FLOW WHEN SEWER BYPASSING OCCURS BETWEEN MAY 1ST AND SEPTEMBER 30TH. FOR SEWAGE BYPASSING WHICH OCCURS BETWEEN OCTOBER 1ST AND APRIL 30TH, THE TOTAL COMBINED INSTALLED BYPASS PUMPING CAPACITY SHALL BE EQUAL OR EXCEED THE ESTIMATED MAX WET WEATHER FLOW.
3. FOR ALL SEWER SEGMENTS 12-INCHES AND LARGER IN DIAMETER, THE BACKUP STANDBY PUMP AND ITS DRIVER SHALL BE INSTALLED AND IMMEDIATELY READY TO OPERATE IN THE CASE OF A FAILURE OR INABILITY OF THE PRIMARY PUMP TO PASS FLOWS WITHOUT CAUSING SURCHARGING OF THE SEWER LINES UPSTREAM OF THE SECTION OF SEWER BEING BYPASSED.
4. FOR ALL SEWER SEGMENTS 12-INCHES AND SMALLER IN DIAMETER, THE BACKUP STANDBY PUMP (AND ITS DRIVER) SHALL BE AT THE SITE OF THE BYPASSING AND READY TO INSTALL IN THE CASE OF A FAILURE OR INABILITY OF THE PRIMARY PUMP TO PASS FLOWS WITHOUT CAUSING SURCHARGING OR THE SEWER LINES UPSTREAM OF THE SECTION OF SEWER BEING BYPASSED.
5. SEWAGE BYPASS LINES FOR SEWER SEGMENTS 12-INCHES AND LARGER SHALL BE RIGID PIPE OR HARD SUCTION HOSE. ALL BYPASSING LINES SHALL BE LEAK FREE. HOSES WILL NOT BE PERMITTED WHERE VEHICLES CAN CROSS OVER THE BYPASS LINES. PROVIDE DRIVEWAY APRON RAMP SECTIONS WHERE BYPASS LINES CROSS IN FRONT OF ANY ACCESSWAY TO A PROPERTY. BYPASS LINES PASSING ACROSS STREETS AND INTERSECTIONS WHICH CANNOT BE DETOURED ARE TO BE INSTALLED IN SLIT TRENCHES.
6. REFER TO TECHNICAL SPECIFICATION SECTION 03220 SEWAGE FLOW CONTROL, FOR BYPASS PUMPING PLAN SUBMITTAL REQUIREMENTS AND FOR MINIMUM EQUIPMENT REQUIREMENTS PERTAINING TO SEWAGE BYPASSING.
7. REFER TO NOTES ON THE INDIVIDUAL PLAN OVER PROFILE SHEETS RELATING TO SITE SPECIFIC REQUIREMENTS, RESTRICTIONS, AND RELATED DATA WHICH ARE TO BE REFLECTED IN THE BYPASS PUMPING SYSTEMS TO BE EMPLOYED AT EACH SITE.
8. FLOW INFORMATION NOT INCLUDED IN CITY OF SANTA CLARA'S SEWER MODEL. CONTRACTOR SHALL USE OWN CALCULATIONS TO ESTIMATE BYPASS NEEDS BASED ON PIPE SEGMENT'S PIPE DIAMETER AND SLOPE, AND SHALL BE CAPABLE OF HANDLING EXISTING FLOWS PLUS ADDITIONAL WET WEATHER FLOW. FOR BIDDING PURPOSES, CONTRACTOR SHALL ASSUME THEY WILL NEED SUFFICIENT BYPASSING CAPACITY (INSTALLED AND STANDBY) TO HANDLE THE PIPE'S FULL CAPACITY.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/12/20	△	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

PIPE SEG. FLOW INFORMATION

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No.
DRAWN BY	TPF	02/19	12291-D
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 5 OF 30

SHEET No. G-05

Plotted: Jul 16 , 2020 , 12:00pm by PM78580 Last Saved: Jul 16 , 2020 , 11:58am by PM78580
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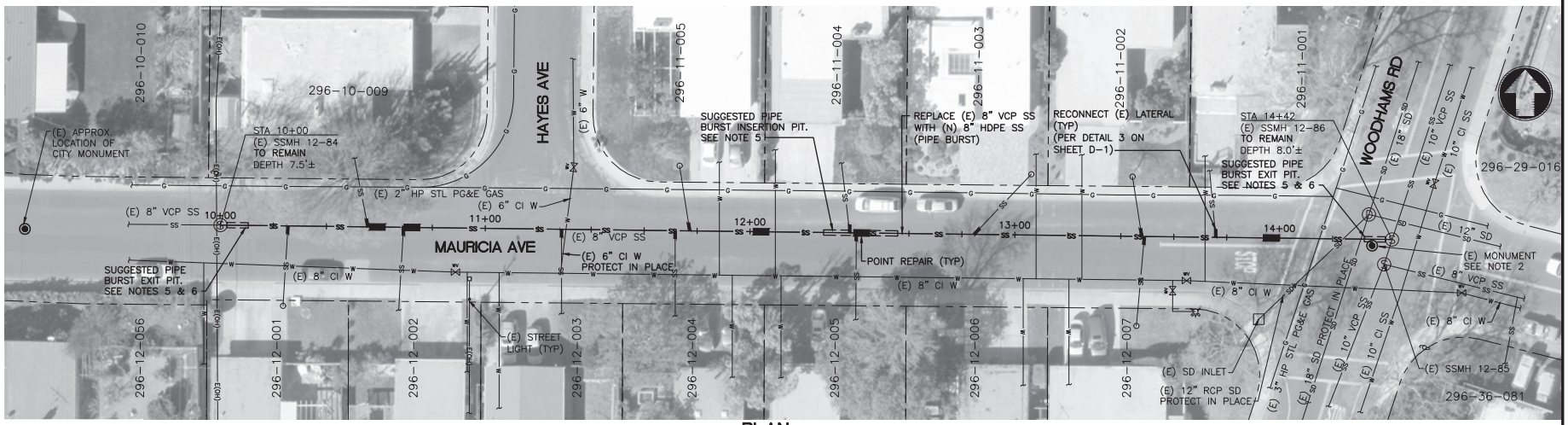
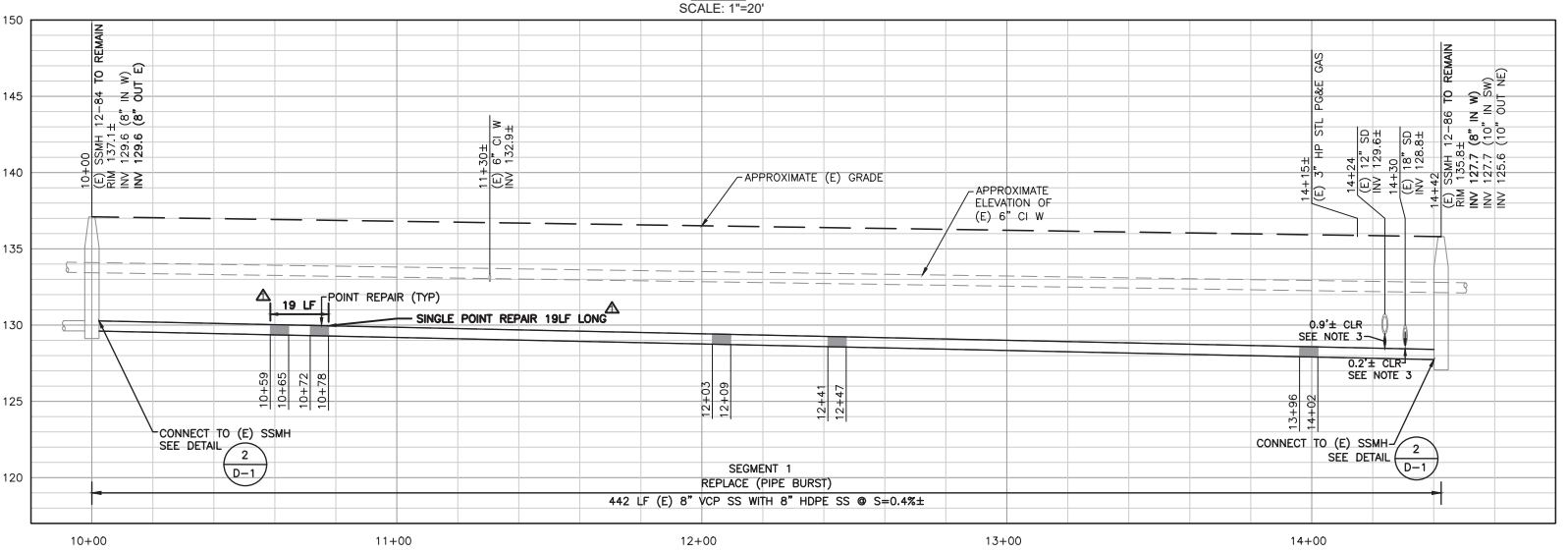


PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL PROTECT IN PLACE. IF MONUMENT IS DISTURBED BY CONSTRUCTION, MONUMENT SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. REPLACEMENT WORK SHALL BE COORDINATED AND DOCUMENTED WITH THE CITY ENGINEER. REFER TO SHEET G-04 FOR ADDITIONAL MONUMENT NOTES.
3. FOR CLEARANCES LESS THAN 12", REFER TO CITY STANDARD DETAILS MI-3 OR M2-4.
4. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
5. SUGGESTED PIPE-BURSTING PITS ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL LOCATE AND PROVIDE PITS AT THEIR OWN DISCRETION AND RISK. ALL PIT SITES SHOWN ARE ESTIMATED AND APPROXIMATE. CONTRACTOR SHALL PROVIDE THEIR OWN PIPE BURST OPERATIONS, EQUIPMENT, CALCULATIONS, AND PIT EXCAVATIONS FOR REVIEW BY THE ENGINEER AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
6. CONTRACTOR MAY USE MANHOLES FOR BURSTING HEAD REMOVAL. EXIT PIT OR MANHOLE MODIFICATIONS AND EQUIPMENT USED SHALL BE INCLUDED IN CONTRACT SUBMITTALS.
7. ENGINEER CALCULATIONS INDICATE A NEED FOR AN INTERMEDIATE PIT TO PREVENT EXCEEDING SAFE PULLING FORCES OF DR17 HDPE PIPE. CONTRACTOR MAY PROPOSE ALTERNATIVE METHODS TO PREVENT EXCEEDING PIPE TENSILE STRENGTH DURING BURSTING OPERATIONS FOR ENGINEER REVIEW.
8. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
9. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
10. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 12-84 TO MH 12-86 LOCATED ADJACENT TO ROAD CENTER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 01 - MAURICIA AVE

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JM	02/19	TRACING No. 12291-D
DRAWN BY	TF	02/19	
CHECKED BY	TG	02/19	
AS BUILT BY	JSM	06/20	SHEET 6 OF 30

SHEET No. C-01

Plotted: Jun 15 , 2020 , 1:11pm by PM78580 Last Saved: Jun 12 , 2020 , 12:04pm by PM78580
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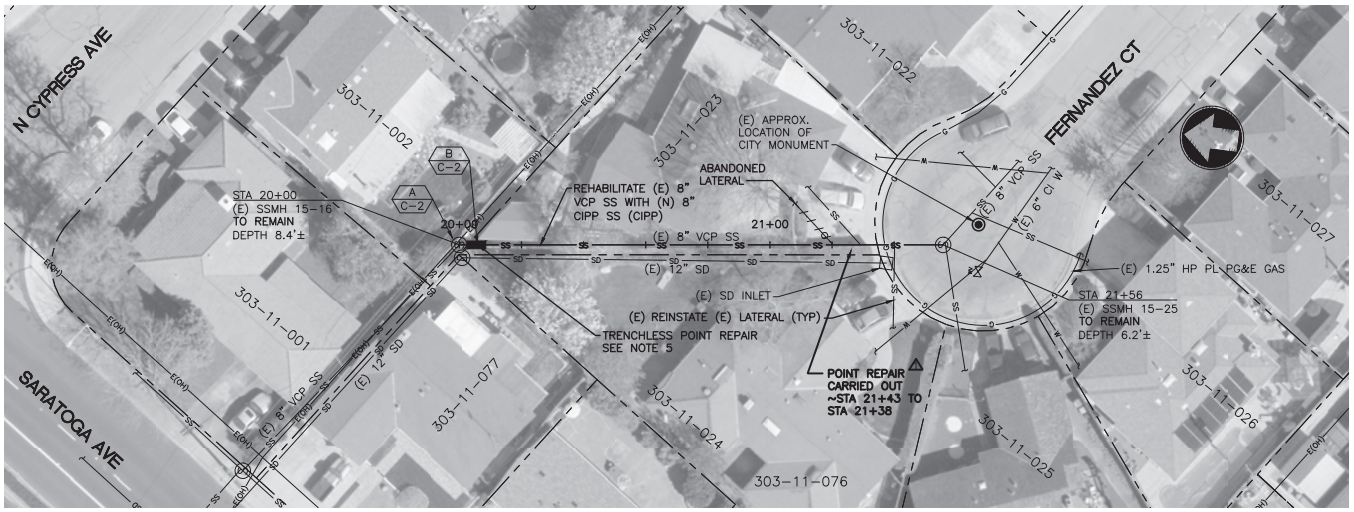
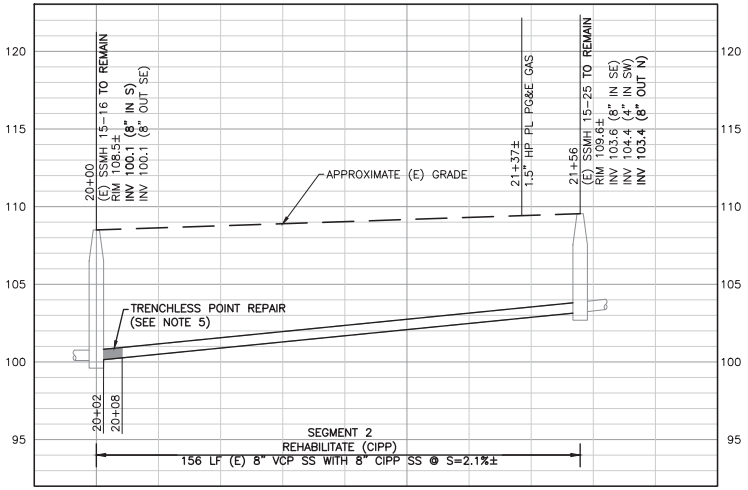


PLAN
SCALE: 1"=20'

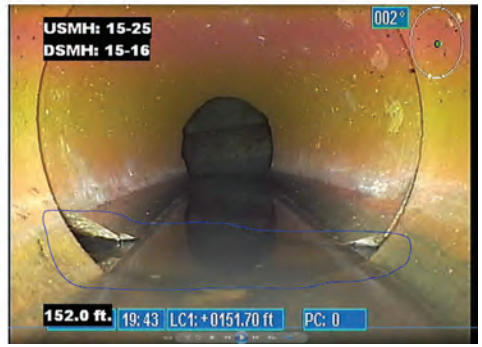
A C-2 MH 15-16 GROUND SURFACE

NOTES:

1. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. ACCESS TO SSMH 15-16 IS LIMITED TO PRIVATE BACKYARD PATHWAYS. CONTRACTOR SHALL COORDINATE ALL ACCESS WITH AFFECTED HOME OWNERS AND RESIDENTS IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
4. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL FILL VOID LOCATED 2.5 FT FROM MH 15-16 WITH NON-SHRINK GROUT PRIOR TO PERFORMING ANY CIPP OPERATIONS FROM WITHIN MANHOLE AND EXISTING SEWER. PAYMENT FOR TRENCHLESS POINT REPAIR SHALL BE CONSIDERED AS INCLUDED IN THE COSTS TO CIPP THE EXISTING 8-INCH SANITARY SEWER MAIN. NO ADDITIONAL PAYMENT SHALL BE MADE THEREFORE.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 15-25 TO MH 15-16 LOCATED ADJACENT TO PROPERTY LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT



B C-2 2.5 FT FROM MH 15-16

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

PROFESSIONAL ENGINEER — JAMES S. MAHAFFEY — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08		
ACCOUNT No.	594-4443-80300-1912		
DATE	No.	REVISION	BY
6/15/20	Δ	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 02 - FERNANDEZ CT

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No.
DRAWN BY	TPF	02/19	12291-D
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 7 OF 30

SHEET No. C-02

Plotted: Jun 15 , 2020 , 1:13pm by PM78580 Last Saved: Jun 12 , 2020 , 12:08pm by PM78580
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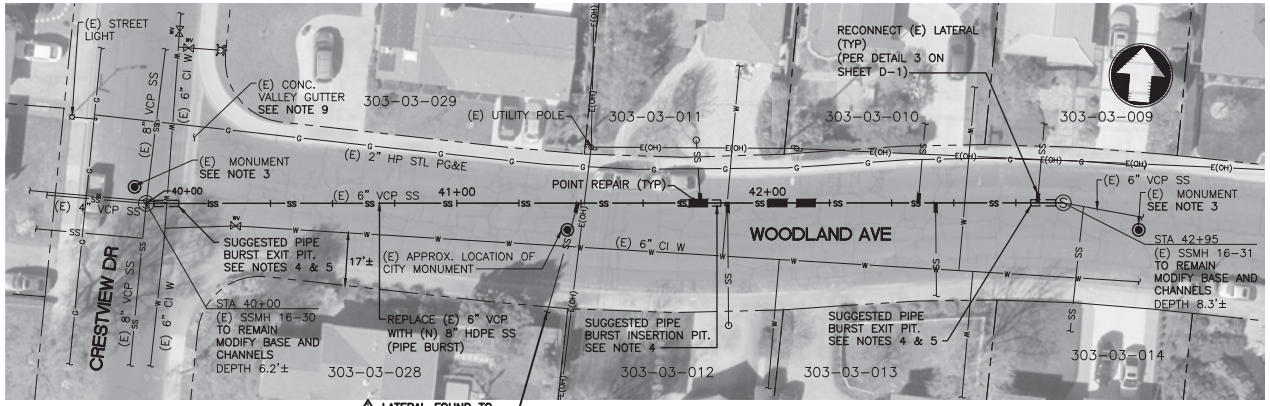
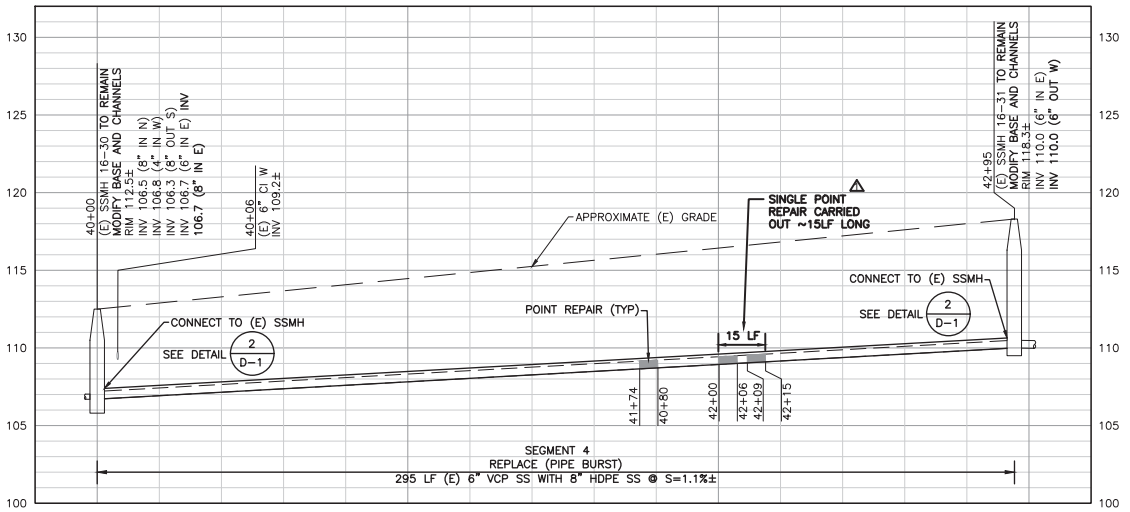


PLAN
SCALE: 1"=20'

NOTES:

1. ELEVATIONS ARE BASED ON CITY SURVEY INFORMATION WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
3. CONTRACTOR SHALL PROTECT (E) CITY MONUMENT IN PLACE. IF MONUMENT IS DISTURBED BY CONSTRUCTION, MONUMENT SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. REPLACEMENT WORK SHALL BE COORDINATED AND DOCUMENTED WITH THE CITY ENGINEER. REFER TO SHEET G-04 FOR ADDITIONAL MONUMENT NOTES.
4. SUGGESTED PIPE-BURSTING PITS ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL LOCATE AND PROVIDE PITS AT THEIR OWN DISCRETION AND RISK. ALL PIT SITES SHOWN ARE ESTIMATED AND APPROXIMATE. CONTRACTOR SHALL PROVIDE THEIR OWN PIPE BURST OPERATIONS, EQUIPMENT, CALCULATIONS, AND PIT EXCAVATIONS FOR REVIEW BY THE ENGINEER AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. CONTRACTOR MAY USE MANHOLES FOR BURSTING HEAD REMOVAL. EXIT PIT OR MANHOLE MODIFICATIONS AND EQUIPMENT USED SHALL BE INCLUDED IN CONTRACT SUBMITTALS.
6. ENGINEER CALCULATIONS INDICATE A NEED FOR AN INTERMEDIATE PIT TO PREVENT EXCEEDING SAFE PULLING FORCES OF DR17 HDPE PIPE. CONTRACTOR MAY PROPOSE ALTERNATIVE METHODS TO PREVENT EXCEEDING PIPE TENSILE STRENGTH DURING BURSTING OPERATIONS FOR ENGINEER REVIEW.
7. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
8. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO REPLACE VALLEY GUTTER IN KIND BETWEEN (E) NEAREST CONSTRUCTION JOINTS IF DISTURBED. COST TO REPLACE DISTURBED VALLEY GUTTER SHALL BE INCLUDED IN COSTS TO COMPLETE PIPE BURSTING AND NO SEPARATE PAYMENT SHALL BE MADE. REFER TO CITY STANDARD DETAIL ST-13.
10. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 16-31 TO MH 16-30 LOCATED ADJACENT TO AND NORTH OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JARED S. MARTIN C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	⚠	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 04 - WOODLAND AVE

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 8 OF 30

SHEET No. C-04

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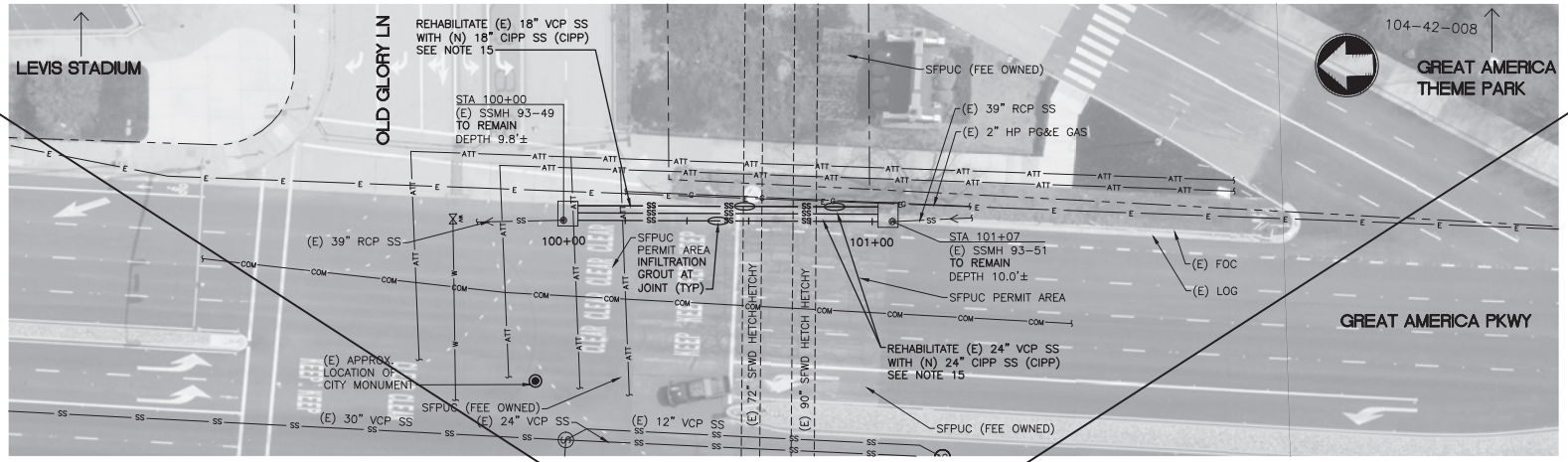
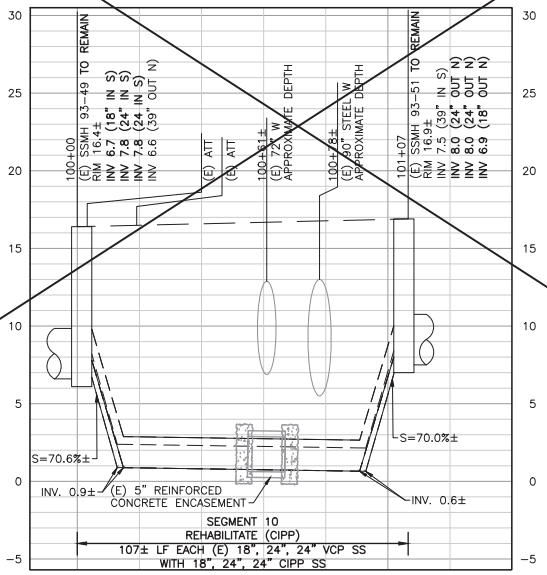


PLAN
SCALE: 1"=20'

NOTES:
1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ELEVATIONS ARE BASED ON CITY PROVIDED AS-BUILT DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. CONTRACTOR MAY REFER TO CITY TRACING NO. 1408 DATED JUNE, 1960 FOR RECORD INFORMATION.
4. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
5. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
7. CONSTRUCTION ACTIVITIES SHALL NOT OVERLAP WITH ANY MAJOR EVENT AT SANTA CLARA CONVENTION CENTER, LEVI'S STADIUM AND CALIFORNIA GREAT AMERICA THEME PARK.
8. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED WITHIN MH 93-51 AND WITHIN MH 93-43 AS NEEDED TO ROUTE FLOWS OUT OF AND AWAY FROM PIPE SIPHON TO OTHER PIPE SIPHONS DURING REHABILITATION OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
9. NIGHT WORK IS PERMITTED AND PREFERRED FOR SEGMENT 10.
10. INFILTRATION GROUTING SHALL BE PERFORMED BEFORE PERFORMING CIPP.
11. THE CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, WATER SUPPLY AND TREATMENT DIVISION ("SFPUC") OWNS AND OPERATES TWO WATER AQUEDUCTS THAT CROSS THE PROJECT ALIGNMENT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) 48 HOURS BEFORE ANY CONSTRUCTION IN THE VICINITY OF THE SFPUC AQUEDUCTS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE SFPUC CONSTRUCTION INSPECTOR, MR. ALBERT HAO, AT (650) 871-3015, AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE START OF ON-SITE CONSTRUCTION IN THE VICINITY OF THE SFWD ROW. IN THE EVENT OF EMERGENCY INVOLVING SFPUC FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY SFPUC BY CALLING SFPUC MILLBRAE DISPATCH AT 650-872-5900.
12. NO MECHANICAL EXCAVATION IS ALLOWED WITHIN 24 INCHES OF SFPUC PIPELINES, DIGGING WITHIN 24 INCHES OF PIPELINE MUST BE DONE WITH HAND TOOLS. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED WITHOUT PRIOR WRITTEN APPROVAL OF THE SFPUC.
13. CONTRACTOR SHALL OBTAIN CONSENT FROM THE SFPUC TO POTHOLE SFPUC PIPELINE TO DETERMINE THE PIPE DEPTH PRIOR TO ANY EXCAVATION. THE POTHOLING SHALL BE CARRIED OUT BY SOIL VACUUM EXTRACTION METHOD.
14. MAXIMUM EXTERNAL LOADING OVER SFPUC PIPELINE IS AASHTO H-10 LOADING WITH A MINIMUM OF 3 FEET SOIL COVER (OR H-20 LOADING WITH A MINIMUM OF 4 FEET SOIL COVER). IF LOADING CONDITIONS EXCEED ABOVE, ENGINEERING CALCULATIONS AS SHOWN IN AWWA, M9 MUST BE SUBMITTED TO THE SFPUC TO SHOW THAT PROPOSED CONDITIONS WOULD IMPOSE A LOAD OF LESS THAT 500 PSF ONTO THE PIPELINE.
15. CONTRACTOR TO FIELD VERIFY CORRECT LOCATION FOR EACH SIPHON DIAMETER AS SHOWN. AS-BUILT AND CCTV INFORMATION DIFFERED ON THE LOCATION OF THE 18-INCH SIPHON.
16. THE CONTRACTOR SHALL NOTIFY THE TRAFFIC ENGINEER 48 HOURS PRIOR TO COMMENCING WORK AT THIS INTERSECTION.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

SEGMENT 10
DELETED FROM CONTRACT ⚠

INFILTRATION GROUT REPAIR LOCATIONS

PIPE SEGMENT	PIPE DIAMETER	INFILTRATION GROUT LOCATION
WEST	24"	100+50.1
EAST	18"	100+58.5
EAST	18"	100+87.6

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/12/20	⚠	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 10 - GREAT AMERICA PKWY

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 9 OF 30

SHEET No. C-10

Plotted: Jul 16 , 2020 , 12:28pm by PM78580 Last Saved: Jul 16 , 2020 , 12:15pm by PM78580
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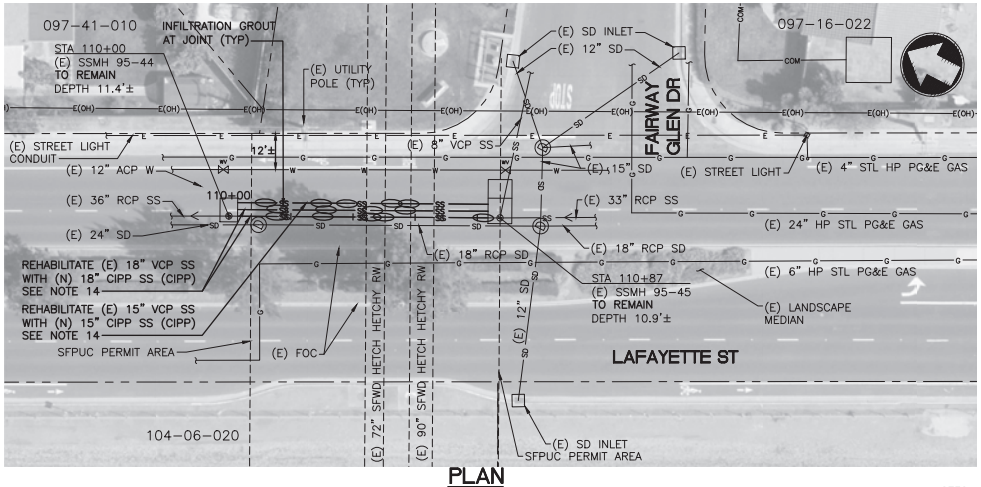
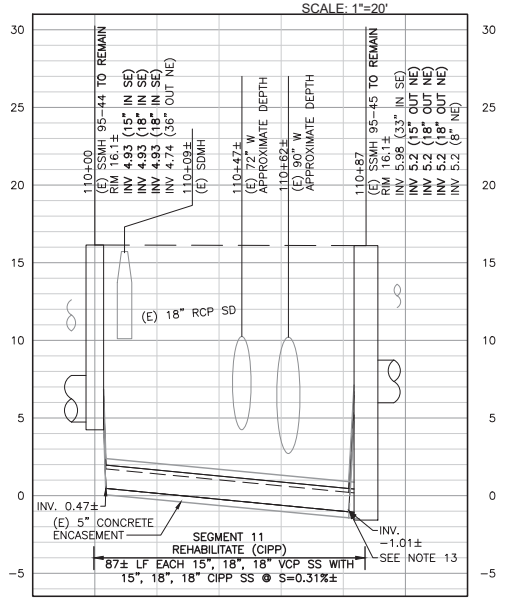


PLAN

SCALE: 1"=20'



PROFILE

SCALE: 1"=20' HORIZ
1"=4' VERT

INFILTRATION GROUT REPAIR LOCATIONS		
PIPE SEGMENT	PIPE DIAMETER	INFILTRATION GROUT LOCATION
WEST	18"	110+12.4
WEST	18"	110+27.5
WEST	18"	110+42.9
WEST	18"	110+47.2
WEST	18"	110+79.3
CENTER	18"	110+13.1
CENTER	18"	110+28.6
CENTER	18"	110+43.6
CENTER	18"	110+54.0
EAST	15"	110+8.9
EAST	15"	110+26.8
EAST	15"	110+35.4
EAST	15"	110+49.8
EAST	15"	110+55.2

⚠ INFILTRATION GROUT PERFORMED ON ALL JOINTS

NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ELEVATIONS ARE BASED ON CITY PROVIDED AS-BUILT DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. CONTRACTOR MAY REFER TO CITY TRACING NUMBER 7075, DATED JULY 1956 FOR RECORD INFORMATION.
4. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
5. CONSTRUCTION ACTIVITIES SHALL NOT OVERLAP WITH ANY MAJOR EVENT AT SANTA CLARA CONVENTION CENTER, LEVI'S STADIUM AND CALIFORNIA GREAT AMERICA THEME PARK.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED WITHIN MH 95-45 AND WITHIN MH 95-44 AS NEEDED TO ROUTE FLOWS OUT OF AND AWAY FROM PIPE SIPHON TO OTHER PIPE SIPHONS DURING REHABILITATION OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
7. NIGHT WORK IS PERMITTED AND PREFERRED FOR SEGMENT 11.
8. INFILTRATION GROUTING SHALL BE PERFORMED BEFORE PERFORMING CIPP OPERATIONS.
9. THE CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, WATER SUPPLY AND TREATMENT DIVISION ("SFPUC") OWNS AND OPERATES TWO WATER AQUEDUCTS THAT CROSS THE PROJECT ALIGNMENT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) 48 HOURS BEFORE ANY CONSTRUCTION IN THE VICINITY OF THE SFPUC AQUEDUCTS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE SFPUC CONSTRUCTION INSPECTOR, MR. ALBERT HAO, AT (650) 871-3015, AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE START OF ON-SITE CONSTRUCTION IN THE VICINITY OF THE SFPUC ROW. IN THE EVENT OF EMERGENCY INVOLVING SFPUC FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY SFPUC BY CALLING SFPUC MILLBRAE DISPATCH AT 650-872-5900.
10. NO MECHANICAL EXCAVATION IS ALLOWED WITHIN 24 INCHES OF SFPUC PIPELINES, DIGGING WITHIN 24 INCHES OF PIPELINE MUST BE DONE WITH HAND TOOLS. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED WITHOUT PRIOR WRITTEN APPROVAL OF THE SFPUC.
11. CONTRACTOR SHALL OBTAIN CONSENT FROM THE SFPUC TO POTHOLE SFPUC PIPELINE TO DETERMINE THE PIPE DEPTH PRIOR TO ANY EXCAVATION. THE POTHOLING SHALL BE CARRIED OUT BY SOIL VACUUM EXTRACTION METHOD.
12. MAXIMUM EXTERNAL LOADING OVER SFPUC PIPELINE IS AASHTO H-10 LOADING WITH A MINIMUM OF 3 FEET SOIL COVER (OR H-20 LOADING WITH A MINIMUM OF 4 FEET SOIL COVER). IF LOADING CONDITIONS EXCEED ABOVE, ENGINEERING CALCULATIONS AS SHOWN IN AWWA, M9 MUST BE SUBMITTED TO THE SFPUC TO SHOW THAT PROPOSED CONDITIONS WOULD IMPOSE A LOAD OF LESS THAT 500 PSF ONTO THE PIPELINE.
13. CONTRACTOR IS MADE AWARE OF THE EXTENSION IN THE SIPHON THAT ENDS AT BULKHEAD ON THE EXISTING STRUCTURE. ACCESS TO THIS EXTENSION DOES NOT NEED TO BE REINSTATED AND SHALL BE ABANDONED.
14. CONTRACTOR TO FIELD VERIFY CORRECT LOCATION FOR EACH SIPHON DIAMETER AS SHOWN. AS-BUILT AND CCTV INFORMATION DIFFERED ON THE LOCATION OF THE 18-INCH SIPHON.

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER — JARED S. MARVIN — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/12/20	⚠	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 11 - LAFAYETTE ST

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 10 OF 30

SHEET No. C-11

Plotted: Jul 16 , 2020 , 12:28pm by PMITCHELL Last Saved: Jun 15 , 2020 , 1:43pm by PMITCHELL
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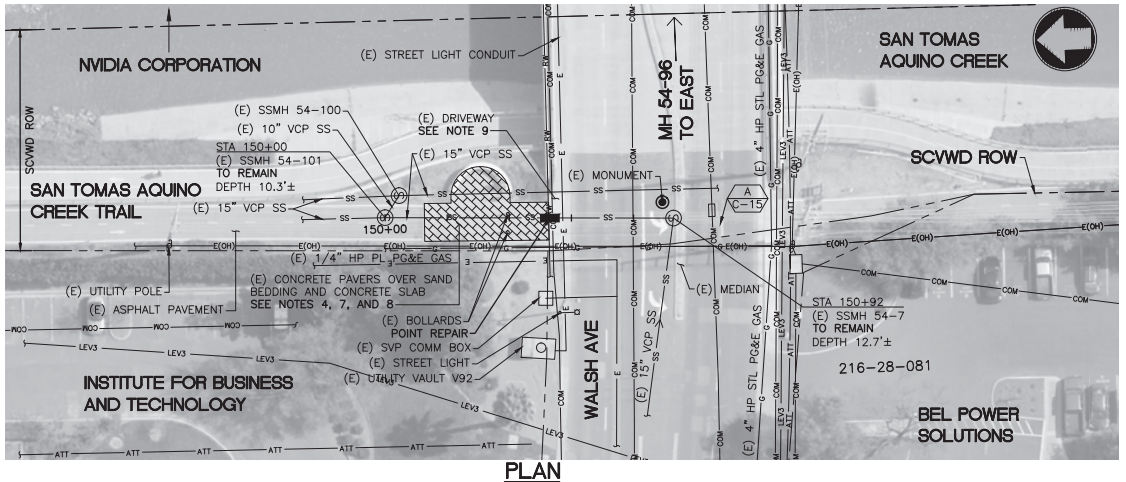
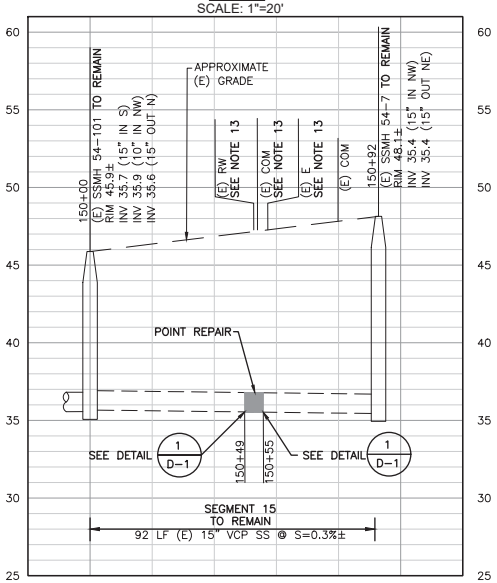


A C-15 MH 54-7 GROUND SURFACE

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER TO REMAIN.
4. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
5. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
6. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
7. CONTRACTOR SHALL CAREFULLY REMOVE AND TEMPORARILY STORE PAVERS AS NEEDED FOR THE POINT REPAIR. RESTORATION SHALL MATCH EXISTING CONDITIONS WITH TEMPORARILY STORED PAVERS RE-INSTALLED ON TOP OF 1" SAND SETTING BED, ABOVE 6" THICK CONCRETE SLAB WITH #4 REBAR REINFORCEMENT AT 12" ON CENTER EACH WAY, INCLUDING 12" #4 DOWELS IN EXISTING CONCRETE SLAB. CONCRETE SLAB SHALL BE UNDERLAIN BY 6" COMPACTED AGGREGATE BASEROCK. JOINTS BETWEEN PAVERS SHALL BE 1/16" MAXIMUM WITH CLEAN SAND SWEPT IN. MORTAR JOINTS AROUND OUTER MOST COURSE.
8. DAMAGED PAVERS SHALL BE REPLACED IN KIND AT NO ADDITIONAL COST WITH PAVING STONES MANUFACTURED BY PACIFIC INTERLOCKING PAVING STONE, SAN JOSE, CA (408) 797-1436. PAVERS SHALL BE 'HOLLAND' STYLE, 4"X8"X2-3/8" CONCRETE PAVERS. BAND COLOR: 'RED-TAN', FIELD COLOR: 'BROWN' OR APPROVED EQUAL.
9. AT THIS LOCATION, PARTIAL DRIVEWAY REPLACEMENT IS ACCEPTABLE AND MAY BE LIMITED TO T-TRENCH WIDTH IN ACCORDANCE WITH CITY STANDARD DETAIL ST-24. INSTALLATION SHALL INCLUDE CONTACT JOINTS (DOWELS REQUIRED) AND MATCH EXISTING REINFORCEMENT.
10. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
11. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
12. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 54-7 TO MH 54-96 LOCATED THRU EAST BOUND LEFT TURN POCKET, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MH 54-96 IS LOCATED APPROXIMATELY 154 FEET TO THE EAST OF MH 54-7.
13. CONTRACTOR TO PROVIDE TEMPORARY SUPPORT OF ALL UTILITIES ACROSS SHEETED EXCAVATION. BED AND BACKFILL PER UTILITY OWNER REQUIREMENTS FOLLOWING COMPLETION OF POINT REPAIR.

PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4 VERT

CRATUS INC
AS-BUILT
DATE: 8/9/2020
SIGNATURE:

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY DECEMBER 12, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-15

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JARED S. MARVIN C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08		
ACCOUNT No.	594-4443-80300-1912		
DATE	No.	REVISION	BY
6/15/20	Δ	RECORD PLAN	OP

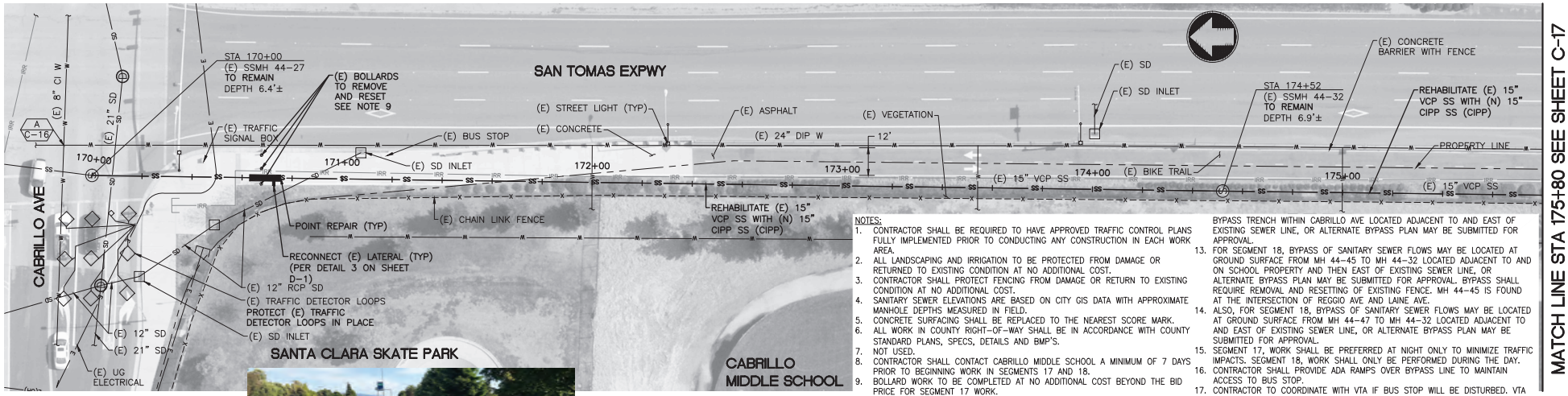
CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 15 - WALSH AVE

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 11 OF 30

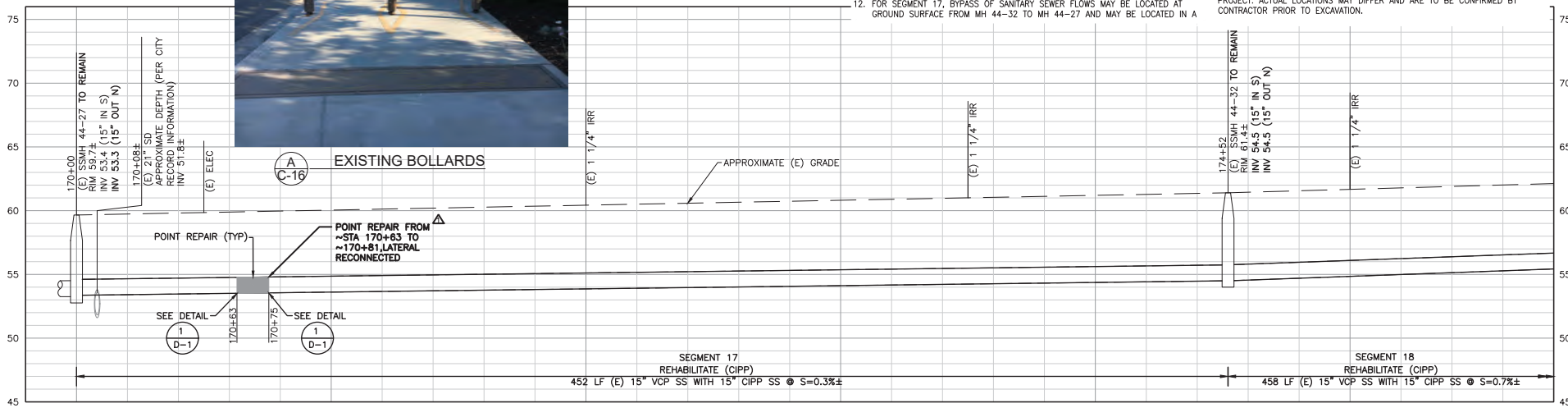


MATCH LINE STA 175+80 SEE SHEET C-17

PLAN
SCALE: 1"=20'

NOTES:
1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ALL LANDSCAPING AND IRRIGATION TO BE PROTECTED FROM DAMAGE OR RETURNED TO EXISTING CONDITION AT NO ADDITIONAL COST.
3. CONTRACTOR SHALL PROTECT FENCING FROM DAMAGE OR RETURN TO EXISTING CONDITION AT NO ADDITIONAL COST.
4. SANITARY SEWER ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
5. CONCRETE SURFACING SHALL BE REPLACED TO THE NEAREST SCORE MARK.
6. ALL WORK IN COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH COUNTY STANDARD PLANS, SPECS, DETAILS AND BMP'S.
7. NOT USED.
8. CONTRACTOR SHALL CONTACT CABRILLO MIDDLE SCHOOL A MINIMUM OF 7 DAYS PRIOR TO BEGINNING WORK IN SEGMENTS 17 AND 18.
9. BOLLARD WORK TO BE COMPLETED AT NO ADDITIONAL COST BEYOND THE BID PRICE FOR SEGMENT 17 WORK.
10. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
11. PAVEMENT REPLACEMENT SHALL BE 0.33' PCC OVER 0.33' CL 2 AB IN AREAS OF CONCRETE AND 0.33' HMA (TYPE A) OVER 0.33' CL 2 AB IN AREAS OF ASPHALT OR THICKNESS SHALL MATCH EXISTING, WHICHEVER IS GREATER.
12. FOR SEGMENT 17, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-32 TO MH 44-27 AND MAY BE LOCATED IN A BYPASS TRENCH WITHIN CABRILLO AVE LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
13. FOR SEGMENT 18, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-45 TO MH 44-32 LOCATED ADJACENT TO AND ON SCHOOL PROPERTY AND THEN EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. BYPASS SHALL REQUIRE REMOVAL AND RESETTING OF EXISTING FENCE. MH 44-45 IS FOUND AT THE INTERSECTION OF REGGIO AVE AND LAINE AVE.
14. ALSO, FOR SEGMENT 18, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-47 TO MH 44-32 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
15. SEGMENT 17, WORK SHALL BE PREFERRED AT NIGHT ONLY TO MINIMIZE TRAFFIC IMPACTS. SEGMENT 18, WORK SHALL ONLY BE PERFORMED DURING THE DAY.
16. CONTRACTOR SHALL PROVIDE ADA RAMPS OVER BYPASS LINE TO MAINTAIN ACCESS TO BUS STOP.
17. CONTRACTOR TO COORDINATE WITH VTA IF BUS STOP WILL BE DISTURBED. VTA NUMBER IS 408-321-5800.
18. BYPASS TRENCH SHALL ACCOMMODATE THE WIDTH AND DEPTH NEEDED FOR BYPASS PIPING WITHIN TRENCH. THE COVER OVER THE TRENCH SHALL BE PLATED WITHIN THE TRAFFIC AREAS OR OTHER APPROVED HS20 TRAFFIC LOADING METHODS.
19. IRRIGATION LINES ARE APPROXIMATE AND BASED ON RECORD DRAWINGS FOR CITY TRACING NO. 11,829-D FOR SAN TOMAS AQUINO CREEK SPUR TRAIL PROJECT. ACTUAL LOCATIONS MAY DIFFER AND ARE TO BE CONFIRMED BY CONTRACTOR PRIOR TO EXCAVATION.

A C-16 EXISTING BOLLARDS



MATCH LINE STA 175+80 SEE SHEET C-17

PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY DECEMBER 15, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-16

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JAMES S. MURAKAMI C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 17 & 18 - SAN TOMAS EXPY

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 12 OF 30

Plotted: Jun 15 , 2020 , 1:49pm by PM78580 Last Saved: Jun 12 , 2020 , 12:28pm by PM78580
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User: | C-GHE-L | C-CRE-M | C-PROF-L | MM-SCE-17-18 | C-TBL-M1 |
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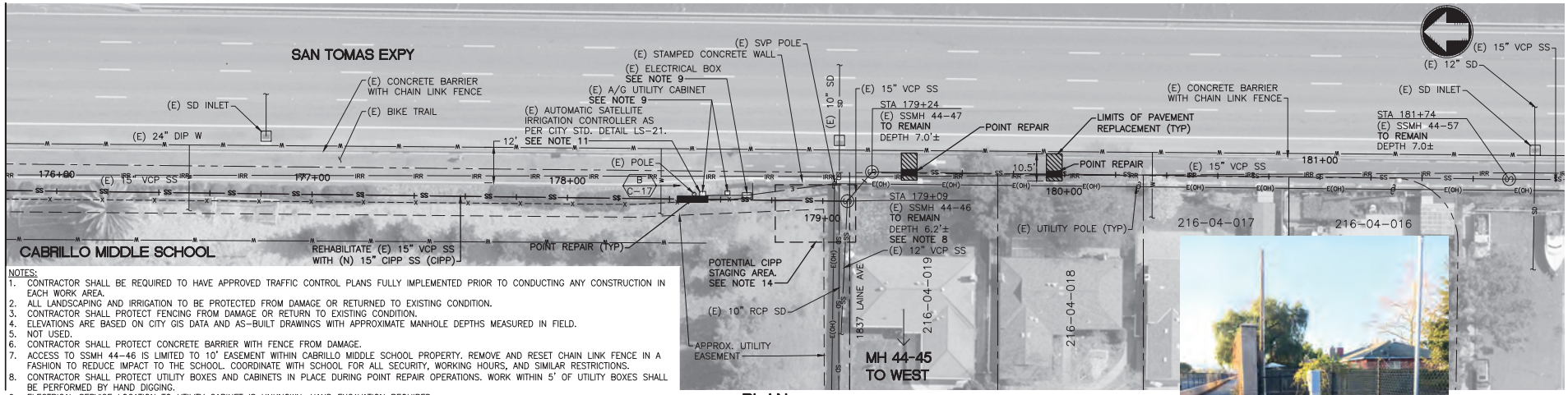
MATCH LINE STA 175+80 SEE SHEET C-16

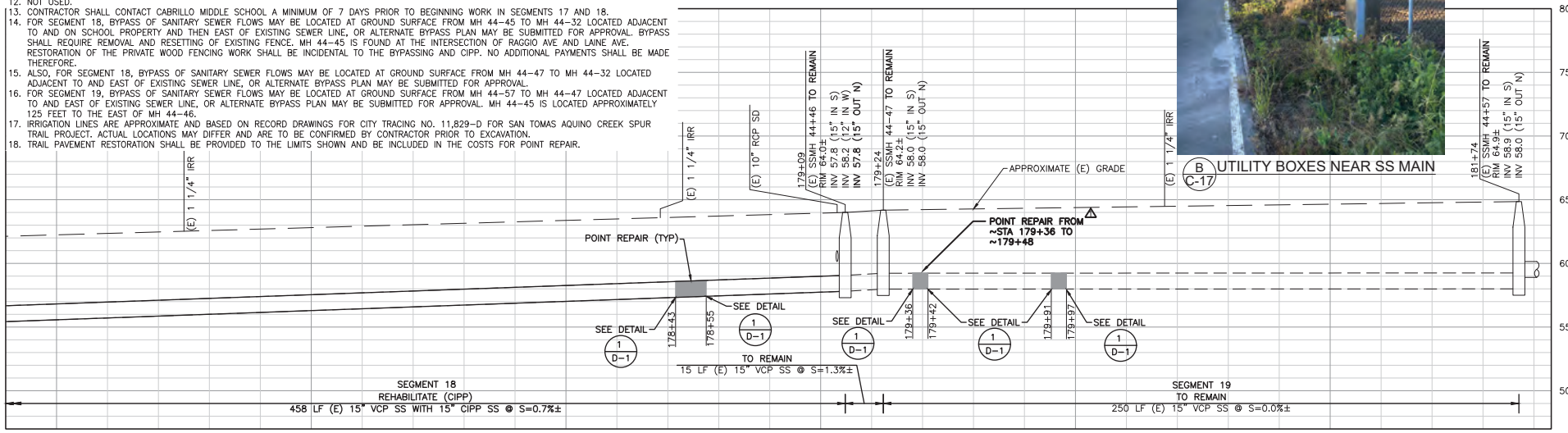


PLAN
SCALE: 1"=20'

NOTES:
1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ALL LANDSCAPING AND IRRIGATION TO BE PROTECTED FROM DAMAGE OR RETURNED TO EXISTING CONDITION.
3. CONTRACTOR SHALL PROTECT FENCING FROM DAMAGE OR RETURN TO EXISTING CONDITION.
4. ELEVATIONS ARE BASED ON CITY GIS DATA AND AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
5. NOT USED.
6. CONTRACTOR SHALL PROTECT CONCRETE BARRIER WITH FENCE FROM DAMAGE.
7. ACCESS TO SSMH 44-46 IS LIMITED TO 10' EASEMENT WITHIN CABRILLO MIDDLE SCHOOL PROPERTY. REMOVE AND RESET CHAIN LINK FENCE IN A FASHION TO REDUCE IMPACT TO THE SCHOOL. COORDINATE WITH SCHOOL FOR ALL SECURITY, WORKING HOURS, AND SIMILAR RESTRICTIONS.
8. CONTRACTOR SHALL PROTECT UTILITY BOXES AND CABINETS IN PLACE DURING POINT REPAIR OPERATIONS. WORK WITHIN 5' OF UTILITY BOXES SHALL BE PERFORMED BY HAND DIGGING.
9. ELECTRICAL SERVICE LOCATION TO UTILITY CABINET IS UNKNOWN. HAND EXCAVATION REQUIRED.
10. ALL WORK IN COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH COUNTY STANDARD PLANS, SPECS, DETAILS AND BMP'S.
11. CONTRACTOR SHALL REMOVE, TEMPORARILY STORE, AND REINSTATE EXISTING AUTOMATIC SATELLITE IRRIGATION CONTROLLER WITH RADIO HIGH GAIN ANTENNAE AND RAIN SENSOR PER CITY STANDARD DETAIL LS-21. CONTRACTOR MAY ALSO REFER TO RECORD DRAWING TRACING NO. 114829-D
12. NOT USED.
13. CONTRACTOR SHALL CONTACT CABRILLO MIDDLE SCHOOL A MINIMUM OF 7 DAYS PRIOR TO BEGINNING WORK IN SEGMENTS 17 AND 18.
14. FOR SEGMENT 18, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-45 TO MH 44-32 LOCATED ADJACENT TO AND ON SCHOOL PROPERTY AND THEN EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. BYPASS SHALL REQUIRE REMOVAL AND RESETTING OF EXISTING FENCE. MH 44-45 IS FOUND AT THE INTERSECTION OF RAGGIO AVE AND LAINE AVE. RESTORATION OF THE PRIVATE WOOD FENCING WORK SHALL BE INCIDENTAL TO THE BYPASSING AND CIPP. NO ADDITIONAL PAYMENTS SHALL BE MADE THEREFORE.
15. ALSO, FOR SEGMENT 18, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-47 TO MH 44-32 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
16. FOR SEGMENT 19, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-57 TO MH 44-47 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MH 44-45 IS LOCATED APPROXIMATELY 125 FEET TO THE EAST OF MH 44-46.
17. IRRIGATION LINES ARE APPROXIMATE AND BASED ON RECORD DRAWINGS FOR CITY TRACING NO. 11,829-D FOR SAN TOMAS AQUINO CREEK SPUR TRAIL PROJECT. ACTUAL LOCATIONS MAY DIFFER AND ARE TO BE CONFIRMED BY CONTRACTOR PRIOR TO EXCAVATION.
18. TRAIL PAVEMENT RESTORATION SHALL BE PROVIDED TO THE LIMITS SHOWN AND BE INCLUDED IN THE COSTS FOR POINT REPAIR.

B C-17 UTILITY BOXES NEAR SS MAIN

MATCH LINE STA 175+80 SEE SHEET C-16



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CONSTRUCTION AT THIS LOCATION FOR SEGMENT 18 SHALL BE COMPLETED BY DECEMBER 15, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT. CONSTRUCTION AT THIS LOCATION FOR SEGMENT 19 SHALL BE COMPLETED BY DECEMBER 16, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-17

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 18 & 19 - SAN TOMAS EXPY

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY
TITLE
DATE
R.C.E. No.

	INITIAL	DATE
DESIGNED BY	JSM	02/19
DRAWN BY	TPF	02/19
CHECKED BY	TGG	02/19
AS BUILT BY	JSM	06/20

Survey No. N/A
TRACING No. 12291-D
SHEET 13 OF 30

Plotted: Jun 15 , 2020 , 1:53pm by PMM7880 Last Saved: Jun 12 , 2020 , 12:33pm by PMM7880
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SYSV: VERSTENAM=1, PSLTSCALE=1, LTSCALE=1

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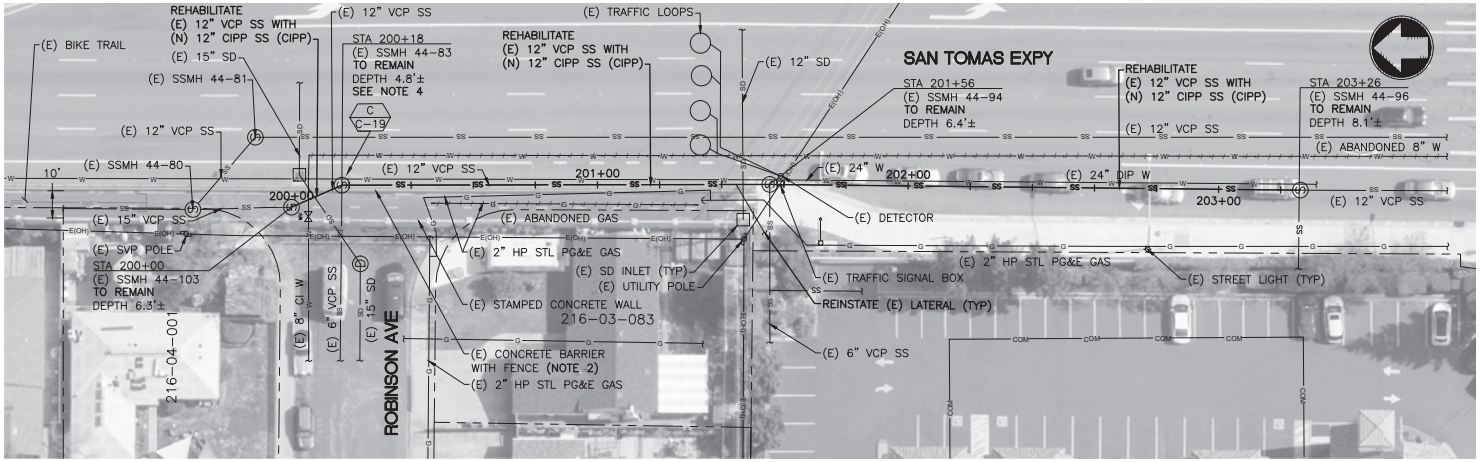
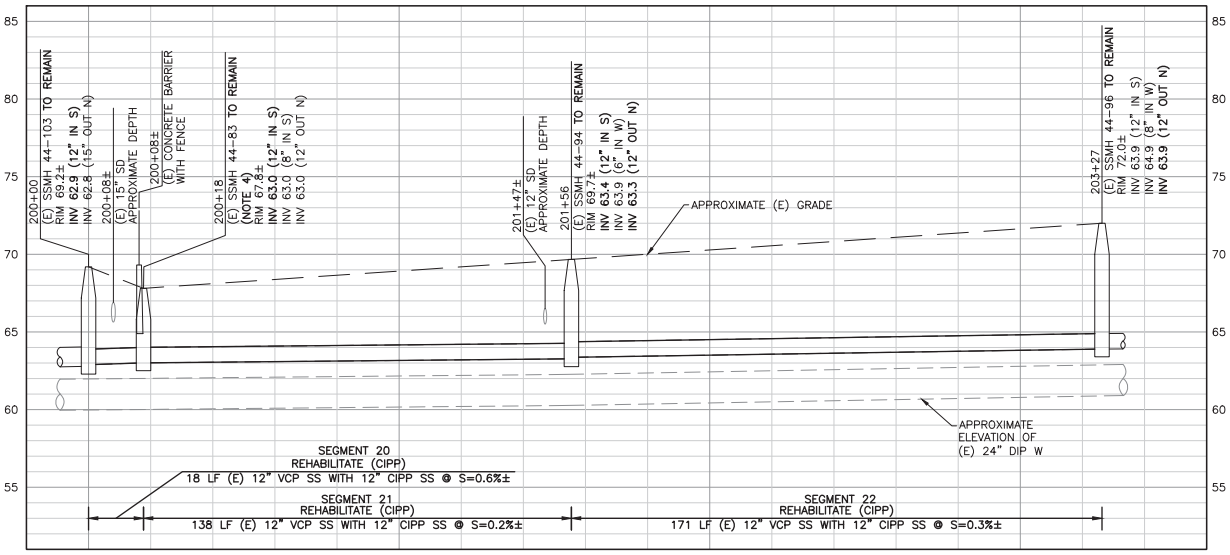
NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. CONTRACTOR SHALL PROTECT CONCRETE BARRIER WITH FENCE FROM DAMAGE. PROVIDE TEMPORARY SUPPORT AND FOUNDATION PROTECTION FROM EXCAVATIONS UNDER BARRIER.
3. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
4. ACCESS TO SSMH 44-83 IS LIMITED DUE TO LOCATION BENEATH EXISTING CONCRETE BARRIER. REFER TO PHOTOGRAPH ON THIS SHEET.
5. ANY TRENCHING AND PAVEMENT RESTORATION IN COUNTY RIGHT-OF-WAY SHALL BE PROVIDED IN ACCORDANCE WITH SANTA CLARA COUNTY PERMIT AGREEMENT, STANDARD SPECIFICATIONS, AND DETAILS U/3A AND U/3C (CASE 1).
6. MANHOLE FRAME AND COVER REPLACEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH SANTA CLARA COUNTY STANDARD DETAIL C/9A.
7. ALL WORK IN COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH COUNTY STANDARD PLANS, SPECS, DETAILS AND BMP'S.
8. FOR SEGMENT 20, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-83 TO MH 44-103 LOCATED AROUND BARRIER WALL THEN ALONG TRAIL AND WEST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
9. FOR SEGMENT 21, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-94 TO MH 44-103 LOCATED ALONG TRAIL AND WEST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
10. FOR SEGMENT 22, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 44-96 TO MH 44-94 LOCATED WEST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CONSTRUCTION AT THIS LOCATION FOR SEGMENTS 20 AND 21 SHALL BE COMPLETED BY DECEMBER 16, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT. CONSTRUCTION AT THIS LOCATION FOR SEGMENT 22 SHALL BE COMPLETED BY DECEMBER 19, 2019 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-19

C/C-19 SSMH 44-83 AND CONCRETE BARRIER

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

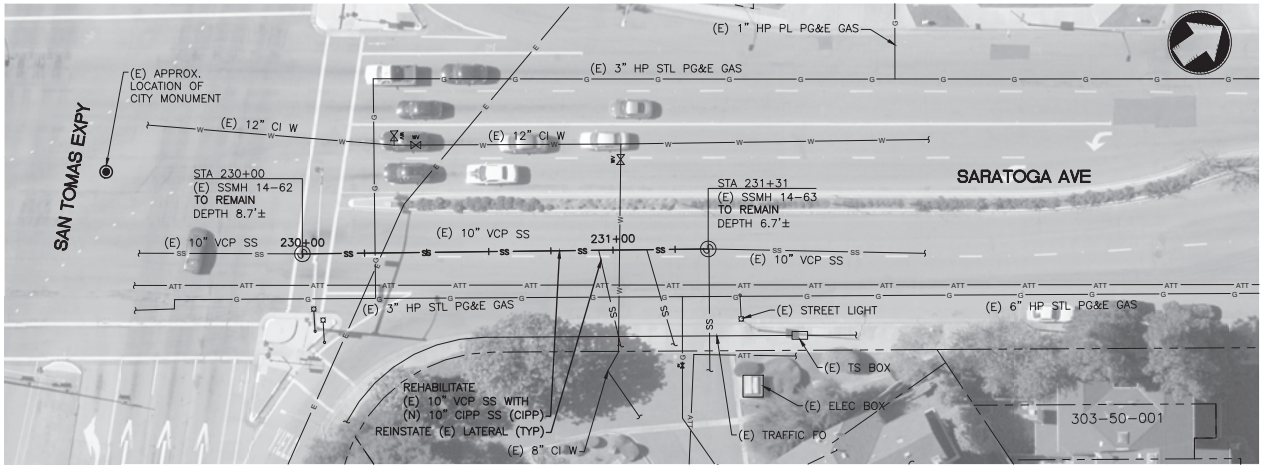
CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

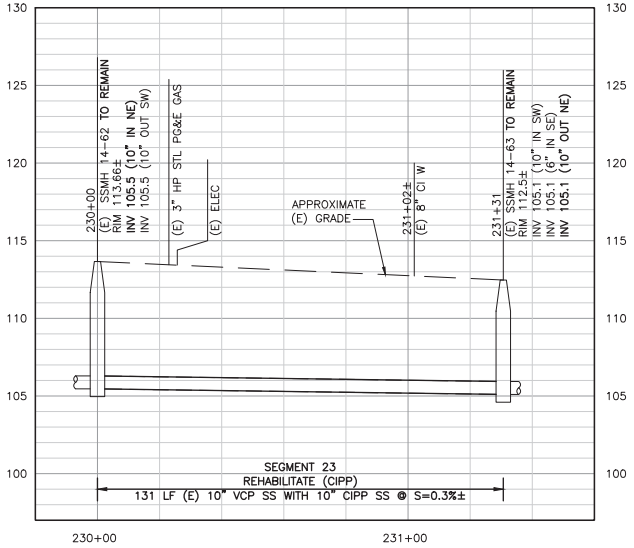
SEGMENT 20, 21, 22 - SAN TOMAS

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 14 OF 30



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. TRENCHING AND PAVEMENT RESTORATION IN COUNTY RIGHT-OF-WAY SHALL BE PROVIDED IN ACCORDANCE WITH SANTA CLARA COUNTY DETAILS U/3A AND U/3C (CASE 1).
4. MANHOLE FRAME AND COVER REPLACEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH SANTA CLARA COUNTY STANDARD DETAIL C/9A.
5. ALL WORK IN COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH COUNTY STANDARD PLANS, SPECS, DETAILS AND BMP'S.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 14-62 TO MH 14-63 LOCATED ADJACENT TO AND NORTHWEST OF EXISTING SANITARY SEWER, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
7. NIGHT WORK IS PERMITTED AND PREFERRED FOR SEGMENT 23.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY JANUARY 9, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-20

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 23 - SARATOGA AVE

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 15 OF 30

Plotted: Jun 15 , 2020 , 1:57pm by PM78580 Last Saved: Jun 12 , 2020 , 12:35pm by PM78580
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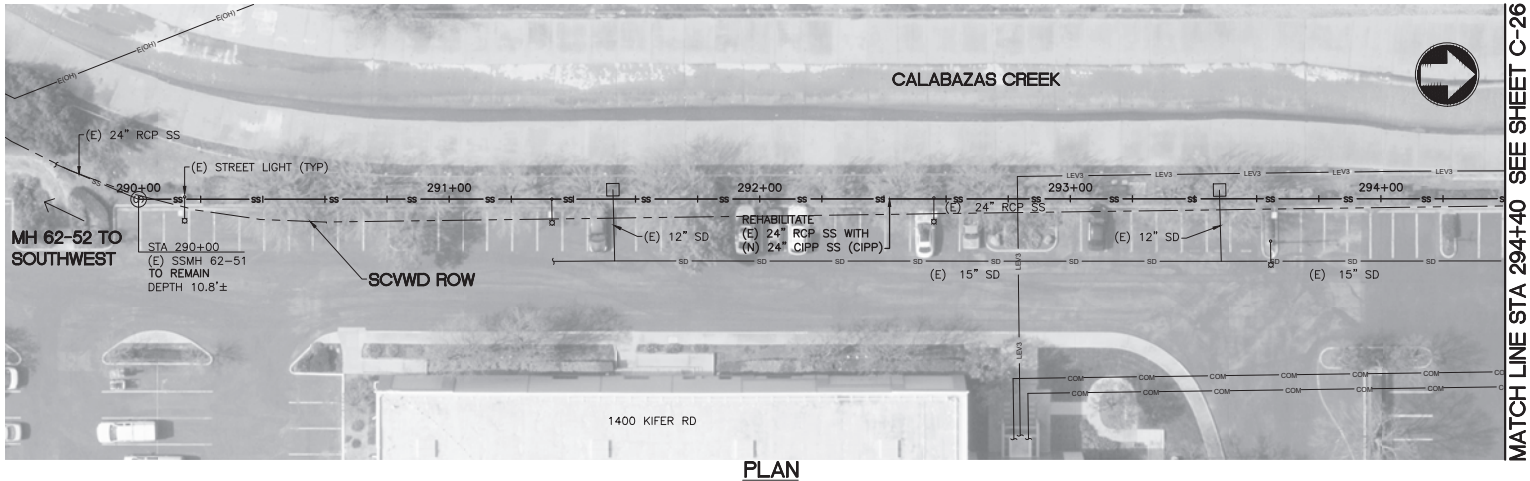
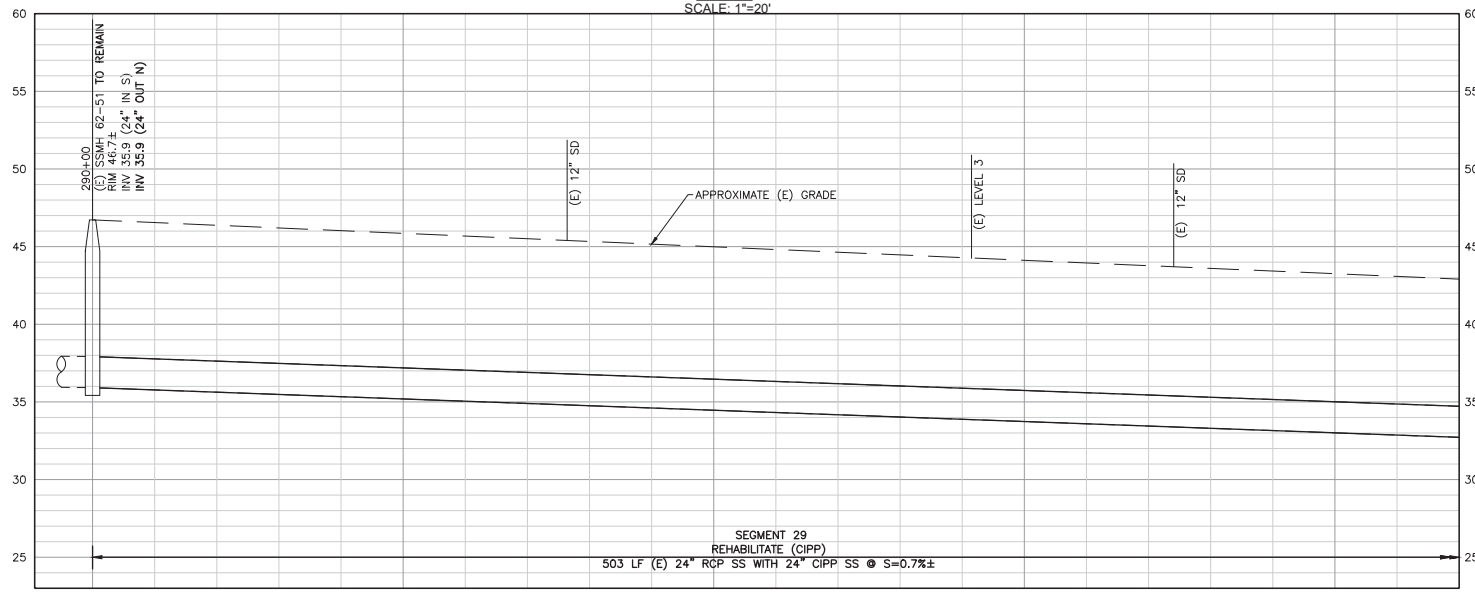
User: \\ C-LDS_F | C-CIVIL_M | C-PROP_E | VA-SITE-02-23 | C-TITLE-01 |
SYSV: VERSTANH=1, PSLTSCALE=1, LTSCALE=1



PLAN

SCALE: 1"=20'



PROFILE

SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:

1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. NOT USED.
3. NOT USED.
4. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG IMPACTED PARKING STALL. CONTRACTOR SHALL COORDINATE STALL CLOSURES WITH PROPERTY OWNER.
5. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 62-52 TO MH 62-48 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MH 62-52 IS LOCATED APPROXIMATELY 252 FEET TO THE SOUTHWEST OF MH 62-51.
7. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
8. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
9. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
10. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY FEBRUARY 17, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-25

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 29 - KIFER RD (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No.
DRAWN BY	TPF	02/19	12291-D
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 16 OF 30

Plotted: Jun 15 , 2020 , 1:08pm by PM78580 Last Saved: Jun 12 , 2020 , 12:37pm by PM78580
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User: [C-LINE_M] | [C-PROP-F] | [W-SITE-29-30-31] | [C-UTIL-E] | [C-TITBL-RH]
SYSV: WSRETANH=1, PSLTSCALE=1, LTSCALE=1

Plotted: Jun 15 , 2020 , 2:03pm by PMOTT580 Last Saved: Jun 12 , 2020 , 12:46pm by PMOTT580
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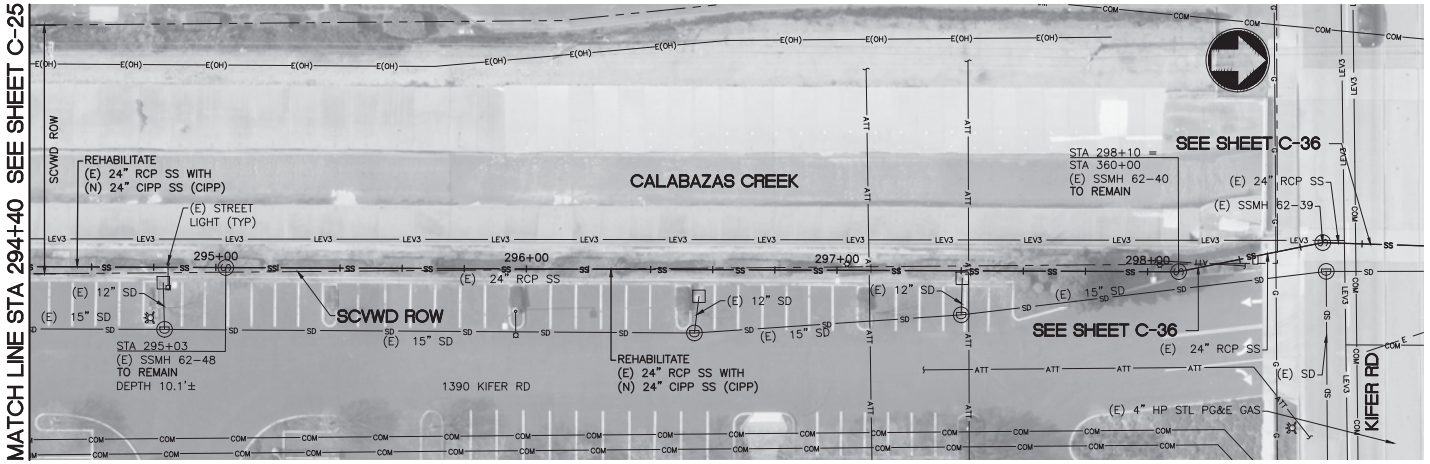
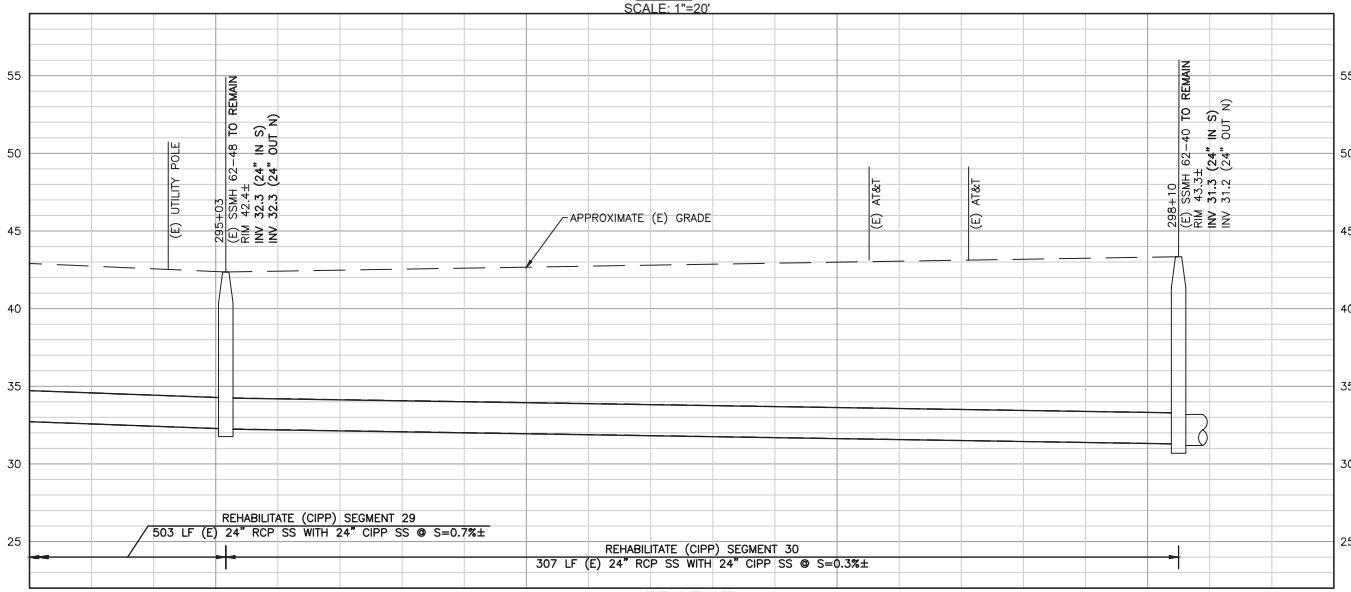
pw:\\mottmac.pw-bentley.com:pw-live-as-01\Documents\438446-Santa Clara Design SS Condition Assessment Repairs\Drawings_Models\02_C_Civil\C-26.dwg
User: [C-LINE_E | C-CELL_H | C-PROP_E | MM-SITE-29-30-31 | C-TITBLK-H1]
SYSV: VERSTANH=1, PSLTSCALE=1, LTSCALE=1

MATCH LINE STA 294+40 SEE SHEET C-25



PLAN
SCALE: 1"=20'

MATCH LINE STA 294+40 SEE SHEET C-25



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. NOT USED.
3. NOT USED.
4. DRIVEWAY ACCESS TO 1390 KIFER RD. SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OPERATIONS.
5. FOR SEGMENT 29, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 62-52 TO MH 62-48 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
6. FOR SEGMENT 30, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 62-51 TO MH 62-40 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
7. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG IMPACTED PARKING STALLS. CONTRACTOR SHALL COORDINATE STALL CLOSURES WITH PROPERTY OWNER.
8. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
9. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
10. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
11. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
12. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY FEBRUARY 18, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-26

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JARED S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

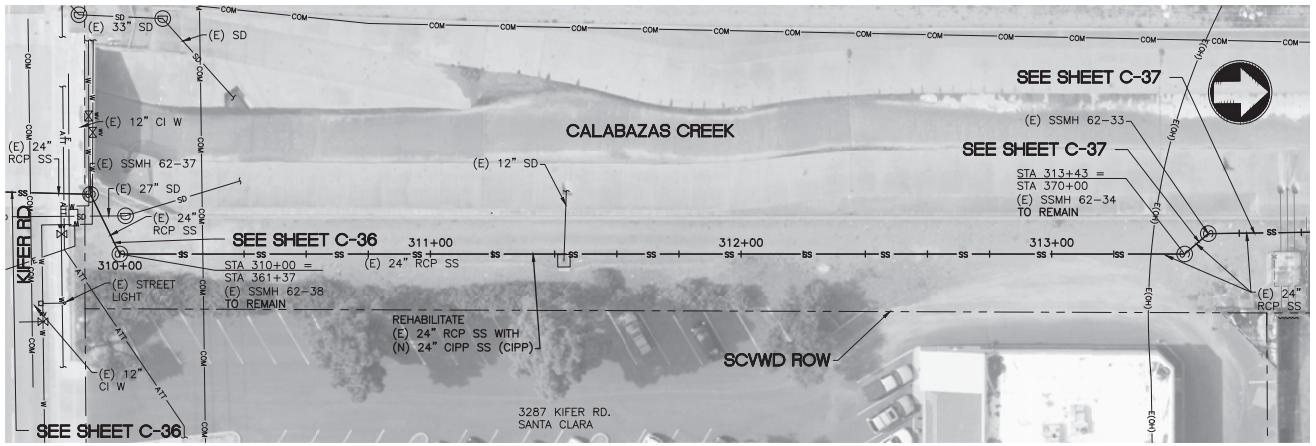
CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

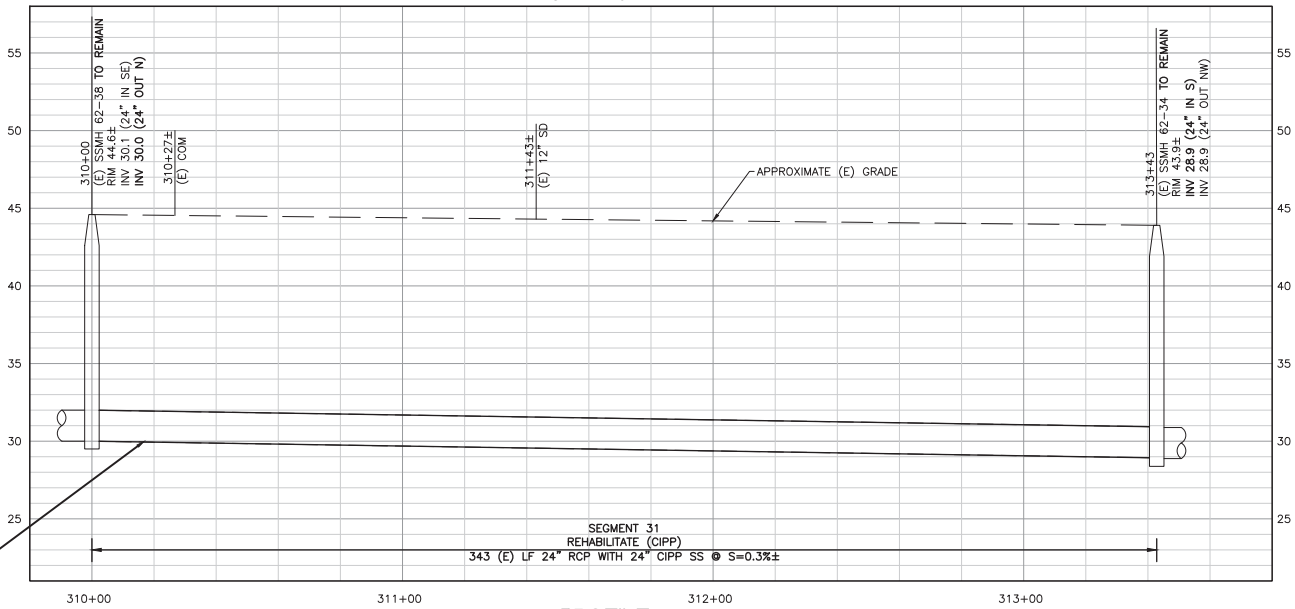
SEGMENT 29, 30 - KIFER RD (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 17 OF 30



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. NOT USED.
3. NOT USED.
4. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
5. NOT USED.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
7. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 62-37 TO MH 62-33 LOCATED ADJACENT TO AND WEST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
8. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
9. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
10. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

△ FULL LENGTH PRELINER INSTALLED DUE TO INFILTRATION

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
06/28/19	△	ADDENDUM 1	
6/15/20	△	RECORD PLAN	

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY FEBRUARY 22, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-27

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 31 - KIFER RD (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 18 OF 30

Plotted: Jun 15, 2020, 5:22pm by PM78580 Last Saved: Jun 15, 2020, 2:05pm by PM78580
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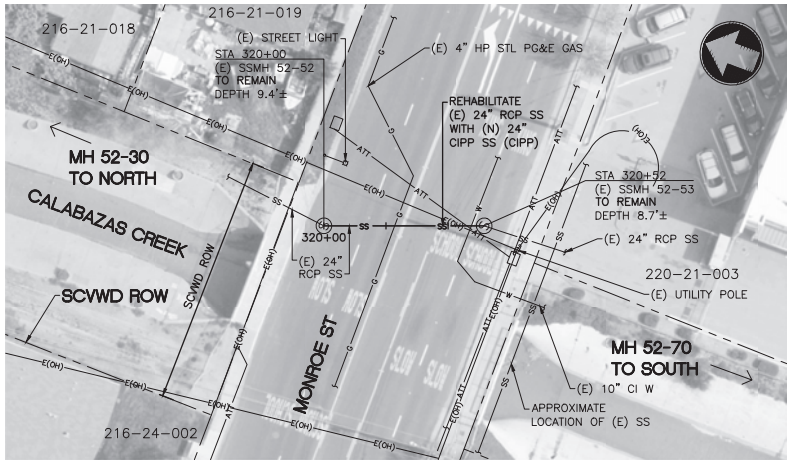
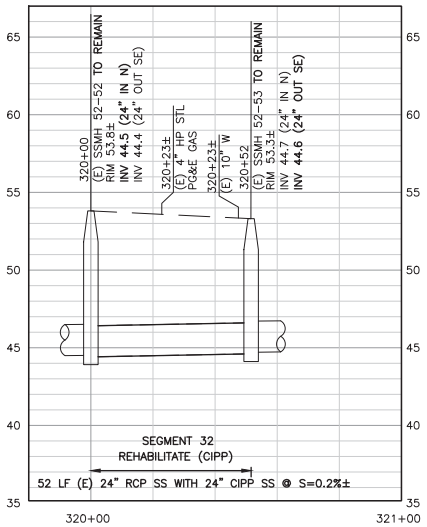
User: [C-LDS_E | C-LDS_M | C-PROP_E | MM-SITE-29-30-31 | C-TBL-RH]
SYSV: VSREMAN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
3. NOT USED.
4. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
5. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED IN TEMPORARY TRENCH FROM MH 52-70 TO MH 52-30 WITHIN ROADWAY AND MAY BE LOCATED AT GROUND SURFACE FROM MH 52-70 TO MH 52-30 OUTSIDE ROADWAY, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MH 52-30 IS LOCATED APPROXIMATELY 446 FEET TO THE NORTH OF MH 52-52. MH 52-70 IS LOCATED APPROXIMATELY 488 FEET TO THE SOUTH OF MH 52-53.
7. ALL TRENCHING SHALL PROTECT IN PLACE THE EXISTING BRIDGE.
8. CONTRACTOR SHALL PROVIDE ADA RAMPS OVER BYPASS LINE TO MAINTAIN ACCESS TO SIDEWALKS AS NECESSARY.
9. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
10. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
11. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
12. BYPASS TRENCH SHALL ACCOMMODATE THE WIDTH AND DEPTH NEEDED FOR BYPASS PIPING WITHIN TRENCH. THE COVER OVER THE TRENCH SHALL BE PLATED WITHIN TRAFFIC AREAS OR OTHER APPROVED H520 TRAFFIC LOADING METHODS.

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY FEBRUARY 28, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-28

CRATUS INC
AS -BUILT
DATE: 3/9/2020
SIGNATURE:

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER — JAMES S. MAHAFFEY — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 32 - MONROE ST

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 19 OF 30

Plotted: Jun 15, 2020, 2:07pm by PM78580 Last Saved: Jun 12, 2020, 12:55pm by PM78580
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User: [C-LINE_F | C-TABLE_M | C-PROP_E | MM-SHT-32 | C-TITLE_M1]
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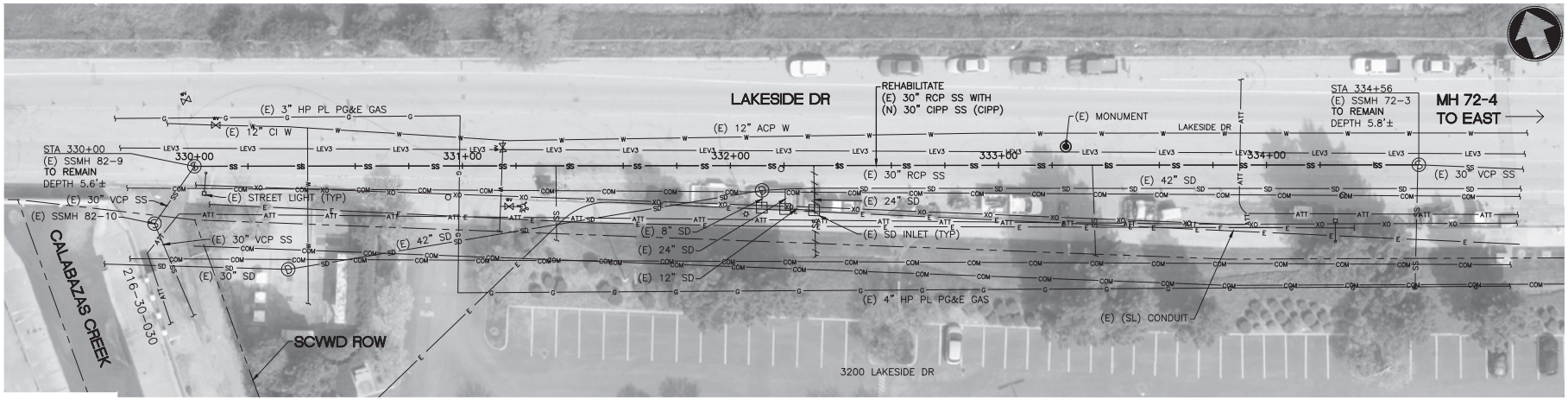
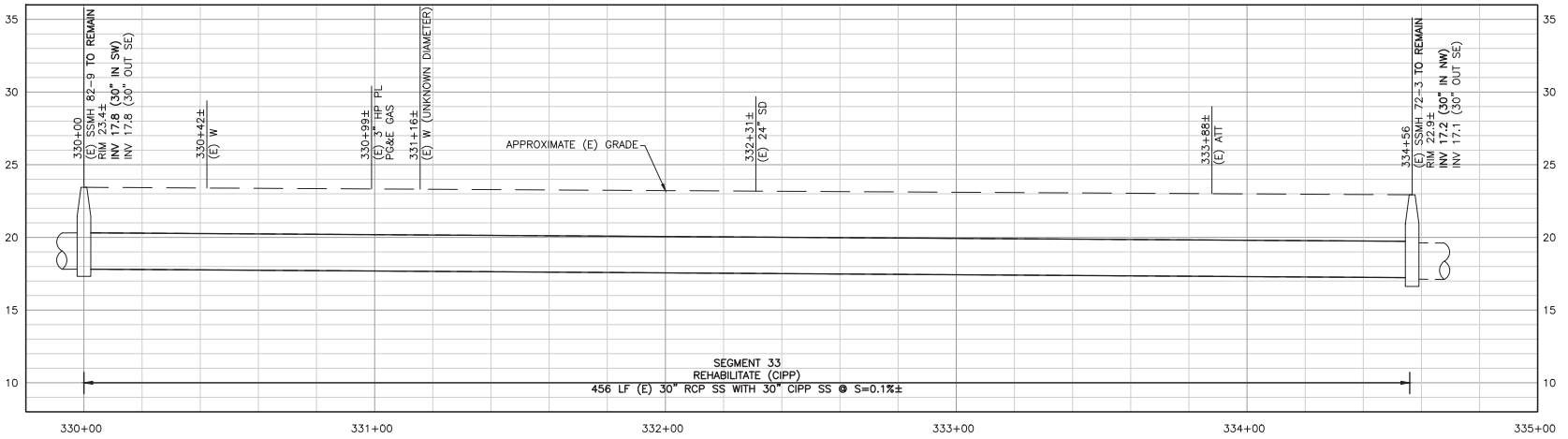


PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
3. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
4. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
5. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED AS LIMITED DRIVEWAY ACCESS TO BUSINESS FROM LAKESIDE DRIVE DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
6. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 82-10 TO MH 72-4 LOCATED ADJACENT TO AND NORTHWEST OF EXISTING SANITARY SEWER OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. BYPASSING OF SANITARY SEWAGE FLOW IS ANTICIPATED TO BE LOCATED IN SCVWD RIGHT OF WAY. MH 72-4 IS LOCATED APPROXIMATELY 392 FEET TO THE EAST OF MH 72-3.
7. NIGHT WORK IS PERMITTED AND PREFERRED FOR SEGMENT 33.
8. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT OF WAY.
9. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
10. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY MARCH 1, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-29

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEGMENT 33 - LAKESIDE DR

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 20 OF 30

Plotted: Jun 15, 2020, 2:09pm by PMATSEO
File: C:\Users\pmatseo\Desktop\Daily Log\Santa Clara\Record Plans-Phase 1\C-29.dwg
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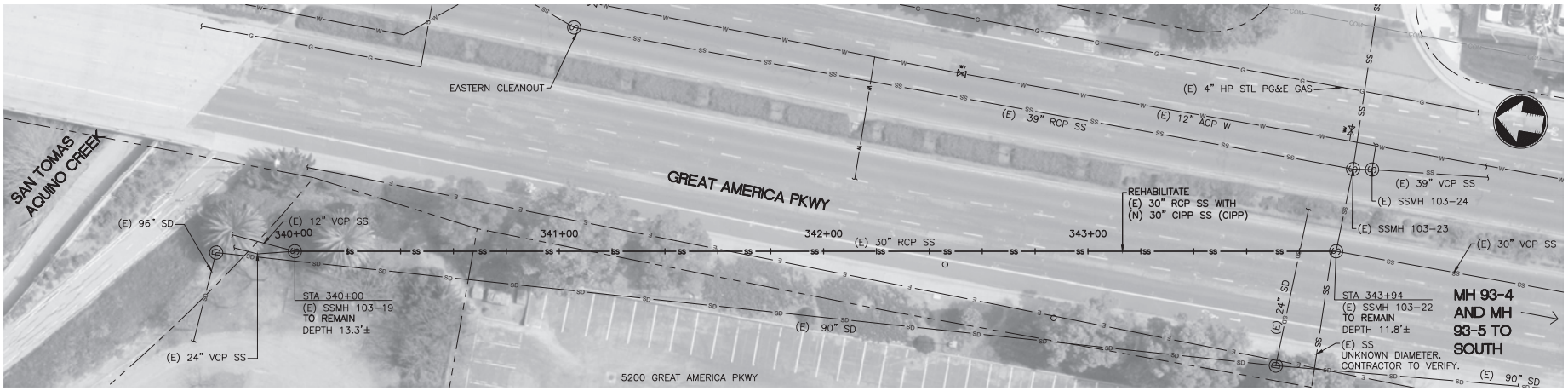
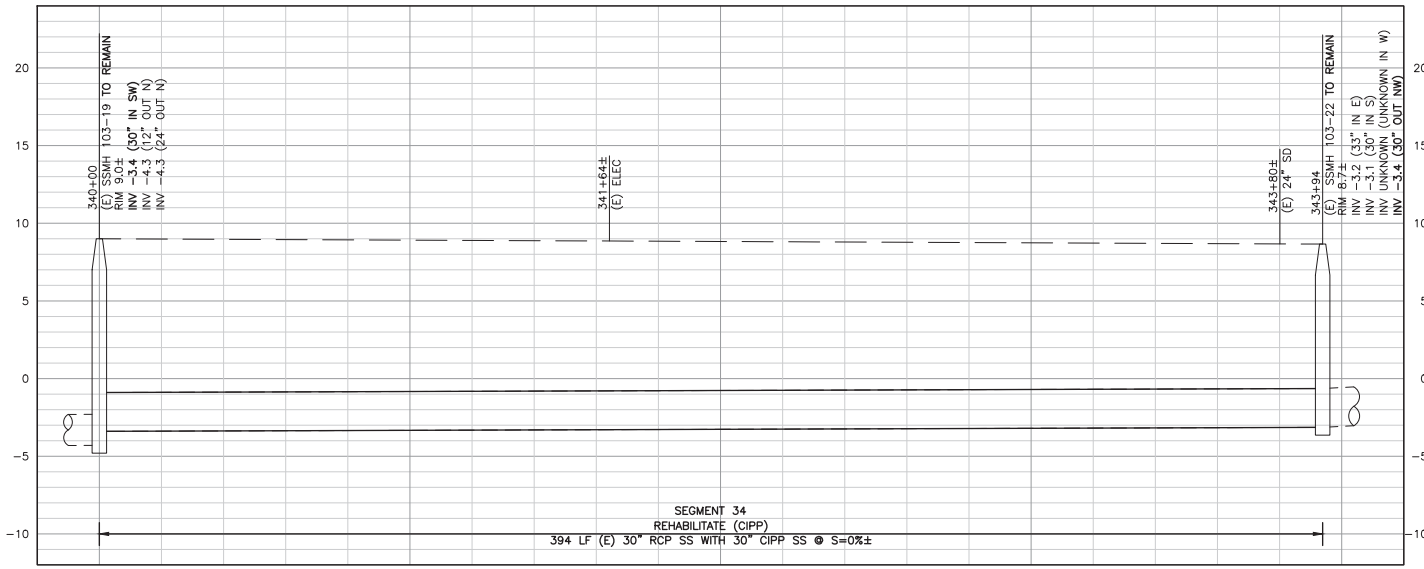


PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS AND STORM DRAIN ELEVATION DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
3. NOT USED.
4. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
5. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
6. BYPASS FOR SEGMENT 34 IS FOUND WITHIN THE FOLLOWING NOTES. AN ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
7. WITHIN THE PROPERTY 5200 GREAT AMERICA PARKWAY, THE FLOWS FOUND IN THE EASTERN CLEANOUT SHALL BE ROUTED INTO THE SOUTHERN CLEANOUT LOCATED 326-FEET SOUTH AND 256-FEET WEST OF THE EASTERN CLEANOUT.
8. WITHIN MH 103-22 THE SOUTH, EAST, AND WEST PIPES SHALL BE PLUGGED.
9. ALL FLOWS SHALL BE ROUTED THROUGH A TRENCH FROM MH 93-4 TO 93-5. DISTANCE BETWEEN MH 93-4 AND MH 93-5 IS ABOUT 35-FEET. REFER TO SHEET C-30.1 FOR ADDITIONAL DETAILS.
10. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT OF WAY.
11. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
12. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
13. BYPASS TRENCH SHALL ACCOMMODATE THE WIDTH AND DEPTH NEEDED FOR BYPASS PIPING WITHIN TRENCH. THE COVER OVER THE TRENCH SHALL BE PLATED WITHIN THE TRAFFIC AREAS OR OTHER APPROVED HS20 TRAFFIC LOADING METHODS.
14. MH 93-4 IS LOCATED APPROXIMATELY 430 FEET TO THE SOUTH OF MH 103-22 AND MH 93-5 IS LOCATED APPROXIMATELY 449 FEET TO THE SOUTH OF MH 103-22
15. SEE SHEET C-30.1 FOR BYPASS REFERENCE.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER
JAMES S. MAHAFFEY
C 80766
CIVIL
STATE OF CALIFORNIA

MOTT MACDONALD

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY MARCH 14, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-30

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 34 - GREAT AMERICA PKWY

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 21 OF 30

Plotted: Jun 15, 2020, 2:15pm by PM78580 Last Saved: Jun 12, 2020, 1:00pm by PM78580
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PW: \\mottnet.com\projects\Projects\Santa_Clara_Design_SS_Condition_Assessment_Repairs\Drawings_Models\02_C_Civil\C-30.dwg
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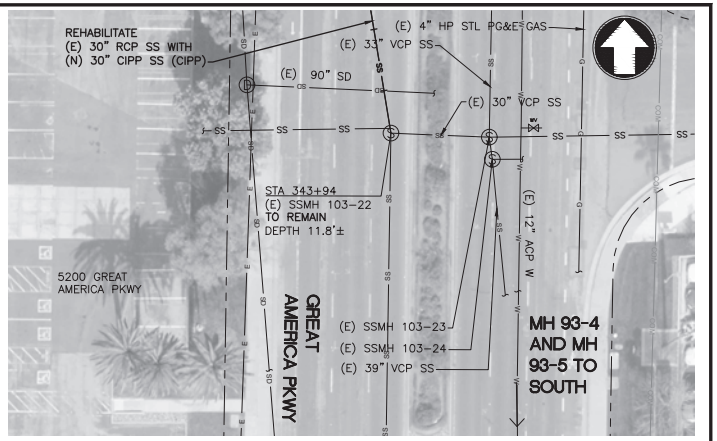

PLAN
SCALE: 1"=20'

PLAN
SCALE: 1"=20'

NOTES:
1. ALL CONTRIBUTING FLOWS BETWEEN 93-4 AND 103-22 SHALL BE BYPASSED TO PARALLEL SANITARY SEWER ON EASTERN SIDE OF GREAT AMERICA PARKWAY.
2. BYPASS TRENCH SHALL ACCOMMODATE THE WIDTH AND DEPTH NEEDED FOR BYPASS PIPING WITHIN THE TRENCH. THE COVER OVER THE TRENCH SHALL BE PLATED WITHIN THE TRAFFIC AREAS OR OTHER APPROVED HS20 TRAFFIC LOADING METHODS.
3. ALL CONTRIBUTING SANITARY SEWER FLOW FROM 5200 GREAT AMERICA PKWY SHALL BE ROUTED TO SSMH 93-3 IN BUNKER HILL LN, OR OTHER SSMH IN BUNKER HILL LN OR BETSY ROSS DR.

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY MARCH 14, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-30.1

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08		
ACCOUNT No.	594-4443-80300-1912		
DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 34 - GREAT AMERICA PKWY

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	02/19	TRACING No. 12291-D
DRAWN BY	TPF	02/19	
CHECKED BY	TGG	02/19	
AS BUILT BY	JSM	06/20	SHEET 22 OF 30

Plotted: Jun 15, 2020, 2:11pm by PM78580 Last Saved: Jun 12, 2020, 1:38pm by PM78580
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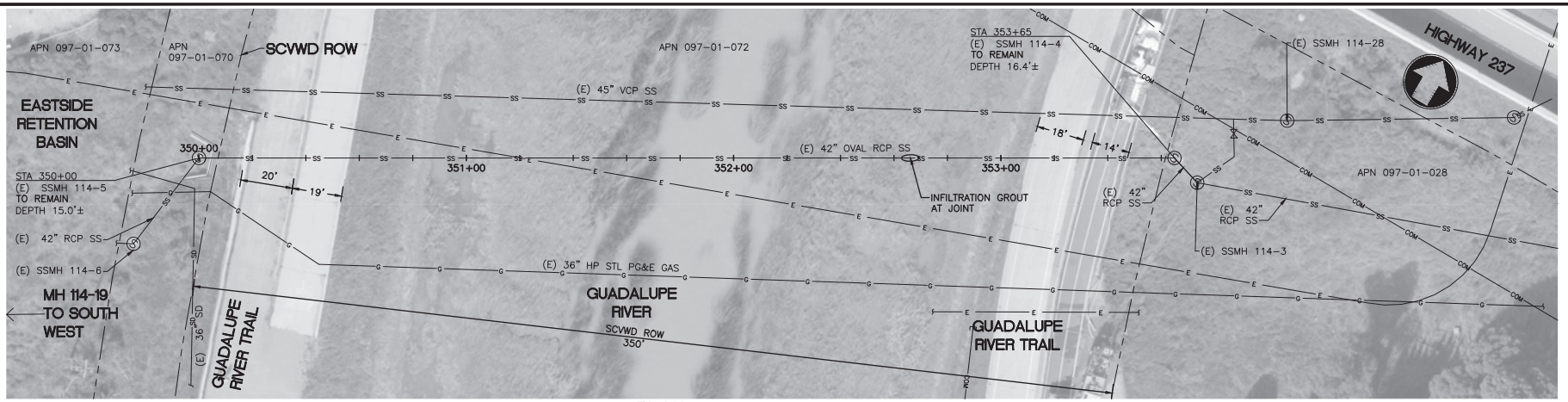
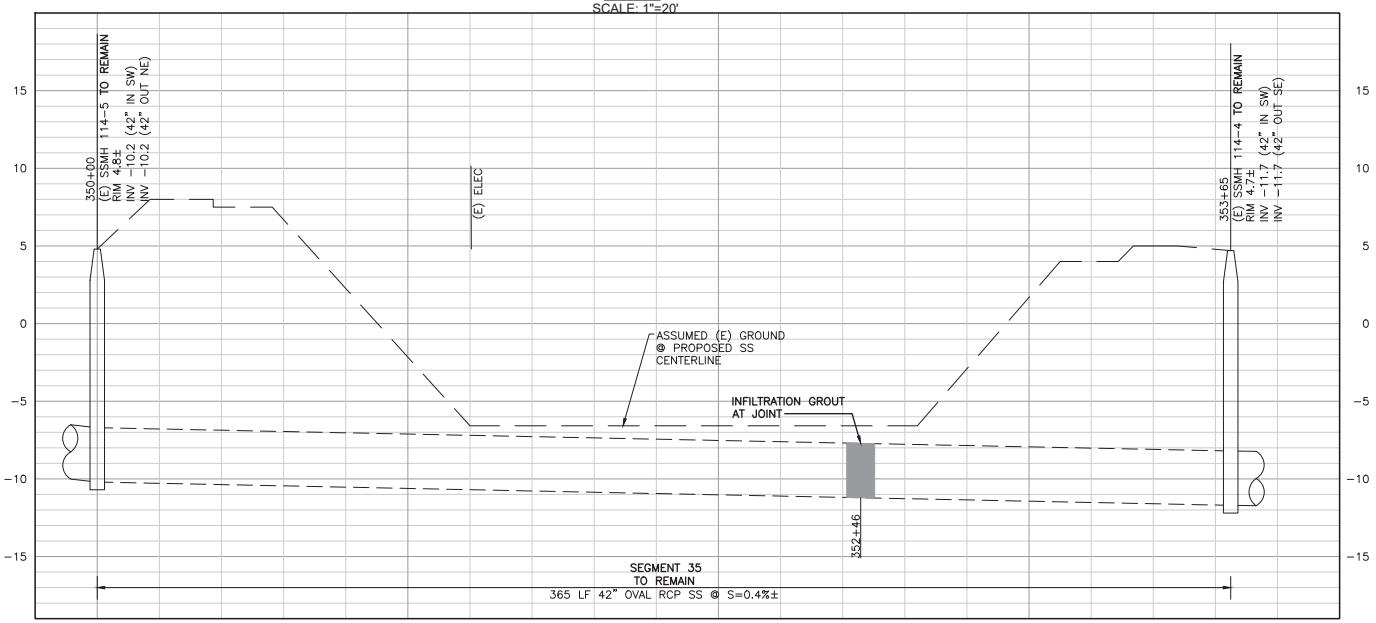


PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. CONTRACTOR IS TO MAINTAIN ACCESS FOR PUBLIC USE OF TRAIL AND SHALL USE SHOULDER TURNOUT AREAS FOR STAGING.
2. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. ACCESS FOR INFILTRATION GROUTING WORK SHALL BE FROM INSIDE MANHOLES AND PIPELINE ONLY.
4. CONTRACTOR SHALL COORDINATE WITH CITY TO REDUCE/STOP INFLOW TO SEWER LINE. CONTRACTOR SHALL NOTIFY CITY AT LEAST 2 BUSINESS DAYS PRIOR TO WORKING ON THIS SEGMENT.
5. CONTRACTOR MUST OBTAIN A DISTRICT ENCROACHMENT PERMIT PRIOR TO START OF CONSTRUCTION WITHIN DISTRICT RIGHT OF WAY AND MAINTAIN A COPY OF THE PERMIT ON THE PROJECT SITE AT ALL TIMES.
6. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT 408-630-2650 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
7. UNDERGROUND SERVICE ALERT MUST BE NOTIFIED A MINIMUM OF 2 DAYS PRIOR TO SCHEDULED START OF CONSTRUCTION AT 1-800-227-2600 OR BY CALLING "811".
8. CONTRACTOR MAY REFER TO CITY PROJECT NO. 94/2034, DATED JUNE 25, 1963 FOR RECORD INFORMATION.
9. SCVWD ROW LIMITS ARE SHOWN BASED ON SANITARY SEWER RECORD DRAWINGS PROVIDED BY THE CITY.
10. NOT USED.
11. NOT USED.
12. SEWER VALVES SHALL BE CLOSED IN SSMH 114-19 FOR SEWER BYPASS. COORDINATE VALVE CLOSURE WITH CITY. ADDITIONALLY, PLUG PIPE SEGMENT WITHIN SSMH 114-19.
13. INSTALL PLUG AND MONITOR AT SSMH 114-5 AS A SAFETY MEASURE AGAINST FAILURE.
14. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT OF WAY.
15. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
16. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
17. SSMH 114-19 IS LOCATED APPROXIMATELY 1000 FEET TO THE SOUTHWEST OF SSMH 114-5.
18. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

CONSTRUCTION AT THIS LOCATION SHALL BE COMPLETED BY MARCH 21, 2020 AS REQUIRED BY CONTRACT SPECIFICATIONS AND RIVER WATCH SETTLEMENT AGREEMENT.

SHEET No. C-31

CRATUS INC
AS-BUILT
DATE: 3/9/2020
SIGNATURE:

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
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REGISTERED PROFESSIONAL ENGINEER
JAMES S. MAHAFFEY
C 80766
CIVIL
STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 35 - GUADALUPE RIVER

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY
TITLE
DATE
R.C.E. No.

	INITIAL	DATE
DESIGNED BY	JSM	02/19
DRAWN BY	TPF	02/19
CHECKED BY	TGG	02/19
AS BUILT BY	JSM	06/20

Survey No. N/A
TRACING No. 12291-D
SHEET 23 OF 30

SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1
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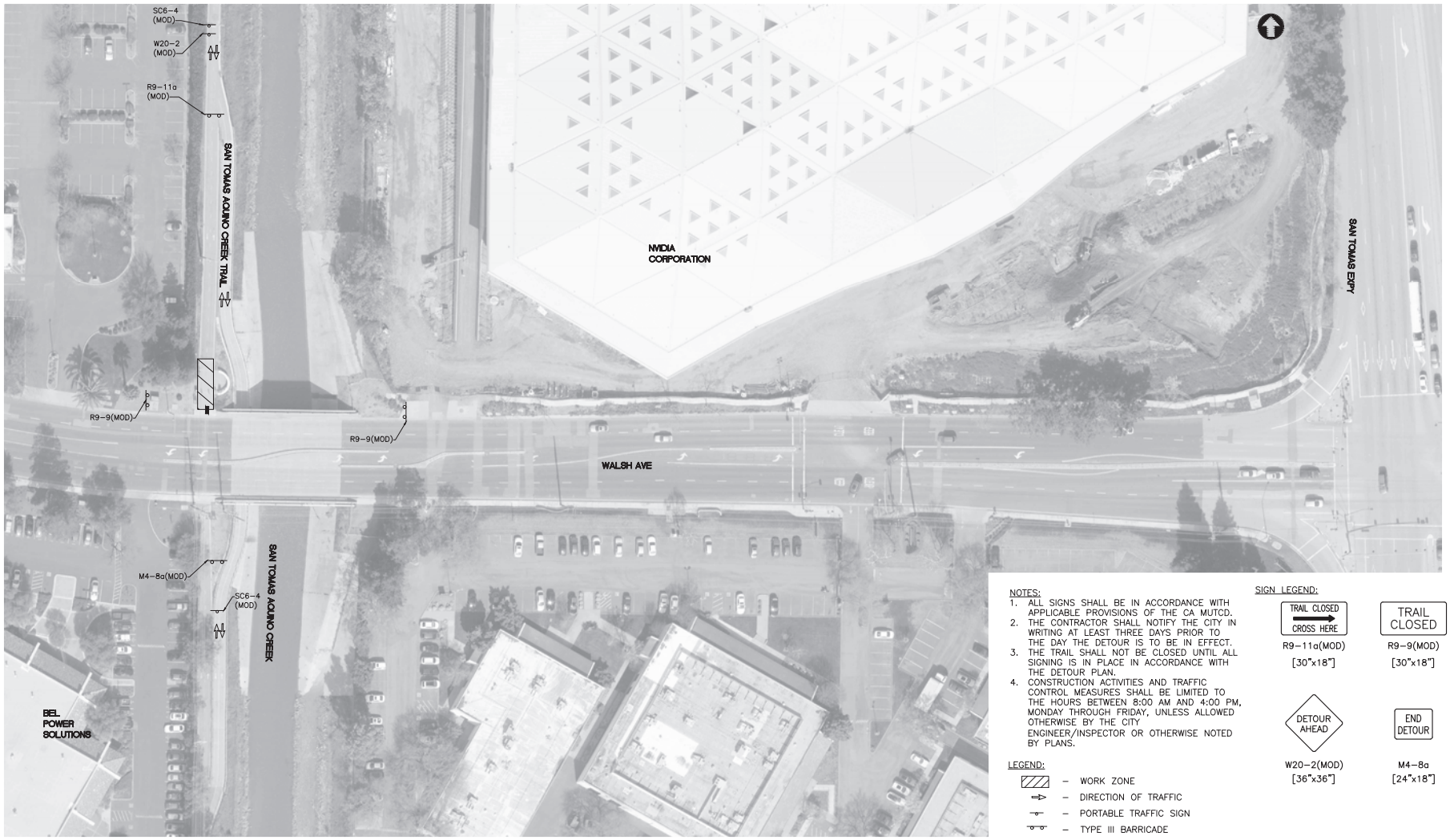

NOTES:
1. ALL SIGNS SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CA MUTCD.
2. THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING AT LEAST THREE DAYS PRIOR TO THE DAY THE DETOUR IS TO BE IN EFFECT.
3. THE TRAIL SHALL NOT BE CLOSED UNTIL ALL SIGNING IS IN PLACE IN ACCORDANCE WITH THE DETOUR PLAN.
4. CONSTRUCTION ACTIVITIES AND TRAFFIC CONTROL MEASURES SHALL BE LIMITED TO THE HOURS BETWEEN 8:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, UNLESS ALLOWED OTHERWISE BY THE CITY ENGINEER/INSPECTOR OR OTHERWISE NOTED BY PLANS.

LEGEND:
- – WORK ZONE
- – DIRECTION OF TRAFFIC
- – PORTABLE TRAFFIC SIGN
- – TYPE III BARRICADE

SIGN LEGEND:

TRAIL CLOSED / CROSS HERE — R9-11a(MOD) [30"x18"]

TRAIL CLOSED — R9-9(MOD) [30"x18"]

TRAIL CLOSED MON JAN 00 THRU FRI JAN 00 — SC6-4(CA) [48"x18"]

DETOUR AHEAD — W20-2(MOD) [36"x36"]

END DETOUR — M4-8a [24"x18"]

PLAN
SCALE: 1"=40'

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER — JAMES S. MAHAFFEY — C 80766 — CIVIL — STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

TRAIL DETOUR - WALSH AVE

HORIZONTAL SCALE: 1"=40' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	DA	02/19	TRACING No. 12291-D
DRAWN BY	MG	02/19	
CHECKED BY			
AS BUILT BY	JSM	06/20	SHEET 24 OF 30

SHEET No. C-32

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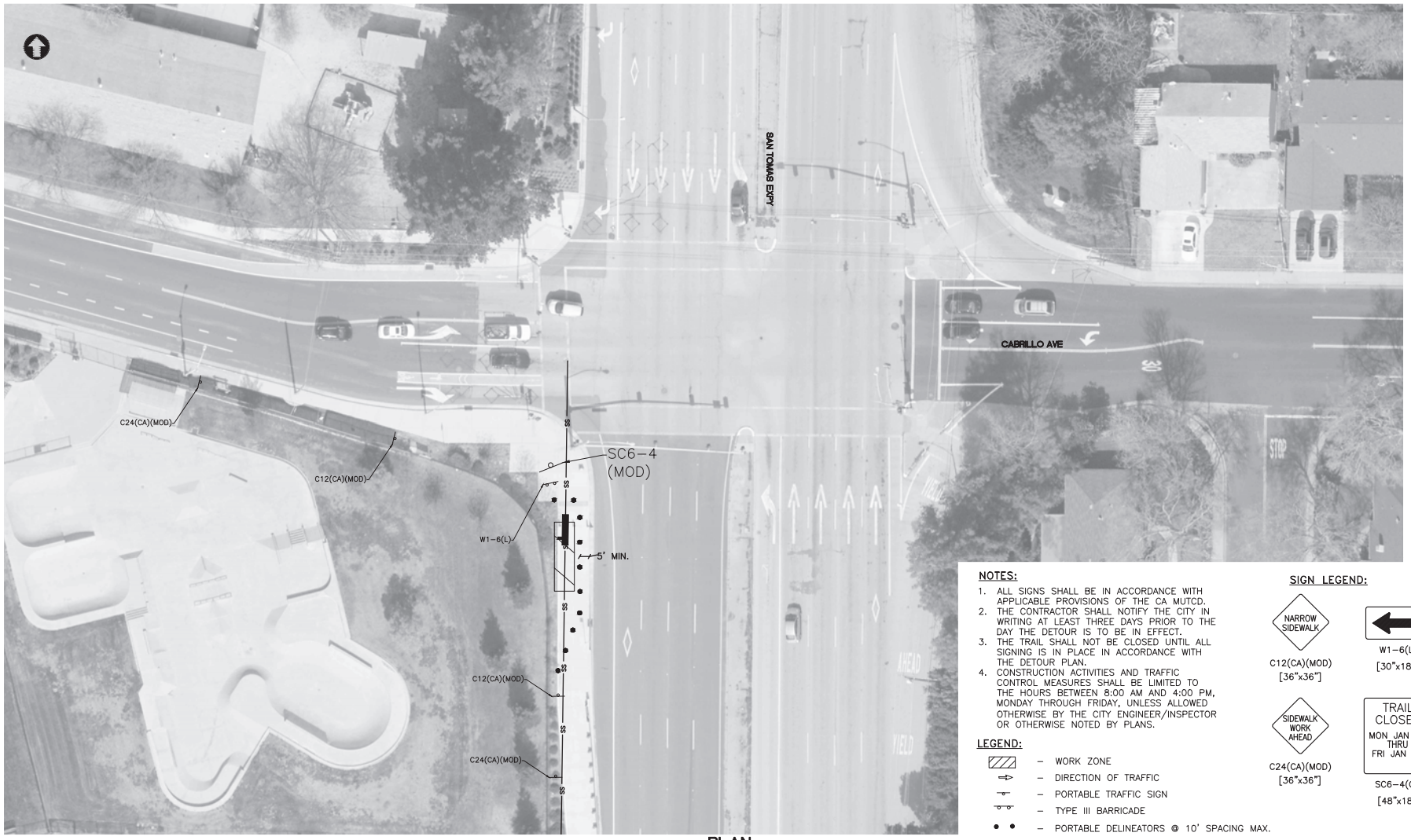

PLAN
SCALE: 1"=20'

NOTES:

1. ALL SIGNS SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CA MUTCD.
2. THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING AT LEAST THREE DAYS PRIOR TO THE DAY THE DETOUR IS TO BE IN EFFECT.
3. THE TRAIL SHALL NOT BE CLOSED UNTIL ALL SIGNING IS IN PLACE IN ACCORDANCE WITH THE DETOUR PLAN.
4. CONSTRUCTION ACTIVITIES AND TRAFFIC CONTROL MEASURES SHALL BE LIMITED TO THE HOURS BETWEEN 8:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, UNLESS ALLOWED OTHERWISE BY THE CITY ENGINEER/INSPECTOR OR OTHERWISE NOTED BY PLANS.

LEGEND:

- WORK ZONE
- DIRECTION OF TRAFFIC
- PORTABLE TRAFFIC SIGN
- TYPE III BARRICADE
- PORTABLE DELINEATORS @ 10' SPACING MAX.

SIGN LEGEND:

NARROW SIDEWALK
C12(CA)(MOD)
[36"x36"]

W1-6(L)
[30"x18"]

SIDEWALK WORK AHEAD
C24(CA)(MOD)
[36"x36"]

TRAIL CLOSED
MON JAN 00
THRU
FRI JAN 00
SC6-4(CA)
[48"x18"]

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

REGISTERED PROFESSIONAL ENGINEER JARED S. MARVIN C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

TRAIL DETOUR - SAN TOMAS TRAIL (1)

HORIZONTAL SCALE: 1" = 40' VERTICAL SCALE:

APPROVED BY			
TITLE			
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	INITIAL	DATE	Survey No. N/A
DESIGNED BY	DA	02/19	TRACING No. 12291-D
DRAWN BY	EJ	02/19	
CHECKED BY			
AS BUILT BY	JSM	06/20	SHEET 25 OF 30

SHEET No. C-33

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PLAN
SCALE: 1"=40'

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GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

NOTES:

1. ALL SIGNS SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CA MUTCD.
2. THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING AT LEAST THREE DAYS PRIOR TO THE DAY THE DETOUR IS TO BE IN EFFECT.
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5. THIS DETOUR PLAN SHALL BE IMPLEMENTED DURING SEGMENTS 17 TO 22 WORK ACTIVITIES.

LEGEND:

- WORK ZONE
- DIRECTION OF TRAFFIC
- PORTABLE TRAFFIC SIGN
- TYPE III BARRICADE
- PORTABLE DELINEATORS @ 10' SPACING MAX.

SIGN LEGEND:

SIDEWALK CLOSED CROSS HERE	SIDEWALK CLOSED CROSS HERE	END DETOUR	XWALK CLOSED
R9-11a [30"x18"]	R9-11a(R) [30"x18"]	M4-8a [24"x18"]	C30(CA)(MOD) [36"x36"]
TRAIL WORK AHEAD	TRAIL CLOSED AHEAD	DETOUR	DETOUR
W20-1(MOD) [36"x36"]	W20-3(MOD) [36"x36"]	M4-9a [30"x24"]	M4-9a(R) [30"x24"]

TRAIL CLOSED
MON JAN 00
THRU
FRI JAN 00

SC6-4(CA)
[48"x18"]

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

TRAIL DETOUR - SAN TOMAS TRAIL (2)

HORIZONTAL SCALE: 1"=40' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	DA	02/19	TRACING No.
DRAWN BY	EJ	02/19	12291-D
CHECKED BY			
AS BUILT BY	JSM	06/20	SHEET 26 OF 30

SHEET No. C-34

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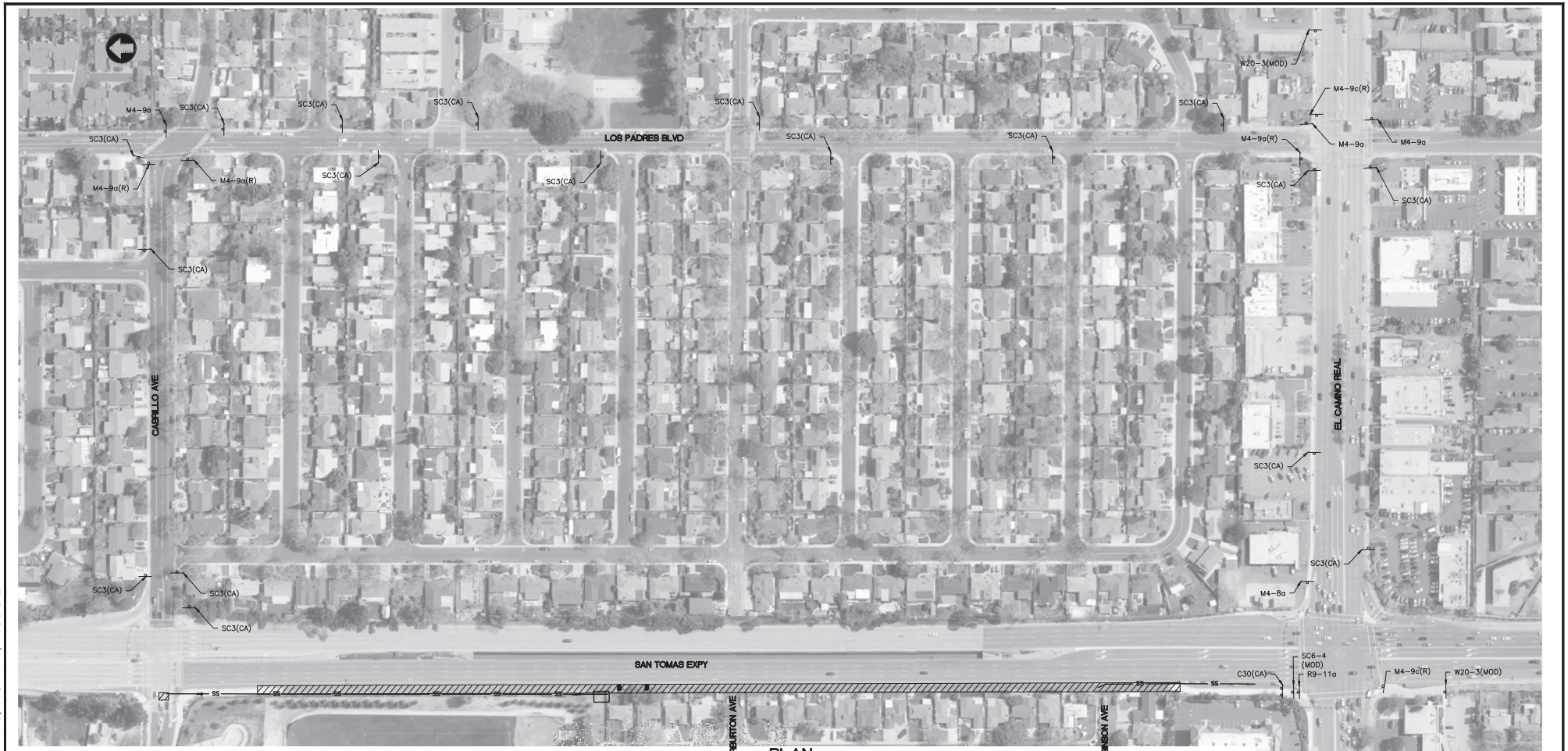

PLAN
SCALE: 1"=100'

NOTES:

1. ALL SIGNS SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CA MUTCD.
2. THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING AT LEAST THREE DAYS PRIOR TO THE DAY THE DETOUR IS TO BE IN EFFECT.
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5. THIS DETOUR PLAN SHALL BE IMPLEMENTED DURING SEGMENTS 17 TO 22 WORK ACTIVITIES.

SIGN LEGEND:

M4-9a	M4-9a(R)	M4-9b(R)	M4-9c(R)	SC3(CA)	W20-3(MOD)	R9-11a	SC6-4(CA)
[30"x24"]	[30"x24"]	[30"x24"]	[30"x24"]	[36"x12"]	[36"x36"]	[30"x18"]	[48"x18"]

LEGEND:

- WORK ZONE
- DIRECTION OF TRAFFIC
- PORTABLE TRAFFIC SIGN
- TYPE III BARRICADE
- PORTABLE DELINEATORS @ 10' SPACING MAX.

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED (30 0 10 20 40 60 80 100)

REGISTERED PROFESSIONAL ENGINEER JARED S. MARKEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08		
ACCOUNT No.	594-4443-80300-1912		
DATE	No.	REVISION	BY
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CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

TRAIL DETOUR - SAN TOMAS TR. (3)

HORIZONTAL SCALE: 1"=100' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	DA	02/19	TRACING No. 12291-D
DRAWN BY	EJ	02/19	
CHECKED BY			
AS BUILT BY	JSM	06/20	SHEET 27 OF 30

SHEET No. C-35

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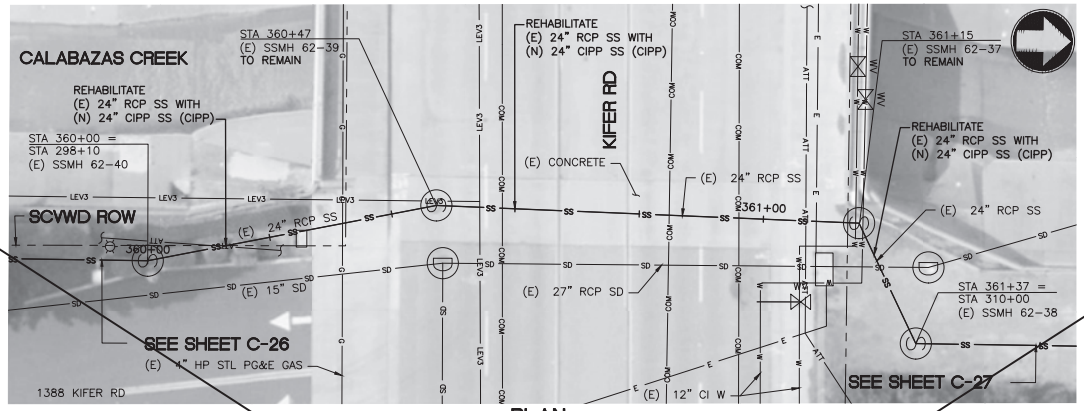
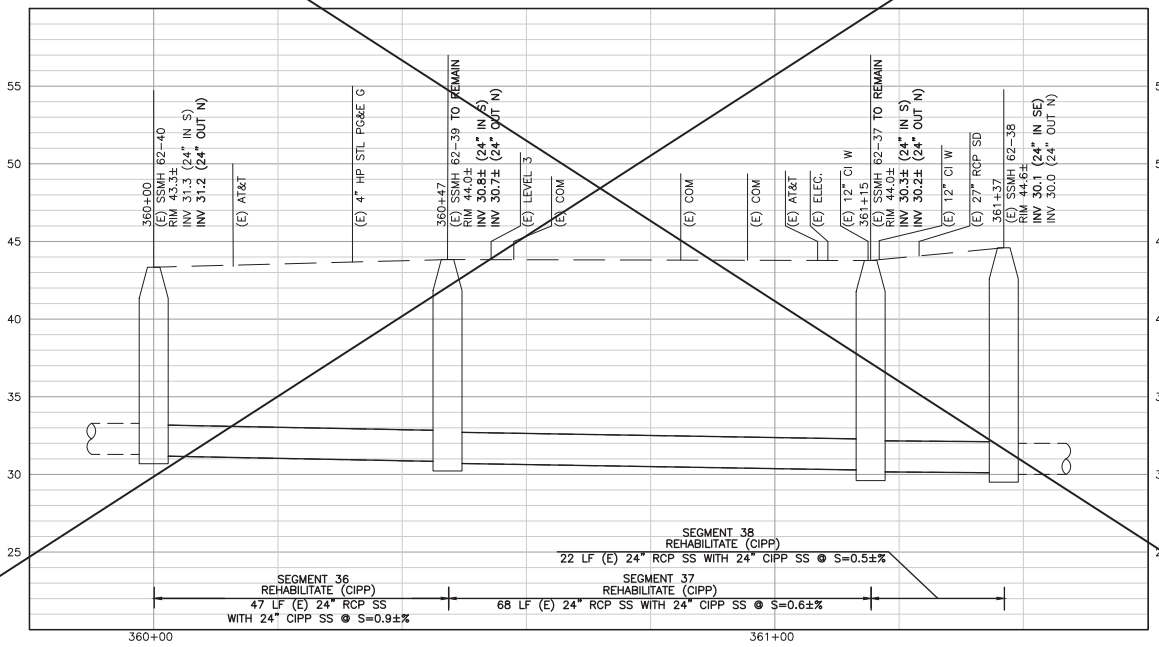


PLAN
SCALE: 1"=10'

SEGMENTS 36,37,38, DELETED FROM CONTRACT



PROFILE
SCALE: 1"=10' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS.
2. NOT USED.
3. NOT USED.
4. DRIVEWAY ACCESS TO 1388 KIFER RD. SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OPERATIONS.
5. FOR SEGMENTS 36, 37 & 38, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED IN TEMPORARY TRENCH FROM MH 62-48 TO MH 62-34 WITHIN ROADWAY AND MAY BE LOCATED AT GROUND SURFACE FROM MH 62-48 TO MH 62-34 OUTSIDE ROADWAY, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MH 62-34 IS LOCATED APPROXIMATELY 343 FEET TO THE NORTH OF MH 62-38. MH 62-48 IS LOCATED APPROXIMATELY 307 FEET TO THE SOUTH OF MH 62-40.
6. NOT USED.
7. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT-OF-WAY.
9. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
10. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH SCVWD PERMIT REQUIREMENTS. REFER TO CONTRACT SPECIFICATION APPENDICES FOR SCVWD PERMIT.
11. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
6/15/20	1	RECORD PLAN	OP

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 36, 37 & 38 - KIFER RD.

HORIZONTAL SCALE: 1"=10' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	06/25	TRACING No.
DRAWN BY	LAV	06/25	12291-D
CHECKED BY	TGG	06/25	
AS BUILT BY	JSM	06/20	SHEET 28 OF 30

SHEET No. C-36

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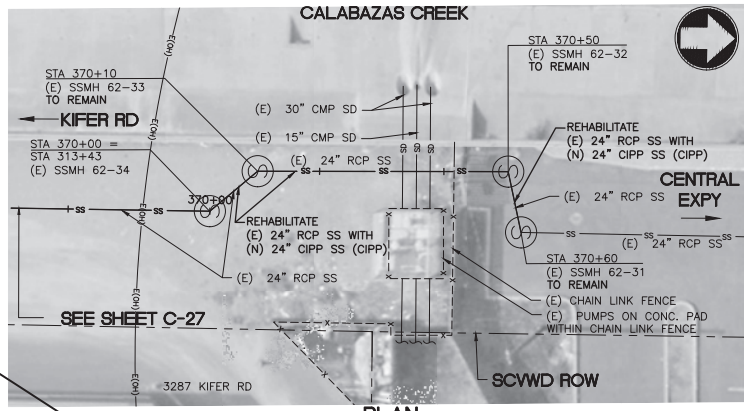
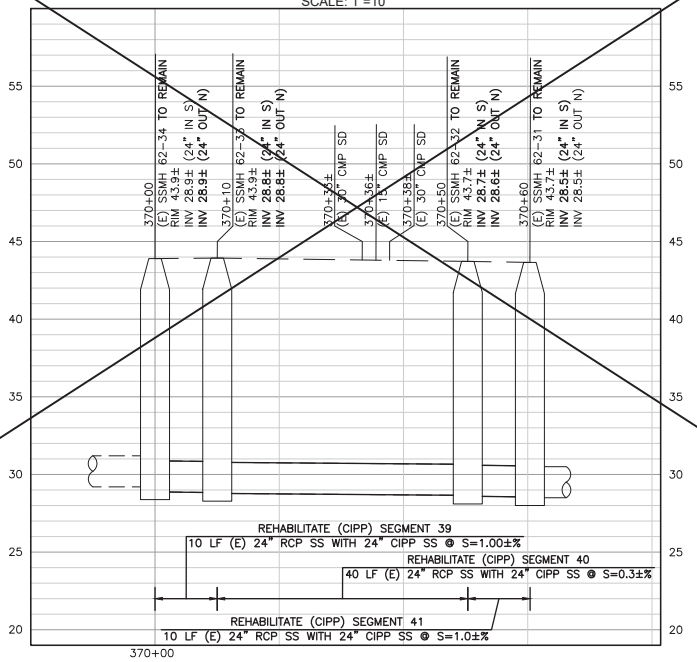


PLAN
SCALE: 1"=10'

SEGMENTS 39,40,41, DELETED FROM CONTRACT



PROFILE
SCALE: 1"=10' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON AS-BUILT DRAWINGS.
2. NOT USED.
3. NOT USED.
4. DRIVEWAY ACCESS TO 3287 KIFER RD. SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OPERATIONS.
5. FOR SEGMENTS 39, 40 & 41, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 62-38 TO MH 62-29 LOCATED SOUTH AND NORTH OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL NOTIFY SCVWD INSPECTOR AT LEAST 2 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE DISTRICT'S RIGHT-OF-WAY.
8. ANY DAMAGE TO SANTA CLARA VALLEY WATER DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED IN KIND TO THE SATISFACTION OF THE DISTRICT.
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10. CONTRACTOR MUST COMPLY WITH AVOIDANCE AND MITIGATION MEASURES IN CONTRACT APPENDIX D. COMPENSATION FOR COMPLIANCE IS INCLUDED IN VARIOUS ITEMS OF WORK.

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

REGISTERED PROFESSIONAL ENGINEER JAMES S. MAHAFFEY C 80766 CIVIL STATE OF CALIFORNIA

MOTT MACDONALD

PROJECT No. CE	18-19-08
ACCOUNT No.	594-4443-80300-1912

DATE	No.	REVISION	BY
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CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT-PHASE 1

SEG. 39, 40 & 41 - KIFER RD.

HORIZONTAL SCALE: 1"=10' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JSM	06/27	TRACING No.
DRAWN BY	LAV	06/27	12291-D
CHECKED BY	TGG	06/27	
AS BUILT BY	JSM	06/20	SHEET 29 OF 30

SHEET No. C-37

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User: | C-LIN_E | C-PROPS_E | C-UTIL-H | C-TBL-PH | | VA-SITE-29-30-31

Technical Memorandum

Subject:	**Patrick Henry Drive Specific Plan Evaluation of Capacity Improvement Project Alternatives**
Prepared for:	Evelyn Liang, City of Santa Clara
Prepared by:	Jehan Anketell, P.E. California License No. C89904 Mike Matson, P.E. California License No. C42546 Nuria Bertran-Ortiz, P.E. California License No. C68537
Reviewed by:	Glenn Hermanson, P.E. California License No. C46659
Reference:	Project 0011096, Task 2.22
Date:	December 3, 2021

1. Background and Approach

At the request of the City of Santa Clara (City), Woodard & Curran identified and developed capacity improvement project alternatives for addressing capacity deficiencies resulting from the proposed Patrick Henry Drive (PHD) Specific Plan development proposal.

The PHD Specific Plan proposes to develop parcels bounded by Calabazas Creek to the west, Mission College Boulevard to the south, Great America Parkway to the east, and the Hetch Hetchy (City of San Francisco Public Utilities Commission Bay Division Pipelines [SFPUC BDPL]) right-of-way to the north. Potential sanitary sewer capacity impacts of the proposed PHD Specific Plan were evaluated and summarized in a development review technical memorandum prepared by Woodard & Curran for the City (Sanitary Sewer Capacity Evaluation for Proposed Patrick Henry Drive Specific Plan, May 7, 2020).

This Technical Memorandum (TM) presents an overview of deficiencies within the existing sewer system within the Specific Plan area and tributary to the existing Tasman Lift Station, which serves the Specific Plan area among other areas. **Figure 1** shows the proposed development area and surrounding sewers modeled in that analysis.

This TM presents the development of sewer capacity improvement alternatives and the evaluation and recommendations for improvements that meet the Specific Plan development needs. The approach taken for this study consists of the following steps:

1) Determine whether the existing Tasman Lift Station footprint can accommodate lift station capacity improvements to meet the needs of the PHD Specific Plan development
2) Identify gravity and pumped alternatives to accommodate the additional flows generated from the PHD Specific Plan development.
3) Conduct hydraulic analyses of the proposed gravity concepts and select the three best concepts for further development.
4) Develop a set of alternatives evaluation criteria and evaluation approach to evaluate the alternatives and determine the best alternative for further development.

This TM is organized as follows:

1.1 Contents

1 Background and Approach..... 1
2 Alternatives Development..... 2

2.1 Added Capacity to Existing Tasman Lift Station 2
2.2 Gravity Alternatives 4
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2.3.1 Dedicated PHD Lift Station 15
2.3.2 New Tasman Lift Station 15
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3.1 Easements and Right-of-Way Encroachments 17
3.2 Hydraulic Performance/City Design Criteria 18
3.3 Utility Crossings 19
3.4 Constructability 19
3.5 Operation and Maintenance 20
3.6 Permitting 20
3.7 Capital Construction Cost 20
4 Alternative Evaluation – Analysis 21
4.1 Recommendations and Next Steps 21

Appendices

Appendix A – Hydraulic Modeling Results
Appendix B – Alternative Concept Plans
Appendix C – Lift Station Concept Layouts
Appendix D – Conceptual Cost Estimates
Appendix E – Utility Crossing Tables

2. Alternatives Development

A total of eleven alternatives were identified as part of the development process including:

- One capacity improvement alternative at the existing Tasman Lift Station
- Eight gravity sewer alternatives (described as six horizontal alignment scenarios (A thru F))
- Two sewer lift station alternatives

2.1 Capacity Improvements at Existing Tasman Lift Station

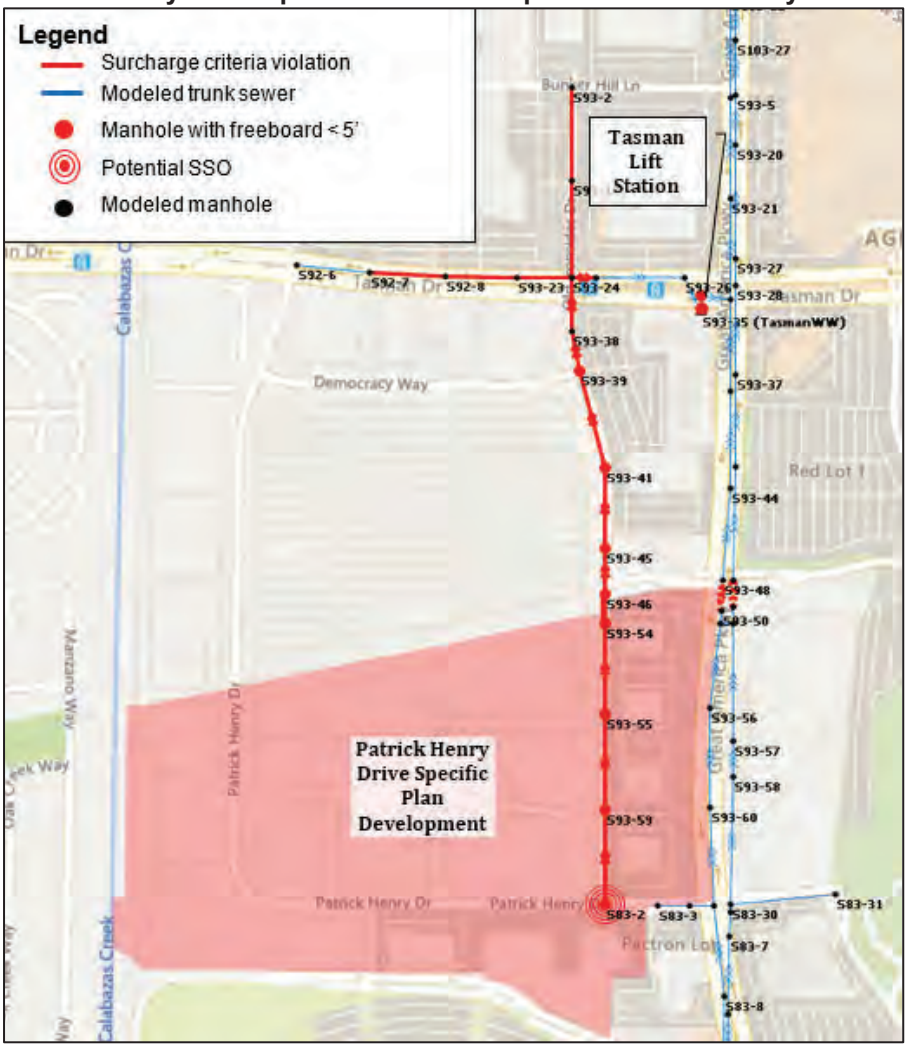
A summary of the existing Tasman Lift Station is provided in **Table 1**.

Table 1: Existing Tasman Lift Station

Type	Capacity	Pumps	Wet Well Size	Lift Station Easement
Submersible	1.5 MGD	Two 10 hp pumps (duty/standby)	8’ diameter approx.	10’x10’ approx.

A review of the as-builts drawings for the lift station and a site visit were performed to identify whether additional capacity could be added within its existing footprint to handle an increase in flow tributary to the lift station from the Patrick Henry Drive Specific Plan development area. Modeling results presented in the

Figure 1: Patrick Henry Drive Specific Plan Development and Previously Modeled Sewers



May 2020 TM determined that the capacity of the Tasman Lift Station would need to be increased from 1.5 MGD to 4.25 MGD to serve the PHD development.

As a first step, Woodard & Curran contacted Flygt, the submersible pump manufacturer of the existing Tasman Lift Station pumps, on June 11th 2021. Flygt's applications engineer provided a recommended configuration for a 4.25 MGD (25 hp) duplex pump arrangement that could handle the projected flows. The recommended wet well size for two 4.25 MGD submersible pumps is a 10-foot diameter wet well, which would require acquisition of an additional easement for a larger facility.

Woodard & Curran then visited the Tasman Lift Station and met with City operations staff. The lift station cover hatches were opened to observe a pumping cycle. The existing 1.5 MGD submersible pump started when the wet well reached the "Start Pump" level and very quickly pumped down the wet well level to the "Pump Off" level, even before the influent sewer, which was surcharged while the pump was off, emptied into the wet well. The hydraulic conditions during pump operation were turbulent and likely resulted in entrained air into the pump, which can cause performance issues and damage over time. The observed conditions suggest that the existing 8-foot diameter wet well may be too small for optimal suction hydraulics.

Given the observed operation of the existing 1.5 MGD pump operating in an 8-foot diameter wet well, it is clear that a pump nearly three times the capacity would not perform well in the existing wet well. Operating

the larger pump within the existing 8-foot diameter wet well will cause there to be very quick drawdown, a short minimum operating time and high number of starts per hour leading to increased wear and potential damage to the pumps due to turbulent suction conditions, frequent pump cycling and incremental additional surcharging of the influent sewer.

The City identified a constraint for modifications to the existing Tasman Lift Station. Any modifications that would expand the 10-foot square site should be considered a fatal flaw. Because the recommended 10-foot diameter wet well would occupy a footprint greater than 10-foot square, this alternative is fatally flawed and will not be considered further.

2.2 Gravity Sewer Concepts and Initial Screening

Woodard & Curran and the City developed eight gravity sewer concepts (using six horizontal alignments) through a series of teleconference workshops, as follows:

Scenario A – In this scenario, all PHD development flows drain to the Great America Parkway (GAP) West trunk at manhole S83-5, at the intersection of Patrick Henry Drive and Great America Parkway. **Figure 3** shows the sewer configuration for Scenario A. Scenario A was modeled with three alternate profiles, as described in **Appendix A**.

Scenario B – In this scenario, all PHD flows drain to the GAP West trunk at manhole S93-53, on Great America Parkway south of Old Glory Lane, constructing a new sewer through private property associated with the PHD Specific Plan development area. **Figure 4** shows the sewer configuration for Scenario B.

Scenario C –In this scenario, part of the PHD development drains north to the GAP West trunk manhole S93-54 while the remaining development flows drain south and east along PHD to the GAP West trunk manhole S83-5. **Figure 5** shows the sewer configuration for Scenario C.

Scenario D – This scenario drains most of the PHD development flows to the GAP West Trunk just north (downstream) of the existing GAP siphons crossing under the existing SFPUC BDPL, via new sewer siphons under the SFPUC BDPL on Old Ironsides Drive and a new sewer in Old Glory Lane. A plan view of this scenario is shown on **Figure 6**.

Scenario E – This scenario drains most of the PHD development flows to the GAP West Trunk at Patrick Henry Drive. The scenario also proposes to upsize and lower a portion of the GAP West Trunk (from Patrick Henry Drive to manhole S93-53 (manhole acting as bridge between the West and East GAP trunks). A plan view of this scenario is shown on **Figure 7**.

Scenario F – This scenario drains all the PHD development flows via a new local sewer located along GAP and parallel to the GAP West Trunk. The new sewer would discharge to the GAP West Trunk at manhole S93-53 (manhole acting as bridge between the West and East GAP trunks located just south of the existing GAP trunk siphons under the existing SFPUC BDPL). A plan view of this scenario is shown on **Figure 8**.

2.2.1 Hydraulic Modeling

Each of the concepts was initially developed using the hydraulic model. Flows representing the proposed PHD Specific Plan area development were used to size the sewers based on maximum d/D criteria of 0.75 under peak wet weather flow conditions and assuming no backwater on each pipe segment. The model was run to assess hydraulic performance and degree to which a scenario meets the City's performance criteria for gravity sewers.

The hydraulic performance of the scenarios to gravity drain to the GAP West trunk was analyzed under peak wet weather flow (PWWF) and peak dry weather flow (PDWF) conditions, assuming buildout loads into the collection system, including the PHD Specific Plan development loads. The results of the analysis are summarized in **Table 2** and **Table 3**, and a more detailed summary of the modeling analysis is provided in **Appendix A**. Based on the model results, none of the proposed gravity sewer concepts met the City's criteria for sewers, which includes:

- Minimum sewer pipe cover of 6 feet from finished grade.
- Sufficient flow and/or slope to provide a minimum flow of 2 feet per second when flowing full or half full.
- No backwater effects from the GAP West trunk (note that the GAP is itself surcharged and under capacity, meaning any gravity alternative is likely to be surcharge).

2.2.2 Initial Screening

The City indicated that a gravity alternative can still be a viable solution despite not meeting all City criteria if advantages of a gravity alternative outweigh the drawbacks of another solution. Meetings were held with the City on July 8 and September 1, 2021, to discuss the results of the gravity alternatives analysis and to screen the gravity concepts down to three gravity alternatives for further development. The City team reached consensus that Scenarios B, D, and E were the better scenarios to move into alternatives development and evaluation.

Table 2: Hydraulic Modeling Results – Patrick Henry Drive

Gravity Scenario	Patrick Henry Drive[4]				
	Slope	Min. Pipe Cover (ft)	Max Surcharge Level[1] (ft)	Min Freeboard[1] (ft)	Max Velocity[2] (fps)
A.1	0.001	4	0.9	4.7	0.43 - 2.2
A.2	0.001	3	No surcharge	4	0.44 - 4.4
A.3	0.0018 - 0.0005	3.3	0.4	4	0.73 - 4.1
B	0.0036 - 0.0009	4	0.1	4.4	1.5 - 2.2
C	0.0022 - 0.0009	4	0.4	4.6	0.7 - 3.1
D	0.0036 - 0.001	4	0.1	4.4	1.5 - 2.2
E	0.0036 - 0.001	4	2.7	4.4	1.1 - 1.9
F[3]	0.0036 - 0.0008	4	1.1	4.5	1.2 - 2.5

[1] Maximum surcharge level and minimum freeboard under future (2035) PWWF conditions.
[2] Maximum velocity during dry weather flow conditions, under future (2035) PDWF conditions.
[3] Data shown for Scenario F under the Patrick Henry Drive columns includes results for the local parallel sewer segments along GAP trunk.
[4] Red denotes criteria not met. Orange denotes criteria partially met. Green denotes criteria met.

Table 3: Hydraulic Modeling Results – Old Ironsides Drive

Gravity Scenario	Old Ironsides Drive[4]				
	Slope	Min. Pipe Cover (ft)	Max Surcharge Level[1] (ft)	Min Freeboard[1] (ft)	Max Velocity[2] (fps)
A.1	0.0018	3	1	4.2	0.93 - 1.2
A.2	0.0018	2.3	0.3	3.8	0.85 - 1.2
A.3	0.0018	3	1	4.2	0.80 - 1.2
B	0.0009	7.2	1.2	6.4	1.9 - 2.5
C	0.0034	5.7	1.5	6	1.6 - 1.9
D	0.001	7.1	1.1	6.0	1.9 - 2.5
E	0.002 - 0.0028	4	2.5	3.7	1 - 2.3
F[3]	0.0035 - 0.002	4	0.68	4.7	1 - 1.8

[1] Maximum surcharge level and minimum freeboard under future (2035) PWWF conditions.
[2] Maximum velocity during dry weather flow conditions, under future (2035) PDWF conditions.
[3] Data shown for Scenario F under the Patrick Henry Drive columns includes results for the sewer segments along GAP.
[4] Red denotes criteria not met. Orange denotes criteria partially met. Green denotes criteria met.

2.3 Gravity Sewer Alternatives Development

At the direction of the City, Scenarios B, D and E have been carried forward for further development and evaluation. Concept plans for the three alternatives were developed and are provided in **Appendix B**.

2.3.1 Utility Crossings

Mapping of existing utilities in the project area consists of a preliminary utility investigation conducted by BKF Engineers, which was provided by the City, along with as-builts for relevant City-owned utilities. The utility information was compared with the proposed alignments for the selected scenarios to identify potential conflicts and key crossings. Where depth information of utilities was available the crossing was checked against the proposed vertical profiles of the sewers generated by the hydraulic model to identify potential conflicts. For crossings with an identified conflict a mitigation measure was proposed to avoid the conflict. Several crossings with potential conflicts were identified where proposed mitigation measures may not be feasible to implement and additional investigation is required to determine if the crossing conflict can be mitigated. For example, where a storm drain lateral would need to be raised above the proposed sewer to avoid a conflict, the potential upstream impacts of raising the storm drain needs to be further evaluated to identify other conflicts that might be created and impacts on the upstream drainage inlet or curb inlet. Field utility locating and potholing of critical crossings is needed to confirm fatal flaws or mitigations to avoid conflicts. Crossings where the utility depth information is not available were identified as "undetermined" conflict needing further investigation. A summary table of the utility crossings and proposed conflict mitigations are shown in **Appendix E**, with crossing identification tags (e.g. 1, 2, 3) correlating to those shown in the concept plans in **Appendix B**. A list of the utilities providing record mapping in the project area is also included on the concept plans in **Appendix B**.

Scenario B Alternative

A summary of the utility crossings for Scenario B are presented in **Table 4**. Five storm drain laterals were identified as a potential conflict with the proposed alignment. For three of the conflicting storm drain laterals, the available as-built information indicates adequate fall to the storm drain main to allow the storm drain laterals to be relocated below the proposed sewer. It is assumed that the lower storm drain lateral would not conflict with other utilities. For two of the conflicting storm drain laterals (IDs 34 and 37) on Old Ironsides Dr it is not feasible to relocate below the sewer and the storm drain laterals would have to be raised above the sewer. Further evaluation is needed to evaluate upstream impacts from raising the laterals to validate the feasibility of this mitigation measure. Instead of raising the storm drain laterals and the upstream and on-site drainage pipelines, it may be possible to construct a new storm drain in Patrick Henry Drive parallel to the proposed sewer and cross the proposed sewer at a different location.

Table 4 Scenario B Utility Crossings Summary

Identified Conflict	Count
Resolvable[1]	3
Requires Further Evaluation[2]	2
Undetermined[3]	39
Total	*47*

[1] Conflict can be resolved by lowering storm drain. Assumes lower storm drain does not conflict with other utilities.
[2] Requires further evaluation to determine upstream impacts of raising storm drain.
[3] Insufficient information to determine whether there is a conflict.

Scenario D Alternative

A summary of the utility crossings for Scenario D are presented in **Table 5.** Five storm drain laterals and one storm drain main were identified as a potential conflict with the proposed alignment. For three of the conflicting storm drain laterals the available as-built information indicates adequate fall to the storm drain main to allow for the laterals to be relocated below the proposed sewer. It is assumed that the lower storm drain lateral would not conflict with other utilities. For two of the conflicting storm drain laterals (IDs 34 and 37) on Old Ironsides Dr., it is not feasible to relocate below the sewer. The storm drain lateral would

have to be raised above the sewer. Further evaluation is needed to determine upstream impacts of raising the lateral to validate this mitigation measure. One crossing of a 24-inch storm drain main (ID 53) was identified as a likely partial conflict with the proposed sewer based on as-built information. Field locating of the utility would assist in determining a conflict avoidance design for the sewer to avoid the existing storm drain. Scenario D also involves upsizing the SFPUC BDPL sewer crossing and converting it into a double barrel siphon. The existing 12-inch sewer splits into two 8-inch sewers to cross directly under the BDPLs and any new construction would require larger pipes and increased vertical clearance.

Table 5 Scenario D Utility Crossings Summary

Identified Conflict	Count
Resolvable[1]	3
Requires Further Evaluation[2]	3
Undetermined[3]	42
Total	*52*

[1] Conflict can be resolved by lowering storm drain. Assumes lower storm drain does not conflict with other utilities.
[2] Requires further evaluation to determine upstream impacts of raising storm drain lateral; confirm storm drain depth where available data indicates near conflict.
[3] Insufficient information to determine whether there is a conflict.

Scenario E Alternative

A summary of the utility crossings for Scenario E are presented in **Table 6.** Four storm drain laterals and one storm drain main were identified as a potential conflict with the proposed alignment. For three of the conflicting storm drain laterals, the available as-built information indicates adequate fall to the storm drain main to allow for the laterals to be relocated below the proposed sewer. It is assumed that a lower storm drain lateral would not conflict with other utilities. For one of the conflicting storm drain laterals (ID 40) on Old Ironsides Dr it is not feasible to relocate below the sewer and the storm drain lateral would have to be raised to cross over the sewer. Further evaluation is needed to determine upstream impacts of raising the lateral to validate this mitigation measure. A conflict with a 72-inch storm drain (ID 61) on Great America Parkway was also identified. A potential mitigation for this conflict is to reconstruct the existing 72-inch storm drain to transition to 3-53”x34” oval pipes to pass under the proposed sewer. A similar solution has been implemented on the same storm drain further downstream at the crossing of the SFPUC BDPLs. Preliminary analysis of this crossing indicates this would provide a small amount of separation between the sewer and storm drain, on the order of inches. Potholing of the utility would be needed in inform the design of the sewer profile and storm drain modifications to eliminate the conflict.

Table 6 Scenario E Utility Crossings Summary

Identified Conflict	Count
Resolvable[1]	3
Requires Further Evaluation[2]	2
Undetermined[3]	42
Total	*52*

[1] Conflict can be resolved by lowering storm drain. Assumes lower storm drain does not conflict with other utilities.
[2] Requires further evaluation to determine upstream impacts of raising storm drain lateral; confirm storm drain depth and proposed sewer depth to validate existing storm drain can be reconstructed as 3-54x34” lines to pass under the proposed sewer.
[3] Insufficient information to determine whether there is a conflict.

The significant number of “undetermined” utility crossings is a risk that can be mitigated through potholing and close coordination with the utility owners. All three gravity alternatives also include two crossings of a 24-inch high pressure PG&E gas transmission pipeline, which will require special clearances and coordination with the PG&E. Coordination with PG&E and other utility owners will be needed to perform potholing and design the sewer improvements, which will impact the design schedule.

Figure 2: Existing Sewers Around the Patrick Henry Drive Development

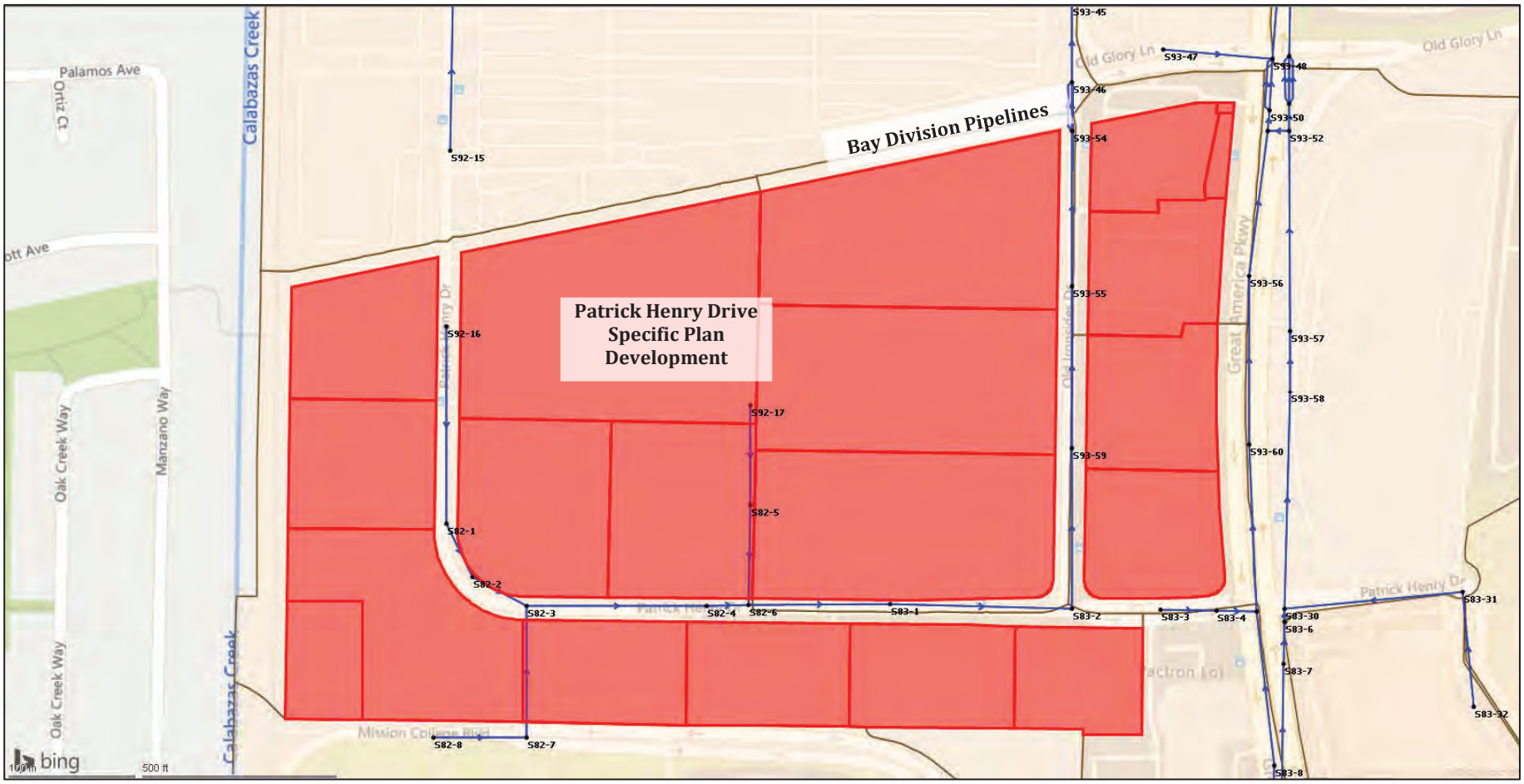


Figure 3: Scenario A Overview

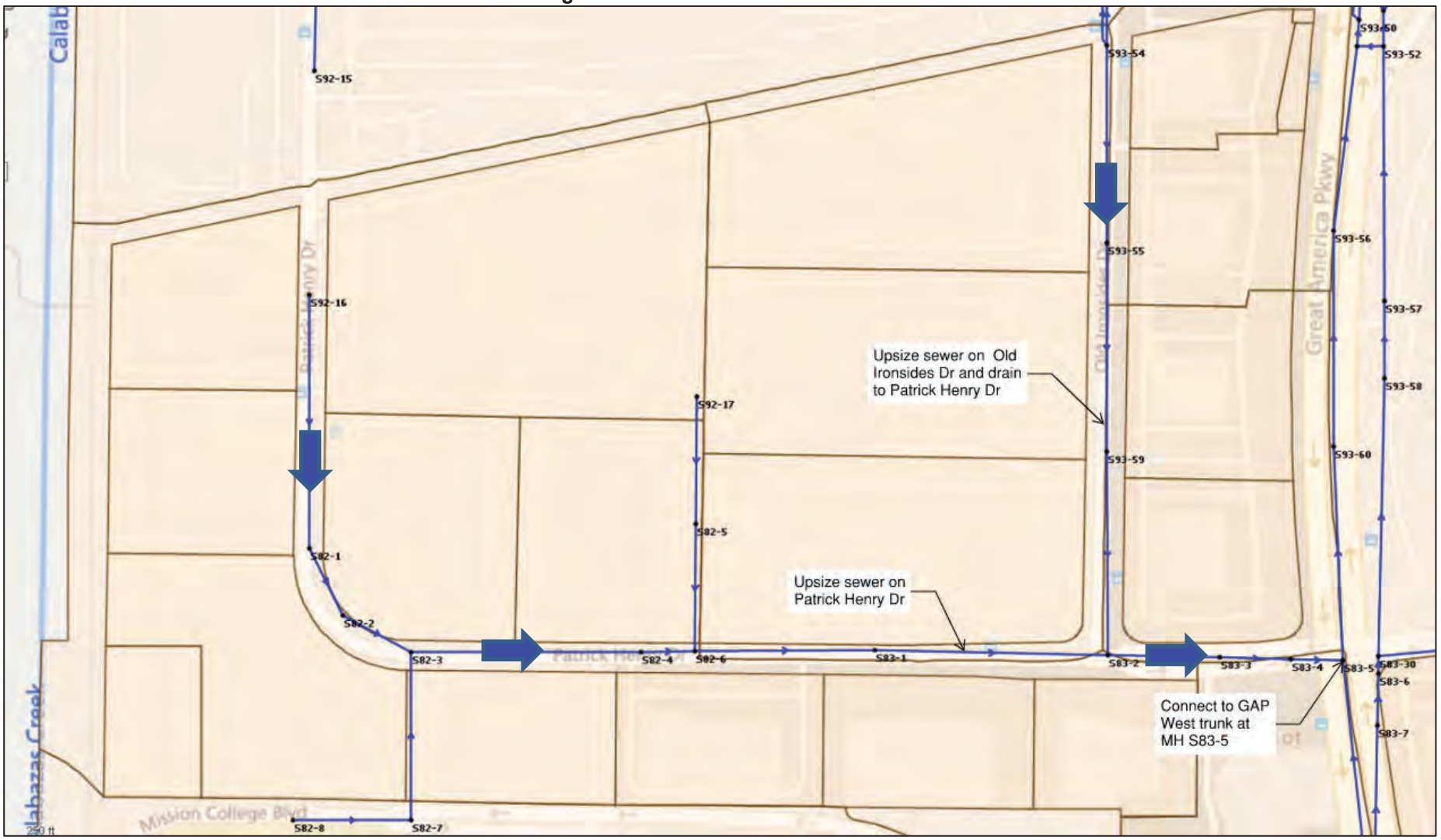


Figure 4: Scenario B Overview

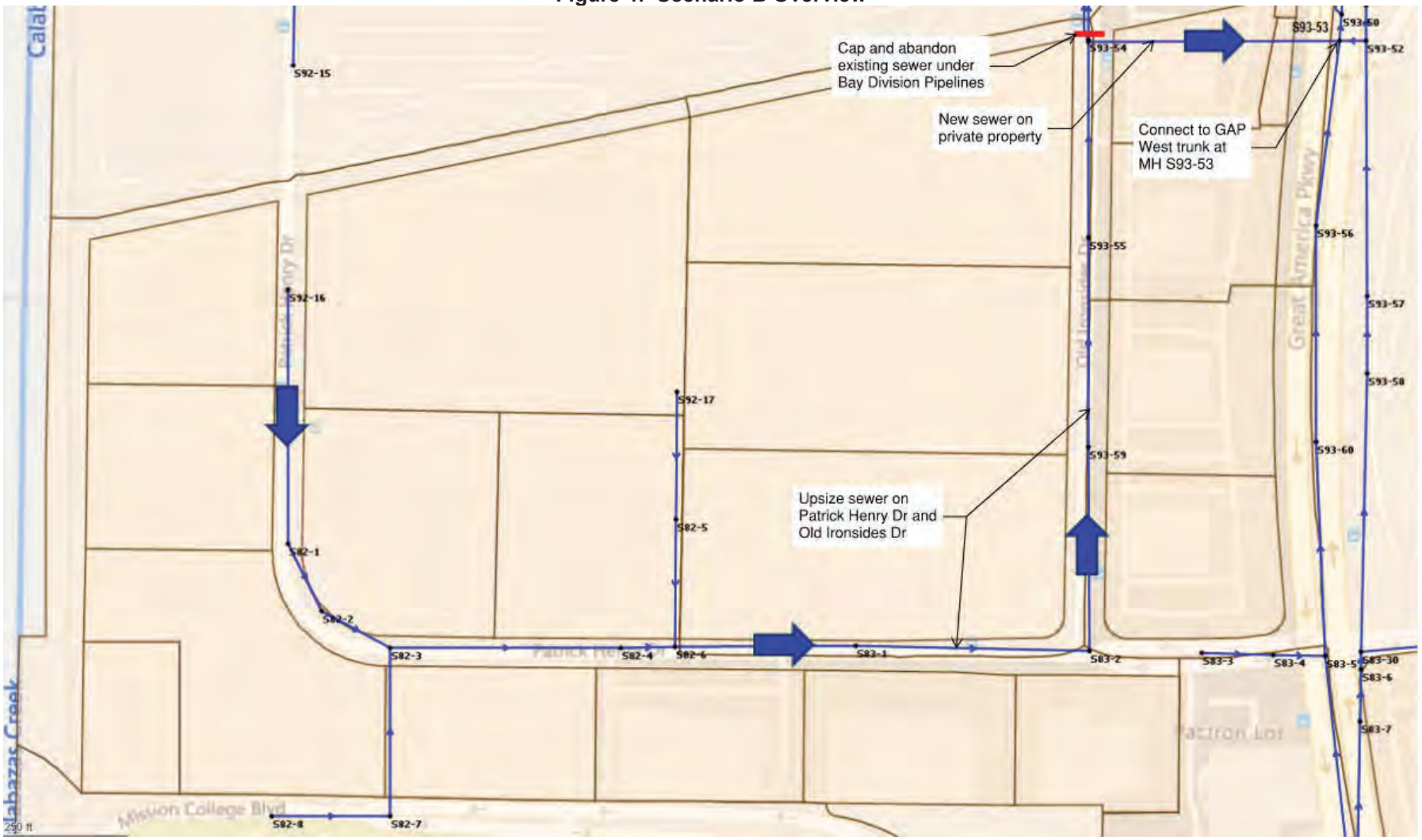


Figure 5: Scenario C Overview

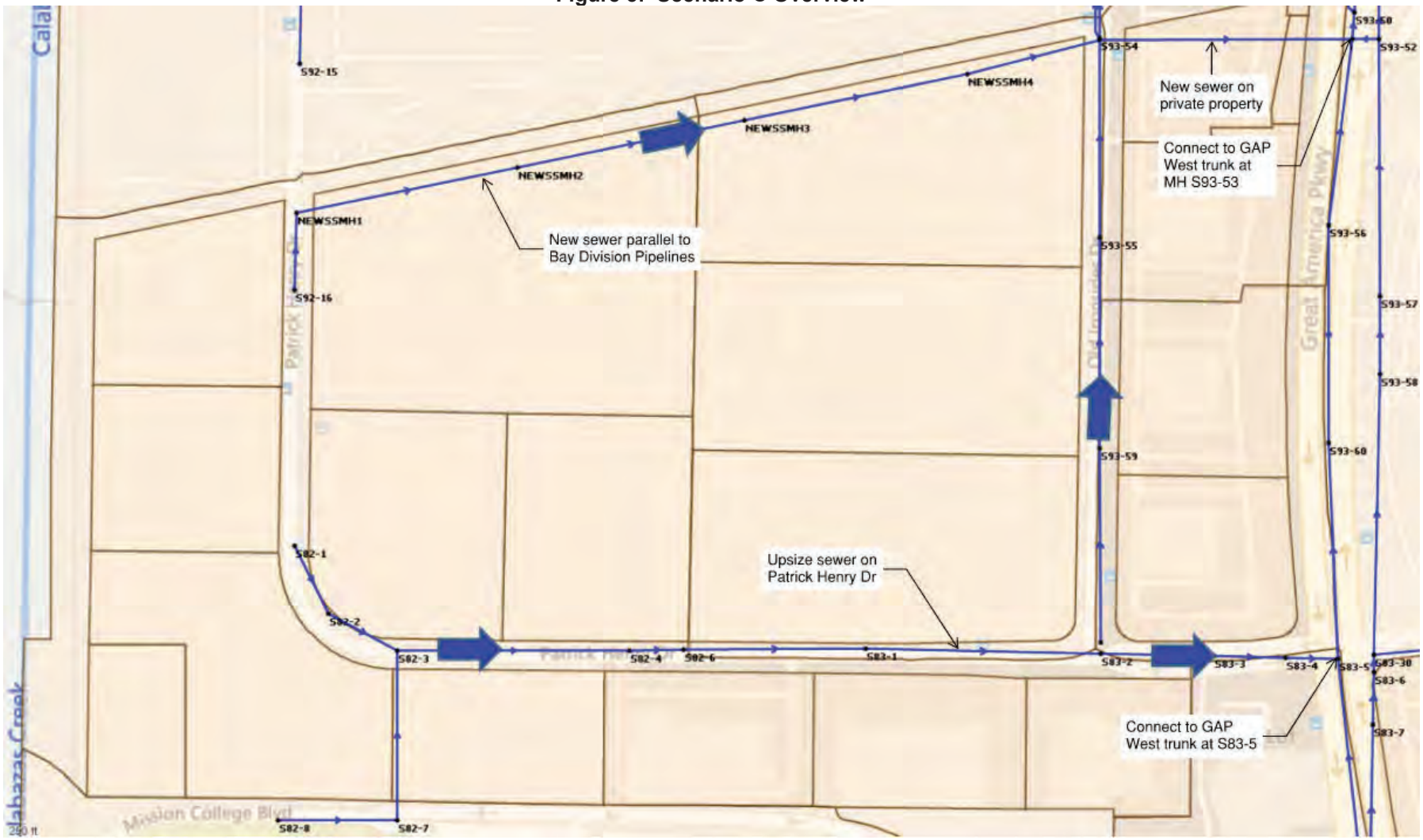


Figure 6: Scenario D Overview

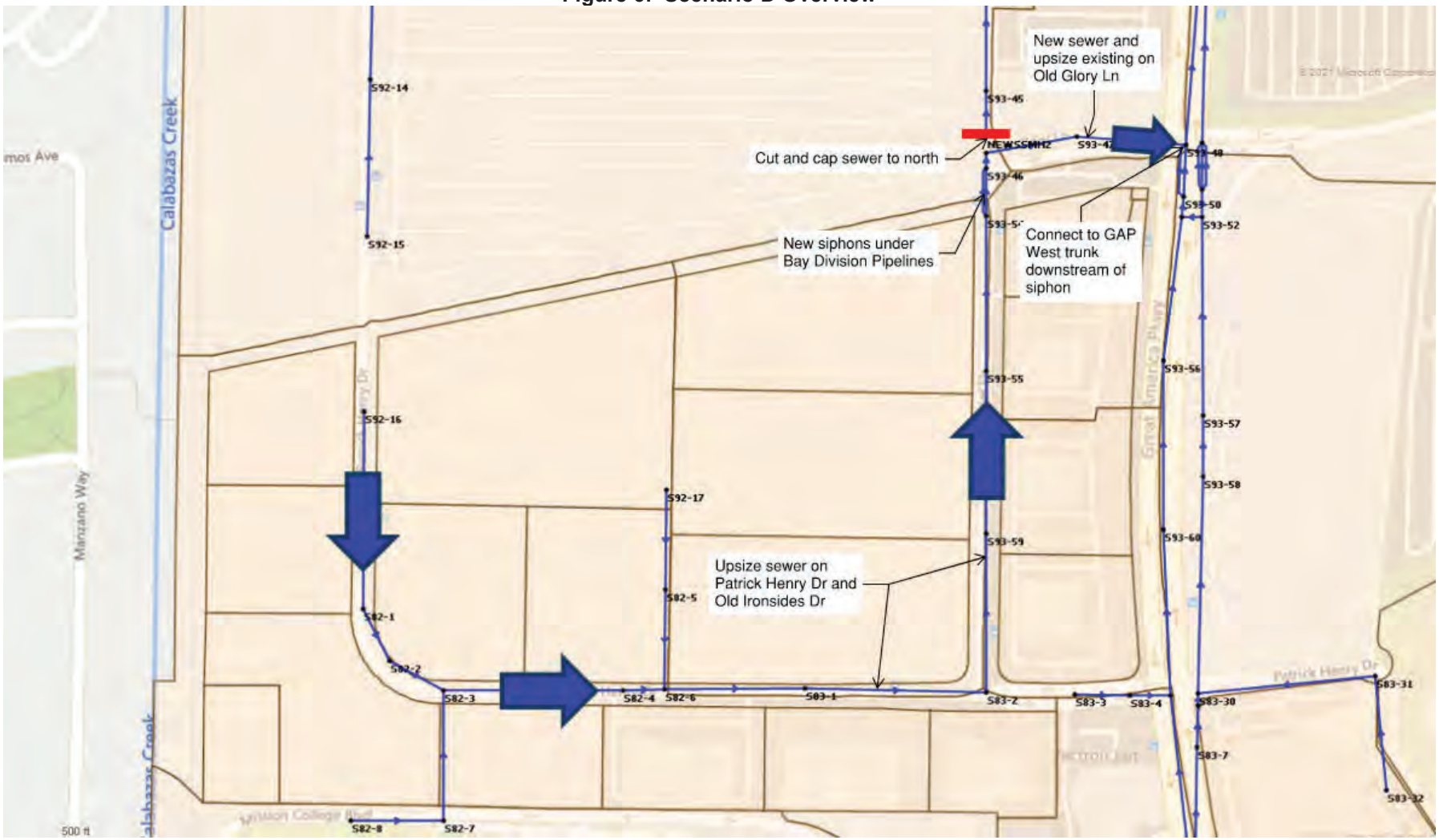


Figure 7: Scenario E Overview

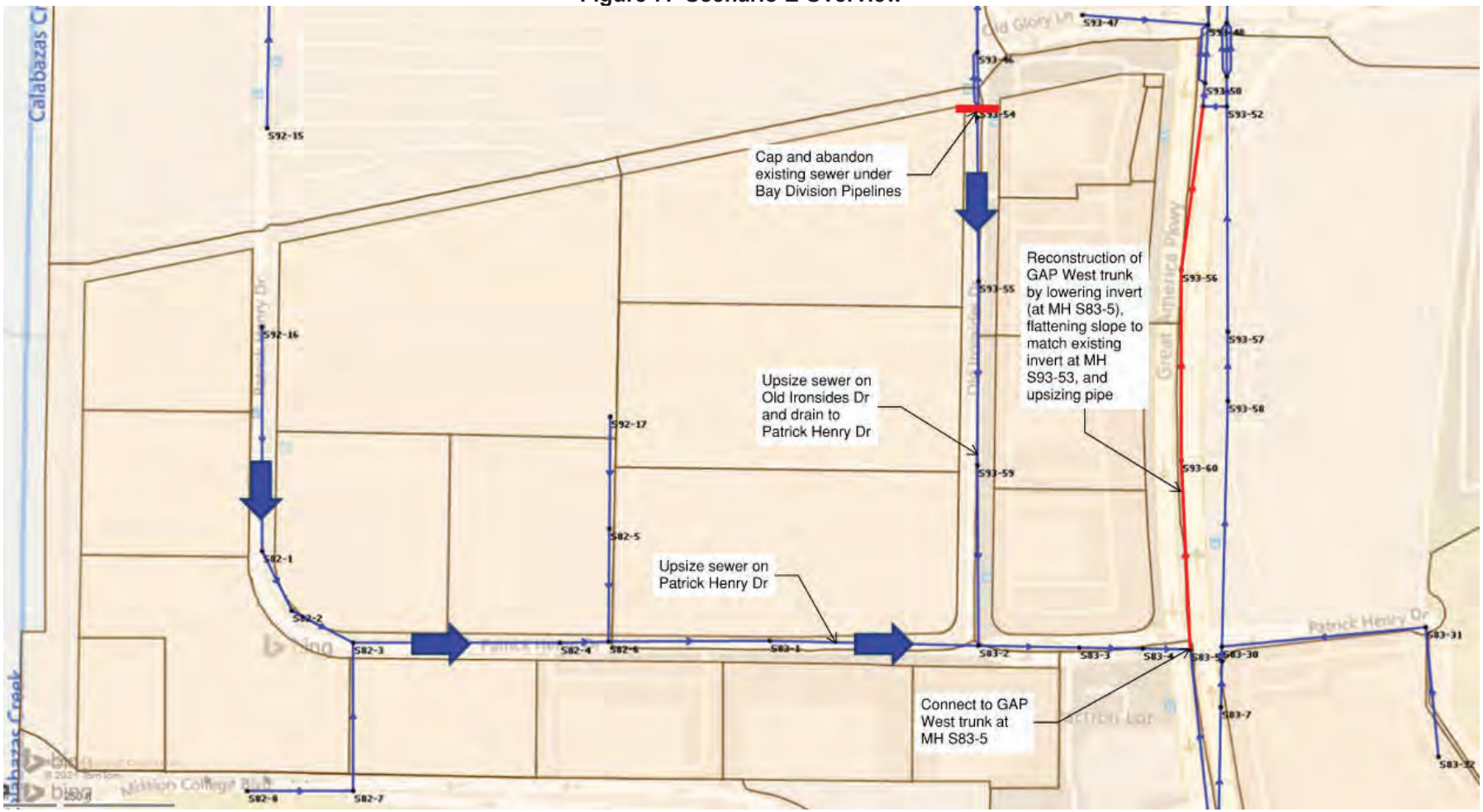
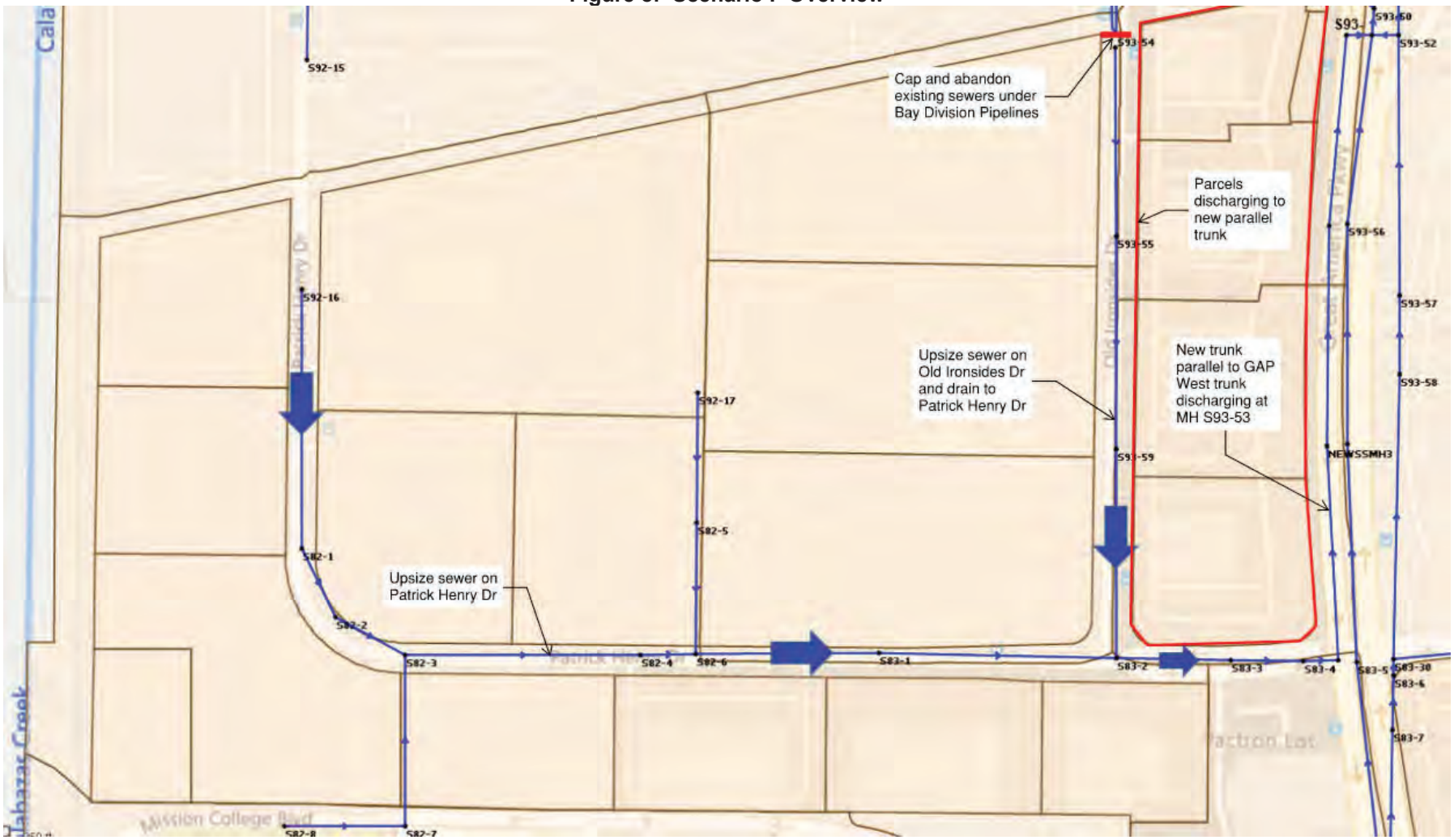


Figure 8: Scenario F Overview



2.3 Pumped Alternatives

Two pumped alternatives were identified and developed for evaluation. As directed by City staff, a new lift station should be fully outfitted similar to the Stadium Pump Station at Levi Stadium, including adequate space for operations and maintenance vehicles and access, gantry crane for pump removal and replacement, fencing and security, and a standby power generator for backup power.

2.3.1 Dedicated PHD Lift Station

The first alternative consists of a lift station located in the PHD Specific Plan area that is dedicated to PHD development flows and discharges into the Great America Parkway west trunk. The proposed location is on the parcel on the north side of Patrick Henry Drive between Old Ironsides Drive and Great America Parkway. This alternative includes upsizing sewers in Patrick Henry Drive and Old Ironsides Drive draining to the lift station. A plan view of this alternative is shown on **Figure 9**.

2.3.2 New Tasman Lift Station

The second pumped alternative consists of a replacement lift station for the existing Tasman Lift Station, fully outfitted similar to the Stadium Lift Station, to handle both currently planned flows into Tasman Lift Station and future PHD development flows, discharging to the trunk in Great America Parkway. The proposed location is on the parcel on the south side of Tasman Drive adjacent to Old Ironsides Drive. This alternative includes upsizing sewers in Patrick Henry Drive and Old Ironsides Drive, and rerouting flow from northern/western sewers to the new lift station. A plan view of this alternative is shown on **Figure 10**.

Conceptual plans and layouts of the lift stations showing further detail on the pumped alternatives are presented in **Appendix B** and **Appendix C** respectively.

The gravity sewers feeding the lift stations were not reviewed for potential conflicts with existing utilities. Any potential conflict can be mitigated by lowering the sewer below the crossing utility. The impact of this mitigation has been considered relative to cost of sewer installation and deeper lift station wet wells. Lift station gravity overflows were also not reviewed for potential conflicts. Relocation of existing utilities may be required for installation of an overflow line.

Figure 9: Dedicated PHD Lift Station Overview

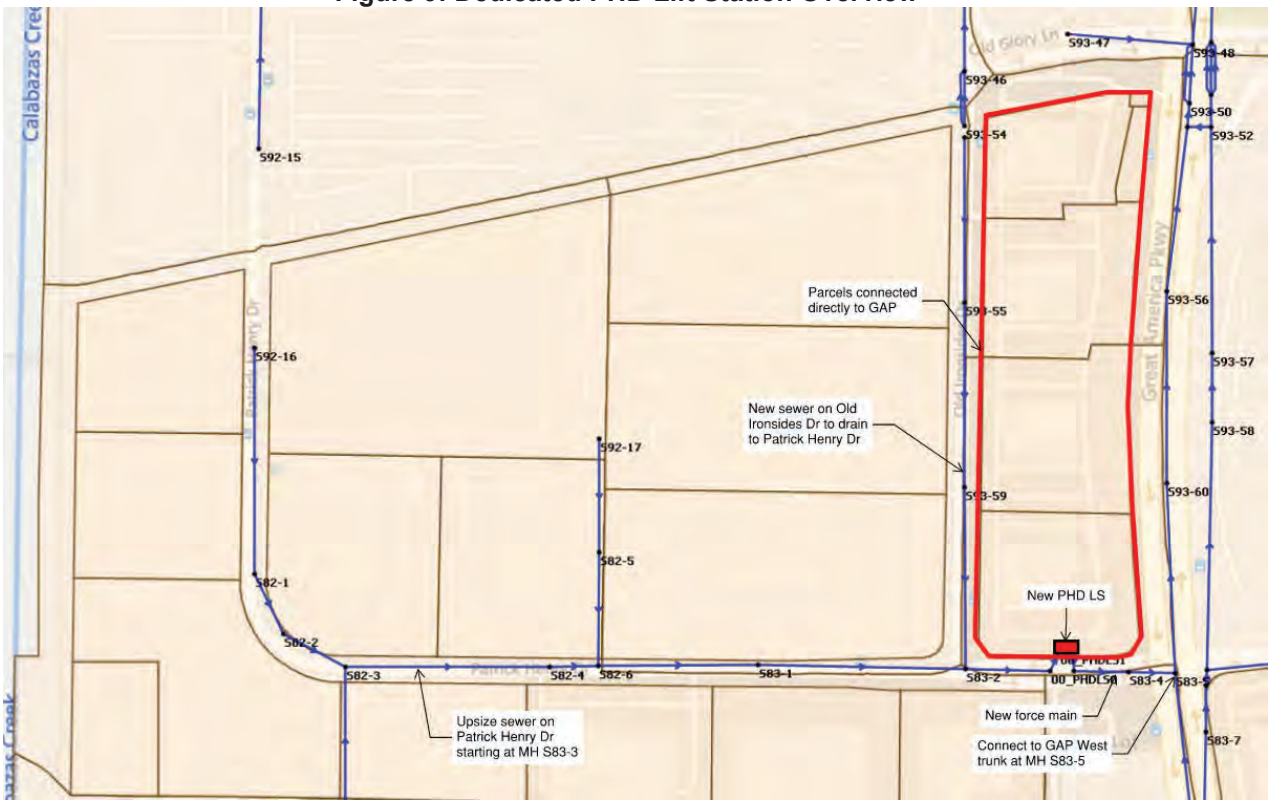
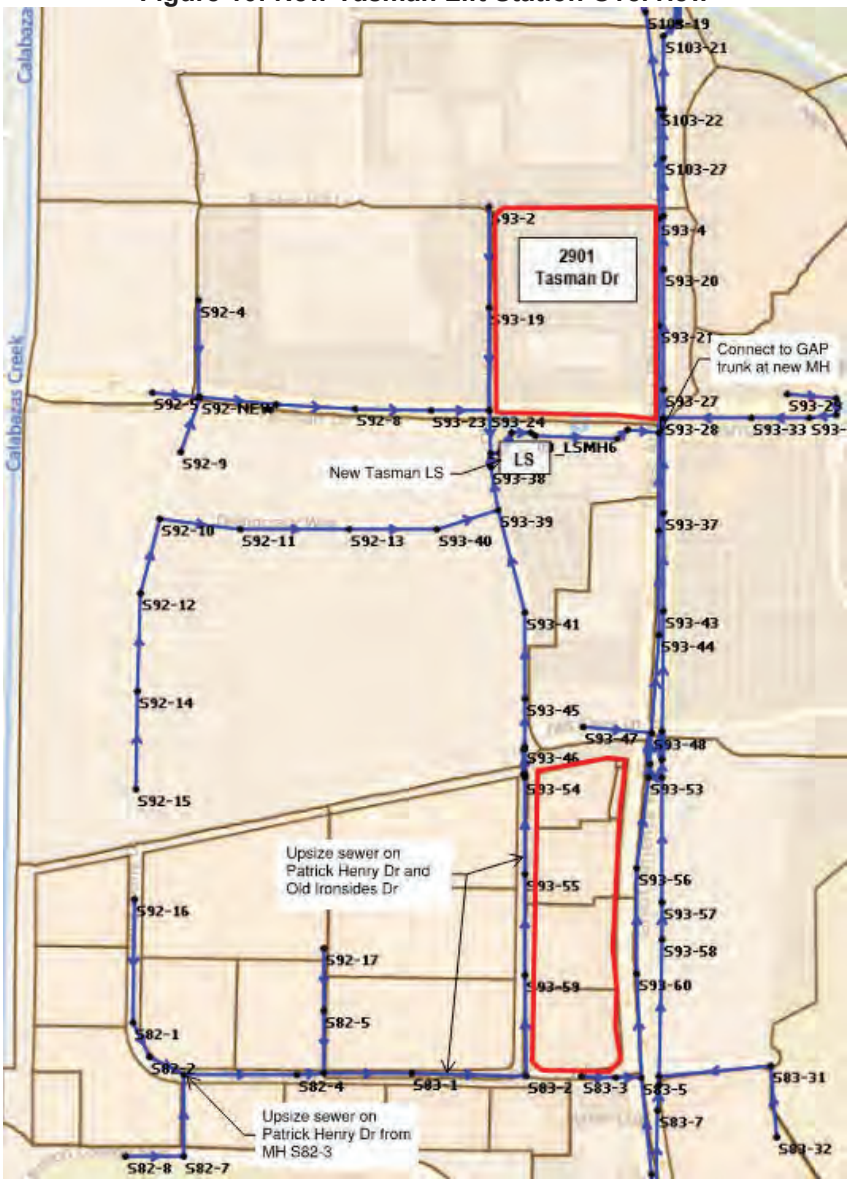


Figure 10: New Tasman Lift Station Overview



3. Alternatives Evaluation Methodology

The methodology to evaluate three gravity and two pumped alternatives for the PHD Specific Plan area sewer improvements has been developed around specific evaluation criteria in a typical matrix format. The evaluation criteria were used to define and describe each alternative, then to evaluate and score the alternatives. This section describes the criterion/sub-criterion scoring approach, the criteria, and the method of comparing alternative scores.

3.1 Criterion and Sub-Criterion Scoring

Each alternative is scored from 0 to 5 points under each criterion (where no sub-criterion further breakdown the criterion) or sub-criterion based on the degree to which the alternative meets the objective of the criterion or sub-criterion. An alternative with a higher score equates to the alternative better meeting the objective compared to another alternative. Scoring can also be considered in 3 more qualitative categories as discussed under each criterion or sub-criterion:

- High degree of achieving objective (5 points)
- Medium degree of achieving objective (3 to 4 points)
- Low degree of achieving objective (0 to 2 points)

3.2 Alternative Scores

Once each criterion or sub-criterion has been scored, the scores are normalized to a 100 total point system for comparison amongst the alternatives. The maximum possible 100-point total is divided into seven weighted maximum scores for each criterion. The weighting was assigned based on discussion with the City on the relative importance of each criterion compared with the others. Within the criterion where there are multiple sub-criteria, the sub-criteria are assigned a weighted number of possible points, with all sub-criterion points totaling the maximum possible score of the overall criterion.

The alternative score is a summation of the sub-criterion scores to the criterion level. Then the criterion level scores are summed, with a maximum possible score of 100 points.

The totals of each alternative are compared, with the highest point total equating to the better of all alternatives.

3.3 Evaluation Criteria

Criteria used in the evaluation are described below.

3.3.1 Easements and Right-of-Way

For each alternative, the availability of right-of-way, jurisdiction over the right-of-way, and easement requirements were identified. Where the alignment crosses private property, it was assumed that an easement would be necessary. If easements are required, they are potentially subject to easement acquisition costs and there is a risk of not being able to secure the necessary easements or delaying the sewer improvements. Easement requirements outside of City right-of-way were used to assign scores for each alternative. Scores were based on number of easements required.

High score was assigned if none are required with all construction in City right-of-way. Medium score was assigned if minor easements are anticipated, such as for temporary construction easements. Low score was assigned if property purchase or utility easement are anticipated, such as for construction of a lift station or major easement across private properties.

3.3.2 Hydraulic Performance/City Design Criteria

A hydraulic evaluation of each alternative identified whether each met the City's sewer criteria for hydraulic performance and cover depth as well as any benefits to the regional sewer system, outside of the PHD Specific Plan area, that are likely with implementation of the improvements.

Hydraulic Performance

The hydraulic performance of each alternative was evaluated using the modeling results based on meeting the City's sewer performance criteria described earlier. High score was assigned if the entire alignment meets the hydraulic criteria. Medium score was assigned if moderate segments of the alignment are deficient on the hydraulic criteria (<2000 LF with backwater effects or under 2 feet per second max daily velocity). Low score was assigned if significant segments of the alignment are deficient on the hydraulic criteria (>2000 LF with backwater effects or under 2 feet per second max daily velocity).

Cover Depth

The City's criteria for cover depth is 6 feet minimum cover from finished grade. Scores were based on the length of sewer that does not meet the minimum cover criteria. High score was assigned if the entire alignment meets the minimum 6-foot cover criteria. Medium score was assigned if segments with less than

6-foot cover totaled <1000 LF. Low score was assigned if segments with less than 6-foot cover totaled more than 1000 LF.

Regional Benefits

Consideration was given for alternatives that provide benefits for the regional sewer system beyond the Patrick Henry Drive Specific Plan area. These include capacity improvements for facilities which are currently hydraulically deficient or will be based on anticipated development. Incorporating improvements that benefit the regional system under this project can provide cost savings on future projects.

High score was assigned if significant enhancements to the regional system are incorporated into the alternative (e.g. upsizing the GAP West trunk). Medium score was assigned if moderate enhancements to the regional system are incorporated into the alternative. Low score was assigned if alignment is anticipated to have only localized benefits to the immediate local sewershed (e.g. new Tasman LS). A score of zero was received if no regional benefits are anticipated.

3.3 Utility Crossings

A review of the provided utility information was compared with the proposed alignments to identify potential conflicts and key crossings (e.g. storm drains, high pressure gas, etc). Several crossings with potential conflicts were identified where proposed mitigation measures may not be feasible to implement and additional examination is required to determine viability of the alternative. Crossings where the utility depth information is not available were noted as crossing undetermined. Separation requirements were also considered, such as separation from a new sewer to an existing potable water line. For the pumped alternatives it was assumed that the sewer alignments can be lowered as needed to avoid utility conflicts. A summary table of the utility crossings and proposed conflict mitigations are shown in **Appendix E**.

High score was assigned if no significant utility crossings or conflicts or separation issues are anticipated. Medium score was assigned if 3 or fewer critical utility crossings potentially affecting viability were identified; some smaller utility relocation required, and minor separation issues. Low score was assigned if alignment is anticipated to have more than 3 critical utility crossings; significant smaller utility relocation required; significant separation issues; or Project needs to construct a new siphon to avoid utility (or major reconstruction of utility).

3.4 Constructability

The constructability of each of the alternatives was considered based on various factors affecting the difficulty of construction including likely construction methods, traffic control, and bypass pumping.

3.4.1 Construction Method

Trenchless construction methods carry a higher risk of construction issues than traditional open-cut construction. High score was assigned if traditional open-cut construction method for entire alignment. Medium score was assigned if one segment of the alignment requires trenchless construction methods (<300-LF). Low score was assigned if more than one segment of the alignment requires trenchless construction methods (>300-LF).

3.4.2 Traffic Control

High score was assigned if anticipated traffic control measures (closure of lanes) is only required for short period of time and does not impact commercial business or residences. Medium score was assigned if anticipated traffic control measures (closure of lanes) is required primarily on non-arterial streets located within the PHD development area; short duration closures on arterial streets (e.g. Great America Parkway and Tustin Drive). Low score was assigned if anticipated traffic control measures (closure of lanes) is required for extended durations on arterial streets.

3.4.3 Bypass Pumping

Bypass pumping carries both construction challenges and operational challenges. In addition, bypass pumping will require street crossings and driveway crossings, as well as continuous operations and maintenance throughout the construction to maintain pumps and control odor.

High score was assigned if minimal or no bypassing pumping is anticipated; bypassing <3,000-LF. Medium score was assigned if bypass pumping is anticipated for short-time duration; bypassing <4,000-LF. Low score was assigned if bypass pumping is anticipated for extended-period; bypassing >4,000-LF.

3.5 Operation and Maintenance

The operation and maintenance considerations were evaluated for each of the alternatives including safety and access, and long-term operational maintenance impact of proposed facilities.

3.5.1 Safety/Access

Consideration is given for alternatives involving the construction of a new pipelines that will facilitate accessibility for pipe repairs, and for operational safety.

High score was assigned if improved safety is anticipated through access for manhole tripods or manhole location improved to allow for simpler traffic control set-up. Medium score was assigned if minor improvements for safety and access (e.g. shallower sewer) to no change from existing in terms of safety and access (status-quo). Low score was assigned if pipeline is anticipated to be located in area that impedes access for repairs (e.g. new pipeline on private property), or safety (e.g. unsafe manhole location, significant increase in sewer depth)

3.5.2 O&M Impact/Addition

Consideration is given for alternatives involving addition of new pipelines beyond current LF maintained by the City, anticipated hydraulic performance leading to additional maintenance, or construction of facilities that would add an additional asset requiring maintenance.

High score was received if no additional assets or improved O&M capabilities. **Medium** score was received if increased O&M for new pipelines to be maintained; segments of alignment anticipated to have low velocities requiring more frequent maintenance. **Low** score was received if new lift station for increased cost for maintenance of facility; new siphon requiring maintenance.

3.6 Permitting

The permitting requirements, other than encroachment, were identified for each alignment. High score was assigned if no special permitting is anticipated, assuming normal level of coordination other utilities. Medium score was assigned if additional processing time for one special permit is anticipated, such as San Francisco Public Utilities Commission (Bay Division Pipeline Crossing) or Santa Clara Valley Transportation Authority (light rail crossing). Low score was assigned if more than one special permit is anticipated.

3.7 Capital Construction Cost

Conceptual level construction cost estimates were developed to assess the relative cost of each alternative. Detailed cost estimates for each alternative are presented in **Appendix D**. Contractor overhead and profit, sales tax, and shipping costs are embedded in unit costs. Unit costs were derived from the following sources:

- Bid unit price tabulations from various Woodard & Curran Projects
- Cost curves for lift stations developed from Pumping Station Design (Sanks et al., 1989)
- Engineering allowances for undefined items

Cost estimates at this stage are Class 4 estimates in accordance with the Association for the Advancement of Cost Engineering (AACE) International Publication 56R-08 Cost Estimate Classification System for a concept level project with early definition with an expected accuracy range of -15% to +30%. A 30% contingency has been applied at this level to account for unknown conditions.

Costs are reported in October 2021 dollars. The corresponding cost index benchmark is the Engineering News Record Construction Cost Index for the San Francisco Area (ENR SF CCI) for October 2021, which is 14451.919.

The alternatives were assigned a score by normalizing each alternative's cost against the lowest cost alternative.

4. Alternatives Evaluation Results

This section summarizes the scoring and results of the alternatives evaluation. A summary of the analysis is presented in **Table 8**, with the scores summarized in **Table 7**.

Table 7: Alternatives Evaluation Scores

Max Score	100	Alt 1 Gravity Scenario B	Alt 2 Gravity Scenario D	Alt 3 Gravity Scenario E	Alt 4 Dedicated PHD LS	Alt 5 New Tasman LS
TOTAL SCORE		52.0	65.2	74.2	52.4	48.6

4.1 Findings and Next Steps

The evaluation results indicate that Gravity Scenario E was the highest scoring alternative. Its benefits are that it does not involve construction and maintenance of a new siphon such as in Scenario D and minimizes easement/property requirements compared with Scenario B and the pumped alternatives. Additional evaluation is also needed to determine the impacts of raising storm drain laterals which have been identified as potential conflicts with the proposed sewer as well as to confirm the storm drain depth and proposed sewer depth to validate the existing storm drain on Great America Parkway can be reconstructed as 3-54x34" lines to pass under the proposed sewer. This alternative does not meet all City criteria for some segments regarding minimum cover depth, minimum flow velocity, and surcharge. Hydraulic issues relating to surcharge, as with the other alternatives, can be mitigated by addressing capacity issues in the downstream GAP trunk.

The results of the analysis indicate that Gravity Scenario E is the recommended alternative. The next steps would be to conduct further field utility locating and potholing to evaluate whether the identified "undetermined" utility conflicts can be mitigated reasonably.

Table 8: Alternatives Analysis Summary

Highest score = Highest-Ranking alternative. Criteria are scored from 0 - 5 based on the total number of alternatives.											
TOTAL SCORE		52.0		65.2		74.2		52.4		48.6	
	100	Alt 1 Gravity Scenario B		Alt 2 Gravity Scenario D		Alt 3 Gravity Scenario E		Alt 4 Dedicated PHD LS		Alt 5 New Tasman LS	
Objective	Max Score	*Score*	*Criterion*	*Score*	*Criterion*	*Score*	*Criterion*	*Score*	*Criterion*	*Score*	*Criterion*
1. Easement & Right-of-Way Encroachments	20.0	0.0		20.0		20.0		0.0		4.0	
1.1 Potential easements, Right-of-Way encroachments	20.0	0	Easement through private property	5	Public right-of-way only	5	Public right-of-way only	0	Property purchase for LS site	1	Property purchase for LS site
2. Hydraulic Performance/City Design Criteria	20.0	6.6		6.6		14.0		10.0		12.6	
2.1 Hydraulic Performance	7.0	3	1000'+ surcharged during PWWF, some segments < 2fps max velocity	3	1000'+ surcharged during PWWF, some segments < 2fps max velocity	2	3000'+ surcharged during PWWF, some segments < 2fps max velocity	5	Meets all sewer criteria	4	Deficient segments of GAP West trunk and Tasman
2.2 Cover Depth	3.0	4	500' segment < 6' cover	4	500' segment < 6' cover	2	1000'+ < 6' cover	5	Meets min cover depth criteria	5	Meets min cover depth criteria
2.3 Regional Benefits	10.0	0	No regional benefit	0	No regional benefit	5	Upsized GAP trunk	0	No regional benefit	2	Upgraded Tasman LS
3. Utility Crossings	10.0	6.0		4.0		2.0		10.0		8.0	
3.1 Utility Crossings	10.0	3	Two SD lateral crossings need further examination+high pressure gas. (5 total) SD laterals require relocation, other small utilities likely	2	One SD main may require relocation, two SD lateral crossings need further examination+high pressure gas. (6 total) SD laterals/main require relocation, other small utilities likely	1	Reconstruction of 72" SD to 3-53"x34" in GAP required. (5 total) SD laterals require relocation, other small utilities likely. High pressure gas crossing	5	Alignment can be lowered as needed to avoid conflicts	4	Alignment can be lowered as needed to avoid conflicts. Separation issues for FM on Tasman
4. Constructability	10.0	7.4		6.6		4.2		8.4		4.0	
4.1 Construction method	2.0	5	Open-cut only	3	Trenchless under BDPL	5	Open-cut only	5	Open-cut only	3	Trenchless under light rail
4.2 Traffic Control	3.0	4	Typical TC all in PHD SP area streets	4	Typical TC all in PHD SP area streets	2	Extended impacts to GAP	4	Typical TC all in PHD SP area streets	3	Impacts to Tasman Dr
4.3 Bypass Pumping Required	5.0	3	Bypass: 3,400 LF	3	Bypass: 3,600 LF	1	Bypass 4,900 LF, 1,200 of which larger dia (ex 33")	4	Bypass: 3,100 LF	1	Bypass: 4,800 LF
5. Operation and Maintenance	20.0	12.0		12.0		16.0		8.0		12.0	
5.1 Safety/Access	10.0	2	Reduced accessibility for pipe on private property	4	Minimal changes, sewer depth shallower	4	Minimal changes, sewer depth shallower	3	No changes to safety/access	3	No changes to safety/access
5.2 O&M Impact/Addition	10.0	4	Minimal addition of new pipe; adds sewer on private property	2	New siphon under BDPL, minimal addition of new pipe to maintain	4	Minimal addition of new pipe to maintain. Segments have low PDWF velocity	1	Adding new LS to maintain	3	Upsized LS/new equipment to maintain; new FM
6. Permitting	10.0	10.0		6.0		10.0		10.0		4.0	
6.1 Permitting	10.0	5	No additional permitting	3	Permitting for SFPUC BDPL crossing required	5	No additional permitting	5	No additional permitting	2	Permitting for SFPUC BDPL crossing and VTA light rail crossings required
7. Capital Construction Costs	10.0	10.0		10.0		8.0		6.0		4.0	
7.1 Capital Construction Cost ($M)	10.0	5	$ 6,183,000	5	$ 5,997,000	4	$ 6,595,000	3	$ 7,925,000	2	$ 12,396,000

Appendix A – Hydraulic Modeling Results

Appendix B – Alternative Concept Plans

Appendix C – Lift Station Concept Layouts

Appendix D – Conceptual Cost Estimates

Appendix E – Utility Crossing Tables

LEGEND SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE
		CURB, GUTTER, SIDEWALK & DRIVEWAY
W		WATER MAIN & VALVE
SD		STORM DRAIN, MANHOLE & CATCH BASIN
		CENTER LINE & MONUMENT
SS	SS	SANITARY SEWER & MANHOLE
G		GAS MAIN & VALVE
LEV3		LEVEL 3 FIBER OPTICS
E		ELECTRIC CONDUIT & PULL BOX
XO		XO FIBER OPTIC
COM		TELEVISION CABLE
RW		RECYCLED WATER
ATT		AT&T FIBER OPTICS
E(OH)		ELECTRICAL OVER HEAD
		ABANDONED UTILITY LINE
		LIMIT OF WORK LINE
IRR		IRRIGATION
		FENCE & GATE
		ELECTROLIER/STREET LIGHT
		FIRE HYDRANT
		UTILITY POLE
CO	CO	CLEAN OUT
WM	WM	WATER METER
		BENCH MARK
		DIRECTION OF FLOW
		CITY MONUMENT
		TREE
CITY OF SANTA CLARA / CITY OF SAN JOSE		CITY LIMITS

LEGEND SYMBOLS CONTINUED

EXISTING	PROPOSED	DESCRIPTION
O		SS LATERAL AND CLEANOUT
		SS LATERAL RECONNECTION
NO: X-1		DETAIL NO. / SHEET NO.

CITY OF SANTA CLARA CALIFORNIA — 1852 — THE MISSION CITY

PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT - 2021 PROJECT

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SHEET NO.		DESCRIPTION
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2	G-02	KEY MAPS
3	G-03	GENERAL & MONUMENT NOTES
4	G-04	TRAFFIC & ARBORIST NOTES
5	G-05	PIPE SEGMENT FLOW INFORMATION
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6	C-14	SEGMENTS 31,45 - DE LA CRUZ BLVD PLAN (ALT. 3)
7	C-14.1	SEGMENTS 31,45 - DE LA CRUZ BLVD PROFILE (ALT. 3)
	C-15 THROUGH C-21 - *NOT IN CONTRACT*	
8	C-22	SEGMENT 95 - MATHEW ST PLAN AND PROFILE (ALT. 1)
9	C-23	SEGMENTS 96,101 - MATHEW ST PLAN AND PROFILE (ALT. 1)
10	C-24	SEGMENTS 100,109,112 - MATHEW ST PLAN AND PROFILE (ALT. 1)
11	C-25	SEGMENT 112 - MATHEW ST PLAN AND PROFILE (ALT. 1)
12	C-26	SEGMENT 130 - DE LA CRUZ BLVD PLAN AND PROFILE
13	C-27	SEGMENTS 120,122 - DE LA CRUZ BLVD PLAN AND PROFILE
14	C-28	SEGMENTS 120,136 - DE LA CRUZ BLVD PLAN AND PROFILE
15	C-29	SEGMENTS 132,134,136 - DE LA CRUZ BLVD PLAN AND PROFILE
16	C-30	SEGMENT 132 - DE LA CRUZ BLVD PLAN AND PROFILE
	C-31 THROUGH C-32 - *NOT IN CONTRACT*	
17	C-33	SEGMENTS 77,80,85 - WALSH AVE PLAN AND PROFILE (ALT. 2)
18	C-34	SEGMENTS 85,86,91 - WALSH AVE PLAN AND PROFILE (ALT. 2)
19	C-35	SEGMENTS 91,115 - WALSH AVE PLAN AND PROFILE (ALT. 2)
	C-36	*NOT IN CONTRACT*
20	C-37	SEGMENT 202 - GREAT AMERICA PKWY PLAN AND PROFILE
21	C-38	SEGMENTS 203,204 - GREAT AMERICA PKWY PLAN AND PROFILE
22	C-39	SEGMENTS 204,205 - GREAT AMERICA PKWY PLAN AND PROFILE
23	C-40	SEGMENT 205 - GREAT AMERICA PKWY PLAN AND PROFILE
	C-41	*NOT IN CONTRACT*
24	C-42	SEGMENTS 208,223 - PLAN
25	C-42.1	SEGMENTS 208,223 - PROFILE
26	C-43	SEGMENTS 208,209,223,224 - PLAN
27	C-43.1	SEGMENTS 208,209,223,224 - PROFILE
28	C-44	SEGMENTS 209-211,224-226 - PLAN
29	C-44.1	SEGMENTS 209-211,224-226 - PROFILE
30	C-45	SEGMENTS 211,226 - PLAN
31	C-45.1	SEGMENTS 211,226 - PROFILE
	C-46 THROUGH C-46.1 - *NOT IN CONTRACT*	
32	C-47	SEGMENT 228 - GREAT AMERICA PKWY PLAN AND PROFILE
33	C-48	SEGMENT 231 - LAFAYETTE ST PLAN AND PROFILE
34	C-49	SEGMENTS 232,233 - LAFAYETTE ST PLAN AND PROFILE
35	C-50	SEGMENTS 233,234,240 - LAFAYETTE ST PLAN
36	C-50.1	SEGMENTS 233,234,240 - LAFAYETTE ST PROFILE
37	C-51	SEGMENTS 234,235,240-242 - LAFAYETTE ST PLAN
38	C-51.1	SEGMENTS 234,235,240-242 - LAFAYETTE ST PROFILE
39	C-52	SEGMENTS 235,242 - LAFAYETTE ST PLAN AND PROFILE
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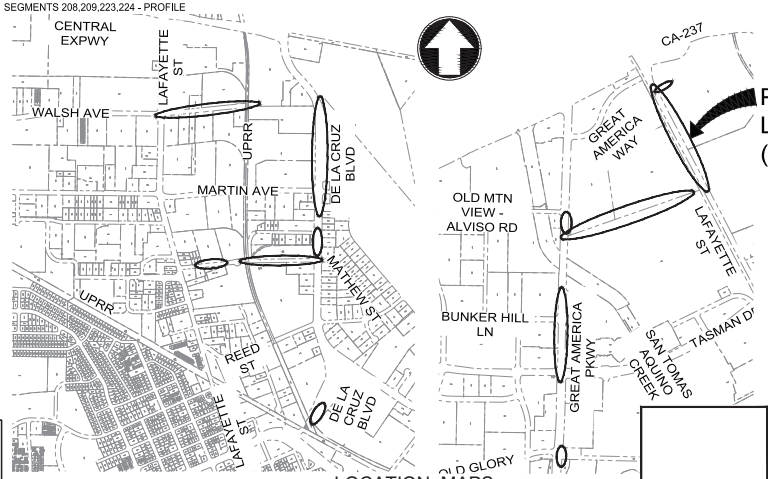
40	C-57	TRAFFIC CONTROL GENERAL NOTES & SIGN LEGEND
41	C-58	TRAFFIC CONTROL PLAN
42	C-59	TRAFFIC CONTROL PLAN
43	C-60	BYPASSING DETAILS
44	C-61	BYPASSING FLOW INFORMATION
45	D-1	TYPICAL DETAILS

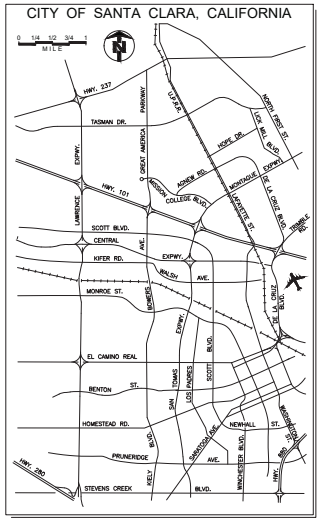
ABBREVIATIONS

AB	ADJUSTABLE	GB	GRADE BREAK
AC	ASPHALTIC CONCRETE	HDPE	HIGH-DENSITY POLYETHYLENE
ALT	ALTERNATIVE	HP	HIGH POINT, HIGH PRESSURE
APPROX	APPROXIMATELY	INV	INVERT
BC	BEGINNING CURVE	L	LENGTH
BVW	BEGINNING VALVE	LF	LINEAR FEET
CMW	CITY MONUMENT	LOG	LIP OF GUTTER
CB	CATCH BASIN	LT.	LEFT
CL	CENTERLINE	MAX.	MAXIMUM
CMP	CORRUGATED METAL PIPE	MH	MANHOLE
CONC	CONCRETE	MIN.	MINIMUM
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION	MW	MONITORING WELL
DI	DRAIN INLET	N.	NORTH
DW	DRIVEWAY	(N)	NEW
EVCM	ELECTRIC VEHICLE CHARGING MODULE	OG	ORIGINAL GRADE
FH	FIRE HYDRANT	PCC	PORTLAND CEMENT CONCRETE
FL	FLOWLINE	PCJPB	PENINSULA CORRIDOR JOINT POWERS BOARD
FW	FLUSH WAY	PG	PROFILE GRADE
HB	HOSE BIBB	PL	PLASTIC
IRR	IRRIGATION	R	RADIUS
JB	JUNCTION BOX	RCP	REINFORCED CONCRETE PIPE
LD	LAND DRAIN	ROW	RIGHT-OF-WAY
LVL	LEVEL	RR	RAILROAD
MH	MANHOLE	RT.	RIGHT
MITIG	MITIGATION	S	SOUTH, SLOPE
NTS	NOT TO SCALE	SCVWD	SANTA CLARA VALLEY WATER DISTRICT
OC	ON CENTER	SD	STORM DRAIN
PI	POINT OF INTERSECTION	SDMH	STORM DRAIN MANHOLE
PIV	POST INDICATOR VALVE	SEG.	SEGMENT
PVC	POLYVINYL CHLORIDE	SFPUC	SAN FRANCISCO PUBLIC UTILITIES COMMISSION
RCP	REINFORCED CONCRETE PIPE	SL	STREET LIGHT
RW	RECYCLED WATER	SS	SANITARY SEWER
SD	STORM DRAIN	SSMH	SANITARY SEWER MANHOLE
SS	SANITARY SEWER	STL	STEEL
SSMH	SANITARY SEWER MANHOLE	ST.	STREET
STA	STATION	STD	STANDARD
SVFO	SILICON VALLEY FIBER OPTIC	SVP	SILICON VALLEY POWER
SW	SIDEWALK	T/C	TOP OF CURB
TSB	TRAFFIC SIGNAL BOX	TSS	TRAFFIC SIGNAL SENSORS
TYP. (TYP)	TYPICAL	VCP	VITRIFIED CLAY PIPE
W	WEST, WATER	WV	WATER VALVE
Z	ZAYO		

95% PLANS NOT FOR CONSTRUCTION



LOCATION MAPS
N.T.S.



VICINITY MAP
N.T.S.

CERTIFICATION OF PEER REVIEW

THE UNDERSIGNED HEREBY CERTIFIES THAT A PROFESSIONAL PEER REVIEW OF THESE PLANS AND THE REQUIRED DESIGN WAS CONDUCTED BY ME, A PROFESSIONAL ENGINEER WITH EXPERTISE AND EXPERIENCE IN THE APPROPRIATE FIELD OF ENGINEERING EQUAL TO OR GREATER THAN THE ENGINEER OF RECORD, AND THAT APPROPRIATE CORRECTIONS HAVE BEEN MADE.

XXXX — PRINT NAME | SIGNATURE | XXXXXXX — DATE

APPROVED BY:

_____ DATE: _____
CRAIG MOBECK
DIRECTOR OF PUBLIC WORKS
R.C.E. No. 64496 EXP. 06-30-2019

REVIEWED BY:

_____ DATE: _____
WATER AND SEWER UTILITIES DEPARTMENT

_____ DATE: _____
STREET MAINTENANCE

_____ DATE: _____
ELECTRIC DEPARTMENT

_____ DATE: _____
TRAFFIC ENGINEERING DIVISION

_____ DATE: _____
DESIGN DIVISION

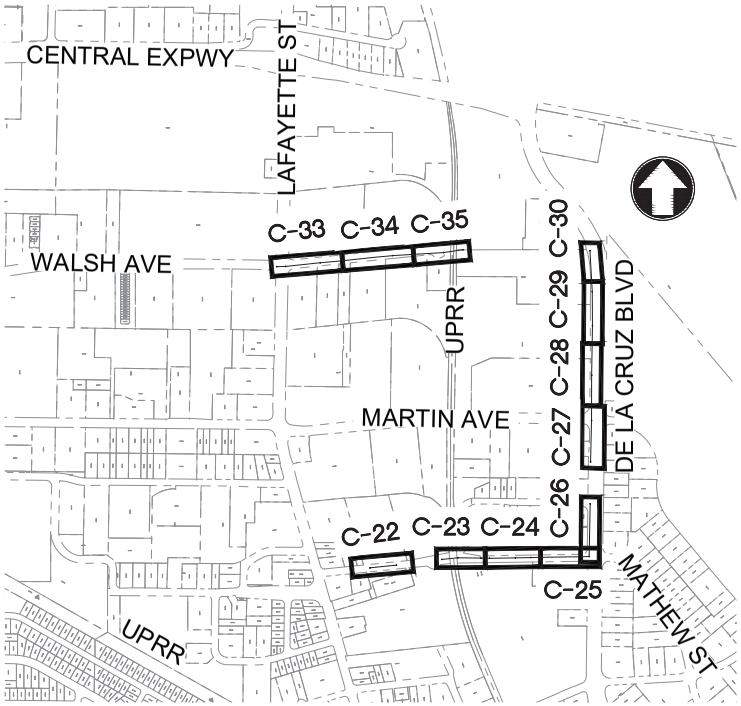
SHEET No. G-01

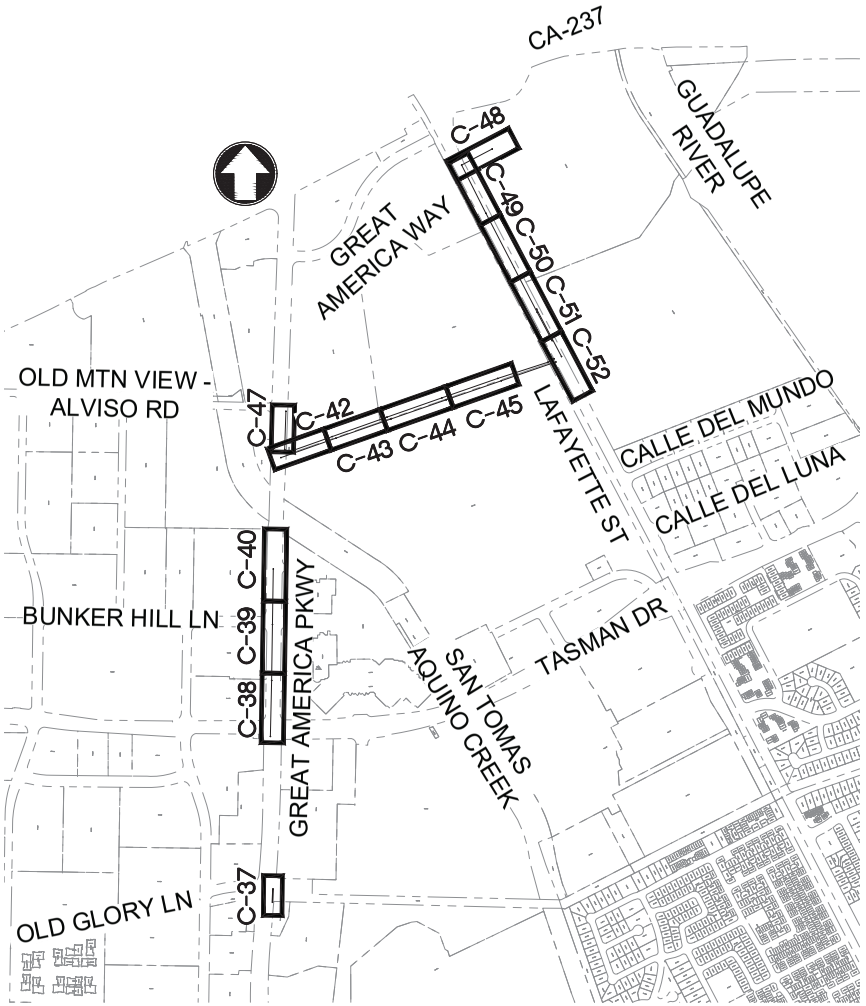
MOTT MACDONALD

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS PROJECT - 2021 PROJECT

PROJECT No. CE 202103 | TRACING No. 12350-D

ACCOUNT No. XXXXXXXXXXXXXXX | SHEET 1 OF 45





KEY MAP
N.T.S.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

KEY MAP

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 2 OF 45

SHEET No. G-02

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User: \\ 2037bmgdgroot with Photos Referenced | c-TBL | c-PROP-E
STSK: WSRETAIN=1, PSLTSCALE=1, LTSCALE=1

GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARD DETAILS, STANDARD SPECIFICATIONS, AND GENERAL REQUIREMENTS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR 800-227-2600.
3. UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER IN THE FIELD: AT EACH LOCATION WHERE NEW CURB/GUTTER IS TO BE INSTALLED ON AN EXISTING STREET (DRIVEWAY INSTALLATION, DRIVEWAY ABANDONMENT, CURB RAMP INSTALLATION, CURB FACE DRAINAGE INSTALLATION, ETC.) PAVEMENT RECONSTRUCTION SHALL BE REQUIRED. AN 18-INCH WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED ALONG THE ENTIRE LENGTH OF CURB/GUTTER INSTALLATION. REMOVAL DEPTH (SAW CUTS REQUIRED) SHALL BE TO THE BASE MATERIAL ON STREETS WITH A.C. OR P.C.C. PAVEMENT FOUR (4) INCHES OR LESS IN THICKNESS. REMOVAL DEPTH SHALL BE TWO (2) INCHES MINIMUM ON STREETS WITH A.C. (GRIND) AND FOUR (4) INCHES MINIMUM ON STREETS WITH P.C.C. (SAW CUT) PAVEMENT THICKNESS GREATER THAN FOUR (4) INCHES. REPLACE WITH A.C. OR P.C.C. (DOWELS REQUIRED) TO MATCH EXISTING PAVEMENT.
4. ALL SIDEWALK, CURB, AND GUTTER DAMAGED AS A RESULT OF THE PROJECT SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR AS DIRECTED BY THE CITY ENGINEER. INSTALLATION OF NEW SIDEWALK, CURB AND GUTTER AGAINST EXISTING IMPROVEMENTS SHALL REQUIRE A SIDEWALK CONTACT JOINT (DOWELS REQUIRED).
5. PARTIAL REPLACEMENT OF A DRIVEWAY IS NOT ALLOWED, UNLESS OTHERWISE NOTED ON THESE PLANS. A DRIVEWAY THAT HAS BEEN CUT OR DAMAGED MUST BE REPLACED IN ITS ENTIRETY. THE NEW REPLACEMENT DRIVEWAY MUST MEET CURRENT CITY STANDARDS WHICH MAY AFFECT ON-SITE IMPROVEMENTS AND/OR REQUIRE A SIDEWALK EASEMENT.
6. SLURRY SEAL SHALL BE REQUIRED ON ALL NEW STREET PAVEMENT (E.G., TRENCH WORK, POTHOLES, AND STREET WIDENINGS). SLURRY SEAL SHALL EXTEND TWELVE INCHES BEYOND THE LIMIT OF PAVEMENT RECONSTRUCTION.
7. ALL MANHOLES, VALVE BOXES, MONUMENT BOXES, AND OTHER STRUCTURES IN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BEFORE PAVING FINAL LIFT.
8. GRADE BREAKS ON CURBS AND SIDEWALKS ARE TO BE ROUNDED OFF ON FORM WORK AND FINISHED SURFACING.
9. ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM PUBLIC RIGHT-OF-WAY.
10. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
11. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
12. EXISTING UTILITIES SHOWN ARE BASED UPON RECORD INFORMATION AND ARE APPROXIMATE IN LOCATION AND DEPTH. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT, VERIFY ACTUAL LOCATION AND DEPTH, AND REPORT POTENTIAL CONFLICTS TO THE ENGINEER PRIOR TO EXCAVATING FOR NEW FACILITIES.
13. CONTRACTOR SHALL PERFORM HIS CONSTRUCTION AND OPERATION IN A MANNER, WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS OUTLINED IN THE BROCHURES ENTITLED "BEST MANAGEMENT PRACTICE FOR THE CONSTRUCTION INDUSTRY" ISSUED BY THE SANTA CLARA VALLEY NONPOINT SOURCE POLLUTION CONTROL PROGRAM, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION.
14. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE PUBLIC RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY TRAFFIC ENGINEER.
15. ABANDONMENT OF SANITARY SEWER LATERAL AT THE PROPERTY LINE SHALL INCLUDE THE COMPLETE REMOVAL OF THE CHRISTY BOX, ALL VERTICAL PIPES AND THE 45° WYE. THE REMAINING LATERAL ENDS SHALL BE PLUGGED WITH 6" THICK WALL OF CLASS "A" P.C.C., ENSURING NO CONCRETE ENTERS THE MAIN. ABANDONMENT OF SANITARY SEWER LATERAL AT THE MAIN WILL OCCUR WHEN LATERAL CONNECTS AT A MANHOLE OR AS DETERMINED BY THE CITY. PLUG THE LATERAL END WITH 6" THICK WALL OF CLASS "A" P.C.C., AND FILL LATERAL WITH SAND OR CONTROL DENSITY FILL (CDF), MAKING A SMOOTH TROWEL FINISH ON THE INSIDE WALL OF THE MANHOLE FOR MANHOLE CONNECTIONS.
16. UNLESS OTHERWISE NOTED, CLASS 2 A.B. UNDER CURB, GUTTER, AND STREET SECTIONS PAVED WITH ASPHALT CONCRETE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION (MINIMUM).
17. FOR OPEN CUT SEWER INSTALLATION OR REPLACEMENT, PROVIDE SHOP DRAWINGS WITH POTHOLED UTILITY INFORMATION DISPLAYED FOR REVIEW BY THE ENGINEER 72 HOURS MINIMUM PRIOR TO COMMENCEMENT OF ANY EXCAVATION OF THESE SEGMENTS.
18. PROVIDE TEMPORARY UTILITY SUPPORT USING CONTROLLED LOW STRENGTH MATERIAL TO PROTECT EXISTING UTILITIES AND APPURTENANCES IN PLACE DURING SEWER CONSTRUCTION. SEE SPECIFICATION SECTION 03350.
19. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE PERMITTED ON ROADWAYS AFTER WORK HOURS WITHOUT WRITTEN PERMISSION FROM CITY.
20. TRAFFIC CONTROL MEASURES SHALL BE IMPLEMENTED PER APPROVED TRAFFIC CONTROL PLANS AT ALL TIMES DURING THE CONSTRUCTION PERIOD IN COMPLIANCE WITH SPECIFICATION SECTION 03320 (TRAFFIC CONTROL) OF THE SPECIAL PROVISIONS.
21. APPROVED PROTECTIVE MEASURES SHALL BE USED FOR ALL EXCAVATIONS PER SECTION 02019 "EARTHWORK", AND SECTION 03250 "EXCAVATION SUPPORT, SHORING AND BRACING."
22. ALL MONUMENTS DISTURBED BY CONSTRUCTION SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. REPLACEMENT WORK SHALL BE COORDINATED AND DOCUMENTED WITH THE CITY ENGINEER.
23. RE-STRIPE ALL PAVED AREAS IN KIND OR AS REQUIRED BY THE CITY. ALL PAVEMENT MARKINGS AND MARKERS SHALL BE REPLACED IN ACCORDANCE WITH CITY STANDARD TECHNICAL SPECIFICATIONS SECTION 02084.
24. THE CONTRACTOR SHALL REMOVE ALL USA PAINT MARKINGS FROM PAVEMENT, SIDEWALKS, AND CONCRETE WITHIN THE PROJECT BOUNDARY FOLLOWING THE COMPLETION OF CONSTRUCTION. COVERING MARKINGS WITH PAINT WILL NOT BE ALLOWED.
25. DAMAGE TO STREET LIGHTING, TRAFFIC SIGNAL OR TRAFFIC LOOP FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED IN ACCORDANCE WITH CALTRANS STANDARDS SECTION 86. TRAFFIC SIGNAL LOOPS DAMAGED BY THE WORK SHALL BE REPLACED WITH TYPE "Q" DETECTOR LOOPS PER CITY STANDARD DETAIL TR-7.
26. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR CONSTRUCTION SCHEDULE WITH PG&E. A PG&E INSPECTOR SHALL BE ONSITE DURING PRECONSTRUCTION SUBSURFACE UTILITY EXPLORATION POTHOLING AND DURING PIPELINE CONSTRUCTION WITHIN TEN (10) FEET OF GAS TRANSMISSION LINES.
27. IN OPEN CUT SEWER REPLACEMENT SECTIONS, EXISTING SEWER PIPE SHALL BE REMOVED AND DISPOSED OF AT CONTRACTOR'S EXPENSE.
28. NEW SEWER PIPE SHALL BE THE MATERIAL AS NOTED ON THE DRAWINGS.
29. REPLACEMENT AND REPAIR OF CITY OWNED FACILITIES NOT SPECIFICALLY DETAILED IN THE PLANS SHALL BE IN ACCORDANCE WITH APPLICABLE CITY STANDARD SPECIFICATIONS AND DETAILS.
30. SEWER LATERAL REPAIR OR INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD DETAILS.
31. RIGHT OF WAY AND PROPERTY LINES WHERE SHOWN ARE BASED UPON RECORD DATA AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
32. CONTRACTOR TO BROOM SWEEP CONSTRUCTION AREA EACH NIGHT PRIOR TO LEAVING THE JOB SITE. REFER TO THE SPECIAL PROVISIONS.
33. CONCRETE SADDLE SHALL BE USED FOR UTILITY CROSSINGS WITH LESS THAN 12 INCHES OF VERTICAL SEPARATION. REFER TO CITY STANDARD DETAILS MI-3 & MI-4.
34. CONTRACTOR SHALL PROTECT EXISTING TREES.
35. CONTRACTOR TO AIR GAP ALL EXISTING UTILITIES AT ALL CROSSING POINTS PRIOR TO PIPE REAMING.
36. CONTRACTOR SHALL INCLUDE COST TO PROTECT UTILITY POLE OR FOR SVP TO BRACE AND SUPPORT UTILITY POLES AND GUYS, INCLUDING THE USE OF A UTILITY POLE HOLDING TRUCK OR CRANE RIG OPERATED BY UTILITY PERSONNEL, IN THE UNIT PRICE BID FOR MANHOLE, LATERAL, OR PIPE INSTALLATION/REHABILITATION WHERE EXCAVATION IS REQUIRED WITHIN 5 FEET OF UTILITY POLES.
37. ALL INFORMATION PRESENTED HAS BEEN OBTAINED FROM FIELD INVESTIGATION AND RECORD INFORMATION. NO TOPOGRAPHIC SURVEY DATA HAS BEEN USED. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND OTHER NECESSARY INFORMATION TO CONSTRUCT THE PROPOSED WORK.
38. CONTRACTORS SHALL VISIT ALL SITES DURING THE BID PREPARATION PHASE AND FULLY INFORM THEMSELVES OF SITE CONSTRAINTS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE PRESENCE OF TREES, UTILITY POLES, AND GAS MAINS IN, AND ADJACENT TO THE STREETS AND EASEMENTS WHERE WORK IS TO BE PERFORMED.
39. POINT REPAIRS SHALL BE CONDUCTED THROUGH STANDARD OPEN TRENCH EXCAVATION METHODS INCLUDING ALL WORK NECESSARY TO REPLACE THE EXISTING PIPE WITH NEW PIPE OF THE SAME MATERIAL. CONTRACTORS SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT EXISTING SANITARY SEWER TO REMAIN FOR POINT REPAIRS PERFORMED TO BE REHABILITATED OR REPLACED BY PIPE BURSTING OR REAMING.
40. THE CONTRACTOR IS RESPONSIBLE IN VERIFYING THE SPOT REPAIR LOCATION, INCLUDING IDENTIFICATION FROM GROUND SURFACE BEFORE BEGINNING ANY EXCAVATION.
41. THE CONTRACTOR IS RESPONSIBLE TO KEEP SEWER MANHOLES AND PIPES FREE AND CLEAR OF CONSTRUCTION DEBRIS, AND SHALL BE INCIDENTAL TO THE COST OF THE SEGMENT.
42. THE CONTRACTOR IS LIABLE FOR SEWER SPILLS ASSOCIATED WITH THIS PROJECT. THIS IS INCLUDING, BUT NOT LIMITED TO SPILLS FROM BYPASSING, MOBILIZATION, DEMOBILIZATION, EXCAVATION, REMOVALS, ETC. ALL SPILLS SHALL ADHERE TO ALL SPECIFICATIONS IMMEDIATELY FOR ANY QUANTIFICATION, TREATMENT, HANDLING, AND REPORTING, ETC. ALL REPARATIONS FOR SPILLS SHALL BE AT NO ADDITIONAL COST TO THE CITY.
43. THE CONTRACTOR SHALL IDENTIFY ALL EXISTING LATERAL CONNECTIONS BEFORE PERFORMING PIPE BURSTING OR PIPE REAMING. AFTER PERFORMING PIPE BURSTING OR PIPE REAMING, THE CONTRACTOR WILL ENSURE ALL EXISTING LATERAL CONNECTIONS ARE RE-ESTABLISHED AND ARE IN GOOD WORKING ORDER. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY LATERAL NOT RECONNECTED AND IN GOOD WORKING ORDER AND WILL MAKE ALL RESTORATIONS AT NO ADDITIONAL COST TO THE CITY.
44. THE CONTRACTOR SHALL ENSURE THAT ALL CONNECTIONS TO EXISTING PIPE ARE MADE AT GOOD SECTIONS OF PIPE. A PIPE SHALL BE DEEMED AS GOOD IF IT IS FOUND WITHOUT ANY BREAKS, CRACKS, RUPTURES, DENTS, OR ANY OTHER VISIBLE DAMAGE.
45. EACH SEGMENT SHALL PERFORM POINT REPAIR AND INFILTRATION GROUTING OPERATIONS BEFORE PERFORMING CIPP, PIPE BURSTING, OR PIPE REAMING OPERATIONS, UNLESS OTHERWISE INDICATED.
46. SHALLOW UTILITIES MAY BE PRESENT IN PROJECT AREAS. CONTRACTOR SHALL VERIFY UTILITY DEPTHS OF ANY UTILITY IN CONFLICT WITH WORK BEFORE ANY EXCAVATION OR TRENCH WORK.
47. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXPOSED UTILITIES. THE CONTRACTOR WILL RESTORE ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL EXPENSE TO THE CITY.
48. CONTRACTOR SHALL REFERENCE THE CITY SEWER BLOCK BOOKS FOR LOCATIONS OF ALL MANHOLES NOT SHOWN ON PLANS.
49. MAINTAIN 1-FOOT MINIMUM SEPARATION WHEN CROSSING SVP FACILITIES BY OPEN CUT METHOD.
50. PROTRUDING GASKETS AND LATERALS WERE OBSERVED DURING PREVIOUS CCTV INSPECTIONS. CONTRACTOR SHALL IDENTIFY LOCATIONS DURING PRELIMINARY CCTV INSPECTIONS AND CUT ALL PROTRUDING LATERALS AND GASKETS PRIOR TO CIPP LINING IN ACCORDANCE WITH SPECIFICATION SECTION 03240. COSTS SHALL BE INCLUDED IN THE VARIOUS BID ITEMS OF WORK ASSOCIATED WITH CIPP REHABILITATION OF EXISTING SANITARY SEWER MAINS.
51. CONTRACTOR SHALL CONFORM SIZE OF ALL EXISTING LATERALS PRIOR TO RECONNECTION OR REINSTATEMENT.

MONUMENT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION AND/OR PERPETUATION OF EXISTING SURVEY MONUMENTS (CURB TAGS, IRON PIPES, STREET MONUMENTS, ETC.) NOTED ON THE PLANS OR FOUND DURING CONSTRUCTION PER SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONAL CODE. IF A SURVEY MONUMENT HAS POTENTIAL OF BEING DISTURBED OR WITHIN 3 FEET OF THE WORK, THE MONUMENT SHALL BE LOCATED, REFERENCED, AND A CORNER RECORD SHALL BE FILED WITH THE SANTA CLARA COUNTY SURVEYOR, AND DUPLICATE OF THE CORNER RECORD SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION. SHOULD ANY SURVEY MONUMENT BE DAMAGED OR DESTROYED DURING CONSTRUCTION, THE CONTRACTOR SHALL RE-ESTABLISH SAID MONUMENT PER CITY STANDARD, FILE A CORNER RECORD WITH THE SANTA CLARA COUNTY SURVEYOR, AND SUBMIT A DUPLICATE OF THE CORNER RECORD TO THE CITY ENGINEER PRIOR TO FINAL PROJECT NOTICE OF COMPLETION ISSUED BY THE DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL, AT HIS/HER EXPENSE, HIRE A LICENSED PROFESSIONAL CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING OR LAND SURVEYOR TO PERFORM THE WORK.

95% PLANS NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

GENERAL AND MONUMENT NOTES

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 3 OF 45

SHEET No. G-03

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User: TS - TITEL
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

TRAFFIC CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE TRAFFIC CONTROL PLANS FOR ALL PHASES OF WORK BASED ON THE LATEST CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND CALTRANS STANDARD PLANS. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULL IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING CONSTRUCTION, AS REQUIRED BY THE CITY ENGINEER/INSPECTOR. A 24–HOUR "ON–CALL" TELEPHONE NUMBER SHALL ALSO BE PROVIDED TO THE CITY BY THE CONTRACTOR FOR SERVICES REQUIRED BEYOND NORMAL WORKDAY OPERATIONS.
3. ACTUAL SIGN INSTALLATION LOCATIONS ARE TO BE DETERMINED IN THE FIELD. SIGN LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER/INSPECTOR PRIOR TO ANY INSTALLATION WORK.
4. SIGNS SHALL BE INSTALLED/PLACED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE CITY.
5. CONTRACTOR SHALL COVER OR REMOVE ANY EXISTING SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS THAT CONFLICT WITH THESE TRAFFIC CONTROL PLANS DURING CONSTRUCTION. REMOVAL OF ROADWAY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH CURRENT CALTRANS AND CA MUTCD STANDARDS. SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS SHALL BE RESTORED TO EXISTING CONDITIONS TO THE SATISFACTION OF THE CITY ENGINEER/INSPECTOR ONCE CONSTRUCTION IS COMPLETE.
6. A MINIMUM OF ONE 10' WIDE TRAVEL LANE PER DIRECTION OF TRAVEL (UNLESS OTHERWISE NOTED ON PLANS) SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
7. TEMPORARY TRAFFIC CONTROL DEVICES SHALL MAINTAIN ACCESS TO FIRE HYDRANTS, BUILDING STANDPIPES AND OTHER EMERGENCY FACILITIES WITHIN THE CONSTRUCTION ZONE.
8. ALL TRAFFIC CONTROL DEVICES (SIGNS, CHANNELIZERS, ETC.) SHALL BE RETROREFLECTIVE AND/OR ILLUMINATED DURING NIGHTTIME TRAFFIC CONTROL.
9. CONTRACTOR SHALL DISPLAY ON ITS BARRICADES COMPANY NAME AND 24–HOUR EMERGENCY TELEPHONE NUMBER IN CASE OF EMERGENCY CALLOUTS.
10. CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN BARRICADES AND OTHER SAFETY MEASURES TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES.
11. THE PARKING OF ANY CONSTRUCTION–RELATED VEHICLES OR STORAGE OF ANY MATERIAL IS NOT ALLOWED ON A PUBLIC STREET OR SIDEWALK UNLESS APPROVED IN ADVANCE BY THE CITY ENGINEER.
12. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT SURFACE, ETC. DAMAGED OR DESTROYED DURING CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER AT ITS SOLE EXPENSE.
13. CONTRACTOR SHALL COORDINATE, FOR ANY ONGOING PROJECTS IN THE VICINITY OF THIS PROJECT, THE ROUTING OF PEDESTRIANS, VEHICLES, AND CONSTRUCTION TRUCKS WITH OTHER CONTRACTORS TO MINIMIZE PUBLIC INCONVENIENCE.
14. SIDEWALKS AND TRAFFIC LANES SHALL REMAIN OPEN WHEN NO ACTIVITY IS PLANNED AND/OR BETWEEN SCHEDULED CLOSURES. SIDEWALKS AND TRAFFIC LANES SHALL BE OPENED AT THE END OF EACH WORKDAY.
15. WHEN USED FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC CONTROL, STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE.
16. CONTRACTOR SHALL DETERMINE PROJECT PHASING AND ACTUAL DURATION OF EACH PHASE AND SHALL SUBMIT AN ACTIVITY DURATION TABLE TO THE CITY PUBLIC WORKS INSPECTOR PRIOR TO START OF CONSTRUCTION.
17. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING THE TRENCHES AND PLACING TRAFFIC–RATED STEEL PLATES TO REOPEN THE TRAFFIC LANES TO TRAFFIC DURING NON–WORK HOURS. STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE TO PROVIDE SMOOTH AND SAFE DRIVING CONDITIONS.
18. SANDBAGS AND/OR GRAVEL BAGS SHALL BE PLACED OVER THE BASE LEGS OF BARRICADE–MOUNTED SIGNS TO PREVENT ANY OVERTURNING.
19. PROVIDE CONTINUOUS TEMPORARY ACCESS TO ALL SIDE STREETS, ALLEYS, DRIVEWAYS, BUS STOPS, AND PARKING LOTS.
20. CONTRACTOR SHALL PREPARE PEDESTRIANS DETOUR PLANS WHEREVER THE SIDEWALK IS CLOSED DUE TO CONSTRUCTION.
21. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN OF ROADWAY CLOSURE FOR REVIEW AND APPROVAL PRIOR TO ANY CLOSURE AND CONSTRUCTION.
22. BARRICADES SHALL BE INSTALLED AROUND EXCAVATED AREAS.
23. SEE SHEET C–57 FOR ADDITIONAL TRAFFIC CONTROL NOTES.

ARBORIST NOTES:

I. GENERAL

1. NO CUTTING OF ANY PART OF CITY TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT SECURING APPROVAL AND DIRECT SUPERVISION FROM THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY (408) 615–3080.
2. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST.
3. WHEN CONSTRUCTION OCCURS WITHIN THE DRIP LINE OF EXISTING TREES, CONTRACTOR SHALL PILE THE SOIL ON THE SIDE AWAY FROM THE TREE. WHEN THIS IS NOT POSSIBLE, PLACE SOIL ON PLYWOOD, TARP, OR 4" – 5" THICK BED OF MULCH. THIS IS TO PREVENT CUTTING INTO THE SOIL SURFACE WHEN THE BACKHOE OR TRACTOR BLADE REFILLS THE TRENCH.
4. REFILL OPEN TRENCHES QUICKLY WITHIN HOURS OF EXCAVATION WHEN THEY OCCUR WITHIN THE DRIP LINE OF EXISTING TREES. IF THIS IS NOT POSSIBLE AND THE WEATHER IS HOT, DRY, OR WINDY, CONTRACTOR MUST KEEP ROOT ENDS MOIST BY COVERING THEM WITH WET BURLAP. IF THE TEMPERATURE IS 80°F OR GREATER, THE BURLAP MUST BE INSPECTED EVERY HOUR, AND RE–WET AS NECESSARY TO MAINTAIN A CONSTANT COOL MOIST CONDITION. SMALL ROOTS CAN DRY OUT AND DIE IN 10–15 MINUTES. LARGER ROOTS CAN SUCCUMB IN AN HOUR OR LESS UNDER UNFAVORABLE WEATHER CONDITIONS.
5. WHEN ROOTS 2" OR LARGER ARE REQUIRED TO BE CUT, SHOVEL BY HAND NEAR THE ROOTS AND PRUNE THE ROOTS WITH AN INDUSTRY–APPROVED PRUNING TOOL. ROOTS THAT ARE ACCIDENTALLY BROKEN SHOULD BE PRUNED TWO INCHES FROM THE DAMAGED END. CRUSHED OR TORN ROOTS ARE MORE LIKELY TO ALLOW DECAY TO BEGIN. SHARPLY CUT ROOTS PRODUCE A FLUSH OF NEW ROOTS HELPING THE TREE TO RECOVER FROM ITS INJURY.
6. CONTRACTOR SHALL NOTIFY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY 72 HOURS IN ADVANCE OF ANY WORK REQUIRING DIGGING AROUND OR WITHIN THE DRIP LINE OF EXISTING TREES.
7. A CLEAR SYSTEM OF FLAGGING MUST BE PROVIDED AROUND TREES WITHIN 20' OF THE PROPOSED GRADING. CONTRACTOR SHALL SECURE APPROVAL OF SUCH SYSTEM FROM THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
8. MATERIALS, EQUIPMENT, TEMPORARY BUILDINGS, FUELS, PAINTS, AND OTHER CONSTRUCTION ITEMS SHALL NOT BE PLACED WITHIN THE DRIP LINE OF EXISTING TREES.
9. FENCE ALL TREES TO BE RETAINED TO COMPLETELY ENCLOSE THE TREE PROTECTION ZONE PRIOR TO DEMOLITION, GRUBBING, OR GRADING. FENCING SHALL BE PLACED AT THE DRIP LINE OF EXISTING TREES OR, IF POSSIBLE, 1.5 TIMES THE RADIUS OF THE DRIP LINE OUT FROM THE TRUNK OF THE TREE. A WARNING SIGN SHALL BE PROMINENTLY DISPLAYED ON EACH FENCE. THE SIGN SHALL BE A MINIMUM OF 8.5"x11" AND CLEARLY STATE **"WARNING - TREE PROTECTION ZONE THIS FENCE SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE CITY ARBORIST/PROJECT ARBORIST."** FENCES SHALL BE 6–FOOT TALL CHAINLINK OR EQUIVALENT, AS APPROVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. FENCES SHALL REMAIN UNTIL ALL GRADING AND CONSTRUCTION WORK IS COMPLETED. IN ADDITION, WRAP ALL TREES WITH STRAW WADDLE UP TO THE FIRST MAIN BRANCH, THEN WRAP SNOW FENCING AROUND THE WADDLE ON ALL TREES IN THE CONSTRUCTION ZONE TO PROTECT THEM FROM BARK DAMAGE CAUSED BY THE WORK.
10. NO TRENCHING SHALL BE DONE WITHIN THE DRIP LINE OF EXISTING TREES WITHOUT THE APPROVAL OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. OPEN TRENCHING IN THE ROOT ZONE OF A PUBLIC TREE IS PROHIBITED EXCEPT IN CASES WHERE THE TRENCHING FALLS OUTSIDE THE DRIP LINE OF THE TREE INVOLVED. EXCEPTIONS MAYBE ALLOWED IF, IN THE OPINION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY, THE IMPACT OF TRENCHING ON THE TREE WILL BE NEGLIGIBLE.
11. ANY CUTTING OF EXISTING ROOTS OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. ANY CUTTING OF EXISTING ROOTS OF PRIVATE TREES SHALL BE DONE WITH APPROVED EQUIPMENT UNDER THE DIRECT SUPERVISION OF AN ISA–CERTIFIED ARBORIST.
12. GRADING SHOULD NOT CREATE DRAINAGE PROBLEMS FOR TREES BY CHANNELING WATER INTO THEM, OR CREATING SUNKEN AREAS.
13. ALL GRADING WITHIN THE DRIP LINE OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. ALL GRADING WITHIN THE DRIP LINE OF PRIVATE TREES SHALL BE DONE WITH APPROVED EQUIPMENT UNDER THE DIRECT SUPERVISION OF AN ISA–CERTIFIED ARBORIST. THE ORIGINAL GRADE AT THE BASE OF EXISTING TREES SHALL NOT BE MODIFIED. IF A GRADE INCREASE IS NECESSARY, DRY WELLS SHOULD BE USED.
14. WHEN TRENCHING IS ALLOWED WITHIN THE DRIPLINE OF EXISTING TREES, THE CONTRACTOR MUST FIRST CUT ROOTS WITH A VERMEER ROOT CUTTER PRIOR TO ANY TRENCHING TO AVOID TUGGING OR PULLING OF ROOTS.
15. TREES THAT ARE DETERMINED TO BE REMOVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY DUE TO AN UNFORESEEN CIRCUMSTANCE DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR. THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY SHALL DETERMINE THE REPLACEMENT SPECIES, SIZE, QUANTITY, AND SPACING.
16. PLACE 4"–5" THICK MULCH AROUND ALL EXISTING TREES (OUT TO THEIR DRIP LINE) THAT ARE TO BE RETAINED PRIOR TO ANY CONSTRUCTION. THIS WILL HELP MAINTAIN MOISTURE UNDER THE TREE WITHIN THE FENCING AREA.
17. BORE PITS ARE NOT ALLOWED WITHIN THE DRIP LINE OF ANY TREE.

II. BORING (NOT USED)

III. TREE PROTECTION

1. CONTRACTOR SHALL TAG AND IDENTIFY EXISTING TREES WHICH ARE TO REMAIN WITHIN THE PROJECT LIMITS AND ON THE PUBLIC RIGHT–OF–WAY PRIOR TO START OF WORK. PROTECT ALL TAGGED TREES AT ALL TIMES FROM DAMAGE BY THE WORK. TREATMENT OF ALL MINOR DAMAGE TO TAGGED TREES SHALL BE PERFORMED BY ISA–CERTIFIED ARBORIST OR OTHER PERSONNEL APPROVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. IF A TAGGED TREE IS PERMANENTLY DISFIGURED OR KILLED AS A RESULT OF THE WORK, CONTRACTOR SHALL REMOVE THE TREE, INCLUDING ITS ROOTS, FROM THE SITE AND REPLACE EACH REMOVED TREE WITH AN EQUAL–SIZED TREE. IF SUCH REPLACEMENT IS NOT POSSIBLE, THE CONTRACTOR SHALL REIMBURSE TO THE TREE OWNER THE AMOUNT LISTED IN THE TABLE BELOW. THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY SHALL BE THE SOLE JUDGE OF THE CONDITION OF ANY TREE. CONTRACTOR SHALL PROVIDE REGULAR WATERING OF EXISTING LANDSCAPING WITHIN THE CONSTRUCTION AREA THROUGH THE CONSTRUCTION PERIOD.
2. CONTRACTOR SHALL PAY THE TREE OWNER THE VALUE OF EXISTING TREES TO REMAIN THAT DIED OR WERE DAMAGED BECAUSE OF THE CONTRACTOR'S FAILURE TO PROVIDE ADEQUATE PROTECTION AND MAINTENANCE. THE PAYMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE OF VALUES, USING "TREE CALIPER" METHOD ESTABLISHED IN THE MOST RECENT ISSUE OF THE "GUIDE FOR ESTABLISHING VALUES OF TREES AND OTHER PLANTS," PREPARED BY THE COUNCIL OF TREE AND LANDSCAPE ARCHITECTS.

7 INCHES	$ 2,400	14 INCHES	$ 9,200
8 INCHES	3,400	15 INCHES	10,000
9 INCHES	4,400	16 INCHES	11,000
10 INCHES	5,200	17 INCHES	12,000
11 INCHES	6,200		
12 INCHES	7,200	18 INCHES AND OVER:	
13 INCHES	8,200	ADD FOR EACH CALIPER INCH	$ 1,200

95% PLANS NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

TRAFFIC & ARBORIST NOTES

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 4 OF 45

SHEET No. G-04

SYSV, VSRETAIN=1, PSLTSCALE=1, LTSCALE=1
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PIPE SEGMENT ESTIMATED FLOW INFORMATION

SEGMENT #	EXISTING PIPE DIAMETER (IN)	EXISTING PIPE MATERIAL	ESTIMATED AVERAGE DRY WEATHER FLOW (MGD)	ESTIMATED PEAK DRY WEATHER FLOW (MGD)	ESTIMATED MAX WET WEATHER FLOW (MGD)	PIPE PEAK FLOW CAPACITY (MGD)
31	15	VCP	0.19	0.71	1.26	3.53
45	15	VCP	0.19	0.71	1.26	3.30
77	15	VCP	0.23	0.29	0.34	3.05
80	15	VCP	0.23	0.29	0.34	2.41
85	15	VCP	0.23	0.30	0.34	2.45
86	15	VCP	0.25	0.32	0.37	2.24
91	15	VCP	0.25	0.32	0.38	2.30
95	15	VCP	0.26	0.47	0.87	2.05
96	18	VCP	0.31	0.74	1.18	5.40
100	18	VCP	0.32	1.05	1.53	4.52
101	18	VCP	0.32	1.05	1.52	4.21
109	18	VCP	0.32	1.05	1.53	4.48
112	15	VCP	0.32	1.05	1.53	4.48
115	15	VCP	0.25	0.32	0.38	2.28
120	24	RCP	0.53	1.99	3.64	7.79
122	24	RCP	0.52	1.90	3.31	8.05
130	24	RCP	0.45	1.82	3.21	9.06
132	24	RCP	1.06	2.52	4.21	6.15
134	24	RCP	1.06	2.52	4.22	8.61
136	24	RCP	0.53	1.99	3.64	6.49
202-WEST	24	VCP	0.71	1.21	3.47	44.86
202-CENTER	18	VCP	0.80	1.40	4.34	46.73
202-EAST	24	VCP	0.71	1.21	3.44	45.05
203	30	RCP	4.63	10.74	11.04	11.66
204	30	RCP	4.63	10.74	11.05	10.79
205	30	RCP	4.63	10.75	11.06	8.80
208	33	RCP	3.73	11.24	12.04	16.94
209	33	VCP	3.73	10.99	11.63	10.56
210	33	RCP	3.73	10.88	11.50	10.51
211	33	RCP	3.73	10.82	11.43	10.57
212	33	RCP	3.73	10.82	11.41	10.53
213	33	RCP	3.73	10.80	11.41	29.51
223	42	RCP	3.27	14.79	19.31	10.84
224	42	RCP	3.27	14.78	19.31	22.01
225	42	RCP	3.27	14.78	19.3	21.49
226	42	RCP	3.27	16.01	20.44	22.04
227	42	RCP	3.28	10.36	20.55	21.62
228	15	VCP	0.07	0.44	0.55	1.75
231	42	RCP	4.12	18.19	21.49	28.36
232	42	RCP	4.12	18.19	21.49	25.94
233	42	RCP	4.12	18.19	21.49	26.52
234	42	RCP	4.12	18.02	21.32	26.60
235	42	RCP	SEE NOTE 7	SEE NOTE 7	SEE NOTE 7	SEE NOTE 7
240	42	RCP	6.37	18.12	22.04	25.19
241	42	RCP	6.37	18.13	22.05	24.73
242	42	RCP	6.37	18.13	22.05	24.37

NOTES:

1. THE TABLE ON THE LEFT PRESENTS FLOW ESTIMATE DATA TAKEN FROM THE CITY OF SANTA CLARA'S SEWER SYSTEM MODEL AND IS PRESENTED FOR THE CONTRACTOR'S REFERENCE IN PREPARING BYPASS PUMPING PLANS FOR EACH SEWER SEGMENT DESIGNATED FOR REHABILITATION UNDER THIS CONTRACT.
2. AT A MINIMUM, BYPASS PUMPING SYSTEMS SHALL INCLUDE A PRIMARY PUMP AND A BACKUP STANDBY PUMP, EACH SIZED TO HANDLE THE ESTIMATED PEAK DRY WEATHER FLOW WHEN SEWER BYPASSING OCCURS BETWEEN MAY 1ST AND SEPTEMBER 30TH. FOR SEWAGE BYPASSING WHICH OCCURS BETWEEN OCTOBER 1ST AND APRIL 30TH, THE TOTAL COMBINED INSTALLED BYPASS PUMPING CAPACITY SHALL BE EQUAL OR EXCEED THE ESTIMATED MAX WET WEATHER FLOW.
3. FOR ALL SEWER SEGMENTS 12-INCHES AND LARGER IN DIAMETER, THE BACKUP STANDBY PUMP AND ITS DRIVER SHALL BE INSTALLED AND IMMEDIATELY READY TO OPERATE IN THE CASE OF A FAILURE OR INABILITY OF THE PRIMARY PUMP TO PASS FLOWS WITHOUT CAUSING SURCHARGING OF THE SEWER LINES UPSTREAM OF THE SECTION OF SEWER BEING BYPASSED.
4. SEWAGE BYPASS LINES FOR SEWER SEGMENTS 12-INCHES AND LARGER SHALL BE RIGID PIPE OR HARD SUCTION HOSE. ALL BYPASSING LINES SHALL BE LEAK FREE. HOSES WILL NOT BE PERMITTED WHERE VEHICLES CAN CROSS OVER THE BYPASS LINES. PROVIDE DRIVEWAY APRON RAMP SECTIONS WHERE BYPASS LINES CROSS IN FRONT OF ANY ACCESSWAY TO A PROPERTY. BYPASS LINES PASSING ACROSS STREETS AND INTERSECTIONS WHICH CANNOT BE DETOURED ARE TO BE INSTALLED IN SLIT TRENCHES.
5. REFER TO TECHNICAL SPECIFICATION SECTION 03220 SEWAGE FLOW CONTROL, FOR BYPASS PUMPING PLAN SUBMITTAL REQUIREMENTS AND FOR MINIMUM EQUIPMENT REQUIREMENTS PERTAINING TO SEWAGE BYPASSING.
6. REFER TO NOTES ON THE INDIVIDUAL PLAN OVER PROFILE SHEETS RELATING TO SITE SPECIFIC REQUIREMENTS, RESTRICTIONS, AND RELATED DATA WHICH ARE TO BE REFLECTED IN THE BYPASS PUMPING SYSTEMS TO BE EMPLOYED AT EACH SITE.
7. FLOW INFORMATION NOT INCLUDED IN CITY OF SANTA CLARA'S SEWER MODEL. CONTRACTOR SHALL USE OWN CALCULATIONS TO ESTIMATE BYPASS NEEDS BASED ON PIPE SEGMENT'S PIPE DIAMETER AND SLOPE, AND SHALL BE CAPABLE OF HANDLING EXISTING FLOWS PLUS ADDITIONAL WET WEATHER FLOW. FOR BIDDING PURPOSES, CONTRACTOR SHALL ASSUME THEY WILL NEED SUFFICIENT BYPASSING CAPACITY (INSTALLED AND STANDBY) TO HANDLE THE PIPE'S FULL CAPACITY. CONTRACTOR CAN ALSO USE AVAILABLE DATA FROM PIPES WITHIN THREE (3) DOWNSTREAM SEGMENTS OF PIPE THAT DOES NOT HAVE FLOW INFORMATION.

SHEET No. G-05

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

PIPE SEG. FLOW INFORMATION

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 5 OF 45

Plotted: Aug 06 , 2021 , 1:43pm by PMATSUO Last Saved: Aug 06 , 2021 , 1:26pm by SUOTHAK
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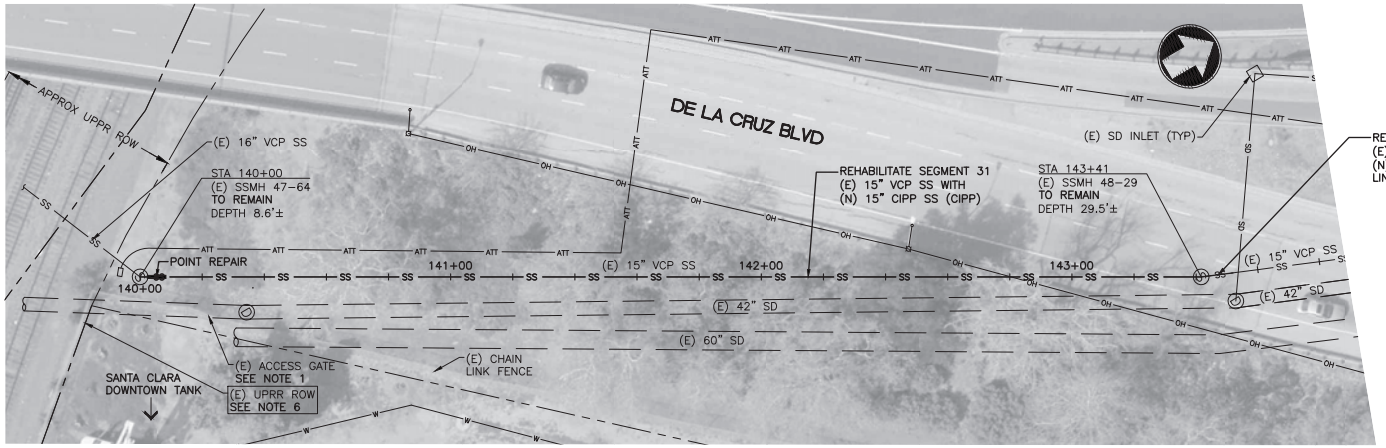

PLAN
SCALE: 1"=20'

NOTES:
1. SSMH 47-64 ACCESSIBLE FROM 351 BROKAW RD.
2. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
4. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER TO REMAIN.
5. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
6. NO ENTRY ONTO UPRR ROW WILL BE ALLOWED. CONTRACTOR MUST KEEP ALL WORK EQUIPMENT AND MATERIALS OUT OF UPRR ROW.
7. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 47-64 TO MH 48-29 LOCATED ADJACENT TO AND EAST OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.

FOR PIPE PROFILE, SEE SHEET C-14.1

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 31, 45 - DE LA CRUZ BLVD (1)

HORIZONTAL SCALE: 1'=20" VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 6 OF 45

SHEET No. C-14 (ALT. 3)

Plotted: Aug 06 , 2021 , 2:30pm by PM78580 Last Saved: Aug 06 , 2021 , 2:25pm by PM78580
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Xref: | C-TTBL | C-UTIL-E-SB | XREF | C-PROP-AREA-SB | C-PROP-E
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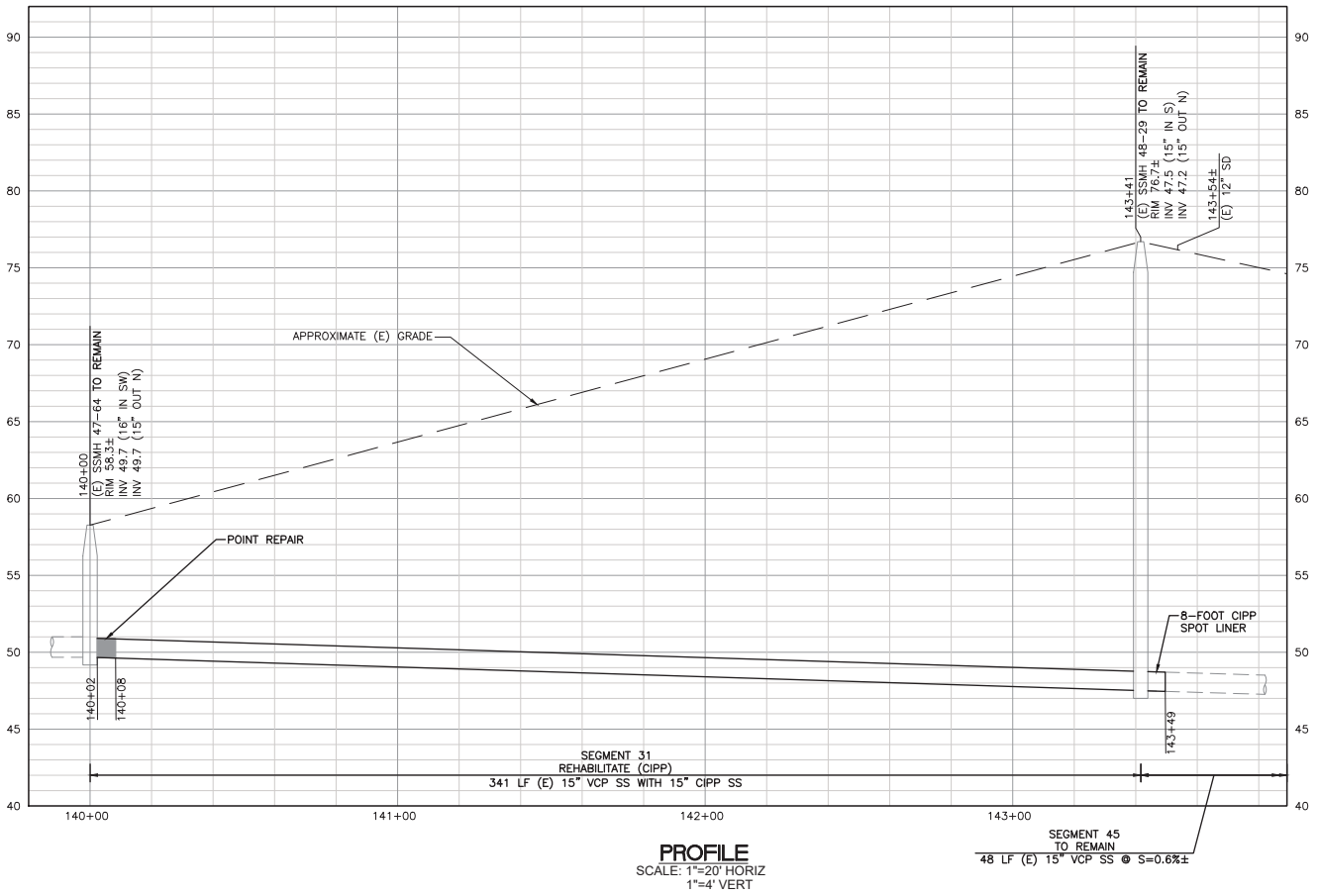

PROFILE

SCALE: 1"=20' HORIZ
1"=4' VERT

SHEET No. C-14.1 (ALT. 3)

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 31, 45 - DE LA CRUZ BLVD (1)

HORIZONTAL SCALE: 1'=20" VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 7 OF 45

Plotted: Aug 06 , 2021 , 2:38pm by PM78580 Last Saved: Aug 06 , 2021 , 2:25pm by PM78580
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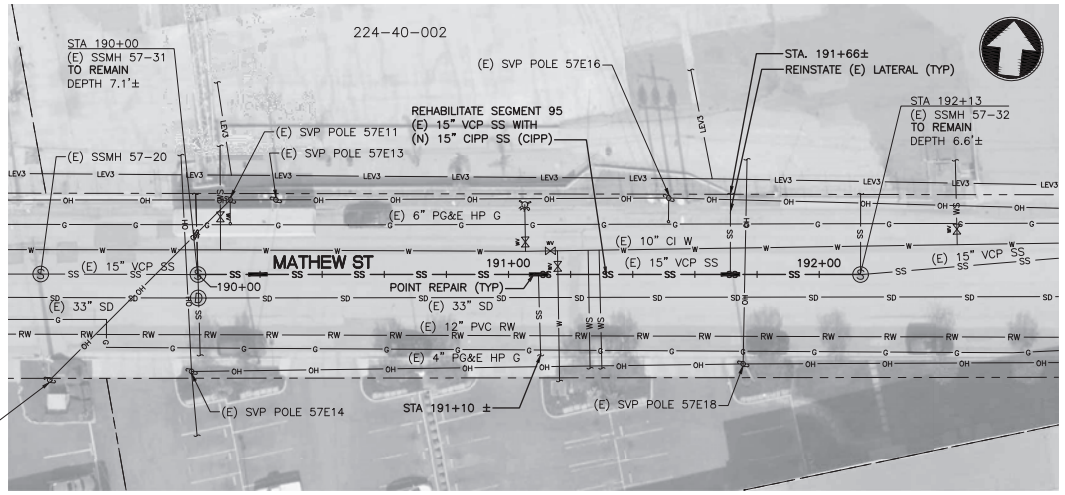
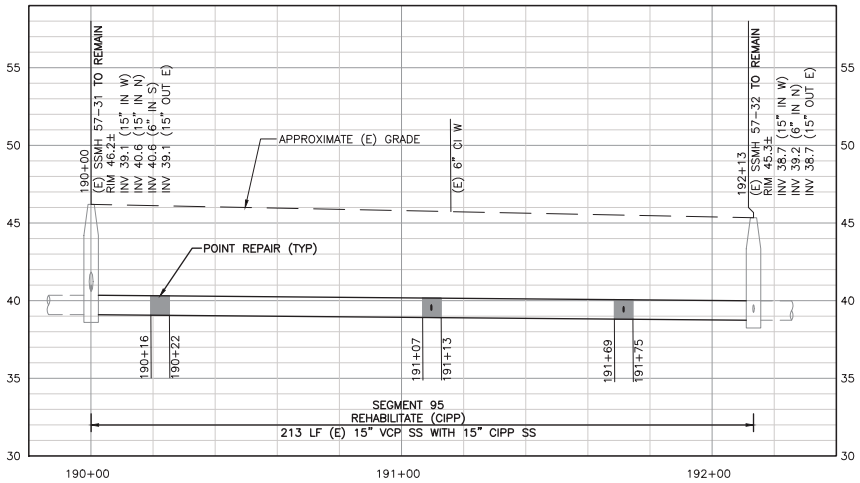
User: | C-TTBL | C-NOTE-E-3B | XREF | C-PROP-AREA-3B | C-PROP-E
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER TO REMAIN.
4. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
5. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-20 TO MH 57-32 LOCATED ADJACENT TO AND SOUTH OF EXISTING SEWER LINE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEGMENT 95 - MATHEW ST

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 8 OF 45

SHEET No. C-22 (ALT. 1)

Plotted: Aug 06 , 2021 , 1:44pm by PM78580 Last Saved: Aug 06 , 2021 , 12:45pm by PM78580
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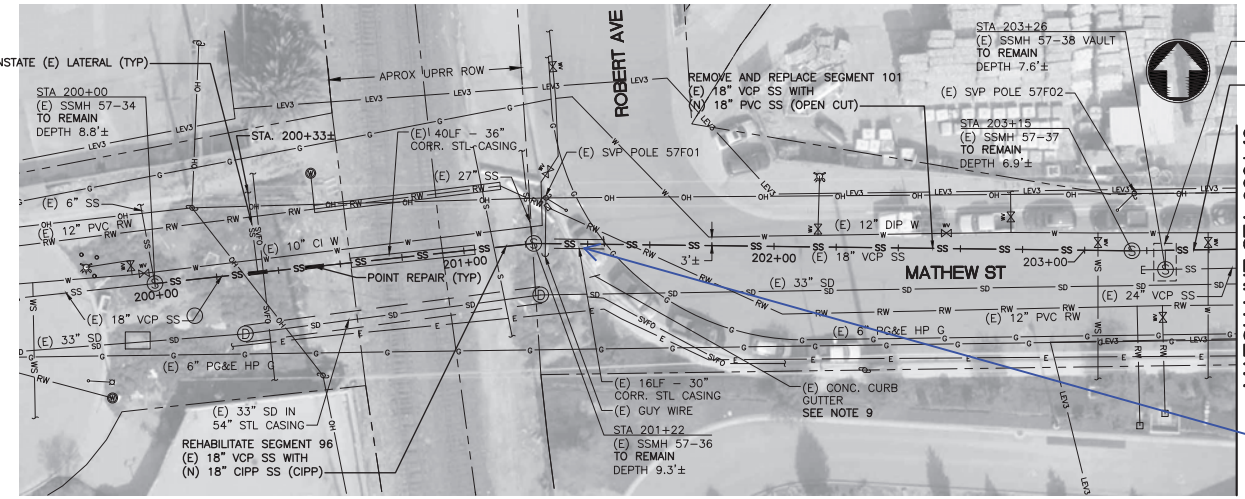
Xref: || C-TTBL | XREF1 | C-UTIL-E-3A | C-PROP-AREA-3A | C-PROP-E
SYS: XDSETMM=1, PSLTSCALE=1, LTSCALE=1

A C-23 MH 57-36 GROUND SURFACE



NOTE TO CITY SANTA CLARA REVIEWER:

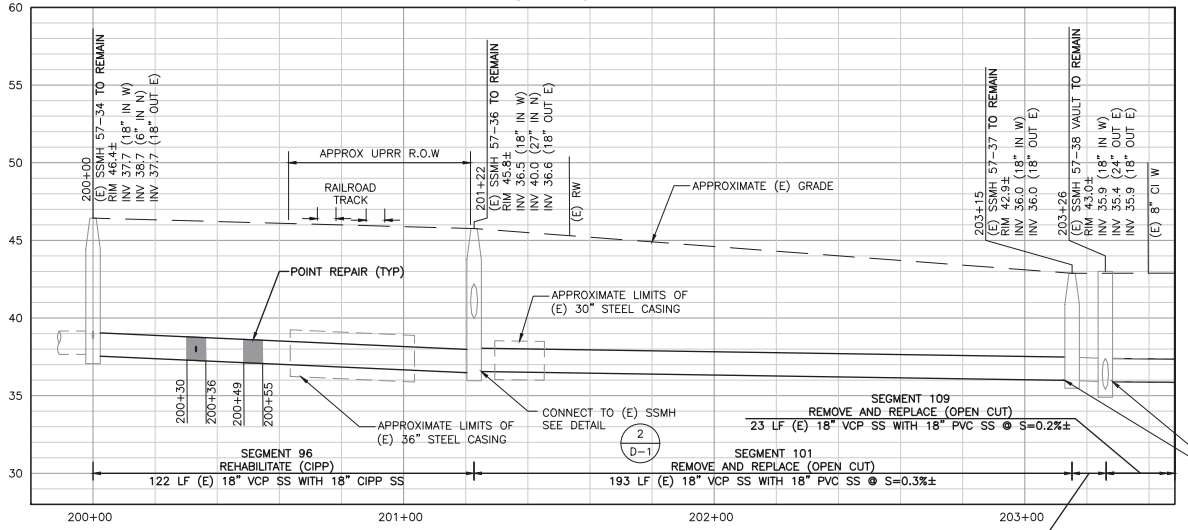
We believe this (E) 16 LF of 30" casing was for a railroad spur track that has been demolished. As such, we are not calling for this casing to be reinstalled.

Does the City have any reason for the casing to be reinstalled?

NOTES:

1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER TO REMAIN.
4. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
5. THE PROPOSED POINT REPAIRS ON SEGMENT 96 ARE WITHIN CLOSE PROXIMITY TO THE ADJACENT 10" CI WATER MAIN AND PROPOSED OPEN CUT REPLACEMENT OF SEGMENT 101 IS WITHIN CLOSE PROXIMITY TO ADJACENT 12" DIP WATER MAIN. CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR CONSTRUCTION SCHEDULE WITH THE CITY OF SANTA CLARA WATER DEPARTMENT. CONTRACTOR IS ADVISED THAT SUPERVISION OF THE WORK BY THE CITY WATER DEPARTMENT OR A TEMPORARY SHUT DOWN OF THE WATER MAINS MAY BE REQUIRED.
6. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
7. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
8. FOR SEGMENT 96, SEE SHEET C-60 FOR SUGGESTED BYPASS PLAN AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
9. FOR SEGMENT 101, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-36 TO MH 57-38 LOCATED ADJACENT TO NORTH CURB LINE OF MATHEW STREET AND MAY BE LOCATED IN BYPASS TRENCH WHEN CROSSING ROBERT AVENUE, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
10. FOR SEGMENT 109, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-37 TO MH 57-38 AND DIVERTING FLOW TO ADJACENT 24-INCH VCP SEWER, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE DETAIL-1 ON SHEET C-60 FOR AS-BUILT SCHEMATIC DRAWING OF MH 57-38 VAULT. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
11. CONTRACTOR TO REPLACE CURB GUTTER IN KIND BETWEEN (E) NEAREST CONSTRUCTION JOINTS IF DISTURBED. COST TO REPLACE DISTURBED CURB GUTTER SHALL BE INCLUDED IN COSTS TO COMPLETE OPEN CUT INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE. REFER TO CITY STANDARD DETAIL ST-11.

PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED (30 0 10 20 40 60 80 100)

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEGMENT 96, 101, 109 - MATHEW ST (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 9 OF 45

SHEET No. C-23 (ALT. 1)

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User: | C-TITBL | XREF1 | C-PROP-AREA-3A | C-PROP-AREA-2

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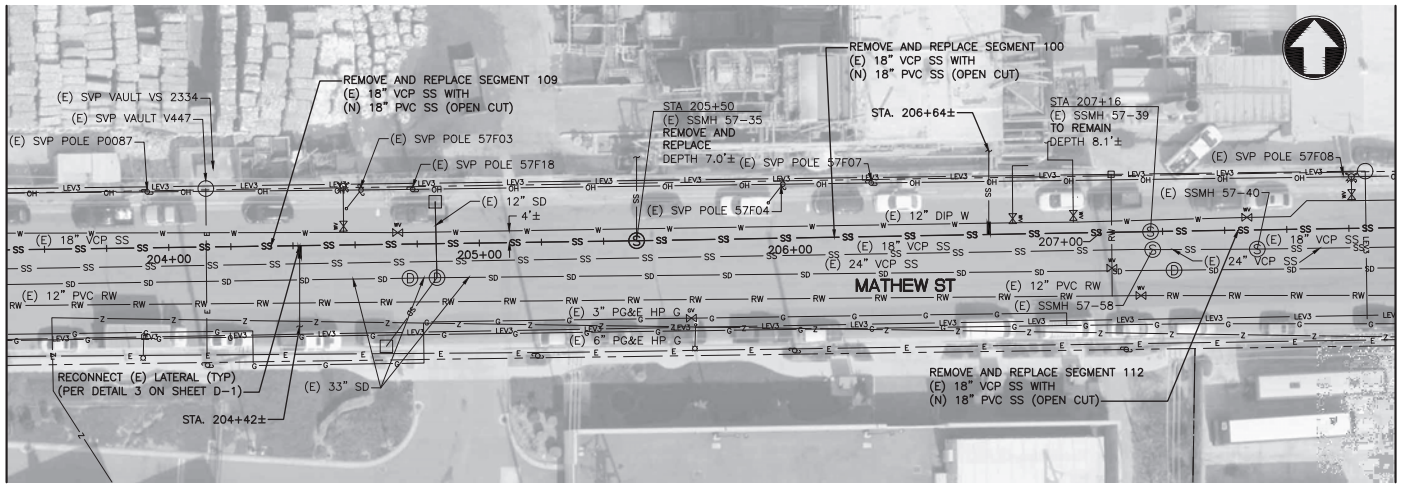
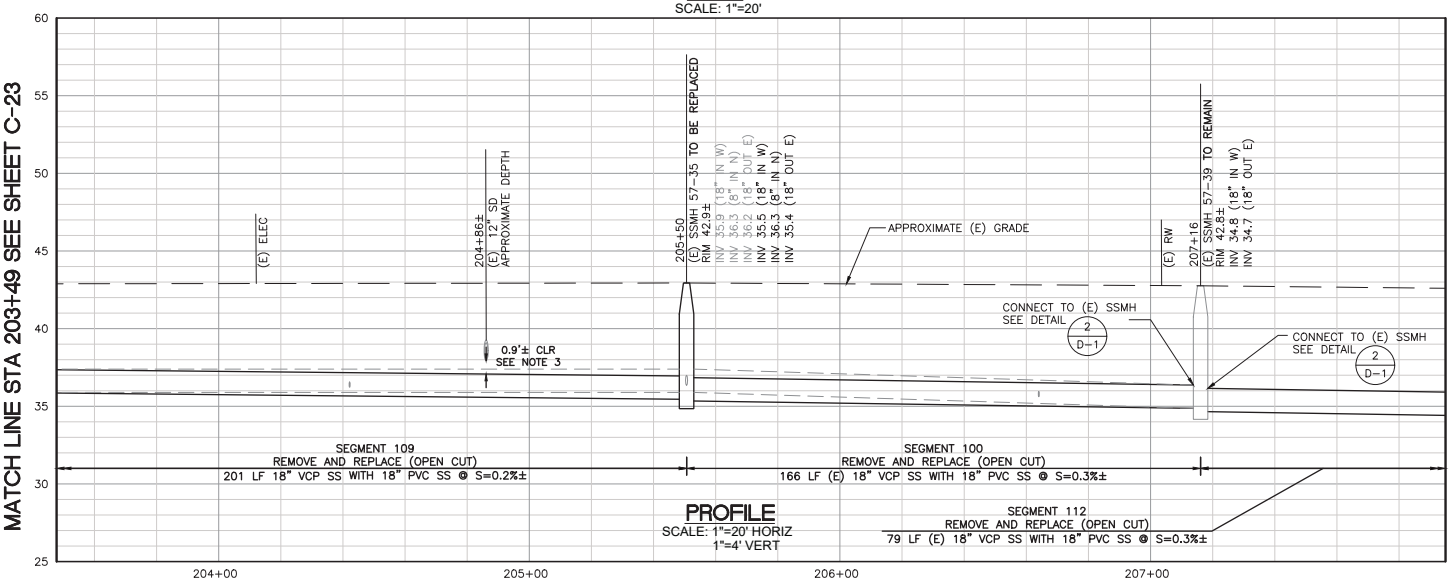
SYS9: HSRETMM=1, PSLTSCALE=1, LTSCALE=1

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR CLEARANCES LESS THAN 12", REFER TO CITY STANDARD DETAIL MI-4.
4. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
5. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
6. FOR SEGMENT 109, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-37 TO MH 57-38 AND DIVERTING FLOW TO ADJACENT 24-INCH VCP SEWER, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE DETAIL-1 ON SHEET C-60 FOR AS-BUILT SCHEMATIC DRAWING OF MH 57-38 VAULT. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
7. FOR SEGMENT 100, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-35 TO MH 57-39 ALONG NORTHERN CURB LINE OF MATHEW STREET, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
8. FOR SEGMENT 112, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-39 TO MH 57-58, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
9. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION METHOD SUCH AS OPEN CUTTING.



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE	202103
ACCOUNT No.	XXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

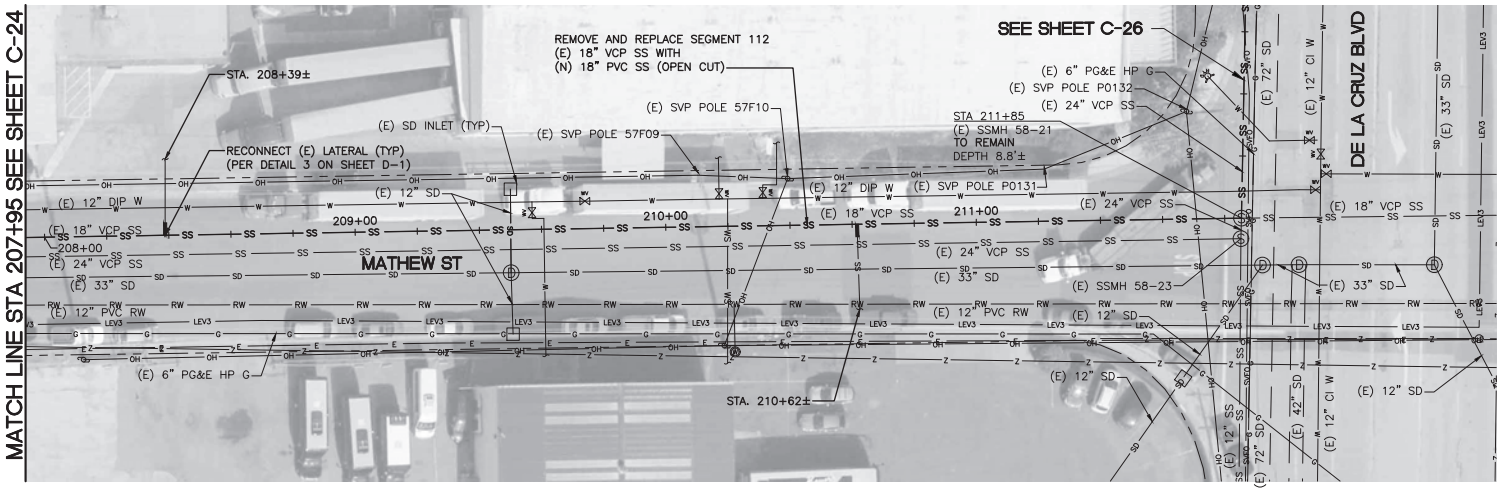
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 109, 100, 112 - MATHEW ST (2)

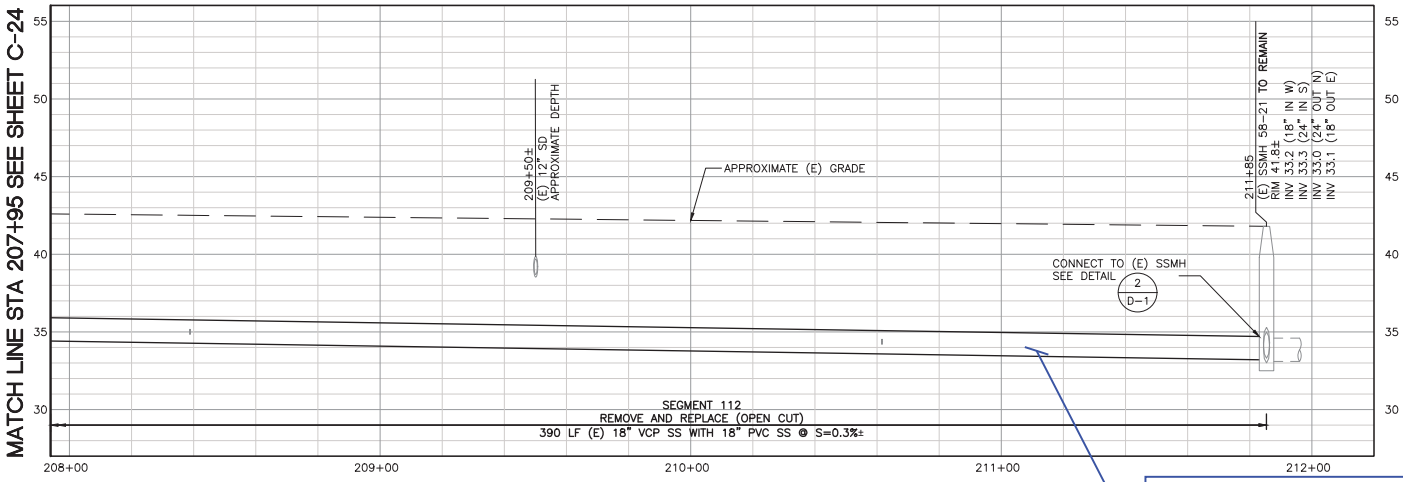
HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 10 OF 45

SHEET No. C-24 (ALT. 1)



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
4. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
5. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-39 TO MH 57-58, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

NOTE TO CITY SANTA CLARA REVIEWER:

Length of Segment 112 from MH to MH is **469 LF.**

Does the City want an intermediate manhole installed?

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE	202103
ACCOUNT No.	XXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 101, 109, 100 - MATHEW ST (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 11 OF 45

SHEET No. C-25 (ALT. 1)

Plotted: Aug 06 , 2021 , 1:47pm by PM78580 Last Saved: Aug 06 , 2021 , 12:45pm by PM78580
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User: | C-TTBL | C-PROP-HWS | XREF | C-UTIL-E-34 | C-PROP-ARCH-34 | C-PROP-E
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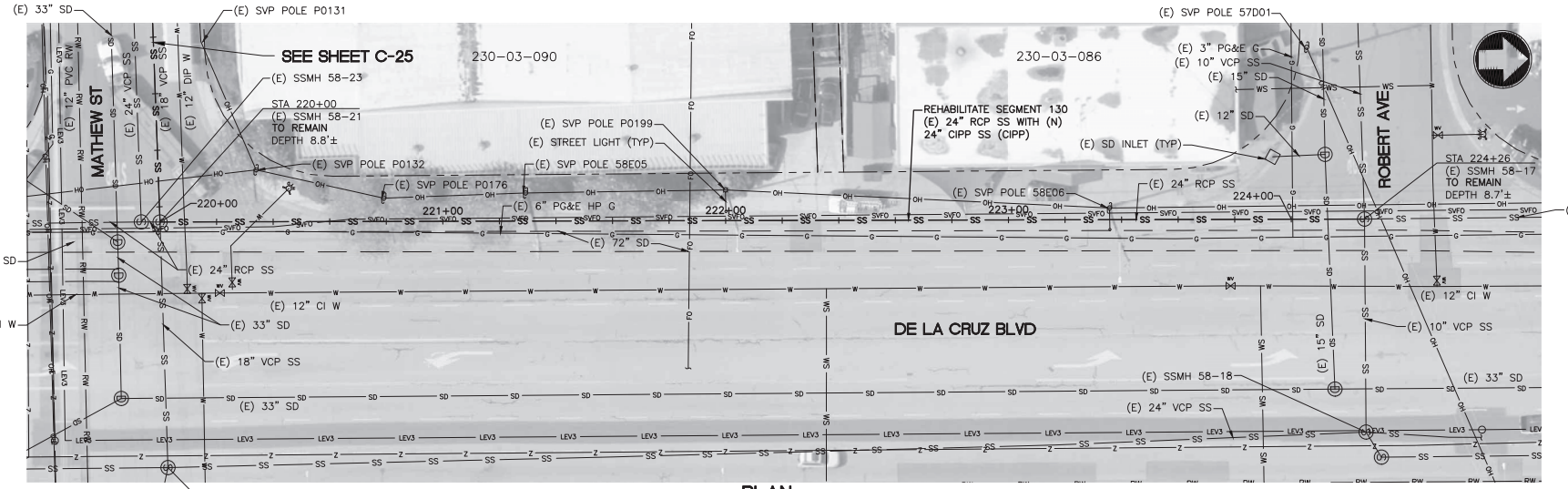
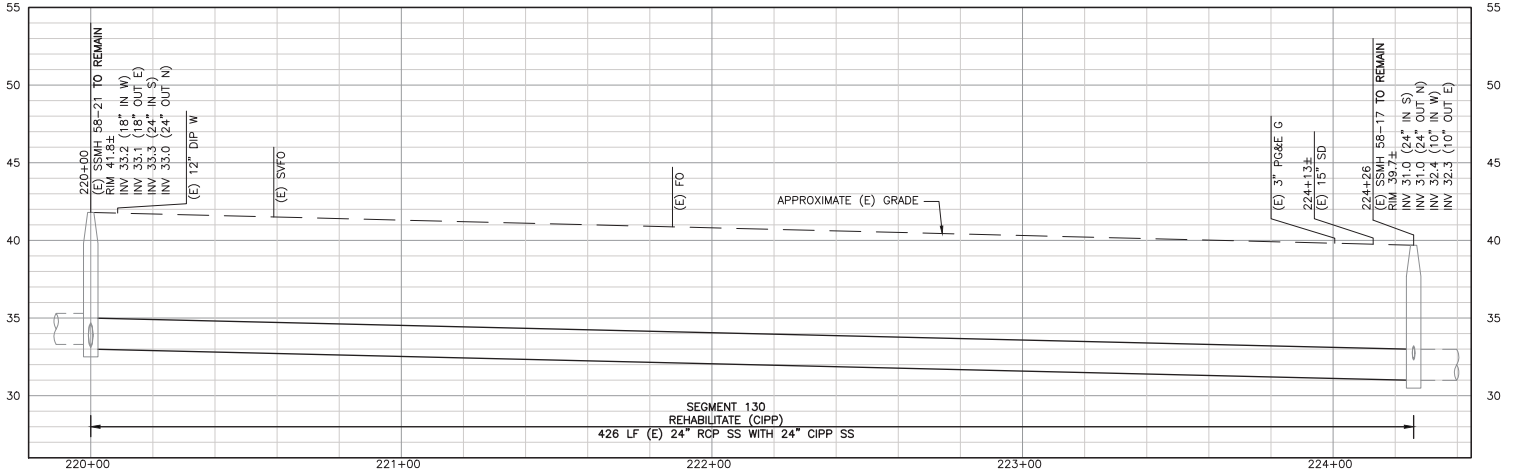


PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB LINE OF DE LA CRUZ BOULEVARD AND IN A BYPASS TRENCH WHEN CROSSING ROBERT AVENUE FROM MH 58-21 TO MH 58-14, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-27 FOR LOCATION OF MH 58-14.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

DE LA CRUZ BLVD (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 12 OF 45

SHEET No. C-26

Plotted: Aug 06 , 2021 , 1:48pm by PM78580 Last Saved: Aug 06 , 2021 , 12:46pm by PM78580
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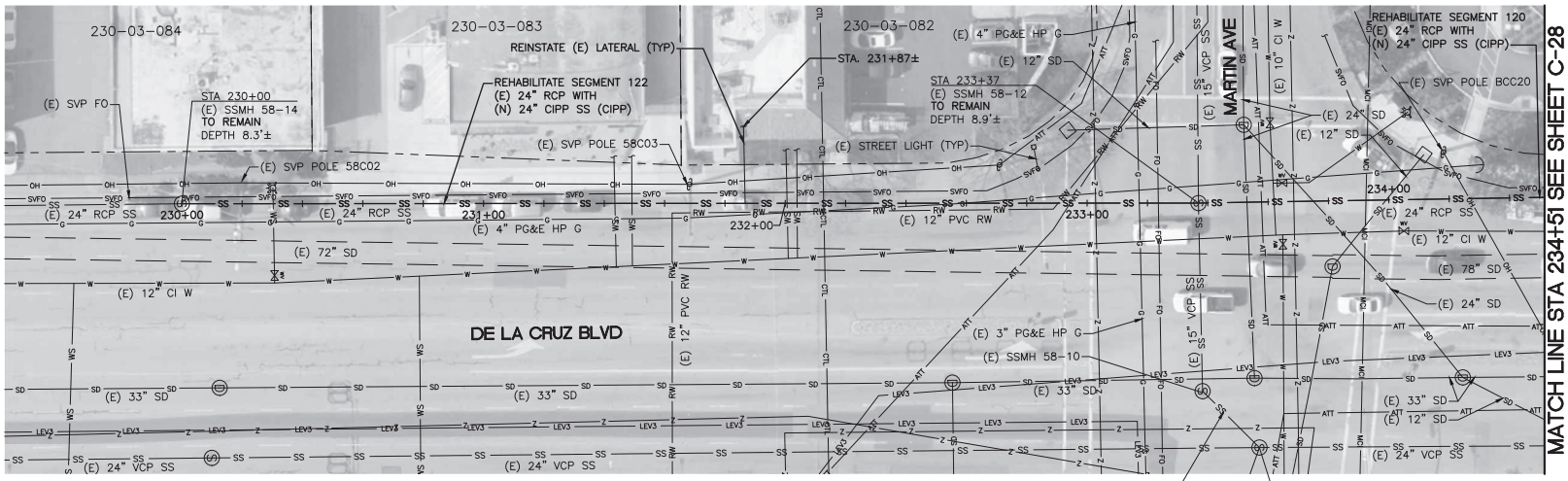
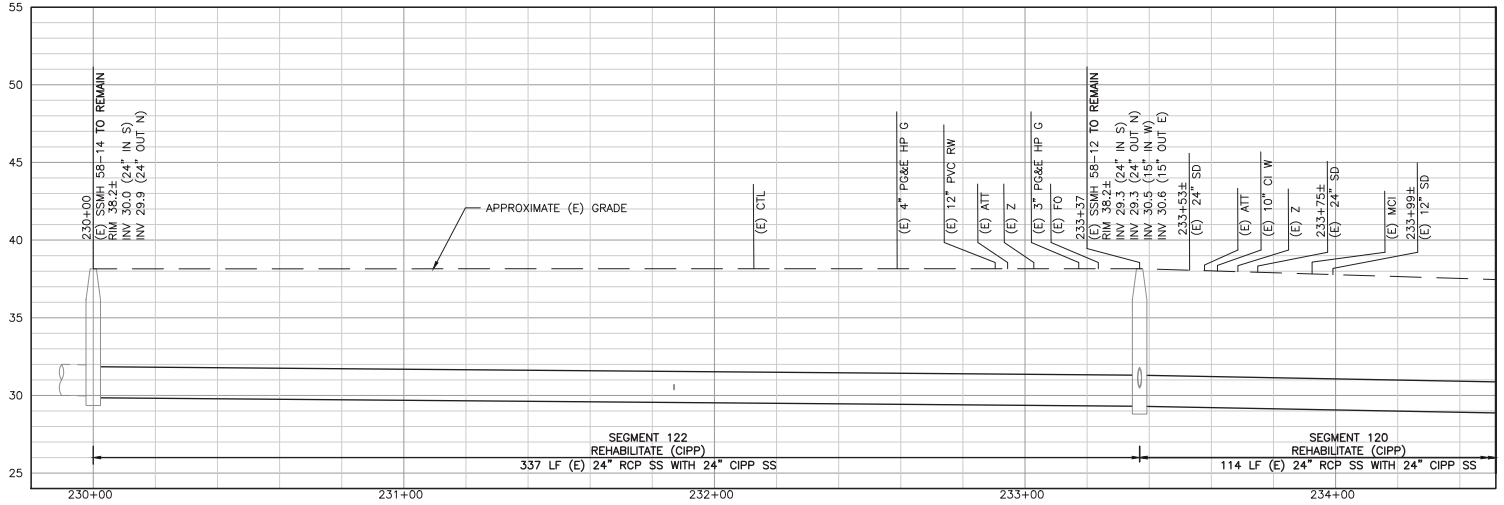


PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 122, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD AND MAY BE LOCATED IN A BYPASS TRENCH WHEN CROSSING ROBERT AVENUE AND MARTIN AVENUE, FROM MH 58-17 TO MH 58-12, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-26 FOR LOCATION OF MH 58-17.
4. FOR SEGMENT 120, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD AND MAY BE LOCATED IN A BYPASS TRENCH WHEN CROSSING MARTIN AVENUE, FROM MH 58-14 TO MH 58-9, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-28 FOR LOCATION OF MH 58-9.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 122 - DE LA CRUZ BLVD (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 13 OF 45

SHEET No. C-27

Plotted: Aug 06 , 2021 , 1:49pm by PM78580 Last Saved: Aug 06 , 2021 , 12:47pm by PM78580
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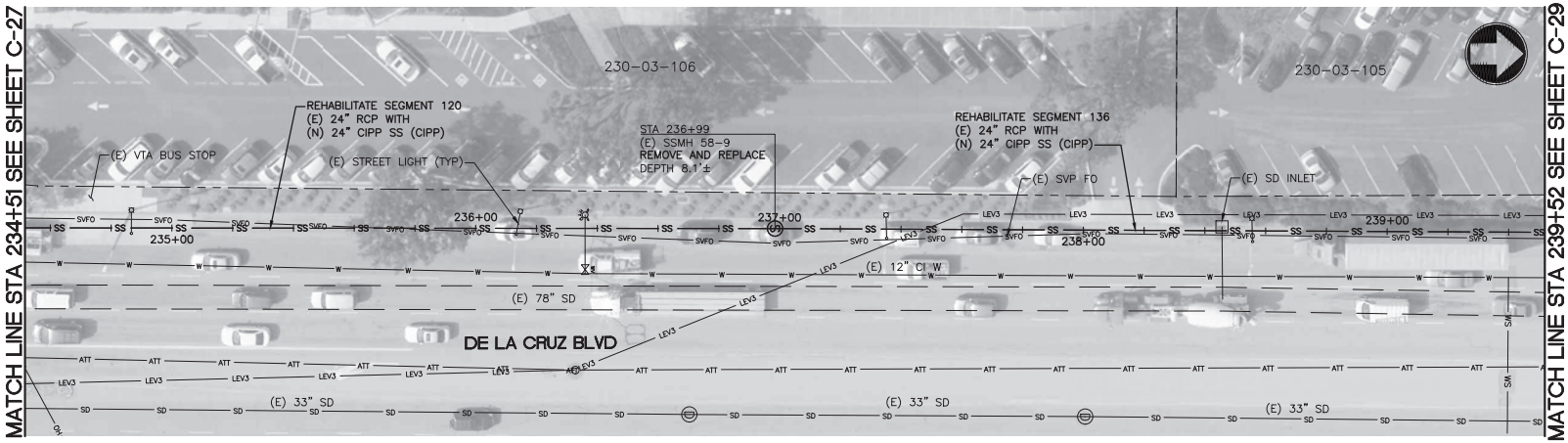
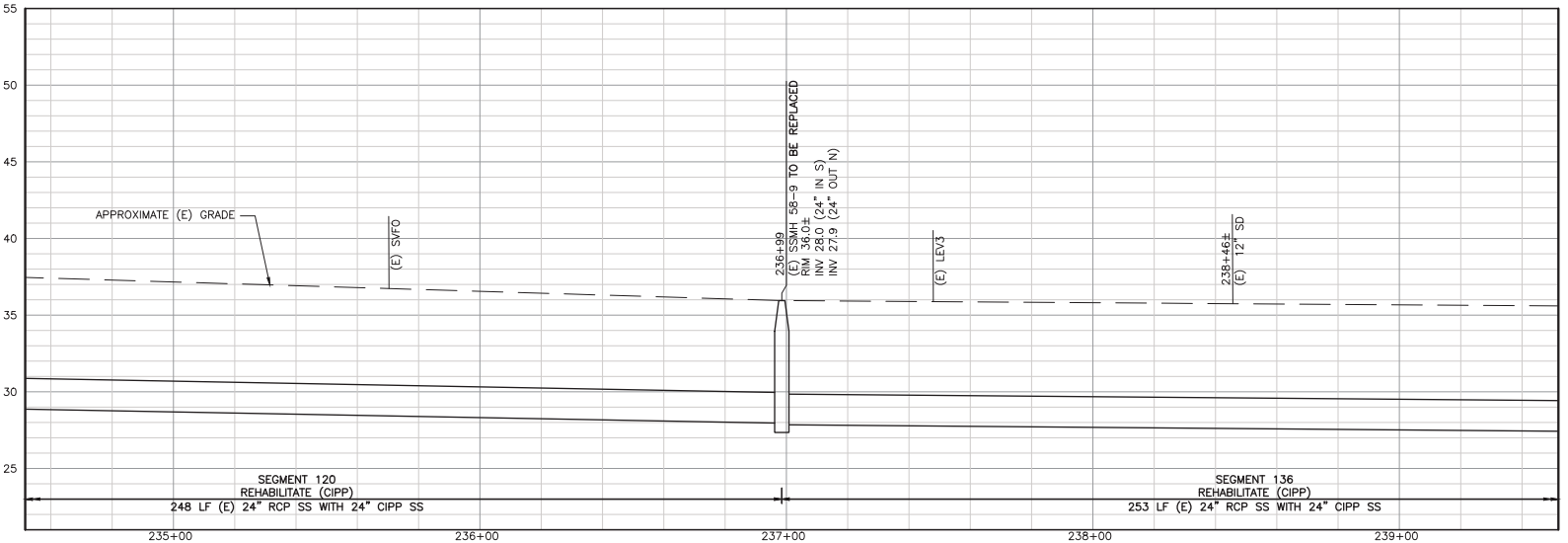
Proj: \\mm-hou-fs01\Projects\Projects_Active\60504100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-27.dwg
Xref: | C-TTBL | C-PROP-HWS | HERT2 | C-UTIL-E-34 | C-PROP-HERT-34 | C-PROP-E
SYS: NORETAIN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 120, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD AND MAY BE LOCATED IN A BYPASS TRENCH WHEN CROSSING MARTIN AVENUE, FROM MH 58-14 TO MH 58-9, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-27 FOR LOCATION OF MH 58-14.
4. FOR SEGMENT 136, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD, FROM MH 58-9 TO MH 58-4, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-29 FOR LOCATION OF MH 58-4.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 120, 136 - DE LA CRUZ BLVD (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 14 OF 45

SHEET No. C-28

Plotted: Aug 06 , 2021 , 1:30pm by PMATHER Last Saved: Aug 06 , 2021 , 12:52pm by GDRIFTLER
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Xref: | C-TTBL | C-PROP-HWS | HERTZ | C-UTIL-E-34 | C-PROP-HERT-34 | C-PROP-E
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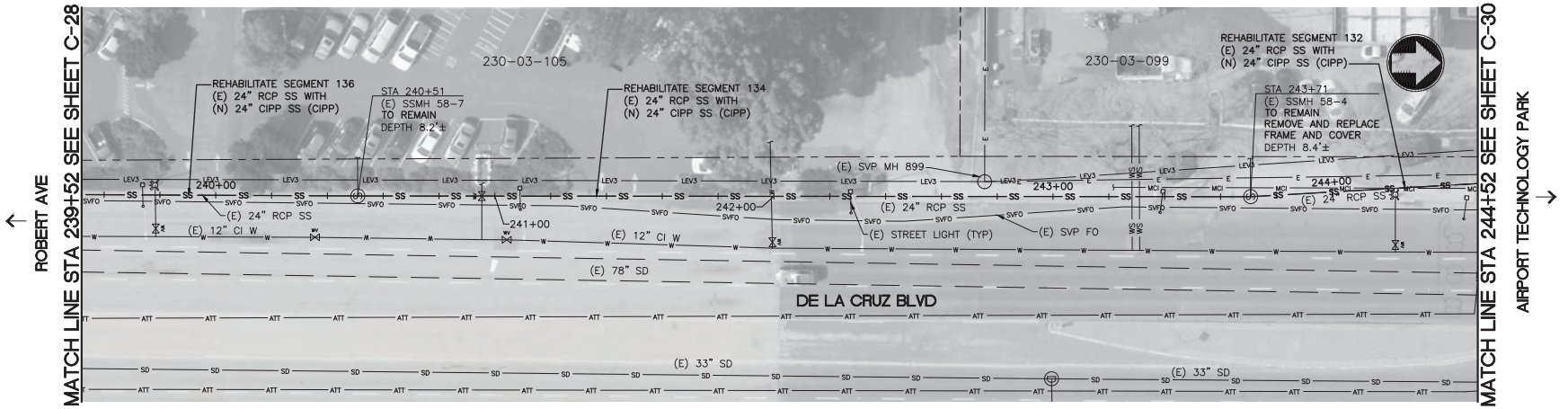
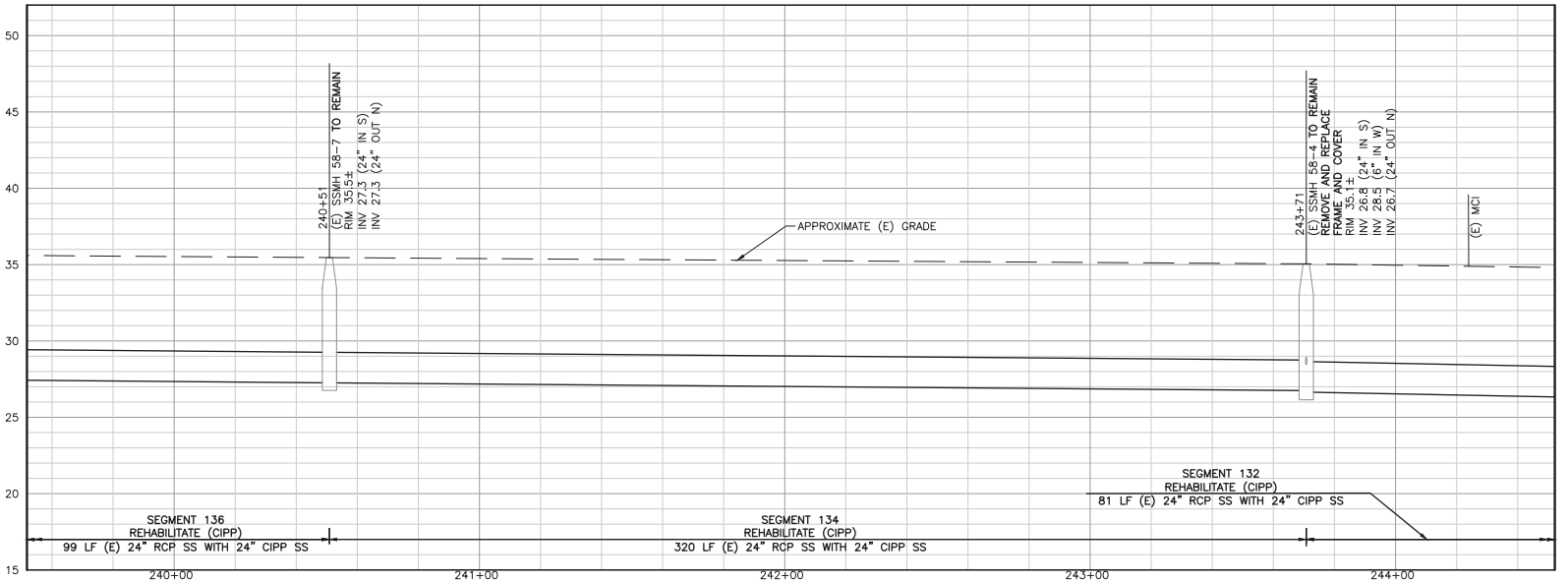


PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 136, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD, FROM MH 58-9 TO MH 58-4, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-28 FOR LOCATION OF MH 58-9.
4. FOR SEGMENTS 134 AND 132, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD, FROM MH 58-7 TO MH 58-3, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-30 FOR LOCATION OF MH 58-3.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 134, 132 - DE LA CRUZ BLVD (4)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 15 OF 45

SHEET No. C-29

Plotted: Aug 06 , 2021 , 1:51pm by PM78580 Last Saved: Aug 06 , 2021 , 1:53pm by G0897125
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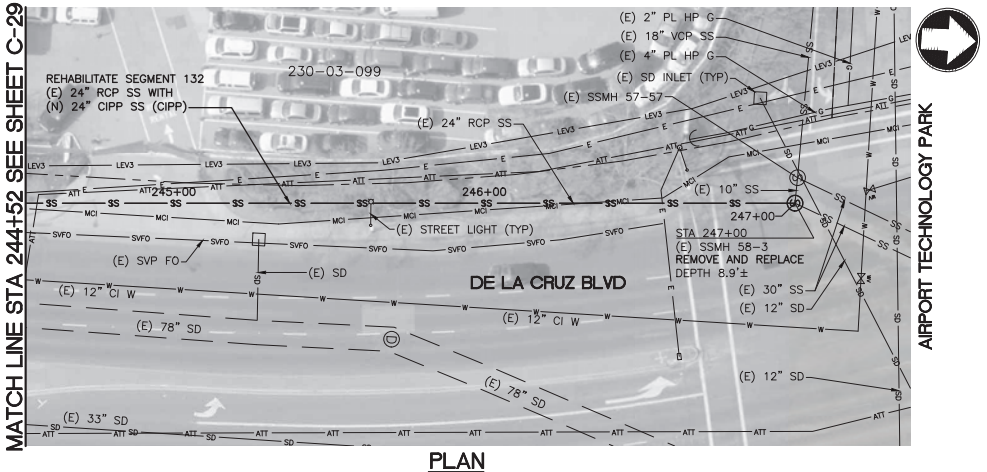
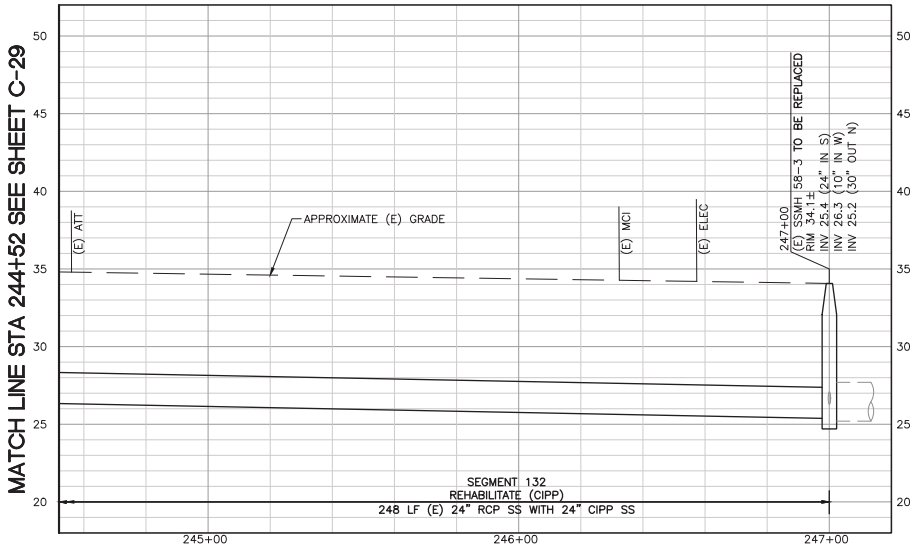
pw:\\mottmac.pw.bentley.com:pw-us-live\Documents\404100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-29.dwg
Xref: | C-TTBL | C-PROP-PIPES | HERT2 | C-UTIL-E-34 | C-PROP-HERT-34 | C-PROP-E
SYS9: HSRETAIN=1, PLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE WESTERN CURB OF DE LA CRUZ BOULEVARD, FROM MH 58-7 TO MH 58-3, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. REFER TO SHEET C-29 FOR LOCATION OF MH 58-7.

Plotted: Aug 06 , 2021 , 1:51pm by PM78580 Last Saved: Aug 06 , 2021 , 1:54pm by G0897125
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pw:\\mottmac.mott-mcd.com:Documents-Landing-Zone-Local-Live\d504100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-30.dwg
Xref: | C-TTBL | XREF2 | C-UTIL-E-3A | C-PROP-AREA-3A | C-PROP-E
SYS9: XSRETAIN=1, PLTSCALE=1, LTSCALE=1

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

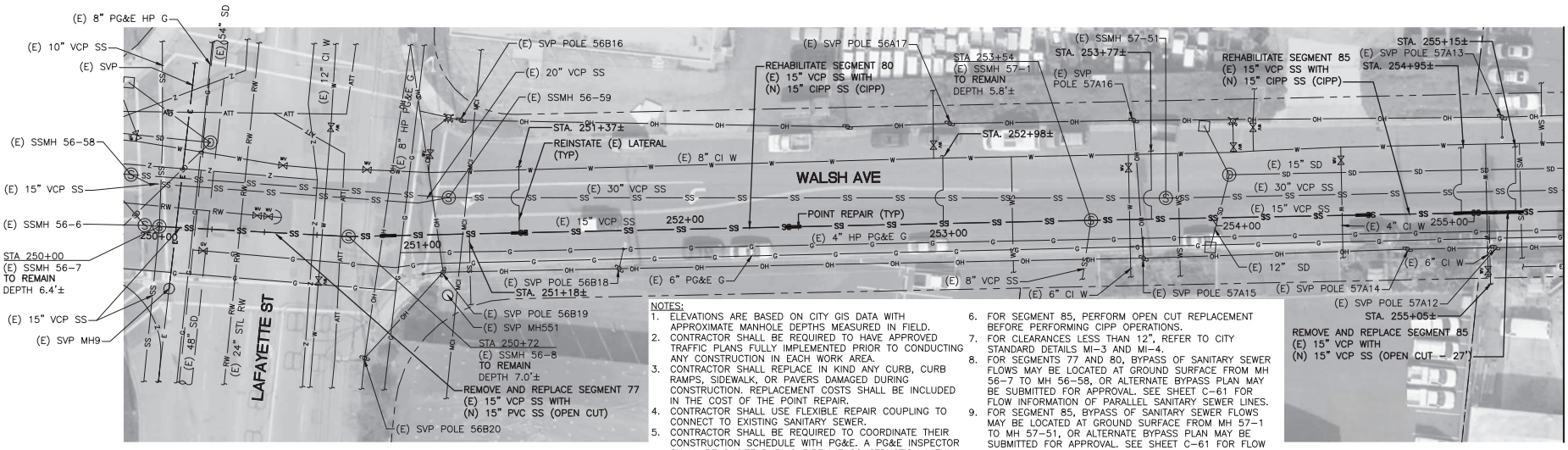
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 132 - DE LA CRUZ BLVD (5)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 16 OF 45

SHEET No. C-30

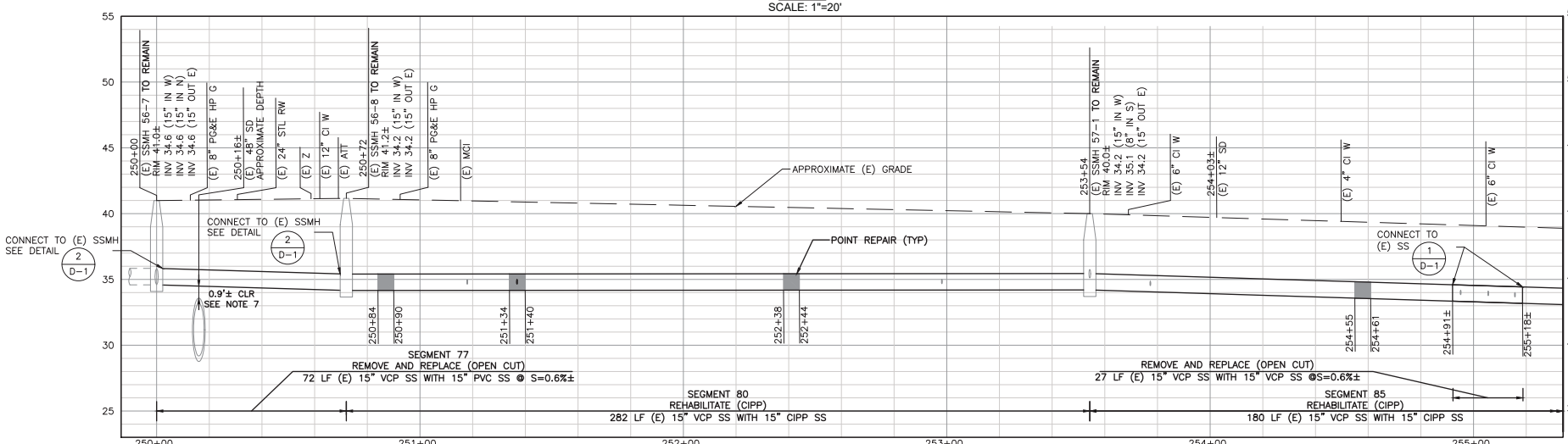


NOTES:

1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
4. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER.
5. CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR CONSTRUCTION SCHEDULE WITH PG&E. A PG&E INSPECTOR SHALL BE ONSITE DURING PIPELINE CONSTRUCTION WITHIN TEN (10) FEET OF GAS TRANSMISSION LINES.
6. FOR SEGMENT 85, PERFORM OPEN CUT REPLACEMENT BEFORE PERFORMING CIPP OPERATIONS.
7. FOR CLEARANCES LESS THAN 12", REFER TO CITY STANDARD DETAILS MI-3 AND MI-4.
8. FOR SEGMENTS 77 AND 80, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 56-7 TO MH 56-58, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
9. FOR SEGMENT 85, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-1 TO MH 57-51, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

PLAN

SCALE: 1"=20'



PROFILE

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 77, 80, 85 - WALSH AVE (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 17 OF 45

SHEET No. C-33 (ALT. 2)

Plotted: Aug 06 , 2021 , 1:52pm by PM78580 Last Saved: Aug 06 , 2021 , 12:49pm by PM78580
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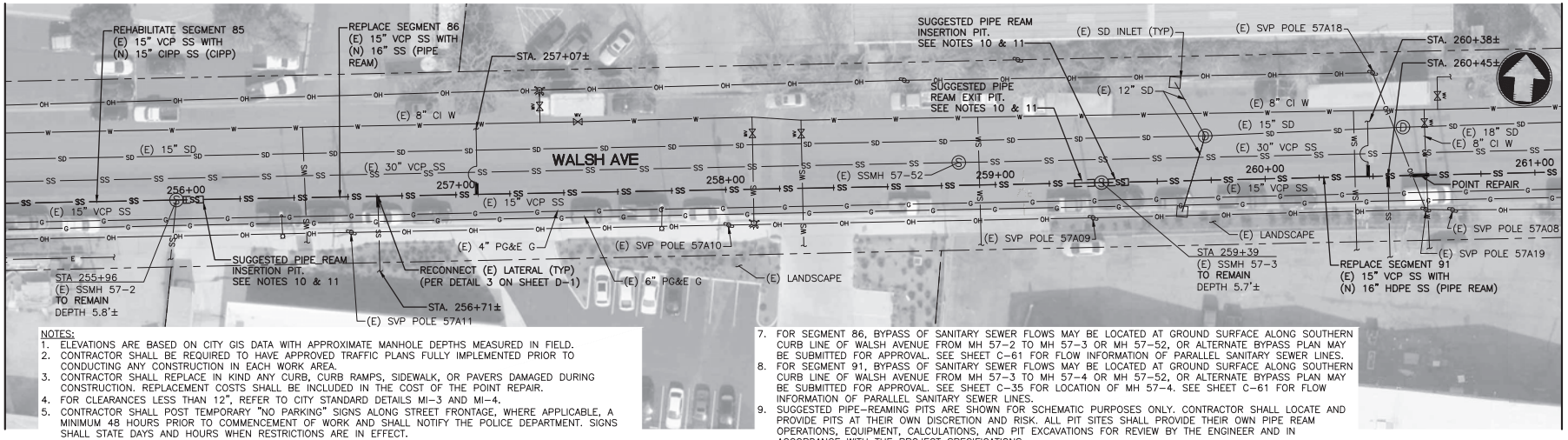
Xref: | C-TTBL | XREF2 | C-UTIL-E-34 | C-PROP-AREA-34 | C-PROP-E
SYS: XDSETMM=1, PSLTSCALE=1, LTSCALE=1



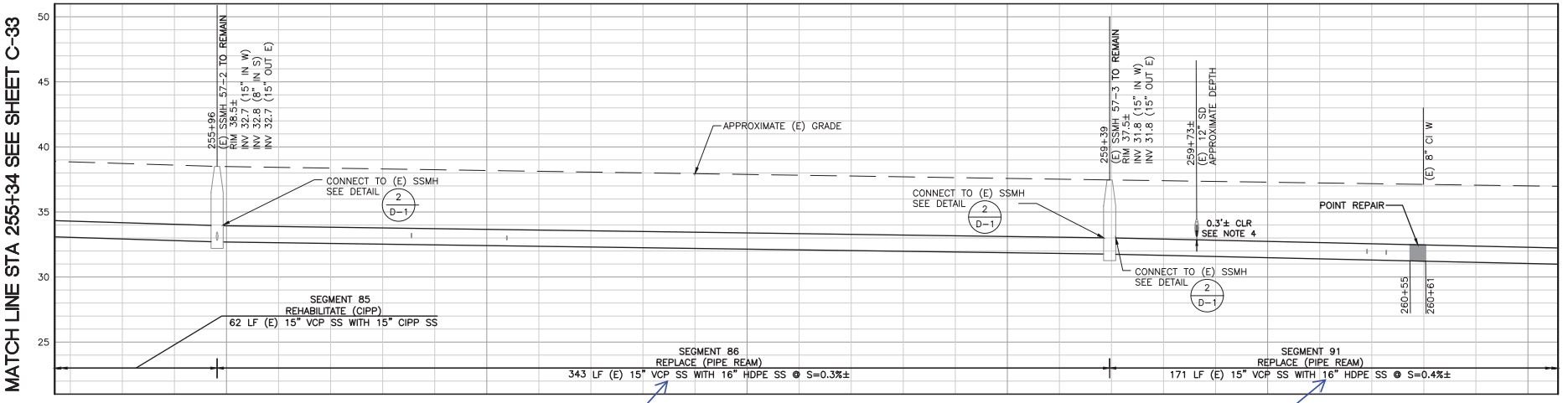
NOTES:

1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
4. FOR CLEARANCES LESS THAN 12", REFER TO CITY STANDARD DETAILS MI-3 AND MI-4.
5. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.

FOR SEGMENT 85, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-1 TO MH 57-51, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES AND SHEET C-33 FOR LOCATION OF MH 57-1 AND 57-51.

7. FOR SEGMENT 86, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG SOUTHERN CURB LINE OF WALSH AVENUE FROM MH 57-2 TO MH 57-3 OR MH 57-52, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
8. FOR SEGMENT 91, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG SOUTHERN CURB LINE OF WALSH AVENUE FROM MH 57-3 TO MH 57-4 OR MH 57-52, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-35 FOR LOCATION OF MH 57-4. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
9. SUGGESTED PIPE-REAMING PITS ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL LOCATE AND PROVIDE PITS AT THEIR OWN DISCRETION AND RISK. ALL PIT SITES SHALL PROVIDE THEIR OWN PIPE REAM OPERATIONS, EQUIPMENT, CALCULATIONS, AND PIT EXCAVATIONS FOR REVIEW BY THE ENGINEER AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. CONTRACTOR MAY USE MANHOLE FOR REAMING HEAD REMOVAL. EXIT PIT OR MANHOLE MODIFICATIONS AND EQUIPMENT USED SHALL BE INCLUDED IN CONTRACT SUBMITTALS.

PLAN
SCALE: 1"=20'



NOTE TO CITY OF SANTA CLARA REVIEWER:

The pipe capacity of a 16" HDPE SS (I.D. = 14" for DR 17) @ S=0.3% is 1.93 MGD. This greatly exceeds the anticipated max wet weather flow of 0.37 MGD.

PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTE TO CITY OF SANTA CLARA REVIEWER:

The pipe capacity of a 16" HDPE SS (I.D. = 14" for DR 17) @ S=0.4% is 2.53 MGD. This greatly exceeds the anticipated max wet weather flow of 0.38 MGD.

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

ACCOUNT No. XXXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 85, 86 - WALSH AVE (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 18 OF 45

SHEET No. C-34 (ALT. 2)

Plotted: Aug 06 , 2021 , 1:53pm by PM78580 Last Saved: Aug 06 , 2021 , 1:50pm by PM78580
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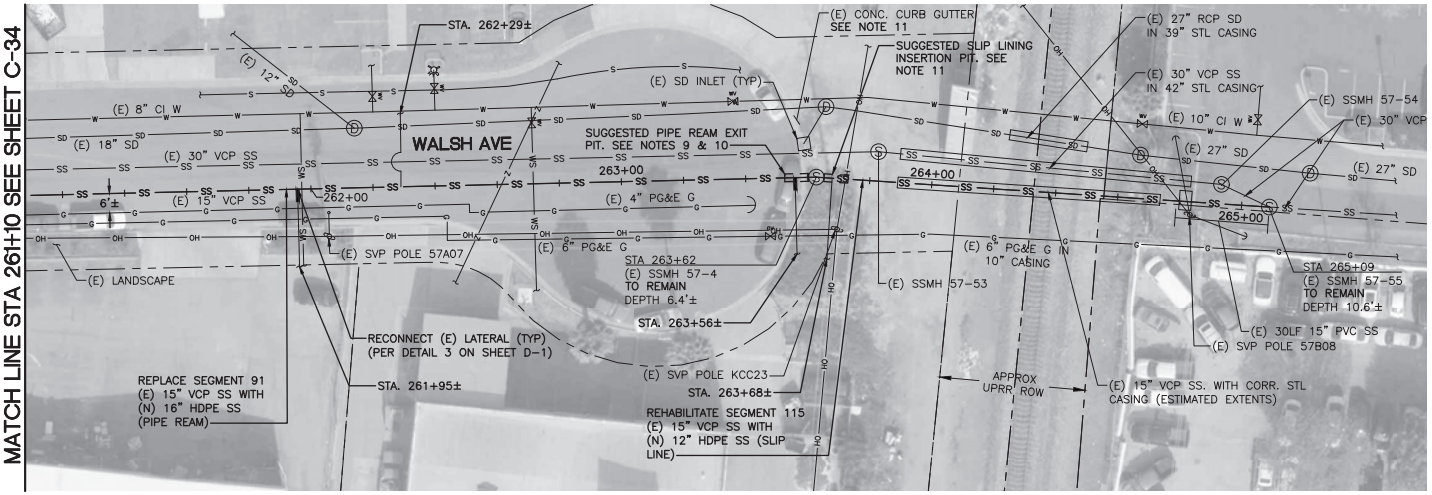
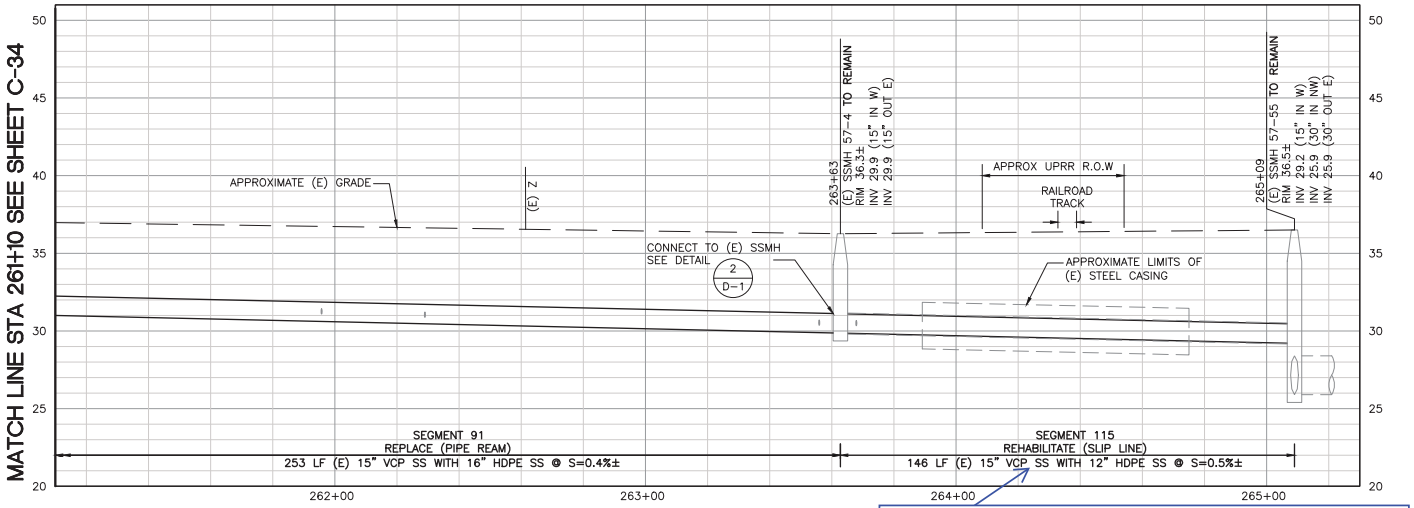
PW:\\mottmac.bentley.com:prj-ec1-1-1-



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. CONTRACTOR SHALL REPLACE IN KIND ANY CURB, CURB RAMPS, SIDEWALK, OR PAVERS DAMAGED DURING CONSTRUCTION. REPLACEMENT COSTS SHALL BE INCLUDED IN THE COST OF THE POINT REPAIR.
4. CONTRACTOR SHALL USE FLEXIBLE REPAIR COUPLING TO CONNECT TO EXISTING SANITARY SEWER TO REMAIN.
5. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
7. FOR SEGMENT 91, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG SOUTHERN CURB LINE OF WALSH AVENUE FROM MH 57-3 TO MH 57-4 OR MH 57-52, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-34 FOR LOCATION OF MH 57-3. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
8. FOR SEGMENT 115, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE FROM MH 57-4 TO MH 57-53, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. MATERIALS, EQUIPMENT, OR WORKERS SHALL NOT BE ALLOWED IN THE UPRR ROW LOCATED EAST OF MH 57-53. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
9. SUGGESTED PIPE-REAMING PITS ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL LOCATE AND PROVIDE PITS AT THEIR OWN DISCRETION AND RISK. ALL PIT SITES SHALL PROVIDE THEIR OWN PIPE REAM OPERATIONS, EQUIPMENT, CALCULATIONS, AND PIT EXCAVATIONS FOR REVIEW BY THE ENGINEER AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. CONTRACTOR MAY USE MANHOLE FOR REAMING HEAD REMOVAL. EXIT PIT OR MANHOLE MODIFICATIONS AND EQUIPMENT USED SHALL BE INCLUDED IN CONTRACT SUBMITTALS.
11. SUGGESTED SLIP LINING PIT IS SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL LOCATE AND PROVIDE PIT AT THEIR OWN DISCRETION AND RISK. ALL PIT SITES SHALL PROVIDE THEIR OWN SLIP LINE OPERATIONS, EQUIPMENT, CALCULATIONS, AND PIT EXCAVATIONS FOR REVIEW BY THE ENGINEER AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
12. CONTRACTOR TO REPLACE CURB GUTTER IN KIND BETWEEN (E) NEAREST CONSTRUCTION JOINTS IF DISTURBED. COST TO REPLACE DISTURBED CURB GUTTER SHALL BE INCLUDED IN COSTS TO COMPLETE OPEN CUT INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE. REFER TO CITY STANDARD DETAIL ST-11.

NOTE TO SANTA CLARA REVIEWER:

The pipe capacity of a 12" HDPE SS (I.D. = 11.60" for DR 17) @ S=0.48% is 1.73 MGD. This greatly exceeds the anticipated max wet weather flow of 0.38 MGD.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 91, 115 - WALSH AVE (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	PR/KG		TRACING No. 12350-D
DRAWN BY	DS		
CHECKED BY	TS		
AS BUILT BY			SHEET 19 OF 45

SHEET No. C-35 (ALT. 2)

Plotted: Aug 06 , 2021 , 1:34pm by PM78580 Last Saved: Aug 06 , 2021 , 1:25pm by PM78580
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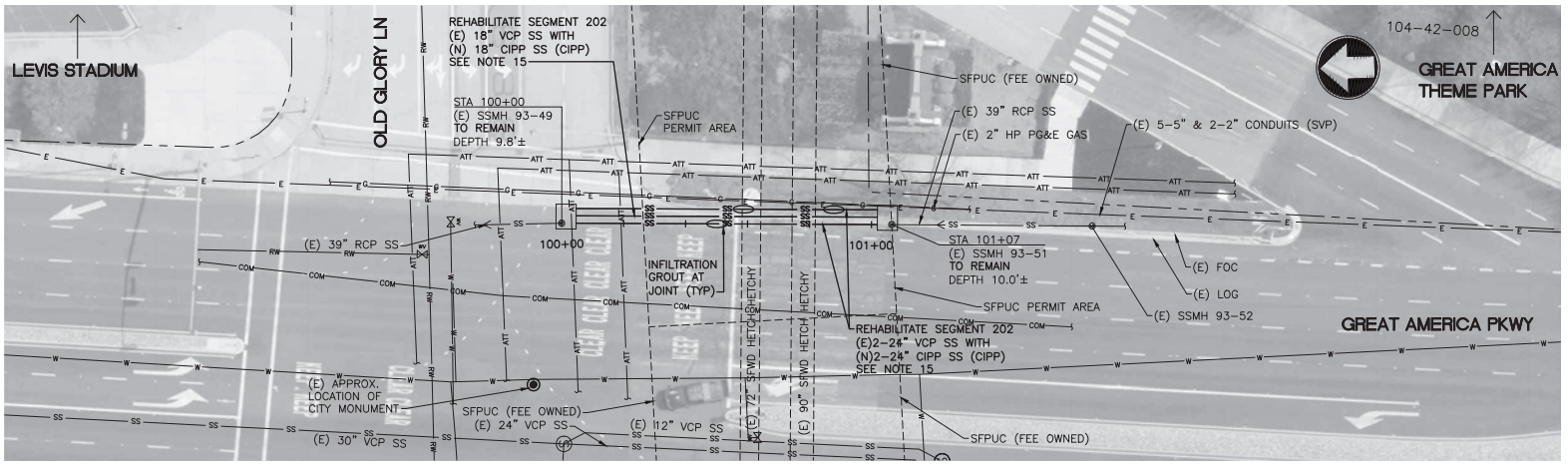
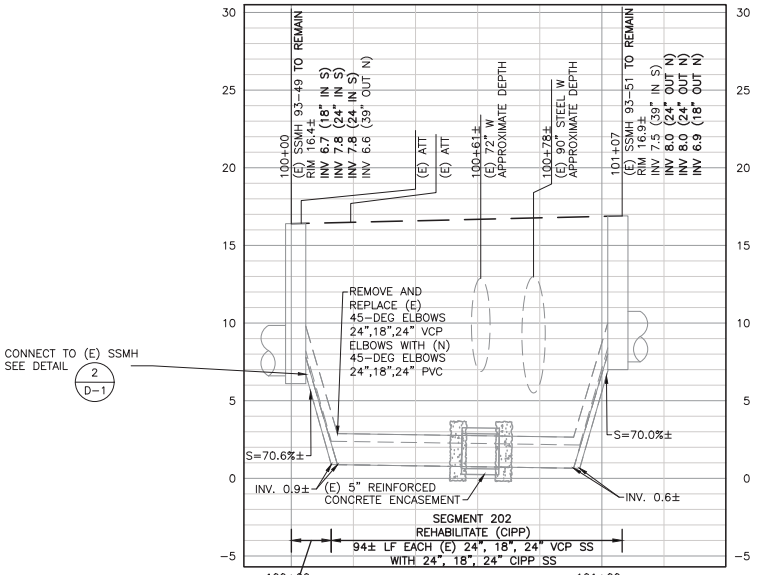
User: | C-TITBL | C-NOTE_E-34 | XREFS | C-PROP-E | C-PROP-AREA_34
SYS6: HORIZMAN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

SEGMENT 202
REMOVE AND REPLACE (OPEN CUT)
13± LF EACH (E) 24", 18", 24" VCP SS
WITH 24", 18", 24" PVC SS

NOTES:
1. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC CONTROL PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
2. ELEVATIONS ARE BASED ON CITY PROVIDED AS-BUILT DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
3. CONTRACTOR MAY REFER TO CITY TRACING NO. 1408 DATED JUNE, 1960 FOR RECORD INFORMATION.
4. PAVEMENT REPLACEMENT SHALL BE AS SHOWN IN CITY STANDARD DETAIL ST-24 AND THICKNESS SHALL MATCH EXISTING OR MINIMUM THICKNESS STATED IN CITY STANDARD DETAIL ST-26, WHICHEVER IS GREATER.
5. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG STREET FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
6. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE TO ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
7. CONSTRUCTION ACTIVITIES SHALL NOT OVERLAP WITH ANY MAJOR EVENT AT SANTA CLARA CONVENTION CENTER, LEVI'S STADIUM AND CALIFORNIA GREAT AMERICA THEME PARK.
8. BYPASS OF SANITARY FLOWS MAY BE LOCATED AT GROUND SURFACE ALONG THE EASTERN CURB OF GREAT AMERICA PARKWAY FROM MH 93-52 TO MH 93-49, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL
9. NIGHT WORK IS PERMITTED AND PREFERRED FOR SEGMENT 202.
10. INFILTRATION GROUTING SHALL BE PERFORMED BEFORE PERFORMING CIPP.
11. THE CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, WATER SUPPLY AND TREATMENT DIVISION ("SFPUC") OWNS AND OPERATES TWO WATER AQUEDUCTS THAT CROSS THE PROJECT ALIGNMENT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) 48 HOURS BEFORE ANY CONSTRUCTION IN THE VICINITY OF THE SFPUC AQUEDUCTS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE SFPUC CONSTRUCTION INSPECTOR, MR. ALBERT HAO, AT (650) 871-3015, AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE START OF ON-SITE CONSTRUCTION IN THE VICINITY OF THE SFWD ROW. IN THE EVENT OF EMERGENCY INVOLVING SFPUC FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY SFPUC BY CALLING SFPUC MILLBRAE DISPATCH AT 650-872-5900.
12. NO MECHANICAL EXCAVATION IS ALLOWED WITHIN 24 INCHES OF SFPUC PIPELINES, DIGGING WITHIN 24 INCHES OF PIPELINE MUST BE DONE WITH HAND TOOLS. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED WITHOUT PRIOR WRITTEN APPROVAL OF THE SFPUC.
13. CONTRACTOR SHALL OBTAIN CONSENT FROM THE SFPUC TO POTHOLE SFPUC PIPELINE TO DETERMINE THE PIPE DEPTH PRIOR TO ANY EXCAVATION. THE POTHOLING SHALL BE CARRIED OUT BY SOIL VACUUM EXTRACTION METHOD.
14. MAXIMUM EXTERNAL LOADING OVER SFPUC PIPELINE IS AASHTO H-10 LOADING WITH A MINIMUM OF 3 FEET SOIL COVER (OR H-20 LOADING WITH A MINIMUM OF 4 FEET SOIL COVER). IF LOADING CONDITIONS EXCEED ABOVE, ENGINEERING CALCULATIONS AS SHOWN IN AWWA, M9 MUST BE SUBMITTED TO THE SFPUC TO SHOW THAT PROPOSED CONDITIONS WOULD IMPOSE A LOAD OF LESS THAT 500 PSF ONTO THE PIPELINE.
15. CONTRACTOR TO FIELD VERIFY CORRECT LOCATION FOR EACH SIPHON DIAMETER AS SHOWN. AS-BUILT AND CCTV INFORMATION DIFFERED ON THE LOCATION OF THE 18-INCH SIPHON.
16. THE CONTRACTOR SHALL NOTIFY THE TRAFFIC ENGINEER 48 HOURS PRIOR TO COMMENCING WORK AT THIS INTERSECTION.
17. WORK SHALL BE CONDUCTED IN THE FOLLOWING SEQUENCE: (1) REMOVE EXISTING VCP SEWERS AND ELBOWS AS SHOWN; (2) CONDUCT INFILTRATION GROUTING OF JOINTS; (3) PERFORM CIPP LINING OPERATIONS; (4) INSTALL NEW PVC SEWERS AND ELBOWS.
18. INFILTRATION GROUT REPAIR SHALL BE PERFORMED AT ALL EXISTING JOINTS FOR (E) 24",18",AND 24" VCP SEWERS.

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

GREAT AMERICA PKWY AT OLD GLORY LANE

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	JM		TRACING No. 12350-D
DRAWN BY	TPF		
CHECKED BY	TS		
AS BUILT BY			SHEET 20 OF 45

SHEET No. C-37

SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1
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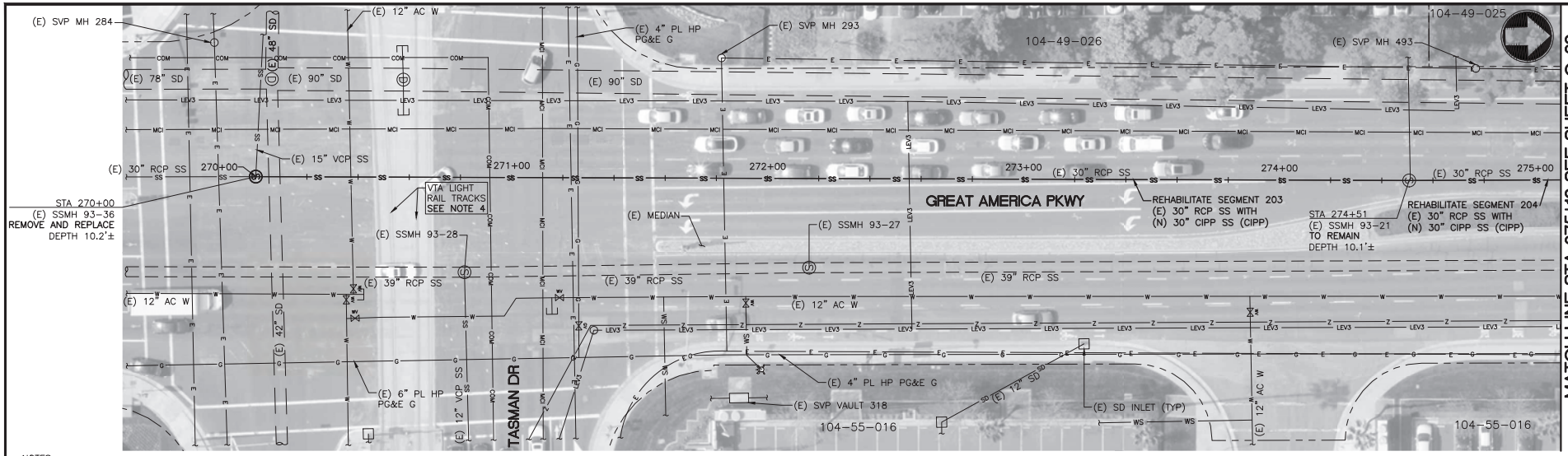
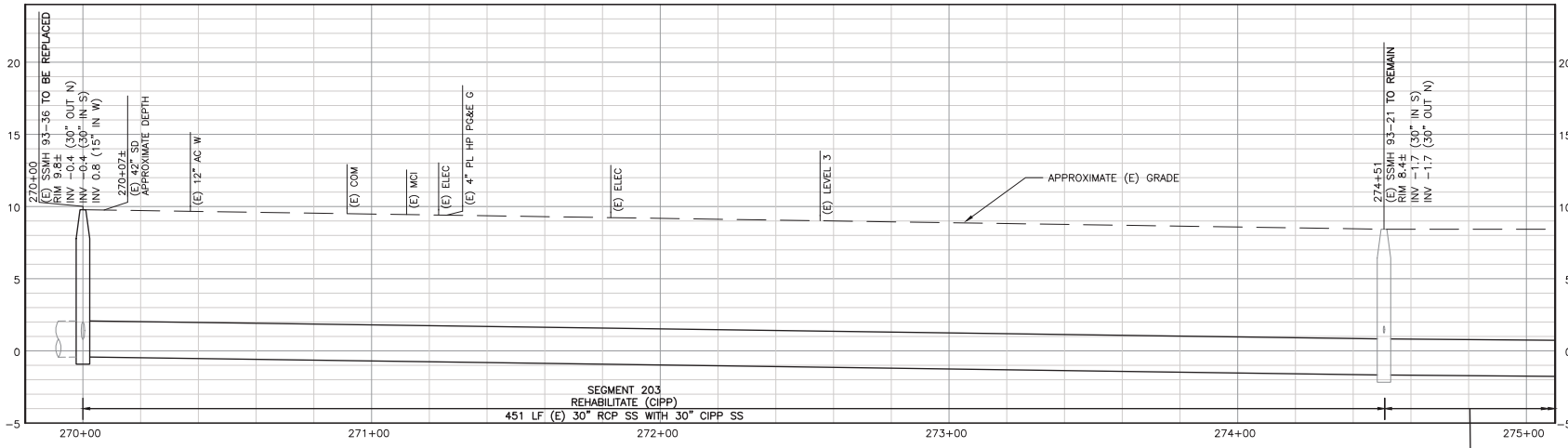
Xref: C:\pwworking\mm\matter_mastewedat\jpm78580\d825152\C-TITLE.dwg | C-GRID.dwg | C-PROP-EL.dwg | C-PROP-E.dwg



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 203 AND 204, SEE SHEET C-60 FOR SUGGESTED BYPASS PLAN AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
4. MATERIALS, EQUIPMENT, OR WORKERS SHALL NOT BE ALLOWED WITHIN 10 FEET OF VTA LIGHT RAIL TRACKS.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 203,204 - GREAT AMERICA PKWY (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 21 OF 45

SHEET No. C-38

Plotted: Aug 06 , 2021 , 4:14pm by PM76580 Last Saved: Aug 06 , 2021 , 12:55pm by PM76580
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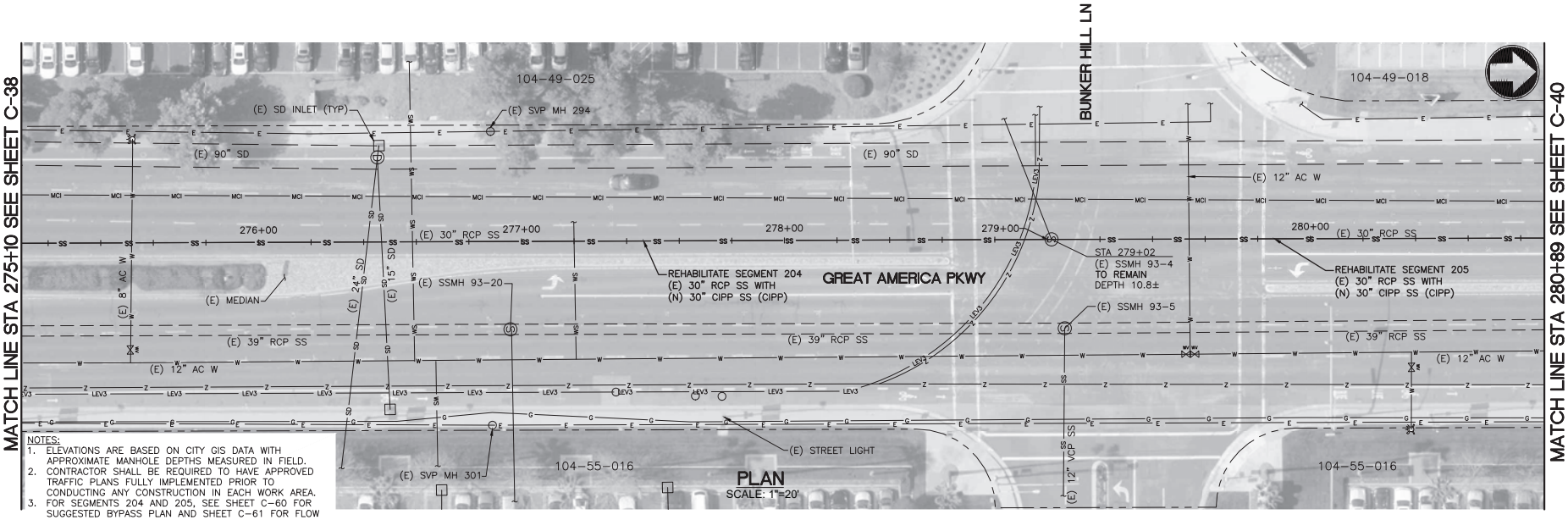
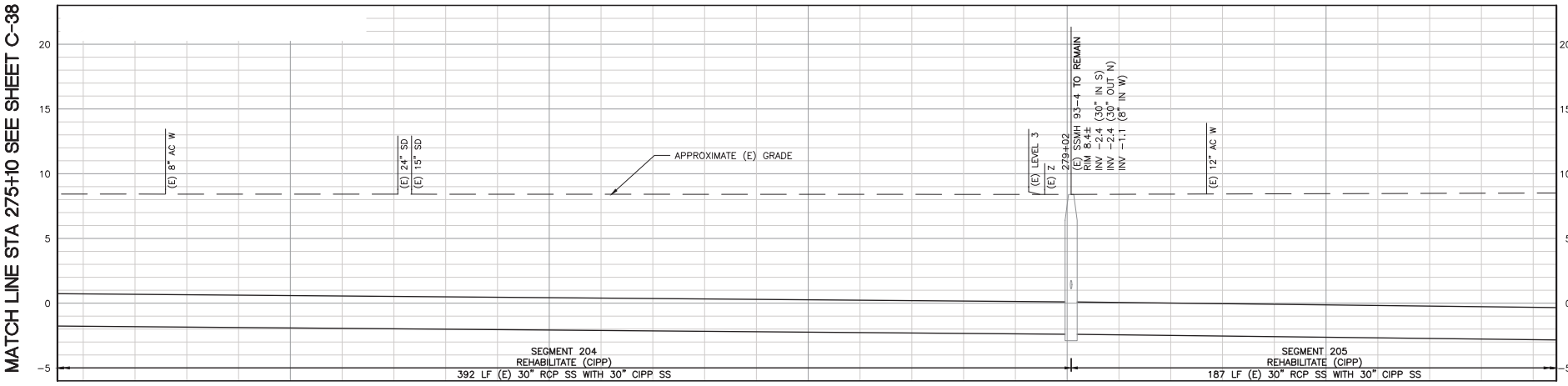
Xref: | C-TITBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA_SA | C-PROP-E | C-PROP-AREA_SA |
SYSV: NORETAIN=1, PSLTSCALE=1, LTSCALE=1



NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 204 AND 205, SEE SHEET C-60 FOR SUGGESTED BYPASS PLAN AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 204,205 - GREAT AMERICA PKWY (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 22 OF 45

SHEET No. C-39

Plotted: Aug 06 , 2021 , 1:36pm by PM76580 Last Saved: Aug 06 , 2021 , 1:26pm by PM76580
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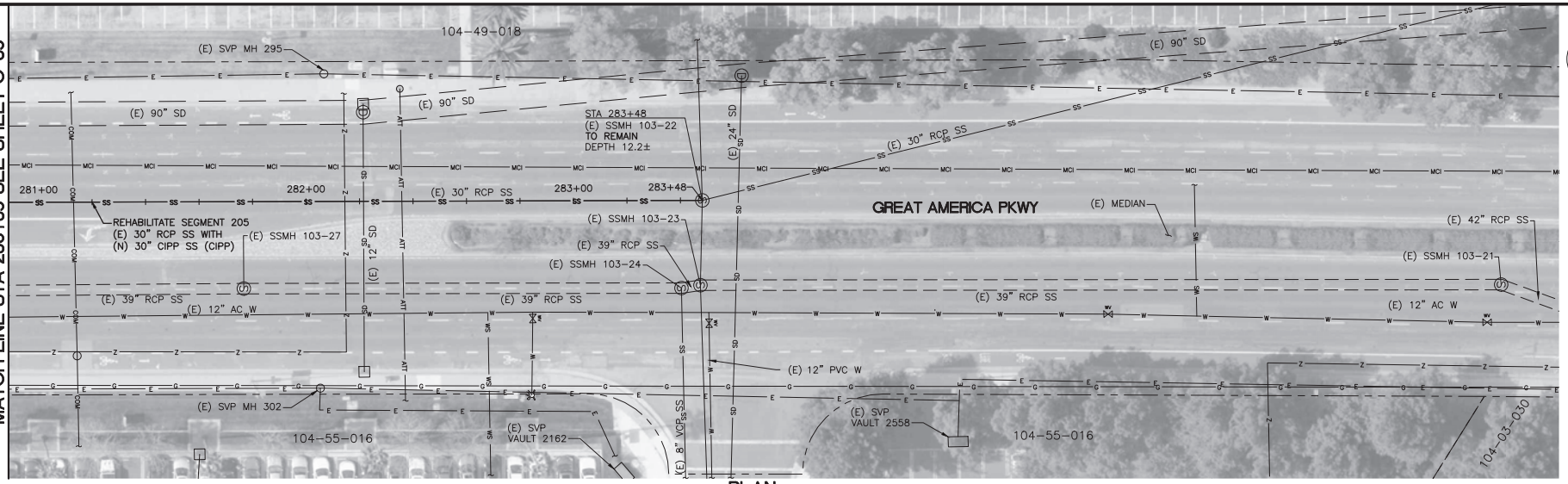
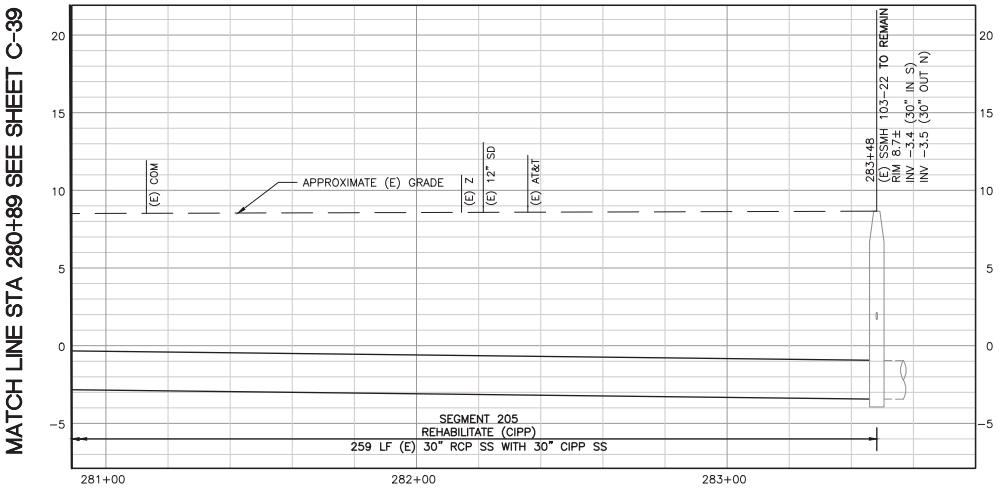
SYS: MSRETAIN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 205, SEE SHEET C-60 FOR SUGGESTED BYPASS PLAN AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 205 - GREAT AMERICA PKWY (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 23 OF 45

SHEET No. C-40

Plotted: Aug 06 , 2021 , 1:57pm by PM76580 Last Saved: Aug 06 , 2021 , 12:57pm by PM76580
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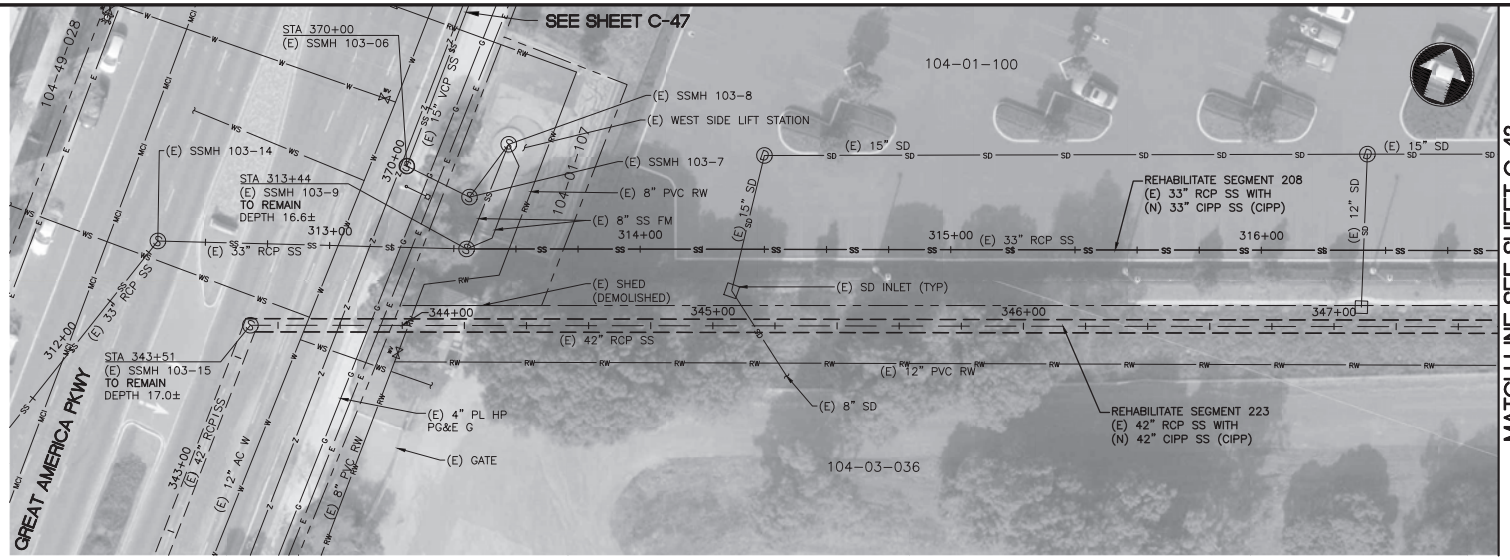
Xref: | C-TITBL | C-TITBL-E-SA | AREAS & BOUNDARIES | VA-AREA_SA | C-PROP-E | C-PROP-AREA_SA
SYS6: HOSETANH=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 208, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE FROM MH 103-14 TO MH 103-15, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
4. FOR SEGMENT 223, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE FROM MH 103-15 TO MH 103-14, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

FOR PIPE PROFILES, SEE SHEET C-42.1

NOTE TO CITY OF SANTA CLARA REVIEWER:

Does the City have more recent aerials available showing the new Stars and Stripes Drive road recently built for Sheets C-42 through C-45?

SHEET No. C-42

95% PLANS NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 208,223 - EASEMENT (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 24 OF 45

Plotted: Aug 06 , 2021 , 1:38pm by PMATHEWS Last Saved: Aug 06 , 2021 , 1:29pm by SUDTHAKE
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Xref: \\ [C-TTBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA SA | C-PROP-E | C-PROP-AREA SA
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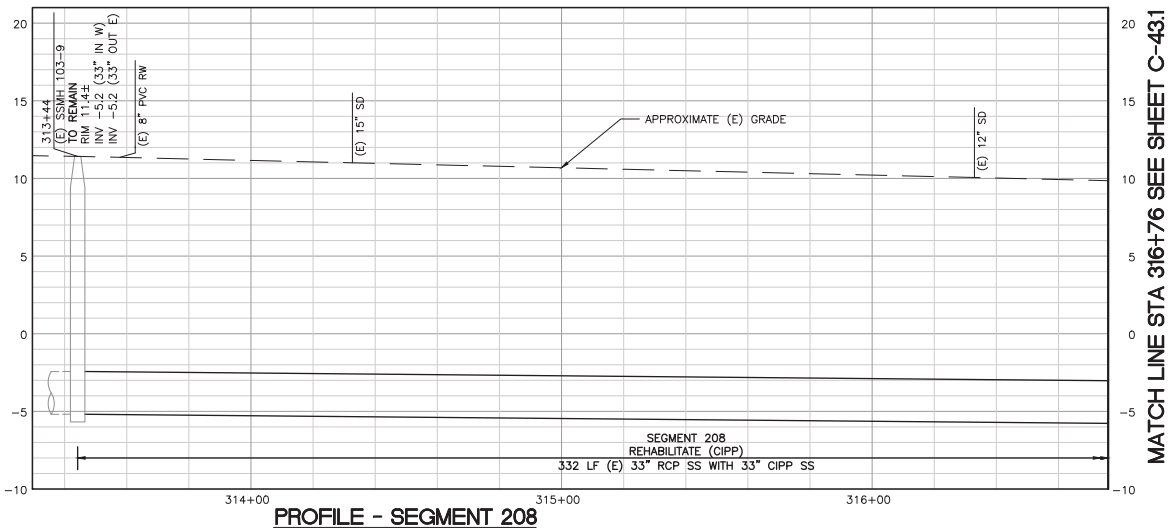
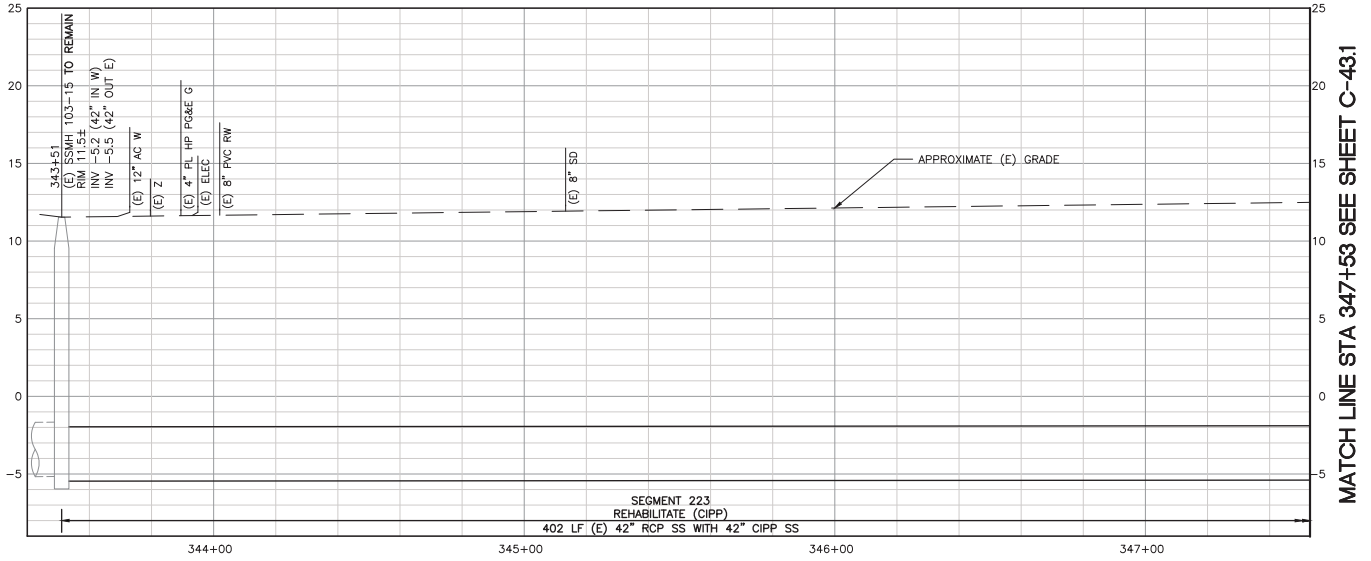


PROFILE - SEGMENT 208

SCALE: 1"=20' HORIZ
1"=4' VERT



PROFILE - SEGMENT 223

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 208,223 - EASEMENT (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 25 OF 45

SHEET No. C-42.1

Plotted: Aug 06 , 2021 , 1:39pm by PM78580 Last Saved: Aug 06 , 2021 , 1:29pm by SUD79458
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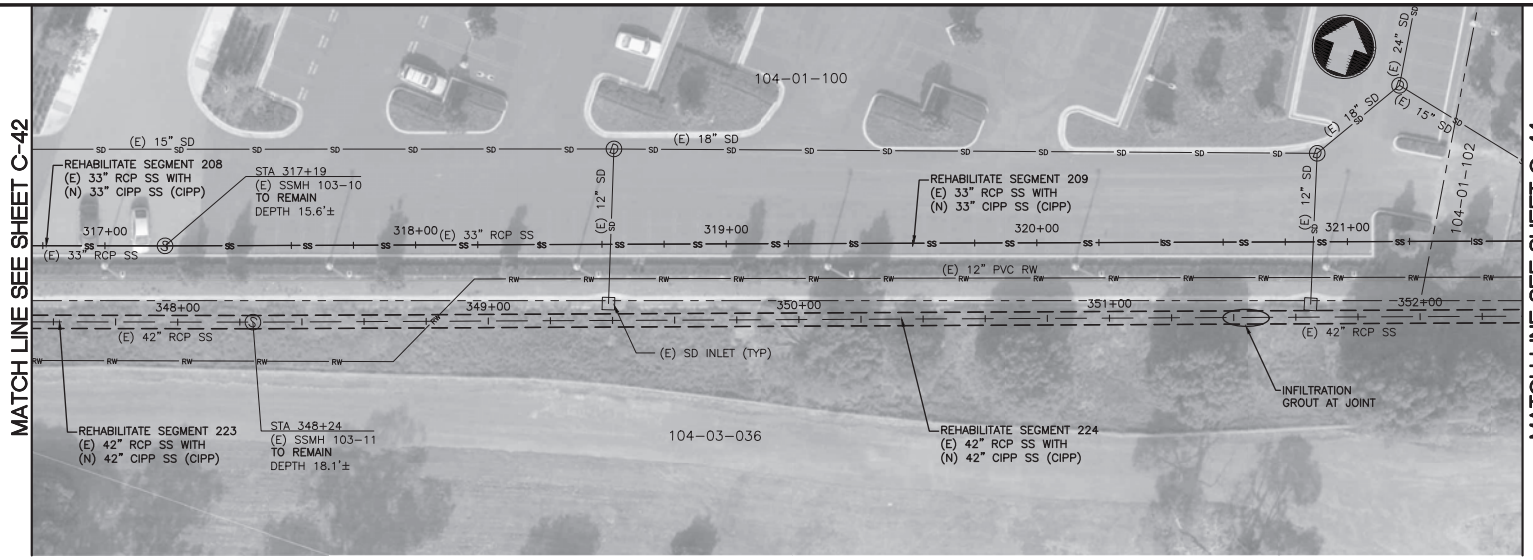
Xref: | C-TTBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA_SA | C-PROP-E | C-PROP-AREA_SA
SYSV: XSRETAIN=1, PSLTSCALE=1, LTSCALE=1



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. ACCESS FOR INFILTRATION GROUTING WORK SHALL BE FROM INSIDE MANHOLES AND PIPELINE ONLY.
4. FOR SEGMENT 209, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE FROM MH 103-10 TO MH 103-11, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
5. FOR SEGMENT 224, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE FROM MH 103-11 TO MH 103-10, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.

FOR PIPE PROFILES, SEE SHEET C-43.1

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 208,209,223,224 - EASEMENT (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 26 OF 45

SHEET No. C-43

Plotted: Aug 11 , 2021 , 9:33am by PMATHEW Last Saved: Aug 06 , 2021 , 1:01pm by SUTPHEN
File: C:\pwworking\mm\matter_workweb\pm7858h\d525152\C-43.dwg
Pw:\\Documents.mottmac.com:Documents\Projects\504100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-43.dwg
Xref: \\pc-ttsi\ | C-TITBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA SA | C-PROP-E | C-PROP-AREA SA
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

Plotted: Aug 06 , 2021 , 2:00pm by PM78580 Last Saved: Aug 06 , 2021 , 1:01pm by SU079458
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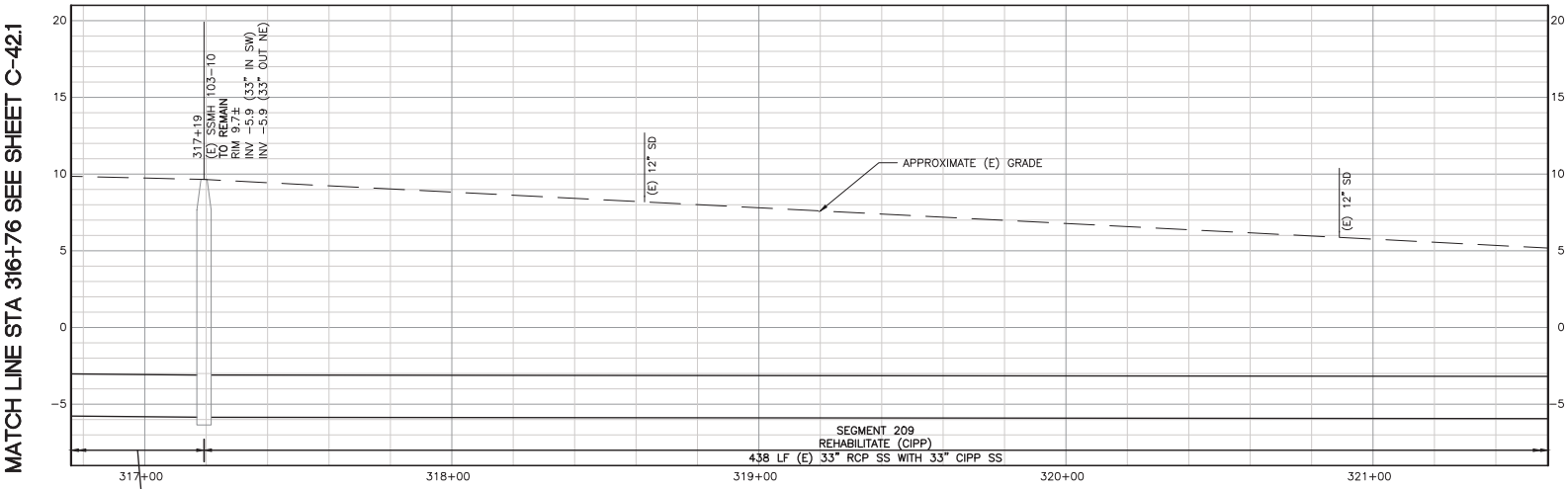
Xref: | C-TTBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA_SA | C-PROP-E | C-PROP-AREA_SA
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

MATCH LINE STA 316+76 SEE SHEET C-42.1

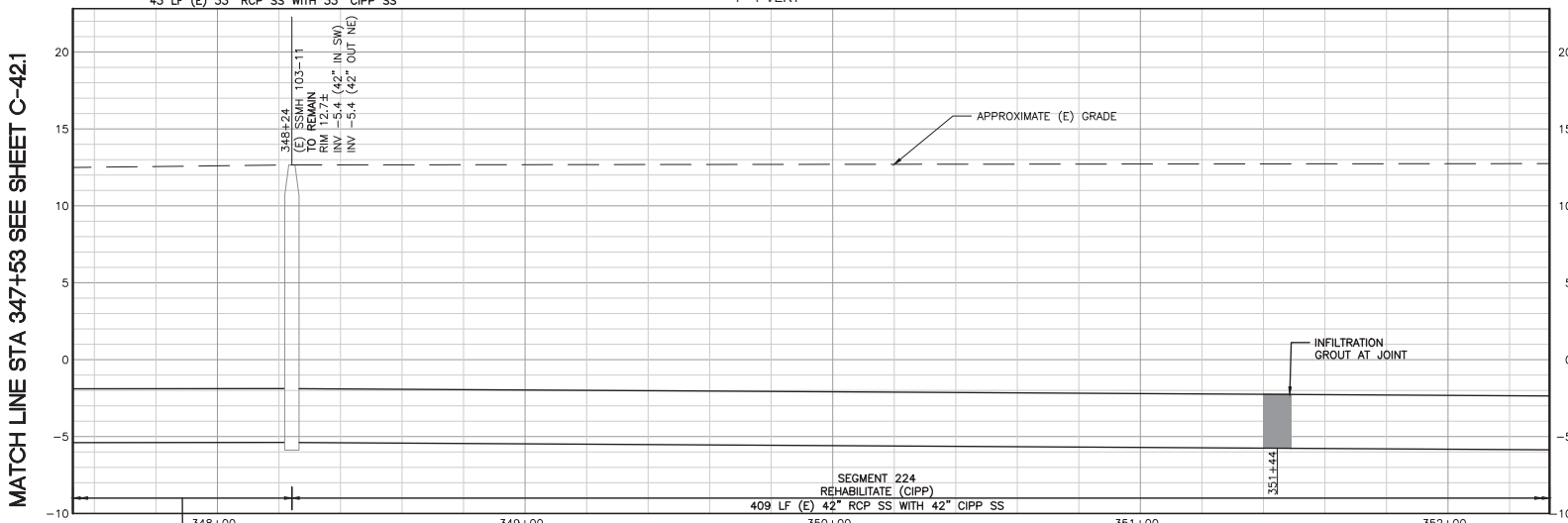


MATCH LINE STA 321+57 SEE SHEET C-44.1

PROFILE - SEGMENTS 208-209

SCALE: 1"=20' HORIZ
1"=4' VERT

MATCH LINE STA 347+53 SEE SHEET C-42.1



MATCH LINE STA 352+33 SEE SHEET C-44.1

PROFILE - SEGMENTS 223-224

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

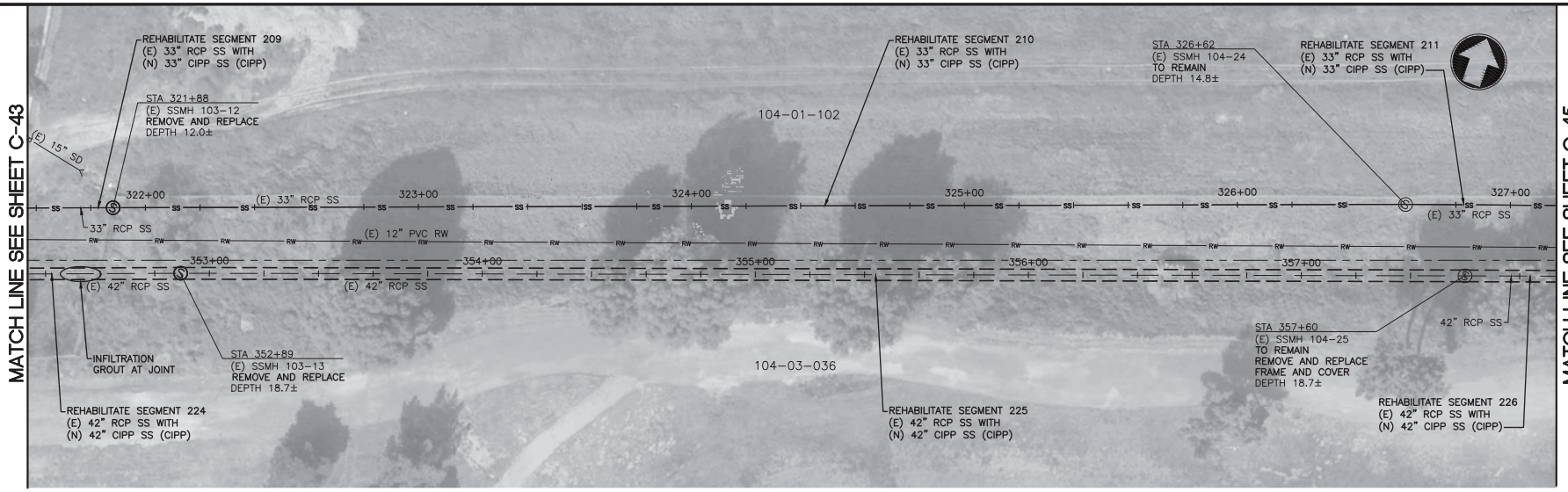
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 208,209,223,224 - EASEMENT (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 27 OF 45

SHEET No. C-43.1



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 209–211, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE FROM MH 103–10 TO MH 103–11, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C–43 FOR LOCATION OF MH 103–10 AND MH 103–11.
4. FOR SEGMENTS 224–226, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE FROM MH 103–11 TO MH 103–10, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C–43 FOR LOCATION OF MH 103–10 AND MH 103–11.
5. BASED ON AVAILABLE INFORMATION FROM VALLEY WATER GIS, DEPTH TO GROUNDWATER IS ANTICIPATED TO BE LESS THAN 10 FEET. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL OF AND PROPER DISPOSAL OF ENCOUNTERED GROUNDWATER.

FOR PIPE PROFILES, SEE SHEET C-44.1

A / C-44 MH 103-12 GROUND SURFACE

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 209-211,224-226 - EASEMENT (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 28 OF 45

SHEET No. C-44

Plotted: Aug 11 , 2021 , 9:35am by PM78580 Last Saved: Aug 10 , 2021 , 4:47pm by PM78580
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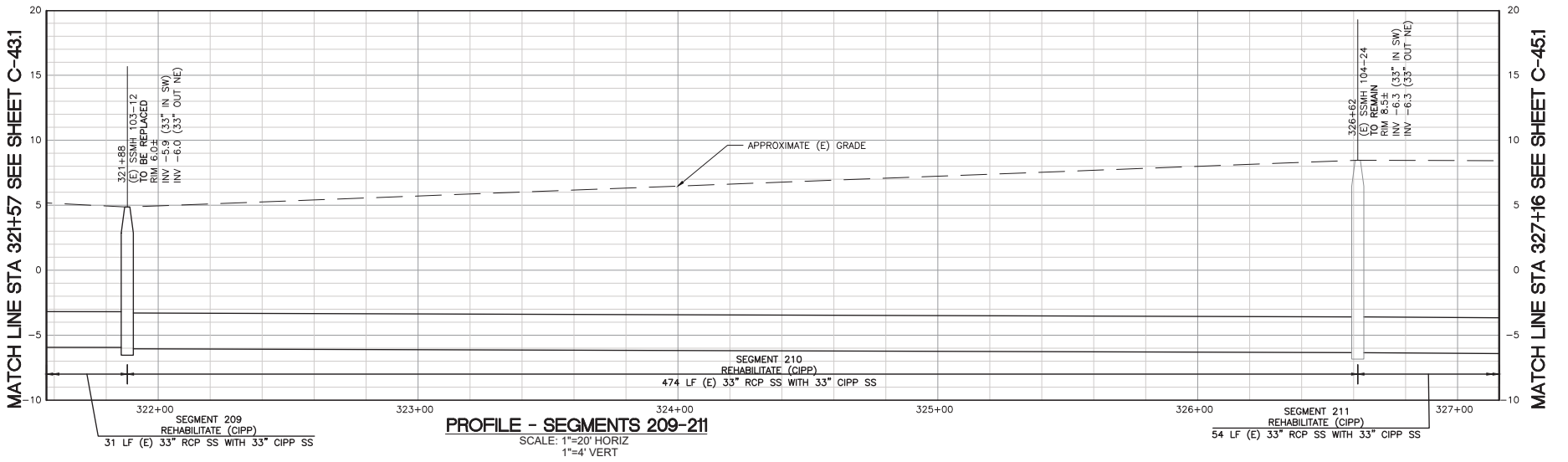
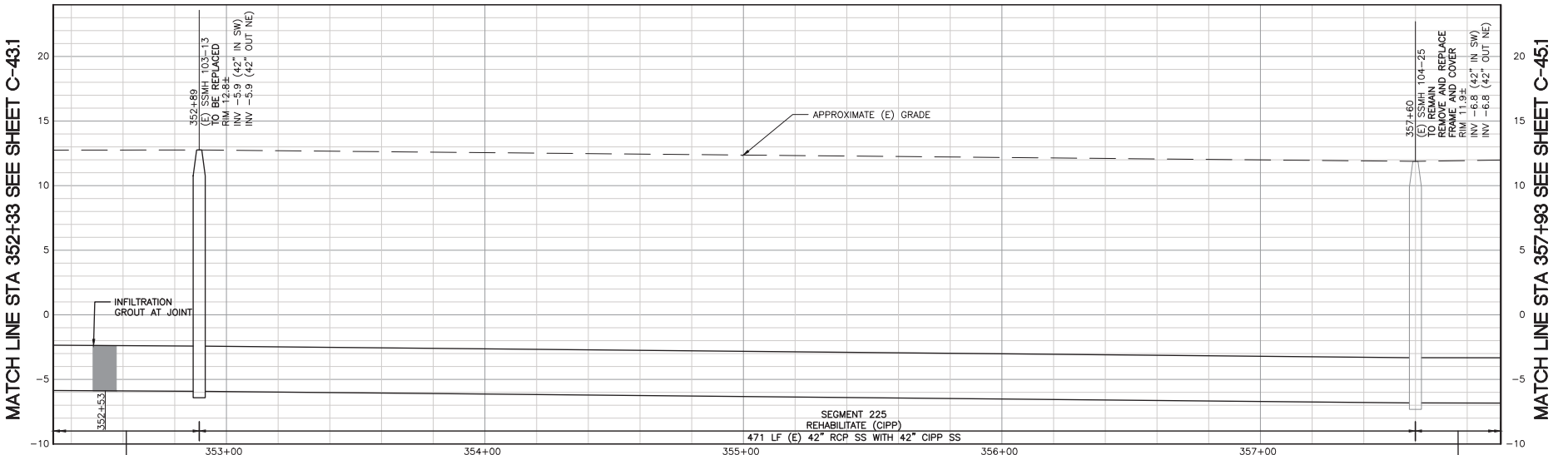
Xref: | C-TTBL | C-PROP-HYKS | C-UTIL-E-SA | AREAS & BOUNDARIES | WA-AREA_SA | C-PROP-E | C-PROP-AREA-SA
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1



PROFILE - SEGMENTS 209-211

SCALE: 1"=20' HORIZ
1"=4' VERT



PROFILE - SEGMENTS 224-226

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 209-211,224-226 - EASEMENT (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		
DRAWN BY	MG/OP		TRACING No. 12350-D
CHECKED BY	TS		
AS BUILT BY			SHEET 29 OF 45

SHEET No. C-44.1

Plotted: Aug 06 , 2021 , 2:02pm by PM78580 Last Saved: Aug 06 , 2021 , 1:02pm by PM78580
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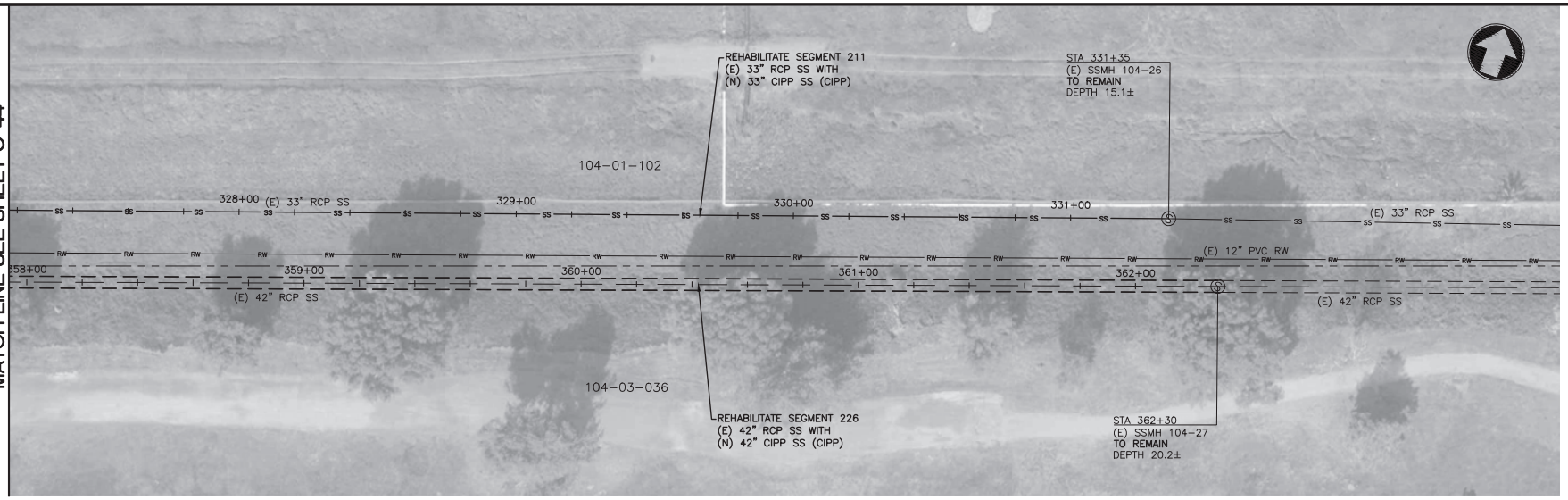
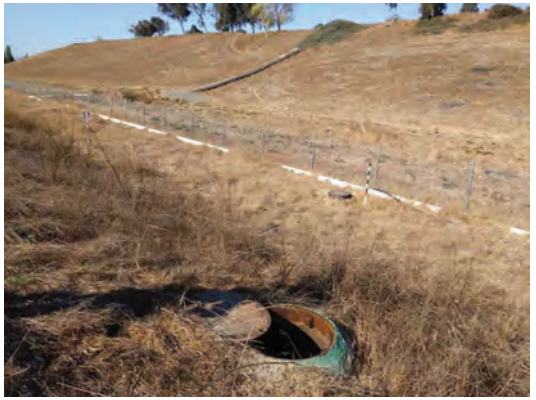
pw:\\mottmac.pwondemand.bentley.com:\dms104100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-44.dwg
Xref: | C-TTBL | C-PROP-ARWS | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA 5A | C-PROP-E | C-PROP-AREA-5A
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1



NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 211, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE FROM MH 103-10 TO MH 103-11, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-43 FOR LOCATION OF MH 103-10 AND MH 103-11.
4. FOR SEGMENT 226, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE FROM MH 103-11 TO MH 103-10, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-43 FOR LOCATION OF MH 103-10 AND MH 103-11.

PLAN
SCALE: 1"=20'

FOR PIPE PROFILES, SEE SHEET 45.1



A C-45 MH 104-27 AND MH 104-26 GROUND SURFACE

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 211,226 - EASEMENT (4)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 30 OF 45

SHEET No. C-45

Plotted: Aug 06 , 2021 , 2:04pm by PM78580 Last Saved: Aug 06 , 2021 , 1:03pm by PM78580
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Pw:\\Documents.pw.bentley.com:documents\504100094-Santa Clara Snr Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-45.dwg
Xref: | C-TTBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA 5A | VA-AREA 5B | C-UTIL-E-SB | C-PROP-AREA-SA | C-PROP-E | C-PROP-AREA-SB
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

Plotted: Aug 06 , 2021 , 2:05pm by PM78580 Last Saved: Aug 06 , 2021 , 1:03pm by PM78580
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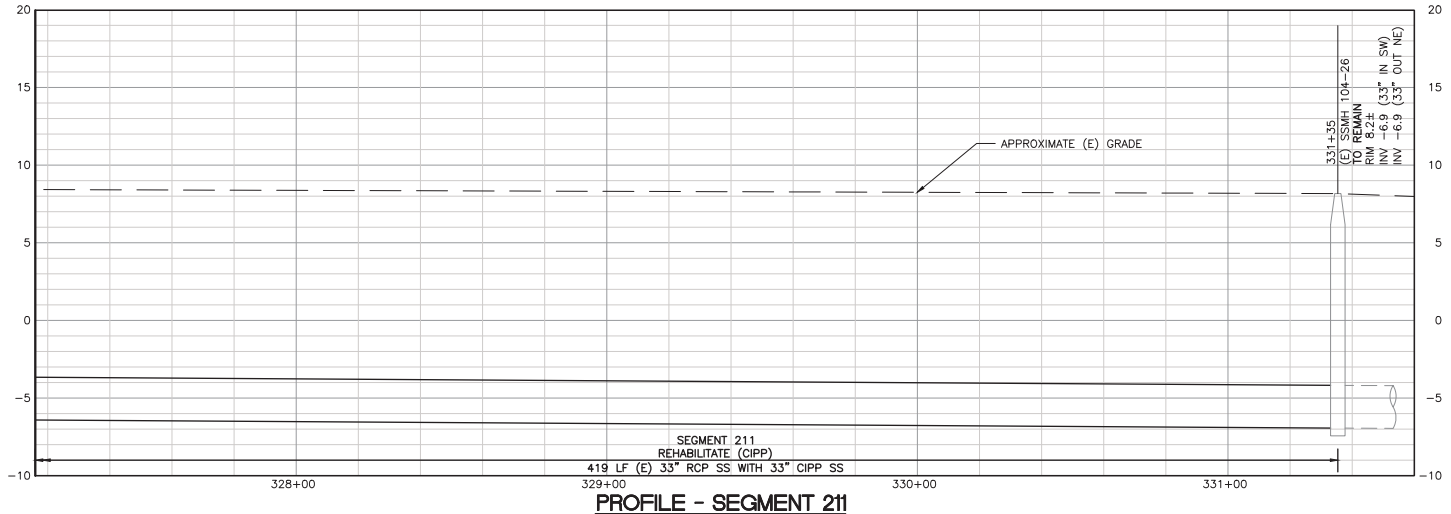
Xref: | C-TTBL | C-UTIL-E-SA | AREAS & BOUNDARIES | VA-AREA_SA | VA-AREA_SB | C-UTIL-E-SB | C-PROP-E | C-PROP-AREA-SA

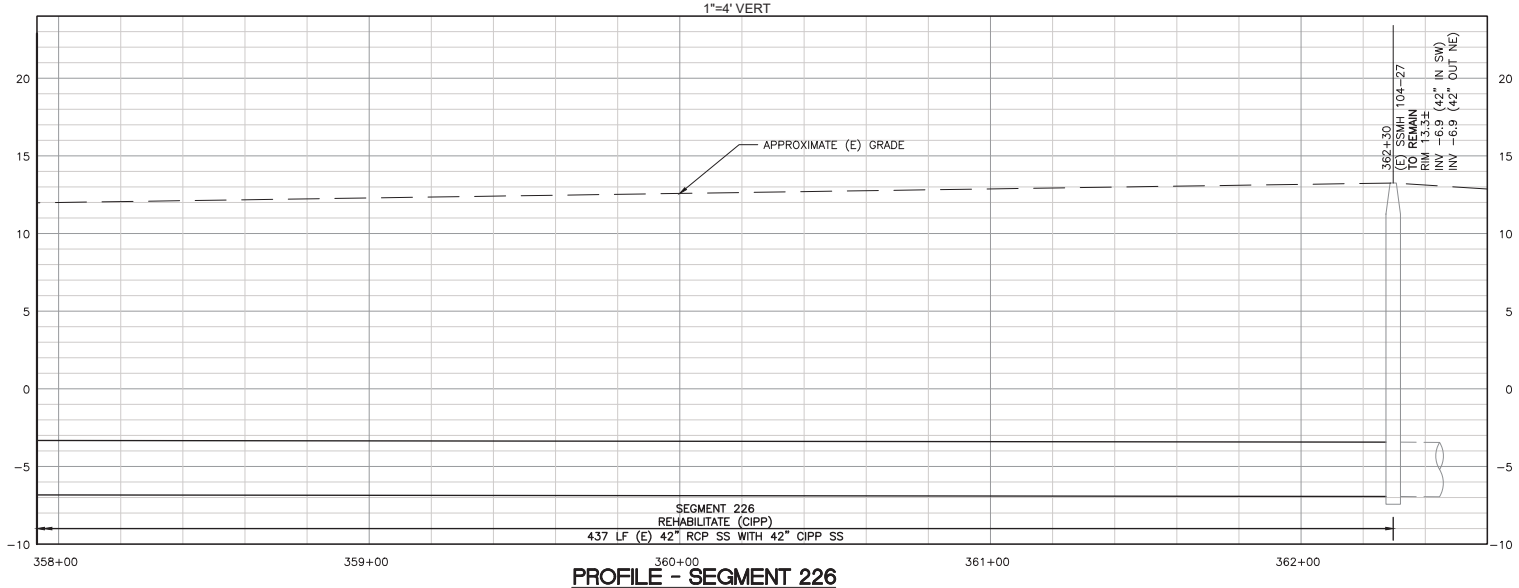
MATCH LINE STA 327+16 SEE SHEET C-44.1



PROFILE - SEGMENT 211

SCALE: 1"=20' HORIZ
1"=4' VERT

MATCH LINE STA 357+92 SEE SHEET C-44.1



PROFILE - SEGMENT 226

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 211,226 - EASEMENT (4)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 31 OF 45

SHEET No. C-45.1

SYS: MSRETMAN=1, PSLTSCALE=1, LTSCALE=1

Plotted: Aug 06 , 2021 , 2:06pm by PM78580 Last Saved: Aug 06 , 2021 , 12:58pm by PM78580
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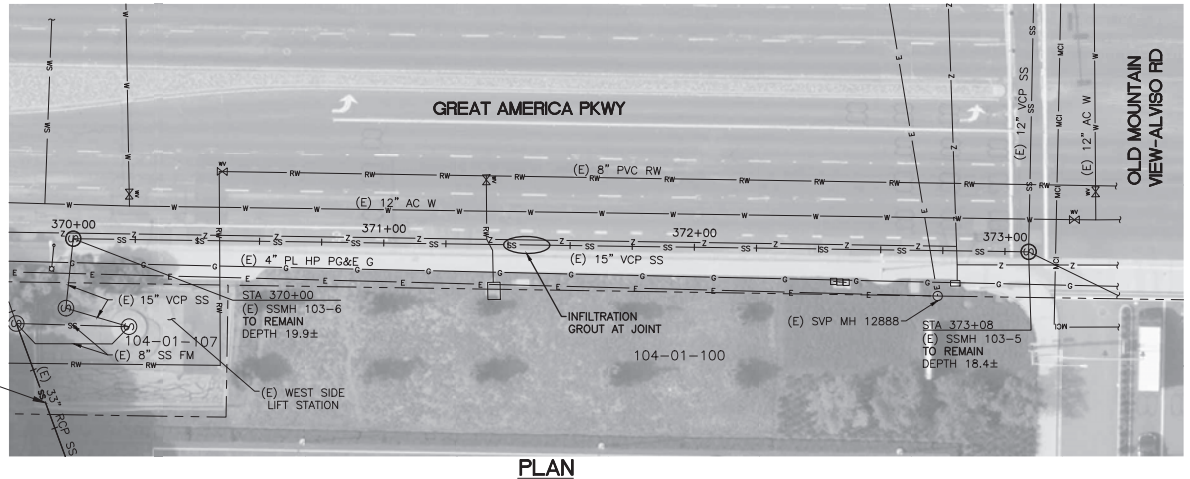
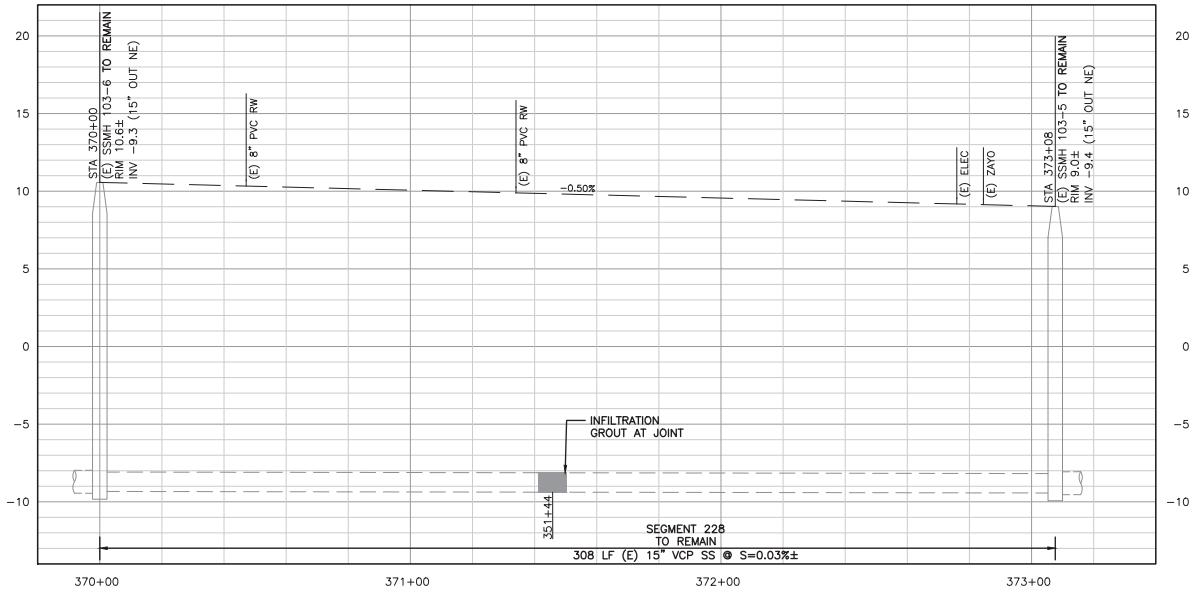
Xref: | C-TITBL | C-PROP-HYKS | C-UTIL-E-SA | W-4804_SA | C-PROP-E | C-PROP-4804_SA



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. ACCESS FOR INFILTRATION GROUTING WORK SHALL BE FROM INSIDE MANHOLES AND PIPELINE ONLY.
4. FOR SEGMENT 228, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE AT GROUND SURFACE ALONG EASTERN CURB LINE OF GREAT AMERICA PARKWAY FROM MH 103-5 TO 103-6, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE	202103
ACCOUNT No.	XXXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

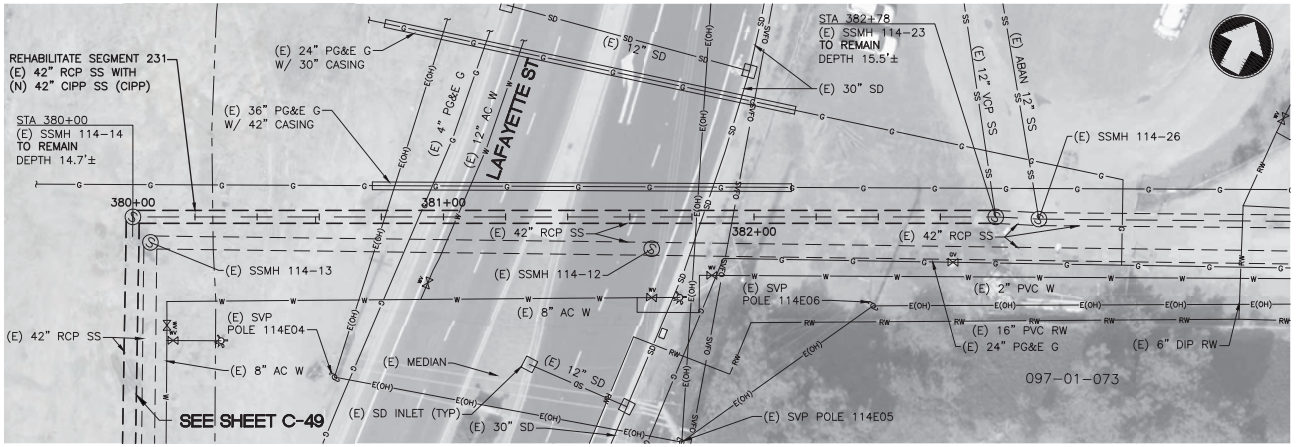
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 228 - GREAT AMERICA PKWY (5)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

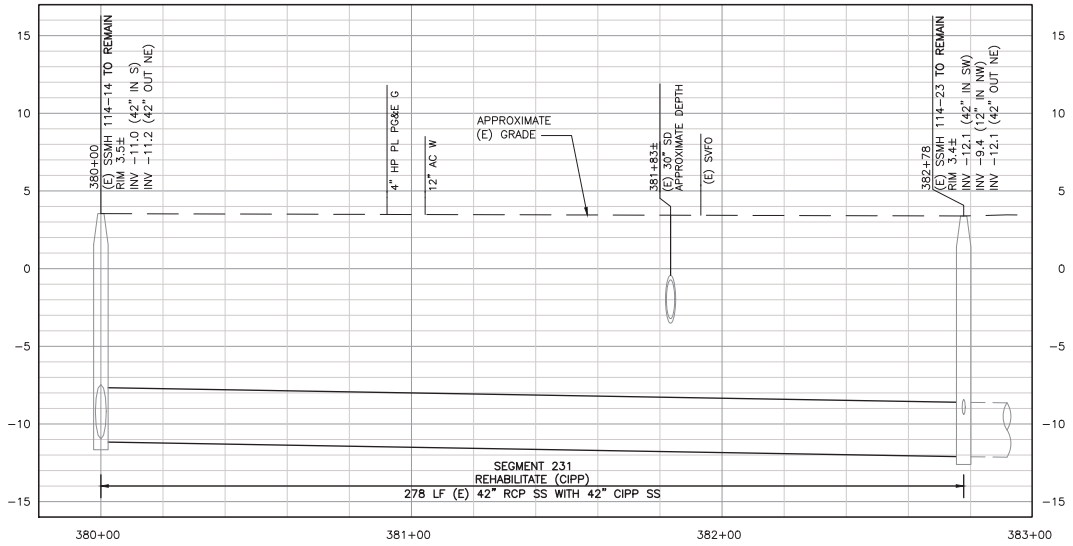
APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG/OP		
CHECKED BY	TS		
AS BUILT BY			SHEET 32 OF 45

SHEET No. C-47



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 231, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE LINE FROM MH 104-19 TO 104-22, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22, AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.



PROFILE
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 231 - LAFAYETTE ST (1)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 33 OF 45

SHEET No. C-48

Plotted: Aug 06 , 2021 , 2:07pm by PM78580 Last Saved: Aug 06 , 2021 , 1:04pm by PM78580
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Xref: | C-TTBL | C-UTIL-E-SB | AREAS & BOUNDARIES | VA-AREA SB | C-PROP-E | C-PROP-AREA-SB
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

SYSV, VSRETAIN=1, PSLTSCALE=1, LTSCALE=1
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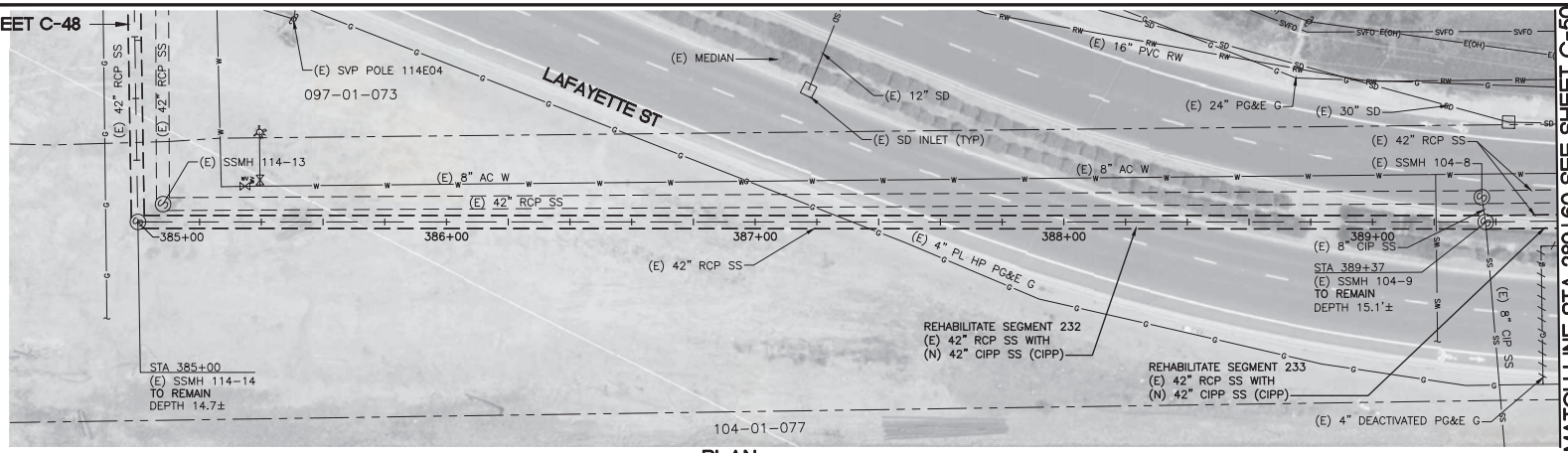
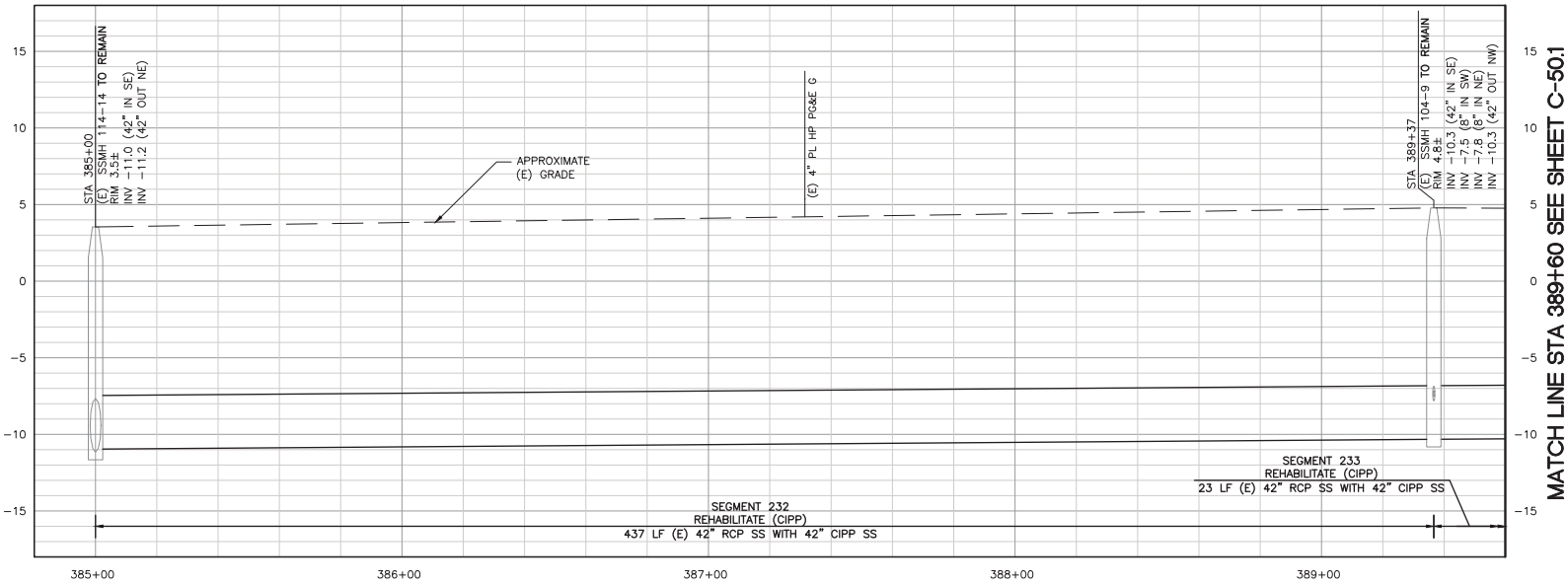
File: C:\pwworking\mm\wetter_mastewedar\pm78580\d0252152\C-49.dwg
Par: \ | C-TTBL | C-UTIL-E-SB | AREAS & BOUNDARIES | VA-AREA_SB | C-PROP-E | C-PROP-AREA_SB
Xref: \ | C-TTBL | C-UTIL-E-SB | AREAS & BOUNDARIES | VA-AREA_SB | C-PROP-E | C-PROP-AREA_SB
Layout: C-49 Plotted: Jun 24, 2021 - 1:41pm by mwetter
Login Name: mwetter
Dwg: \\Cc-fs1\Projects\Projects (active)\504100004-Santa Clara Enr Svcs Sewer Repairs 2021-2022\Drawings_Models\02_C_Civil\C-49.dwg



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 232 AND 233, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE LINE FROM MH 104-19 TO 104-22, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22, AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.

A / C-49 MH 114-14 GROUND SURFACE



PROFILE - SEGMENT 232-233
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

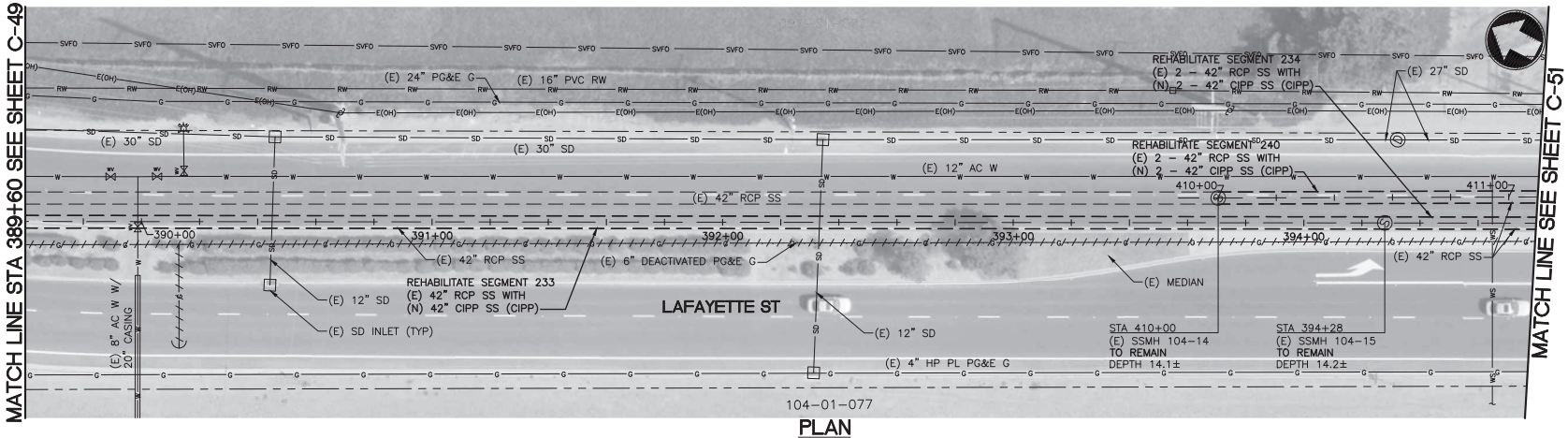
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 232,233 - LAFAYETTE ST (2)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 34 OF 45

SHEET No. C-49



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 233-234, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE LINE FROM MH 104-19 TO 104-22, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22, AND SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.
4. FOR SEGMENT 240, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE LINE FROM MH 104-22 TO 104-19, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22.

FOR PIPE PROFILES, SEE SHEET C-50.1

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 233,234,240 - LAFAYETTE ST (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 35 OF 45

SHEET No. C-50

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Xref: | C--TTBL | C-UTIL-E-SB | AREAS & BOUNDARIES | VA-AREA_SB | C-PROP-E | C-PROP-AREA_SB
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

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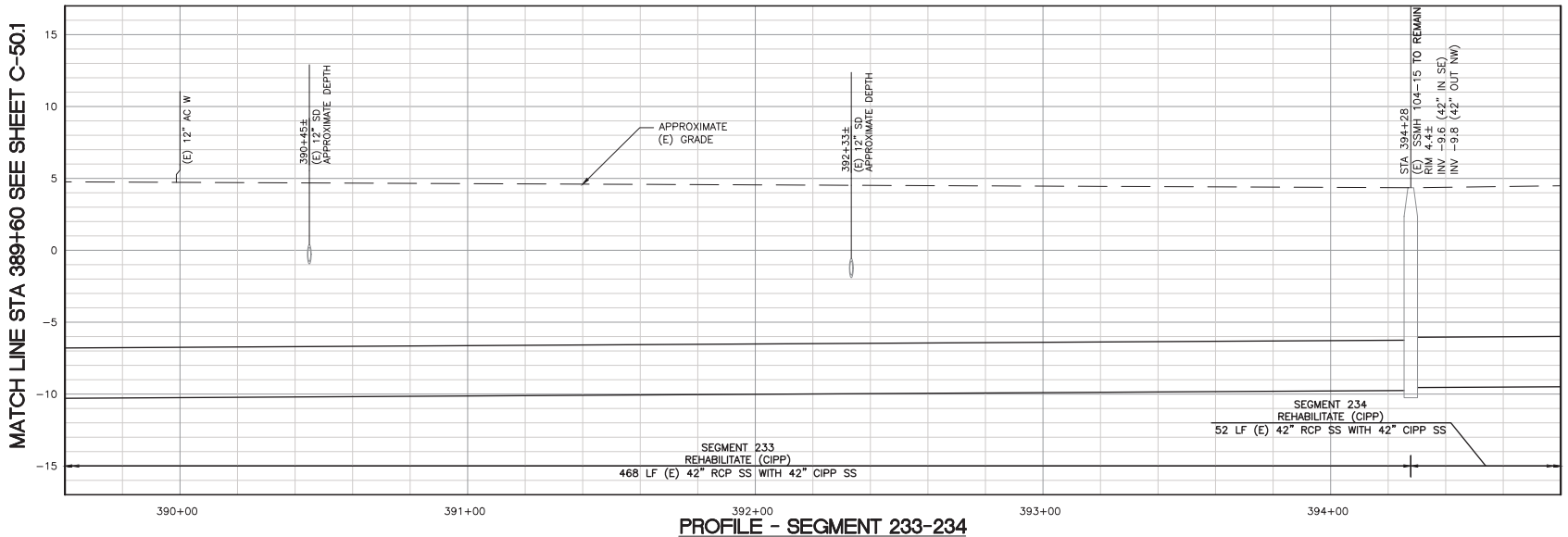
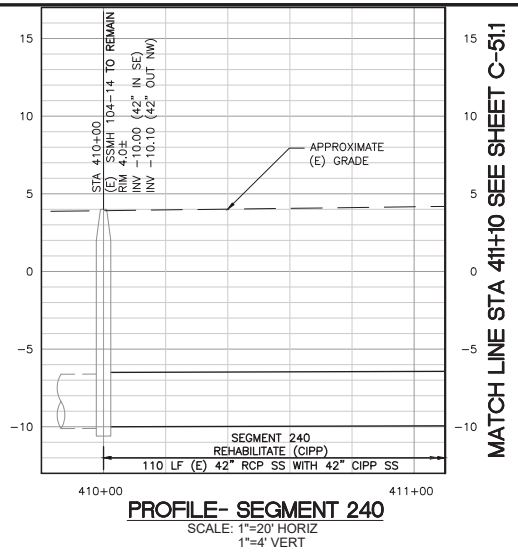


PROFILE - SEGMENT 233-234

SCALE: 1"=20' HORIZ
1"=4' VERT



PROFILE- SEGMENT 240

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

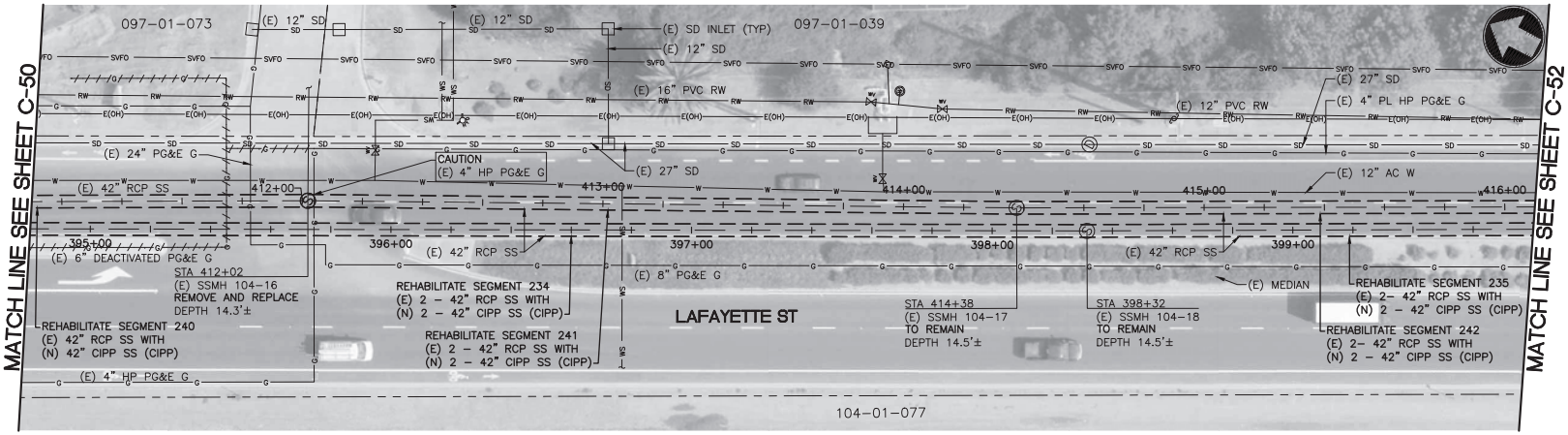
ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 233,234,240 - LAFAYETTE ST (3)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 36 OF 45

SHEET No. C-50.1



PLAN
SCALE: 1"=20'

NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENTS 234-235, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE LINE FROM MH 104-19 TO 104-22, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22.
4. FOR SEGMENTS 240-242, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE LINE FROM MH 104-22 TO 104-19, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-52 FOR LOCATION OF MH 104-19 AND MH 104-22.

FOR PIPE PROFILES, SEE SHEET C-51.1

95% PLANS
NOT FOR CONSTRUCTION

GRAPHIC SCALE - USE WHEN PLAN IS REDUCED
30 0 10 20 40 60 80 100

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 234,235,240-242 - LAFAYETTE ST (4)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 37 OF 45

SHEET No. C-51

Plotted: Aug 06 , 2021 , 4:18pm by PM78580 Last Saved: Aug 06 , 2021 , 1:09pm by PM78580
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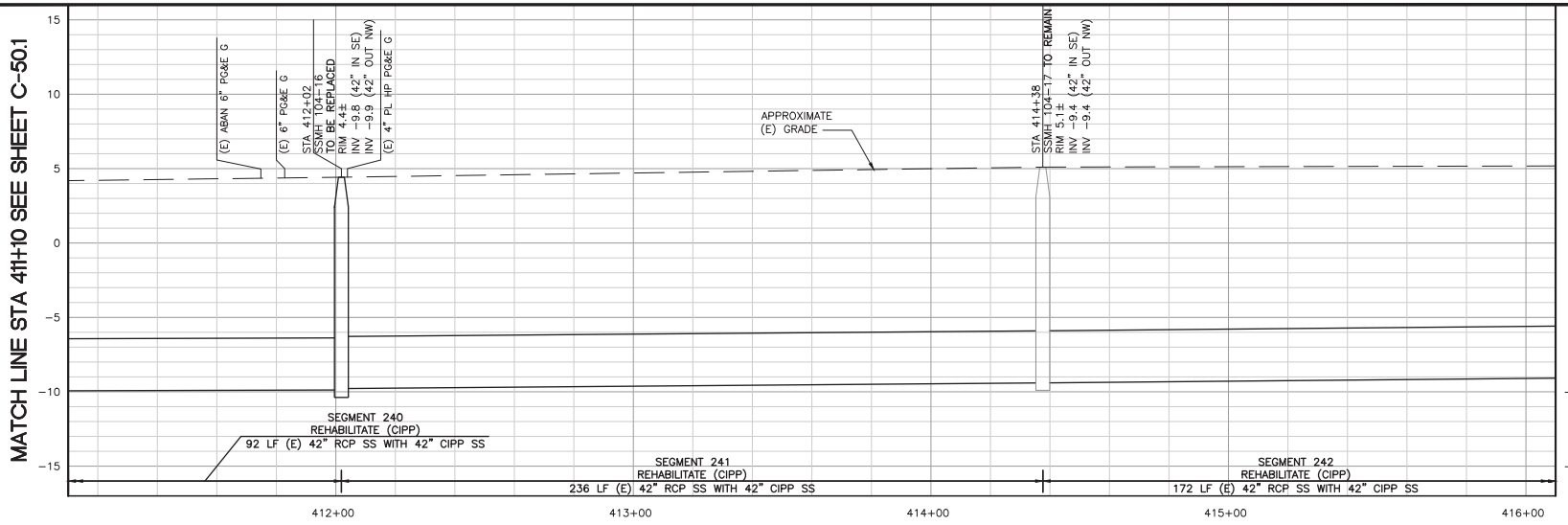
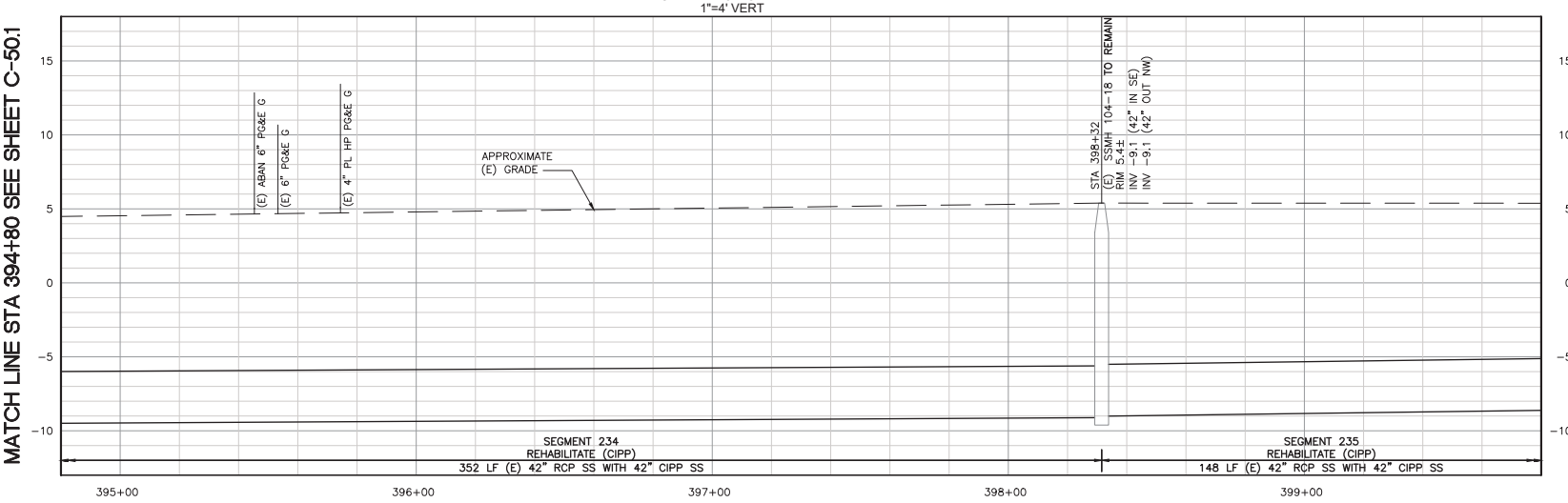


PROFILE - SEGMENT 240-242

SCALE: 1"=20' HORIZ
1"=4' VERT



PROFILE - SEGMENT 234-235

SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 234,235,240-242 - LAFAYETTE ST (4)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: 1"=4'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 38 OF 45

SHEET No. C-51.1

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SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

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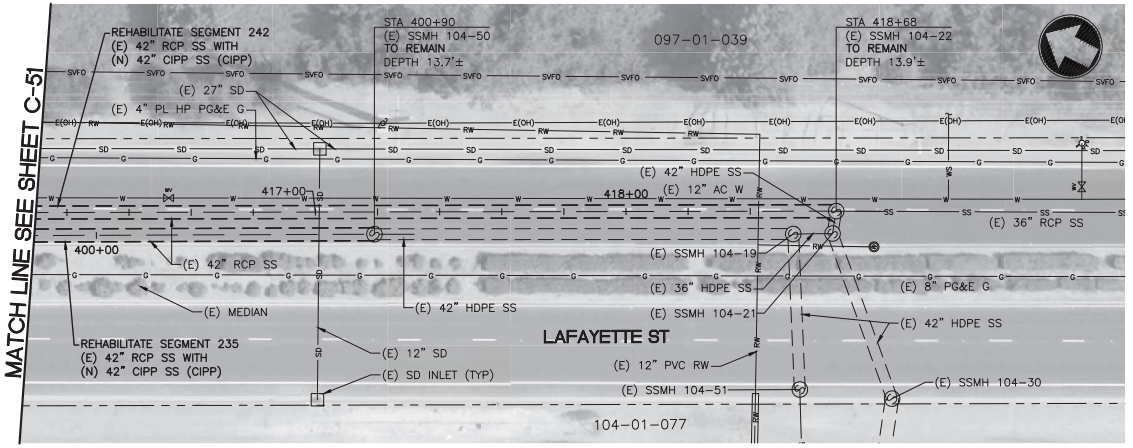
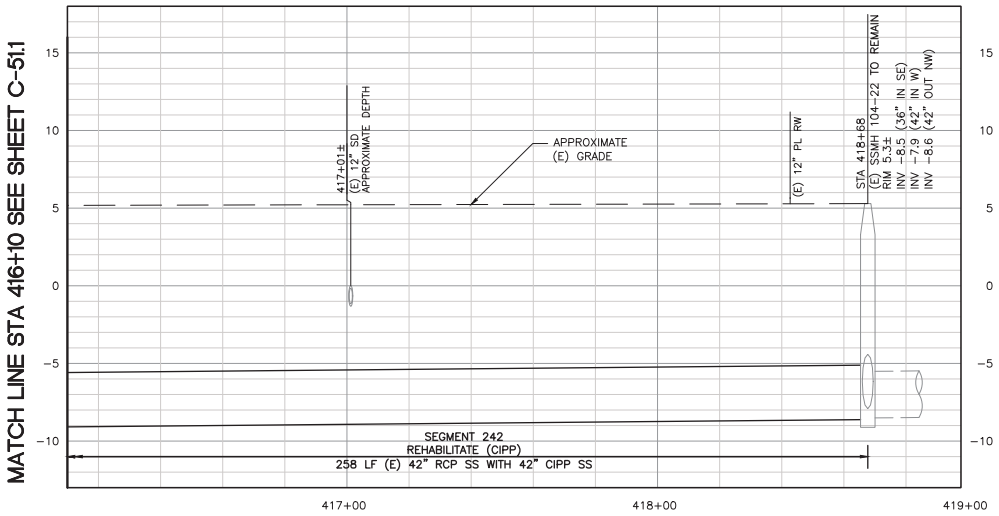
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

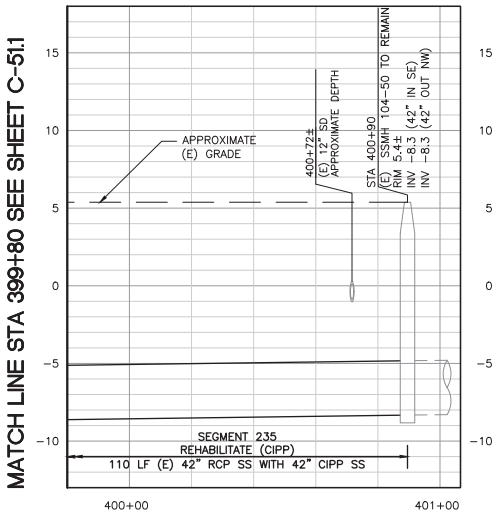
NOTES:
1. ELEVATIONS ARE BASED ON CITY GIS DATA WITH APPROXIMATE MANHOLE DEPTHS MEASURED IN FIELD.
2. CONTRACTOR SHALL BE REQUIRED TO HAVE APPROVED TRAFFIC PLANS FULLY IMPLEMENTED PRIOR TO CONDUCTING ANY CONSTRUCTION IN EACH WORK AREA.
3. FOR SEGMENT 235, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND NORTH OF EXISTING SEWER LINE LINE FROM MH 104-19 TO 104-22, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL.
4. FOR SEGMENT 242, BYPASS OF SANITARY SEWER FLOWS MAY BE LOCATED AT GROUND SURFACE ADJACENT TO AND SOUTH OF EXISTING SEWER LINE LINE FROM MH 104-22 TO 104-19, OR ALTERNATE BYPASS PLAN MAY BE SUBMITTED FOR APPROVAL. SEE SHEET C-61 FOR FLOW INFORMATION OF PARALLEL SANITARY SEWER LINES.



PLAN
SCALE: 1"=20'



PROFILE - SEGMENT 242
SCALE: 1"=20' HORIZ
1"=4' VERT



PROFILE - SEGMENT 235
SCALE: 1"=20' HORIZ
1"=4' VERT

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE	202103
ACCOUNT No.	XXXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SEG 235,242 - LAFAYETTE ST (5)

HORIZONTAL SCALE: 1"=20' VERTICAL SCALE:

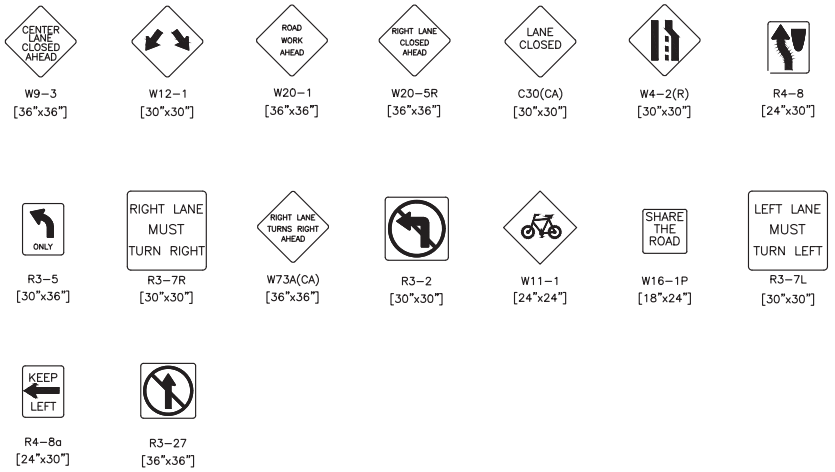
APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 39 OF 45

SHEET No. C-52

GENERAL NOTES

1. CONTRACTOR SHALL PREPARE AND SUBMIT ADDITIONAL TRAFFIC CONTROL PLANS NOT SHOWN TO CITY FOR APPROVAL PRIOR TO CONSTRUCTION. ALL TRAFFIC CONTROL PLANS SHALL BE PREPARED AND CONFORMED WITH LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. THE CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING CONSTRUCTION, AS REQUIRED BY THE CITY ENGINEER/INSPECTOR. A 24–HOUR "ON–CALL" TELEPHONE NUMBER SHALL ALSO BE PROVIDED TO THE CITY BY THE CONTRACTOR FOR SERVICES REQUIRED BEYOND NORMAL WORKDAY OPERATIONS.
3. ACTUAL SIGN INSTALLATION LOCATIONS ARE TO BE DETERMINED IN THE FIELD. SIGN LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER/INSPECTOR PRIOR TO ANY INSTALLATION WORK.
4. SIGNS SHALL BE INSTALLED/PLACED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH THESE PLANS AND AS DIRECTED BY THE CITY.
5. ANY EXISTING SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS THAT CONFLICT WITH THESE TRAFFIC CONTROL PLANS SHALL BE COVERED OR REMOVED DURING CONSTRUCTION. REMOVAL OF ROADWAY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH CURRENT CALTRANS AND CA MUTCD STANDARDS. SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS SHALL BE RESTORED TO EXISTING CONDITIONS TO THE SATISFACTION OF THE CITY ENGINEER/INSPECTOR ONCE CONSTRUCTION IS COMPLETE.
6. A MINIMUM OF ONE 10' WIDE TRAVEL LANE PER DIRECTION OF TRAVEL (UNLESS OTHERWISE NOTED ON PLANS) SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
7. TEMPORARY TRAFFIC CONTROL DEVICES SHALL NOT BLOCK FIRE HYDRANTS AND/OR DRIVEWAYS.
8. ALL TRAFFIC CONTROL DEVICES (SIGNS, CHANNELIZERS, ETC.) SHALL BE RETROREFLECTIVE AND/OR ILLUMINATED DURING NIGHTTIME TRAFFIC CONTROL.
9. CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG ROADWAY FRONTAGE, WHERE APPLICABLE, A MINIMUM 72 HOURS PRIOR TO COMMENCEMENT OF WORK AND SHALL NOTIFY THE POLICE DEPARTMENT. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS ARE IN EFFECT.
10. CONTRACTOR SHALL DISPLAY ON ITS BARRICADES COMPANY NAME AND 24–HOUR EMERGENCY TELEPHONE NUMBER IN CASE OF EMERGENCY CALLOUTS.
11. CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN BARRICADES, LIGHTS, SIGNS, FLAGMEN, FENCING, AND OTHER SAFETY MEASURES TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES.
12. THE PARKING OF ANY CONSTRUCTION–RELATED VEHICLES OR STORAGE OF ANY MATERIAL IS NOT ALLOWED ON A PUBLIC STREET OR SIDEWALK UNLESS APPROVED IN ADVANCE BY THE CITY ENGINEER.
13. ANY TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT SURFACE, ETC. DAMAGED OR DESTROYED BY CONTRACTOR'S WORK SHALL BE REPLACED BY CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER AT CONTRACTOR'S SOLE EXPENSE. ANY DAMAGE TO CROSSWALK STRIPING, LIMIT LINE AND PAVEMENT MARKINGS SHALL BE REPLACED IN ITS ENTIRETY.
14. FOR ANY ONGOING PROJECTS IN THE VICINITY OF THIS PROJECT, THE ROUTING OF PEDESTRIANS, VEHICLES, AND CONSTRUCTION TRUCKS SHALL BE COORDINATED WITH OTHER CONTRACTORS TO MINIMIZE PUBLIC INCONVENIENCE.
15. SIDEWALKS AND TRAFFIC LANES SHALL REMAIN OPEN WHEN NO ACTIVITY IS PLANNED AND/OR BETWEEN SCHEDULED CLOSURES. SIDEWALKS AND TRAFFIC LANES SHALL BE OPENED AT THE END OF EACH WORKDAY.
16. DURING CONSTRUCTION, TRASH/RECYCLING/YARD WASTE COLLECTION VEHICLES SHALL HAVE ACCESS TO COLLECTION ROUTE STREETS IN ORDER TO FACILITATE COLLECTION ACTIVITIES. DELAYS OR DISRUPTIONS TO COLLECTION SERVICES SHALL NOT OCCUR AS A RESULT OF CONSTRUCTION ACTIVITY.
17. WHEN USED FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC CONTROL, STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE.
18. PROJECT CONTRACTOR SHALL DETERMINE ULTIMATE PROJECT PHASING AND ACTUAL DURATION OF EACH PHASE AND SHALL SUBMIT AN ACTIVITY DURATION TABLE TO THE CITY PUBLIC WORKS INSPECTOR PRIOR TO START OF CONSTRUCTION.
19. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING THE TRENCHES AND PLACING TRAFFIC–RATED STEEL PLATES TO REOPEN THE TRAFFIC LANES TO TRAFFIC DURING NON–WORK HOURS. STEEL PLATES SHALL BE INSTALLED FLUSH WITH ADJACENT GRADE TO PROVIDE SMOOTH AND SAFE DRIVING CONDITIONS. IF PLATES ARE NOT RECESSED TO BE FLUSH WITH THE PAVEMENT, CONTRACTOR SHALL INSTALL TEMPORARY PAVING WITH COLD ASPHALT TO FEATHER THE EDGES OF THE STEEL PLATES. CONTRACTOR SHALL ADHERE TO SECTION 7–1.04, "PUBLIC SAFETEY," OF THE 2018 CALTRANS STANDARD SPECIFICATIONS.
20. ALL PROPERTY OWNERS SHALL BE NOTIFIED ONE WEEK IN ADVANCE OF ANY CONSTRUCTION THAT MAY AFFECT PROPERTY ACCESS. ACCESS TO ALL AFFECTED PROPERTIES SHALL BE MAINTAINED OPEN DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.
21. SANDBAGS AND/OR GRAVEL BAGS SHALL BE PLACED OVER THE BASE LEGS OF BARRICADE–MOUNTED SIGNS TO PREVENT ANY OVERTURNING.
22. CONSTRUCTION ACTIVITIES AND TRAFFIC CONTROL MEASURES SHALL BE LIMITED TO THE HOURS BETWEEN 7:30 AM AND 4:00 PM, MONDAY THROUGH FRIDAY EXCLUDING HOLIDAYS, UNLESS ALLOWED OTHERWISE BY THE CITY ENGINEER/INSPECTOR OR OTHERWISE NOTED BY PLANS.

SIGN LEGEND



LEGEND

- WORK ZONE
- DIRECTION OF TRAFFIC
- PORTABLE TRAFFIC SIGN
- PORTABLE DELINEATORS @ 20' SPACING MAX.
- FLASHING ARROW SIGN

95% PLANS NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

TRAFFIC CONTROL GENERAL NOTES & SIGN LEGEND

HORIZONTAL SCALE: 1"=40' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	TC		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TA		
AS BUILT BY			SHEET 40 OF 45

SHEET No. C-57

Plotted: Aug 06 , 2021 , 2:18pm by PM78580 Last Saved: Aug 06 , 2021 , 1:29pm by SU079458
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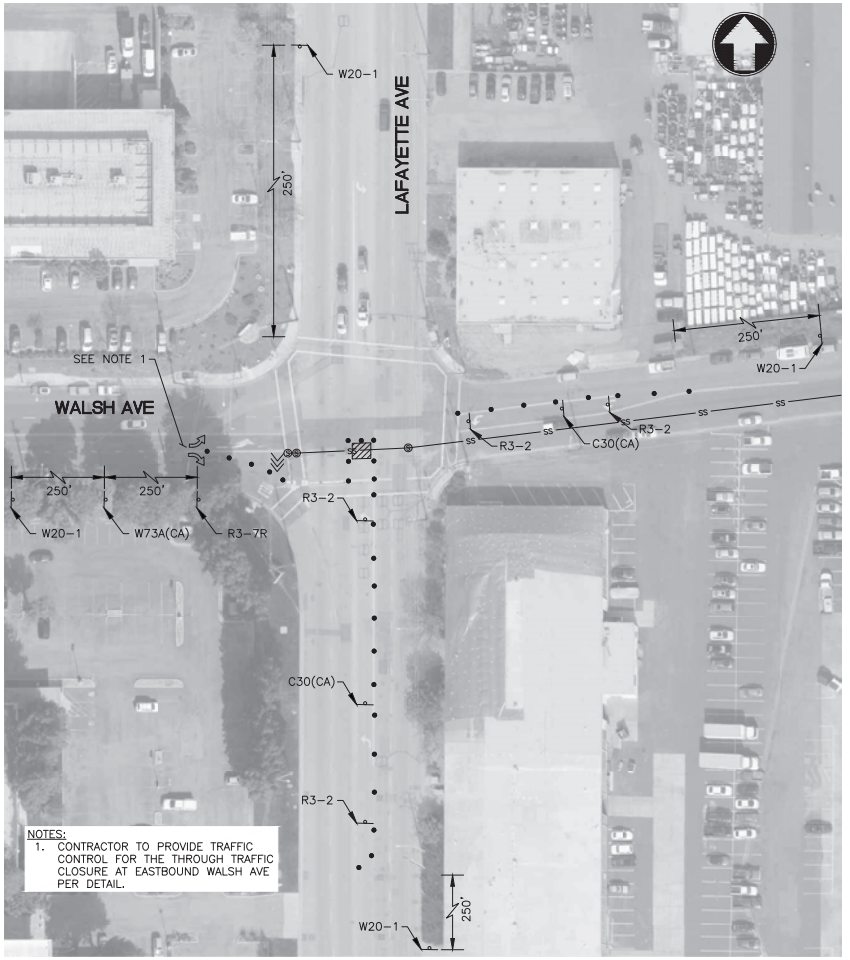
User: | CTTREJ | W-ARES_SA | C-PROP-E | XREF: | XREF2
SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

TRAFFIC CONTROL MEASURE #1:

CURED-IN-PLACE PIPE AT INTERSECTION OF DE LA CRUZ BLVD AND MARTIN AVE



TRAFFIC CONTROL MEASURE #2:

OPEN CUT AT INTERSECTION OF WALSH AVE AND LAFAYETTE AVE

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

TRAFFIC CONTROL PLAN

HORIZONTAL SCALE: 1"=40' VERTICAL SCALE: NONE

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	TC		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TA		
AS BUILT BY			SHEET 41 OF 45

SHEET No. C-58

Plotted: Aug 06 , 2021 , 2:18pm by PMATHEW Last Saved: Aug 06 , 2021 , 1:31pm by SJOTHIKR
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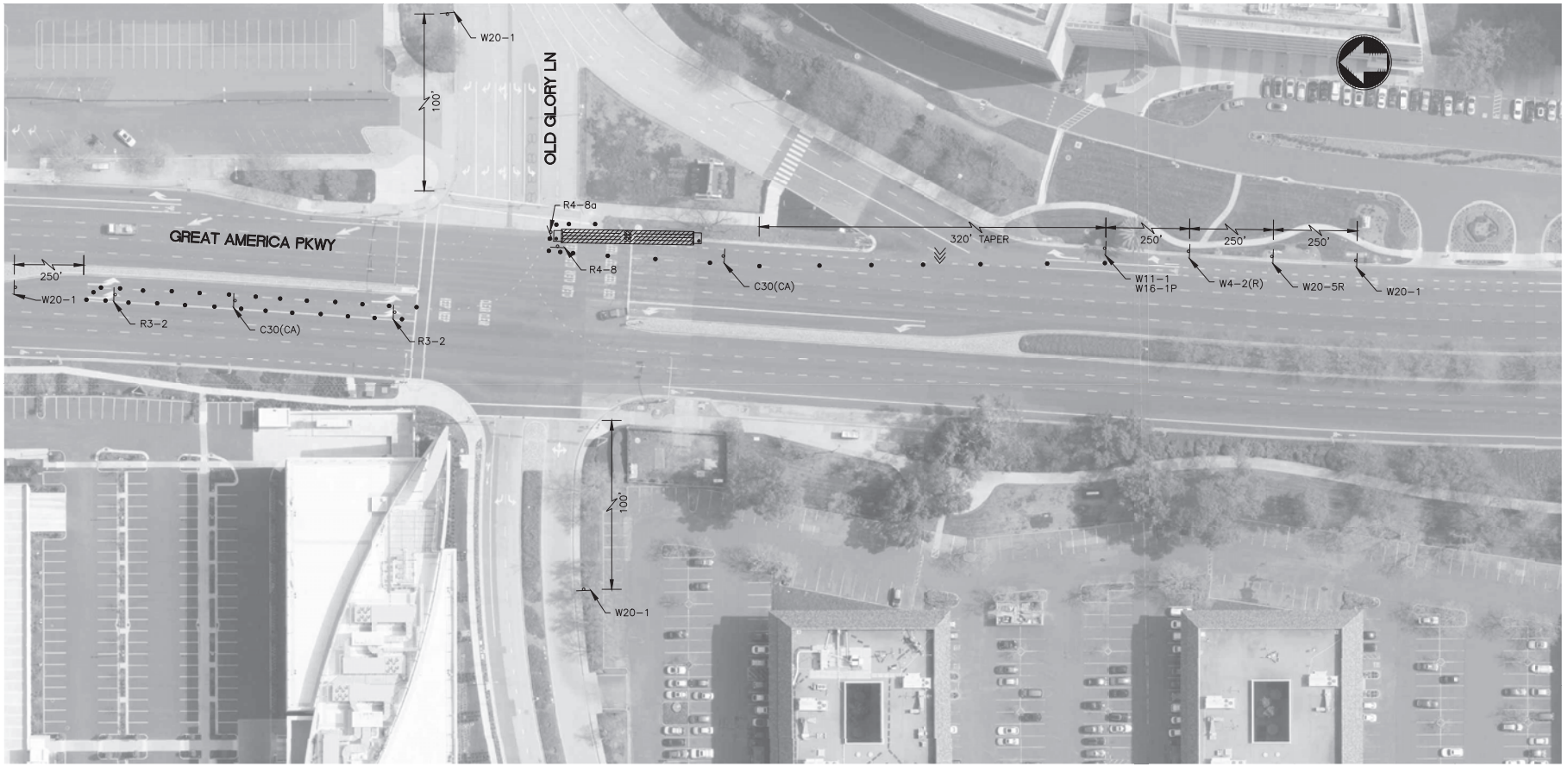
Xref: | C-TTBL | W-ABS_SA | C-PROP-E | XREF1 | XREF2
SYSV: WSRETAIN=1, PSLTSCALE=1, LTSCALE=1



TRAFFIC CONTROL MEASURE #3:

CIPP AND OPEN CUT AT INTERSECTION OF OLD GLORY LN AND GREAT AMERICA PKWY

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

TRAFFIC CONTROL PLAN

HORIZONTAL SCALE: 1"=40' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	TC		TRACING No. 12350-D
DRAWN BY	OP		
CHECKED BY	TA		
AS BUILT BY			SHEET 42 OF 45

SHEET No. C-59

Plotted: Aug 06 , 2021 , 2:17pm by PMATSUO
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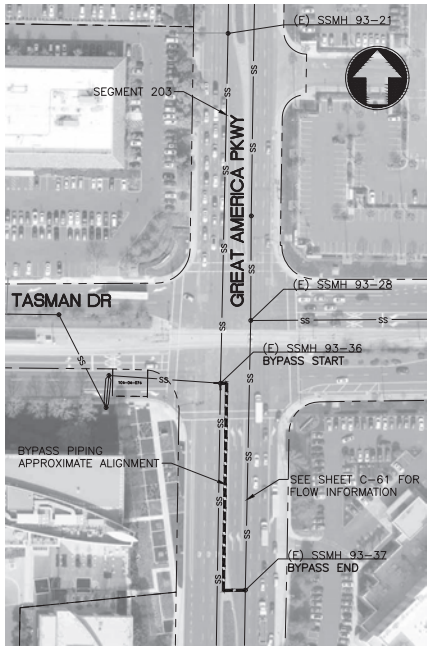
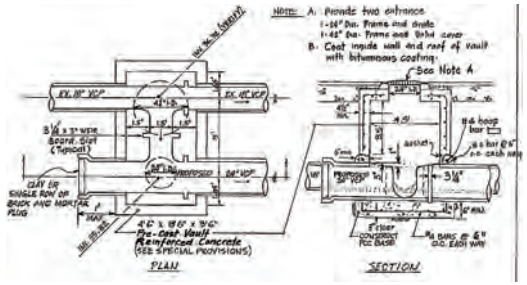
Last Saved: Aug 06 , 2021 , 1:30pm by SU079458
SYSV: WSRETAIN=1, PSLTSCALE=1, LTSCALE=1
Xref: | C-TITBL | W-ABS_TA | C-PROP-F | XREF1 | XREF2



GREAT AMERICA PKWY SUGGESTED BYPASSING PLAN
SCALE: 1" = 80'

MATHEW ST SUGGESTED BYPASSING PLAN
SCALE: 1" = 80'

NOTES:
1. BYPASS PLAN SHOWN ON THIS SHEET IS SUGGESTED. CONTRACTOR IS PERMITTED TO SUBMIT ALTERNATIVE BYPASS PLANS IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.
2. DETAILS OF BYPASS AND MODIFICATION THERETO SHALL CONFORM TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL CONFIRM FIELD CONDITIONS PRIOR TO INSTALLATION OF BYPASS EQUIPMENT.



1 / C-60 AS-BUILT SCHEMATIC DRAWING EXCERPT - SSMH 57-38 VAULT
N.T.S.

NOTE:
1. REFERENCE: CITY TRACING NO. 7880-D DATED JULY 1979.

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

SUGGESTED BYPASS PLAN

HORIZONTAL SCALE: 1"=80' VERTICAL SCALE:

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 43 OF 45

SHEET No. C-60

Plotted: Aug 06 , 2021 , 2:17pm by PMATHEW
File: C:\pwworking\mm\wtter_westwestat\jobs\7858h\d025152\C-60.dwg
Last Saved: Aug 06 , 2021 , 1:12pm by SJOTHI458
Project: \\Prod-Nas1.prod.local\Documents\Projects\504100094-Santa Clara Env Svcs Sewer Repairs 2021-2023\Drawings_Models\02_C_Civil\C-60.dwg
Xref: | C-TTBL | XREF1 | C-GRID-T | C-3A | C-PROP-T | 2020_CBC_Data | Vic-4652_54
STSK: WSRETAIN=1, PSLTSCALE=1, LTSCALE=1

PIPE SEGMENT ESTIMATED FLOW INFORMATION

SHEET #	US MH	DS MH	EXISTING PIPE DIAMETER (IN)	EXISTING PIPE MATERIAL	ESTIMATED AVERAGE DRY WEATHER FLOW (MGD)	ESTIMATED PEAK DRY WEATHER FLOW (MGD)	ESTIMATED MAX WET WEATHER FLOW (MGD)	PIPE PEAK FLOW CAPACITY (MGD)
C-23	56-30	56-21	12	VCP	0.19	0.26	0.29	0.91
C-23	57-38	57-58	18	VCP	0.00	0.00	0.00	12.24
C-24	57-58	57-40	18	VCP	0.00	0.00	0.00	12.24
C-25	57-40	57-23	18	VCP	0.00	0.01	0.00	8.69
C-33	56-58	57-59	15	VCP	1.22	2.26	4.38	4.43
C-33	56-59	57-51	30	VCP	1.22	2.26	4.40	5.89
C-33	57-51	57-52	30	VCP	1.22	2.26	4.40	5.95
C-34	57-52	57-53	30	VCP	1.22	2.26	4.40	5.94
C-35	57-53	57-54	30	VCP	1.22	2.26	4.40	6.03
C-38	93-37	93-28	15	VCP	2.22	13.92	18.72	16.05
C-38	93-28	93-27	39	RCP	2.26	14.02	18.83	26.68
C-38	93-27	93-20	39	RCP	2.26	14.02	18.83	23.59
C-39	93-20	93-5	39	RCP	2.26	14.02	18.83	19.21
C-39	93-5	103-27	39	RCP	2.30	14.37	19.13	20.12
C-40	103-27	103-24	39	RCP	2.30	14.37	19.14	17.27
C-40	103-24	103-23	39	RCP	2.30	14.37	19.14	47.52
C-40	103-23	103-21	39	RCP	3.27	14.80	19.33	24.88
C-42	103-14	103-9	42	RCP	3.66	10.50	11.03	15.10
C-48	114-13	114-12	42	RCP	6.37	18.12	22.04	24.79
C-49	104-8	114-13	42	RCP	6.37	18.12	22.04	24.75
C-50	104-14	104-8	42	RCP	6.37	18.12	22.04	24.75

SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

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User: | C-TTBL

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE	202103
ACCOUNT No.	XXXXXXXXXXXXXX

DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

BYPASSING FLOW INFORMATION

HORIZONTAL SCALE: NTS VERTICAL SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 44 OF 45

SHEET No. C-61

SYSV: VSRETAIN=1, PSLTSCALE=1, LTSCALE=1

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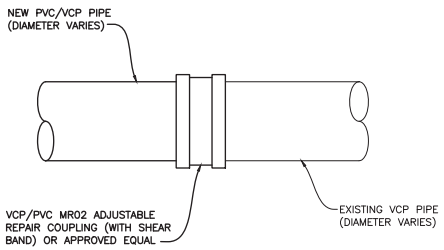
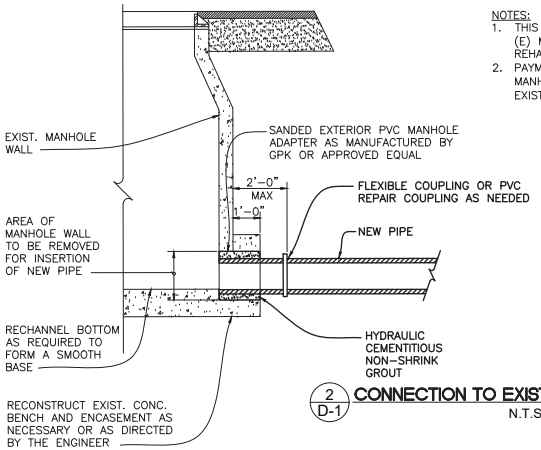
User: TS - CTRL



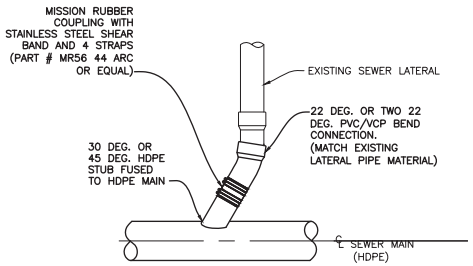
NOTES:
1. THIS DETAIL APPLIES TO ALL EXISTING SANITARY SEWER PIPE CONNECTIONS WHETHER REFERENCED OR NOT.
2. WHERE POSSIBLE, CONTRACTOR SHALL CONNECT TO EXISTING SANITARY SEWER THROUGH BELL AND SPIGOT ON ONE END OF PROPOSED OPEN CUT OR POINT REPAIR AND SHALL USE MISSION RUBBER ARC WITH SHEAR BAND FOR OPPOSITE CONNECTION TO EXISTING SANITARY SEWER IN ACCORDANCE WITH THIS DETAIL.

1 / D-1 **CONNECTION TO EXISTING VCP SANITARY SEWER DETAIL**
N.T.S.



NOTES:
1. THIS DETAIL APPLIES TO ALL CONNECTIONS TO (E) MANHOLES OR (E) MANHOLES TO BE REHABILITATED WHETHER REFERENCED OR NOT.
2. PAYMENT FOR CONNECTING INTO AN (E) MANHOLE SHALL BE PAID UNDER "CONNECT TO EXISTING SANITARY SEWER MANHOLE."

2 / D-1 **CONNECTION TO EXISTING MANHOLE DETAIL**
N.T.S.



3 / D-1 **EXISTING LATERAL CONNECTION INTO NEW HDPE MAIN**
N.T.S.

SHEET No. D-1

95% PLANS
NOT FOR CONSTRUCTION

30 0 10 20 40 60 80 100
GRAPHIC SCALE - USE WHEN PLAN IS REDUCED

MOTT MACDONALD

PROJECT No. CE 202103			
ACCOUNT No. XXXXXXXXXXXXXX			
DATE	No.	REVISION	BY

CITY OF SANTA CLARA
PUBLIC WORKS DEPARTMENT

ANNUAL SANITARY SEWER CONDITION ASSESSMENT REPAIRS - 2021 PROJECT

TYPICAL DETAILS

HORIZONTAL SCALE: N.T.S. VERTICAL SCALE: N.T.S.

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	Survey No. N/A
DESIGNED BY	KG/PR		TRACING No. 12350-D
DRAWN BY	MG		
CHECKED BY	TS		
AS BUILT BY			SHEET 45 OF 45

Specific Developments Included in the Future (2035) Scenario

ID	Development
0	Agilent entitlement
1	166 Saratoga
2	1890 ECR
3	2525 ECR
4	2585 ECR
5	3000 Bowers
6	3175 ECR
7	3303 Scott Blvd
8	4800 GAP
9	49er Stadium
10	Agnew Homes
11	Artrium Sr. Apt
12	BART
13	Bassett DC
14	Burton BlowDown
15	City Place 5
16	City Ventures
17	CLK Bldg
18	Condensa
19	CORE Apt
20	Coresite DC
21	DuPont Fabrous
22	Gateway Crossing
23	Franklin-Monroe-Benton
24	Hotel
25	Hotel
27	Lafayette DC
28	Laurelwood
29	Lawson Ln
30	LennarComm
31	Lowe Enterprise / Aria
32	Madison Place
33	Martin DC
34	Mission Campus
35	Mission DC
36	Mission TC
37	Monticello
38	NVIDIA
39	Oracle
40	Oracle
41	Pomeroy Houses
42	Prometheus
43	Prometheus Apt
44	Russel Houses

Specific Developments Included in the Future (2035) Scenario

ID	Development
45	SC Square
46	Scott Campus
47	SCU Graham Dorm
48	Freedom Circle
49	South Bay Dvpt
50	Space Park DC
51	Stevens Ck Dvpt
52	Streamline Circuit
53	SummerHill
54	SwimCtr
55	Valley Fair Exp
56	Vantage DC
57	Yahoo
58	Lawrence Station
59	Patrick Henry Drive
60	2901 Tasman
61	2305 Mission College
62	2825 Lafayette Street Data Center
63	651 Walsh Ave Data Center
64	2200 Lawson Lane development
65	2805 Bowers Avenue Data Center
66	2570 ECR
68	2780 ECR
69	3035 ECR
70	3131 Homestead development
71	3410 ECR
72	3625 Peterson Way development
73	3700, 3710 ECR (Gateway Village)
74	3045 Stender Way (Data Center)
75	Vantage V6 data center
76	Vantage V2 and V5 Data Center
77	ECR_CMU
78	1375 ECR
79	1480 Main Street
80	2855-2895 ECR
81	3501 ECR
82	CoreSite SV9 Data Center
83	McLaren Data Center
84	820 CivicCenterDr
85	275 Saratoga Avenue
86	1601 Civic Center Drive
87	3550 ECR
88	3155 ECR
89	960 Central Expressway

Specific Developments Included in the Future (2035) Scenario

ID	Development
90	3517 Ryder Street
91	Menlo Equities
92	River of Life Church
93	SCU MP
94	Agrihood
95	3001 Tasman Drive
96	3200 Scott Boulevard
97	2041 Mission College (MP Market Place)
98	Golden Cajun (OpenColo SC1) Data Center
99	3375 Scott Blvd
100	Tasman East Specific Plan
101	2330 Monroe Street
102	2201 Laurelwood Data Center
103	1200 Memorex Drive Data Center
104	Santa Clara Dual-Branded Hotel
105	950 Monroe Street
106	Kaiser Entitlement

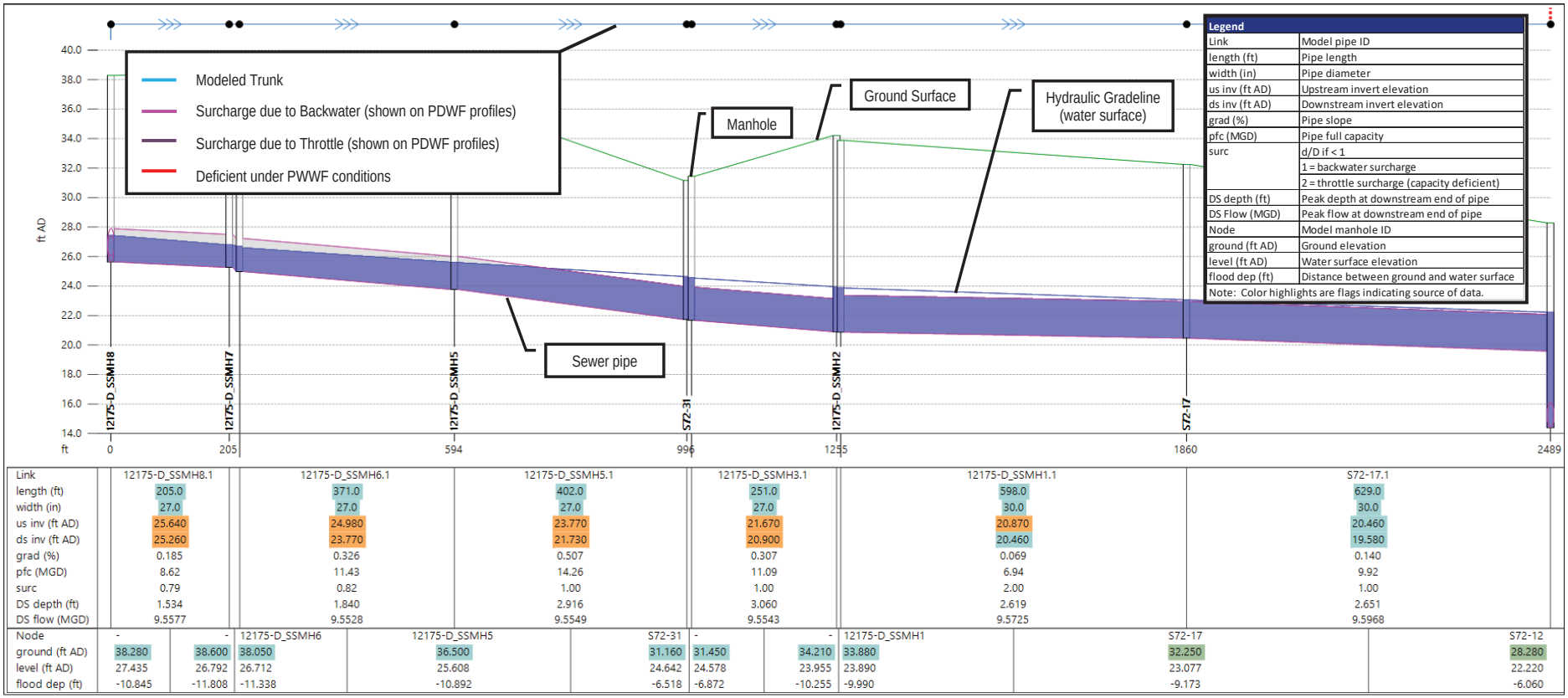
Addendum to
City of Santa Clara 2016
Sanitary Sewer Master Plan

Appendix A
Specific Developments Included in Future (2035) Scenario

\\woodardcurran.net\shared\Projects\RMC\SJ\149 SANTA CLARA\001096 Hydraulic Modeling Support July 2018\G. GIS\MXDs\AppendixA.mxd

Appendix B – Capacity Deficiency Profiles

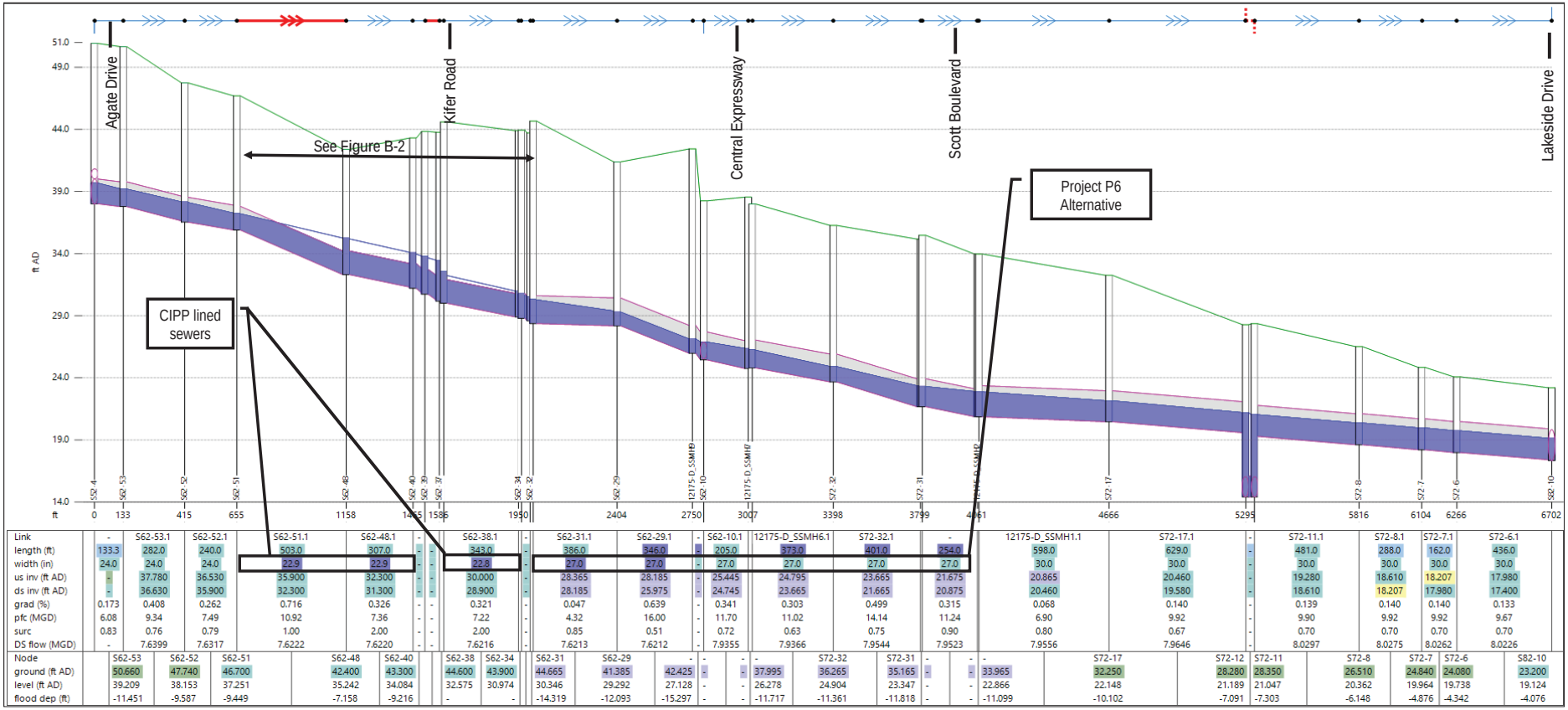
Example Model Hydraulic Profile



Legend	
Link	Model pipe ID
length (ft)	Pipe length
width (in)	Pipe diameter
us inv (ft AD)	Upstream invert elevation
ds inv (ft AD)	Downstream invert elevation
grad (%)	Pipe slope
pfc (MGD)	Pipe full capacity
surc	d/D if < 1
	1 = backwater surcharge
	2 = throttle surcharge (capacity deficient)
DS depth (ft)	Peak depth at downstream end of pipe
DS Flow (MGD)	Peak flow at downstream end of pipe
Node	Model manhole ID
ground (ft AD)	Ground elevation
level (ft AD)	Water surface elevation
flood dep (ft)	Distance between ground and water surface
Note: Color highlights are flags indicating source of data.	

Link	12175-D_SSMH8.1		12175-D_SSMH6.1	12175-D_SSMH5.1		12175-D_SSMH3.1		12175-D_SSMH1.1	S72-17.1	
length (ft)	205.0		371.0	402.0		251.0		598.0	629.0	
width (in)	27.0		27.0	27.0		27.0		30.0	30.0	
us inv (ft AD)	25.640		24.980	23.770		21.670		20.870	20.460	
ds inv (ft AD)	25.260		23.770	21.730		20.900		20.460	19.580	
grad (%)	0.185		0.326	0.507		0.307		0.069	0.140	
pfc (MGD)	8.62		11.43	14.26		11.09		6.94	9.92	
surc	0.79		0.82	1.00		1.00		2.00	1.00	
DS depth (ft)	1.534		1.840	2.916		3.060		2.619	2.651	
DS flow (MGD)	9.5577		9.5528	9.5549		9.5543		9.5725	9.5968	
Node	-	-	12175-D_SSMH6	12175-D_SSMH5	S72-31	-	-	12175-D_SSMH1	S72-17	S72-12
ground (ft AD)	38.280	38.600	38.050	36.500	31.160	31.450	34.210	33.880	32.250	28.280
level (ft AD)	27.435	26.792	26.712	25.608	24.642	24.578	23.955	23.890	23.077	22.220
flood dep (ft)	-10.845	-11.808	-11.338	-10.892	-6.518	-6.872	-10.255	-9.990	-9.173	-6.060

Figure B-1: Deficiency ID D6 Profile 1 of 2 (Existing PWWF) – Calabazas Creek Trunk



Link	-	S62-53.1	S62-52.1	S62-51.1	S62-48.1		S62-38.1	-	S62-31.1	S62-29.1	-	S62-10.1	12175-D_SSMH6.1	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	-	S72-11.1	S72-8.1	S72-7.1	S72-6.1
length (ft)	133.3	282.0	240.0	503.0	307.0	-	343.0	-	386.0	346.0	-	205.0	373.0	401.0	254.0	598.0	629.0	-	481.0	288.0	162.0	436.0
width (in)	24.0	24.0	24.0	22.9	22.9	-	22.8	-	27.0	27.0	-	27.0	27.0	27.0	27.0	30.0	30.0	-	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	-	28.365	28.185	-	25.445	24.795	23.665	21.675	20.865	20.460	-	19.280	18.610	18.207	17.980
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	-	28.185	25.975	-	24.745	23.665	21.665	20.875	20.460	19.580	-	18.610	18.207	17.980	17.400
grad (%)	0.173	0.408	0.262	0.716	0.326	-	0.321	-	0.047	0.639	-	0.341	0.303	0.499	0.315	0.068	0.140	-	0.139	0.140	0.140	0.133
pfc (MGD)	6.08	9.34	7.49	10.92	7.36	-	7.22	-	4.32	16.00	-	11.70	11.02	14.14	11.24	6.90	9.92	-	9.90	9.92	9.92	9.67
surc	0.83	0.76	0.79	1.00	2.00	-	2.00	-	0.85	0.51	-	0.72	0.63	0.75	0.90	0.80	0.67	-	0.70	0.70	0.70	0.70
DS flow (MGD)	-	7.6399	7.6317	7.6222	7.6220	-	7.6216	-	7.6213	7.6212	-	7.9355	7.9366	7.9544	7.9523	7.9556	7.9646	-	8.0297	8.0275	8.0262	8.0226

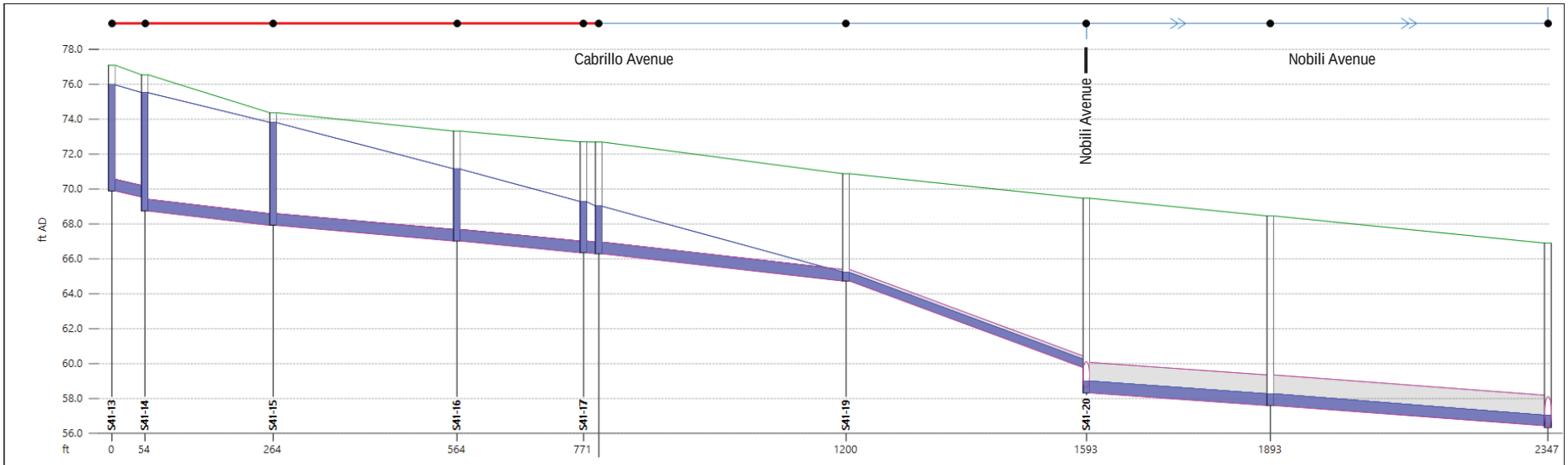
Node	S62-53	S62-52	S62-51	S62-48	S62-40	S62-38	S62-34	S62-31	S62-29	-	-	-	-	S72-32	S72-31	-	-	-	S72-17	S72-12	S72-11	S72-8	S72-7	S72-6	S82-10
ground (ft AD)	50.660	47.740	46.700	42.400	43.300	44.600	43.900	44.665	41.385	42.425	-	-	37.995	36.265	35.165	-	-	33.965	32.250	28.280	28.350	26.510	24.840	24.080	23.200
level (ft AD)	39.209	38.153	37.251	35.242	34.084	32.575	30.974	30.346	29.292	27.128	-	-	26.278	24.904	23.347	-	-	22.866	22.148	21.189	21.047	20.362	19.964	19.738	19.124
flood dep (ft)	-11.451	-9.587	-9.449	-7.158	-9.216	-	-	-14.319	-12.093	-15.297	-	-	-11.717	-11.361	-11.818	-	-	-11.099	-10.102	-7.091	-7.303	-6.148	-4.876	-4.342	-4.076

Figure B-2: Deficiency ID D6 Profile 2 of 2 (Existing PWWF) – Calabazas Creek Trunk

Link	S62-52.1	S62-51.1	S62-48.1	S62-40.1	S62-39.1	-	S62-38.1	-	-	-
length (ft)	240.0	503.0	307.0	55.0	66.0	-	343.0	-	40.0	-
width (in)	24.0	22.9	22.9	24.0	24.0	-	22.8	-	24.0	-
us inv (ft AD)	36.530	35.900	32.300	31.200	30.720	-	30.000	-	28.780	-
ds inv (ft AD)	35.900	32.300	31.300	30.820	30.270	-	28.900	-	28.650	-
grad (%)	0.262	0.716	0.326	0.691	0.682	-	0.321	-	0.325	-
pfc (MGD)	7.49	10.92	7.36	12.16	12.07	-	7.22	-	8.34	-
surc	0.79	1.00	2.00	1.00	1.00	-	2.00	-	0.95	-
DS flow (MGD)	7.6317	7.6222	7.6220	7.6219	7.6218	-	7.6216	-	7.6215	-

Node	S62-52	S62-51	S62-48	S62-40	S62-39	-	S62-38	S62-34	-	-
ground (ft AD)	47.740	46.700	42.400	43.300	43.830	43.770	44.600	43.900	-	-
level (ft AD)	38.153	37.251	35.242	34.084	33.788	33.440	32.575	30.974	-	-
flood dep (ft)	-9.587	-9.449	-7.158	-9.216	-10.042	-	-12.025	-12.926	-	-

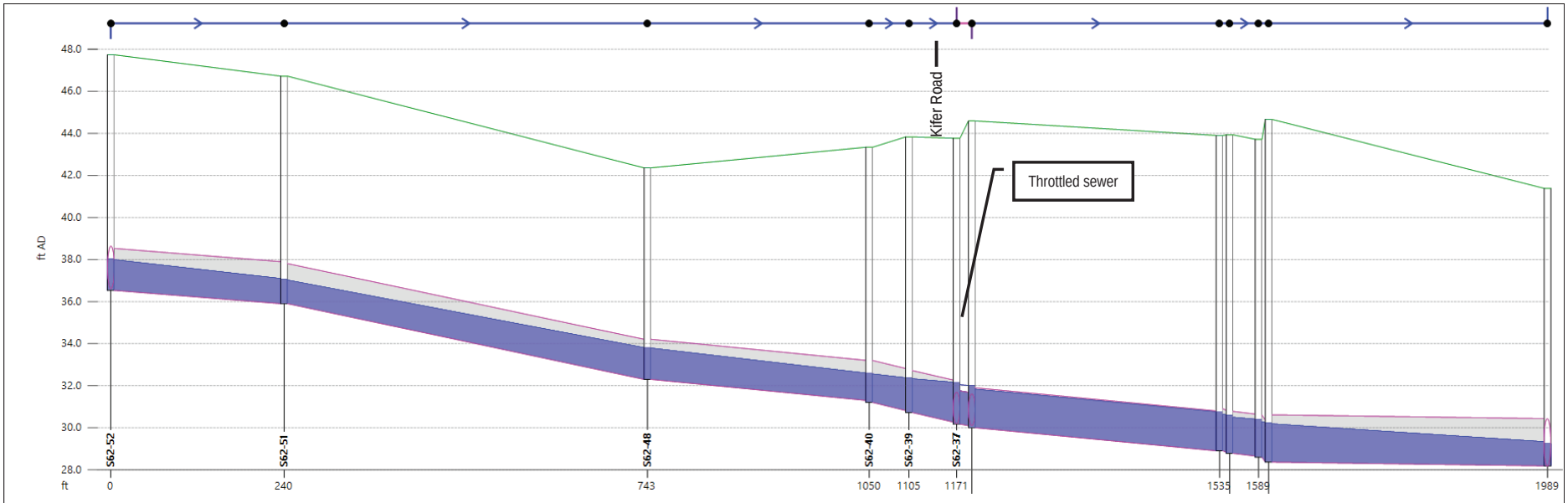
Figure B-3: Deficiency ID D3 Profile (Existing PWWF) – Cabrillo Avenue



Link	-	S41-14.1	S41-15.1	S41-16.1	-	S41-18.1	S41-19.1	S41-20.1	S41-9.1
length (ft)	54.0	209.6	300.3	207.0	-	404.0	392.9	300.6	453.2
width (in)	8.0	8.0	8.0	8.0	-	8.0	8.0	21.0	21.0
us inv (ft AD)	-	68.740	67.920	67.020	-	66.290	64.730	58.320	57.600
ds inv (ft AD)	-	67.920	67.020	66.350	-	64.730	59.770	57.600	56.440
grad (%)	0.648	0.391	0.300	0.324	-	0.386	1.262	0.240	0.256
pfc (MGD)	0.63	0.49	0.43	0.44	-	0.49	0.88	5.01	5.18
surc	2.00	2.00	2.00	2.00	-	2.00	0.72	0.38	0.38
DS depth (ft)	5.990	5.899	4.139	2.933	-	0.511	0.480	0.664	0.598
DS flow (MGD)	-	0.6920	0.7227	0.7290	-	0.7401	0.7510	1.5513	1.5744

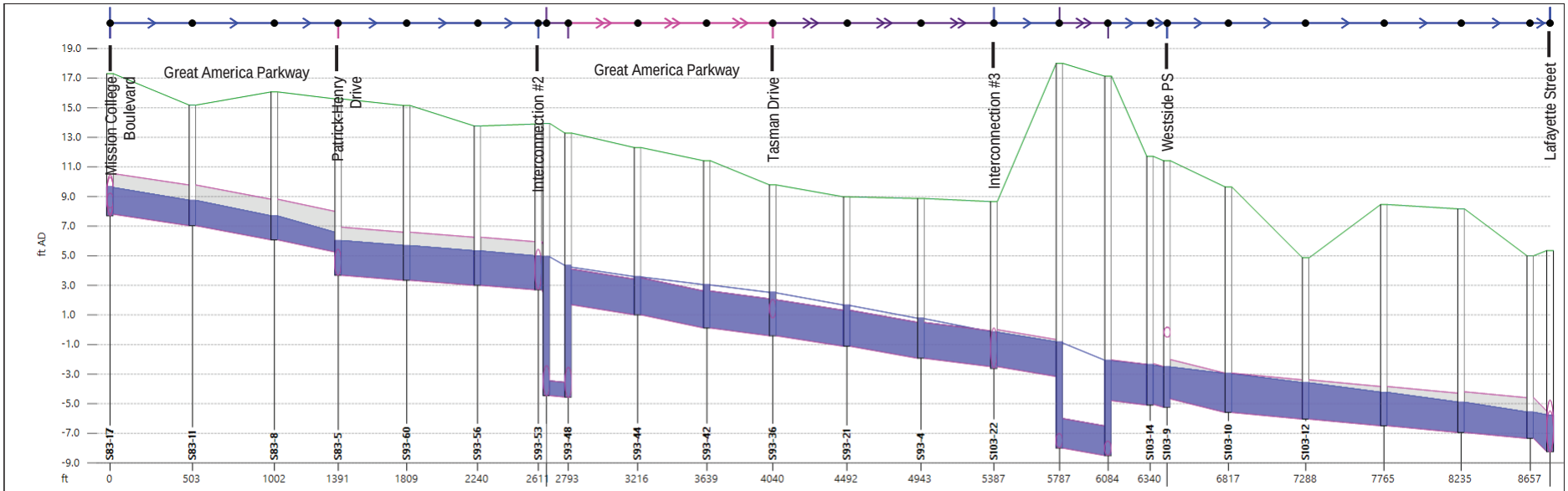
Node	S41-14	S41-15	S41-16	S41-17	S41-18	S41-19	S41-20	S41-9	S51-69
ground (ft AD)	76.540	74.370	73.320	72.700	72.690	70.880	69.470	68.460	66.900
level (ft AD)	75.528	73.818	71.157	69.281	69.028	65.224	58.992	58.264	57.038
flood dep (ft)	-1.012	-0.552	-2.163	-3.419	-3.662	-5.656	-10.478	-10.196	-9.862

Figure B-4: Deficiency ID D6 (Future PDWF) – Calabazas Creek Trunk



Link		S62-52.1		S62-51.1		S62-48.1		-	S62-39.1	-		S62-38.1		-		S62-31.1	
length (ft)		240.0		503.0		307.0		55.0	66.0	-		343.0		40.0		386.0	
width (in)		24.0		22.9		22.9		24.0	24.0	-		22.8		24.0		27.0	
us inv (ft AD)		36.530		35.900		32.300		31.200	30.720	-		30.000		-		28.365	
ds inv (ft AD)		35.900		32.300		31.300		30.820	30.270	-		28.900		-		28.185	
grad (%)		0.262		0.716		0.326		0.691	0.682	-		0.321		-		0.047	
pfc (MGD)		7.49		10.92		7.36		12.16	12.07	-		7.22		8.34		4.32	
surc		0.73		0.79		0.78		0.78	0.94	-		0.98		0.87		0.81	
DS flow (MGD)		7.0852		7.0833		7.0760		7.0736	7.0721	-		7.0708		-		7.0705	
Node	S62-52		S62-51		S62-48		S62-40	-		-	S62-38		S62-34	-	-	S62-31		S62-29
ground (ft AD)	47.740		46.720		42.360		43.340	-		-	44.590		43.900	-	-	44.665		41.385
level (ft AD)	38.028		37.051		33.803		32.590	-		-	32.003		30.744	-	-	30.237		29.245
flood dep (ft)	-9.712		-9.669		-8.557		-10.750	-		-	-12.587		-13.156	-	-	-14.428		-12.140

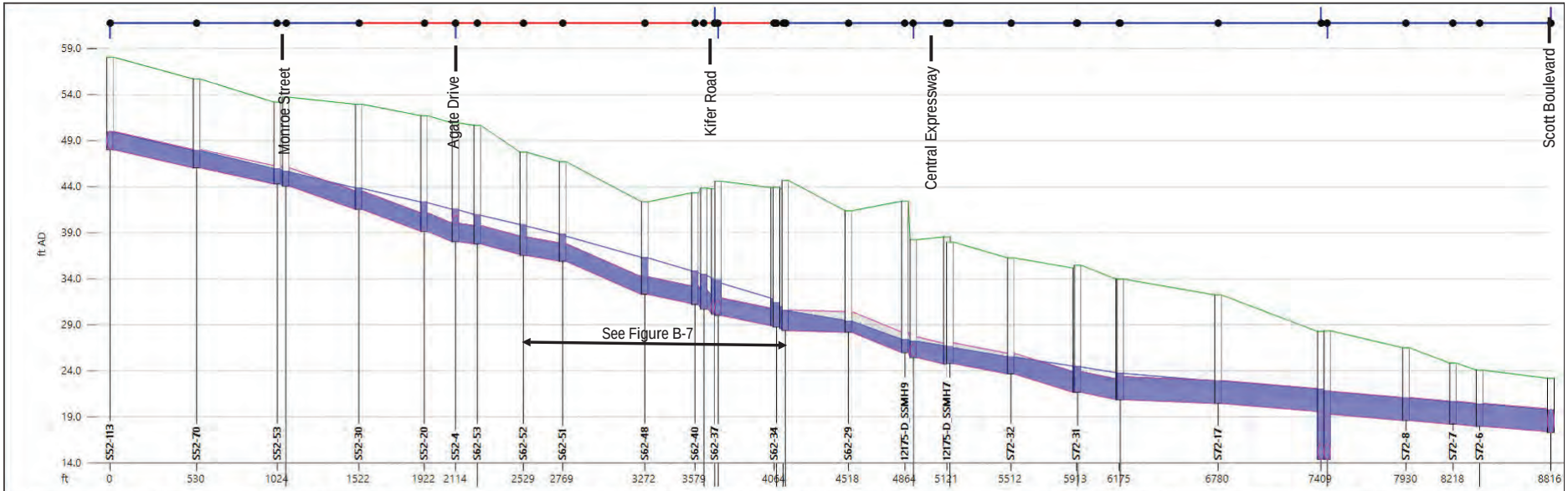
Figure B-5: Deficiency ID D8 (Future PDWF) – Great America Parkway West Trunk



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	28.9	30.0	30.0	29.2	29.2	29.1	30.0	24.0	33.0	-	31.9	31.9	31.9	31.9	33.0	-
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-4.670	-5.590	-6.040	-6.490	-6.940	-
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.246	0.095	0.094	0.096	0.095	-
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	9.66	12.16	9.64	9.78	10.45	8.67	10.85	6.01	11.70	-	15.48	9.65	9.60	9.66	10.53	-
surc	0.66	0.62	0.59	0.72	0.72	0.71	-	1.00	1.00	1.00	2.00	2.00	2.00	0.93	2.00	1.00	-	0.99	0.98	0.92	0.85	0.74	-
DS flow (MGD)	10.5018	10.5518	10.5925	13.1354	13.2295	13.3263	-	9.5202	9.4834	9.4727	10.5056	10.7272	10.7296	10.5360	9.1486	10.5341	-	10.9504	10.9496	10.9489	10.9485	10.9483	-

Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	S93-48	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	S103-19	-	-	-	S103-10	S103-12	S104-24	S104-26	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	13.290	12.310	11.420	9.790	8.980	8.870	8.660	18.000	17.130	-	-	9.650	4.860	8.460	8.170	5.000
level (ft AD)	9.659	8.743	7.690	6.029	5.690	5.330	-	4.342	3.590	3.047	2.527	1.667	0.775	-0.145	-0.826	-2.071	-	-	-2.962	-3.579	-4.225	-4.892	-5.562
flood dep (ft)	-	-6.437	-8.380	-9.571	-9.460	-8.440	-	-8.948	-8.720	-8.373	-7.263	-7.313	-8.095	-8.805	-18.826	-	-	-	-12.612	-8.439	-12.685	-13.062	-

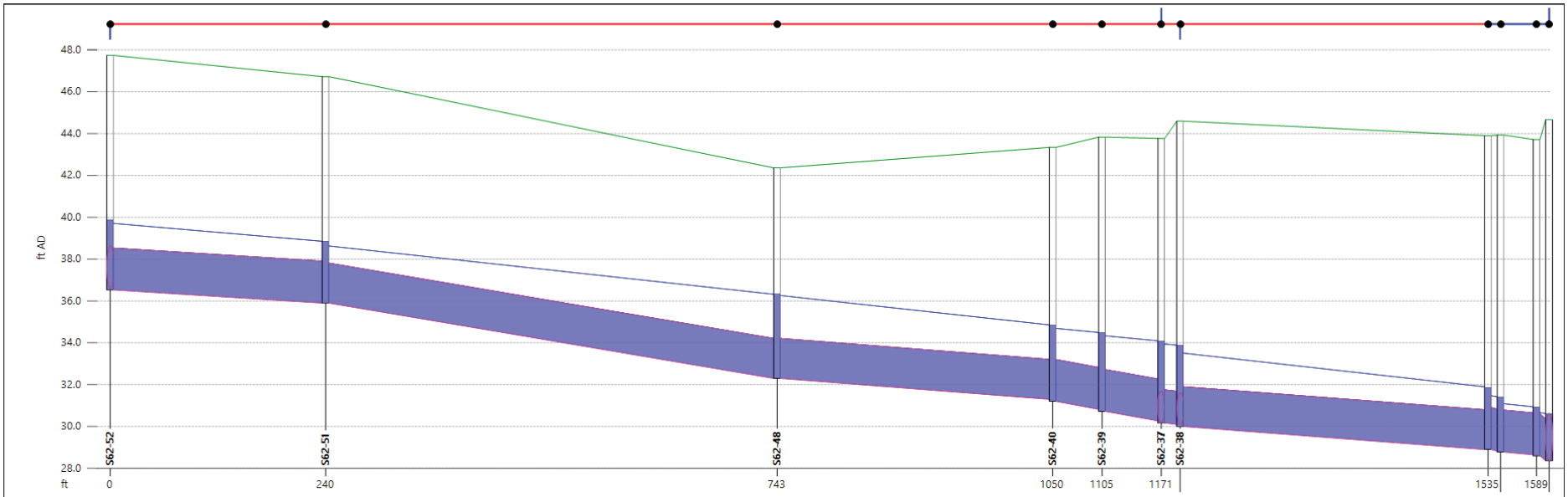
Figure B-6: Deficiency ID D6 (Future PWWF) – Calabazas Creek Trunk



Link	S52-113.1	S52-70.1	S52-52.1	S52-30.1	-	-	S62-53.1	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1
length (ft)	530.0	494.0	446.0	400.0	192.0	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0
width (in)	24.0	24.0	24.0	24.0	24.0	-	24.0	24.0	22.9	22.9	-	22.8	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	48.015	46.045	44.065	41.530	-	-	37.780	36.530	35.900	32.300	-	30.000	28.365	28.185	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980
ds inv (ft AD)	46.045	44.285	41.530	39.150	-	-	36.630	35.900	32.300	31.300	-	28.900	28.185	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400
grad (%)	0.372	0.356	0.568	0.595	0.594	-	0.408	0.262	0.716	0.326	-	0.321	0.047	0.639	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133
pfc (MGD)	8.92	8.73	11.02	11.28	11.27	-	9.34	7.49	10.92	7.36	-	7.22	4.32	16.00	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67
surc	0.95	0.92	1.00	1.00	1.00	-	1.00	2.00	1.00	2.00	-	2.00	0.94	0.64	0.88	0.82	1.00	1.00	2.00	0.97	0.98	0.97	0.97	0.96
DS flow (MGD)	8.8474	8.8421	8.8392	8.8392	-	-	8.6903	8.6902	8.6902	8.6902	-	8.6901	8.6901	8.6912	-	9.7859	9.7698	9.7676	9.7740	9.7852	9.9064	9.9026	-	9.8964

Node	-	S52-70	-	-	S52-30	S52-20	-	-	-	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-
ground (ft AD)	-	55.695	53.185	-	52.950	51.710	-	-	-	46.720	42.360	-	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-
level (ft AD)	-	47.906	45.926	-	43.855	42.325	-	-	-	38.835	36.315	-	-	-	-	29.381	-	-	-	25.513	-	-	-	23.743	22.894	22.002	-	21.060	-	20.391	-
flood dep (ft)	-8.125	-7.789	-7.259	-	-9.095	-9.385	-	-	-7.872	-7.885	-6.045	-	-	-	-	-12.004	-	-	-	-10.752	-	-	-	-10.222	-9.356	-6.278	-6.556	-5.450	-	-3.689	-

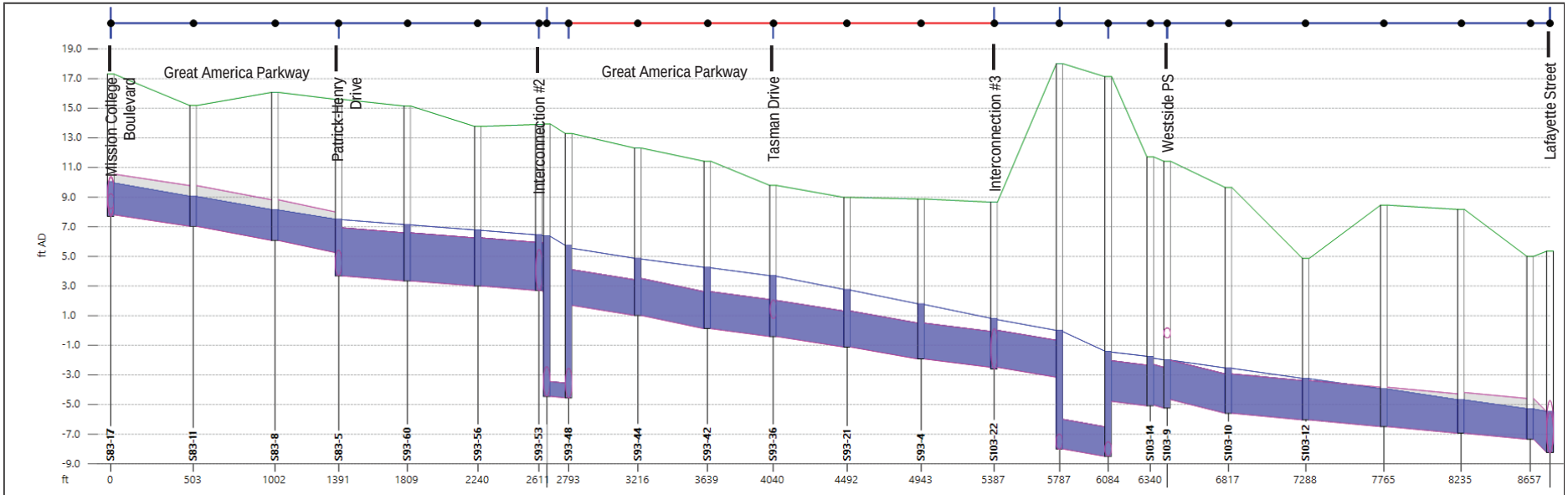
Figure B-7: Deficiency ID D6 (Future PWWF) 2 of 2 – Calabazas Creek Trunk



Link	S62-52.1	S62-51.1	S62-48.1	S62-40.1	S62-39.1	-	S62-38.1	-	-	-
length (ft)	240.0	503.0	307.0	55.0	66.0	-	343.0	-	40.0	-
width (in)	24.0	22.9	22.9	24.0	24.0	-	22.8	-	24.0	-
us inv (ft AD)	36.530	35.900	32.300	31.200	30.720	-	30.000	-	28.780	-
ds inv (ft AD)	35.900	32.300	31.300	30.820	30.270	-	28.900	-	28.650	-
grad (%)	0.262	0.716	0.326	0.691	0.682	-	0.321	-	0.325	-
pfc (MGD)	7.49	10.92	7.36	12.16	12.07	-	7.22	-	8.34	-
surc	2.00	1.00	2.00	1.00	1.00	-	2.00	-	2.00	-
DS flow (MGD)	8.6902	8.6902	8.6902	8.6902	8.6901	-	8.6901	-	8.6901	-

Node	S62-52	S62-51	S62-48	S62-40	S62-39	-	S62-38	S62-34	-	-
ground (ft AD)	47.740	46.720	42.360	43.340	43.830	-	44.590	43.900	-	-
level (ft AD)	39.868	38.835	36.315	34.837	34.475	-	33.876	31.852	-	-
flood dep (ft)	-7.872	-7.885	-6.045	-8.503	-9.355	-	-10.714	-12.048	-	-

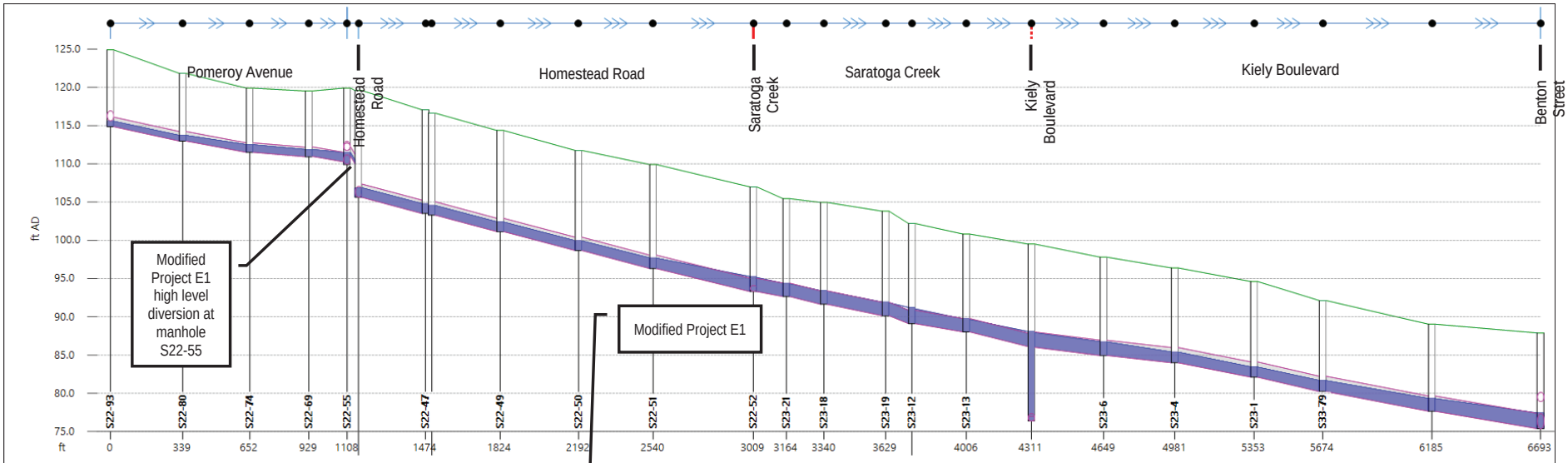
Figure B-8: Deficiency ID D8 (Future PWWF) – Great America Parkway West Trunk



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	28.9	30.0	30.0	29.2	29.2	29.1	30.0	24.0	33.0	-	31.9	31.9	31.9	31.9	33.0	-
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-4.670	-5.590	-6.040	-6.490	-6.940	-
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.246	0.095	0.094	0.096	0.095	-
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	9.66	12.16	9.64	9.78	10.45	8.67	10.85	6.01	11.70	-	15.48	9.65	9.60	9.66	10.53	-
surc	0.78	0.75	0.82	1.00	1.00	1.00	-	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	-	1.00	2.00	2.00	0.95	0.81	-
DS flow (MGD)	13.0322	13.0434	13.0451	14.8665	14.9442	15.0245	-	9.7071	9.6677	9.6535	10.8412	11.0787	11.0786	11.2079	9.7322	11.2079	-	11.7517	11.7519	11.7526	11.7541	11.7567	-

Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	S103-19	-	-	-	S103-10	S103-12	S104-24	S104-26	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	13.290	12.310	11.420	9.790	8.980	8.870	8.660	18.000	17.130	-	-	9.650	4.860	8.460	8.170	5.000
level (ft AD)	-	9.047	8.144	7.499	7.147	6.782	-	5.737	4.862	4.256	3.694	2.766	1.796	0.790	0.001	-1.409	-	-	-2.534	-3.236	-3.949	-4.689	-5.292
flood dep (ft)	-	-6.133	-7.926	-8.101	-8.003	-6.988	-	-7.553	-7.448	-7.164	-6.096	-6.214	-7.074	-7.870	-17.999	-	-	-	-12.184	-8.096	-12.409	-12.859	-

Figure B-9: Modified Project E1 (Future PWWF) – Pomeroy Avenue, Homestead Road, and Kiely Boulevard Trunks

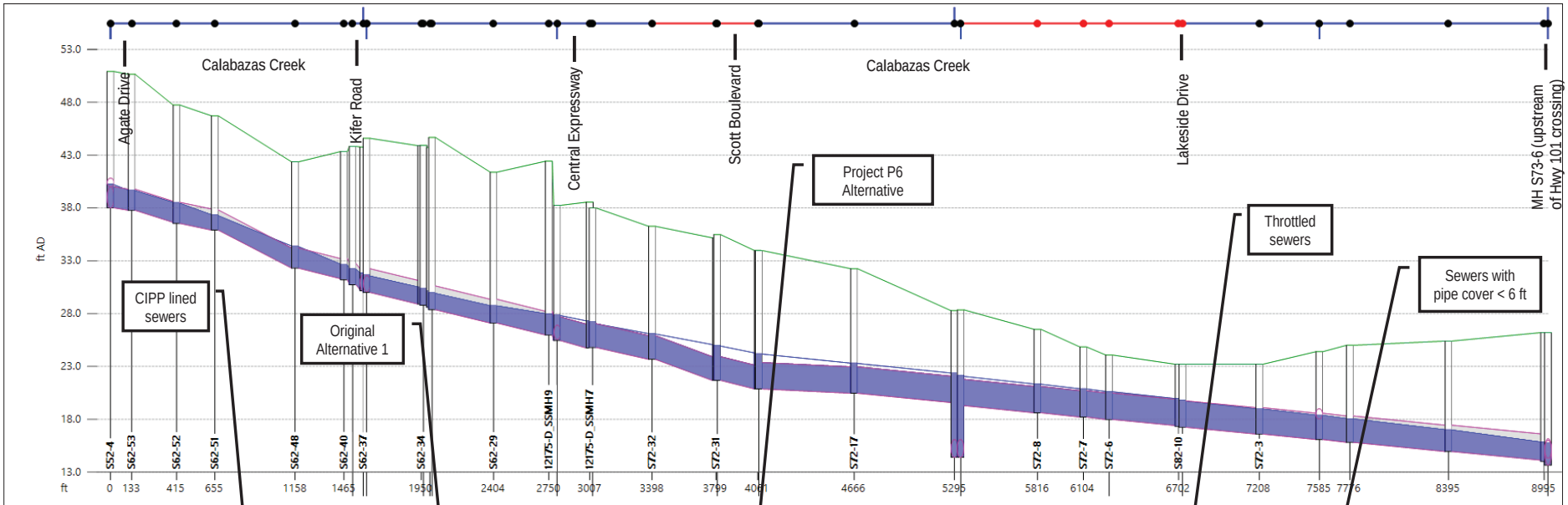


Link	S22-93.1	S22-80.1	S22-74.1	-	-	S22-46.1	S22-48.1	S22-49.1	S22-50.1	S22-51.1	-	-	S23-18.1	-	S23-12.1	S23-13.1	S23-14.1	S23-6.1	S23-4.1	S23-1.1	S33-79.1	S33-75.1
length (ft)	338.7	313.6	276.3	179.5	-	313.4	320.0	367.0	348.7	468.9	154.8	175.6	289.0	-	254.5	304.8	337.8	332.9	371.5	320.9	511.1	508.0
width (in)	15.0	15.0	15.0	15.0	-	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	21.0	24.0	24.0	24.0	24.0	24.0	24.0
us inv (ft AD)	114.860	112.980	111.500	-	-	105.617	103.299	101.140	98.663	96.310	-	92.650	91.640	-	89.110	88.030	86.010	84.940	83.990	82.110	80.230	77.650
ds inv (ft AD)	112.980	111.500	110.930	-	-	103.502	101.140	98.663	96.310	93.300	-	91.640	90.150	-	88.030	86.110	84.940	83.990	82.110	80.230	77.650	75.380
grad (%)	0.555	0.472	0.206	0.401	-	0.675	0.675	0.675	0.675	0.642	0.420	0.575	0.515	-	0.424	0.630	0.317	0.285	0.506	0.586	0.505	0.447
pfc (MGD)	3.11	2.87	1.90	2.64	-	8.41	8.41	8.41	8.41	8.21	6.64	7.77	7.35	9.43	6.67	8.13	8.23	7.81	10.40	11.19	10.39	9.77
surc	0.59	0.80	0.79	0.97	-	0.73	0.73	0.73	0.79	1.00	2.00	1.00	1.00	1.00	2.00	1.00	0.95	0.88	0.69	0.72	0.83	1.00
DS depth (ft)	0.732	1.000	0.934	1.207	-	1.281	1.270	1.274	1.378	1.971	1.733	1.786	1.774	-	1.710	1.974	1.781	1.405	1.333	1.437	1.665	2.054
DS flow (MGD)	1.8298	1.8342	1.8372	1.9029	-	7.0484	7.0484	7.0484	7.1208	7.1217	-	7.1225	7.1235	-	7.3183	7.3202	8.4186	8.4184	8.4293	8.5371	8.6366	8.6958

Node	-	S22-80	S22-74	S22-69	-	-	-	-	S22-49	S22-50	S22-51	S22-52	-	S23-18	-	-	S23-13	S23-14	S23-6	S23-4	S23-1	S33-79	S33-75	S33-63
ground (ft AD)	-	121.830	119.900	-	-	-	-	-	114.370	111.750	109.910	106.990	-	-	-	-	100.820	99.510	97.800	96.390	94.620	92.130	89.040	87.890
level (ft AD)	-	113.712	112.499	-	-	-	-	-	102.407	99.934	97.685	95.260	-	93.418	-	-	89.731	88.061	86.719	85.393	83.441	81.665	79.313	77.431
flood dep (ft)	-	-8.118	-7.401	-7.666	-	-	-	-	-11.963	-11.816	-12.225	-11.730	-	-11.532	-	-	-11.089	-11.449	-11.081	-10.997	-11.179	-10.465	-9.727	-10.459

Appendix C – Capacity Improvement Alternatives Profiles

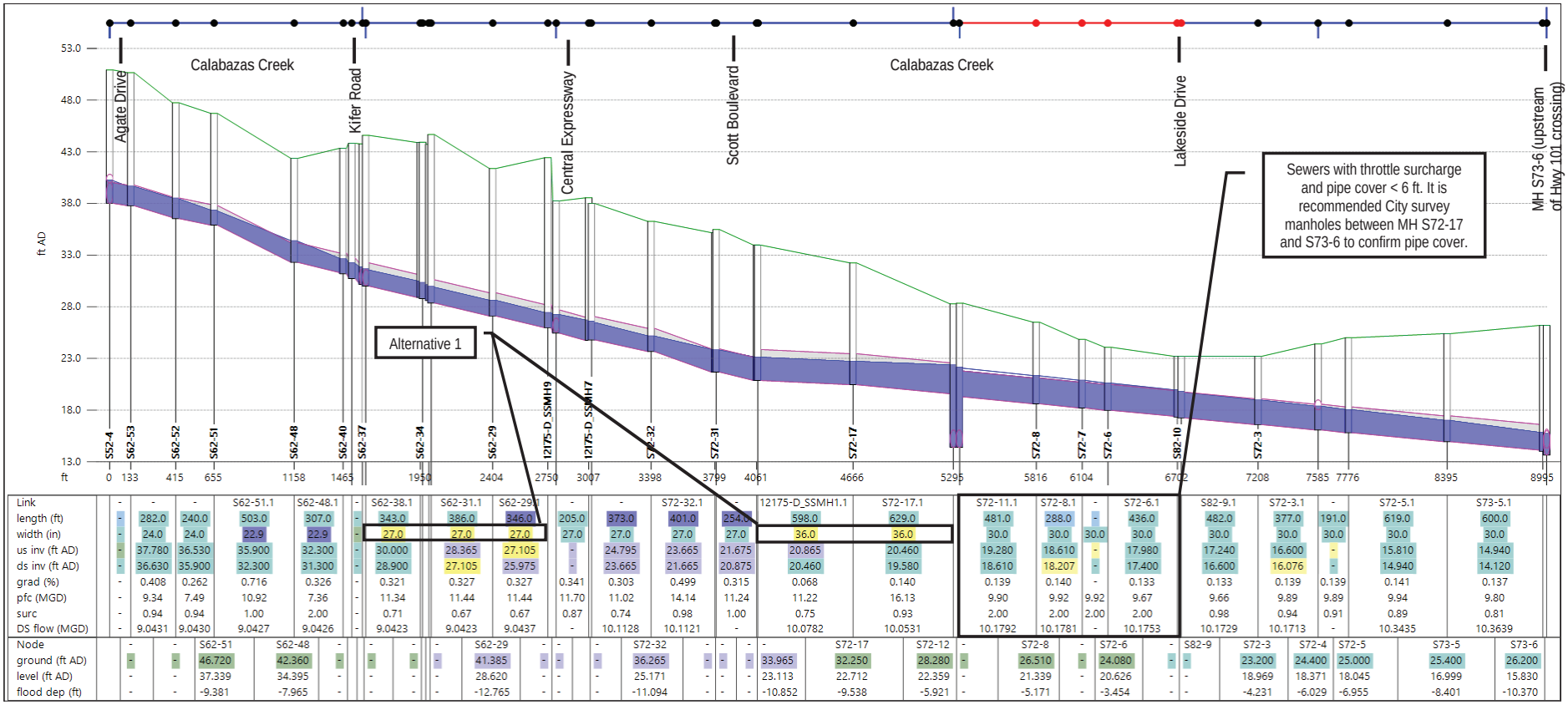
Figure C-1: Original Alternative 1 Profile Calabazas Creek Trunk (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1		S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	-	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	303.0	307.0		343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9		27.0	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300		30.000	28.365	27.105	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300		28.900	27.105	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326		0.321	0.327	0.327	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36		11.34	11.44	11.44	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.94	0.94	1.00	2.00		0.72	0.73	0.89	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	0.98	0.94	0.91	0.89	0.81
DS flow (MGD)	-	9.0432	9.0431	9.0427	9.0427		9.0415	9.0347	9.0198	-	10.0097	10.0151	-	10.0319	10.0558	10.1813	10.1796	-	10.1761	10.1732	10.1713	-	10.3429	10.3631

Node	-	-	S62-51	S62-48	-	-	-	S62-29	-	-	-	S72-32	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.339	34.395	-	-	-	28.741	-	-	-	26.104	-	-	-	24.202	23.307	22.358	-	21.339	-	20.626	-	-	18.969	18.371	18.045	16.999	15.830
flood dep (ft)	-	-	-9.381	-7.965	-	-	-	-12.644	-	-	-	-10.161	-	-	-	-9.763	-8.943	-5.922	-	-5.171	-	-3.454	-	-	-4.231	-6.029	-6.955	-8.401	-10.370

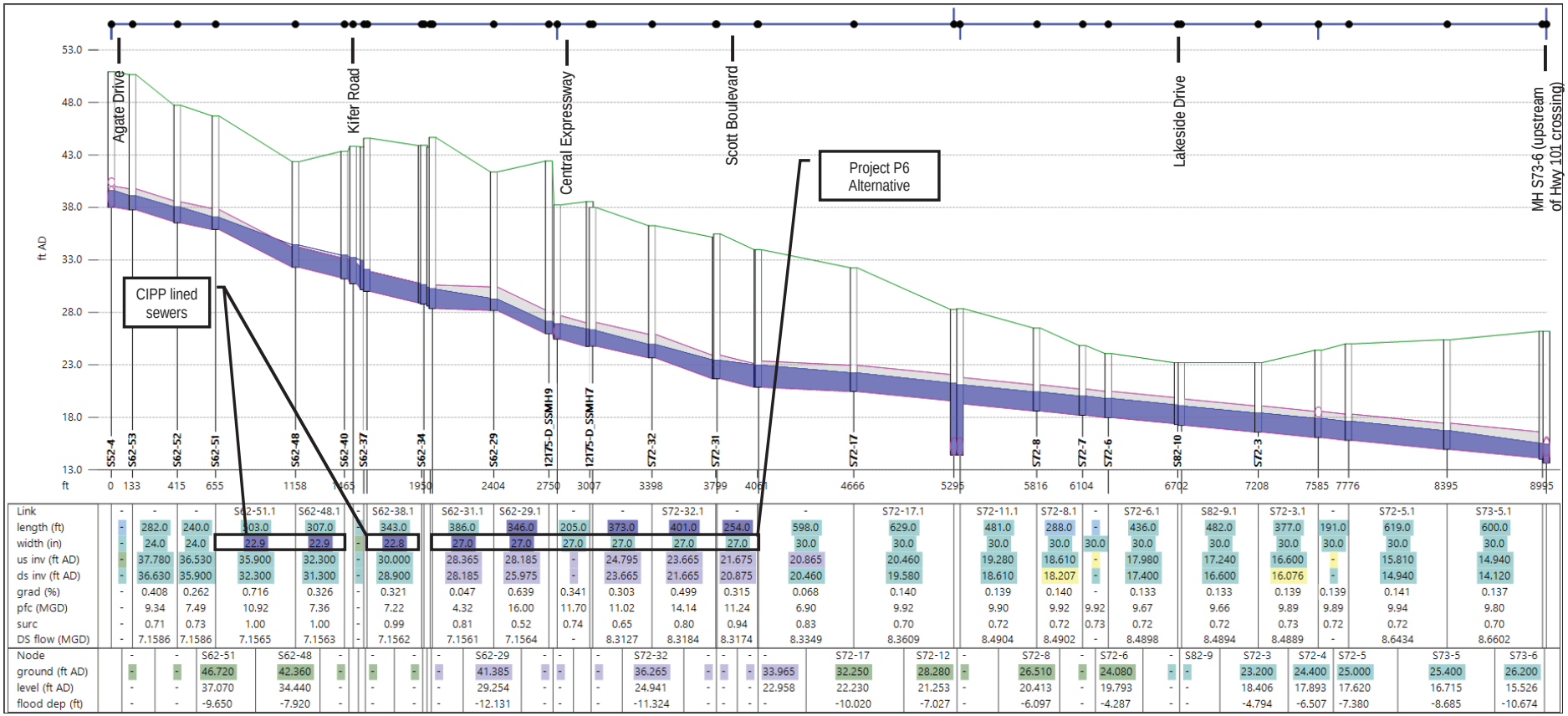
Figure C-2: Final Alternative 1 Profile Calabazas Creek Trunk (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	27.0	27.0	27.0	27.0	27.0	27.0	27.0	36.0	36.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	27.105	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	27.105	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.327	0.327	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	11.34	11.44	11.44	11.70	11.02	14.14	11.24	11.22	16.13	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.94	0.94	1.00	2.00	-	0.71	0.67	0.67	0.87	0.74	0.98	1.00	0.75	0.93	2.00	2.00	2.00	2.00	0.98	0.94	0.91	0.89	0.81
DS flow (MGD)	-	9.0431	9.0430	9.0427	9.0426	-	9.0423	9.0423	9.0437	-	10.1128	10.1121	-	10.0782	10.0531	10.1792	10.1781	-	10.1753	10.1729	10.1713	-	10.3435	10.3639

Node	-	-	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	S72-32	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.339	34.395	-	-	-	-	28.620	-	-	-	25.171	-	-	-	23.113	22.712	22.359	-	21.339	-	20.626	-	-	18.969	18.371	18.045	16.999	15.830
flood dep (ft)	-	-	-9.381	-7.965	-	-	-	-	-12.765	-	-	-	-11.094	-	-	-	-10.852	-9.538	-5.921	-	-5.171	-	-3.454	-	-	-4.231	-6.029	-6.955	-8.401	-10.370

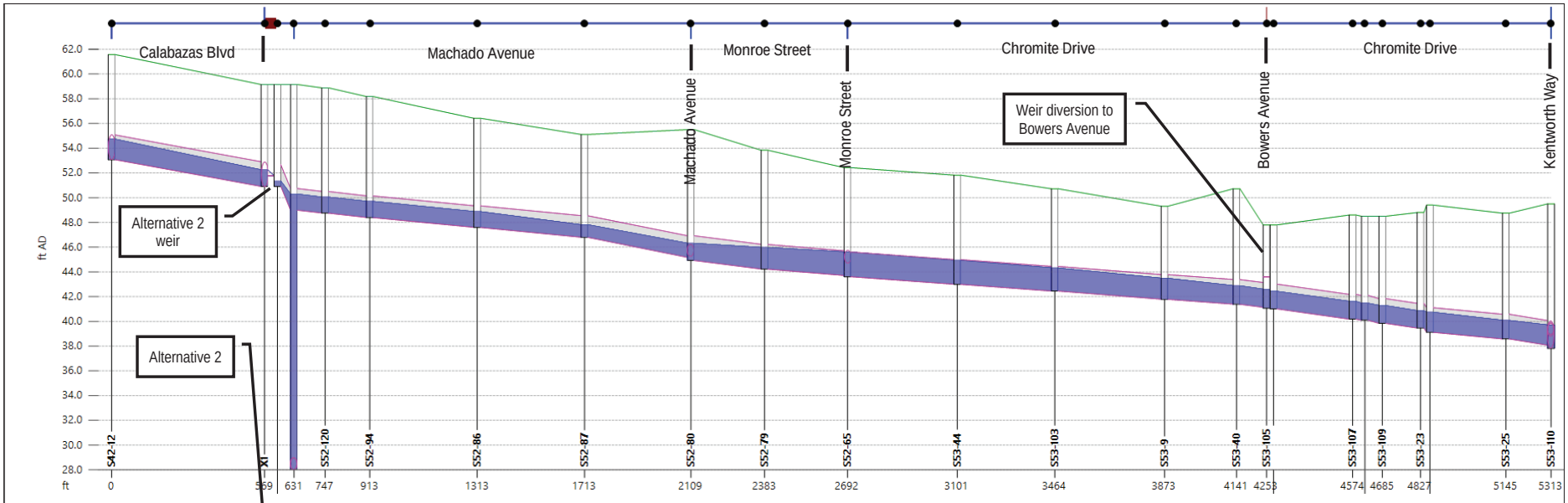
Figure C-3: Alternative 2 Profile Calabazas Creek Trunk (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	-	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	303.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	22.8	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	28.185	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	28.185	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.047	0.639	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	7.22	4.32	16.00	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.71	0.73	1.00	1.00	-	0.99	0.81	0.52	0.74	0.65	0.80	0.94	0.83	0.70	0.72	0.72	0.73	0.72	0.72	0.73	0.72	0.72	0.70
DS flow (MGD)	-	7.1586	7.1586	7.1565	7.1563	-	7.1562	7.1561	7.1564	-	8.3127	8.3184	8.3174	8.3349	8.3609	8.4904	8.4902	-	8.4898	8.4894	8.4889	-	8.6434	8.6602

Node	-	-	S62-51	S62-48	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.070	34.440	-	-	-	29.254	-	-	-	24.941	-	-	-	22.958	22.230	21.253	-	20.413	-	19.793	-	-	18.406	17.893	17.620	16.715	15.526
flood dep (ft)	-	-	-9.650	-7.920	-	-	-	-12.131	-	-	-	-11.324	-	-	-	-	-10.020	-7.027	-	-6.097	-	-4.287	-	-	-4.794	-6.507	-7.380	-8.685	-10.674

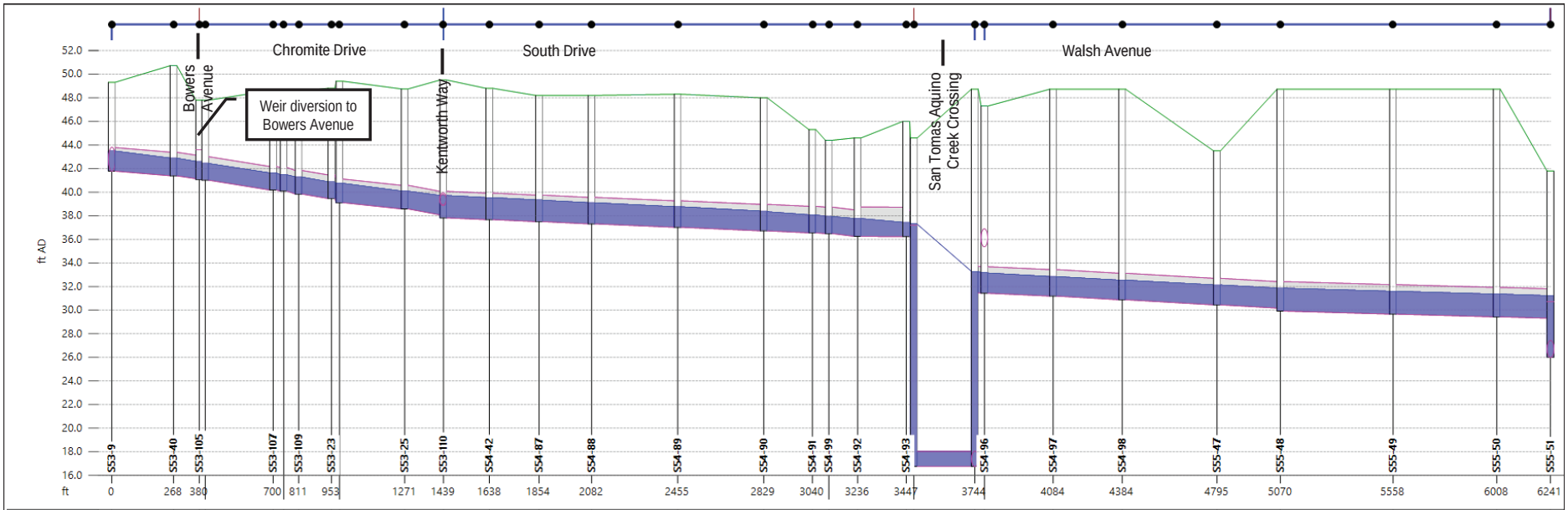
Figure C-4: Alternative 2 Profile Machado Avenue and Chromite Drive Trunks (Future 2035 PWWF)



Link	S42-12.1	-	-	-	-	S52-94.1	S52-86.1	S52-87.1	S52-80.1	S52-79.1	S52-65.1	S53-44.1	S53-103.1	S53-9.1	-	S53-106.2	-	-	-	S53-24.1	-
length (ft)	569.4	-	116.0	166.3	400.0	400.0	396.0	274.0	309.0	409.0	363.0	409.0	268.0	111.8	294.2	-	-	142.0	282.8	168.0
width (in)	24.0	-	21.0	21.0	21.0	21.0	21.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	-	-	24.0	24.0	24.0
us inv (ft AD)	53.075	-	-	48.750	48.390	47.590	46.790	44.920	44.220	43.610	42.990	42.450	41.780	-	41.010	-	-	39.840	39.110	38.580
ds inv (ft AD)	50.909	-	-	48.400	47.600	46.800	45.170	44.230	43.710	43.000	42.450	41.790	41.390	-	40.180	-	-	39.460	38.580	38.070
grad (%)	0.380	-	0.198	0.210	0.198	0.198	0.409	0.252	0.165	0.149	0.149	0.161	0.146	0.215	0.282	-	-	0.268	0.187	0.304
pfc (MGD)	9.02	-	4.56	4.70	4.55	4.55	6.55	7.34	5.94	5.65	5.64	5.87	5.58	6.77	7.77	-	-	7.56	6.33	8.06
surc	0.83	-	0.74	0.75	0.75	0.73	0.65	0.87	0.95	0.99	0.97	0.93	0.85	0.74	0.72	-	-	0.71	0.81	0.82
DS flow (MGD)	8.9035	-	-	-	4.1379	4.1485	4.1595	4.1662	4.8686	4.9208	5.8390	5.8434	6.3283	6.3315	-	6.4040	-	6.5172	6.5141	6.5313

Node	S42-12	X1	-	-	S52-94	S52-86	S52-87	S52-80	S52-79	S52-65	S53-44	S53-103	S53-9	S53-40	-	-	-	-	-	S53-25	-
ground (ft AD)	61.575	59.150	-	-	58.180	56.420	55.110	55.500	53.840	52.430	51.820	50.720	49.310	50.720	-	48.600	-	-	-	48.750	-
level (ft AD)	54.751	52.244	-	-	49.704	48.875	47.809	46.307	45.975	45.611	44.935	44.323	43.484	42.881	-	41.619	-	-	-	40.084	-
flood dep (ft)	-6.824	-6.906	-	-	-8.476	-7.545	-7.301	-9.193	-7.865	-6.819	-6.885	-6.397	-5.826	-7.839	-5.341	-6.981	-	-	-8.649	-8.666	-

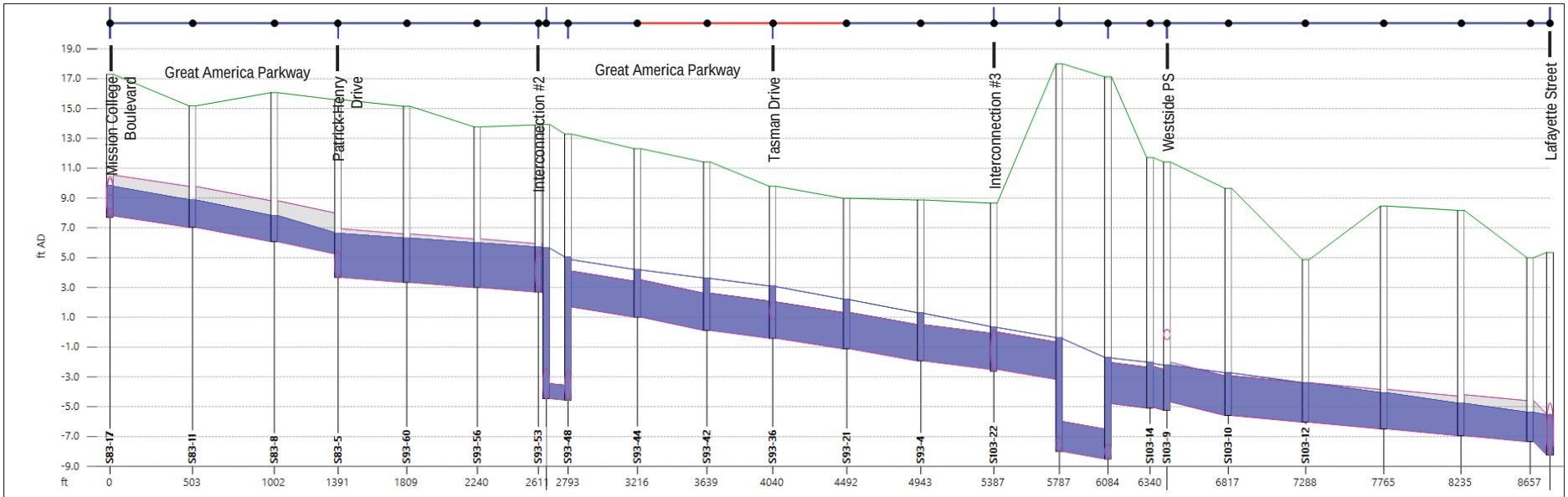
Figure C-5: Alternative 2 Profile Chromite Drive, South Drive, San Tomas Aquino Creek Trail, and Walsh Avenue Trunks (Future 2035 PWWF)



Link	S53-9.1	-	S53-106.2	-	-	-	S53-24.1	-	-	S54-42.2	S54-87.1	S54-88.1	S54-89.1	S54-90.1	-	-	S54-92.1	S54-94.2	S54-96.1	S54-97.1	S54-98.1	S55-47.1	S55-48.1	S55-49.1	S55-50.1
length (ft)	268.0	-	294.2	-	-	142.0	282.8	168.0	199.1	215.4	228.3	373.3	373.3	211.0	-	-	210.9	264.2	297.6	299.5	411.4	275.0	488.5	450.0	232.8
width (in)	24.0	24.0	24.0	-	-	24.0	24.0	24.0	27.0	27.0	27.0	27.0	27.0	27.0	-	27.0	30.0	15.2	27.0	27.0	27.0	27.0	30.0	30.0	30.0
us inv (ft AD)	41.780	-	41.010	-	-	-	39.110	38.580	37.820	37.670	37.500	37.310	37.020	36.720	-	-	36.250	16.750	31.430	31.190	30.880	30.450	29.920	29.660	29.430
ds inv (ft AD)	41.390	-	40.180	-	-	-	38.580	38.070	37.670	37.500	37.310	37.020	36.720	36.550	-	-	36.226	16.750	31.190	30.880	30.450	30.170	29.660	29.430	29.310
grad (%)	0.146	-	0.282	-	-	0.268	0.187	0.304	0.075	0.079	0.083	0.078	0.080	0.081	-	-	0.011	0.000	0.081	0.104	0.105	0.102	0.053	0.051	0.052
pfc (MGD)	5.58	6.77	7.77	-	-	7.56	6.33	8.06	5.49	5.62	5.78	5.58	5.67	5.68	-	8.76	2.83	0.00	5.68	6.44	6.47	6.39	6.12	5.99	6.02
surc	0.85	0.74	0.72	-	-	0.71	0.81	0.82	0.84	0.82	0.80	0.79	0.77	0.71	-	0.67	0.60	2.00	0.76	0.74	0.75	0.75	0.77	0.77	0.77
DS flow (MGD)	6.3315	-	6.4040	-	-	-	6.5141	6.5313	6.6558	6.6578	6.6639	5.6621	5.6608	5.6602	-	-	5.6593	5.2952	5.6544	5.6494	5.6413	5.6363	5.6283	5.6221	5.6196

Node	-	-	-	-	-	-	-	S53-25	-	S54-42	S54-87	S54-88	S54-89	S54-90	-	-	-	-	-	-	S54-97	S54-98	S55-47	S55-48	S55-49	S55-50	-
ground (ft AD)	-	-	-	-	-	-	-	48.750	-	48.800	48.200	48.200	48.300	48.000	-	-	-	-	-	-	48.730	48.730	43.500	48.730	48.730	48.730	-
level (ft AD)	-	-	-	-	-	-	-	40.084	-	39.530	39.333	39.101	38.757	38.377	-	-	-	-	-	-	32.839	32.535	32.126	31.855	31.594	31.350	-
flood dep (ft)	-	-7.839	-	-	-	-	-	-8.666	-	-9.270	-8.867	-9.099	-9.543	-9.623	-	-	-	-	-	-	-15.891	-16.195	-11.373	-16.875	-17.136	-17.380	-

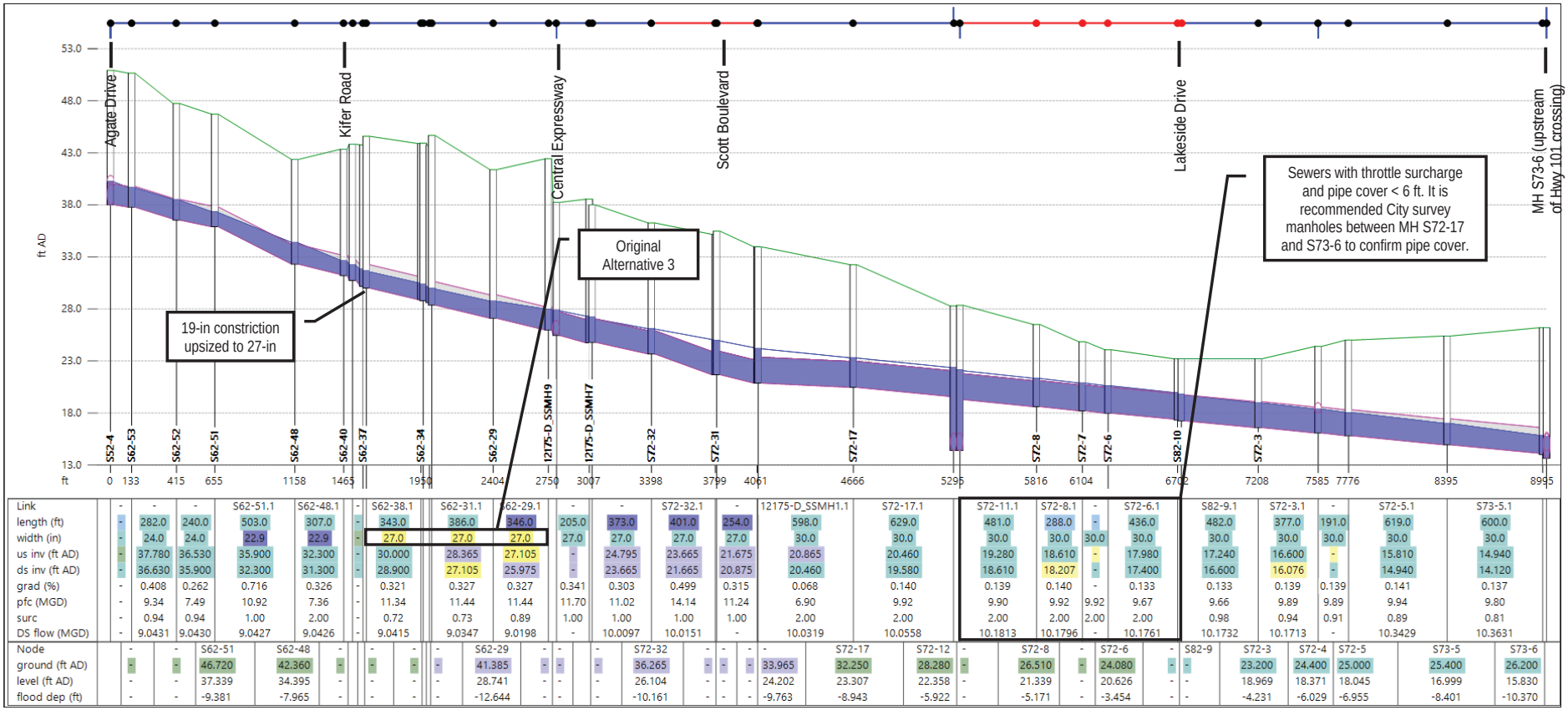
Figure C-6: Alternative 2 Great America Parkway West Trunk (Future 2035 PWWF)



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	28.9	30.0	30.0	29.2	29.2	29.1	30.0	24.0	33.0	-	31.9	31.9	31.9	31.9	33.0	-
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-4.670	-5.590	-6.040	-6.490	-6.940	-
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.246	0.095	0.094	0.096	0.095	-
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	9.66	12.16	9.64	9.78	10.45	8.67	10.85	6.01	11.70	-	15.48	9.65	9.60	9.66	10.53	-
surc	0.72	0.67	0.63	0.91	0.92	0.93	-	2.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	1.00	-	1.00	2.00	1.00	0.91	0.79	-
DS flow (MGD)	11.9069	11.9276	11.9351	14.1196	14.1751	14.2388	-	9.6557	9.6221	9.6081	10.5772	10.8007	10.8003	10.8866	9.4532	10.8865	-	11.4199	11.4196	11.4209	11.4252	11.4337	-

Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	S103-19	-	-	-	S103-10	S103-12	S104-24	S104-26	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	13.290	12.310	11.420	9.790	8.980	8.870	8.660	18.000	17.130	-	-	9.650	4.860	8.460	8.170	5.000
level (ft AD)	9.856	8.873	7.828	6.619	6.312	5.993	-	5.048	4.210	3.638	3.100	2.216	1.298	0.357	-0.370	-1.699	-	-	-2.713	-3.375	-4.055	-4.763	-5.368
flood dep (ft)	-	-6.307	-8.242	-8.981	-8.838	-7.777	-	-8.242	-8.100	-7.782	-6.690	-6.764	-7.572	-8.303	-18.370	-	-	-	-12.363	-8.235	-12.515	-12.933	-

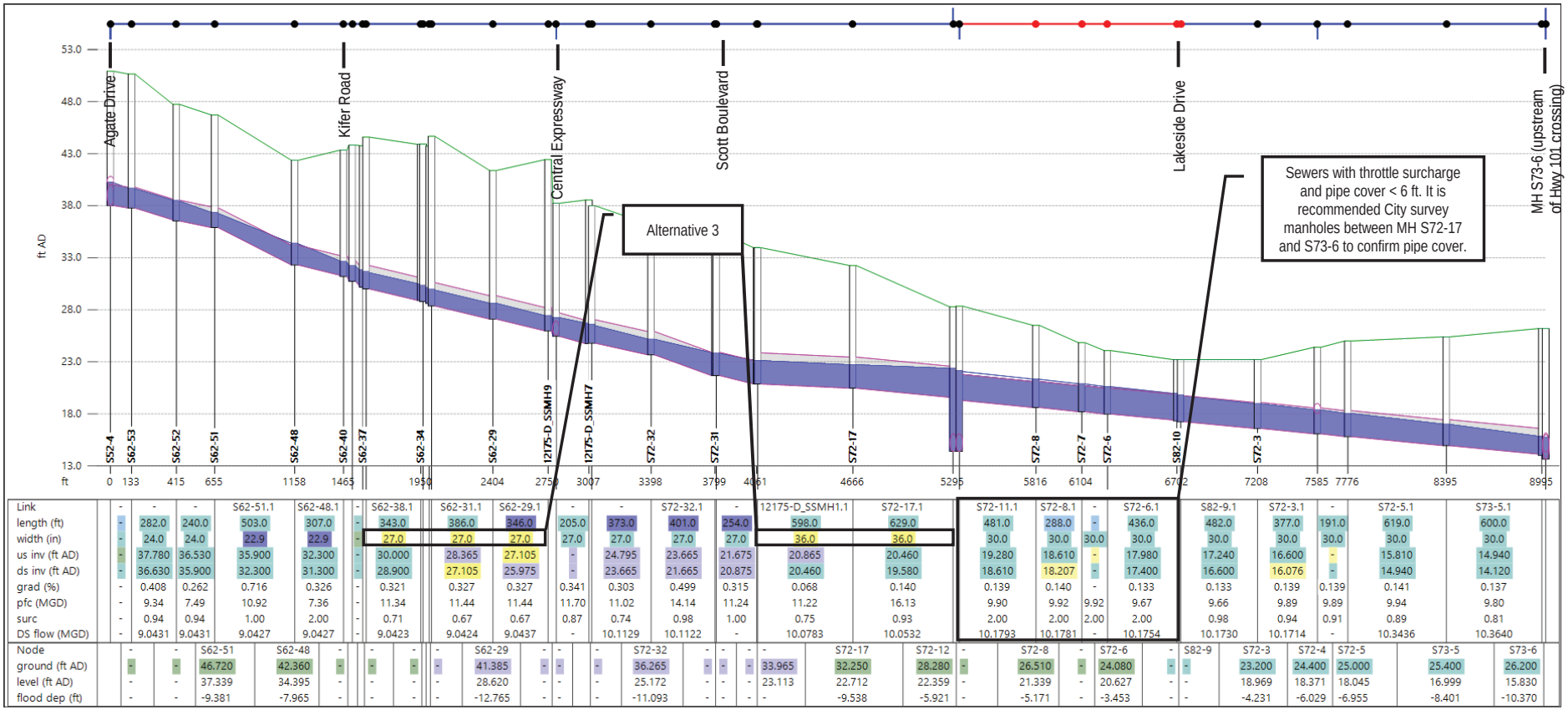
Figure C-7: Original Alternative 3 Calabazas Creek Trunk Profile (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	27.0	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	27.105	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	27.105	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.327	0.327	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	11.34	11.44	11.44	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.94	0.94	1.00	2.00	-	0.72	0.73	0.89	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	0.98	0.94	0.91	0.89	0.81
DS flow (MGD)	-	9.0431	9.0430	9.0427	9.0426	-	9.0415	9.0347	9.0198	-	10.0097	10.0151	-	10.0319	10.0558	10.1813	10.1796	-	10.1761	10.1732	10.1713	-	10.3429	10.3631

Node	-	-	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.339	34.395	-	-	-	-	28.741	-	-	-	26.104	-	-	-	24.202	23.307	22.358	-	21.339	-	20.626	-	-	18.969	18.371	18.045	16.999	15.830
flood dep (ft)	-	-	-9.381	-7.965	-	-	-	-	-12.644	-	-	-	-10.161	-	-	-	-9.763	-8.943	-5.922	-	-5.171	-	-3.454	-	-	-4.231	-6.029	-6.955	-8.401	-10.370

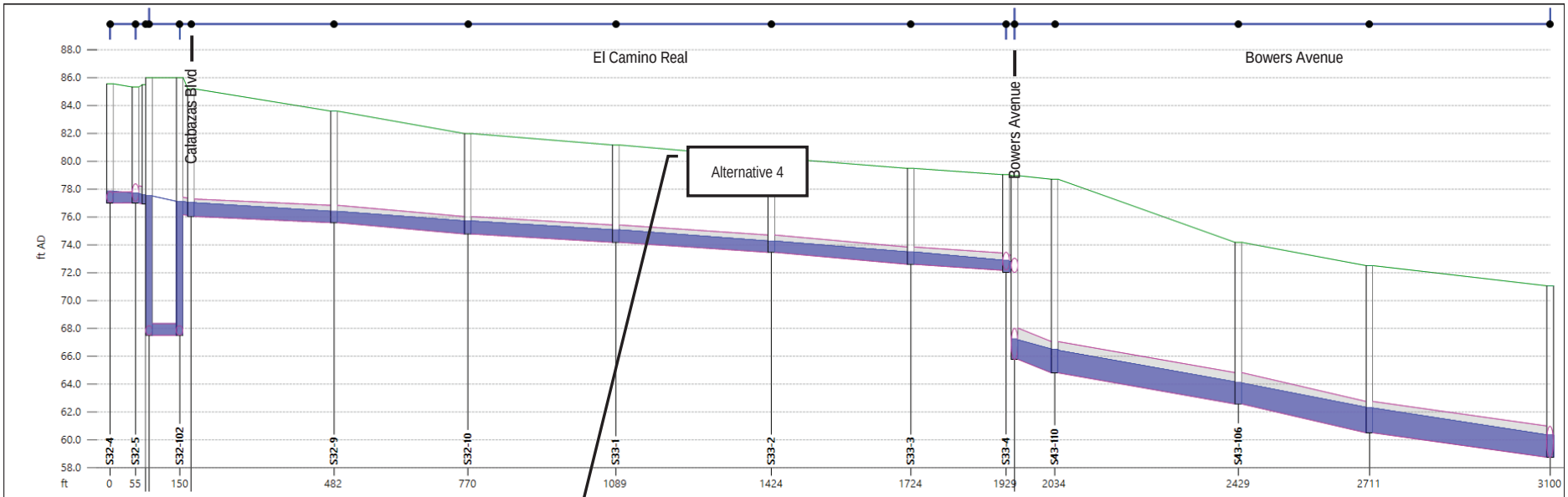
Figure C-8: Final Alternative 3 Calabazas Creek Trunk Profile (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	27.0	27.0	27.0	27.0	27.0	27.0	27.0	36.0	36.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	27.105	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	27.105	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.327	0.327	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	11.34	11.44	11.44	11.70	11.02	14.14	11.24	11.22	16.13	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.94	0.94	1.00	2.00	-	0.71	0.67	0.67	0.87	0.74	0.98	1.00	0.75	0.93	2.00	2.00	2.00	2.00	0.98	0.94	0.91	0.89	0.81
DS flow (MGD)	-	9.0431	9.0431	9.0427	9.0427	-	9.0423	9.0424	9.0437	-	10.1129	10.1122	-	10.0783	10.0532	10.1793	10.1781	-	10.1754	10.1730	10.1714	-	10.3436	10.3640

Node	-	-	S62-51	S62-48	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.339	34.395	-	-	-	28.620	-	-	-	25.172	-	-	-	23.113	22.712	22.359	-	21.339	-	20.627	-	-	18.969	18.371	18.045	16.999	15.830
flood dep (ft)	-	-	-9.381	-7.965	-	-	-	-12.765	-	-	-	-11.093	-	-	-	-	-9.538	-5.921	-	-5.171	-	-3.453	-	-	-4.231	-6.029	-6.955	-8.401	-10.370

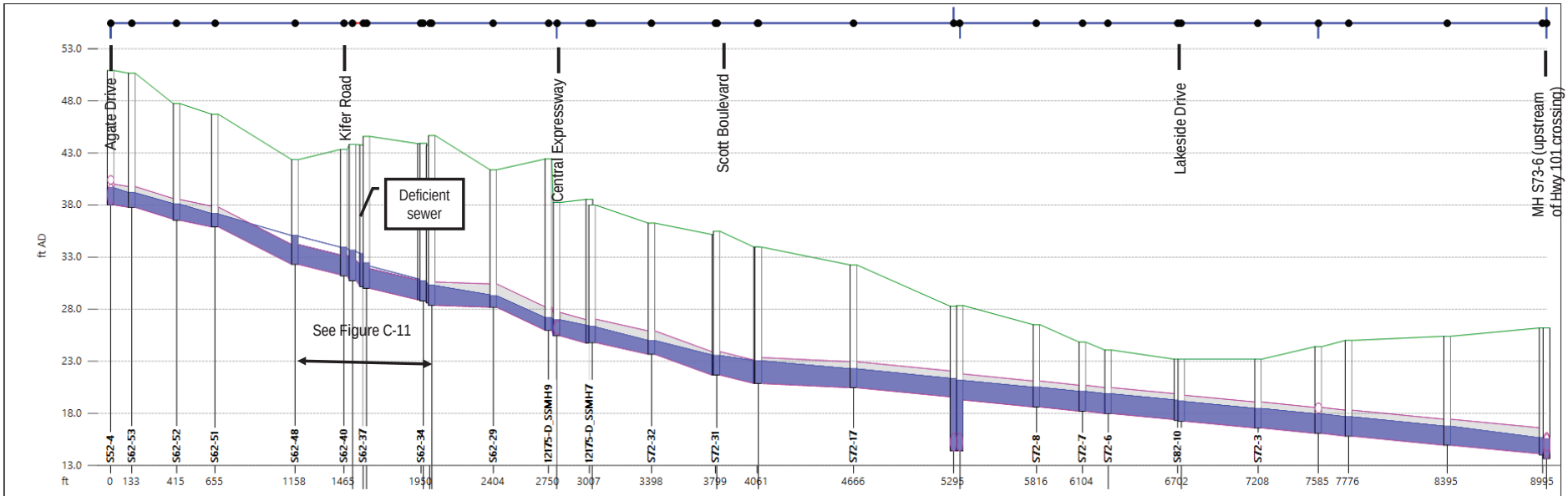
Figure C-9: Alternative 4 Profile El Camino Real Trunk (Future 2035 PWWF)



Link	-	-	-	S32-6.1	S32-9.1	S32-10.1	S33-1.1	S33-2.1	S33-3.1	S33-5.1	S43-110.1	S43-106.1	S43-94.1
length (ft)	55.0	66.2	-	308.0	288.0	318.4	334.8	300.2	205.0	86.5	395.4	282.3	388.9
width (in)	9.5	10.0	-	15.0	15.0	15.0	15.0	15.0	15.0	27.0	27.0	27.0	27.0
us inv (ft AD)	-	-	-	76.040	75.590	74.780	74.180	73.460	72.600	65.780	64.810	62.580	60.510
ds inv (ft AD)	-	-	-	75.590	74.780	74.180	73.460	72.600	72.170	64.810	62.580	60.510	58.750
grad (%)	-	0.000	-	0.146	0.281	0.188	0.215	0.286	0.210	1.121	0.564	0.733	0.453
pfc (MGD)	-	0.00	-	1.60	2.21	1.81	1.94	2.24	1.91	21.20	15.03	17.14	13.47
surc	1.00	2.00	-	0.78	0.74	0.74	0.71	0.71	0.71	0.76	0.72	0.81	0.79
DS flow (MGD)	-	-	-	1.6011	1.6368	1.6408	1.6600	1.6599	1.6850	-	13.0338	13.0338	13.0337

Node			-	S32-6	S32-9	S32-10	S33-1	S33-2	S33-3	S33-4	-	S43-110	S43-106	S43-94	S43-86
ground (ft AD)			-	85.200	83.600	81.990	81.170	80.250	79.490	79.040	-	78.710	74.180	72.510	71.060
level (ft AD)			-	77.048	76.401	75.709	75.077	74.271	73.489	72.892	-	66.508	64.105	62.329	60.353
flood dep (ft)			-	-8.152	-7.199	-6.281	-6.093	-5.979	-6.001	-6.148	-	-12.202	-10.075	-10.181	-10.707

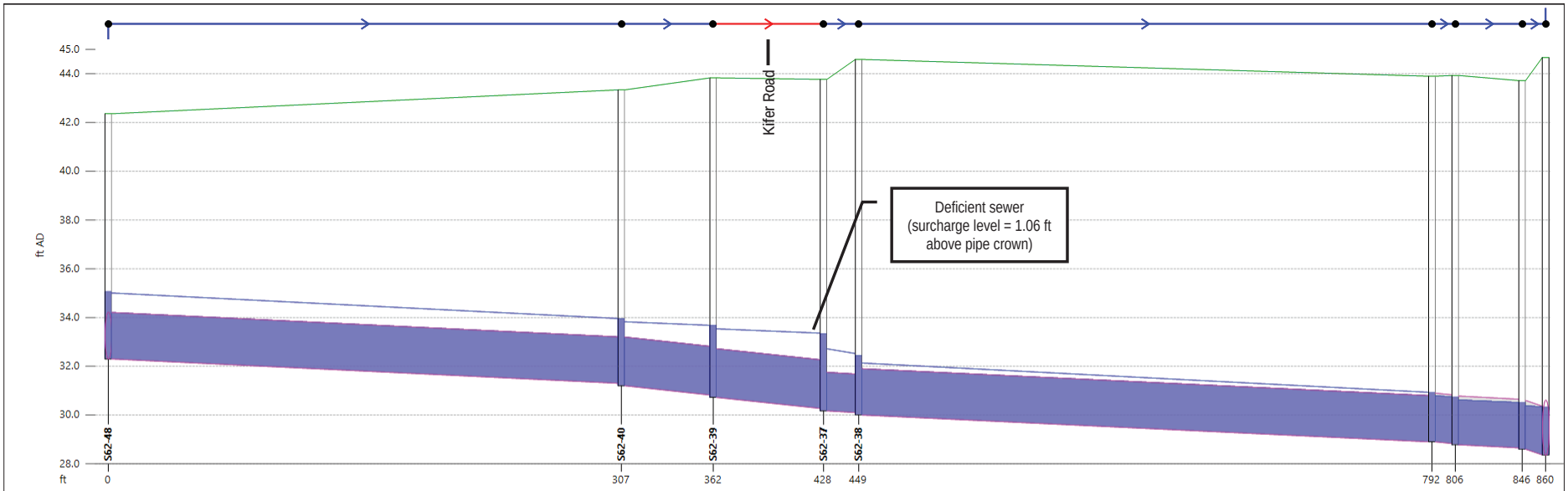
Figure C-10: Initial Alternative 4 Profile (1 of 2) Calabazas Creek Trunk (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	22.8	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	28.185	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	28.185	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.047	0.639	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	7.22	4.32	16.00	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.74	0.77	1.00	2.00	-	2.00	0.84	0.54	0.76	0.66	0.86	0.98	0.87	0.72	0.76	0.76	0.76	0.75	0.75	0.75	0.75	0.74	0.72
DS flow (MGD)	-	7.5074	7.5067	7.5049	7.5048	-	7.5047	7.5047	7.5051	-	8.6547	8.6602	8.6593	8.6768	8.6988	8.8208	8.8171	-	8.8111	8.8079	8.8061	-	8.9666	8.9828

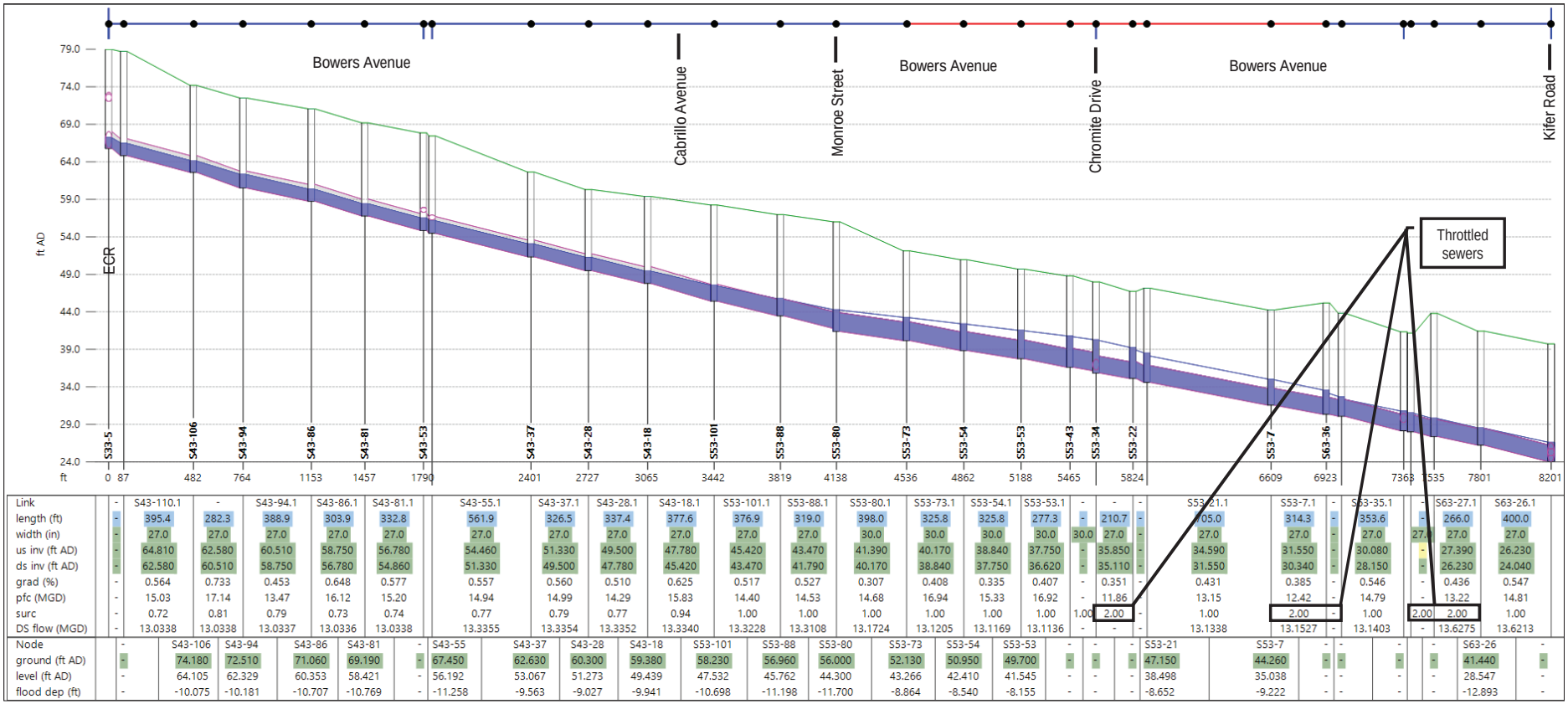
Node	-	-	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.171	35.065	-	-	-	-	29.284	-	-	-	24.978	-	-	-	23.040	22.272	21.343	-	20.497	-	19.877	-	-	18.469	17.949	17.668	16.764	15.641
flood dep (ft)	-	-	-9.549	-7.295	-	-	-	-	-12.101	-	-	-	-11.287	-	-	-	-	-9.978	-6.937	-	-6.013	-	-4.203	-	-	-4.731	-6.451	-7.332	-8.636	-10.559

Figure C-11: Initial Alternative 4 Profile (2 of 2) Calabazas Creek Trunk (Future 2035 PWWF)



Link		S62-48.1		S62-40.1	S62-39.1	-		S62-38.1		-	S62-33.1	-
length (ft)		307.0		55.0	66.0	21.0		343.0		14.0	40.0	14.0
width (in)		22.9		24.0	24.0	19.0		22.8		24.0	24.0	24.0
us inv (ft AD)		32.300		31.200	30.720	-		30.000		-	28.780	-
ds inv (ft AD)		31.300		30.820	30.270	-		28.900		-	28.650	-
grad (%)		0.326		0.691	0.682	0.333		0.321		-	0.325	-
pfc (MGD)		7.36		12.16	12.07	4.53		7.22		-	8.34	-
surc		2.00		1.00	1.00	2.00		2.00		0.96	0.93	0.98
DS flow (MGD)		7.5048		7.5047	7.5047	-		7.5047		-	7.5047	-
Node	S62-48		S62-40	S62-39	S62-37	S62-38			S62-34	-	-	
ground (ft AD)	42.360		43.340	43.830	43.770	44.590			43.900	43.930	43.720	
level (ft AD)	35.065		33.945	33.667	33.330	32.446			30.916	30.736	30.499	
flood dep (ft)	-7.295		-9.395	-10.163	-10.440	-12.144			-12.984	-	-	

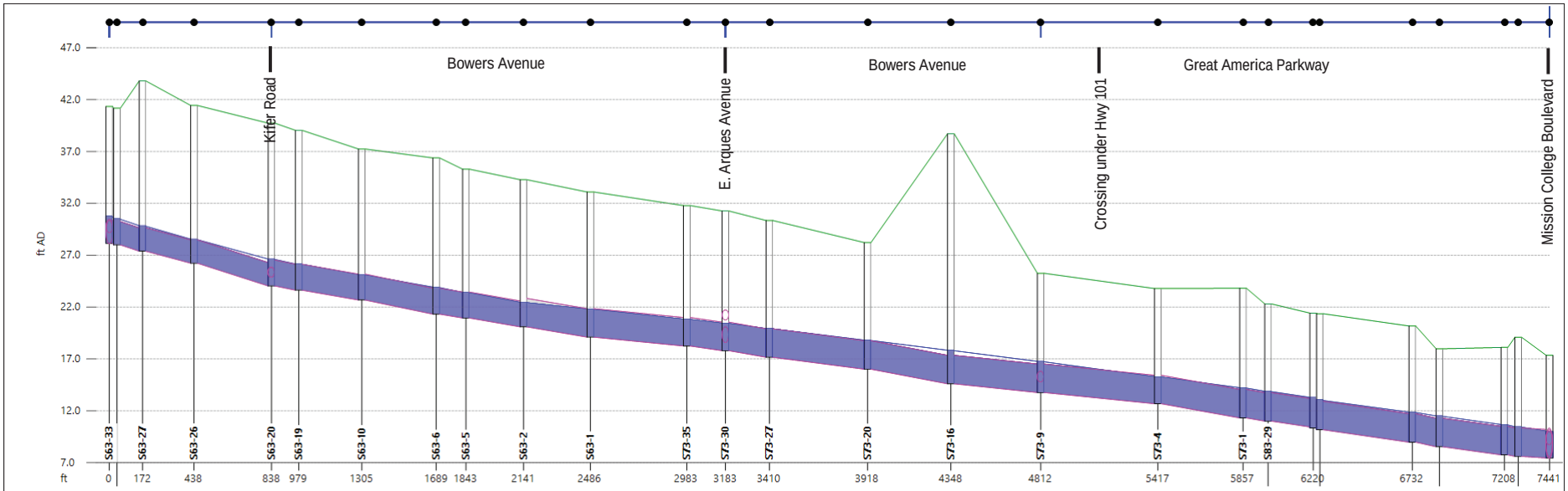
Figure C-12: Initial Alternative 4 Profile Bowers Avenue Trunk (Future 2035 PWWF) 1 of 2



Link	-	S43-110.1	-	S43-94.1	S43-86.1	S43-81.1		S43-55.1	S43-37.1	S43-28.1	S43-18.1	S53-101.1	S53-88.1	S53-80.1	S53-73.1	S53-54.1	S53-53.1	-	-	-	S53-21.1	S53-7.1	-	S53-35.1	-	S63-27.1	S63-26.1	
length (ft)	-	395.4	282.3	388.9	303.9	332.8		561.9	326.5	337.4	377.6	376.9	319.0	398.0	325.8	325.8	277.3	-	210.7	-	705.0	314.3	-	353.6	-	266.0	400.0	
width (in)	-	27.0	27.0	27.0	27.0	27.0		27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	27.0	-	27.0	27.0	-	27.0	27.0	27.0	27.0	
us inv (ft AD)	-	64.810	62.580	60.510	58.750	56.780		54.460	51.330	49.500	47.780	45.420	43.470	41.390	40.170	38.840	37.750	-	35.850	-	34.590	31.550	-	30.080	-	27.390	26.230	
ds inv (ft AD)	-	62.580	60.510	58.750	56.780	54.860		51.330	49.500	47.780	45.420	43.470	41.790	40.170	38.840	37.750	36.620	-	35.110	-	31.550	30.340	-	28.150	-	26.230	24.040	
grad (%)	-	0.564	0.733	0.453	0.648	0.577		0.557	0.560	0.510	0.625	0.517	0.527	0.307	0.408	0.335	0.407	-	0.351	-	0.431	0.385	-	0.546	-	0.436	0.547	
pfc (MGD)	-	15.03	17.14	13.47	16.12	15.20		14.94	14.99	14.29	15.83	14.40	14.53	14.68	16.94	15.33	16.92	-	11.86	-	13.15	12.42	-	14.79	-	13.22	14.81	
surc	-	0.72	0.81	0.79	0.73	0.74		0.77	0.79	0.77	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	-	1.00	2.00	-	1.00	2.00	2.00	1.00	
DS flow (MGD)	-	13.0338	13.0338	13.0337	13.0336	13.0338		13.3355	13.3354	13.3352	13.3340	13.3228	13.3108	13.1724	13.1205	13.1169	13.1136	-	-	-	13.1338	13.1527	-	13.1403	-	13.6275	13.6213	

Node	-	S43-106	S43-94	S43-86	S43-81	-	S43-55	S43-37	S43-28	S43-18	S53-101	S53-88	S53-80	S53-73	S53-54	S53-53	-	-	-	S53-21	S53-7	-	-	-	-	S63-26	-
ground (ft AD)	-	74.180	72.510	71.060	69.190	-	67.450	62.630	60.300	59.380	58.230	56.960	56.000	52.130	50.950	49.700	-	-	-	47.150	44.260	-	-	-	-	41.440	-
level (ft AD)	-	64.105	62.329	60.353	58.421	-	56.192	53.067	51.273	49.439	47.532	45.762	44.300	43.266	42.410	41.545	-	-	-	38.498	35.038	-	-	-	-	28.547	-
flood dep (ft)	-	-10.075	-10.181	-10.707	-10.769	-	-11.258	-9.563	-9.027	-9.941	-10.698	-11.198	-11.700	-8.864	-8.540	-8.155	-	-	-	-8.652	-9.222	-	-	-	-	-12.893	-

Figure C-13: Final Alternative 4 Profile Bowers Avenue and Great America Parkway East Trunk (Future 2035 PWWF) 2 of 2



Link	-	S63-27.1	S63-26.1	-	S63-19.1	S63-10.1	-	S63-5.1	S63-2.1	S63-1.1	-	-	S73-27.1	S73-20.1	S73-16.1	S73-9.1	S73-4.1	-	-	S83-26.1	-	S83-21.1	-	-
length (ft)	-	266.0	400.0	-	326.0	384.0	153.5	298.0	345.0	497.8	199.7	227.3	507.4	430.3	464.1	605.3	439.8	-	233.0	477.0	-	336.0	-	162.0
width (in)	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	33.0	-	33.0
us inv (ft AD)	-	27.390	26.230	-	23.630	22.680	-	20.950	20.090	19.100	18.250	17.800	17.160	16.010	14.600	13.760	12.680	-	11.000	10.170	-	8.530	-	7.600
ds inv (ft AD)	-	26.230	24.040	-	22.680	21.320	-	20.090	19.100	18.250	17.800	17.160	16.010	14.600	13.760	12.680	11.310	-	10.440	8.970	-	7.750	-	7.450
grad (%)	-	0.436	0.547	-	0.291	0.354	0.241	0.289	0.287	0.171	0.225	0.282	0.227	0.328	0.181	0.178	0.312	-	0.240	0.252	-	0.232	-	0.093
pfc (MGD)	-	13.22	14.81	-	14.31	15.78	13.02	14.24	18.31	14.13	16.23	18.14	16.28	19.57	14.54	14.44	19.08	-	16.76	17.15	-	16.47	-	10.40
surc	2.00	2.00	1.00	2.00	1.00	1.00	2.00	0.97	0.98	0.97	0.96	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	2.00	-	2.00
DS flow (MGD)	-	13.6275	13.6213	-	14.5859	14.5807	-	14.5750	14.6637	14.6593	-	15.7448	15.8851	16.0475	16.0439	16.5277	16.5471	-	16.5404	16.5434	-	16.5874	-	-

Node	-	S63-26	S63-20	-	S63-10	S63-6	S63-5	S63-2	S63-1	S73-35	-	S73-27	S73-20	S73-16	S73-9	S73-4	S73-1	-	-	S83-26	S83-23	S83-21	-	-
ground (ft AD)	-	41.440	39.730	39.040	37.240	36.380	35.300	34.280	33.100	31.790	-	30.350	28.220	38.710	25.260	23.790	23.820	-	-	21.360	20.180	17.980	-	-
level (ft AD)	-	28.547	26.630	26.158	25.121	23.924	23.407	22.444	21.801	20.833	-	19.940	18.814	17.837	16.763	15.273	14.224	-	-	13.093	11.870	11.506	-	-
flood dep (ft)	-	-12.893	-13.100	-	-12.119	-12.456	-	-11.836	-11.299	-10.957	-	-10.410	-9.406	-20.873	-8.497	-8.517	-9.596	-	-	-8.267	-8.310	-6.474	-	-

Figure C-14: Final Alternative 4 Profile Bowers Avenue and GAP East Trunk (Future 2035 PWWF)

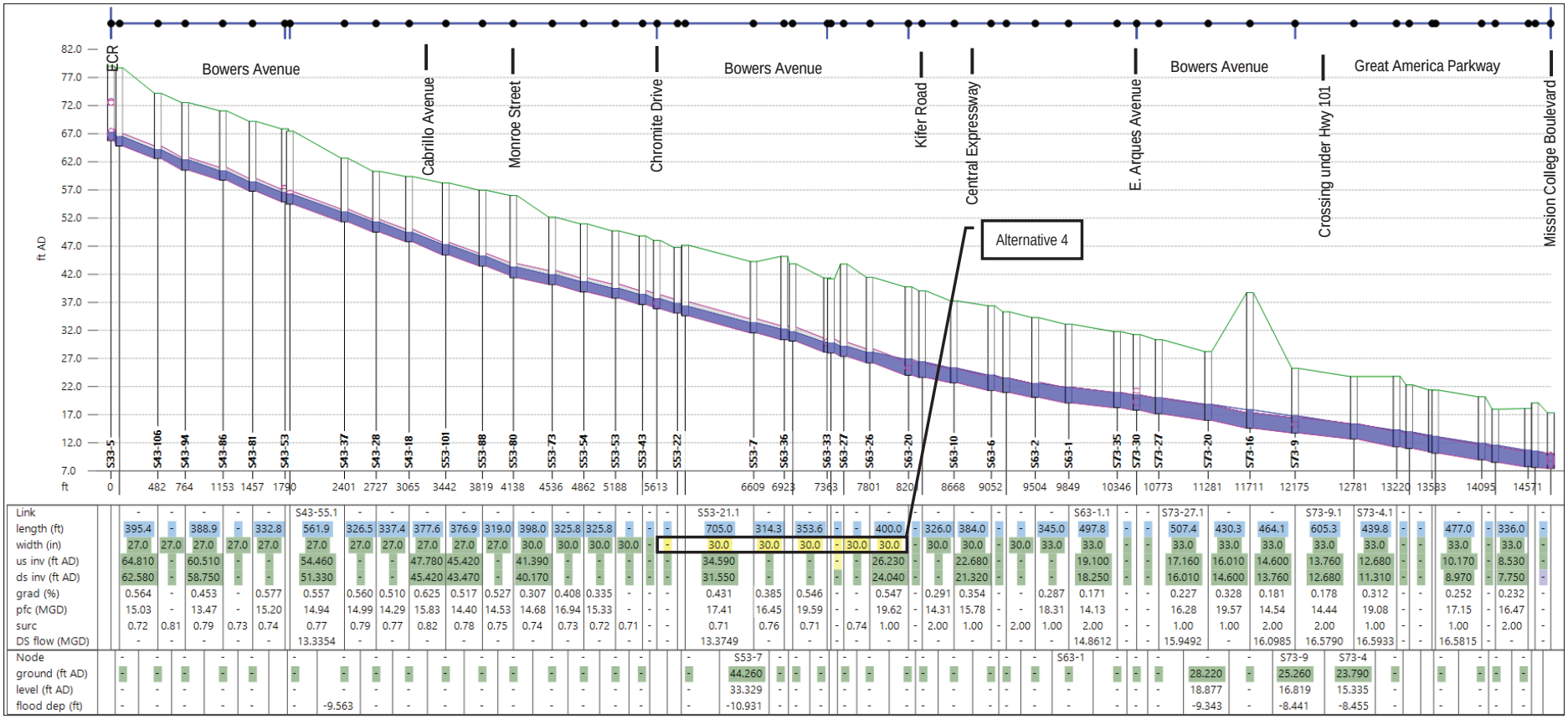
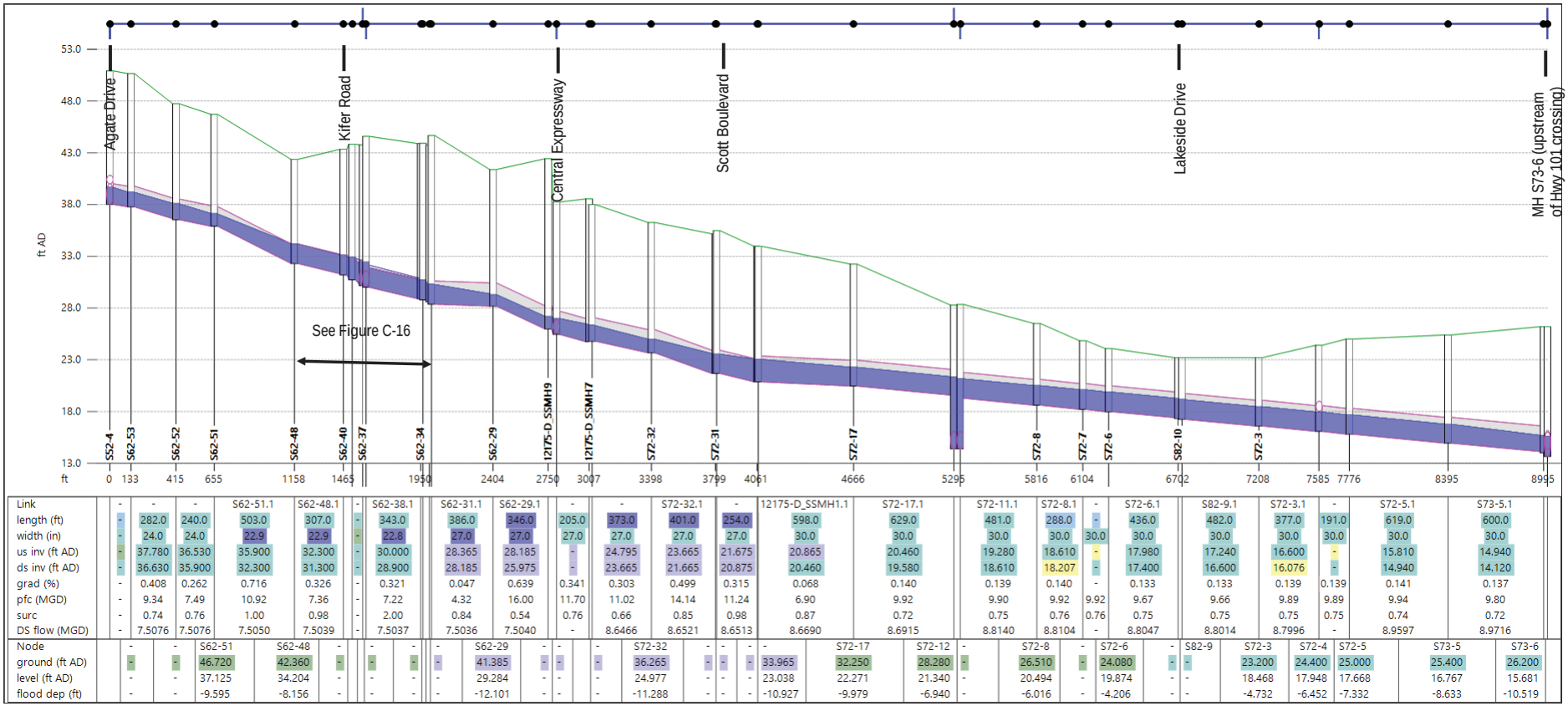


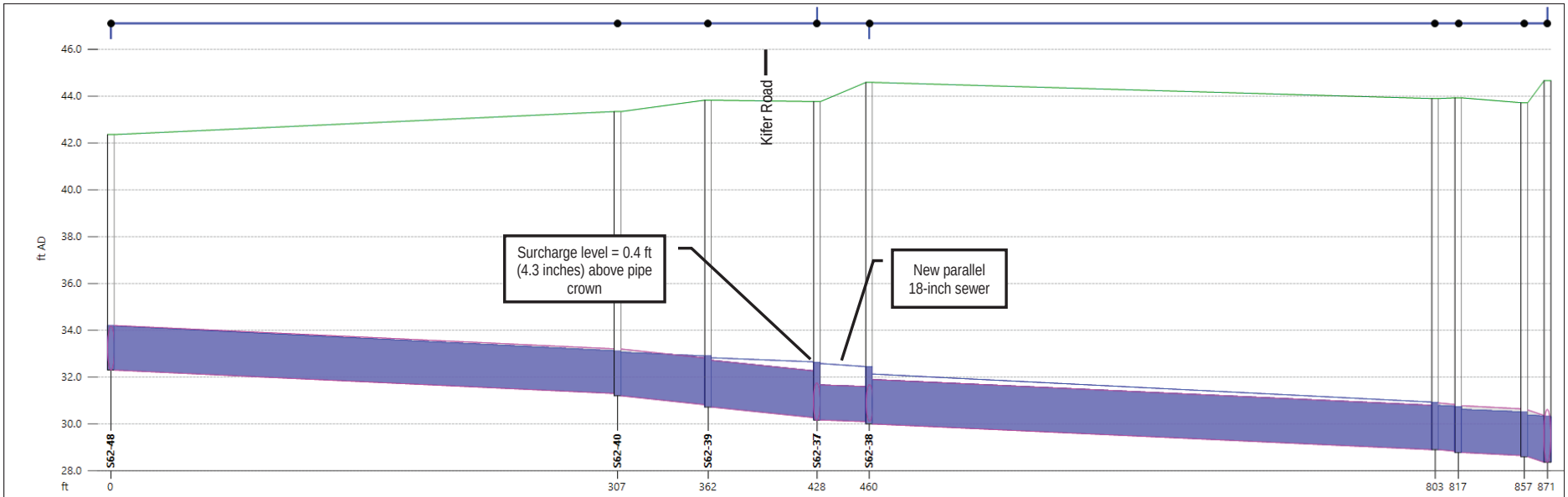
Figure C-15: Final Alternative 4 Profile (1 of 2) Calabazas Creek Trunk (Future 2035 PWWF)



Link	-	-	-	S62-51.1	S62-48.1	-	S62-38.1	S62-31.1	S62-29.1	-	-	S72-32.1	-	12175-D_SSMH1.1	S72-17.1	S72-11.1	S72-8.1	-	S72-6.1	S82-9.1	S72-3.1	-	S72-5.1	S73-5.1
length (ft)	-	282.0	240.0	503.0	307.0	-	343.0	386.0	346.0	205.0	373.0	401.0	254.0	598.0	629.0	481.0	288.0	-	436.0	482.0	377.0	191.0	619.0	600.0
width (in)	-	24.0	24.0	22.9	22.9	-	22.8	27.0	27.0	27.0	27.0	27.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0
us inv (ft AD)	-	37.780	36.530	35.900	32.300	-	30.000	28.365	28.185	-	24.795	23.665	21.675	20.865	20.460	19.280	18.610	-	17.980	17.240	16.600	-	15.810	14.940
ds inv (ft AD)	-	36.630	35.900	32.300	31.300	-	28.900	28.185	25.975	-	23.665	21.665	20.875	20.460	19.580	18.610	18.207	-	17.400	16.600	16.076	-	14.940	14.120
grad (%)	-	0.408	0.262	0.716	0.326	-	0.321	0.047	0.639	0.341	0.303	0.499	0.315	0.068	0.140	0.139	0.140	-	0.133	0.133	0.139	0.139	0.141	0.137
pfc (MGD)	-	9.34	7.49	10.92	7.36	-	7.22	4.32	16.00	11.70	11.02	14.14	11.24	6.90	9.92	9.90	9.92	9.92	9.67	9.66	9.89	9.89	9.94	9.80
surc	-	0.74	0.76	1.00	0.98	-	2.00	0.84	0.54	0.76	0.66	0.85	0.98	0.87	0.72	0.75	0.76	0.76	0.75	0.75	0.75	0.75	0.74	0.72
DS flow (MGD)	-	7.5076	7.5076	7.5050	7.5039	-	7.5037	7.5036	7.5040	-	8.6466	8.6521	8.6513	8.6690	8.6915	8.8140	8.8104	-	8.8047	8.8014	8.7996	-	8.9597	8.9716

Node	-	-	S62-51	S62-48	-	-	-	-	S62-29	-	-	-	S72-32	-	-	-	-	S72-17	S72-12	-	S72-8	-	S72-6	-	S82-9	S72-3	S72-4	S72-5	S73-5	S73-6
ground (ft AD)	-	-	46.720	42.360	-	-	-	-	41.385	-	-	-	36.265	-	-	-	33.965	32.250	28.280	-	26.510	-	24.080	-	-	23.200	24.400	25.000	25.400	26.200
level (ft AD)	-	-	37.125	34.204	-	-	-	-	29.284	-	-	-	24.977	-	-	-	23.038	22.271	21.340	-	20.494	-	19.874	-	-	18.468	17.948	17.668	16.767	15.681
flood dep (ft)	-	-	-9.595	-8.156	-	-	-	-	-12.101	-	-	-	-11.288	-	-	-	-10.927	-9.979	-6.940	-	-6.016	-	-4.206	-	-	-4.732	-6.452	-7.332	-8.633	-10.519

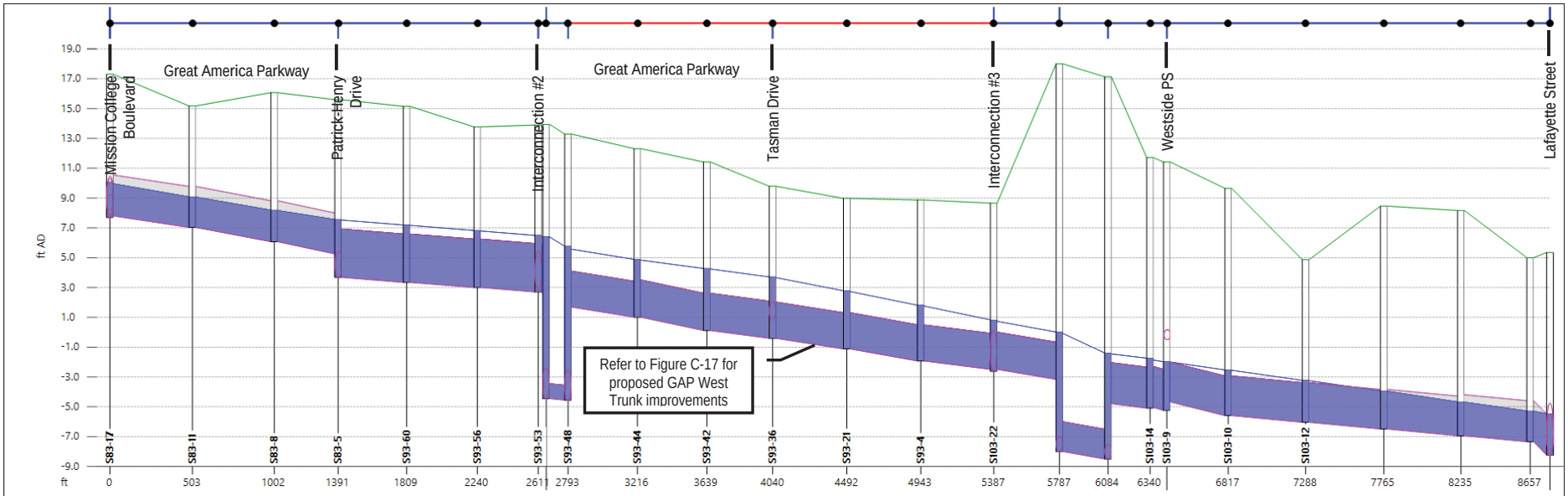
Figure C-16: Final Alternative 4 Profile (2 of 2) Calabazas Creek Trunk (Future 2035 PWWF)



Link	S62-48.1	S62-40.1	S62-39.1	S62-37.2	S62-38.1	-	S62-33.1	-
length (ft)	307.0	55.0	66.0	31.6	343.0	-	40.0	-
width (in)	22.9	24.0	24.0	18.0	22.8	-	24.0	-
us inv (ft AD)	32.300	31.200	30.720	30.170	30.000	-	28.780	-
ds inv (ft AD)	31.300	30.820	30.270	30.100	28.900	-	28.650	-
grad (%)	0.326	0.691	0.682	0.222	0.321	-	0.325	-
pfc (MGD)	7.36	12.16	12.07	3.20	7.22	-	8.34	-
surc	0.98	1.00	1.00	2.00	2.00	-	0.93	-
DS flow (MGD)	7.5039	7.5038	7.5037	4.3488	7.5037	-	7.5037	-

Node	S62-48	S62-40	S62-39	S62-37	S62-38	S62-34	-	-
ground (ft AD)	42.360	43.340	43.830	43.770	44.590	43.900	43.930	43.720
level (ft AD)	34.204	33.110	32.900	32.631	32.445	30.916	30.736	30.499
flood dep (ft)	-8.156	-10.230	-10.930	-11.139	-12.145	-12.984	-	-

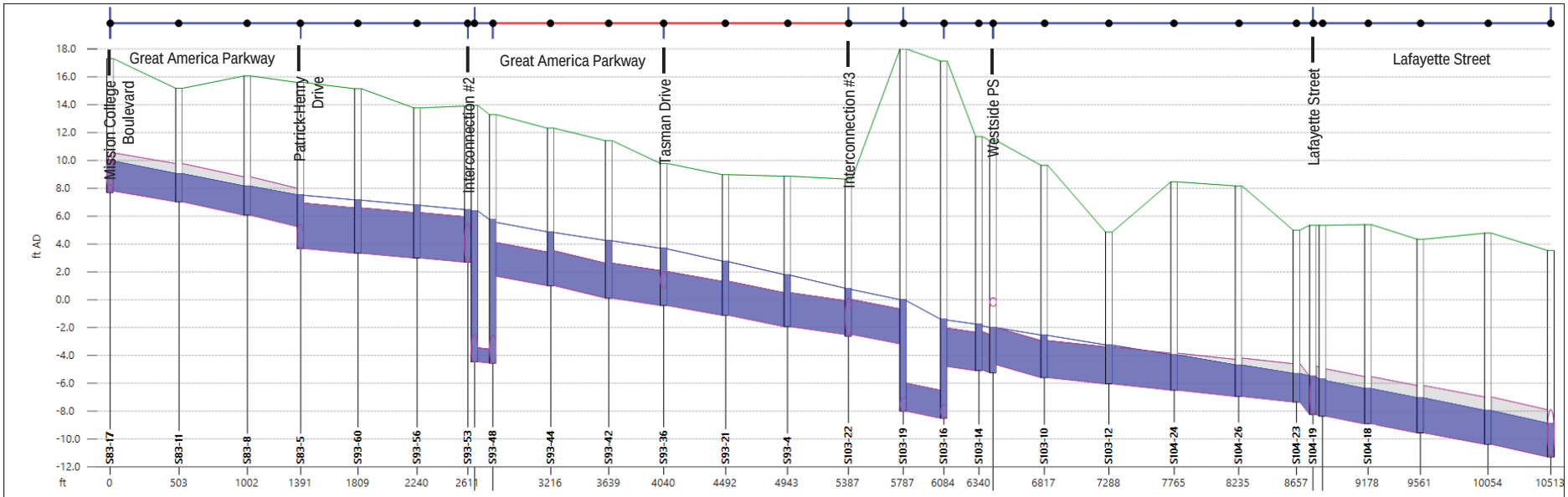
Figure C-17: Final Alternative 4 Profile Great America Parkway West Trunk (Future 2035 PWWF)



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	28.9	30.0	30.0	29.2	29.2	29.1	30.0	24.0	33.0	-	31.9	31.9	31.9	31.9	33.0	-
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-4.670	-5.590	-6.040	-6.490	-6.940	-
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.246	0.095	0.094	0.096	0.095	-
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	9.66	12.16	9.64	9.78	10.45	8.67	10.85	6.01	11.70	-	15.48	9.65	9.60	9.66	10.53	-
surc	0.78	0.77	0.84	1.00	2.00	1.00	-	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	-	1.00	2.00	2.00	0.95	0.82	-
DS flow (MGD)	13.0815	13.0842	13.0810	14.9694	15.0496	15.1324	-	9.7069	9.6672	9.6531	10.8545	11.0859	11.0856	11.2212	9.7437	11.2208	-	11.7561	11.7552	11.7538	11.7555	11.7590	-

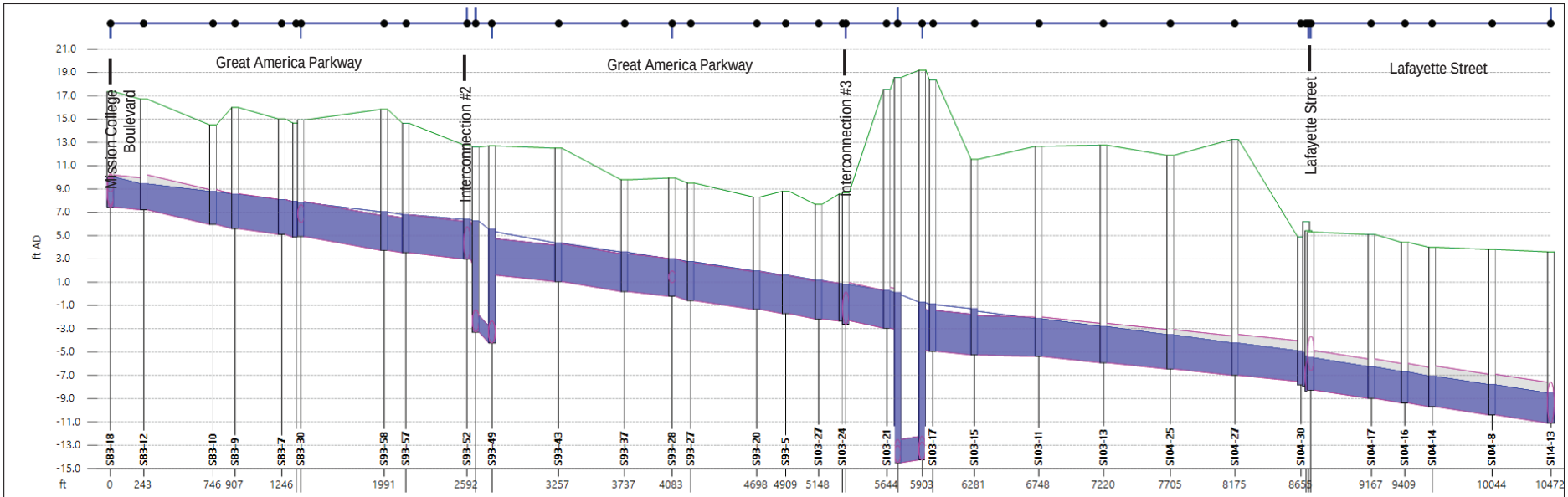
Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	S103-19	-	-	-	S103-10	S103-12	S104-24	S104-26	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	13.290	12.310	11.420	9.790	8.980	8.870	8.660	18.000	17.130	-	-	9.650	4.860	8.460	8.170	5.000
level (ft AD)	-	9.074	8.182	7.553	7.195	6.824	-	5.765	4.883	4.273	3.706	2.777	1.807	0.800	0.011	-1.401	-	-	-2.528	-3.230	-3.944	-4.683	-5.284
flood dep (ft)	-	-6.106	-7.888	-8.047	-7.955	-6.946	-	-7.525	-7.427	-7.147	-6.084	-6.203	-7.063	-7.860	-17.989	-	-	-	-12.178	-8.090	-12.404	-12.853	-

Figure C-18: Alternative 1 Great America Parkway and Lafayette Street West Trunks Profile (Future 2035 PWWF assuming Alternative 1 is constructed)



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-	-	S104-18.1	S104-15.1	S104-9.1
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-	331.7	382.6	493.0	458.8
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	28.9	30.0	30.0	29.2	29.2	29.1	30.0	24.0	33.0	-	31.9	31.9	31.9	31.9	33.0	-	40.7	40.7	40.7	40.7
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-4.670	-5.590	-6.040	-6.490	-6.940	-	-8.356	-8.910	-9.550	-10.370
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-	-8.910	-9.550	-10.370	-11.284
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.246	0.095	0.094	0.096	0.095	-	0.167	0.167	0.166	0.199
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	9.66	12.16	9.64	9.78	10.45	8.67	10.85	6.01	11.70	-	15.48	9.65	9.60	9.66	10.53	-	24.45	24.46	24.39	26.69
surc	0.78	0.76	0.83	1.00	1.00	1.00	-	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	-	1.00	2.00	2.00	0.95	0.81	-	0.75	0.74	0.73	0.71
DS flow (MGD)	13.0513	13.0609	13.0642	14.9068	14.9854	15.0665	-	9.7180	9.6774	9.6622	10.8474	11.0828	11.0826	11.2141	9.7375	-	-	11.7531	11.7531	11.7535	11.7547	11.7573	-	22.0877	22.0872	22.2739	22.2737
Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	-	-	-	-	S103-10	S103-12	S104-24	S104-26	-	-	-	S104-15	S104-9	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	-	12.310	11.420	9.790	8.980	8.870	8.660	18.000	-	-	-	9.650	4.860	8.460	8.170	-	-	5.390	4.350	4.780	-
level (ft AD)	-	9.058	8.159	7.519	7.165	6.798	-	5.748	4.870	4.263	3.699	2.770	1.800	0.793	0.004	-	-	-	-2.532	-3.234	-3.948	-4.688	-	-	-6.377	-7.042	-7.952	-
flood dep (ft)	-	-6.122	-7.911	-8.081	-7.985	-6.972	-	-	-7.440	-7.157	-6.091	-6.210	-7.070	-7.867	-	-	-	-	-12.182	-8.094	-12.408	-12.858	-	-	-11.767	-11.392	-12.732	-

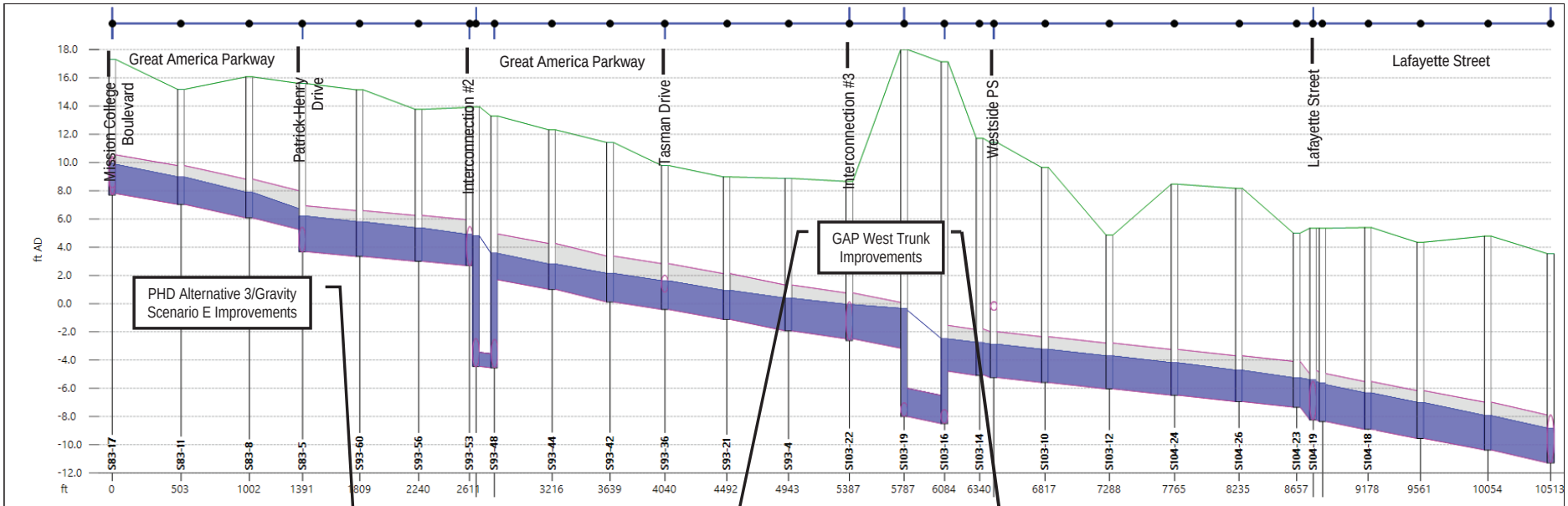
Figure C-19: Alternative 1 Great America Parkway and Lafayette Street East Trunks Profile (Future 2035 PWWF assuming Alternative 1 is constructed)



Link	-	S83-12.1	-	S83-9.1	-	S83-30.1	-	S93-57.1	-	S93-49.1	S93-43.1	S93-37.1	-	S93-27.1	-	-	-	-	-	-	S103-15.1	S103-11.1	S103-13.1	S104-25.1	S104-27.1	S104-22.1	-	-	S104-14.1	S104-8.1
length (ft)	243.0	503.0	-	339.0	-	607.0	-	444.0	-	482.0	480.0	346.0	-	480.0	-	239.2	-	299.0	-	-	302.6	467.7	471.2	485.2	470.3	479.4	441.4	242.0	-	435.0	428.0
width (in)	33.0	36.0	-	36.0	-	36.0	-	39.0	-	37.6	39.0	39.0	-	39.0	39.0	39.0	39.0	39.0	-	24.0	42.0	40.5	40.7	40.7	40.6	42.0	40.7	40.7	40.7	42.0	42.0
us inv (ft AD)	7.450	7.210	-	5.590	-	4.920	-	3.530	-	1.600	1.050	0.190	-	-0.590	-	-	-	-2.300	-	-	-4.930	-5.250	-5.380	-5.920	-6.450	-6.990	-8.260	-	-	-9.693	-10.398
ds inv (ft AD)	7.210	5.950	-	5.110	-	3.730	-	2.980	-	1.050	0.190	-0.210	-	-1.340	-	-	-	-2.950	-	-	-5.250	-5.380	-5.920	-6.450	-6.990	-7.520	-8.976	-	-	-10.398	-11.092
grad (%)	0.099	0.250	-	0.142	-	0.196	-	0.124	-	0.114	0.179	0.116	-	0.156	-	0.192	-	0.217	-	-	0.106	0.028	0.115	0.109	0.115	0.111	0.162	0.162	-	0.162	0.162
pfc (MGD)	10.74	21.58	-	16.22	-	19.09	-	18.78	-	16.33	22.59	18.15	-	21.10	-	23.41	-	24.88	-	-	21.15	9.84	20.24	19.76	20.13	21.62	24.08	24.08	-	26.19	26.19
surc	0.94	0.94	-	0.99	-	1.00	-	1.00	-	2.00	1.00	2.00	-	2.00	1.00	1.00	2.00	1.00	-	1.00	2.00	2.00	0.95	0.91	0.86	0.78	0.81	0.80	0.78	0.74	0.74
DS flow (MGD)	-	16.0135	-	15.9277	-	15.8784	-	15.8031	-	21.2498	21.2318	21.2174	-	21.3009	-	-	-	-	-	-	-	21.4596	21.7095	21.7080	21.7104	21.8254	23.6105	-	-	23.5957	23.5951

Node		S83-12	-	-	-	-	S93-58	-	-	-	S93-43	S93-37	-	-	S93-20	-	-	-	-	-	S103-15	S103-11	S103-13	S104-25	S104-27	-	-	-	-	-	S104-8	-
ground (ft AD)		16.710	14.500	-	-	14.920	15.830	-	-	-	12.500	9.790	-	9.510	8.310	-	-	-	-	-	11.540	12.660	12.760	11.880	13.250	-	-	5.100	-	4.000	3.810	-
level (ft AD)		9.440	8.773	-	-	7.859	7.037	6.798	-	5.557	4.379	3.590	-	2.768	1.968	-	-	-	-	-	-1.287	-2.139	-2.812	-3.522	-4.234	-	-	-6.255	-	-7.076	-7.802	-
flood dep (ft)		-7.270	-5.727	-	-	-7.061	-8.793	-	-	-	-8.121	-6.200	-	-	-6.342	-	-	-	-	-	-12.827	-14.799	-15.572	-15.402	-17.484	-	-	-	-	-	-11.612	-

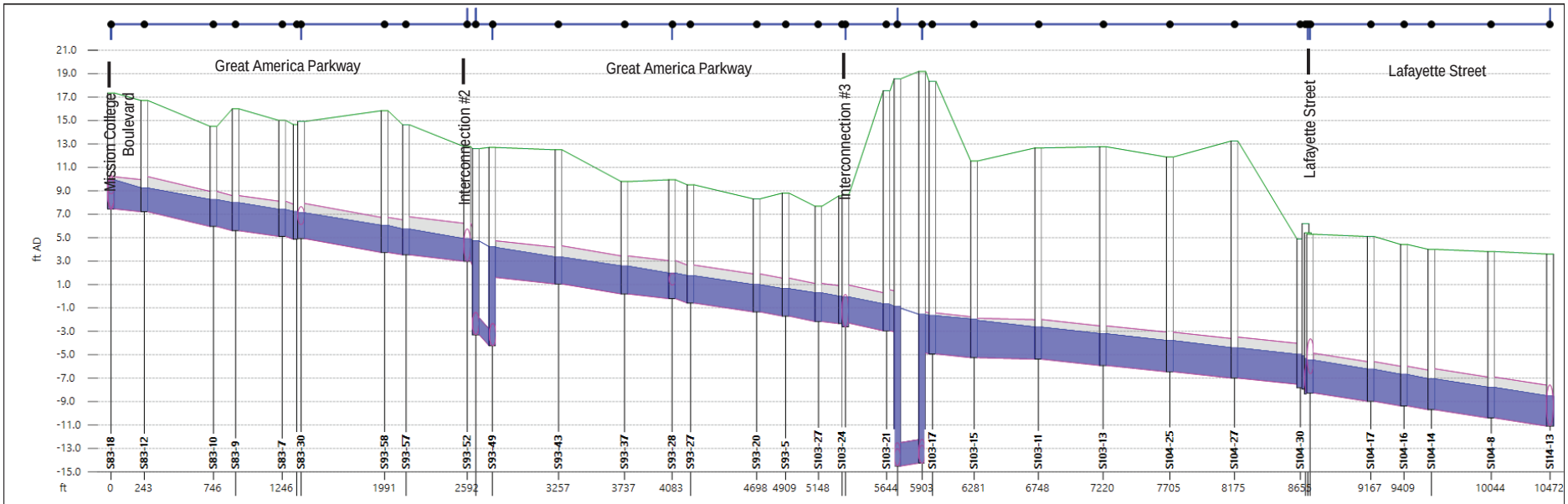
Figure C-20: Great America Parkway West Trunk Improvements Profile (Future 2035 PWWF assuming Alternative 1 is constructed)



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-	-	-	S104-15.1	S104-9.1
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-	331.7	382.6	493.0	458.8
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	39.0	39.0	39.0	39.0	39.0	39.0	39.0	24.0	39.0	-	39.0	39.0	39.0	39.0	39.0	-	40.7	40.7	40.7	40.7
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-5.240	-5.590	-6.040	-6.490	-6.940	-	-8.356	-8.910	-9.550	-10.370
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-	-8.910	-9.550	-10.370	-11.284
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.093	0.095	0.094	0.096	0.095	-	0.167	0.167	0.166	0.199
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	21.40	24.48	19.40	21.15	22.62	18.94	21.84	6.01	18.26	-	16.32	16.49	16.40	16.51	16.43	-	24.45	24.46	24.39	26.69
surc	0.75	0.70	0.65	0.77	0.75	0.72	-	0.57	0.62	0.62	0.63	0.71	0.75	0.87	2.00	0.72	-	0.72	0.72	0.72	0.70	0.68	-	0.77	0.76	0.75	0.72
DS flow (MGD)	12.5905	12.6103	12.6179	14.8059	14.9002	14.9954	-	13.3597	13.3584	13.3561	14.5143	14.7403	14.7433	13.8327	-	-	-	14.3641	14.3649	14.3674	14.3732	14.3827	-	22.5176	22.5097	22.6817	22.6793

Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	-	-	-	-	S103-10	S103-12	S104-24	S104-26	-	-	-	S104-15	S104-9	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	-	12.310	11.420	9.790	8.980	8.870	8.660	18.000	-	-	-	9.650	4.860	8.460	8.170	-	-	5.390	4.350	4.780	-
level (ft AD)	-	8.971	7.883	6.201	5.799	5.360	-	-	2.800	2.140	1.616	0.935	0.381	-0.064	-0.346	-	-	-	-3.243	-3.704	-4.193	-4.726	-	-	-6.321	-7.005	-7.930	-
flood dep (ft)	-	-6.209	-8.187	-9.399	-9.351	-8.410	-	-	-9.510	-9.280	-8.174	-8.045	-8.489	-8.724	-	-	-	-	-12.893	-8.564	-12.653	-12.896	-	-	-	-11.355	-12.710	-

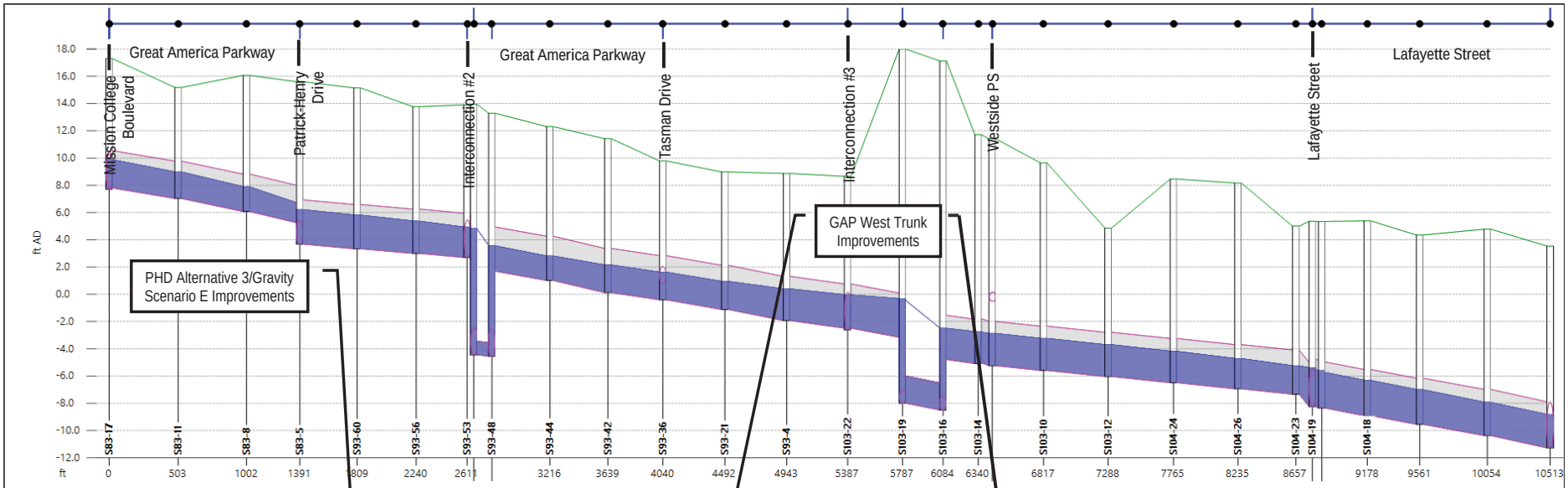
Figure C-21: Great America Parkway East Trunk Improvements Profile (Future 2035 PWWF assuming Alternative 1 is constructed)



Link	-	S83-12.1	-	S83-9.1	-	S83-30.1	-	S93-57.1	-	S93-49.1	S93-43.1	S93-37.1	-	S93-27.1	-	-	-	-	-	-	S103-15.1	S103-11.1	S103-13.1	S104-25.1	S104-27.1		S104-22.1	-	-	S104-14.1	S104-8.1
length (ft)	243.0	503.0	-	339.0	-	607.0	-	444.0	-	482.0	480.0	346.0	-	480.0	-	239.2	-	299.0	-	-	302.6	467.7	471.2	485.2	470.3	479.4		441.4	242.0	-	435.0	428.0
width (in)	33.0	36.0	-	36.0	-	36.0	-	39.0	-	37.6	39.0	39.0	-	39.0	39.0	39.0	-	39.0	-	24.0	42.0	40.5	40.7	40.7	40.6	42.0		40.7	40.7	40.7	42.0	42.0
us inv (ft AD)	7.450	7.210	-	5.590	-	4.920	-	3.530	-	1.600	1.050	0.190	-	-0.590	-	-	-	-2.300	-	-	-4.930	-5.250	-5.380	-5.920	-6.450	-6.990		-8.260	-	-	-9.693	-10.398
ds inv (ft AD)	7.210	5.950	-	5.110	-	3.730	-	2.980	-	1.050	0.190	-0.210	-	-1.340	-	-	-	-2.950	-	-	-5.250	-5.380	-5.920	-6.450	-6.990	-7.520		-8.976	-	-	-10.398	-11.092
grad (%)	0.099	0.250	-	0.142	-	0.196	-	0.124	-	0.114	0.179	0.116	-	0.156	-	0.192	-	0.217	-	-	0.106	0.028	0.115	0.109	0.115	0.111		0.162	0.162	-	0.162	0.162
pfc (MGD)	10.74	21.58	-	16.22	-	19.09	-	18.78	-	16.33	22.59	18.15	-	21.10	-	23.41	-	24.88	-	-	21.15	9.84	20.24	19.76	20.13	21.62		24.08	24.08	-	26.19	26.19
surc	0.90	0.77	-	0.79	-	0.77	-	0.67	-	0.81	0.73	0.73	-	0.72	0.72	0.75	-	0.70	-	1.00	0.94	0.94	0.80	0.80	0.78	0.73		0.82	0.80	0.79	0.75	0.74
DS flow (MGD)	-	16.3276	-	16.3274	-	16.4264	-	16.4305	-	18.0505	18.0503	18.0499	-	18.1499	-	-	-	-	-	-	-	19.3370	19.5978	19.6023	19.6111	19.7306		23.7997	-	-	23.7626	23.7562

Node		S83-12	-	-	-	-		S93-58	-	-	-		S93-43	S93-37	-	-	S93-20	-	-	-	-	-		S103-15	S103-11	S103-13	S104-25	S104-27	-	-	-	-	-	S104-8	-
ground (ft AD)		16.710	14.500	-	-	-	-	15.830	-	-	-	-	12.500	9.790	-	9.510	8.310	-	-	-	-	-	-	11.540	12.660	12.760	11.880	13.250	-	-	5.100	-	4.000	3.810	-
level (ft AD)		9.245	8.247	-	-	7.121	6.043	5.728	-	4.231	3.338	2.574	-	1.750	0.984	-	-	-	-			-		-1.963	-2.639	-3.202	-3.790	-4.405	-	-	-6.231	-	-7.051	-7.782	-
flood dep (ft)		-7.465	-6.253	-	-	-7.799	-9.787	-	-	-	-9.162	-7.216	-	-	-7.326	-	-	-	-			-		-13.503	-15.299	-15.962	-15.670	-17.655	-	-	-	-	-	-11.592	-

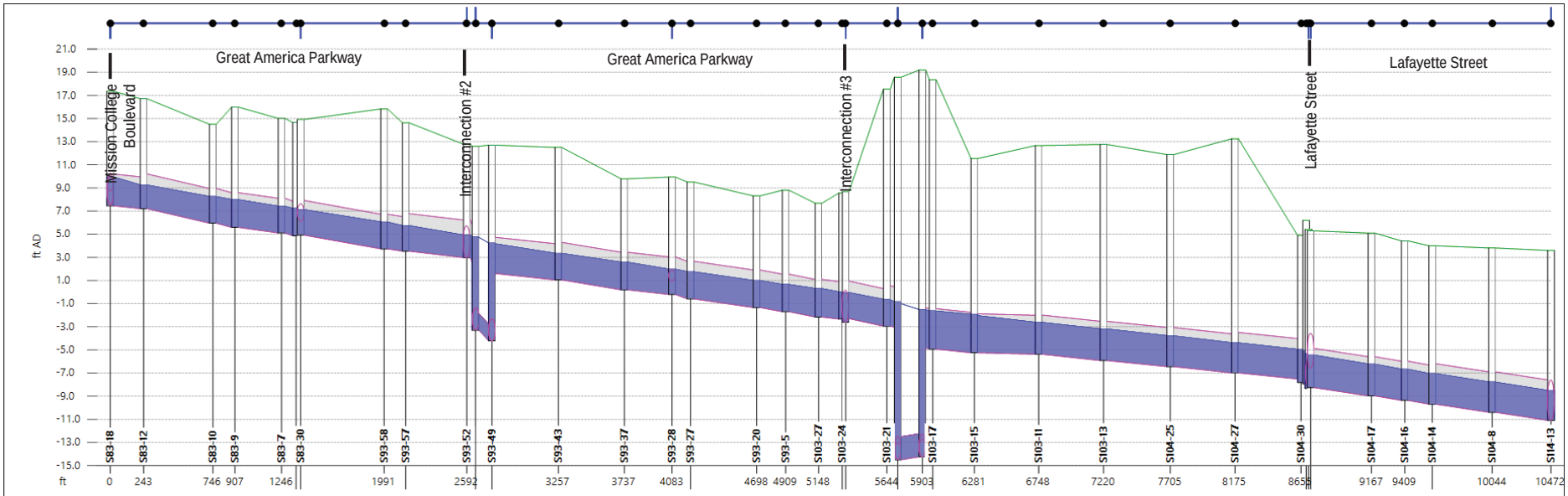
Figure C-22: Great America Parkway West Trunk Improvements Profile (Future 2035 PWWF assuming Alternative 4 is constructed)



Link	S83-17.1	S83-11.1	S83-8.1	S83-5.1	S93-60.1	S93-56.1	-	S93-48.1	S93-44.1	S93-42.1	S93-36.1	S93-21.1	S93-4.1	S103-22.1	-	-	-	S103-9.1	S103-10.1	S103-12.1	S104-24.1	S104-26.1	-	-	S104-18.1	S104-15.1	S104-9.1
length (ft)	503.0	499.0	389.0	418.0	431.0	371.0	-	423.0	423.0	401.0	452.0	451.0	444.8	400.1	296.2	256.2	-	374.5	471.2	476.4	470.3	422.0	-	331.7	382.6	493.0	458.8
width (in)	33.0	33.0	33.0	39.0	39.0	39.0	-	39.0	39.0	39.0	39.0	39.0	39.0	39.0	24.0	39.0	-	39.0	39.0	39.0	39.0	39.0	-	40.7	40.7	40.7	40.7
us inv (ft AD)	7.800	7.030	6.070	3.680	3.340	3.000	-	1.690	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-8.000	-4.790	-	-5.240	-5.590	-6.040	-6.490	-6.940	-	-8.356	-8.910	-9.550	-10.370
ds inv (ft AD)	7.030	6.070	5.250	3.340	3.000	2.700	-	1.010	0.120	-0.410	-1.120	-1.930	-2.490	-3.160	-8.500	-5.090	-	-5.590	-6.040	-6.490	-6.940	-7.340	-	-8.910	-9.550	-10.370	-11.284
grad (%)	0.153	0.192	0.211	0.081	0.079	0.081	-	0.161	0.210	0.132	0.157	0.180	0.126	0.167	0.169	0.117	-	0.093	0.095	0.094	0.096	0.095	-	0.167	0.167	0.166	0.199
pfc (MGD)	13.38	14.99	15.70	15.22	14.99	15.18	-	21.40	24.48	19.40	21.15	22.62	18.94	21.84	6.01	18.26	-	16.32	16.49	16.40	16.51	16.43	-	24.45	24.46	24.39	26.69
surc	0.75	0.70	0.65	0.78	0.76	0.73	-	0.57	0.62	0.63	0.64	0.72	0.76	0.87	2.00	0.72	-	0.72	0.72	0.72	0.71	0.68	-	0.77	0.76	0.75	0.73
DS flow (MGD)	12.6482	12.6684	12.6759	14.8721	14.9639	15.0565	-	13.4246	13.4232	13.4207	14.5719	14.7937	14.7957	13.8837	-	-	-	14.4138	14.4143	14.4154	14.4182	14.4271	-	22.5792	22.5715	22.7427	22.7401

Node	-	S83-11	S83-8	S83-5	S93-60	S93-56	-	-	S93-44	S93-42	S93-36	S93-21	S93-4	S103-22	-	-	-	S103-10	S103-12	S104-24	S104-26	-	-	-	S104-15	S104-9	-
ground (ft AD)	-	15.180	16.070	15.600	15.150	13.770	-	-	12.310	11.420	9.790	8.980	8.870	8.660	18.000	-	-	-	9.650	4.860	8.460	8.170	5.000	-	5.390	4.350	4.780	-
level (ft AD)	-	8.978	7.888	6.214	5.812	5.372	-	3.574	2.806	2.148	1.623	0.943	0.395	-0.042	-0.325	-	-	-	-3.239	-3.699	-4.186	-4.717	-	-	-6.313	-6.998	-7.927	-
flood dep (ft)	-	-6.202	-8.182	-9.386	-9.338	-8.398	-	-	-9.504	-9.272	-8.167	-8.037	-8.475	-8.702	-18.325	-	-	-	-12.889	-8.559	-12.646	-12.887	-	-	-11.703	-11.348	-12.707	-

Figure C-23: Great America Parkway East Trunk Improvements Profile (Future 2035 PWWF assuming Alternative 4 is constructed)



Link	-	S83-12.1	-	S83-9.1	-	S83-30.1	-	S93-57.1	-	S93-49.1	S93-43.1	S93-37.1	-	S93-27.1	-	-	-	-	-	-	S103-15.1	S103-11.1	S103-13.1	S104-25.1	S104-27.1	S104-22.1	-	-	S104-14.1	S104-8.1
length (ft)	243.0	503.0	-	339.0	-	607.0	-	444.0	-	482.0	480.0	346.0	-	480.0	-	239.2	-	299.0	-	-	302.6	467.7	471.2	485.2	470.3	479.4	441.4	242.0	-	435.0	428.0
width (in)	33.0	36.0	-	36.0	-	36.0	-	39.0	-	37.6	39.0	39.0	-	39.0	39.0	39.0	39.0	39.0	-	24.0	42.0	40.5	40.7	40.7	40.6	42.0	40.7	40.7	40.7	42.0	42.0
us inv (ft AD)	7.450	7.210	-	5.590	-	4.920	-	3.530	-	1.600	1.050	0.190	-	-0.590	-	-	-	-2.300	-	-	-4.930	-5.250	-5.380	-5.920	-6.450	-6.990	-8.260	-	-	-9.693	-10.398
ds inv (ft AD)	7.210	5.950	-	5.110	-	3.730	-	2.980	-	1.050	0.190	-0.210	-	-1.340	-	-	-	-2.950	-	-	-5.250	-5.380	-5.920	-6.450	-6.990	-7.520	-8.976	-	-	-10.398	-11.092
grad (%)	0.099	0.250	-	0.142	-	0.196	-	0.124	-	0.114	0.179	0.116	-	0.156	-	0.192	-	0.217	-	-	0.106	0.028	0.115	0.109	0.115	0.111	0.162	0.162	-	0.162	0.162
pfc (MGD)	10.74	21.58	-	16.22	-	19.09	-	18.78	-	16.33	22.59	18.15	-	21.10	-	23.41	-	24.88	-	-	21.15	9.84	20.24	19.76	20.13	21.62	24.08	24.08	-	26.19	26.19
surc	0.90	0.77	-	0.80	-	0.78	-	0.68	-	0.82	0.74	0.73	-	0.72	0.73	0.76	0.75	0.71	-	1.00	0.95	0.95	0.81	0.80	0.79	0.74	0.82	0.81	0.79	0.75	0.74
DS flow (MGD)	-	16.3929	-	16.3923	-	16.4912	-	16.4967	-	18.1528	18.1523	18.1517	-	18.2505	-	-	-	-	-	-	-	19.4399	19.6996	19.7019	19.7061	19.8166	23.8492	-	-	23.8074	23.8014

Node		S83-12	-	-	-	-	S93-58	-	-	-	S93-43	S93-37	-	-	S93-20	-	-	-	-	-	S103-15	S103-11	S103-13	S104-25	S104-27	-	-	-	-	-	S104-8	-
ground (ft AD)		16.710	14.500	-	-	14.920	15.830	-	-	-	12.500	9.790	-	9.510	8.310	-	-	-	-		-	11.540	12.660	12.760	11.880	13.250	-	-	5.100	-	4.000	3.810	-
level (ft AD)		9.254	8.257	-	-	7.134	6.055	5.739	-	4.245	3.346	2.582	-	1.757	0.995	-	-	-	-		-	-1.936	-2.618	-3.187	-3.779	-4.388	-	-	-6.224	-	-7.043	-7.776	-
flood dep (ft)		-7.456	-6.243	-	-	-7.786	-9.775	-	-	-	-9.154	-7.208	-	-	-7.315	-	-	-	-		-	-13.476	-15.278	-15.947	-15.659	-17.638	-	-	-	-	-	-11.586	-

Appendix D –Capacity Improvement Project Cost Estimates

Project P3: Cabrillo Avenue Sewer Improvement

PROJECT DESCRIPTION

Project ID	P3
Project Name	Cabrillo Avenue Sewer Improvement
Project Location	Cabrillo Ave. between Lawrence Expy. and Nobili Ave.
Description	Upsize approximately 1,600 feet of 8-in pipe to 12-in pipe
Priority	2 - Triggered under Current PWWF
Estimated Capital Imp. Cost	$2,390,000
Comments	(i) Pipes are listed in order from upstream to downstream (ii) The City should consider conducting a comprehensive inflow/infiltration (I/I) study with additional flow monitoring and other field investigations (e.g, smoke testing and CCTV inspection) prior to implementing this project. The project is located in an area of very high I/I according to flow data collected during the 2014/15 winter season. A previous flow monitoring program conducted in 2006 also showed similar findings. It is recommended that the City determine if it is cost-effective to identify and address/eliminate the I/I sources, rather than upsizing the sewer lines to accommodate the I/I flow.
Assumptions	(i) Cost estimates are based on the (Apr 2022 ENR Cost Index for the San Francisco Area) of 15104 (ii) Cost assumes open-cut replacement
Alternatives	(i) Conduct a focused I/I study to identify the possible sources of inflow or/and infiltration, and implement solutions to reduce the I/I for the area. (ii) Install parallel pipe or implement project by pipe bursting.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S41-13	S41-14	8	12	54	0.65	7	Open Cut	$480	$ 25,920
S41-14	S41-15	8	12	210	0.39	7	Open Cut	$480	$ 100,608
S41-15	S41-16	8	12	300	0.30	6	Open Cut	$480	$ 144,144
S41-16	S41-17	8	12	207	0.32	6	Open Cut	$480	$ 99,360
S41-17	S41-18	8	12	25	0.24	6	Open Cut	$480	$ 12,000
S41-18	S41-19	8	12	404	0.39	6	Open Cut	$480	$ 193,920
S41-19	S41-20	8	12	393	1.26	8	Open Cut	$480	$ 188,592

Total Baseline Pipe Construction Cost	$	764,544
New manholes (8)	$	132,000
Lower lateral replacement and cleanout, Approx. 50	$	300,000
Baseline Construction Cost:	**$**	**1,196,544**
Bypass Pumping (10% of pipe construction cost)	$	76,454
Remove & Replace Factor (5% of pipe construction cost)	$	38,227
Traffic Control (10% of pipe construction cost)	$	89,654
Subtotal:	**$**	**1,400,880**
Mobilization/Demobilization (5% of subtotal)	$	70,044
Estimated Construction Cost Subtotal:	**$**	**1,470,924**
Contingencies (30% of construction subtotal)	$	441,277
Total Estimated Construction Cost:	**$**	**1,912,201**
Engineering, Administration, Legal (25% of construction cost)	$	478,050
Estimated Capital Improvement Cost:	**$**	**2,390,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P4: Tasman Drive Sewer Improvement

PROJECT DESCRIPTION

Project ID	P4
Project Name	Tasman Drive Sewer Improvement
Project Location	Tasman Dr. between Old Ironsides Dr. and Great America Pkwy.
Description	Upsize approximately 600 feet of 12-in pipe to 15-in pipe
Priority	3 - Triggered under Future PWWF
Estimated Capital Imp. Cost	$832,000
Comments	(i) Pipes are listed in order from upstream to downstream
Assumptions	(i) Cost estimates are based on the (Apr 2022 ENR Cost Index for the San Francisco Area) of 15104 (ii) Cost assumes pipe will be upsized using open-cut construction method
Alternatives	(i) Install parallel pipe

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S93-24	S93-25	12	15	108	0.14	13	Open Cut	$505	$ 54,540
S93-25	S93-26	12	15	370	0.24	14	Open Cut	$505	$ 186,850
S93-26	S93-35	12	15	152	0.20	15	Open Cut	$505	$ 76,760

Total Baseline Pipe Construction Cost	$	318,150
New manholes (4)	$	66,000
Lower lateral replacement and cleanout, Approx. 4	$	24,000
Baseline Construction Cost:	**$**	**408,150**
Bypass Pumping (10% of pipe construction cost)	$	31,815
Remove & Replace Factor (5% of pipe construction cost)	$	15,908
Traffic Control (10% of pipe construction cost)	$	31,815
Subtotal:	**$**	**487,688**
Mobilization/Demobilization (5% of subtotal)	$	24,384
Estimated Construction Cost Subtotal:	**$**	**512,072**
Contingencies (30% of construction subtotal)	$	153,622
Total Estimated Construction Cost:	**$**	**665,693**
Engineering, Administration, Legal (25% of construction cost)	$	166,423
Estimated Capital Improvement Cost:	**$**	**832,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P5: Scott Blvd. Sewer Diversion

PROJECT DESCRIPTION	
Project ID	P5
Project Name	Scott Blvd. Sewer Diversion
Project Location	Manhole S25-85 located in the intersection of Los Padres Blvd. and Saratoga Ave.
Description	Install a weir in manhole S25-85 to divert flow northwest to Los Padres Blvd.
Priority	3 - Triggered under Future PWWF
Estimated Capital Imp. Cost	$94,000
Comments	(i) Pipes are listed in order from upstream to downstream
Assumptions	(i) Cost estimates are based on the (Apr 2022 ENR Cost Index for the San Francisco Area) of

PROJECT COST DETAIL

Install Weir	$	45,000
Baseline Construction Cost:	**$**	**45,000**
Traffic Control	$	10,000
Subtotal:	**$**	**55,000**
Mobilization/Demobilization (5% of subtotal)	$	2,750
Estimated Construction Cost Subtotal:	**$**	**57,750**
Contingencies (30% of construction subtotal)	$	17,325
Total Estimated Construction Cost:	**$**	**75,075**
Engineering, Administration, Legal (25% of construction cost)	$	18,769
Estimated Capital Improvement Cost:	**$**	**94,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P7: Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer under the Existing 27-Inch Storm Drain

PROJECT DESCRIPTION	
Project ID	Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer under the Existing 27-Inch Storm Drain
Project Location	Along Calabazas Creek from Kifer Road to Tannery Way
Description	2,400 feet of 18 to 36-inch pipe
WWF Trigger	Existing
Estimated Capital Improvement Cost	$4,170,000
Comments	(i) Pipes are listed in order from upstream to downstream.
Assumptions	(i) New diameter based on open cut. (ii) Cost estimates are based on CCI of 15104 from the April 2022 ENR.
Alternatives	P7-Alt 1 and P7-Alt 2 Construct dry overflow sewer on top of the existing deficient sewer.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S62-37	S62-38	NEW PIPE	18	29	0.24%	13	Open Cut	$530	$ 15,529
S62-38	S62-34	22.8	27	343	0.32%	13	Open Cut	$660	$ 226,380
S62-34	S62-33	24	27	14	0.50%	13	Open Cut	$660	$ 9,240
S62-33	S62-32	24	27	40	0.33%	13	Open Cut	$660	$ 26,400
S62-32	12175-D_SSMH11	24	27	14	0.71%	12	Open Cut	$660	$ 9,240
12175-D_SSMH11	12175-D_SSMH10	27	27	386	0.33%	11	Open Cut	$660	$ 254,760
12175-D_SSMH10	12175-D_SSMH9	27	27	345	0.33%	12	Open Cut	$660	$ 227,700
12175-D_SSMH1	S72-17	30	36	598	0.07%	9	Open Cut	$880	$ 526,240
S72-17	S72-12	30	36	629	0.14%	7	Open Cut	$880	$ 553,520

Total Baseline Pipe Construction Cost	$	1,849,009
Modify Existing Manholes, 11	$	144,528
Baseline Construction Cost:	**$**	**1,993,537**
Sheeting and Shoring due to Close Building Proximity	$	65,486
Dewatering	$	65,790
Bypass Pumping (10% of pipe construction cost)	$	184,901
Remove & Replace Factor (5% of pipe construction cost)	$	91,674
Subtotal:	**$**	**2,401,388**
Mobilization/Demobilization (5% of subtotal)	$	120,069
Estimated Construction Cost Subtotal:	**$**	**2,521,457**
Contingencies (30% of construction subtotal)	$	756,437
Estimated Construction Cost:	**$**	**3,277,895**
Temporary ROW/Easement Acquisition ($4/SF)	$	73,100
Engineering, Administration, Legal (25% of construction cost)	$	819,474
Estimated Capital Improvement Cost:	**$**	**4,170,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P7-Alt 1: Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive

PROJECT DESCRIPTION	
Project ID	Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive
Project Location	Calabazas Boulevard at the Machado Avenue intersection.
Description	1 new manhole, a new 21-inch weir, and a new 21-inch pipe on Machado Avenue at the corner of Calabazas Blvd.
WWF Trigger	Existing
Estimated Capital Improvement Cost	$315,000
Comments	(i) Pipes are listed in order from upstream to downstream.
Assumptions	(i) New diameter based on open cut. (ii) Cost estimates are based on CCI of 15104 from the April 2022 ENR.
Alternatives	P7 and P7-Alt 2

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)		Total Cost ($)
CIP MH1	S52-119	NEW PIPE	21	110	1.5%	6	Open Cut	$550	$	60,500

Total Baseline Pipe Construction Cost	$	60,500
Installation of New Weir, 1	$	44,792
Modify Existing Manholes, 1	$	13,139
Install New Manholes, 1	$	16,500
Baseline Construction Cost:	**$**	**134,931**
Bypass Pumping (10% of pipe construction cost)	$	6,050
Remove & Replace Factor (5% of pipe construction cost)	$	3,025
Traffic Control (10% of pipe construction cost)	$	6,050
Subtotal:	**$**	**150,056**
Mobilization/Demobilization (5% of subtotal)	$	7,503
Estimated Construction Cost Subtotal:	**$**	**157,559**
Contingencies (30% of construction subtotal)	$	47,268
Small Project Factor (30% of construction subtotal)	$	47,268
Estimated Construction Cost:	**$**	**252,094**
Engineering, Administration, Legal (25% of construction cost)	$	63,023
Estimated Capital Improvement Cost:	**$**	**315,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P7-Alt 2: Diversion to El Camino Real (ECR) and Bowers Avenue

PROJECT DESCRIPTION	
Project ID	Diversion to El Camino Real (ECR) and Bowers Avenue
Project Location	Along El Camino Real from Calabazas Boulevard to Bowers Avenue. Along Bowers Avenue from Chromite Drive to Kifer Road. Along Calabazas Creek at Kifer Road.
Description	1,800 feet of 10 to 15-inch pipe 2,600 feet of 27 to 30-inch pipe 30 feet of new 18-inch pipe
WWF Trigger	Existing
Estimated Capital Improvement Cost	$7,008,000
Comments	(i) Pipes are listed in order from upstream to downstream.
Assumptions	(i) New diameter based on open cut. (ii) Cost estimates are based on CCI of 15104 from the April 2022 ENR.
Alternatives	P7 and P7-Alt 1

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S32-102	S32-6	10	15	24	0.21%	8	Open Cut	$505	$ 12,171
S32-6	S32-9	10	15	308	0.15%	7	Open Cut	$505	$ 155,540
S32-9	S32-10	10	15	288	0.28%	6	Open Cut	$505	$ 145,440
S32-10	S33-1	10	15	318	0.19%	6	Open Cut	$505	$ 160,792
S33-1	S33-2	10	15	335	0.22%	6	Open Cut	$505	$ 169,074
S33-2	S33-3	10	15	300	0.29%	6	Open Cut	$505	$ 151,601
S33-3	S33-4	10	15	205	0.21%	6	Open Cut	$505	$ 103,525
S33-4	S33-5	10	15	18	-0.06%	6	Open Cut	$505	$ 9,242
S53-34	S53-22	27	30	211	0.35%	9	Open Cut	$735	$ 154,865
S53-22	S53-21	27	30	80	0.65%	10	Open Cut	$735	$ 58,800
S53-21	S53-7	27	30	705	0.43%	10	Open Cut	$735	$ 518,175
S53-7	S63-36	27	30	314	0.39%	11	Open Cut	$735	$ 231,011
S63-36	S63-35	27	30	86	0.30%	12	Open Cut	$735	$ 63,284
S63-35	S63-33	27	30	354	0.55%	11	Open Cut	$735	$ 259,896
S63-33	S63-32	27	30	40	0.38%	11	Open Cut	$735	$ 29,400
S63-32	S63-27	27	30	132	0.46%	12	Open Cut	$735	$ 97,094
S63-27	S63-26	27	30	266	0.44%	13	Open Cut	$735	$ 195,510
S63-26	S63-20	27	30	400	0.55%	13	Open Cut	$735	$ 294,000
S62-37	S62-38	NEW PIPE	18	32	0.22%	13	Open Cut	$735	$ 23,226

Total Baseline Pipe Construction Cost	$	2,832,643
Modify Existing Manholes, 22	$	289,057
Baseline Construction Cost:	**$**	**3,121,700**
Bypass Pumping (10% of pipe construction cost)	$	283,264
Remove & Replace Factor (5% of pipe construction cost)	$	140,471
Traffic Control (20% of pipe construction cost)	$	561,883
Subtotal:	**$**	**4,107,318**
Mobilization/Demobilization (5% of subtotal)	$	205,366
Estimated Construction Cost Subtotal:	**$**	**4,312,684**
Contingencies (30% of construction subtotal)	$	1,293,805
Estimated Construction Cost:	**$**	**5,606,489**
Engineering, Administration, Legal (25% of construction cost)	$	1,401,622
Estimated Capital Improvement Cost:	**$**	**7,008,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project P8: GAP West Trunk Sewer Capacity Improvement

PROJECT DESCRIPTION	
Project ID	GAP West Trunk Sewer Capacity Improvement
Project Location	Along Great America Parkway from Old Glory Lane to Start and Stripes Drive. Along Stars and Stripes Drive from Great America Parkway to Lafayette Street.
Description	5,700 feet of 30 and 33 to 39-inch pipe
DWF Trigger	Future
Estimated Capital Improvement Cost	$12,993,000
Comments	(i) Pipes are listed in order from upstream to downstream.
Assumptions	(i) New diameter based on open cut. (ii) Cost estimates are based on CCI of 15104 from the April 2022 ENR.
Alternatives	NA

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S93-48	S93-44	28.9	39	423	0.16%	8	Open Cut	$955	$ 403,965
S93-44	S93-42	30	39	423	0.21%	8	Open Cut	$955	$ 403,965
S93-42	S93-36	30	39	401	0.13%	8	Open Cut	$955	$ 382,955
S93-36	S93-21	30	39	452	0.16%	7	Open Cut	$955	$ 431,660
S93-21	S93-4	30	39	451	0.18%	7	Open Cut	$955	$ 430,705
S93-4	S103-22	30	39	445	0.13%	8	Open Cut	$955	$ 424,784
S103-22	S103-19	28.8	39	400	0.17%	13	Open Cut	$955	$ 382,096
S103-16	S103-14	33	39	256	0.12%	16	Open Cut	$955	$ 244,671
S103-14	S103-9	33	39	103	0.20%	13	Open Cut	$955	$ 97,888
S103-9	S103-10	33	39	375	0.09%	13	Open Cut	$955	$ 357,648
S103-10	S103-12	33	39	471	0.10%	10	Open Cut	$955	$ 449,996
S103-12	S104-24	33	39	476	0.09%	10	Open Cut	$955	$ 454,962
S104-24	S104-26	33	39	470	0.10%	12	Open Cut	$955	$ 449,137
S104-26	S104-23	33	39	422	0.10%	10	Open Cut	$955	$ 403,010
S104-23	S104-19	33	39	121	0.75%	10	Open Cut	$955	$ 115,269

Total Baseline Pipe Construction Cost	$	5,432,709
New Manholes, 17	$	280,500
Baseline Construction Cost:	**$**	**5,713,209**
Bypass Pumping (10% of pipe construction cost)	$	543,271
Remove & Replace Factor (5% of pipe construction cost)	$	271,635
Traffic Control (20% of pipe construction cost)	$	1,086,542
Subtotal:	**$**	**7,614,656**
Mobilization/Demobilization (5% of subtotal)	$	380,733
Estimated Construction Cost Subtotal:	**$**	**7,995,389**
Contingencies (30% of construction subtotal)	$	2,398,617
Estimated Construction Cost:	**$**	**10,394,006**
Engineering, Administration, Legal (25% of construction cost)	$	2,598,502
Estimated Capital Improvement Cost:	**$**	**12,993,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

Project E1: Tracy Drive Sewer Improvement

PROJECT DESCRIPTION

Project ID	E1
Project Name	Tracy Drive Sewer Improvement
Project Location	Project begins at manhole S10-77 west of Lawrence Expy. and Tracy Dr., then Pruneridge Ave., Pomeroy Ave., and ends at manhole S22-51 in Homestead Rd. and Pepper Tree Ln.
Description	Upsize approximately 8,000 feet of 10-in to 18-in pipe to 15-in to 21-in pipe
Priority	N/A
Estimated Capital Imp. Cost	$10,693,000
Comments	(i) Pipes are listed in order from upstream to downstream (ii) The City should verify the need and the appropriate timing of implementing this project. This project is triggered by the large sewer discharge assumed for parcel APN 316-17-018, which holds an entitlement agreement to discharge a potential flow of 0.95 mgd; however, it is currently discharging less than 10 percent of the entitled rate. While the City is obligated to provide capacity for entitlement holders, it is important to note that implementing this project may result in oversized sewers where the daily flow is not sufficient to provide the minimum cleaning velocity and thus causing potential debris and odor issues.
Assumptions	(i) Cost estimates are based on the (Apr 2022 ENR Cost Index for the San Francisco Area) of 15104
Alternatives	(i) Install parallel pipe.

PROJECT COST DETAIL

U/S MH ID	D/S MH ID	Existing Diameter (inches)	New Diameter (inches)	Length (feet)	Slope (%)	Pipe Depth (feet BGL)	Construction Method	Unit Cost ($/LF)	Total Cost ($)
S10-77	S10-78	10	15	315	0.22	10	Open Cut	$505	$ 159,075
S10-78	S10-79	10	15	300	0.27	11	Open Cut	$505	$ 151,500
S10-79	S10-80	10	15	300	0.16	10	Open Cut	$505	$ 151,500
S10-80	S11-83	10	15	262	0.31	8	Open Cut	$505	$ 132,058
S11-83	S11-76	10	15	307	0.51	8	Open Cut	$505	$ 154,934
S11-76	S11-77	10	15	109	0.43	9	Open Cut	$505	$ 55,146
S11-77	S11-78	10	15	164	0.44	8	Open Cut	$505	$ 82,820
S11-78	S11-80	10	15	316	0.48	6	Open Cut	$505	$ 159,479
S11-80	S11-81	10	15	321	0.54	6	Open Cut	$505	$ 162,257
S11-81	S11-70	10	15	286	0.86	6	Open Cut	$505	$ 144,178
S11-70	S11-67	10	15	311	1.21	7	Open Cut	$505	$ 156,803
S11-67	S11-60	10	15	335	0.68	7	Open Cut	$505	$ 169,024
S11-60	S11-50	10	15	308	0.32	6	Open Cut	$505	$ 155,692
S11-50	S11-41	10	15	338	0.43	7	Open Cut	$505	$ 170,690
S11-41	S11-42	10	15	252	0.28	8	Open Cut	$505	$ 127,210
S11-42	S11-30	10	15	240	0.54	7	Open Cut	$505	$ 120,998
S11-30	S11-29	10	15	79	0.40	7	Open Cut	$505	$ 39,643
S11-29	S11-19	10	15	138	0.66	8	Open Cut	$505	$ 69,690
S11-19	S11-10	10	15	401	1.00	8	Open Cut	$505	$ 202,657
S11-10	S22-93	10	15	425	1.06	9	Open Cut	$505	$ 214,373
S22-93	S22-80	10	15	339	0.56	9	Open Cut	$505	$ 171,044
S22-80	S22-74	10	15	314	0.47	9	Open Cut	$505	$ 158,368
S22-74	S22-69	10	15	276	0.21	9	Open Cut	$505	$ 139,532
S22-69	S22-55	12	15	180	0.40	9	Open Cut	$505	$ 90,648
S22-55	S22-46	New Pipe	15	53	0.49	10	Open Cut	$505	$ 26,715
S22-46	S22-47	18	21	313	0.68	14	Open Cut	$550	$ 172,370
S22-47	S22-48	18	21	30	0.68	13	Open Cut	$550	$ 16,500
S22-48	S22-49	18	21	320	0.68	13	Open Cut	$550	$ 176,000
S22-49	S22-50	18	21	367	0.68	13	Open Cut	$550	$ 201,850
S22-50	S22-51	18	21	349	0.68	13	Open Cut	$550	$ 191,730

Total Baseline Pipe Construction Cost	$	4,124,477
New manholes (31)	$	511,500
Lower lateral replacement and cleanout, Approx. 100	$	600,000
Baseline Construction Cost:	**$**	**5,235,977**
Bypass Pumping (10% of pipe construction cost)	$	412,448
Remove & Replace Factor (5% of pipe construction cost)	$	206,224
Traffic Control (10% of pipe construction cost)	$	412,448
Subtotal:	**$**	**6,267,096**
Mobilization/Demobilization (5% of subtotal)	$	313,355
Estimated Construction Cost Subtotal:	**$**	**6,580,451**
Contingencies (30% of construction subtotal)	$	1,974,135
Total Estimated Construction Cost:	**$**	**8,554,586**
Engineering, Administration, Legal (25% of construction cost)	$	2,138,647
Estimated Capital Improvement Cost:	**$**	**10,693,000**

(Note: Cost estimates are based on April 2022 ENR CCI of 15104)

woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

City of Santa Clara
Sanitary Sewer Outlet Charge
Conveyance Fee
Report

June 2022

Background

In 2007, a Conveyance Fee component of the Sanitary Sewer Outlet Charge was approved by City Council (Resolution 07-7415). The Conveyance Fee funds capacity improvements to the sanitary sewer system required as a result of intensification and densification of land uses permitted by the General Plan and associated development land use amendments. The fee was subsequently updated in 2009 and 2010 with the following actions:

- Resolution 09-7643 approved on June 16, 2009 to update the fee to include costs of bond issuance to fund and implement projects
- Resolution 10-7741 approved on June 8, 2010 to update the fee with consideration of the following: a) resolution of other funding opportunities (i.e. redevelopment and stimulus funds); b) incorporation of latest land use information from the General Plan update finalized in 2010; and c) adjustments to the capacity project improvements listing resulting from a) and b).

Technical Basis for Projects and Fee

The initial establishment of the fee in 2007 was based upon projects identified in the 2007 Sanitary Sewer Capacity Assessment conducted by the City consultant RMC Water and Environment. This assessment accomplished the following objectives: a) develop wastewater flow projections for the City's collection area using up-to-date water use and land use information; b) develop a hydraulic model of the trunk sewer system; c) use the model to identify existing capacity deficiencies and future capacity requirements; and d) develop phased capital projects, including budget cost estimates, for implementing the required capacity improvements to the wastewater collection system. It is also important to note that the assessment fulfilled the requirement for a capacity evaluation and capacity assurance plan as required for all sewer system agencies by the Regional Water Quality Control Board.

Another sewer capacity assessment was conducted in 2009 by RMC Water and Environment. This assessment (an update to the 2007 assessment) accounted for land use changes resulting from the in-progress General Plan Update which was finalized in 2010. Recommended changes to the capacity project improvement listing and project budget cost estimates were approved with City Council Resolution 10-7741 in June of 2010.

Sanitary Sewer System Capacity Improvements

After approval of the initial project improvement listing in 2007 (Resolution 07-7415), two projects were initiated and completed as listed below. The specific projects are listed below with their completion dates and the specific deficiency project numbers from the project list.

- Calabazas Creek Sewer Improvement (El Camino Real Diversion) – 2008 (Project ID/No. 'ECR Diverson')
- El Camino Real Sanitary Sewer Improvement (Flora Vista to Calabazas Creek) – 2009 (Project No. 8)

After approval of the project improvement listing in June of 2010 (Resolution 10-7741), four projects were initiated and completed. The specific projects are listed below with their

completion dates and the specific deficiency project numbers from the project list. Two of the projects addressed multiple deficiencies.

- Walsh Avenue Sewer Improvement Project – 2011 (Project ID/No. 'West to East Alternative')
- Sanitary Sewer Improvements Phase II – 2015 (Project Nos. 4A, 4B, 5 and 6)
- Scott Boulevard and Park Avenue Sanitary Sewer Improvements – 2016 (Project Nos. 9 and 10)
- Calabazas Creek Sewer Improvement – 2020 (Project No. 11)

2016 Sanitary Sewer Master Plan Update

In 2015, the City initiated work on a comprehensive update to the prior capacity assessment work completed in 2007 and 2009. The analysis considered the latest information on water use and land use changes since 2009. The final report was completed by the City's consultant RMC Water and Environment and issued April 2016 (Sanitary Sewer Master Plan Update Final Report dated April 2016). As with prior reports, the assessment resulted in a recommended phased capital project improvement listing including budget cost estimates. Also, the hydraulic model update served as an important tool in the continuous evaluation of individual development proposals with respect to sanitary sewer capacity impacts and resulting development conditions of approval.

2022 Addendum to 2016 Sanitary Sewer Master Plan Update

In 2021, the City initiated work on an addendum to the 2016 Sanitary Sewer Master Plan (SSMP) Update to accomplish the following objectives: 1) analyze a Calabazas Creek trunk line capacity issue; 2) update the Tracy Drive Sewer Improvement project identified in the 2016 SSMP Update; and 3) identify a solution to a deficiency on the Great America Parkway West trunk line. The Calabazas Creek trunk analysis was needed due to the discovery in 2021 of existing sewer network conditions that were different than the hydraulic model. The most notable difference was the discovery of a 19-inch diameter pipe segment that was assumed to be 24-inch diameter (the same as the immediate upstream and downstream segments and consistent with the original as-built drawings). This smaller diameter pipe size results in reduced sewer capacity at this location. The Tracy Drive sewer project was being revised to better balance downstream flow between the Homestead Road and Pomeroy Avenue intermediate trunk lines. The Great America Parkway West trunk deficiency was identified for analysis due to new development plans in the tributary sewer basins.

The extent of the Calabazas Creek trunk line deficiency was evaluated, and four alternatives were studied resulting in three recommended alternatives carried forward to the deficiency project listing. Also, a solution was identified for the Great America Parkway West trunk line resulting in a recommended project to address the deficiency.

The 2022 Addendum provides an update to the 2016 project improvement listing resulting in a combined listing of the 2106 deficiency projects with the additional projects identified in the 2022 analysis. The project improvement listing is included here as Table 1.

TABLE 1
SANITARY SEWER SYSTEM
CAPACITY IMPROVEMENT PROJECT LISTING

Project ID	Project Name	Description	Estimated Capital Improvement Cost[1]
P1	Westside Lift Station Adjustment	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	Project Complete
P2	Tasman Lift Station Adjustment	Adjust the set points for the pumps to a lower elevation to eliminate unnecessary backups in the influent line.	Project Complete
P3	Cabrillo Avenue Sewer Improvement	Upsize 1,600 feet of 8-inch line in Cabrillo Ave. between Lawrence Expressway and Nobili Ave. to a 12-inch line.	$2,390,000
P4	Tasman Drive Sewer Improvement	Upsize 600 feet of 12-inch line in Tasman Dr. between Old Ironsides Dr. and Great America Pkwy. to a 15-inch line.	$832,000
P5	Sewer Diversion at Los Padres Boulevard and Saratoga Avenue	Install a weir in manhole S25-85 located in the intersection of Padres Blvd. and Saratoga Ave. to divert flow northwest to the existing 12-in line in Los Padres Blvd.	$94,000
P6	Sewer Diversion at Calabazas Boulevard and Machado Avenue	Install a new manhole upstream of S52-93 in the intersection of Calabazas Blvd. and Machado Ave., and install a new 15-inch high-level diversion line (approximately 200 feet) to divert excess flow from the existing 24-inch line in Calabazas Blvd. to the 21-inch line in Machado Ave. The diversion line should be about 6 inches higher than the invert of the 24-inch line.	Project Replaced by P7-Alt 1
P6-Alt.	Calabazas Creek Sewer Improvement	Upsize 1,800 feet of 24-inch line next to Calabazas Creek between Kifer Rd. and Scott Blvd. to a 27-inch line.	Project Complete
P7	Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer Under the Existing 27-Inch Storm Drain	Upsize 2,400 feet of CIPP lined 22.8-inch sewer, 24, 27, and 30-inch sewer next to Calabazas Creek between Kifer Road and downstream of Scott Boulevard to a 27, and 36-inch sewer. Install approximately 20 feet of 18-inch sewer between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$4,170,000
P7-Alt 1	Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive	Install a new manhole upstream of existing manhole S52-93 at the intersection of Calabazas Boulevard and Machado Avenue. Install a weir or high-level diversion sewer (approximately 120 feet) to divert excess flow from the existing 24-inch Calabazas Creek trunk to the 21-inch Machado Avenue trunk. The diversion line should be approximately 9 inches higher than the invert of the 24-inch trunk.	$315,000

Project ID	Project Name	Description	Estimated Capital Improvement Cost[1]
P7-Alt 2	Diversion to El Camino Real (ECR) and Bowers Avenue	Upsize 1,800 feet of 10-inch line along ECR between Calabazas Boulevard and Bowers Avenue to a 15-inch. Upsize 2,600 feet of 27-inch along Bowers Avenue between Chromite Drive and Kifer Road to a 30-inch. Install approximately 20 feet of 18-inch sewer on the Calabazas Creek Trunk between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$7,008,000
P8[2]	Great America Parkway West Trunk Improvements	Upsize 5,700 feet of 30-inch line along Great America Parkway between Old Glory Lane and Lafayette Street to a 39-inch. Improvements exclude the existing siphons.	$12,993,000
		Estimated Total Cost for Projects P3, P4, P5, P7 and P8: **Estimated Total Cost for Projects P3, P4, P5, P7-Alt 1 and P8:** **Estimated Total Cost for Projects P3, P4, P5, P7-Alt 2 and P8:**	**$20,479,000** **$16,624,000** **$23,317,000**
E1[3]	Tracy Drive Sewer Improvement	Upsize approximately 6,600 feet of 10- to 12-inch line in Tracy Dr. and Pomeroy Ave. to a 15-inch line; install a new 15-inch line between manholes S22-55 and S22-46 in Pomeroy Ave. and Homestead Rd. (approximately 50 feet) to divert flow into Homestead Rd. and upsize approximately 1,400 feet of 18-inch line downstream to a 21-inch.	$10,693,000
		Estimated Total Cost for All Projects (assuming P7): **Estimated Total Cost for All Projects (assuming P7-Alt 1):** **Estimated Total Cost for All Projects (assuming P7-Alt 2):**	**$31,172,000** **$27,317,000** **$34,010,000**

1. All costs are presented in 2022 dollars and include 30 percent allowance for contingencies for unknown conditions and 25 percent for engineering, administration, and legal costs.
2. Project P8 costs do not include improvements associated with the PHD Alternative 3/Gravity Scenario E project.
3. Project E1 addresses the potential capacity deficiency when parcel APN 316-17-018 begins to discharge its entitled flow of 0.95 mgd into the City's system.

Upcoming Work

The SSMP should be updated every five years to reflect any significant updates or program changes. Work will commence in 2022 on a Request for Proposals to select a consultant to perform a SSMP Update. Staff estimates returning to Council in late 2022 with a recommendation for approval of an agreement. Work would commence shortly thereafter with the planned final report be early 2024. Like prior SSMPs, this work will update the hydraulic model with the latest water use and land use changes. Analysis work will result in identification of any existing deficiencies and future anticipated deficiencies with a resulting project improvement listing with budget cost estimates. After identification of the total project costs, a rate analysis will be performed to determine if the existing conveyance fee rate is appropriate to the needed improvements.

Recommended Actions

It is recommended that this report and the updated capacity project improvement listing be approved. This will allow for continued capacity improvement projects to move forward in parallel with the planned Master Plan Update work. Because the comprehensive update to the SSMP will be initiated in 2022, and the update will include a conveyance fee rate analysis, it is recommended that the current conveyance fee rate be held constant pending completion of the future rate analysis.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING THE SANITARY SEWER OUTLET CHARGE - CONVEYANCE FEE UPDATED REPORT AND LIST OF IMPROVEMENTS

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, pursuant to Santa Clara City Code section 17.15.220, subdivision (c) and Resolution Number 07-7415, the City is authorized to collect charges for persons who desire to connect to the sanitary sewer system;

WHEREAS, the Sanitary Sewer Outlet Charge - Conveyance Fee established by Resolution 07- 7415 may be modified and updated periodically by resolution of the City Council pursuant to any applicable law, rule, regulation and conformance with any subsequent fee study prepared by or on behalf of the City of Santa Clara;

WHEREAS, the Sanitary Sewer Outlet Charge - Conveyance Fee was last modified and updated by Resolution 10-7741 pursuant to all applicable law, rule, regulation and conformance with subsequent fee study prepared by the City of Santa Clara;

WHEREAS, the City Engineer has created an updated Sanitary Sewer Outlet Charge - Conveyance Fee Report (hereinafter "Report") which is attached and includes costs associated with the sewer infrastructure improvements including acquisition, administration, plan, design, construction, and reconstruction of public sanitary sewer facilities; and,

WHEREAS, the Report has identified the need to update the list of improvements;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That said Report, as duly revised and corrected if necessary, is hereby approved, confirmed and adopted.

3. That the list of improvements contained in the Report, as duly revised and corrected if necessary, is hereby approved, confirmed and adopted.

4. That the Sanitary Sewer Outlet Charge – Conveyance Fee collected pursuant to Santa Clara City Code section 17.15.220, subdivision (c) shall be used to finance the public facilities described or identified in the Report.

5. That the amount of the Sanitary Sewer Outlet Charge – Conveyance Fee may be modified and updated periodically by resolution of the City Council pursuant to any applicable law, rule, regulation and conformance with any subsequent fee study prepared by or on behalf of the City of Santa Clara.

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 _____, 2022, 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. Sanitary Sewer Outlet Charge - Conveyance Fee Report

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

City of Santa Clara
Sanitary Sewer Outlet Charge
Conveyance Fee
Report

June 2022

Background

In 2007, a Conveyance Fee component of the Sanitary Sewer Outlet Charge was approved by City Council (Resolution 07-7415). The Conveyance Fee funds capacity improvements to the sanitary sewer system required as a result of intensification and densification of land uses permitted by the General Plan and associated development land use amendments. The fee was subsequently updated in 2009 and 2010 with the following actions:

- Resolution 09-7643 approved on June 16, 2009 to update the fee to include costs of bond issuance to fund and implement projects
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Technical Basis for Projects and Fee

The initial establishment of the fee in 2007 was based upon projects identified in the 2007 Sanitary Sewer Capacity Assessment conducted by the City consultant RMC Water and Environment. This assessment accomplished the following objectives: a) develop wastewater flow projections for the City's collection area using up-to-date water use and land use information; b) develop a hydraulic model of the trunk sewer system; c) use the model to identify existing capacity deficiencies and future capacity requirements; and d) develop phased capital projects, including budget cost estimates, for implementing the required capacity improvements to the wastewater collection system. It is also important to note that the assessment fulfilled the requirement for a capacity evaluation and capacity assurance plan as required for all sewer system agencies by the Regional Water Quality Control Board.

Another sewer capacity assessment was conducted in 2009 by RMC Water and Environment. This assessment (an update to the 2007 assessment) accounted for land use changes resulting from the in-progress General Plan Update which was finalized in 2010. Recommended changes to the capacity project improvement listing and project budget cost estimates were approved with City Council Resolution 10-7741 in June of 2010.

Sanitary Sewer System Capacity Improvements

After approval of the initial project improvement listing in 2007 (Resolution 07-7415), two projects were initiated and completed as listed below. The specific projects are listed below with their completion dates and the specific deficiency project numbers from the project list.

- Calabazas Creek Sewer Improvement (El Camino Real Diversion) – 2008 (Project ID/No. 'ECR Diverson')
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After approval of the project improvement listing in June of 2010 (Resolution 10-7741), four projects were initiated and completed. The specific projects are listed below with their

completion dates and the specific deficiency project numbers from the project list. Two of the projects addressed multiple deficiencies.

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- Calabazas Creek Sewer Improvement – 2020 (Project No. 11)

2016 Sanitary Sewer Master Plan Update

In 2015, the City initiated work on a comprehensive update to the prior capacity assessment work completed in 2007 and 2009. The analysis considered the latest information on water use and land use changes since 2009. The final report was completed by the City's consultant RMC Water and Environment and issued April 2016 (Sanitary Sewer Master Plan Update Final Report dated April 2016). As with prior reports, the assessment resulted in a recommended phased capital project improvement listing including budget cost estimates. Also, the hydraulic model update served as an important tool in the continuous evaluation of individual development proposals with respect to sanitary sewer capacity impacts and resulting development conditions of approval.

2022 Addendum to 2016 Sanitary Sewer Master Plan Update

In 2021, the City initiated work on an addendum to the 2016 Sanitary Sewer Master Plan (SSMP) Update to accomplish the following objectives: 1) analyze a Calabazas Creek trunk line capacity issue; 2) update the Tracy Drive Sewer Improvement project identified in the 2016 SSMP Update; and 3) identify a solution to a deficiency on the Great America Parkway West trunk line. The Calabazas Creek trunk analysis was needed due to the discovery in 2021 of existing sewer network conditions that were different than the hydraulic model. The most notable difference was the discovery of a 19-inch diameter pipe segment that was assumed to be 24-inch diameter (the same as the immediate upstream and downstream segments and consistent with the original as-built drawings). This smaller diameter pipe size results in reduced sewer capacity at this location. The Tracy Drive sewer project was being revised to better balance downstream flow between the Homestead Road and Pomeroy Avenue intermediate trunk lines. The Great America Parkway West trunk deficiency was identified for analysis due to new development plans in the tributary sewer basins.

The extent of the Calabazas Creek trunk line deficiency was evaluated, and four alternatives were studied resulting in three recommended alternatives carried forward to the deficiency project listing. Also, a solution was identified for the Great America Parkway West trunk line resulting in a recommended project to address the deficiency.

The 2022 Addendum provides an update to the 2016 project improvement listing resulting in a combined listing of the 2106 deficiency projects with the additional projects identified in the 2022 analysis. The project improvement listing is included here as Table 1.

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P5	Sewer Diversion at Los Padres Boulevard and Saratoga Avenue	Install a weir in manhole S25-85 located in the intersection of Padres Blvd. and Saratoga Ave. to divert flow northwest to the existing 12-in line in Los Padres Blvd.	$94,000
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P6-Alt.	Calabazas Creek Sewer Improvement	Upsize 1,800 feet of 24-inch line next to Calabazas Creek between Kifer Rd. and Scott Blvd. to a 27-inch line.	Project Complete
P7	Calabazas Creek Trunk Upsize and Installation of Parallel 18-Inch Sewer Under the Existing 27-Inch Storm Drain	Upsize 2,400 feet of CIPP lined 22.8-inch sewer, 24, 27, and 30-inch sewer next to Calabazas Creek between Kifer Road and downstream of Scott Boulevard to a 27, and 36-inch sewer. Install approximately 20 feet of 18-inch sewer between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$4,170,000
P7-Alt 1	Calabazas Creek Trunk Diversion to Machado Avenue and Chromite Drive	Install a new manhole upstream of existing manhole S52-93 at the intersection of Calabazas Boulevard and Machado Avenue. Install a weir or high-level diversion sewer (approximately 120 feet) to divert excess flow from the existing 24-inch Calabazas Creek trunk to the 21-inch Machado Avenue trunk. The diversion line should be approximately 9 inches higher than the invert of the 24-inch trunk.	$315,000

Project ID	Project Name	Description	Estimated Capital Improvement Cost[1]
P7-Alt 2	Diversion to El Camino Real (ECR) and Bowers Avenue	Upsize 1,800 feet of 10-inch line along ECR between Calabazas Boulevard and Bowers Avenue to a 15-inch. Upsize 2,600 feet of 27-inch along Bowers Avenue between Chromite Drive and Kifer Road to a 30-inch. Install approximately 20 feet of 18-inch sewer on the Calabazas Creek Trunk between existing manholes S62-37 and S62-38 under the existing 27-inch storm drain line.	$7,008,000
P8[2]	Great America Parkway West Trunk Improvements	Upsize 5,700 feet of 30-inch line along Great America Parkway between Old Glory Lane and Lafayette Street to a 39-inch. Improvements exclude the existing siphons.	$12,993,000
		Estimated Total Cost for Projects P3, P4, P5, P7 and P8: **Estimated Total Cost for Projects P3, P4, P5, P7-Alt 1 and P8:** **Estimated Total Cost for Projects P3, P4, P5, P7-Alt 2 and P8:**	**$20,479,000** **$16,624,000** **$23,317,000**
E1[3]	Tracy Drive Sewer Improvement	Upsize approximately 6,600 feet of 10- to 12-inch line in Tracy Dr. and Pomeroy Ave. to a 15-inch line; install a new 15-inch line between manholes S22-55 and S22-46 in Pomeroy Ave. and Homestead Rd. (approximately 50 feet) to divert flow into Homestead Rd. and upsize approximately 1,400 feet of 18-inch line downstream to a 21-inch.	$10,693,000
		Estimated Total Cost for All Projects (assuming P7): **Estimated Total Cost for All Projects (assuming P7-Alt 1):** **Estimated Total Cost for All Projects (assuming P7-Alt 2):**	**$31,172,000** **$27,317,000** **$34,010,000**

1. All costs are presented in 2022 dollars and include 30 percent allowance for contingencies for unknown conditions and 25 percent for engineering, administration, and legal costs.
2. Project P8 costs do not include improvements associated with the PHD Alternative 3/Gravity Scenario E project.
3. Project E1 addresses the potential capacity deficiency when parcel APN 316-17-018 begins to discharge its entitled flow of 0.95 mgd into the City's system.

Upcoming Work

The SSMP should be updated every five years to reflect any significant updates or program changes. Work will commence in 2022 on a Request for Proposals to select a consultant to perform a SSMP Update. Staff estimates returning to Council in late 2022 with a recommendation for approval of an agreement. Work would commence shortly thereafter with the planned final report be early 2024. Like prior SSMPs, this work will update the hydraulic model with the latest water use and land use changes. Analysis work will result in identification of any existing deficiencies and future anticipated deficiencies with a resulting project improvement listing with budget cost estimates. After identification of the total project costs, a rate analysis will be performed to determine if the existing conveyance fee rate is appropriate to the needed improvements.

Recommended Actions

It is recommended that this report and the updated capacity project improvement listing be approved. This will allow for continued capacity improvement projects to move forward in parallel with the planned Master Plan Update work. Because the comprehensive update to the SSMP will be initiated in 2022, and the update will include a conveyance fee rate analysis, it is recommended that the current conveyance fee rate be held constant pending completion of the future rate analysis.

AMENDED
AB1600 REPORT ON DEVELOPMENT IMPACT FEES
For Fiscal Year ended June 30, 2021

BACKGROUND

Cities and counties often charge fees on new development to fund public improvements, public amenities and public services. For example, Traffic Mitigation Fees are used to fund transit facilities, streets, bike lanes and sidewalks. These fees are commonly known as development impact fees (Developer Fees). In 1989, the State Legislature passed Assembly Bill 1600 (AB1600) which added Section 66000, et seq., to the California Government Code. The chapter sets forth a number of requirements that local agencies must follow if they are to collect fees from developers to defray the cost of the construction of public facilities related to development projects. Government Code Sections 66000-66025 apply to developer fees established, increased or imposed on or after January 1, 1989, and generally sets forth four broad requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees and to establish a "nexus" or connection between a development project or class of project and the public improvement being financed with the fee.

2. The fee revenue must be segregated from the General Fund in order to avoid commingling of public improvement fees and the General Fund.

3. If a local jurisdiction has had possession of a developer fee for five years or more and has not committed that money to a project or actually spent that money, then it must make findings describing the continuing need for that money each fiscal year after the five years have expired.

4. If a local jurisdiction cannot make the findings required under paragraph 3, then the city or county must go through a refund procedure.

The Traffic Mitigation Fee, Sanitary Sewer Outlet Fee, Sanitary Sewer Connection Fee, Sanitary Sewer Conveyance Fee, Storm Drain Fee, Parks Mitigation Fee, and Affordable Housing Fees that the City of Santa Clara (City) collects qualify as Development Impact Fees and therefore must comply with the above referenced Government Code Sections. The amount of each of these development impact fees for fiscal year 2020-21 is reflected in the City's Municipal Fee Schedule, previously adopted by the City Council. The schedule is available at: https://www.santaclaraca.gov/home/showpublisheddocument/67706/637257428199370000. As required by law, these fees are segregated and accounted for as Special Revenue Funds. Government Code Section 66001 requires the City to make available to the public certain information regarding these fees for each fund within 180 days after the end of each fiscal year. Accordingly, the following report is presented to the City Council for review.

The report is amended to reflect the Sanitary Sewer Conveyance Fee omitted in the original report approved by Council in February 2022 as the Sanitary Sewer Master Plan efforts were underway. The activities summary for the Sanitary Sewer Conveyance Fee from fiscal year 2016-17 through 2020-21 is on page 4 and the projects programmed for the impact fees held over five years are listed on page 11.

ANALYSIS

Using the accounting method known as first in, first out (FIFO), which means the first revenue received is assumed to be the first spent, staff analyzed the annual balances at the end of fiscal year 2020-21 to determine what portion, if any, of the balance was five or more years old. If a balance is more than five years old, a review of previously identified projects is undertaken to determine if any developer fees collected need to be refunded.

Many of the identified projects are already underway, and the City has appropriated funds for these projects as noted in the City's FY2020-21and 2021-22 Biennial CIP Budget Book. The book is available at https://www.santaclaraca.gov/home/showpublisheddocument/70351/637443319258630000. The identification of each Capital Project on which fees were expended and the amount of the expenditures on each Capital Project including the total percentage of the cost of the Capital Project that was funded with fees are detailed in Exhibit A.

Traffic Mitigation Fee

The Traffic Mitigation Fee is levied to fund improvements or programs to mitigate City traffic problems that result either directly or indirectly from development projects. To determine the traffic mitigation fees the City conducts a Traffic Impact Fee Nexus study. The most recent report was approved by Council August 21, 2018. The basis of Santa Clara's traffic impact fee is the number of net new PM peak hour vehicle trips generated by new development. Those additional trips result in the traffic impacts the fee is intended to mitigate. The fee is calculated by dividing the total cost of the projects in the Traffic Mitigation Program by the number of additional PM peak hour trips generated by new development, which results in a "per PM peak hour trip" fee amount. For simplicity of application, this fee is then converted to a fee per square foot, per hotel room, or per dwelling unit, based on the trip generation rates in the latest ITE Trip Generation Manual. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Traffic Mitigation Fund from 2016-17 through 2020-21.

Fund 123 & 533	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ 7,852,470	$ 8,711,428	$ 8,448,382	$ 10,353,046	$ 10,448,972
Developer Fees	1,370,084	855,324	1,958,563	182,518	728,208
Interest Income	81,481	115,449	196,524	200,204	152,901
Expenditures	(592,607)	(1,233,819)	(250,423)	(286,796)	(824,491)
Ending Balance	$ 8,711,428	$ 8,448,382	$ 10,353,046	$ 10,448,972	$ 10,505,590

During 2020-21, the City collected $728,208 of traffic mitigation fees, earned $152,901 from interest and incurred $824,491 of project expenditures. The grand total of the Traffic Impact Fee fund balance that is available at the end of 2020-21 is $10,505,590 of which $3,371,224 has been held for over five years. Exhibit A identifies the projects that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000, et seq.

Sanitary Sewer Outlet Fee

The Sanitary Sewer Outlet Fee is collected from developers to construct public sanitary sewer facilities. City Council passed Ordinance 1778 on December 3, 2002 which created the sanitary sewer outlet charge which is used for the acquisition, construction, reconstruction, maintenance, and operation of off-site sewerage facilities, and to repay principal and interest on bonds issued for the construction and reconstruction of such sewerage facilities. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Sanitary Sewer Outlet Fees from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ (2,547,612)	$ (2,075,945)	$ (1,831,352)	$ (1,588,864)	$ (1,288,884)
Developer Fees	471,667	244,593	242,488	299,980	199,286
Expenditures	-	-	-	-	-
Ending Balance	$ (2,075,945)	$ (1,831,352)	$ (1,588,864)	$ (1,288,884)	$ (1,089,598)

The amount of developer fees collected in 2020-21 was $199,286. The outstanding balance in the Sanitary Sewer Outlet Fee Fund at the end of 2020-21 is ($1,089,598). Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 development fees.

There is no impact on City resources since all qualified impact fees collected by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Sanitary Sewer Connection Fee

The Sanitary Sewer Connection Fee was adopted to improve and expand the sewer collection system. City Council passed Ordinance 1428 on August 25, 1981 which created the sanitary sewer connection charge which is charged whenever a property is initially connected or requires an addition of a new connection to the sanitary sewer system. The fee is charged based on type of dwelling unit for residential (single family, duplex, condominium, etc.) and non-residential which charges based on connection size. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes activity for the Sanitary Sewer Connection Fee from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ (38,526,561)	$ (50,329,856)	$ (74,240,874)	$ (87,737,999)	$ (116,641,597)
Developer Fees	2,350,574	1,625,820	2,303,752	1,124,123	1,007,031
Expenditures	(14,153,869)	(25,536,838)	(15,800,877)	(30,027,721)	(5,488,096)
Refunded Expenditures	-	-	-	-	6,825,720
Ending Balance	$ (50,329,856)	$ (74,240,874)	$ (87,737,999)	$ (116,641,597)	$ (114,296,942)

During 2020-21, the City collected $1,007,031 from developer fees and spent $5,488,096 in construction project. The City received a cumulative $6,825,720 in construction refunds from the City of San Jose for the Joint Venture project, and the City reported this under a separate Refunded Expenditures line. The

current year deficit along with prior cumulative deficits brought the impact fee balance to ($114,296,942) as of 2020-21. Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 development fees.

There is no impact on City resources since all qualified impact fees held by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Sanitary Sewer Conveyance Fee

The Sewer Conveyance Fee was approved by City Council in June 2007 and is intended to mitigate development impacts to the City's sanitary sewer conveyance system resulting from increases in the sanitary sewer discharges. The amount of Sanitary Sewer Conveyance Fee is based directly on the potential sewer discharge volumes of the proposed land uses. The fee was based on a Sanitary Sewer Capacity Assessment Report 2006, and subsequent update in 2016. The basis of Santa Clara's sewer conveyance fee is sewer flow rate generated by the new development. The fee is calculated by dividing the total cost of the capacity improvement projects in the Sanitary Sewer Master Plan or its predecessor reports by the total projected sanitary sewer flow rate generated by future developments, which results in a "per gallon per day (GPD)" fee amount. The per GPD fee multiplied by the estimated sanitary sewer flow rate (GPD) generated by a new development is the sanitary sewer conveyance fee for that new development.

The following table summarizes the activity for the Sanitary Sewer Conveyance Fees from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$13,737,225	$ 22,504,850	$26,847,028	$34,179,296	$38,232,186
Developer Fees	8,630,774	4,136,935	6,916,161	4,079,586	3,126,854
Interest Income	211,354	307,104	515,362	705,177	559,621
Expenditures	(74,503)	(101,861)	(99,255)	(731,873)	(2,499,454)
Ending Balance	$22,504,850	$ 26,847,028	$34,179,296	$38,232,186	$39,419,207

The current year's developer fees and interest income of $3,126,854 and $559,621 respectively, were partially offset by expenditures of $2,499,454. The net change resulted in a current balance of $39,419,207 of which $7,275,439 has been held for over five years. Exhibit A identifies the project that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Storm Drain Fee

The Storm Drain Fee is levied to mitigate City storm drainage that results either directly or indirectly from development projects. The Storm Drain Outlet Fee is codified in the Santa Clara City Code Section 17.15.220 Sanitary Sewer and Storm Drains and was created for the purpose of defraying the estimated costs of constructing planned drainage facilities for removal of surface and storm waters from local drainage areas. The fee is charged based on the amount of acreage being developed with a project. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Storm Drain Fees from 2016-17 through 2020-21.

Fund 535	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$552,889	$555,070	$626,783	$586,578	$613,299
Developer Fees	10,375	67,194	5,749	15,409	27,903
Interest Income	5,213	4,760	8,845	11,312	9,233
Expenditures	(13,407)	(241)	(54,799)	-	-
Ending Balance	$555,070	$626,783	$586,578	$613,299	$650,435

During 2020-21, the City collected $27,903 from developer fees and earned $9,233 from interest. The grand total of the Storm Drain Fees that is available at the end of 2020-21 is $650,435 of which $240,903 has been held for over five years. Exhibit A identifies the projects that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Parks Mitigation Fee

The Parks Mitigation Fee was adopted in fiscal year 2014-15 and went into effect for the 2016-17 fiscal year. Fees received can be used to provide (acquire) public parkland and/or make necessary park improvements according to the restrictions of the Mitigation Fee Act and help the City to address its park, recreation and open space needs The City of Santa Clara completed a Parks & Recreation Facilities Development Impact Fee Study in 2014 and in 2019 that were reviewed and approved by the City Council after community and stakeholder public comment hearings. These reports provide the necessary findings required by the Mitigation Fee Act and Quimby Act for the adoption of the fees by Council resolution contained in the Municipal Fee Schedule. These reports provide the facility cost and land acquisition cost data and analysis and describe the methodology for calculation of the fees.

The parks and recreation facilities fees use an existing inventory demand standard translated into facility costs per capita to determine new development's fair share of planned facility costs. A cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the existing inventory of parks and recreation facilities. New residential development would fund the expansion of facilities at the same rate that existing residential development has provided facilities to date. The City uses the existing ratio of developed parkland per 1,000 residents. In 2010 the standard was 2.45. The current standard is 2.60. (Quimby Act allows 3.0 acres/1,000 resident Standard).

The formula to calculate the cost per capita of providing new park facilities involves the following variables: (A) the value per acre of parkland by Zip Code Area of the City (95050, 90551, and 95054) as established by annual appraisal; (B) the Level of Service standard (parkland acres per 1,0000 residents); (C) Cost per 1,000 Capita; (D) cost per capita; (F) Development land use type density per household (Single Family = 2.98, Multifamily = 2.40); (G) the per capita value of parkland improvements, and (H) a 2% in lieu fee program administrative charge. The formula used is C = A x B, D = C/1,000. This cost per capita for parkland (D), and the cost per capita for improvements (G), are each multiplied by the density of development type (F): D x F + G x F = Base Fee (E). The administrative fee (H) is then added to the Base Fee (E) for the "Total Fee" (I) for each Zip Code Area: H + E = I.

The calculation tables are provided in the in-Lieu Fee Resolution adopted by Council and posted on the City website and incorporated into the Municipal Fee Schedule. Based on the date the resident

developer's Project application is deemed complete, the total parkland due can be calculated, the developed parkland dedicated, and credits deducted for eligible on-site recreational amenities.

The following table summarizes the activity for the Parks Mitigation Fee from 2016-17 through 2020-21.

Fund 532	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ -	$13,505,806	$10,545,074	$ 5,261,415	$10,771,523
Developer Fees	14,780,447	-	268,091	7,159,545	1,522,149
Interest Income	90,301	147,253	111,431	176,942	110,320
Expenditures	(1,364,942)	(3,107,985)	(5,663,181)	(1,826,379)	(3,466,274)
Ending Balance	$13,505,806	$10,545,074	$ 5,261,415	$10,771,523	$ 8,937,718

During 2020-21, the City collected $1,533,149 for Park Mitigation fees, earned $110,320 from interest, and incurred $3,466,274 of project expenditures. The grand total of the Parks Mitigation Fee that is available at the end of 2020-21 is $8,937,718. There are no fees that have been held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Affordable Housing Fee

The Affordable Housing Fee was adopted to mitigate the impacts of new market-rate housing development and non-residential development on the need for affordable housing, in addition to assisting in meeting the City's share of the region's housing need and implementing the goals, policies and actions specified in the Housing Element of the general plan. City Council passed Ordinance 1974 on December 5, 2017 which established the affordable housing fee applicable to residential and nonresidential projects and to encourage the development of rental housing and as well as smaller units that may be more affordable by design. The fee established are significantly lower than the amount needed to fully mitigate the impacts of the new for-sale and rental resident projects and non-residential project on the need for affordable housing. The fees shall automatically adjust for inflation annually using the Engineering News Record McGraw-Hill Construction Weekly Building Index for San Francisco.

The following table summarizes the activity for the Affordable Housing Fee from 2016-17 through 2020-21.

Fund 565	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Developer Fees	-	-	-	-	130,201
Interest Income	-	-	-	-	1,083
Expenditures	-	-	-	-	-
Ending Balance	$ -	$ -	$ -	$ -	$ 131,284

During 2020-21, the City collected $130,201 from developer fees and earned $1,083 from interest. The grand total of the Affordable Housing Fees that is available at the end of 2020-21 is $131,284. There are no fees that have been held over five years.

There is no impact on City resources since all qualified impact fees collected by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

PUBLIC NOTICE: Public notification was achieved by posting the availability of the report 15 days prior to the meeting, as required by Government Code Section 66006(b)(2).

Attachments:

Exhibit A: Summary of Development Impact Fees

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Streets and Highways (Fund 123 & 533)

Traffic Mitigation Fee (Fund 123 and 533)	
FY 2019-20 Ending Fund Balance	**$ 10,448,972**
Fees Collected	728,208
Interest Earned	152,901
Expenditures	(824,491)
FY 2020-21 Ending Fund Balance	**$ 10,505,590**
Funds Accumulated in Current and Last 5 Years	$ 7,134,366
Funds Held Longer than 5 Years	$ 3,371,224
Projects Programmed for Impact Fees	$ 6,939,452

					Traffic Mitigation Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status/ Estimated Completion Year**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1206	Pruneridge Ave-Lawrence Expwy Bicycle Lanes Improvement	2021	$ 575,000	100%	20%	$ 115,000	$ 15,411	$ 99,589	$ 15,411
1214	Coleman Avenue Widening	2021	115,747	100%	0%	79	79	-	-
1215	Sidewalk Installation Program	2021	143,955	100%	21%	30,208	30,208	-	-
1216	Traffic Studies and Signal Needs Assessment/Upgrade	Ongoing	500,000	100%	64%	320,000	222,280	97,720	67,930
1217	Central Control Traffic Signal Upgrade	2022	3,019,800	100%	88%	2,647,871	1,572,357	1,075,514	39,616
1218	Traffic Pre-Emptors	2022	1,295,259	100%	93%	1,208,104	508,601	699,503	2,999
1219	Traffic Signal Enhancements	Ongoing	734,141	100%	100%	734,141	572,051	162,090	42,047
1220	Pedestrian and Bicycle Enhancement Facilities	Ongoing	2,759,954	100%	86%	2,359,954	1,378,452	981,502	-
1221	Traffic Monitoring at Various Locations- Phase "C"	2021	123,783	100%	100%	123,783	123,783	-	-
1222	Citywide Accessible Pedestrian Signal Installation	Ongoing	200,000	100%	100%	200,000	11,623	188,377	391
1224	Traffic Signal Replacement - ECR-Lafayette, Homestead, Scott Area	2029	860,510	100%	0%	2,510	2,510	-	-
1232	Traffic Signal Interconnect Upgrade	2025	244,560	100%	41%	100,000	14,491	85,509	14,491
1233	Pedestrian Master Plan	2021	307,135	100%	9%	27,921	-	27,921	-
1234	Travel Demand Model Update	Ongoing	216,700	100%	92%	200,000	16,700	183,300	16,700
1236	Traffic Signal Modification	2021	8,160	100%	87%	7,100	7,100	-	-
1237	MCB/GAP Intersection Improvement	2021	8,368,124	100%	40%	3,330,400	1,623,243	1,707,157	383,175
1238	Pedestrian Crosswalk Sensors	2021	300,000	100%	100%	300,000	-	300,000	-
1242	ntersection Improvement- ECR at San Thomas Phase B	2021	2,843,588	100%	66%	1,886,041	1,683,590	202,451	-
1245	Benton Bike Lane	2021	1,726,000	100%	10%	172,000	129,810	42,190	129,810
1248	Pruneridge Ave-Complete Street Plan	2021	416,347	100%	22%	90,270	-	90,270	-
1249	Multimodal Improvement Plan	2021	740,000	100%	32%	238,280	-	238,280	-
1251	HAWK Beacon Scott and Harrison	2021	750,000	100%	73%	544,000	12,340	531,660	12,340
1253	Saratoga Bike Lane	2021	71,000	100%	46%	32,500	32,500	-	32,500
1261	Santa Clara School Access Improvements	2022	200,000	100%	100%	200,000	67,081	132,919	67,081
1262	Scott-Benton Traffic Signal Timing	2022	165,000	100%	17%	28,500	-	28,500	-
1376	Vehicle Emission Reduction	Ongoing	65,000	100%	100%	65,000	-	65,000	-
Totals			**$ 26,749,763**			**$ 14,963,662**	**$ 8,024,210**	**$ 6,939,452**	**$ 824,491**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Outlet Fee (Fund 594)

Sanitary Sewer Outlet Fee (Fund 594)	
FY 2019-20 Ending Fund Balance	**$ (1,288,884)**
Fees Collected	199,286
Interest Earned	-
Expenditures	-
FY 2020-21 Ending Fund Balance	**$ (1,089,598)**
Funds Accumulated in Current and Last 5 Years	$ 1,478,409
Funds Held Longer than 5 Years	$ -
Projects Programmed for Impact Fees	$ -

					Sanitary Sewer Outlet Fee Since Inception Date Through June 30, 2021				
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining [1]**	**FY 2020-21 Impact Fee Expenditure**
1907	Development Extensions	Ongoing	**$ 220,445**	100%	100%	**220,445**	**1,310,043**	**$ (1,089,598)**	**$ -**

Note (1) Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 Development Fees

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Connection Fee (Fund 594)

Sanitary Sewer Connection Fee (Fund 594)		
FY 2019-20 Ending Fund Balance	**$**	**(116,641,597)**
Fees Collected		1,007,031
Prior Years Construction Adjustments		6,825,720
Expenditures		(5,488,096)
FY 2020-21 Ending Fund Balance	**$**	**(114,296,942)**
Funds Accumulated in Current and Last 5 Years	$	9,749,718
Funds Held Longer than 5 Years	$	-
Projects Programmed for Impact Fees	$	-

					Sanitary Sewer Connection Fee Since Inception Date Through June 30, 2021				
Project #	Description	Project Status	Total Project Appropriation All Funding Sources	Funding Status	% Impact Fee Funded	Total Impact Fee Appropriation	Total Impact Fee Expenditures	Impact Fee Appropriation Remaining [1]	FY 2020-21 Impact Fee Expenditure
1908	S.J.- S.C. Regional Wastewater Facility	Ongoing	$ 162,556,977	100%	7%	12,172,057	126,468,999	$ (114,296,942)	$ 5,488,096

Note (1) Amounts have been transferred within the Sewer Enterprise Operating Fund and Debt Service Fund to make up the negative balance for Capital Projects financed with AB1600 Development Fees There were no interfund loans.

(2) The constrcution refunds from City of San Jose were not reported as reduction of the expenditures from FY2017-18 through FY2019-20. The refund in amount of $6,825,720 was adjusted in FY2020-21.

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Conveyance Fee (Fund 594)

Sanitary Sewer Conveyance Fee (Fund 594)	
FY 2019-20 Ending Fund Balance	**$ 38,232,186**
Fees Collected	3,126,854
Interest Earned	559,621
Expenditures	(2,499,454)
FY 2020-21 Ending Fund Balance	**$ 39,419,207**
Funds Accumulated in Current and Last 5 Years	$ 32,143,768
Funds Held Longer than 5 Years	$ 7,275,439
Projects Programmed for Impact Fees	$ 19,275,954

					Sanitary Sewer Conveyance Fee Since Inception Date Through June 30, 2021				
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1909	Sanitary Sewer Capacity Improvements	Ongoing	$ 30,013,640	100%	100%	$ 30,013,640	$ 11,024,937	$ 18,988,703	$ 2,320,182
1919	Sanitary Sewer Hydraulic Modeling As Needed Support	Ongoing	973,636	100%	48%	466,523	179,272	287,251	179,272
Totals			**$ 30,987,276**			**$ 30,480,163**	**$ 11,204,209**	**$ 19,275,954**	**$ 2,499,454**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Storm Drain Fee (Fund 535)

Storm Drain Fee (Fund 535)		
FY 2019-20 Ending Fund Balance	**$**	**613,299**
Fees Collected		27,903
Interest Earned		9,233
Expenditures		-
FY 2020-21 Ending Fund Balance	**$**	**650,435**
Funds Accumulated in Current and Last 5 Years	$	409,532
Funds Held Longer than 5 Years	$	240,903
Projects Programmed for Impact Fees	$	278,469

					Storm Drain Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1831	Miscellaneous Storm Drain Improvements	Ongoing	$ 316,577	100%	32%	100,000	-	100,000	$ -
1834*	Storm Drain System Improvement	Ongoing	425,374	100%	100%	425,374	392,106	33,268	-
1835	Storm Drain Outfall Reconstruction Program	Ongoing	1,673,000	100%	39%	650,000	504,799	145,201	-
Totals			**$ 2,414,951**			**$ 1,175,374**	**$ 896,905**	278,469	$ -

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Parks Mitigation Fee (Fund 532)

Parks Mitigation Fee (Fund 532)	
FY 2019-20 Ending Fund Balance	**$ 10,771,523**
Fees Collected	1,522,149
Interest Earned	110,320
Expenditures	(3,466,274)
FY 2020-21 Ending Fund Balance	**$ 8,937,718**
Funds Accumulated in Current and Last 5 Years	$ 24,366,479
Funds Held Longer than 5 Years	$ -
Projects Programmed for Impact Fees	$ 5,576,448

						Parks Mitigation Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status/ Estimated Completion Year**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
3001	Misc. Park Improvements	Ongoing	$ 2,265,374	100%	26%	$ 591,400	591,400	$ -	$ 391,400
3136	Westwood Oaks Park Playground Rehabilitatiion	2023	1,149,800	100%	100%	1,149,800	-	1,149,800	-
3177	Youth Soccer Fields & Athletic Facilities	2021	45,251,768	100%	22%	10,032,925	9,989,884	43,041	2,569,886
3178	Playground Construction	2022	4,335,275	100%	21%	920,121	920,121	-	339,886
3181	Park Impact Fees Monitoring Project	Ongoing	1,148,791	100%	73%	834,019	343,352	490,667	49,471
3184	Montague Park Enhancement	2022	4,290,000	100%	100%	4,290,000	397,060	3,892,940	115,631
Totals			**$ 58,441,008**			**$ 17,818,265**	**$ 12,241,817**	**$ 5,576,448**	**$ 3,466,274**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Affordable Housing Fee (Fund 565)

Affordable Housing Fee (Fund 565)		
FY 2019-20 Ending Fund Balance	**$**	**-**
Fees Collected		130,201
Interest Earned		1,083
Expenditures		-
FY 2020-21 Ending Fund Balance	**$**	**131,284**
Funds Accumulated in Current and Last 5 Years	$	131,284
Funds Held Longer than 5 Years	$	-
Projects Programmed for Impact Fees	$	-

					Affordable Housing Fee Since Inception Date Through June 30, 2021				
Project #	Description	Project Status	Total Project Appropriation All Funding Sources	Funding Status	% Impact Fee Funded	Total Impact Fee Appropriation	Total Impact Fee Expenditures	Impact Fee Appropriation Remaining [1]	FY 2020-21 Impact Fee Expenditure

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ACCEPTING THE AMENDED AB1600 REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR ENDED JUNE 30, 2021 AND MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2021

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Government Code Sections 66000 and following (commonly known as, and referenced herein as, "AB1600") regulate the imposition, collection, maintenance, expenditure and reporting of impact fees imposed on developers for the purpose of defraying costs of public facilities;

WHEREAS, the City of Santa Clara ("City") has identified seven (7) impact fees collected from developers that are subject to AB1600's requirements. Those funds are the Traffic Mitigation Fee (Funds 123/533), the Sanitary Sewer Outlet Fee (Fund 594), the Sanitary Sewer Connection Fee (Fund 594), the Sanitary Sewer Conveyance Fee (Fund 594), the Storm Drain Fee (Fund 535), the Parks Mitigation Fee (Fund 532) and the Affordable Housing Fee (Fund 565);

WHEREAS, in accordance with the provisions of AB1600, the City has set up separate special revenue funds for each type of fee, crediting earned interest to those funds, and spending the accumulated fees and related interest on appropriate expenditures;

WHEREAS, the City has prepared an annual report for fiscal year 2020-21 in accordance with AB1600, "AB1600 Report on Development Impact Fees for Fiscal Year ended June 30, 2021," reflecting the beginning and ending balances of each separate fund containing impact fees; the amount of fees collected and the interest earned for the year; the amount of expenditures and refunds made in the year; the percentage of expenditures paid for by fees; and a description of the type of fees. The amount of each of these development impact fees for FY 2020-21 is reflected in the City's Municipal Fee Schedule, previously adopted by this Council;

WHEREAS, a copy of the annual report has been on file and available for review in the City Clerk's Office and the Finance Department at Santa Clara City Hall, and online at Santaclaraca.gov/Finance since January 14, 2022;

WHEREAS, the City has prepared an amended annual report for fiscal year 2020-21 in accordance with AB1600, "Amended AB1600 Report on Development Impact Fees for Fiscal Year ended June 30, 2021," to include the Sanitary Sewer Conveyance Fee that had originally been omitted while master planning efforts were underway.

WHEREAS, a copy of the amended annual report has been on file and available for review in the City Clerk's Office and the Finance Department at Santa Clara City Hall, and online at Santaclaraca.gov/Finance since July 29, 2022;

WHEREAS, AB1600 requires the City to make specific findings every five (5) years with respect to any portion of the fees remaining unexpended or uncommitted after a period of five (5) years to 1) identify the purpose to which the fee is to be put, 2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged, 3) identify all sources and amounts of funding anticipated to complete financing of the improvement, and 4) designate the approximate date on which such funding will be available;

WHEREAS, the Traffic Mitigation Impact Fee, which was established for the purpose of providing a source of funding for traffic improvements, contains some fee revenues which were received more than five (5) years ago. The sum of $3,371,224 representing fees and accrued interest collected for traffic mitigation remains unexpended five (5) or more years after deposit of the fees;

WHEREAS, the Storm Drain Fee, which was established for the purpose of mitigating storm drainage that results directly or indirectly from development projects, contains some fee revenues which were received more than five (5) years ago. The sum of $240,903 representing fees and accrued interest collected for storm drainage mitigation remains unexpended five (5) or more years after deposit of the fees;

WHEREAS, the Sanitary Sewer Conveyance Fee, which was established for the purpose of mitigating sanitary sewer conveyance load that results directly or indirectly from development projects, contains some fee revenues which were received more than five (5) years ago. The sum of $7,275,439 representing fees and accrued interest collected for sewer conveyance mitigation remains unexpended five (5) or more years after deposit of the fees;

WHEREAS, the City desires to make the findings required by law with respect to these unexpended fees.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby accepts the attached Amended AB1600 Report on Development Impact Fees for Fiscal Year ended June 30, 2021 ("Amended Report"), and makes the following findings:

A. The Traffic Mitigation Impact Fee revenues are to be used to construct traffic improvements needed by new development. The amount of the fee for different land use types is proportionate to the need for traffic improvements generated by such land use types. This fee is still necessary as several projects are tied to larger development projects that have yet to occur. These development projects are still anticipated to take place based on the City's General Plan. The traffic mitigation fee is set at a lower rate than justified, and as a result projects are underfunded. This has also slowed down progress on projects resulting in some project costs increasing. Periodically, as the City updates the General Plan and as new development occurs, additional improvement projects are identified and added to the Traffic Mitigation Fee Project List.

B. The portion of the $10,505,590 fund balance in the Traffic Mitigation Fund that was at least five (5) years old as of June 30, 2021, totals $3,371,24. The City will use the entire fund balance for the projects identified in Exhibit A of the Amended Report which are programmed in the Capital Improvement Plan. The Traffic Mitigation Fund has projects

scheduled in the current Capital Improvement Plan for the next five (5) years and depends upon additional fees and interest each year. Projects identified in Exhibit A which are funded at less than 100% with Traffic Mitigation Impact fees are funded by other sources totaling $11,786,101. Remaining appropriations totaling $8,316,545 from the other sources are as follows: Reimbursable Grants $440,232; Bonds Proceeds $1,484,476; Curb Sidewalk Fee $376,003, Measure B $271,626, Electric Utility Contribution $430,553; Regional Traffic Mitigation Fee $707,720, General Fund $1,400,000, and Developer Contributions $3,205,935. All payments have been received and are available except the Reimbursable Grants. The City expects to receive Grant repayments in fiscal year 2020-21.

C. The Storm Drain Impact Fee revenues are to be used to mitigate City storm drainage that results either directly or indirectly from development projects. The amount of the fee is proportionate to the need for storm drainage improvements generated by development projects. This fee is still necessary as several storm drain projects are tied to larger development projects that have yet to occur. These development projects are still anticipated to take place based on the City's General Plan. As new development occurs, additional improvement projects are identified and added to the Storm Drain Impact Fee Project List.

D. The portion of the $650,435 fund balance in the Storm Drain Impact Fee Fund that was at least five (5) years old as of June 30, 2021, totals $240,903. The City will use the entire fund balance for the projects identified in Exhibit A of the Amended Report which are programmed in the Capital Improvement Plan. The Storm Drain Impact Fee Fund has projects scheduled in the current Capital Improvement Plan for the next five (5) years and depends upon additional fees and interest each year. The project identified in Exhibit A which is funded at less than 100% with Storm Drain Impact Fees is funded by the General Fund Capital Project Reserve (CPR) totaling $1,239,577. The remaining appropriation from the CPR is $564,519.

E. The Sanitary Sewer Conveyance Fee was adopted in 2006-07 to address Sewer Main capacity deficiencies resulting from increased development.

F. The portion of the $39,419,207 fund balance in the Sanitary Sewer Conveyance Fees Fund that was at least five (5) years old as of June 30, 2021, totals $7,275,439. The City will use the entire fund balance for the projects identified in Exhibit A of the Amended Report which are programmed in the Capital Improvement Plan. The Sanitary Sewer Conveyance Fee has projects scheduled in the current Capital Improvement Plan for the next five (5) years and depends upon additional fees and interest each year. These projects are entirely funded by this fee and do not receive funding from any other sources.

2. 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 16TH DAY OF AUGUST 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Amended AB1600 Report on Development Impact Fees FYE June 30, 2021

AMENDED
AB1600 REPORT ON DEVELOPMENT IMPACT FEES
For Fiscal Year ended June 30, 2021

BACKGROUND

Cities and counties often charge fees on new development to fund public improvements, public amenities and public services. For example, Traffic Mitigation Fees are used to fund transit facilities, streets, bike lanes and sidewalks. These fees are commonly known as development impact fees (Developer Fees). In 1989, the State Legislature passed Assembly Bill 1600 (AB1600) which added Section 66000, et seq., to the California Government Code. The chapter sets forth a number of requirements that local agencies must follow if they are to collect fees from developers to defray the cost of the construction of public facilities related to development projects. Government Code Sections 66000-66025 apply to developer fees established, increased or imposed on or after January 1, 1989, and generally sets forth four broad requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees and to establish a "nexus" or connection between a development project or class of project and the public improvement being financed with the fee.

2. The fee revenue must be segregated from the General Fund in order to avoid commingling of public improvement fees and the General Fund.

3. If a local jurisdiction has had possession of a developer fee for five years or more and has not committed that money to a project or actually spent that money, then it must make findings describing the continuing need for that money each fiscal year after the five years have expired.

4. If a local jurisdiction cannot make the findings required under paragraph 3, then the city or county must go through a refund procedure.

The Traffic Mitigation Fee, Sanitary Sewer Outlet Fee, Sanitary Sewer Connection Fee, Sanitary Sewer Conveyance Fee, Storm Drain Fee, Parks Mitigation Fee, and Affordable Housing Fees that the City of Santa Clara (City) collects qualify as Development Impact Fees and therefore must comply with the above referenced Government Code Sections. The amount of each of these development impact fees for fiscal year 2020-21 is reflected in the City's Municipal Fee Schedule, previously adopted by the City Council. The schedule is available at: https://www.santaclaraca.gov/home/showpublisheddocument/67706/637257428199370000. As required by law, these fees are segregated and accounted for as Special Revenue Funds. Government Code Section 66001 requires the City to make available to the public certain information regarding these fees for each fund within 180 days after the end of each fiscal year. Accordingly, the following report is presented to the City Council for review.

The report is amended to reflect the Sanitary Sewer Conveyance Fee omitted in the original report approved by Council in February 2022 as the Sanitary Sewer Master Plan efforts were underway. The activities summary for the Sanitary Sewer Conveyance Fee from fiscal year 2016-17 through 2020-21 is on page 4 and the projects programmed for the impact fees held over five years are listed on page 11.

ANALYSIS

Using the accounting method known as first in, first out (FIFO), which means the first revenue received is assumed to be the first spent, staff analyzed the annual balances at the end of fiscal year 2020-21 to determine what portion, if any, of the balance was five or more years old. If a balance is more than five years old, a review of previously identified projects is undertaken to determine if any developer fees collected need to be refunded.

Many of the identified projects are already underway, and the City has appropriated funds for these projects as noted in the City's FY2020-21and 2021-22 Biennial CIP Budget Book. The book is available at https://www.santaclaraca.gov/home/showpublisheddocument/70351/637443319258630000. The identification of each Capital Project on which fees were expended and the amount of the expenditures on each Capital Project including the total percentage of the cost of the Capital Project that was funded with fees are detailed in Exhibit A.

Traffic Mitigation Fee

The Traffic Mitigation Fee is levied to fund improvements or programs to mitigate City traffic problems that result either directly or indirectly from development projects. To determine the traffic mitigation fees the City conducts a Traffic Impact Fee Nexus study. The most recent report was approved by Council August 21, 2018. The basis of Santa Clara's traffic impact fee is the number of net new PM peak hour vehicle trips generated by new development. Those additional trips result in the traffic impacts the fee is intended to mitigate. The fee is calculated by dividing the total cost of the projects in the Traffic Mitigation Program by the number of additional PM peak hour trips generated by new development, which results in a "per PM peak hour trip" fee amount. For simplicity of application, this fee is then converted to a fee per square foot, per hotel room, or per dwelling unit, based on the trip generation rates in the latest ITE Trip Generation Manual. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Traffic Mitigation Fund from 2016-17 through 2020-21.

Fund 123 & 533	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ 7,852,470	$ 8,711,428	$ 8,448,382	$ 10,353,046	$ 10,448,972
Developer Fees	1,370,084	855,324	1,958,563	182,518	728,208
Interest Income	81,481	115,449	196,524	200,204	152,901
Expenditures	(592,607)	(1,233,819)	(250,423)	(286,796)	(824,491)
Ending Balance	$ 8,711,428	$ 8,448,382	$ 10,353,046	$ 10,448,972	$ 10,505,590

During 2020-21, the City collected $728,208 of traffic mitigation fees, earned $152,901 from interest and incurred $824,491 of project expenditures. The grand total of the Traffic Impact Fee fund balance that is available at the end of 2020-21 is $10,505,590 of which $3,371,224 has been held for over five years. Exhibit A identifies the projects that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000, et seq.

Sanitary Sewer Outlet Fee

The Sanitary Sewer Outlet Fee is collected from developers to construct public sanitary sewer facilities. City Council passed Ordinance 1778 on December 3, 2002 which created the sanitary sewer outlet charge which is used for the acquisition, construction, reconstruction, maintenance, and operation of off-site sewerage facilities, and to repay principal and interest on bonds issued for the construction and reconstruction of such sewerage facilities. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Sanitary Sewer Outlet Fees from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ (2,547,612)	$ (2,075,945)	$ (1,831,352)	$ (1,588,864)	$ (1,288,884)
Developer Fees	471,667	244,593	242,488	299,980	199,286
Expenditures	-	-	-	-	-
Ending Balance	$ (2,075,945)	$ (1,831,352)	$ (1,588,864)	$ (1,288,884)	$ (1,089,598)

The amount of developer fees collected in 2020-21 was $199,286. The outstanding balance in the Sanitary Sewer Outlet Fee Fund at the end of 2020-21 is ($1,089,598). Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 development fees.

There is no impact on City resources since all qualified impact fees collected by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Sanitary Sewer Connection Fee

The Sanitary Sewer Connection Fee was adopted to improve and expand the sewer collection system. City Council passed Ordinance 1428 on August 25, 1981 which created the sanitary sewer connection charge which is charged whenever a property is initially connected or requires an addition of a new connection to the sanitary sewer system. The fee is charged based on type of dwelling unit for residential (single family, duplex, condominium, etc.) and non-residential which charges based on connection size. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes activity for the Sanitary Sewer Connection Fee from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ (38,526,561)	$ (50,329,856)	$ (74,240,874)	$ (87,737,999)	$ (116,641,597)
Developer Fees	2,350,574	1,625,820	2,303,752	1,124,123	1,007,031
Expenditures	(14,153,869)	(25,536,838)	(15,800,877)	(30,027,721)	(5,488,096)
Refunded Expenditures	-	-	-	-	6,825,720
Ending Balance	$ (50,329,856)	$ (74,240,874)	$ (87,737,999)	$ (116,641,597)	$ (114,296,942)

During 2020-21, the City collected $1,007,031 from developer fees and spent $5,488,096 in construction project. The City received a cumulative $6,825,720 in construction refunds from the City of San Jose for the Joint Venture project, and the City reported this under a separate Refunded Expenditures line. The

current year deficit along with prior cumulative deficits brought the impact fee balance to ($114,296,942) as of 2020-21. Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 development fees.

There is no impact on City resources since all qualified impact fees held by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Sanitary Sewer Conveyance Fee

The Sewer Conveyance Fee was approved by City Council in June 2007 and is intended to mitigate development impacts to the City's sanitary sewer conveyance system resulting from increases in the sanitary sewer discharges. The amount of Sanitary Sewer Conveyance Fee is based directly on the potential sewer discharge volumes of the proposed land uses. The fee was based on a Sanitary Sewer Capacity Assessment Report 2006, and subsequent update in 2016. The basis of Santa Clara's sewer conveyance fee is sewer flow rate generated by the new development. The fee is calculated by dividing the total cost of the capacity improvement projects in the Sanitary Sewer Master Plan or its predecessor reports by the total projected sanitary sewer flow rate generated by future developments, which results in a "per gallon per day (GPD)" fee amount. The per GPD fee multiplied by the estimated sanitary sewer flow rate (GPD) generated by a new development is the sanitary sewer conveyance fee for that new development.

The following table summarizes the activity for the Sanitary Sewer Conveyance Fees from 2016-17 through 2020-21.

Fund 594	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$13,737,225	$ 22,504,850	$26,847,028	$34,179,296	$38,232,186
Developer Fees	8,630,774	4,136,935	6,916,161	4,079,586	3,126,854
Interest Income	211,354	307,104	515,362	705,177	559,621
Expenditures	(74,503)	(101,861)	(99,255)	(731,873)	(2,499,454)
Ending Balance	$22,504,850	$ 26,847,028	$34,179,296	$38,232,186	$39,419,207

The current year's developer fees and interest income of $3,126,854 and $559,621 respectively, were partially offset by expenditures of $2,499,454. The net change resulted in a current balance of $39,419,207 of which $7,275,439 has been held for over five years. Exhibit A identifies the project that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Storm Drain Fee

The Storm Drain Fee is levied to mitigate City storm drainage that results either directly or indirectly from development projects. The Storm Drain Outlet Fee is codified in the Santa Clara City Code Section 17.15.220 Sanitary Sewer and Storm Drains and was created for the purpose of defraying the estimated costs of constructing planned drainage facilities for removal of surface and storm waters from local drainage areas. The fee is charged based on the amount of acreage being developed with a project. The fee shall automatically adjust for inflation annually at the start of each fiscal year, based on the latest Engineering News Record Construction Cost Index.

The following table summarizes the activity for the Storm Drain Fees from 2016-17 through 2020-21.

Fund 535	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$552,889	$555,070	$626,783	$586,578	$613,299
Developer Fees	10,375	67,194	5,749	15,409	27,903
Interest Income	5,213	4,760	8,845	11,312	9,233
Expenditures	(13,407)	(241)	(54,799)	-	-
Ending Balance	$555,070	$626,783	$586,578	$613,299	$650,435

During 2020-21, the City collected $27,903 from developer fees and earned $9,233 from interest. The grand total of the Storm Drain Fees that is available at the end of 2020-21 is $650,435 of which $240,903 has been held for over five years. Exhibit A identifies the projects that will make use of all unspent fees held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Parks Mitigation Fee

The Parks Mitigation Fee was adopted in fiscal year 2014-15 and went into effect for the 2016-17 fiscal year. Fees received can be used to provide (acquire) public parkland and/or make necessary park improvements according to the restrictions of the Mitigation Fee Act and help the City to address its park, recreation and open space needs The City of Santa Clara completed a Parks & Recreation Facilities Development Impact Fee Study in 2014 and in 2019 that were reviewed and approved by the City Council after community and stakeholder public comment hearings. These reports provide the necessary findings required by the Mitigation Fee Act and Quimby Act for the adoption of the fees by Council resolution contained in the Municipal Fee Schedule. These reports provide the facility cost and land acquisition cost data and analysis and describe the methodology for calculation of the fees.

The parks and recreation facilities fees use an existing inventory demand standard translated into facility costs per capita to determine new development's fair share of planned facility costs. A cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the existing inventory of parks and recreation facilities. New residential development would fund the expansion of facilities at the same rate that existing residential development has provided facilities to date. The City uses the existing ratio of developed parkland per 1,000 residents. In 2010 the standard was 2.45. The current standard is 2.60. (Quimby Act allows 3.0 acres/1,000 resident Standard).

The formula to calculate the cost per capita of providing new park facilities involves the following variables: (A) the value per acre of parkland by Zip Code Area of the City (95050, 90551, and 95054) as established by annual appraisal; (B) the Level of Service standard (parkland acres per 1,0000 residents); (C) Cost per 1,000 Capita; (D) cost per capita; (F) Development land use type density per household (Single Family = 2.98, Multifamily = 2.40); (G) the per capita value of parkland improvements, and (H) a 2% in lieu fee program administrative charge. The formula used is C = A x B, D = C/1,000. This cost per capita for parkland (D), and the cost per capita for improvements (G), are each multiplied by the density of development type (F): D x F + G x F = Base Fee (E). The administrative fee (H) is then added to the Base Fee (E) for the "Total Fee" (I) for each Zip Code Area: H + E = I.

The calculation tables are provided in the in-Lieu Fee Resolution adopted by Council and posted on the City website and incorporated into the Municipal Fee Schedule. Based on the date the resident

developer's Project application is deemed complete, the total parkland due can be calculated, the developed parkland dedicated, and credits deducted for eligible on-site recreational amenities.

The following table summarizes the activity for the Parks Mitigation Fee from 2016-17 through 2020-21.

Fund 532	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ -	$13,505,806	$10,545,074	$ 5,261,415	$10,771,523
Developer Fees	14,780,447	-	268,091	7,159,545	1,522,149
Interest Income	90,301	147,253	111,431	176,942	110,320
Expenditures	(1,364,942)	(3,107,985)	(5,663,181)	(1,826,379)	(3,466,274)
Ending Balance	$13,505,806	$10,545,074	$ 5,261,415	$10,771,523	$ 8,937,718

During 2020-21, the City collected $1,533,149 for Park Mitigation fees, earned $110,320 from interest, and incurred $3,466,274 of project expenditures. The grand total of the Parks Mitigation Fee that is available at the end of 2020-21 is $8,937,718. There are no fees that have been held over five years.

There is no impact on City resources since all qualified impact fees held by the City for over five years are either spent or committed, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

Affordable Housing Fee

The Affordable Housing Fee was adopted to mitigate the impacts of new market-rate housing development and non-residential development on the need for affordable housing, in addition to assisting in meeting the City's share of the region's housing need and implementing the goals, policies and actions specified in the Housing Element of the general plan. City Council passed Ordinance 1974 on December 5, 2017 which established the affordable housing fee applicable to residential and nonresidential projects and to encourage the development of rental housing and as well as smaller units that may be more affordable by design. The fee established are significantly lower than the amount needed to fully mitigate the impacts of the new for-sale and rental resident projects and non-residential project on the need for affordable housing. The fees shall automatically adjust for inflation annually using the Engineering News Record McGraw-Hill Construction Weekly Building Index for San Francisco.

The following table summarizes the activity for the Affordable Housing Fee from 2016-17 through 2020-21.

Fund 565	2016-17	2017-18	2018-19	2019-20	2020-21
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Developer Fees	-	-	-	-	130,201
Interest Income	-	-	-	-	1,083
Expenditures	-	-	-	-	-
Ending Balance	$ -	$ -	$ -	$ -	$ 131,284

During 2020-21, the City collected $130,201 from developer fees and earned $1,083 from interest. The grand total of the Affordable Housing Fees that is available at the end of 2020-21 is $131,284. There are no fees that have been held over five years.

There is no impact on City resources since all qualified impact fees collected by the City have been spent, thus eliminating the need to refund any fees to developers according to Government Code Sections 66000-66003.

PUBLIC NOTICE: Public notification was achieved by posting the availability of the report 15 days prior to the meeting, as required by Government Code Section 66006(b)(2).

Attachments:

Exhibit A: Summary of Development Impact Fees

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Streets and Highways (Fund 123 & 533)

Traffic Mitigation Fee (Fund 123 and 533)	
FY 2019-20 Ending Fund Balance	**$ 10,448,972**
Fees Collected	728,208
Interest Earned	152,901
Expenditures	(824,491)
FY 2020-21 Ending Fund Balance	**$ 10,505,590**
Funds Accumulated in Current and Last 5 Years	$ 7,134,366
Funds Held Longer than 5 Years	$ 3,371,224
Projects Programmed for Impact Fees	$ 6,939,452

					Traffic Mitigation Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status/ Estimated Completion Year**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1206	Pruneridge Ave-Lawrence Expwy Bicycle Lanes Improvement	2021	$ 575,000	100%	20%	$ 115,000	$ 15,411	$ 99,589	$ 15,411
1214	Coleman Avenue Widening	2021	115,747	100%	0%	79	79	-	-
1215	Sidewalk Installation Program	2021	143,955	100%	21%	30,208	30,208	-	-
1216	Traffic Studies and Signal Needs Assessment/Upgrade	Ongoing	500,000	100%	64%	320,000	222,280	97,720	67,930
1217	Central Control Traffic Signal Upgrade	2022	3,019,800	100%	88%	2,647,871	1,572,357	1,075,514	39,616
1218	Traffic Pre-Emptors	2022	1,295,259	100%	93%	1,208,104	508,601	699,503	2,999
1219	Traffic Signal Enhancements	Ongoing	734,141	100%	100%	734,141	572,051	162,090	42,047
1220	Pedestrian and Bicycle Enhancement Facilities	Ongoing	2,759,954	100%	86%	2,359,954	1,378,452	981,502	-
1221	Traffic Monitoring at Various Locations- Phase "C"	2021	123,783	100%	100%	123,783	123,783	-	-
1222	Citywide Accessible Pedestrian Signal Installation	Ongoing	200,000	100%	100%	200,000	11,623	188,377	391
1224	Traffic Signal Replacement - ECR-Lafayette, Homestead, Scott Area	2029	860,510	100%	0%	2,510	2,510	-	-
1232	Traffic Signal Interconnect Upgrade	2025	244,560	100%	41%	100,000	14,491	85,509	14,491
1233	Pedestrian Master Plan	2021	307,135	100%	9%	27,921	-	27,921	-
1234	Travel Demand Model Update	Ongoing	216,700	100%	92%	200,000	16,700	183,300	16,700
1236	Traffic Signal Modification	2021	8,160	100%	87%	7,100	7,100	-	-
1237	MCB/GAP Intersection Improvement	2021	8,368,124	100%	40%	3,330,400	1,623,243	1,707,157	383,175
1238	Pedestrian Crosswalk Sensors	2021	300,000	100%	100%	300,000	-	300,000	-
1242	ntersection Improvement- ECR at San Thomas Phase B	2021	2,843,588	100%	66%	1,886,041	1,683,590	202,451	-
1245	Benton Bike Lane	2021	1,726,000	100%	10%	172,000	129,810	42,190	129,810
1248	Pruneridge Ave-Complete Street Plan	2021	416,347	100%	22%	90,270	-	90,270	-
1249	Multimodal Improvement Plan	2021	740,000	100%	32%	238,280	-	238,280	-
1251	HAWK Beacon Scott and Harrison	2021	750,000	100%	73%	544,000	12,340	531,660	12,340
1253	Saratoga Bike Lane	2021	71,000	100%	46%	32,500	32,500	-	32,500
1261	Santa Clara School Access Improvements	2022	200,000	100%	100%	200,000	67,081	132,919	67,081
1262	Scott-Benton Traffic Signal Timing	2022	165,000	100%	17%	28,500	-	28,500	-
1376	Vehicle Emission Reduction	Ongoing	65,000	100%	100%	65,000	-	65,000	-
Totals			**$ 26,749,763**			**$ 14,963,662**	**$ 8,024,210**	**$ 6,939,452**	**$ 824,491**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Outlet Fee (Fund 594)

Sanitary Sewer Outlet Fee (Fund 594)	
FY 2019-20 Ending Fund Balance	**$ (1,288,884)**
Fees Collected	199,286
Interest Earned	-
Expenditures	-
FY 2020-21 Ending Fund Balance	**$ (1,089,598)**
Funds Accumulated in Current and Last 5 Years	$ 1,478,409
Funds Held Longer than 5 Years	$ -
Projects Programmed for Impact Fees	$ -

					Sanitary Sewer Outlet Fee Since Inception Date Through June 30, 2021				
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining [1]**	**FY 2020-21 Impact Fee Expenditure**
1907	Development Extensions	Ongoing	**$ 220,445**	100%	100%	**220,445**	**1,310,043**	**$ (1,089,598)**	**$ -**

Note (1) Amounts have been transferred within the Sewer Enterprise Fund to make up the negative balance for Capital Projects financed with AB1600 Development Fees

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Connection Fee (Fund 594)

Sanitary Sewer Connection Fee (Fund 594)		
FY 2019-20 Ending Fund Balance	**$**	**(116,641,597)**
Fees Collected		1,007,031
Prior Years Construction Adjustments		6,825,720
Expenditures		(5,488,096)
FY 2020-21 Ending Fund Balance	**$**	**(114,296,942)**
Funds Accumulated in Current and Last 5 Years	$	9,749,718
Funds Held Longer than 5 Years	$	-
Projects Programmed for Impact Fees	$	-

					Sanitary Sewer Connection Fee Since Inception Date Through June 30, 2021				
Project #	Description	Project Status	Total Project Appropriation All Funding Sources	Funding Status	% Impact Fee Funded	Total Impact Fee Appropriation	Total Impact Fee Expenditures	Impact Fee Appropriation Remaining [1]	FY 2020-21 Impact Fee Expenditure
1908	S.J.- S.C. Regional Wastewater Facility	Ongoing	$ 162,556,977	100%	7%	12,172,057	126,468,999	$ (114,296,942)	$ 5,488,096

Note (1) Amounts have been transferred within the Sewer Enterprise Operating Fund and Debt Service Fund to make up the negative balance for Capital Projects financed with AB1600 Development Fees There were no interfund loans.

(2) The constrcution refunds from City of San Jose were not reported as reduction of the expenditures from FY2017-18 through FY2019-20. The refund in amount of $6,825,720 was adjusted in FY2020-21.

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Sanitary Sewer Conveyance Fee (Fund 594)

Sanitary Sewer Conveyance Fee (Fund 594)	
FY 2019-20 Ending Fund Balance	**$ 38,232,186**
Fees Collected	3,126,854
Interest Earned	559,621
Expenditures	(2,499,454)
FY 2020-21 Ending Fund Balance	**$ 39,419,207**
Funds Accumulated in Current and Last 5 Years	$ 32,143,768
Funds Held Longer than 5 Years	$ 7,275,439
Projects Programmed for Impact Fees	$ 19,275,954

					Sanitary Sewer Conveyance Fee Since Inception Date Through June 30, 2021				
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1909	Sanitary Sewer Capacity Improvements	Ongoing	$ 30,013,640	100%	100%	$ 30,013,640	$ 11,024,937	$ 18,988,703	$ 2,320,182
1919	Sanitary Sewer Hydraulic Modeling As Needed Support	Ongoing	973,636	100%	48%	466,523	179,272	287,251	179,272
Totals			**$ 30,987,276**			**$ 30,480,163**	**$ 11,204,209**	**$ 19,275,954**	**$ 2,499,454**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Storm Drain Fee (Fund 535)

Storm Drain Fee (Fund 535)		
FY 2019-20 Ending Fund Balance	**$**	**613,299**
Fees Collected		27,903
Interest Earned		9,233
Expenditures		-
FY 2020-21 Ending Fund Balance	**$**	**650,435**
Funds Accumulated in Current and Last 5 Years	$	409,532
Funds Held Longer than 5 Years	$	240,903
Projects Programmed for Impact Fees	$	278,469

					Storm Drain Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
1831	Miscellaneous Storm Drain Improvements	Ongoing	$ 316,577	100%	32%	100,000	-	100,000	$ -
1834*	Storm Drain System Improvement	Ongoing	425,374	100%	100%	425,374	392,106	33,268	-
1835	Storm Drain Outfall Reconstruction Program	Ongoing	1,673,000	100%	39%	650,000	504,799	145,201	-
Totals			**$ 2,414,951**			**$ 1,175,374**	**$ 896,905**	278,469	$ -

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Parks Mitigation Fee (Fund 532)

Parks Mitigation Fee (Fund 532)	
FY 2019-20 Ending Fund Balance	**$ 10,771,523**
Fees Collected	1,522,149
Interest Earned	110,320
Expenditures	(3,466,274)
FY 2020-21 Ending Fund Balance	**$ 8,937,718**
Funds Accumulated in Current and Last 5 Years	$ 24,366,479
Funds Held Longer than 5 Years	$ -
Projects Programmed for Impact Fees	$ 5,576,448

						Parks Mitigation Fee Since Inception Date Through June 30, 2021			
Project #	**Description**	**Project Status/ Estimated Completion Year**	**Total Project Appropriation All Funding Sources**	**Funding Status**	**% Impact Fee Funded**	**Total Impact Fee Appropriation**	**Total Impact Fee Expenditures**	**Impact Fee Appropriation Remaining**	**FY 2020-21 Impact Fee Expenditure**
3001	Misc. Park Improvements	Ongoing	$ 2,265,374	100%	26%	$ 591,400	591,400	$ -	$ 391,400
3136	Westwood Oaks Park Playground Rehabilitatiion	2023	1,149,800	100%	100%	1,149,800	-	1,149,800	-
3177	Youth Soccer Fields & Athletic Facilities	2021	45,251,768	100%	22%	10,032,925	9,989,884	43,041	2,569,886
3178	Playground Construction	2022	4,335,275	100%	21%	920,121	920,121	-	339,886
3181	Park Impact Fees Monitoring Project	Ongoing	1,148,791	100%	73%	834,019	343,352	490,667	49,471
3184	Montague Park Enhancement	2022	4,290,000	100%	100%	4,290,000	397,060	3,892,940	115,631
Totals			**$ 58,441,008**			**$ 17,818,265**	**$ 12,241,817**	**$ 5,576,448**	**$ 3,466,274**

Exhibit A

City of Santa Clara
Summary of Local Agency Improvement Fees
(AB 1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2021

Affordable Housing Fee (Fund 565)

Affordable Housing Fee (Fund 565)		
FY 2019-20 Ending Fund Balance	**$**	**-**
Fees Collected		130,201
Interest Earned		1,083
Expenditures		-
FY 2020-21 Ending Fund Balance	**$**	**131,284**
Funds Accumulated in Current and Last 5 Years	$	131,284
Funds Held Longer than 5 Years	$	-
Projects Programmed for Impact Fees	$	-

					Affordable Housing Fee Since Inception Date Through June 30, 2021				
Project #	Description	Project Status	Total Project Appropriation All Funding Sources	Funding Status	% Impact Fee Funded	Total Impact Fee Appropriation	Total Impact Fee Expenditures	Impact Fee Appropriation Remaining [1]	FY 2020-21 Impact Fee Expenditure

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies could hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long legislative bodies followed a set of requirements for noticing the meeting agenda and public participation, among other things. Subsequently on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunset the Brown Act provisions of Executive Order N-29-20 on September 30, 2021.

On September 16, Governor Newsom signed AB 361 into law which allows local agencies to use teleconferencing without complying with specific Brown Act restrictions in certain state emergencies until January 1, 2024, at which point they are to be repealed, and the standard Brown Act teleconference requirements become effective again. The bill was an urgency measure, and it went into effect immediately.

On October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, March 8, 2022, April 5, 2022, May 10, 2022, June 7, 2022, July 5, 2022, and July 12, 2022 the City Council approved Resolution Nos. 21-9013, 21-9023, 21-9038, 22-9042, 22-9051, 22-9058, 22-9067, 22-9087, 22-9096, 22-9115, and 22-9124 respectively, to allow City Legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

DISCUSSION
AB 361 amended Government Code Section 54943 to allow a local agency to use teleconferencing for public meetings without requiring the teleconference location to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction during a Governor-proclaimed state of emergency in certain circumstances.

In order for a local agency to utilize AB 361's exemption to the Brown Act, there must be certain emergency conditions present. These include:

- There being a state-proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The Council is meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, that meeting in person would present imminent risks to the health and safety of attendees; or
- The Council is meeting during a proclaimed state of emergency and has determined, by majority vote, that in-person meetings would pose health and safety risks to attendees.

In order for the City's legislative bodies to continue meeting remotely with the exemptions to the Brown Act provided for under AB 361, the Council is required to take certain actions, most of which the City is already implementing:

- The City must continue providing notice of meetings and continue to post agendas as the Brown Act requires to the agency's website,
- The City must continue allowing for public access to the meeting, while allowing for a public comment period to directly address the legislative body pursuant to Brown Act's other teleconferencing provisions,
- The City must continue giving notice for how the public can access the meeting and provide public comment, including a call-in or internet-based service option (no physical location required),
- The City must continue providing the public with the opportunity to comment in real time (with the option of additionally allowing comments to be submitted in advance, if the agency desires),
- The City must stop the meeting until public access is restored in the event of a service disruption, and
- No later than 30 days after the first teleconferencing meeting and every 30 days thereafter, the Council will have to reconsider the circumstances of the state of emergency to determine if remote meeting procedures need to remain in place.

The legislative body must make certain findings by majority vote every 30 days to continue using the AB 361 Brown Act teleconferencing requirements. Because the City Council approved Resolution No. 22-9124 will expire on August 12, 2022. The City Council must adopt a new resolution in order to allows for its other legislative bodies to continue meeting remotely through September 15, 2022. Failure to approve this resolution would result in City Council, boards, and commissions meetings being unable to meet fully virtual without exposing the locations of each member's location on the posted agendas.

Beginning on March 11, 2020 and continuing every 60 days thereafter, the City Council has continued its proclamation of local emergency based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19. On September 21, 2021, the Santa Clara County Public Health Officer recommended that public bodies continue to meet remotely to the extent possible due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings, and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission. On November 2, 2021, emergency use of the Pfizer COVID vaccine was authorized for children ages 5-11. On that same day, Santa Clara county moved back into the substantial (orange) COVID-19 transmission tier. On November 22, 2021, Santa Clara county moved to the moderate (yellow) COVID-19 transmission tier. On November 25, 2021, scientists identified

the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the virus more transmissible and less susceptible to existing vaccines. On December 13, 2021, the California Department of Public Health reinstituted its statewide mask mandate, requiring all individuals, regardless of their vaccination status, to wear face coverings in indoor public settings from December 15, 2021 through January 15, 2022 due to a 47% increase in the statewide seven-day average case rate and 14% increase in hospitalizations since Thanksgiving. In light of the rapid surge in cases due to the Omicron variant, on December 28, 2021, the County of Santa Clara Health Officer issued a health order requiring up-to-date COVID-19 vaccination for workers in certain higher-risk settings. The new order builds on recent changes in the State Health Officer's vaccination requirements by mandating up-to-date vaccination by workers in certain healthcare and long-term care settings. As of February 3, 2021, new daily Covid-19 cases are on the decline since the surge from the Omicron variant. However, California Covid-19 deaths continue to rise and hospitalizations remain elevated. On February 27, 2022, the Santa Clara County Public Health Officer rescinded the health order requiring the use of face covering indoors effective March 2, 2022. However, the Santa Clara County Public Health Officer continues to recommend that all persons continue to wear face coverings when indoors. The California Department of Public Health continues to require masking in higher-risk settings such as public transit, healthcare facilities, shelters, jails, and long-term care facilities. As of March 26, 2022, the Omicron subvariant BA.2 is now the dominant variant in the US accounting for nearly 55% of new COVID-19 cases in the U.S. On March 29, 2022, the FDA authorized a second booster dose of the COVID-19 vaccines for people 50 years of age and older and some immunocompromised people. As of April 27, COVID-19 levels in wastewater concentrations in the greater Bay Area from Sacramento to Yolo, San Francisco and Santa Clara County and San Mateo County, were similar to what they were during the Delta surge in the summer of 2021, indicating another wave of the pandemic, although not resulting in an increase in hospitalizations. On April 28, Bay Area Rapid Transit reinstated its mask mandate effective immediately through July 18, which impacts the system's 50 stations in five Bay Area counties. On May 10, 2022, Santa Clara County's Health Officer Dr. Sara Cody warned that COVID case counts and hospitalizations are on the increase, with a weekly average of 552 cases and 80 to 100 people currently hospitalized, and urged everyone to consider wearing masks in high-risk settings, keep a stockpile of tests, and exercise caution when socializing indoors. On May 13, 2022, Bay Area health officers from the counties of Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and the City of Berkeley urged residents to wear face masks in indoor public settings as COVID-19 infections driven by highly contagious virus variants multiply throughout the region. As of May 31, 2022, new coronavirus cases in California increased 13.2% from the prior week and California ranked 10th among the states where coronavirus was spreading the fastest on a per person basis. As of June 13, 2022, new COVID-19 cases in California rose 32.3% from the prior week with 128,893 new cases, with California ranking fourth among the states where COVID-19 was spreading the fastest on a per-person basis, and Santa Clara County with the highest worst weekly outbreaks on a per-person basis. On June 15, 2022, an advisory panel to the FDA voted unanimously to recommend the Pfizer and Moderna COVID-19 vaccines for children ages five and younger. On June 18, 2022, the CDC and federal regulators authorized the Pfizer-BioNTech vaccine for children ages six months through four years old and the Moderna vaccine for children ages six months through five years old starting June 21, 2022. As of July 5, 2022, the new omicron subvariant known as BA.5 now comprises a majority of U.S. COVID-19 cases, according to data released from the Centers for Disease Control and Prevention (CDC). The BA.5, along with a related subvariant known as BA.4, has mutations that have shown an

increased ability to evade the protection from vaccines and previous infection. As July 6, 20222, all nine local counties are back in the CDC's high-risk category for COVID-19 community levels, and the highly-transmissible BA.5 subvariant of the virus that causes COVID-19 is quickly taking over. On July 28, 2022, Bay Area Rapid Transit reinstated its mask mandate effective immediately through October 1, 2022, which impacts the system's 50 stations in five Bay Area counties. On August 4, 2022, the CDC continued to classify Santa Clara County in the high community level for coronavirus, in its weekly update. These associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency. The state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person, and City officials continue to impose or recommend public health safety measures.

It is recommended that the Council adopt a resolution to make requisite findings to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically so long as the state of emergency and social distancing measures continue. The Council will have to take action on a monthly basis to reassess and reaffirm such findings to continue meeting remotely.

The proposed Resolution is attached.

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
There is no fiscal impact other than administrative time and expense.

COORDINATION
This report has been coordinated with the City Manager's Office, City Attorney's Office, and City Clerk'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>.

RECOMMENDATION
Adopt a Resolution finding the existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

Reviewed by: Nadine Nader, Assistant City Manager
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA FINDING THE EXISTENCE OF THE NEED TO EXTEND AB 361 IMPLEMENTATION TO ALLOW CITY LEGISLATIVE BODIES TO HOLD PUBLIC MEETINGS SOLELY BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY PURSUANT TO AB 361

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara is committed to preserving and nurturing public access and participation in meetings of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities;

WHEREAS, all meetings of City of Santa Clara's legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction;

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20

which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunsets the Brown Act provisions of Executive Order N-29-20 on September 30, 2021;

WHEREAS, on September 16, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq, if the state of emergency continues to directly impact the ability of the members of its legislative bodies to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing;

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws, as outlined in their “Recommendation Regarding Continued Remote Public Meetings of Governmental Entities” issued on September 21, 2021;

WHEREAS, on October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, March 8, 2022, April 5, 2022, May 10, 2022, June 7, 2022, July 5, 2022, and July 12, 2022 the City Council approved Resolutions Nos. 21-9013, 21-9023, 21-9038, 22-9042, 22-9051, 22-9058, 22-9067, 22-9087, 22-9096, 22-9115 and 22-9124 respectively, to

allow City Legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361;

WHEREAS, on November 2, 2021, federal, state and local health officials authorized emergency use of the Pfizer COVID vaccine for children ages 5-11, and may consider emergency authorization of the COVID vaccine for children under age 5 within the next few months;

WHEREAS, on November 22, 2021, Santa Clara County moved into the moderate (orange) COVID-19 transmission tier;

WHEREAS, on November 25, 2021, scientists identified the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the virus more transmissible and less susceptible to existing vaccines;

WHEREAS, on December 13, 2021, the California Department of Public Health reinstituted its statewide mask mandate, requiring all individuals, regardless of their vaccination status, to wear face coverings in indoor public settings from December 15, 2021 through January 15, 2022 due to a 47% increase in the statewide seven-day average case rate and 14% increase in hospitalizations since Thanksgiving;

WHEREAS, in light of the rapid surge in cases due to the Omicron variant, on December 28, 2021, the County of Santa Clara Health Officer issued a health order requiring up-to-date COVID-19 vaccination for workers in certain higher-risk settings. The new order builds on recent changes in the State Health Officer's vaccination requirements by mandating up-to-date vaccination by workers in certain healthcare and long-term care settings;

WHEREAS, as of February 3, 2021, new daily Covid-19 cases are on the decline since the surge from the Omicron variant. However, California Covid-19 deaths continue to rise and hospitalizations remain elevated;

WHEREAS, on February 27, 2022, the Santa Clara County Public Health Officer rescinded the

health order requiring the use of face covering indoors effective March 2, 2022. However, the Santa Clara County Public Health Officer continues to recommend that all persons continue to wear face coverings when indoors. The California Department of Public Health continues to require masking in higher-risk settings such as public transit, healthcare facilities, shelters, jails, and long-term care facilities. While Santa Clara County has met the required masking metrics (80% of the population vaccinated, COVID-19 hospitalizations in the jurisdiction are low and stable, seven consecutive days with the seven-day rolling average of new cases at 550 or below) to transition to a strong recommendation for indoor masking, the county remains in the "medium" level of the Centers for Disease Control and Prevention's new COVID-19 community level framework;

WHEREAS, as of March 26, 2022, the Omicron subvariant BA.2 is now the dominant variant in the US accounting for nearly 55% of new COVID-19 cases in the U.S.;

WHEREAS, on March 29, 2022, the FDA authorized a second booster dose of the COVID-19 vaccines for people 50 years of age and older and some immunocompromised people;

WHEREAS, as of April 27, COVID-19 levels in wastewater concentrations in the greater Bay Area from Sacramento to Yolo, San Francisco and Santa Clara County and San Mateo County, were similar to what they were during the Delta surge in the summer of 2021, indicating another wave of the pandemic, although not resulting in an increase in hospitalizations;

WHEREAS, on April 28, Bay Area Rapid Transit reinstated its mask mandate effective immediately through July 18, which impacts the system's 50 stations in five Bay Area counties;

WHEREAS, on May 10, 2022, Santa Clara County's Health Officer Dr. Sara Cody warned that COVID case counts and hospitalizations are on the increase, with a weekly average of 552 cases and 80 to 100 people currently hospitalized, and urged everyone to consider wearing masks in high-risk settings, keep a stockpile of tests, and exercise caution when socializing indoors;

WHEREAS, on May 13, 2022, Bay Area health officers from the counties of Alameda, Contra

Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and the City of Berkeley urged residents to wear face masks in indoor public settings as COVID-19 infections driven by highly contagious virus variants multiply throughout the region;

WHEREAS, as of May 31, 2022, new coronavirus cases in California increased 13.2% from the prior week and California ranked 10th among the states where coronavirus was spreading the fastest on a per person basis; WHEREAS, on June 3, 2022, due to the continued increase in positive COVID-19 cases in the City employee workforce and local community, the City extended the mandatory mask mandate for all City employees, regardless of vaccination status, through July 1, 2022;

WHEREAS, as of June 13, 2022, new COVID-19 cases in California rose 32.3% from the prior week with 128,893 new cases, with California ranking fourth among the states where COVID-19 was spreading the fastest on a per-person basis, and Santa Clara County with the highest worst weekly outbreaks on a per-person basis;

WHEREAS, on June 15, 2022, an advisory panel to the FDA voted unanimously to recommend the Pfizer and Moderna COVID-19 vaccines for children ages five and younger;

WHEREAS, on June 18, 2022, the CDC and federal regulators authorized the Pfizer-BioNTech vaccine for children ages six months through four years old and the Moderna vaccine for children ages six months through five years old starting June 21, 2022;

WHEREAS, as of July 5, 2022, the new omicron subvariant known as BA.5 now comprises a majority of U.S. COVID-19 cases, according to data released from the Centers for Disease Control and Prevention (CDC). The BA.5, along with a related subvariant known as BA.4, has mutations that have shown an increased ability to evade the protection from vaccines and previous infection;

WHEREAS, as of July 6, 20222, all nine local counties are back in the CDC's high-risk category for COVID-19 community levels, and the highly-transmissible BA.5 subvariant of the virus that

causes COVID-19 is quickly taking over;

WHEREAS, on July 28, 2022, Bay Area Rapid Transit reinstated its mask mandate effective immediately through October 1, 2022, which impacts the system's 50 stations in five Bay Area counties;

WHERAS, on August 4, 2022, the CDC continued to classify Santa Clara County in the high community level for coronavirus, in its weekly update;

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and,

WHEREAS, the associated emergency conditions are on-going and there is a need to teleconference for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and if approved, will be in effect for 30 days and will expire on September 15, 2022 unless staff returns to City Council on or before September 15, 2022 to request to continue the need for teleconferencing.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 22-9124 adopted on July 12, 2022 and incorporated herein by reference, are on-going.

2. That the City Council finds that there is a need to teleconference for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

3. That the City Council finds that the state of emergency continues to directly impact the

ability of members of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities to meet safely in person.

4. That City officials continue to impose or recommend measures to promote social distancing in City facilities.

5. That members of the City Council, Council Committees, City Decision-Making Bodies, City Boards (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), Committees and Commissions, Taskforces, and Other City Advisory Entities are authorized to use teleconferencing, or other electronic means, to hold its public meetings without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations, in compliance with AB 361, Government Code Section 54953(e).

6. That the Assistant City Clerk is hereby directed to report to the City Council within thirty (30) days on the need to further continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of

emergency.

7. 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_____, 2022, 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: None

22-985 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Authorizing the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Charter Section 1310 titled Contracts on Public Works states, in part, “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

In 2014, the Electric Department developed a position called Fiber Splicing Technician as an in-house position to primarily perform maintenance and repairs to meet the fiber performance standards of then existing fiber customers that includes both City departments as well as commercial lease customers. Fiber Splicing Technician activities include basic splicing and distribution changes to fiber optic cables. The technician can also perform duties such as pulling, laying, aligning and positioning fiber optic equipment to prepare for a new connection to the fiber network. Fiber Splicing Technicians perform fusion splicing at building entrances and in maintenance spaces. At this time, SVP employs two Fiber Splicing Technicians.

DISCUSSION
Currently, the SVP Fiber Enterprise serves SVP, other City department functions, and various commercial lease customers. As the work is specialized, the position of Fiber Splicer Technician performs a variety of activities from maintenance and repair to new or re-spliced interconnections to the SVP Fiber Enterprise. Each interconnection can be unique involving different hours of labor depending on the number of fibers required to be spliced and the particular location within the network. Technician time is tracked hourly and not on a per fiber basis.

Large or extensive projects involving extending fiber cable being laid along new paths or great distances or adding conduit or related infrastructure are done using a previously bid unit price Public Works contract with a private construction contractor. SVP spends up to $1 million per year on this public works contract for new Fiber network construction and certain maintenance and repair activities.

Staff believes that the Fiber Splicer Technician work that may be required in new construction projects is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining and repairing the fiber optic system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City forces can better perform the Fiber Splicing and related equipment installation, splicing and connections to the existing SVP Fiber infrastructure and approve the use of City forces.

Estimate Number:	FWM#1503
Location:	Gianera Substation to Donald Von Raesfeld Power Plant
Description of Work:	Splice, terminate, and test fibers from Gianera Subtation to Donald Von Raesfeld Power Plant
Estimated Cost:	$10,381
Appropriation:	Electric Utility Capital Fund (591) Project 2434 - Replace Balance of Plant Control System (DCS)
Source of Revenue:	Customer Service Charges

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because the proposed work involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because the proposed work involves the construction of new utility extensions.

FISCAL IMPACT

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling $10,381, are included in the Fiscal Year 2022/2023 Capital Budget, Replacement Balance of Plant Control System (DCS) project in the Electric Utility Capital Fund. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

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 report to Council 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

Determine the proposed actions are exempt from CEQA and adopt a Resolution authorizing the use

of City Electric Forces for work detailed in this report located at Gianera Substation to Donald Von Raesfeld Power Plant.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Resolution - Use of City Electric Forces

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE USE OF CITY ELECTRIC FORCES PURSUANT TO CHARTER SECTION 1310

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara's Charter section 1310 requires all contracts involving an expenditure of over $1,000 for the construction or improvement (excluding maintenance and repair) of a public works project to be let to the lowest responsible bidder;

WHEREAS, Charter section 1310 permits the City to use its own employees if the City Council, by motion passed by at least four affirmative votes, determines that the public works may be done better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works project completed without further observance of Charter section 1310;

WHEREAS, the City's Electric Department desires to perform certain public works, as set forth in the Report to Council, dated August 15, 2022, by its own employees.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the 22-985 Report to Council, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

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2. 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 _____, 2022, 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: August 15, 2022 Report to Council #22-985.

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Authorizing the Use of City Electric Forces at Various Locations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Charter Section 1310 titled Contracts on Public Works states, in part, “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

DISCUSSION
Staff believes that the work described below is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number:	35526
Location:	2400 Agnew Road
Type of Service:	Capacity
Description of Work:	Disconnect and reconnect secondary padmount transformer service. Install and remove 400A 3-phase, 4-wire, 120/208V metering devices.
Estimated Cost:	$4,256
Appropriation:	Electric Utility Capital Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	37765
Location:	3355 Thomas Road
Type of Service:	Load Increase

Description of Work:	Removal of existing electric revenue meter. Installation of new electric revenue meters. Connection of customer owned secondary service conductors in existing padmount transformer.
Estimated Cost:	$7,239
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	35843
Location:	2175 Martin Avenue
Type of Service:	New Business
Description of Work:	Install approximately 1200' of 1100 amp aluminum underground triplex cable, (2) vacuum disconnect switches, (21) manhole splices, (18) switch elbows, (6) switchgear cable terminations, (3) pole cable terminations, (2) 12kV metering and devices, and replace (1) street light.
Estimated Cost:	$201,244
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	34732
Location:	1850 El Camino Real
Type of Service:	New Business
Description of Work:	Install 500 kva padmounted transformer, 1200' high voltage underground cable, 12 high voltage splices, connect customer service cables, install metering for 800amp house meter and 56 residential meters.
Estimated Cost:	$57,880
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	37937
Location:	2235 Calle De Luna and 2232 Calle Del Mundo
Type of Service:	New Business
Description of Work:	Install 3 wood poles and hardware to connect overhead to underground circuits, install 500' underground cable and 3 splices and reconnect one customer service. Remove 2 poles and hardware, 3 pole mounted transformers, 1 padmounted transformer, and 50' underground cable.
Estimated Cost:	$46,661
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	37963
Location:	2235 Calle De Luna and 2232 Calle Del Mundo
Type of Service:	New Business
Description of Work:	Install 1 padmounted transformer, 100' underground cable and connect to 12 kv circuit. Connect customer service cables and install metering for temp

	power panel.
Estimated Cost:	$26,138
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because the proposed work involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because the proposed work involves the construction of new utility extensions.

FISCAL IMPACT

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling $343,418 are included in the Fiscal Year 2022/23 Capital Budget, as indicated by each project appropriation. Of that amount, $339,162 is in New Business Estimate Work project in the Electric Utility Capital Fund and $4,256 is in Distribution Capital Maintenance and Betterments. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

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

Determine the proposed actions are exempt from CEQA and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at 2400 Agnew Road, 3355 Thomas Road, 2175 Martin Avenue,1850 El Camino Real, 2235 Calle De Luna and 2232 Calle Del Mundo.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Resolution - Use of City Electric Forces

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE USE OF CITY ELECTRIC FORCES PURSUANT TO CHARTER SECTION 1310

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara's Charter section 1310 requires all contracts involving an expenditure of over $1,000 for the construction or improvement (excluding maintenance and repair) of a public works project to be let to the lowest responsible bidder;

WHEREAS, Charter section 1310 permits the City to use its own employees if the City Council, by motion passed by at least four affirmative votes, determines that the public works may be done better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works project completed without further observance of Charter section 1310; and

WHEREAS, the City's Electric Department desires to perform certain public works, as set forth in the Report to Council, dated August 16, 2022, by its own employees.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the 22-817 Report to Council, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

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2. 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 _____, 2022, 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: August 16, 2022, Report to Council #22-817.

22-1047 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action to Waive Second Reading and Adopt Ordinance No. 2048 to establish objective subdivision, zoning, and design standards for SB 9 residential projects by amending Title 18 (Zoning) to create Chapter 18.13 (Two Unit Dwelling Residential Development and Urban Lot Splits)

BACKGROUND
At the July 5, 2022 Council meeting, proposed Ordinance No. 2048 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2048 was published to the Santa Clara Weekly on August 10, 2022, and copies were posted in three public places.

DISCUSSION
In 2021, the California Legislature enacted Senate Bill 9 (SB 9), which requires ministerial review and approval of two dwelling units on most single family (R1) lots, and authorizes ministerial lot splits of most R1 lots.

Proposed Ordinance No. 2048 would establish objective subdivision, zoning, and design standards for SB 9 residential projects by adding a new Chapter 18.13 (Two Unit Dwelling Residential Development) to Title 18 (Zoning). The new Chapter would regulate the following topics: (1) maximum unit size (1000 square feet); (2) parking space requirements (one space for each house that is more than ½ mile from transit, and 0 spaces for homes closer to transit); (3) minimum front yard landscaping (50%); (4) maximum height (1 story in the rear 15 feet of a parcel; 1.5 stories for the rest of the parcel); and (5) preservation of solar access to photovoltaic panels.

ENVIRONMENTAL REVIEW
Pursuant to California Government Code Sections 65852.21 (j) and 66411.7 (n), a local agency may adopt an ordinance to implement SB 9 and that ordinance shall not be considered a project under CEQA (Division 13 (commencing with Section 21000) of the Public Resources Code).

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

COORDINATION
This report has been coordinated with the Community Development Department.

PUBLIC CONTACT
A summary of proposed Ordinance No. 2048 was published to the Santa Clara Weekly on August 10, 2022, and copies were posted in three public places and made available for public inspection at

the City Clerk's Office.

Public contact was also 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

Waive Second Reading and Adopt Ordinance No. 2048 to establish objective subdivision, zoning, and design standards for SB 9 residential projects by amending Title 18 (Zoning) to create Chapter 18.13 (Two Unit Dwelling Residential Development).

Reviewed by: Steven Ngo, Interim City Attorney
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Ordinance No. 2048

ORDINANCE NO. 2048

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING TITLE 18 ("ZONING") BY ADDING A NEW CHAPTER 18.13 ("TWO-UNIT DWELLING RESIDENTIAL DEVELOPMENT AND URBAN LOT SPLITS") TO "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on September 16, 2021, Governor Newsom signed into law legislation known as Senate Bill 9, the "California H.O.M.E. Act" (SB 9), which added Sections 65852.21 and 66411.7 to the California Government Code;

WHEREAS, beginning January 1, 2022, SB 9 requires local agencies to ministerially approve the construction of two primary dwellings and lot splits, pursuant to a parcel map, on single-family residential zoned lots upon satisfaction of a number of qualifying criteria;

WHEREAS, SB 9 allows local agencies to impose objective zoning, subdivision, and design review standards on the construction of two residential dwellings on single-family lots, subject to certain limitations;

WHEREAS, this ordinance amends Title 18 to implement the provisions of SB 9 with specific objective zoning, subdivision, and design review standards; and

WHEREAS, pursuant to Government Code Sections 65852.21 (j) and 66411.7 (n), a local agency may adopt an ordinance to implement SB 9 and that ordinance shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That a new Chapter 18.13 (entitled "Two Unit Dwelling Residential

Development and Urban Lot Splits") is hereby added to Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"Chapter 18.13

Two Unit Dwelling Residential Development and Urban Lot Splits

18.13.010 Purpose. The purpose of this Chapter is to regulate two dwelling unit residential development and urban lot splits in compliance with California Government Code Sections 65852.21 and 66411.7 to allow two detached or attached housing units on one parcel, and ancillary uses and structures, and to allow urban lot splits. Proposed two dwelling unit housing developments and urban lot splits shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the requirements of this Chapter.

18.13.020 Applicability.

This Chapter shall apply to properties within the Single-Family Residential Zone (R1-6L) and Single-Family Residential, Larger Parcel Zone (R1-8L), with the following exceptions:

(a) The development site is within a state or local historic district or is included on the State Historical Resources Inventory or on the City's Historic Resource Inventory.

(b) The property is located on a hazardous waste site, as defined by Government Code Section 65913.4(a)(6)(E).

(c) The property is within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood), as defined by Government Code Section 65913.4(a)(6)(G).

(d) The property is within a regulatory floodway, as defined by Government Code Section 65913.4(a)(6)(H).

(e) The development would demolish or alter any existing dwelling unit that is subject to affordability restrictions under a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(f) The development would demolish or alter any existing dwelling unit on the lot that has been occupied by a tenant in the last three years prior to the date of application.

18.13.030 Construction of Multiple Units in Single Family Zones

Notwithstanding Sections 18.10.030 and 18.12.030, up to two homes are permitted on a single parcel within the R1-6L and R1-8L zones, subject to the requirements of this Chapter. On a parcel that has not been divided pursuant to Section 18.13.050, accessory dwelling units meeting the requirements of Sections 18.10.030(d) or 18.12.030(d) are also permitted.

18.13.040 Development Standards Applicable to All Lots With Two Units.

(a) **Off-Street Parking Requirements.** For development that will result in two units on a lot, the minimum parking requirement shall be one space per unit, with the exception that no parking is required if the parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code, or if the parcel is located within one block of a car share facility.

(b) **Off-Street Parking Design Standards**. If off-street parking is required, the parking shall meet the parking design standards in Chapter 18.74.

(c) **Solar Access.** After the installation of solar collector, a person owning or in control of another property shall not construct or alter a residence so as to cast a shadow greater than 10 percent of the collector absorption area upon that solar collector surface at any one time between the hours of 10 a.m. and 2 p.m., Pacific Standard Time.

18.13.050 Development Standards within R-1 Building Envelope

For development that will result in two units on a lot, if both units proposed will be located entirely within the allowed R-1 building envelope, the development standards of the R1-6L or R1-8L zone will apply to each house, except that the maximum number of houses shall be two per lot.

18.13.060 Development Standards outside of R-1 Building Envelope

For development that will result in two units on a lot, where any portion of a building or buildings is proposed to be located outside of the allowed R-1 building envelope, the following development standards apply.

Residential developments shall comply with the development standards in this Chapter and for the R1-8L and R1-6L Zones, as applicable, set forth in Chapters 18.10 and 18.12 (Single-Family, Larger Lot Area Zoning and Single-Family Zoning Districts) and additional parking regulations set forth in Chapter 18.74 (Parking Regulations), with the following exceptions:

(a) **Size**. Units may be as small as 220 square feet in floor area or as large as 1,000 square feet in floor area.

(b) **Maximum Height/Stories.**

(1) Rear 15 feet of a parcel: Buildings or structures shall not exceed one story in height or 16-feet.

(2) All other areas on the parcel: Buildings or structures shall not exceed one and one-half stories or 25 feet in height

(c) **Side and Rear Setbacks.** Minimum side and rear setbacks shall be the least of the following:

(1) As required by Chapters 18.10 (R1-8L) or 18.12 (R1-6L), as applicable;

(2) 4 feet;

(3) The setbacks of an existing structure for which there is no proposal to alter its dimensions, or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) **Upper Story Windows.** Second story egress windows shall face the front property line or interior of the project. Otherwise second story windows must be either of the following:

(1) 5-foot minimum sill height above finished floor; or

(2) Clerestory; or

(3) Opaque/frosted glass.

(f) **Second Story Balconies and Roof Decks.** Balconies with a maximum depth of 4-feet allowed within the R1-6L and R1-8L setbacks. Roof decks are not allowed.

(g) **Front Door Placement/Orientation.** For units within 30-feet of a street, the main entrance door or entry porch must be oriented to the street and be located no more than 5-feet behind the front most wall of the unit.

(h) **Garage Location/Size.** For garages within 30-feet of a street, the maximum width for a garage with a garage door facing the street is 40 percent of the lot width.

(i) **Front Yard Landscaping.** A minimum of 50 percent of the front yard shall be maintained as un-paved landscaping, except as may be required to meet minimum off-street parking and access requirements of the Zoning Code.

(j) **Modification or Waiver of Standards.** An applicant for a residential development that will result in two homes on a lot may apply for a modification or waiver of specific development standards, if all of the following requirements are met:

(1) The applicant must demonstrate, to the satisfaction of the Zoning Administrator, that the strict application of development standards in this Chapter, or the standards for the R1-6L or R1-8L Zones (set forth in Chapters 18.12 and 18.10) would preclude the construction of a maximum of two units, where each unit is at least 800 square feet in floor area.

(2) The applicant shall have the burden of proof to establish that the modification or waiver is necessary and that there is no redesign possible that would still allow for the construction of two dwellings of at least 800 square feet without the modification or waiver.

(3) Notwithstanding the foregoing, a modification or waiver shall not be used to reduce the minimum setback size to less than four feet, unless the setback is on

an existing legal structure with setbacks of less than four feet, and the proposed development either (A) does not propose to modify the dimensions of that existing structure, or (B) will replace the structure with another structure with exactly the same dimensions.

18.13.070 Urban Lot Splits.

An application for a parcel map for an urban lot split within the R1-6L or R1-8L zones shall go through a streamlined review process pursuant to Section 17.05.430 if it meets all of the requirements of this Section.

(a) **Subdivision Requirements.** A parcel map for an urban lot split must meet all of the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) Both newly created parcels are no smaller than 1,200 square feet.

(3) Both newly created parcels have a minimum 24 feet of street frontage with a minimum average width of 24 feet. For flag lots, the flagpole portion, whether this is part of the flag lot or an easement to the flag lot, shall have a minimum width of 12 feet and a maximum width of 15 feet and the flag portion shall have a minimum depth of 40 feet.

(4) Both parcels resulting from the urban lot split have access to, provide access to, or adjoin the public right-of-way through right-of-way frontage or recorded access easements (as a Covenant of Easement on the parcel map).

(5) The approved parcel map shall include a notation that the parcels were created using the Urban Lot Split provisions of this Chapter and the resulting parcels cannot be further subdivided under this Section.

(6) The urban lot split conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)), except as otherwise expressly provided in this Section.

(7) The parcel being subdivided was not established through prior exercise of an urban lot split as provided for in this Chapter.

(8) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this Chapter.

(b) **Development Standards.** Development standards for each new parcel resulting from an urban lot split shall conform to Section 18.13.030. Development standards shall be applied to each new parcel individually. New flag lots shall provide a 15-foot minimum front setback (measured from the property line shared between the front lot and the flag lot).

(c) **Nonconforming Zoning Conditions.** Correction of legal nonconforming zoning conditions shall not be required as a condition for ministerial approval of a parcel map application for the creation of an urban lot split.

(d) **Residency Requirement.** An applicant for an urban lot split shall sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the

urban lot split. This requirement shall not apply to an applicant that is a "community land trust" as defined in Revenue and Taxation Code Section 402.1(a)(11)(C), or is a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15.

(e) **Residential Use.** Except as authorized by Chapter 18.100, any parcel created through this Chapter may only be used for residential purposes and any unit created through this Chapter shall not be used as a short-term rental (rented for a period of 30 days or less).

18.13.080 Accessory Dwelling Units.

On a parcel that has not been divided pursuant to Section 18.13.050, an Accessory Dwelling Unit (ADU) and/or a Junior ADU (JADU) that conform with California Government Code Sections 65852.2 (ADUs) and 65852.22 (JADUs) are allowed in addition to the units allowed in this Section. Once a parcel has been divided pursuant to Section 18.13.050, however, the maximum number of dwellings on each resulting parcel, inclusive of any ADU or JADUs, is two.

18.13.090 Definitions. For purposes of this Chapter the following definitions shall apply:

(a) "Acted in concert" means that the owner, or a person acting as an agent or representative of the owner, knowingly participated with another person in joint activity or parallel action toward a common goal of subdividing the adjacent parcel.

(b) "Car Share Facility" means one or more parking spaces that have been designated permanently for car share vehicles, where the vehicles are leased for short periods of time, often by the hour.

(c) "Demolish or alter" means removal of more than 25-percent of exterior walls on a building even if the rental unit itself is not altered.

(d) "Egress window" means a window with a minimum net clear opening dimensions of at least 20" in width and 24" in height.

(e) "Flag Lot" means a parcel with access provided to the bulk of the lot by means of a corridor between 12 and 15 feet in width, inclusive.

(f) "Half Story" means a habitable living space with a sloping roof, which may have dormer windows.

(g) "R-1 Building Envelope" means an area defined by the minimum setback and maximum lot coverage requirements of Chapters 18.10 or 18.12, whichever is applicable.

(h) "Solar collector" means a fixed device, structure, or part of a device or structure, on the roof of a building, comprising photovoltaic panels, that is used primarily to transform solar energy into electrical energy.

(i) "Urban Lot Split" means a subdivision of a residential lot located in either the R1-6L or R1-8L zone into two lots subject to the requirements of this Chapter."

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SECTION 2: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 3: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 5TH day of July, 2022, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

22-1048 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action to Waive Second Reading and Adopt Ordinance No. 2049 amending Chapter 17.05 (Subdivisions) of Title 17 (Development) to revise the subdivision process for SB 9 developments.

BACKGROUND
At the July 5, 2022 Council meeting, proposed Ordinance No. 2049 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2049 was published to the Santa Clara Weekly on August 10, 2022, and copies were posted in three public places.

DISCUSSION
In 2021, the California Legislature enacted Senate Bill 9 (SB 9), which requires ministerial review and approval of two dwelling units on most single family (R1) lots, and authorizes ministerial lot splits of most R1 lots.

Proposed Ordinance No. 2049 would amend Chapter 17.05 (Subdivisions) of Title 17 (Development) to revise the subdivision process for SB 9 developments. Chapter 17.05 currently requires a discretionary approval by the City Council for all lot splits. The proposed ordinance would modify Chapter 17.05 to provide that lot splits under SB 9 are ministerial and shall be approved by the City Engineer, and make related changes.

ENVIRONMENTAL REVIEW
Pursuant to California Government Code Sections 65852.21 (j) and 66411.7 (n), a local agency may adopt an ordinance to implement SB 9 and that ordinance shall not be considered a project under CEQA (Division 13 (commencing with Section 21000) of the Public Resources Code).

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

COORDINATION
This report has been coordinated with the Community Development Department.

PUBLIC CONTACT
A summary of proposed Ordinance No. 2049 was published to the Santa Clara Weekly on August 10, 2022, and copies were posted in three public places and made available for public inspection at the City Clerk’s Office.

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

Waive Second Reading and Adopt Ordinance No. 2049 to amend Chapter 17.05 (Subdivisions) of Title 17 (Development) to revise the subdivision process for SB 9 developments.

Reviewed by: Steven Ngo, Interim City Attorney
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Ordinance No. 2049

ORDINANCE NO. 2049

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 17.05 ("SUBDIVISIONS") OF TITLE 17 ("DEVELOPMENT") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO REVISE THE SUBDIVISION PROCESS FOR SB 9 DEVELOPMENTS

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on September 16, 2021, Governor Newsom signed into law legislation known as Senate Bill 9, the "California H.O.M.E. Act" (SB 9), which added Sections 65852.21 and 66411.7 to the California Government Code;

WHEREAS, beginning January 1, 2022, SB 9 requires local agencies to ministerially approve the construction of two primary dwellings and lot splits, pursuant to a parcel map, on single-family residential zoned lots upon satisfaction of a number of qualifying criteria;

WHEREAS, SB 9 allows local agencies to impose objective zoning, subdivision, and design review standards on the construction of two residential dwellings on single-family lots, subject to certain limitations;

WHEREAS, because the law requires SB 9 projects, including lot splits, to be conducted ministerially (without public hearing or discretionary review), the City's subdivision ordinance, SCCC Chapter 17.05, which currently requires all subdivisions to have a public hearing at City Council, must also be amended to provide for the ministerial review and approval, by the City Engineer, of SB 9 Parcel Maps; and

WHEREAS, this ordinance amends Title 17 to implement the provisions of SB 9 with specific objective subdivision review standards; and

WHEREAS, pursuant to Government Code Sections 65852.21 (j) and 66411.7 (n), a local agency may adopt an ordinance to implement SB 9 and that ordinance shall not be

considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Section 17.05.110 (entitled "Responsibilities") of Chapter 17.05 (entitled "Subdivisions") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"17.05.110 Responsibilities.

(a) City Attorney. The City Attorney shall be responsible for approving as to form all property development agreements, subdivision improvement agreements and/or public improvement agreements.

(b) City Manager. Pursuant to the authority granted by Section 802(a) of the Santa Clara City Charter, the City Manager shall designate the following positions: Director of Planning and Inspection, City Engineer, and Building Official. Further, the City Manager shall be responsible for executing all property development agreements, subdivision improvement agreements and/or public improvement agreements.

(c) City Council. The City Council shall have final jurisdiction in the approval of tentative and final maps, tentative parcel maps and improvement agreements, and the acceptance by the City of lands and/or improvements as may be proposed for dedication to the City for subdivisions of five or more parcels. Notwithstanding the foregoing, the City Engineer shall have approval authority over lot splits pursuant to Sections 17.05.430 and 18.13.050.

The City Council shall act as the appeal board for hearing appeals of the approval, conditional approval or denial of tentative subdivision maps for subdivisions of five or more parcels.

(d) City Engineer. The City Engineer shall be responsible for:

(1) Establishing design and construction details, standards and specifications;

(2) Determining if proposed subdivision improvements comply with the provisions of this chapter and the Subdivision Map Act and for reporting the findings together with any recommendations for approval, or conditional approval, of the tentative map to the Director of Planning and Inspection;

(3) The processing of final maps, parcel maps, reversion to acreage maps and amended maps; the processing and approval of subdivision improvement plans, lot line adjustments, mergers, lot splits pursuant to Sections 17.05.430 and 18.13.050, and certificates of compliance;

(4) Examining and stating that final maps and parcel maps are in substantial conformance with the approved tentative map;

(5) The inspection, approval and acceptance of subdivision improvements;

(6) The acceptance of dedications and improvements for subdivisions of four or fewer parcels.

(e) Director of Community Development. The Director of Community Development shall be responsible for:

(1) The processing of tentative subdivision and tentative parcel maps, and for the collection of all required planning fees.

(2) The recording of a notice of completion of private subdivision improvements when not to be maintained by the City.

(f) Project Clearance Committee. The Project Clearance Committee shall be responsible for the review of tentative maps for subdivisions of five or more parcels or units for compliance with City ordinances and regulations and determining the practicability of the proposal with respect to the provision of City services, and for providing suitable conditions of approval to the Planning Commission and the City Council.

(g) Planning Commission. The Planning Commission shall be responsible for making recommendations for approval, conditional approval, or denial of the tentative map for subdivisions of five or more lots or units and reporting its recommendations to the City Council; and hearing of appeals for minor subdivisions of four or fewer parcels.

(h) Subdivision Committee. The Subdivision Committee shall be responsible for making recommendations for approval, conditional approval or denial of tentative parcel maps for four or fewer parcels and review of lot line adjustments.

(i) Director of Community Development. The Director of Community Development shall be responsible for investigating proposed subdivisions for conformity to the General Plan, specific plans and Zoning Ordinance of the City, and reporting findings together with recommendations for approval or conditional approval to the Planning Commission and City Council for subdivisions of five or more parcels."

SECTION 2: That Subsection (e) (entitled "Approval and/or Denial") of Section 17.05.400 (entitled "Tentative Parcel Map") of Chapter 17.05 (entitled "Subdivisions") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"(e) Approval and/or Denial.

(1) In approving or conditionally approving the tentative map, the City Council shall find that the proposed subdivision, together with its provisions for its design and improvements, is consistent with the General Plan and any applicable specific plans adopted by the City and all applicable provisions of this code and if the tentative map provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

(2) Whether or not such a condition is explicitly listed as a condition of approval, every approved tentative map shall be deemed to include a condition requiring the subdivider to defend, indemnify and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attach, set aside, void or annul an approval of the City Council, Planning Commission, Subdivision Committee or City staff concerning a subdivision. The City shall promptly notify the subdivider of any claim, action or proceeding and shall cooperate fully in the defense."

SECTION 3: That a new Section 17.05.430 (entitled "Parcel Map for Lot Splits Pursuant to Section 18.13.050") is hereby added to Chapter 17.05 (entitled "Subdivisions") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"17.05.430 Parcel Map for Lot Splits Pursuant to Section 18.13.050

(a) Parcel Maps for Lot Splits pursuant to Section 18.13.050 shall comply with all requirements of Section 17.05.400, Tentative Parcel Map, except for subsections (d), (e)(1), and (f).

(b) Parcel Maps for Lot Splits Pursuant to Section 18.13.050 shall also comply with all requirements of Section 17.05.410, Parcel Maps.

(c) The City Engineer shall approve the Parcel Map for a Lot Split pursuant to Section 18.13.050 unless the City Engineer determines that the proposed map is not

consistent with specific objective standards of the General Plan, applicable specific plans, or any applicable provision of this Code."

SECTION 4: That Section 17.05.500 (entitled "Dedication of streets, alleys and other public rights-of-way or easements") of Chapter 17.05 (entitled "Subdivisions") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"17.05.500 Dedication of streets, alleys and other public rights-of-way or easements.

(a) As a condition of approval of a tentative, or parcel map, the subdivider shall dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets and alleys, including access rights and abutters' rights, drainage, public greenways, scenic easements, public utility easements, and other public easements. In addition, the subdivider shall improve or agree to improve all streets and alleys, including access rights and abutters' rights, drainage, public utility easements and other public easements.

(b) This Section does not apply to lot splits pursuant to Sections 17.05.430 and 18.13.050."

SECTION 5: That Subsection (a) (entitled "General") of Section 17.05.610 (entitled "Improvements required") of Chapter 17.05 (entitled "Subdivisions") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"(a) General. All improvements as may be required as conditions of approval of the tentative map or City ordinance, together with, but not limited to the following shall be required of all subdivisions.

(1) Requirements for construction of on-site and off-site improvements for subdivisions of four or less parcels shall be noted on the parcel map, or waiver of parcel map or the subdivision improvement agreement recorded prior to or concurrent with the parcel map.

(2) As a condition of approval of a tentative map, there may be imposed a requirement that improvements installed by the subdivider for the benefit of the subdivision contain supplemental size, capacity, number or length for the benefit of property not within the subdivision and that those improvements be dedicated to the

public, subject to the provisions of Sections 66485 through 66489 of the Subdivision Map Act.

(3) Notwithstanding subsections (a)(1) and (a)(2) above, for Lot Splits authorized by Sections 18.13.050 and 17.050.430, required improvements shall be limited to on-site improvements."

SECTION 6: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 7: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 5TH day of July, 2022, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

22-649 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Note and File the 2022 Evaluation Report of the Hazard Mitigation Plan

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara's Hazard Mitigation Plan (HMP) was adopted by the City Council on December 19, 2017, as Annex L of the City's Emergency Operations Plan. The Federal Emergency Management Agency (FEMA) determined Volume 2 of the HMP to also be the City's Floodplain Management Plan during the 2018 audit of the City's National Flood Insurance Program's (NFIP) Community Rating System (CRS). Consequently, an Annual Evaluation of the HMP is required by FEMA as part of their annual audit of the City's CRS.

The CRS is a voluntary incentive program that recognizes and encourages floodplain management activities that exceed the minimum NFIP requirements. Flood insurance premium rates for residents and businesses are discounted to reflect the reduced flood risk. The City is currently designated as CRS Class 7, which means the City's residents and businesses in a Special Flood Hazard Area (SFHA) are eligible for a 15% insurance premium discount, and others in the City not in a SFHA are eligible for a 5% insurance premium discount.

The Santa Clara County Office of Emergency Management (SCCOEM) has been awarded a grant to complete the update of the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which is set to expire at the end of 2022. The County reports that they are currently in the process of selecting a contractor for the plan update and will begin the planning process once the contractor has been selected, and the County officially accepts the grant funds. SCCOEM plans to engage all jurisdictions in the operational area, including the City of Santa Clara, in their plan update process, and anticipates the planning process to begin in Fall of 2022. Although the current plan expires in December 2022, SCCOEM has received assurance from the Governor's Office of Emergency Services (CalOES) that none of the existing mitigation projects are at risk upon plan expiry as long as the plan update is in progress.

DISCUSSION
The Evaluation Report of the HMP documents the City's progress on hazard mitigation objectives that were determined in 2017. The report was prepared by the City's Office of Emergency Services with input from the Hazard Mitigation Review Committee comprised of City Department leaders and private sector partners who met on November 8, 2021, and January 10, April 25, and June 28, 2022. This evaluation report has been updated to reflect changes made since the pandemic response.

Flood preparedness will continue to increase as the newer objectives reach completion. These involve restoring the original storm water storage capacity of the Eastside Retention Basin, “rehabilitating” the Laurelwood Storm Pump Station, and the recent completion of the Westside Storm Pump replacement in 2020.

Other 2021/22 highlights for the City of Santa Clara include the following:

- The City’s proclaimed emergency for COVID-19 continues as does the City's proclaimed emergency for extreme drought. As the extreme drought conditions persist, the City continues to implement the Council approved Water Shortage Contingency Plan, Stage 2 and increase outreach on water use prohibitions and conservation rebates. One of the major modifications to the Water Shortage Contingency Plan taken by City Council on April 19, 2022, was to reduce outdoor watering to 2 days per week in order to further achieve water use reduction goals.
- The Fire Department developed unmanned aerial vehicle (UAV)/drone capability for hazard mitigation surveys and post-disaster damage assessments, and developed policies, procedures, and staff training guidelines for UAV use. The Fire Department completed the purchasing process for a drone and took possession in May 2021. The Fire Department is fully authorized to fly the drone after successfully acquiring a Certificate of Authorization (COA) from the Federal Aviation Administration (FAA). The Fire Department has flown the drone on two missions, one for post-fire damage assessment/ investigation and the other for incident command of a large commercial building fire.
- The citywide generator replacement project continues. Phase I of the generator replacement project is nearing completion and new generators have been installed at several fire stations, the Emergency Operations Center, and some water department sites. Phase II of the project, which includes two storm pump stations and two water well sites is currently in design phase.

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

There is no fiscal impact.

COORDINATION

This report has been coordinated with the City Attorney’s Office, City Manager’s Office, Silicon Valley Power, Water & Sewer Utilities, and Community Development, Finance, Fire, Police, and Public Works Departments.

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

Note and File the 2022 Evaluation Report of the Local Hazard Mitigation Plan.

Reviewed by: Ruben Torres, Fire Chief
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. 2022 Evaluation Report of the Local Hazard Mitigation Plan
2. 2017 Annex L, Hazard Mitigation Plan, Volume 2

City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 16, 2022

Backgrounds

The City of Santa Clara's Hazard Mitigation Plan (HMP) was adopted by the City Council on December 19, 2017, as Annex L of the City's Emergency Operations Plan and is available on the City website in the Emergency Preparedness section. This Evaluation Report of the HMP documents the City's progress on hazard mitigation objectives determined in 2017 and was prepared by the City's Office of Emergency Services (OES) with input from the Hazard Mitigation Review Committee. This is the fourth year that the Committee is providing an evaluation to the City Council. The County of Santa Clara Office of Emergency Management has been awarded a grant to coordinate HMP development for jurisdictions and will accomplish this through a contract.

The City's Hazard Mitigation Review Committee, comprised of the same City Departments and private sector partners[1] that developed the HMP, discussed the progress of objectives via email, small group meetings and four committee meetings that were held on November 8, 2021, and January 10, April 25, and June 28, 2022. This evaluation report has been updated to reflect changes made since the pandemic response.

The HMP will be considered outdated as of December 19, 2022, but the City has submitted a Letter of Commitment to participate in the county-wide update of the HMP. The City will participate with the County and other jurisdictions in the planning process of the HMP update during 2022 and into the Summer of 2023.

Community Outreach

This report will be submitted to the City Council during a meeting on August 16, 2022. In addition, the City will share information about the Evaluation Report through the City Hall News Monthly Newsletter. The blog is available online and distributed electronically to eNotify subscribers including the public and local media. The City will also publish the Evaluation Report on the City website, SantaClaraCA.gov, in the Public Works section.

Summary of Progress

Thirty objectives were identified in the HMP Action Plan in 2017, with three new objectives identified since then, and are noted in the following pages beginning with SC-1 through SC-33. After the objective is stated, the status is described as "ongoing", "not yet started," "new" or "finished." The status of "ongoing" is considered to be synonymous with "in progress." Of the 33 objectives, 24 are ongoing, five are not yet started and three are finished. Three new objectives were identified. One objective was deleted and integrated into two others for clarity but is still listed and included in the 33.

The five objectives that are not yet started are not behind schedule. They are long-term in implementation or are awaiting funding.

The finished objectives include the hiring of a Sustainability Manager and the completion of the desilting of the Westside Storm Pump.

[1] Kaiser Santa Clara Medical Center and Intel Corporation represent the private sector.

Flood preparedness will continue to increase as the newer objectives reach completion. These involve restoring the original storm water storage capacity of the Eastside Retention Basin, “rehabilitating” the Laurelwood Storm Pump Station, and the recent completion of the Westside Storm Pump replacement in 2020.

Action Plan Objectives

OES/Community Development

SC-1—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses

Status: Ongoing. The City of Santa Clara permits retrofits of existing structures, including flood-proofing, consistent with the building code. In addition, the City is supportive of other agencies, including the Santa Clara Valley Water District (Valley Water), in their efforts to remove structures from hazard-prone areas. OES will support Community Development’s lead on this effort and assist with identifying applicable funding.

OES

SC-2—Continue to support the hazard mitigation planning actions identified in this plan.

Status: Ongoing. This objective is re-worded for clarity. OES/FIRE will continue to support hazard mitigation planning actions in the City.

OES

SC-3—Actively participate in the plan maintenance strategy identified in this plan.

Status: Ongoing. OES will continue to coordinate the maintenance strategy identified in this plan.

Community Development/Public Works

SC-4—Consider participation in incentive-based programs such as Tree City and Storm Ready.

Status: Ongoing. The City of Santa Clara has been recognized as a Tree City USA for the past 31 years running. Although the City participates extensively in storm readiness, it is not currently an official Storm Ready City. Pursuing an official Storm Ready designation is not a priority at this time as this would require resources that exceed the City’s current capacity such as a 24-hour Emergency Operations Center and trained “severe weather spotters.” The City leverages working relationships with the National Weather Service and the County Office of Emergency Management to maintain situational awareness of the weather and messages the community through the City’s communications channels with severe weather notices and preparedness information.

Community Development/Public Works

SC-5—Maintain good standing under the National Flood Insurance Program (NFIP) by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an updated, adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts. Continue participating in the Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

Status: Ongoing. The City of Santa Clara participates in the Federal Emergency Management Agency's (FEMA's) Community Rating System (CRS). CRS is a program through which FEMA rewards communities that perform floodplain management activities above and beyond the minimum requirements of the NFIP. The City has a CRS class 8 rating, so residents and businesses can receive a 15% discount in insurance premiums for properties in Special Flood Hazard Areas and a 5% discount in insurance premiums for properties outside Special Flood Hazard Areas.

The City maintains its participation in NFIP, CRS and PPI. The City had its 5-year cycle visit for CRS in September 2018 and met with other Santa Clara County communities for the annual PPI evaluation in February 2019.

All City Departments

SC-6—Integrate the Hazard Mitigation Plan into other plans, programs, or resources that dictate land use or redevelopment, such as the General Plan, Climate Action Plan (CAP), Zoning Ordinance, Building Code, etc.

Status: Ongoing. The City of Santa Clara has incorporated the HMP into the City’s General Plan through its Safety Goals and Policies. In addition, the CAP Update will incorporate adaptation and resilience measures from the HMP into the CAP’s Community Resilience and Well-being strategy. At the end of 2021, the City Council adopted updated Reach Codes and it cleared the regulatory review in June 2022; it is currently undergoing public comments as it continues through the formal approval process.

OES

SC-7—Ensure that mandated training is provided to all EOC employees to achieve Level III Credentialing as defined by the California Governor’s Office of Emergency Services and ensure that employee training records are securely maintained.

Status: Ongoing. The objective is reworded for clarity. EOC staff have the goal of completing training to achieve Level III credentialing defined by the California Specialized Training Institute (CSTI), the training branch of the California Governor’s Office of Emergency Services (Cal OES).

As a short-term objective to this goal, the City Manager formally appointed City staff to work in the EOC as part of a formal training program that was launched in September 2019. City staff assigned to the EOC during the pandemic response gained extensive experience that will assist with

credentialing.

SC-8—This objective was deleted and integrated into SC-7 and SC-9.

OES/Fire/Police

SC-9—Based on EOC staffing capabilities assessment, ensure that all Fire and Police Department staff who may be assigned the role of Incident Commander at an emergency/disaster scene have received Incident Commander training, and ensure that employee training records are securely maintained.

Status: Ongoing. The Fire Department is training Captains and above to the Incident Command System (ICS)-300 level and Battalion Chiefs and above to the ICS-400 level. The Police Department is training Lieutenants and above to the ICS-300 level and Captains and above to the ICS-400 level.

All City Departments

SC-10—Monitor local availability of upcoming training opportunities for City staff regarding incident staffing, disaster response, and recovery.

Status: Ongoing. OES monitors local availability of training opportunities and notifies applicable EOC staff.

OES

SC-11—Continue to conduct EOC tabletop exercise(s) to evaluate capabilities and train employees in their assigned EOC role(s).

EOC staff gained practical experience responding to the COVID-19 pandemic. EOC staff facilitated the regional simulation cell in the City EOC for the 2022 Golden Eagle Exercise. Tabletop exercises will continue when COVID response activities are expected to further decrease beginning in the late fall of 2022.

CMO/OES/Public Works/SVP

SC-12—Develop and exercise a Disaster Debris Management Plan.

Status: Not yet started. However, the City is further in development of a disaster debris management plan based upon the disaster recovery and reimbursement process for the 2017 Winter Storms that concluded in late 2018. The formal plan is a long-term goal.

The County of Santa Clara does not currently have a formal Debris Management Plan. Once the County drafts a debris management plan with an included template for use by local jurisdictions in developing plans for debris management, the City of Santa Clara will utilize these resources to develop a localized plan.

All City Departments

SC-13—Enhance public education and awareness of natural and manmade hazards in the community and public understanding of disaster preparedness, including foreign language translations.

Status: Ongoing. In partnership with the Santa Clara County Office of Emergency Management, the City has distributed disaster preparedness materials in English, Spanish, Mandarin, and Vietnamese. City departments distribute these materials throughout City Hall and to the community, including at fire stations, the Community Recreation Center, Teen Center, Youth Activity Center, Senior Center, the Mission Branch, Central, and Northside Libraries. The Fire and Police Departments and City Manager's Office also distribute the materials at trainings and special events.

Even during the unprecedent challenges posed in 2020 and 2021, the Police Department continued to be an answering point for public concerns ranging from pandemic/shelter in place questions to police policies and practices. In addition, the Fall/Winter Edition of *Inside Santa Clara* provides winter preparedness tips. The Summer 2022 Edition of *Inside Santa Clara* was distributed and included a section dedicated to fire and safety tips. Other editions of the magazine and the City's website and other communication channels provide pandemic outreach materials. Outreach is also conducted in other languages, including Spanish, to promote emergency preparedness. The City is also collaborating with the local VOAD (Voluntary Organizations Active in Disasters) to provide *MyShake* earthquake preparedness outreach in our community in multiple languages.

OES

SC-14—Develop improved capabilities to incorporate Geographic Information System (GIS) technology by all departments into EOC operations.

Status: Ongoing. This objective is re-worded for clarity. The EOC has a GIS-based operating picture and will continue to add layers for increased situational awareness as funding and staff time become available.

Communications/OES

SC-15—Conduct a test of emergency communications and information systems interoperability, to establish baseline capabilities for employee call-back, communications between the EOC and incident command, and communications with the Operational Area and Mutual Aid resources.

Status: Ongoing. Baseline capability with the AlertSCC application for employee callback was established in August 2018. Key EOC leadership positions may also be notified through the low technology option of telephone. Confidential wallet cards with contact information are maintained and updated regularly for this option. Communications between the EOC and Incident Command are tested regularly during Levi's Stadium events. Communications with the Operational Area and Mutual Aid resources are implemented day-to-day with the Police and Fire Departments. The Fire Department uses CrewSense staffing software for enhanced callback notification of personnel to their cell phone during large events that require a recall of personnel.

The City's Alert and Notification Workgroup convened in March 2020 and had been in recess due to the current COVID-19 pandemic response. However, during 2022 the workgroup reconvened with Communications and Police Departments participating to coordinate in advance and engage in practice drills.

OES

SC-16—Conduct a gap analysis of the Santa Clara City Emergency/Disaster preparedness and response program to include a comprehensive review of employee training requirements and needs, plans and procedures, EOC equipment and staffing capabilities, and related analyses.

Status: Ongoing. A review of plans and procedures identified the need for a Severe Weather/Flood Plan to formalize practices in this area, and a draft Incident Planning and Response Guide has been developed.

The Water/Sewer Department hired a consultant to complete a Risk and Resilience Assessment (RRA) by March 31, 2020, and an Emergency Response Plan (ERP) by September 30, 2020, to meet federal regulations under the America's Water Infrastructure Act (AWIA). The consultant has completed both RRA and ERP and conducted a thorough review of all critical assets and risk assessment of the water system that involves all hazards that include natural hazards, dependency and proximity threats, offsite threats and malevolent threats that might impact water system operations and engineering systems.

The purpose of the RRA and ERP is to identify City response actions during an emergency that will maintain the expected quantity of water, maintain water treatment, protect employees, minimize disruption to the public, preserve property, and maintain community trust in the City. The recommendations by the consultant are getting incorporated into the department future Capital Improvements Program (CIPs) projects.

OES

SC-17—Acquire a mobile Emergency Operations Center.

Status: Acquisition is not yet started. This continues to be a low priority in consideration of other City priorities and available resources, including from neighboring jurisdictions.

OES/Fire/Police

SC-18—Develop unmanned aerial vehicle (UAV) capability for hazard mitigation surveys and post-disaster damage assessments; and develop policies, procedures, and staff training guidelines for UAV use.

Status: Ongoing. The Fire Department purchased a UAV and obtained FAA approvals to operate it within the City. It is recommended that a policy be developed regarding UAV capability and for the public to be made aware. The Police Department is developing applicable UAV policies for both the

Police and Fire Departments.

As of October 2019, both Fire and Police Departments have obtained Council approvals to purchase UAV capabilities. After a significant delay due to position freezes, the Police Department recently began the process to standup their UAV program. Currently, the program is being managed as a collateral assignment. The Fire Department completed the purchasing process for a drone and took possession in May 2021. The Certificate of Authorization (COA) process is completed and the Department has full FAA authorization. Six personnel have completed a drone pilot process and are authorized to fly under those regulations. Future growth of the Fire Department's Drone Program includes training more pilots, developing more internal operational procedures for use outside of emergency incidents and outreach to community members who are certified drone pilots that might be interested in joining the Santa Clara Fire Department Volunteer Reserve Firefighter Program.

Fire

SC-19—Enhance Fire Department field inspection system using portable computers for engine company inspections and Fire Prevention inspections, to integrate inspections, re-inspections, invoicing, permits, Certified Unified Program Agency (CUPA) and business license data.

Status: Ongoing. The Fire Department coordinated a purchase with the Community Development and Finance Departments of a common software platform (i.e. Accela) to accomplish this objective. The platform is currently functioning and in use.

OES/Fire

SC-20—Conduct seismic and functional assessment of Emergency Operations Center.

Status: The assessment has not yet started. A seismic and functional assessment of the EOC was part of a facilities infrastructure assessment of Fire Department buildings expected to be initiated in 2020. Since the budget for this project was not approved, other avenues will continue to be explored.

Public Works

SC-21—Replace emergency generators for the City's critical facilities.

Status: Ongoing. This objective was reworded for clarity. Phase I of the generator replacement project is nearing completion and new generators have been installed at several fire stations, the Emergency Operations Center, and some water department sites. Phase II of the project, which includes two storm pump stations and two water well sites, is currently in design phase.

Water and Sewer

SC-22—Maintain and improve Water and Sewer Utilities as necessary to ensure systems can maintain their functionality in response to potential hazards such as drought, flood, or earthquakes.

Status: Ongoing. The Water and Sewer Utilities Department is looking at a number of improvements that will assist with hazard mitigation. Currently, Water and Sewer Utilities is conducting an assessment and rehabilitation of the City's Serra tanks (three total) that store over 13 million gallons of water. The rehabilitation includes requiring a seismic, Occupational Safety and Health Administration (OSHA) and interior/exterior coating upgrade to the tanks. The City spent approximately $10 million on the seismic and rehabilitation upgrades of the Serra Tanks. In 2017, the City commissioned a new 2-million-gallon corporation yard tank eliminating an elevated tank built in 1965 located at 1651 Martin Avenue, thus upgrading seismic standards for this facility. All new water pipelines over the last 10 years have been fully restrained with thrust blocks for dual protection. Water and Sewer Utilities has budgeted $22.5 million over the next five (5) years for water main replacement and new and replacement wells to assist with mitigating hazards.

Public Works and Water and Sewer Utilities Departments are collaborating to improve capacity and conduct a major condition assessment of the sanitary sewer pipes and appurtenances using closed-circuit-television (CCTV) technology. The Water and Sewer Utilities has approximately $16 million budgeted for system improvements to repair defects identified by condition assessments, repair, and capacity projects that will continue to assist with mitigating hazards.

The City of Santa Clara Water & Sewer Utilities Department owns and operates three (3) welded steel potable water tanks located at 200 Lawrence Expressway, adjacent to the Agilent Technologies site, and provides water storage to customers for daily operations and emergency supply needs. Serra Tank 1 was built in 1964 and has a capacity of 4.6 million gallons (MG). Serra Tank 2 was built in 1967 with a capacity of 4.4 MG. Serra Tank 3 was built in 1981 with a capacity of 4.2 MG.

The proposed scope consists of rehabilitating three welded steel potable water storage tanks to comply with OSHA, American Water Works Association (AWWA), and the California Building Code seismic regulations. Work specific to each tank includes, but is not limited to, the removal and replacement of the existing interior and exterior coating, a new cathodic protection system, replacement of existing structural rafters and supports, steel banding around the tank circumference, safety anchorage points, ventilation systems, and modified overflow drainage systems. The site improvement scope consists of new piping, site grading, drainage, and access around the tank perimeter. Enhancements to the instrumentation, electrical and control systems are also proposed to replace outdated infrastructure. Finally, a new tank mixing system is proposed to enhance the water quality inside the tanks.

The Contractor has completed Tank # 3 which is the final tank and this tank was returned to service. The majority of tank work was completed in calendar year 2021 and with final work and punch list items completed in calendar year 2022.

The Water and Sewer Utilities Department continues to replace aging water distribution system infrastructures and maintains a goal of replacing 10,000 linear feet (LF) annually. The water main replacement projects planned for 2022-23 are located on Blackfield Drive, Madera Drive, Las Palmas Drive, White Drive, and Benton Street, between White Drive and Blackfield Drive, totaling approximately 8,000 LF. The construction of water main replacement of approximately 6,900 LF of

water mains on Las Palmas Drive, White Drive, Hayward Drive, Patricia Drive, Dixon Drive, Rose Way, and Rose Court and the area bounded by Homestead Road and Hayward Drive and 2,700 LF of water main on Martin Avenue, between Scott Boulevard and Lafayette Street, is completed.

The department is in the process of moving forward with seeking proposals to develop an Asset Management Plan and a Sustainable Water Supply Master Plan. The Asset Management Plan will inform a Capital Improvement Plan. The City will enhance its business efficiency to minimize asset failures through optimized designs and management practices. The Department wants to ensure existing water infrastructure replacement continues to provide the highest service levels to the community.

Water Shortage Emergency Condition: California is currently experiencing a drought with its second consecutive dry year. Due to extreme drought conditions throughout the Bay Area region and Santa Clara, the City Manager, as the Director of Emergency Services, proclaimed a local drought emergency for the City of Santa Clara in July 2021. The Santa Clara City Council ratified the emergency proclamation at the City Council meeting on July 13, 2021.

On June 9, 2021, the Santa Clara Valley Water District (Valley Water) Board of Directors declared a water shortage emergency condition in Santa Clara County and called for a mandatory 15% reduction in water usage countywide. On June 22, 2021, the Santa Clara County Board of Supervisors adopted a resolution ratifying a June 15, 2021 proclamation by the County Director of Emergency Services for a local emergency related to extreme drought conditions. In addition, on July 8, 2021, California Governor Gavin Newsom extended his previous drought proclamation to include Santa Clara County. Additionally, the San Francisco Public Utilities Commission (SFPUC) did declare a Water Shortage Emergency and 10% voluntary use reduction goal at their November 23, 2021 Commission Meeting which resulted in a 32% use reduction goal for Santa Clara in early 2022. On May 24, 2022, the SFPUC adopted a Stage 2 Water Shortage Contingency Plan requiring a voluntary system wide reduction in water use by 11% compared with Fiscal Year (FY) 2019-20. This will increase Santa Clara's water use reduction goal.

The emergency proclamation in Santa Clara requires the implementation of the City of Santa Clara Water Shortage Contingency Plan (Stage 2), with modifications. One of the major modifications taken by City Council on April 19, 2022, was to reduce outdoor watering to two (2) days per week. The City of Santa Clara is implementing water use prohibitions and continues to encourage the public to conserve water.

Water and Sewer Utilities staff has met with departments and implemented water use reduction strategies. Up-to-date information regarding the Drought and Water Conservation Tips can be found at: City of Santa Clara Drought Update.

City staff is working closely with Valley Water, Bay Area Water Supply and Conservation Agency, SFPUC staff to provide a coordinated message to customers and develop conservation strategies, outreach materials and a communication plan.

Community Development

SC-23—Integrate climate change and natural hazards planning into current city plan revisions

and future planning initiatives.

Status: Ongoing. Climate Change is addressed both in the sustainability section of the City's General Plan and in the Climate Action Plan (CAP). The CAP, which was adopted by the City Council on June 7, 2022, includes more stringent 2030 reduction targets, along with adaptation and resiliency measures as a part of the Community Resilience and Well-being strategy.

Community Development

SC-24—Develop and maintain a landscape design manual to provide general guidance and education to the public on water efficiency in landscaping and to serve as a resource for water efficient landscape design and installation in compliance with the State Water Efficiency Landscape Ordinance (as amended), including lists of recommended site-appropriate native and drought-tolerant plant species.

Status: Ongoing. The City offers a number of design and conservation resources on its website, including How to Conserve Water in the Garden, and Valley Water's Rules of Thumb for Water-Wise Gardening and Garden Planner (California Native Plant Society).

Community Development/Public Works

SC-25—Continue to improve the City's bike network in coordination with partner agencies, such as the Valley Transportation Authority (VTA).

Status: Ongoing. Significant progress has occurred in this area as described below.

- The City of Santa Clara adopted a Bicycle Master Plan Update (2018) in September 2019. The Bicycle Master Plan contains a set of project recommendations along corridors and intersections to build out our bicycle network throughout the city. These projects are ranked in order of priority for our top 40 projects and cost estimates are included for all projects within the plan. The city has 58.8 miles of existing bikeways, and at complete build-out there would be 130 miles of bikeways.

- Creek Trail Master Plan. Creek trails are for both pedestrians and bicyclists. The Creek Trail Master Plan encompasses new trails of approximately 9+ combined miles along Calabazas Creek, a major portion of Saratoga Creek, and the Hetch Hetchy corridor (which is under the jurisdiction of the San Francisco Public Utilities Commission). Coordination with numerous stakeholders (Valley Water, Santa Clara County, City of Sunnyvale, Union Pacific Railroad, etc.) for this project has been a challenge, but progress is being made as we are targeting to complete the Master Plan with 30% design plans in the fall of 2023.

- Completed bike projects in the last two years:

  1. Scott Boulevard (Central Expressway – Monroe Street): 1 mile
  2. Tasman Drive (Sunnyvale – San Jose): 1.5 miles

3. Benton Street (El Camino Real – Monroe Street): 0.5 miles
4. Mission College Boulevard (Sunnyvale – Great America Parkway): 1 mile
5. Homestead Road (Kiely Boulevard – Winchester Boulevard): 1.5 miles
6. Agnew Road (San Tomas Aquino Creek – Lafayette Street): 0.6 miles (buffer)
7. Monroe Street (Cabrillo Avenue – Homestead Road): 0.9 miles (parking stripe)

- Planned bike projects in the next year:

1. Monroe Street (Chromite Drive – San Tomas Expressway): 0.9 miles
2. Walsh Avenue (Bowers Avenue – San Tomas Expressway): 0.8 miles

City Manager's Office

SC-26—Hire or assign a management-level staff member as the Sustainability Manager to coordinate sustainability efforts among different departments and outside agencies.

Status: Finished. A Sustainability Manager was hired in January 2021.

Community Development/Public Works

SC-27—Continue to implement and monitor the current 2014 Climate Action Plan (CAP) and prepare a comprehensive update to the CAP to comply with state greenhouse gas reduction targets. Include adaptation strategies within the updated CAP.

Status: Ongoing. The City is implementing its adopted CAP, including divesting itself from ownership of a coal-fired power plant at the end of 2017. The City has prepared two annual reports (2016 and 2018) that monitor progress towards climate goals under the 2014 CAP. In addition, as a part of the 2018 CAP annual report, the City performed both citywide and municipal inventories, which give the City a baseline for future climate planning efforts. The City is in the process of updating the CAP to include more stringent 2030 reduction targets, along with adaptation and resiliency measures as a part of the Community Resilience and Well-being strategy.

OES/Police

SC-28—Increase situational awareness capacity in the EOC by expanding GIS resources and providing air-to-ground communications.

Status: Ongoing. Levi's Stadium has air-to-ground communications, and the EOC has established communications with Levi's Stadium. The Police Department has audio communications with both the Sheriff's Office and the San Jose Police Department. The County Sheriff is in the process of developing air-to-ground communications that may benefit the City in the future.

OES/Police

SC-29—Secure all critical infrastructure in the EOC, the EOC perimeter, and immediate vicinity.

Status: Not yet started. However, security in the EOC has increased with the addition of security badges. Grant opportunities to establish an EOC secure perimeter will continue to be assessed as staff resources allow.

Public Works

SC-30—Restore the original storage capacity of the Westside Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin.

Status: Finished. The Westside Retention Basin desilting project is completed.

Public Works

SC-31—NEW. Restore the original storage capacity of the Eastside Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin. Funding for the design of the project was transferred to another storm drain project, Laurelwood Storm drain pump station rehabilitation project (higher priority). The additional funding request for the desilting project was not approved as part of CIP Budget FY20-21 & FY21-22 approval process.

Status: Not yet started

Public Works

SC-32—NEW. Laurelwood Storm Pump Station Rehabilitation: The pump station was constructed in 1986 and there have been no major improvements to the station since its construction. The Project will modify existing headworks of the wet well, replace existing pumps with new, replace pump controls, improve station configuration, and rehabilitate existing building structure to meet current building codes. The proposed improvements will help the station to meet or exceed the station capacity and improve efficiency.

Status: Ongoing. The project construction has started, and the tentative construction completion date is Fall 2022.

Public Works

SC-33—NEW. Replace the Westside Storm Pumps: The Westside Retention Basin Pump Replacement Project is to replace all five pumps (three large pumps and two dry weather flow pumps), associated motors, appurtenances, and structural components. The project has been completed.

Status: Finished

City of Santa Clara

Emergency Operations

Plan

Annex L

Hazard Mitigation Plan
Volume 2

City of Santa Clara
The Center of What's Possible

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14. CITY OF SANTA CLARA

14.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact
Lisa Schoenthal, Chief Emergency Services Officer
Santa Clara Fire Department
777 Benton Street
Santa Clara, CA 95050
(408) 615-4990
lschoenthal@santaclaraca.gov

Alternate Point of Contact
Ruben Torres, Fire Chief
Santa Clara Fire Department
777 Benton Street
Santa Clara, CA 95050
(408) 615-4900
rtorres@santaclaraca.gov

14.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—July 5, 1852
- **Current Population**—123,752 as of January 1, 2016
- **Population Growth**—Based on the data tracked by the state Department of Finance, the City of Santa Clara has experienced a gradual rate of growth since the year 2000. The overall population has increased by 4.14 percent since 2010 and growth averaged 1.23 percent per year from 2000 to 2014. The City is an important employment center and houses approximately 122,000 jobs. The City is projected by the Association of Bay Area Governments (ABAG) in 2030 to have a resident population of 141,700 and to support 137,480 jobs.
- **Location and Description**—The City of Santa Clara encompasses 18.41 square miles, and is located 45 miles south of San Francisco and 382 miles north of Los Angeles. The City of Santa Clara is situated near to the south end of San Francisco Bay in Santa Clara County, also known as Silicon Valley in recognition of the region's leadership in worldwide technology innovations. The City boundaries are completely urbanized, and the City is bordered by other urbanized areas, including San Jose, Cupertino and Sunnyvale. The City is developed on relatively flat terrain and drained by three seasonal creeks, San Tomas Aquino, Saratoga and Calabazas creeks, all of which empty into the southern portion of San Francisco Bay. The Guadalupe River, which also drains into the Bay, defines part of the city's eastern boundary.
- **Brief History**—By 1850, when California became a state, Santa Clara was an established frontier settlement. In 1851, Santa Clara College, now Santa Clara University, was founded on the Mission site. The incorporation of Santa Clara as a City followed in 1852. In 1866, the City officially established a grid street system to accommodate anticipated growth. The City of Santa Clara, "The Mission City," has been transformed over the past century, from a small agricultural town to a major employment and community center in Silicon Valley. It is called the "Mission City" in reference to the Mission Santa Clara de Asis, which opened in 1777 as one of 21 Spanish missions established by Franciscan padres along El Camino Real in California. The central core of the City grew outward from the original downtown and the Old

Quad residential area around the University and Agnew Village - a satellite area that established a base for residential neighborhoods in north Santa Clara. Primarily an agricultural community through the mid-1900s, the City of Santa Clara evolved to become a family-oriented, suburban community of comfortable neighborhoods in the post-World War II era, and as the heart of Silicon Valley in the electronics industry boom of the 1970s. In 2014, Levi's Stadium opened in Santa Clara as the home of the San Francisco 49ers football team and a premier sports and entertainment venue that hosted Super Bowl 50.

- **Climate**—The City of Santa Clara's climate is Mediterranean in nature, with mild temperatures year-round. January is on average the coolest month with an average low temperature of 42°*F* and an average high temperature of 58°*F*. July is on average the warmest month with an average low temperature of 58°*F* and an average high temperature of 82°*F*. Average annual rainfall is 14 inches, with rain concentrated in the winter months (November through March).
- **Governing Body Format**—Santa Clara is a Charter City with a City Council - City Manager form of government, with the City Manager and City Attorney appointed by City Council. The City of Santa Clara is governed by a seven-member city council. The Police Chief and City Clerk are elected positions. The City Manager is responsible for hiring all other City staff, preparing an annual budget, and general oversight of City operations, including the City's utilities. The City consists of fourteen departments: Community Development, Electric Utilities (Silicon Valley Power), Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Public Works, Police, Water and Sewer Utilities, City Attorney's Office, City Clerk's Office and the City Manager's Office. The City also has a separate Stadium Authority and Housing Authority which are overseen by the City Council. The City has nine commissions which report to the City Council. The City Council assumes responsibility for the adoption of this plan; the City Manager will oversee its implementation.

14.3 DEVELOPMENT TRENDS

The City of Santa Clara has seen remarkable interest and activity in both commercial and residential development during 2015 and 2016, and economic forecasts anticipate this to continue at a steady level in the next few years. Building permit valuations projected for permit activities in 2015-16 show $1.4 billion in valuation attributed to 8,000 building permits, versus $890 million in valuation attributed to 7,180 building permits in the previous fiscal year. The strength of the economy has spurred a number of new developments, in addition to advancing a number of significant private development projects that were previously approved by the City prior to the last recession. These projects are providing construction jobs and tenant employment, leading to secondary jobs, new rental housing and home sales, and consumer and business spending. Table 14-1 summarizes development trends in the performance period since development of the previous hazard mitigation plan and expected future development trends.

14.4 CAPABILITY ASSESSMENT

14.4.1 Resources for the 2017 Planning Initiative

This sections lists the technical reports, plans, and regulatory mechanisms reviewed to provide information for inclusion in the 2017 Multi-Jurisdiction Hazard Mitigation Plan for both Volume 1 and Volume 2 (Santa Clara Annex).

Table 14-1. Recent and Expected Future Development Trends

Criterion	Response
Has your jurisdiction annexed any land since the development of the previous hazard mitigation plan? • **If yes, give the estimated area annexed and estimated number of parcels or structures.**	No N/A
Is your jurisdiction expected to annex any areas during the performance period of this plan? • **If yes, please describe land areas and dominant uses.** • **If yes, who currently has permitting authority over these areas?**	Yes Small leftover areas, generally vacant and adjacent to creeks. All are infill parcels. County of Santa Clara.
Are any areas targeted for development or major redevelopment in the next five years? • **If yes, please briefly describe, including whether any of the areas are in known hazard risk areas**	Yes General Plan contains nine focus areas where significant development is anticipated, plus substantial redevelopment is expected in various employment areas, particularly in many areas north of the Caltrain tracks. The entire City is in an area of earthquake risk, and many of the areas expected to redevelop may be subject to flooding hazards, especially in North Santa Clara.
How many building permits were issued in your jurisdiction since the development of the previous hazard mitigation plan?	

	2011	2012	2013	2014	2015
Single Family	35	49	74	42	58
Multi-Family	15	7	2	23	11
Other (commercial, mixed use, etc.)	1704	1775	1895	1965	2388

Please provide the number of permits for each hazard area or provide a qualitative description of where development has occurred.	• Special Flood Hazard Areas: Yes, average 3-4 per year • Landslide: N/A • High Liquefaction Areas: No. According to the USGS map, the high liquefaction area is approximately 3 miles west of Guadalupe River along Northeast of City of Santa Clara boundary. The land uses are mostly open land with a small area of low and medium densities of residential, mixed use, and industrial. • Tsunami Inundation Area: N/A • Wildfire Risk Areas: N/A
Please describe the level of buildout in the jurisdiction, based on your jurisdiction's buildable lands inventory. If no such inventory exists, provide a qualitative description.	Appendix 8.12-B of the Housing Element has an inventory of underutilized sites. Santa Clara is mostly built-out, and most development opportunity sites involve redevelopment and intensification of parcels that are currently developed.

All of the below items were additionally reviewed as part of the full capability assessment for Santa Clara.

- **City of Santa Clara 2010-2035 General Plan**—The General Plan, including the Land Use and Safety Elements, were reviewed for information regarding goals and policies consistent with hazard mitigation for carry over as goals and objectives. The General Plan provides a comprehensive set of goals and policies for the delivery of City services as well as a long term plan for land use (Land Use Element). The Land Use Element takes into consideration hazard avoidance, such as floodplains, when establishing allowed land uses. The Land Use Element is supported by policies which require avoidance of hazardous conditions for new land development. The General Plan includes policies which address safety within other topic areas (e.g., rail safety, bicycle and pedestrian safety, etc.), policies related to public safety through the delivery of Police and Fire services, and specific safety goals and policies related to environmental issues such as avoidance of safety impacts due to flooding, hazardous materials, airport operations, seismic, geologic and soil hazards and noise. The City's Climate Action Plan is one of the

General Plan Appendices. The Climate Action Plan identifies steps to reduce Citywide greenhouse gas emissions, which relate to avoidance of drought and severe weather events.

- **City of Santa Clara Municipal Code**—The Municipal Code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **Flood Damage Prevention Ordinance**—The Flood Damage Prevention Ordinance was reviewed for compliance with the National Flood Insurance Program.
- **Capital Improvements Plan**—The Capital Improvements Plan was reviewed to identify cross-planning initiatives for inclusion as mitigation projects.
- **The City of Santa Clara Emergency Operations Plan (EOP)**—This plan was reviewed to complete the Planning Documents portion of this Annex.
- **Technical Reports and Information** – Outside resources and references used to complete the City of Santa Clara Annex are identified in Section 1.10 of this Annex.

14.4.2 Full Capability Assessment

An assessment of legal and regulatory capabilities is presented in Table 14-2. An assessment of fiscal capabilities is presented in Table 14-3. An assessment of administrative and technical capabilities is presented in Table 14-4. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 14-5. An assessment of education and outreach capabilities is presented in Table 14-6. Classifications under various community mitigation programs are presented in Table 14-7. Development and permitting capabilities are presented in Table 14-8, and the community's adaptive capacity for the impacts of climate change is presented in Table 14-9.

Table 14-2. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code	Yes	No	Yes	Yes
Comment: *2016 Building Code Adopted; Santa Clara Muni Code Title 15: Buildings and Construction*				
Zoning Code	Yes	No	Yes	Yes
Comment: *Update underway; Santa Clara Muni Code Title 18: Zoning*				
Subdivisions	Yes	Yes	Yes	No
Comment: *Updated in 2003; Santa Clara Muni Code Chapter 17.05 Subdivisions*				
Stormwater Management	Yes	Yes	Yes	Yes
Comment: *Santa Clara Muni Code 13.20 Original in 1994, Updated in May 20, 2014 by Ordinance 1925 City of Santa Clara protects stormwater quality via Municipal Regional NPDES Permit compliance activities which include: municipal operations, new and redevelopment controls, commercial/industrial facility inspections, illegal discharge/illicit connection enforcement, active construction site inspections, public education, trash load reduction, mercury and PCB reduction, and pesticide toxicity reduction programs. The City has a Long term Trash load Reduction Plan in place and is working to prepare a Green Infrastructure Plan. Regionally, the Santa Clara Valley Urban Runoff Pollution Prevention Program is in progress of preparing a Basin Plan.*				
Post-Disaster Recovery	No	No	No	No
Comment: *None Located*				
Real Estate Disclosure	No	No	Yes	No
Comment: *Cal. Civ. Code §1102 et seq.*				
Growth Management	Yes	No	Yes	Yes
Comment: *General Plan policies; no separate ordinance; Cal. Gov. Code §65300 et seq.*				
Site Plan Review	Yes	Yes	Yes	Yes
Comment: *Conducted pursuant to the City's Zoning Code*				

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Environmental Protection	Yes	Yes	Yes	Yes
Comment: *Pursuant to General Plan, Zoning, and Building Code requirements; California Environmental Quality Act (Guideline: California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387)*				
Flood Damage Prevention	Yes	Yes	Yes	Yes
Comment: *Pursuant to Floodplain Ordinance; Santa Clara Muni Code Chapter 15.45: Prevention of Flood Damage Code*				
Emergency Management	Yes	No	Yes	Yes
Comment: *Pursuant to City Charter Chapter 2.140*				
Climate Change	Yes	Yes	Yes	Yes
Comment: *Climate Action Plan adopted; California SB-379*				
Other:	No	No	No	No
Comment: *None Located*				
Planning Documents				
General Plan	Yes	Yes	Yes	Yes
Is the plan compliant with Assembly Bill 2140? *Yes*				
City of Santa Clara General Plan, adopted in 2010 and updated regularly (most recently in November 2016) is compliant with AB 2140.				
Capital Improvement Plan	Yes	No	Yes	Yes
How often is the plan updated? *Annually*				
Comment: *State mandated: City Charter Sec 1312 Capital project funds, Charter Chapter 11 of State Statutes of 2000*				
Floodplain or Watershed Plan	Yes	Yes	Yes	Yes
Comment: *City adopted the FEMA flood damage prevention code in 1987. General Plan Safety Goals in Section 5.10.5 address floodplain and watershed protections.*				
Stormwater Plan	Yes	Yes (SCVWD)	Yes	Yes
Comment: *Storm Drain Maser Plan prepared in Dec. 2015*				
Urban Water Management Plan	Yes	No	Yes	Yes
Comment: *Adopted November 22, 2016*				
Habitat Conservation Plan	No	Yes	No	No
Comment: *Santa Clara Valley Habitat Plan*				
Economic Development Plan	Yes	No	No	Yes
Comment: *Pursuant to General Plan*				
Shoreline Management Plan	No	Yes	No	No
Comment: *Santa Clara does not have shoreline; however, the Bay Conservation and Development Commission has jurisdiction over San Francisco Bay shoreline modifications.*				
Community Wildfire Protection Plan	No	No	No	No
Comment: *N/A*				
Forest Management Plan	No	No	No	No
Comment: *N/A*				
Climate Action Plan	Yes	Yes	Yes	Yes
Comment: *Climate Action Plan was adopted in December 2013.*				
Comprehensive Emergency Management Plan	Yes	Yes	Yes	Yes
Comment: *Santa Clara County Emergency Operations Plan, City Emergency Operations Plan (EOP)*				
Threat & Hazard Identification & Risk Assessment (THIRA)	No	Yes	Yes	No
Comment: *UASI THIRA - 2016*				

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Post-Disaster Recovery Plan ***Comment:*** *part of EOP*	Yes	Yes	Yes	Yes
Continuity of Operations Plan ***Comment:*** *N/A*	No	No	No	No
Public Health Plan ***Comment:*** *County Public Health has authority*	No	Yes	Yes	No
Other: ***Comment:*** *None Located*	No	No	No	No

Table 14-3. Fiscal Capability

Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes, though voter approval required
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	No, voter approval required
Incur Debt through Special Tax Bonds	No, voter approval required
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes, nexus study required
Other working capital reserves	Yes

Table 14-4. Administrative and Technical Capability

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Com Dev/Director
Engineers or professionals trained in building or infrastructure construction practices	Yes	DPW, Utilities/Directors
Planners or engineers with an understanding of natural hazards	No	Com Dev, DPW, Utilities/Directors
Staff with training in benefit/cost analysis	Yes	Finance/Director
Surveyors	Yes	Land Surveyor, DPW
Personnel skilled or trained in GIS applications	Yes	DPW, IT, Com Dev, Utilities
Scientist familiar with natural hazards in local area	No	NA
Emergency manager	Yes	Fire, ESC
Grant writers	Yes	Fire, Police, DPW, IT, Parks and Rec

Table 14-5. National Flood Insurance Program Compliance

Criteria	Response
What local department is responsible for floodplain management?	Community Development
Who is your floodplain administrator? (department/position)	Director of Community Development
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	1987, revision in process
Does your floodplain management program meet or exceed minimum requirements? • **If exceeds, in what ways?**	May not currently meet minimum NFIP requirements N/A
When was the most recent Community Assistance Visit or Community Assistance Contact?	5-year Cycle Visit in 2012
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? • **If so, please state what they are.**	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? • **If no, please state why.**	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? • **If so, what type of assistance/training is needed?**	Yes Training on the CRS Manual
Does your jurisdiction participate in the Community Rating System (CRS)? • **If yes, is your jurisdiction interested in improving CRS Classification?** • **Is your jurisdiction interested in joining the CRS program?**	Yes Yes (currently class 8) N/A
How many flood insurance policies are in force in your jurisdiction? • **What is the insurance in force?** • **What is the premium in force?**	955[a] $279,319,600 [a] $735,904 [a]
How many total loss claims have been filed in your jurisdiction? • **How many claims were closed without payment/are still open?** • **What were the total payments for losses?**	29 [a] CWOP = 15 Still open = 0 [a] $309,753.09 [a]

a. According to FEMA statistics as of October 31, 2016

Table 14-6. Education and Outreach

Criteria	Response
Do you have a Public Information Officer or Communications Office?	Yes
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? • **If yes, please briefly describe.**	Yes The Fire Department has an emergency preparedness webpage that includes links to various resources.
Do you utilize social media for hazard mitigation education and outreach? • **If yes, please briefly describe.**	Yes Twitter, Facebook and NextDoor
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
Do you have any other programs already in place that could be used to communicate hazard-related information? • **If yes, please briefly describe.**	Yes Web-based notification such as Enotify and Nixle
Do you have any established warning systems for hazard events? • **If yes, please briefly describe.**	Yes Countywide Alert SCC program

Table 14-7. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	Yes	8	5/1/2002
Building Code Effectiveness Grading Schedule	No	99	N/A
Public Protection	Yes	2	2015
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A

Table 14-8. Development and Permitting Capability

Criterion	Response
Does your jurisdiction issue development permits? • **If no, who does? If yes, which department?**	Yes Community Development
Does your jurisdiction have the ability to track permits by hazard area?	Yes
Does your jurisdiction have a buildable lands inventory?	Yes

Table 14-9. Adaptive Capacity for Climate Change

Adaptive Capacity Assessment Question	Jurisdiction Rating
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts	Medium
Comment: *None provided*	
Jurisdiction-level monitoring of climate change impacts	Medium
Comment: *Sea level rise is expected to have minimal impacts to Santa Clara properties*	
Technical resources to assess proposed strategies for feasibility and externalities	High
Comment: *None provided*	
Jurisdiction-level capacity for development of greenhouse gas emissions inventory	Medium
Comment: *Climate Action Plan contains a comprehensive inventory, and the update of the Climate Action Plan in the next 1-3 years will include an inventory update*	
Capital planning and land use decisions informed by potential climate impacts	High
Comment: *General Plan principles, including the Climate Action Plan criteria, consider climate implications*	
Participation in regional groups addressing climate risks	Medium
Comment: *Staff participates in regular regional climate change meetings as time permits*	
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes	High
Comment: *Climate Action Plan is incorporated into the General Plan and is considered as part of the decision-making process*	
Identified strategies for greenhouse gas mitigation efforts	High
Comment: *The Climate Action Plan (CAP) addresses statewide GHG reduction goals through 2020, and the City expects to update the CAP in the next 1 – 3 years to address the new statewide GHG reduction goals for 2030 and 2050.*	
Identified strategies for adaptation to impacts	Medium
Comment: *None provided*	
Champions for climate action in local government departments	Medium
Comment: *Hiring of new sustainability manager is expected in 1-2 months. Initial multi-departmental working group convening now.*	
Political support for implementing climate change adaptation strategies	Medium
Comment: *Sustainability is continually gaining additional support in the community and with the Council.*	

Adaptive Capacity Assessment Question	Jurisdiction Rating
Financial resources devoted to climate change adaptation	Medium
Comment: *None provided*	
Local authority over sectors likely to be negatively impacted	Medium
Comment: *None provided*	
Public Capacity	
Local residents knowledge of and understanding of climate risk	Medium
Comment: *Some members are highly educated. More City outreach could contribute to overall knowledge base.*	
Local residents support of adaptation efforts	Medium
Comment: *None provided*	
Local residents' capacity to adapt to climate impacts	High
Comment: *None provided*	
Local economy current capacity to adapt to climate impacts	High
Comment: *None provided*	
Local ecosystems capacity to adapt to climate impacts	Medium
Comment: *None provided*	

14.5 INTEGRATION WITH OTHER PLANNING INITIATIVES

The following describe the jurisdiction's process for integrating the hazard mitigation plan into local planning mechanisms.

14.5.1 Existing Integration

The following plans and programs currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan:

- **General Plan**—Considers land use integration, environmental impacts of development, and long-term sustainability for new development and city operations. At the time of the next update, information obtained in the update of the hazard mitigation plan will be integrated into the General Plan as appropriate.
- **Climate Action Plan**—Integrated into the General Plan, the CAP identifies steps for the City to take in its own operations and in review/approval of new development to reduce greenhouse gas emissions. At the time of the next update, information obtained in the update of the hazard mitigation plan will be integrated into the Climate Action Plan as appropriate.

14.5.2 Opportunities for Future Integration

The following plans and programs do not currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan, but provide an opportunity for future integration:

As the City continues to update its policies and ordinances, including but not limited to updates to the Building Code (next scheduled for adoption in 2019), the General Plan (anticipated in the next 3-8 years), Zoning Ordinance (expected in the next 1-2 years) and Climate Action Plan (expected in next 1-3 years), the City will evaluate consistency with the hazard mitigation plan and incorporate recommendations as needed.

14.6 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 14-10 lists all past occurrences of natural hazards within the jurisdiction.

Table 14-10. Natural Hazard Events

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Weather	-	1-8-17	$65,000
Wildfire	2465	9-23-16	$34,199
Wildfire	2766	5-22-2008	$362,378
Hurricane Evacuation	3248	9-13-2005	$988,951
Severe Weather / High Wind	1203	6-21-2001	$80,757
Earthquake	845	10-17-1989	$100,000

14.7 JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Other noted vulnerabilities include:

- There are a number of older structures built before modern building codes.

14.8 HAZARD RISK RANKING

Table 14-11 presents the ranking of the hazards of concern.

Table 14-11. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	54	High
2	Severe Weather	33	Medium
3	Flood	18	Medium
3	Dam and Levee Failure	18	Medium
4	Drought	9	Low
5	Landslide	0	Low
6	Wildfire	0	Low

14.9 STATUS OF PREVIOUS PLAN ACTIONS

The status of previous actions from the 2011 ABAG LHMP for the City of Santa Clara can be found in Appendix D of this volume.

14.10 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 14-12 lists the actions that make up the City of Santa Clara hazard mitigation action plan. Table 14-13 identifies the priority for each action. Table 14-14 summarizes the mitigation actions by hazard of concern and the six mitigation types.

Table 14-12. Hazard Mitigation Action Plan Matrix

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
SC-1—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses						
New and existing	All hazards	1-9	OES/Fire and Community Development	High	PDM, HMGP, Local Budget (local match)	Dependent on Funding (Short-term)
SC-2—Continue to support the Planning Area-wide actions identified in this plan.						
New and Existing	All hazards	1-9	OES/Fire	Low	Local Budget	Ongoing
SC-3—Actively participate in the plan maintenance strategy identified in this plan.						
New and Existing	All hazards	1-9	OES/Fire	Low	Local Budget	Ongoing
SC-4—Consider participation in incentive-base programs such as Tree City and Storm ready.						
New and Existing	All hazards	1-9	Community Development and Public Works	Low	Local Budget	Ongoing
SC-5—Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an updated, adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts. Continue participating in the Santa Clara County Multi-jurisdictional Program for Public Information.						
New and Existing	Flood	1-9	Community Development and Public Works	Low	Local Budget	Ongoing
SC-6—Integrate the Hazard Mitigation Plan into other plans, programs, or resources that dictate land use or redevelopment, such as the General Plan, Climate Action Plan, Zoning Ordinance, Building Code, etc..						
New and Existing	All hazards	1-9	All City Departments	Low	Local Budget	Ongoing
SC-7—Based on EOC staffing capabilities assessment, ensure that mandated training is provided to all employees in SEMS, FEMA ICS-100, ICS-200, IS-700, and IS-800; and ensure that employee training records are securely maintained.						
Existing	All hazards	1,2,4,9	OES/Fire	Low	Local Budget	Ongoing
SC-8—Based on EOC staffing capabilities assessment, ensure that mandated training is provided to employees who require advanced knowledge and application of the ICS, such as primary and alternate EOC Section Chiefs and senior field personnel, to include at least ICS-300, ICS-400, and the FEMA Professional Development Series; and ensure that employee training records are securely maintained.						
Existing	All hazards	1,2,4,9	All City Departments	Medium	Local Budget	Ongoing
SC-9—Based on EOC staffing capabilities assessment, ensure that all Fire and Police Department staff who may be assigned the role of incident commander at an emergency/disaster scene have received Incident Commander training; and ensure that employee training records are securely maintained.						
Existing	All hazards	1,2,4,9	OES, Fire and Police	Medium	Local Budget	Ongoing
SC-10—Monitor local availability of upcoming training opportunities for city staff regarding incident staffing, disaster response, and recovery.						
Existing	All hazards	1,2,4,9	All City Departments	Medium	Local Budget	Ongoing
SC-11—Continue to conduct EOC tabletop exercise(s) to evaluate capabilities and train employees in their assigned EOC role(s).						
N/A	All hazards	1,2,4,9	OES/Fire	Medium	Local Budget, UASI, HSGP	Long-term
SC-12—Develop and exercise a Disaster Debris Management Plan.						
New	Dam failure, Earthquake, Flood, Severe weather	1,2,3,4,5,6,7,8	Public Works OES/Fire	Medium	Local Budget, HSGP, UASI	Long-term

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
SC-13—Enhance public education and awareness of natural and manmade hazards in the community and public understanding of disaster preparedness, including foreign language translations.						
New	All hazards	1,3,4,5,8,9	OES/Fire	Medium	Local Budget, UASI	Long-term
SC-14—Develop improved capabilities to incorporate GIS technology by all departments into services provided to the public and for use during emergency/disaster incidents.						
Existing	Dam Failure, Earthquake, Flood,	1,2,3,6,9	OES/Fire	Medium	Local Budget, PDM	Long-term
SC-15—Conduct a test of emergency communications and information systems interoperability, to establish baseline capabilities for employee call-back, communications between the EOC and incident command, and communications with the Operational Area and Mutual Aid resources.						
Existing	All hazards	1,5,6,9	OES/Fire	Medium	Local Budget, UASI, HSGP	Long-term
SC-16—Conduct a gap analysis of the Santa Clara City Emergency/Disaster preparedness and response program, to include a comprehensive review of employee training requirements and needs, plans and procedures, EOC equipment and staffing capabilities, and related analyses.						
New	All hazards	1-9	OES/Fire	Medium	Local Budget, HSGP	Long-term
SC-17 - Acquire a mobile Emergency Operations Center.						
New	All hazards	1,4,8,9	OES/Fire	High	Local Budget, UASI, HSGP	Long-term
SC-18—Develop unmanned aerial vehicle (UAV) capability for hazard mitigation surveys and post-disaster damage assessments; and develop policies, procedures and staff training guidelines for UAV use.						
New	Dam Failure, Flood, Earthquake, Severe Weather	2,4,6,8,9	OES, Fire, Police	High	Local Budget, PDM, HMGP	Long-term
SC-19—Enhance Fire Department field inspection system using portable computers for engine company inspections and Fire Prevention inspections, to integrate inspections, re-inspections, invoicing, permits, CUPA and business license data.						
Existing	All hazards	1,2,3,6,8	Fire	Low	Local Budget, UASI	Ongoing
SC-20—Conduct seismic and functional assessment of Emergency Operations Center.						
Existing	All hazards	1,2,4,8,9	OES/Fire	Medium	Local Budget, PDM, HMGP	Ongoing
SC-21—Acquire emergency generators for the City's critical facilities, specifically Fire Stations 5, 7, 8 and 9.						
Existing	All hazards	6,8,9	Public Works	Low	Local Budget, PDM, HMGP	Short-term
SC-22—Maintain and improve Water and Sewer Utilities as necessary to ensure systems are able to maintain their functionality in response to potential hazards such as drought, flood or earthquakes.						
Existing	Drought, Flood, Earthquake	1,2,3,4,5,6,7,8	Water and Sewer	High	Local Budget, PDM, HMGP	Long-term
SC-23—Integrate climate change and natural hazards planning in to current city plan revisions and future planning initiatives.						
New and Existing	All hazards	1-9	Community Development	Low	Local Budget, Grants	Ongoing
SC-24—Develop and maintain a landscape design manual to provide general guidance and education to the public on water efficiency in landscaping and to serve as a resource for water efficient landscape design and installation in compliance with the State Water Efficiency Landscape Ordinance (as amended), including lists of recommended site appropriate native and drought-tolerant plant species.						
New and Existing	Drought	1-9	Community Development	Low	Local Budget, Grants	Ongoing

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
SC-25—Continue to improve the City's bike network in coordination with partner agencies, such as the Valley Transportation Authority.						
New and Existing	All hazards	3, 5, 6	Public Works and Community Development	Medium	Local Budget, Grants	Ongoing
SC-26—Hire or assign a management-level staff member as the Sustainability Manager to coordinate sustainability efforts among different departments and outside agencies.						
New and Existing	All hazards	1-9	OES/Fire	Low	Local Budget, Grants	Ongoing
SC-27—Continue to implement and monitor the current 2014 Climate Action Plan (CAP) and prepare a comprehensive update to the CAP to comply with state greenhouse gas reduction targets. Include adaptation strategies within the updated CAP.						
New and Existing	All hazards	1-9	All City Departments	Medium	Local Budget, Grants	Ongoing
SC-28—Increase situational awareness capacity in the EOC by expanding GIS resources and providing air to ground communications.						
New and Existing	All hazards	1, 2, 5, 6, 7, 9	OES/Fire	Medium	Local Budget, PDM	Ongoing
SC-29—Secure all critical infrastructure in the EOC, the EOC perimeter, and immediate vicinity.						
New and Existing	All hazards	1, 2, 3, 6, 7, 8, 9	OES/Fire and Police	Medium	Local Budget, PDM	Long-term
SC-30— Restore the original storage capacity of the Westside Water Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin.						
Existing	Flood	1, 2, 3, 6, 7, 8	Public Works	High	Local Budget	Short-term

Table 14-13. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Implementation Priority[a]	Grant Pursuit Priority[a]
SC-1	9	High	High	Yes	Yes	No	Medium	High
SC-2	9	Medium	Low	Yes	No	Yes	High	Low
SC-3	9	Medium	Low	Yes	Yes	Yes	High	Medium
SC-4	9	Medium	Low	Yes	No	Yes	Medium	Low
SC-5	4	Medium	Low	Yes	No	Yes	High	Low
SC-6	9	Medium	Low	Yes	No	Yes	High	Low
SC-7	4	Medium	Low	Yes	No	Yes	Medium	Low
SC-8	4	Medium	Low	Yes	No	Yes	Medium	Low
SC-9	4	Medium	Low	Yes	No	Yes	Medium	Low
SC-10	4	Low	Low	Yes	No	Yes	Low	Low
SC-11	4	High	Medium	Yes	Yes	Yes	High	High
SC-12	8	Medium	Medium	Yes	Yes	Yes	Medium	Medium
SC-13	6	Medium	Medium	Yes	Yes	Yes	Medium	Medium
SC-14	5	Medium	Medium	Yes	Yes	Yes	Medium	Medium
SC-15	4	High	Medium	Yes	Yes	Yes	High	High
SC-16	9	Medium	Medium	Yes	Yes	Yes	Medium	Medium
SC-17	4	High	Medium	Yes	Yes	No	Medium	Medium
SC-18	5	Medium	Medium	Yes	Yes	Yes	Medium	Medium
SC-19	5	High	Low	Yes	Yes	Yes	High	High
SC-20	5	High	Medium	Yes	Yes	Yes	Medium	High
SC-21	3	Medium	Low	Yes	Yes	Yes	High	High
SC-22	9	High	High	Yes	No	Yes	High	Low
SC-23	9	High	Low	Yes	Possibly	Yes	High	Medium
SC-24	1	Medium	Low	Yes	Possibly	Yes	Medium	Medium
SC-25	8	Low	Medium	No	Possibly	Yes	Medium	Medium
SC-26	9	High	Low	Yes	Possibly	Yes	High	Medium
SC-27	9	High	Medium	Yes	Possibly	No	Medium	High
SC-28	6	Medium	Medium	Yes	Yes	No	Medium	Medium
SC-29	7	High	Medium	Yes	Yes	No	Medium	High
SC-30	6	High	High	Yes	Possibly	Yes	High	Low

a. See the introduction to this volume for explanation of priorities.

Table 14-14. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type[a]						
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects	7. Climate Resilient
Dam and Levee Failure	SC-2, SC-3, SC-4, SC-5, SC-6, SC-12, SC-14, SC-19, SC-23	SC-1, SC-5, SC-19, SC-21, SC-22, SC-29	SC-2, SC-3, SC-4, SC-5, SC-13, SC-19, SC-25, SC-28		SC-2, SC-4, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29	SC-29	SC-2, SC-3, SC-4, SC-5, SC-6, SC-12, SC-14, SC-19, SC-23
Drought	SC-2, SC-3, SC-6, SC-14, SC-23, SC-27	SC-1, SC-29	SC-2, SC-3, SC-13, SC-26, SC-27, SC-28	SC-24, SC-26, SC-27	SC-2, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-28, SC-29	SC-29	SC-2, SC-3, SC-6, SC-14, SC-23, SC-27
Earthquake	SC-2, SC-3, SC-6, SC-12, SC-14, SC-19, SC-23	SC-1, SC-19, SC-20, SC-21, SC-22, SC-29	SC-2, SC-3, SC-13, SC-19, SC-25		SC-2, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29	SC-29	SC-2, SC-3, SC-6, SC-12, SC-14, SC-23
Flood	SC-2, SC-3, SC-4, SC-5, SC-6, SC-14, SC-19, SC-23	SC-1, SC-4, SC-5, SC-19, SC-21, SC-22, SC-29	SC-2, SC-3, SC-4, SC-5, SC-13, SC-19, SC-25, SC-28	SC-4, SC-5	SC-2, SC-4, SC-5, SC-7, SC-8, SC-9, SC-10, SC-11, SC-5, SC-16, SC-17, SC-18, SC-28, 2 SC-9	SC-29	SC-2, SC-3, SC-4, SC-5, SC-6, SC-14, SC-19, SC-23
Severe Weather	SC-2, SC-3, SC-4, SC-6, SC-12, SC-14, SC-19, SC-23, SC-27	SC-1, SC-19, SC-21, SC-22, SC-27, SC-29	SC-2, SC-3, SC-4, SC-13, SC-19, SC-25, SC-26, SC-27, SC-28	SC-4, SC-26, SC-27	SC-2, SC-4, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29	SC-29	SC-2, SC-3, SC-4, SC-6, SC-12, SC-14, SC-19, SC-23, SC-27

a. See the introduction to this volume for explanation of mitigation types.

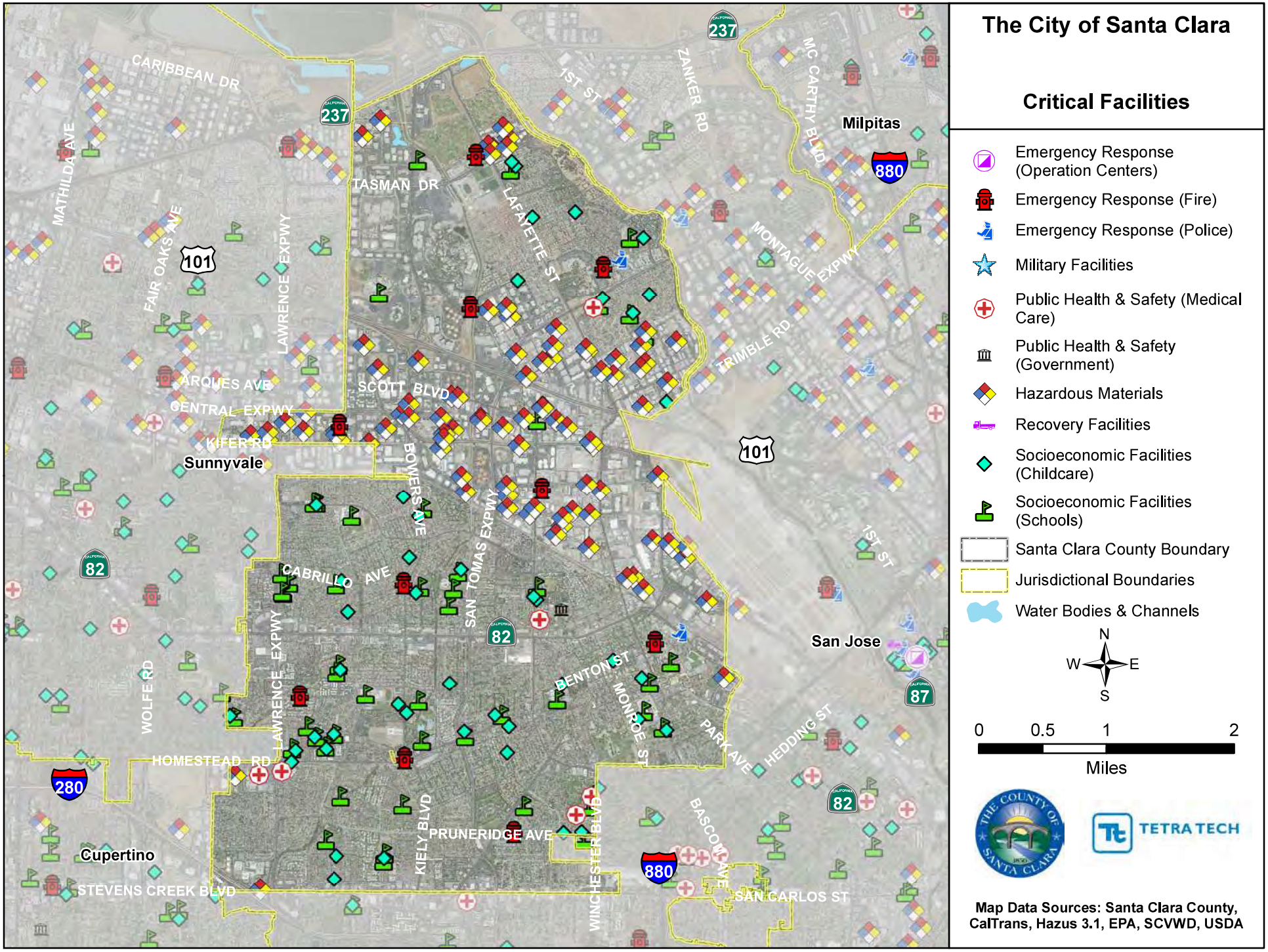
14.11 ADDITIONAL RESOURCES

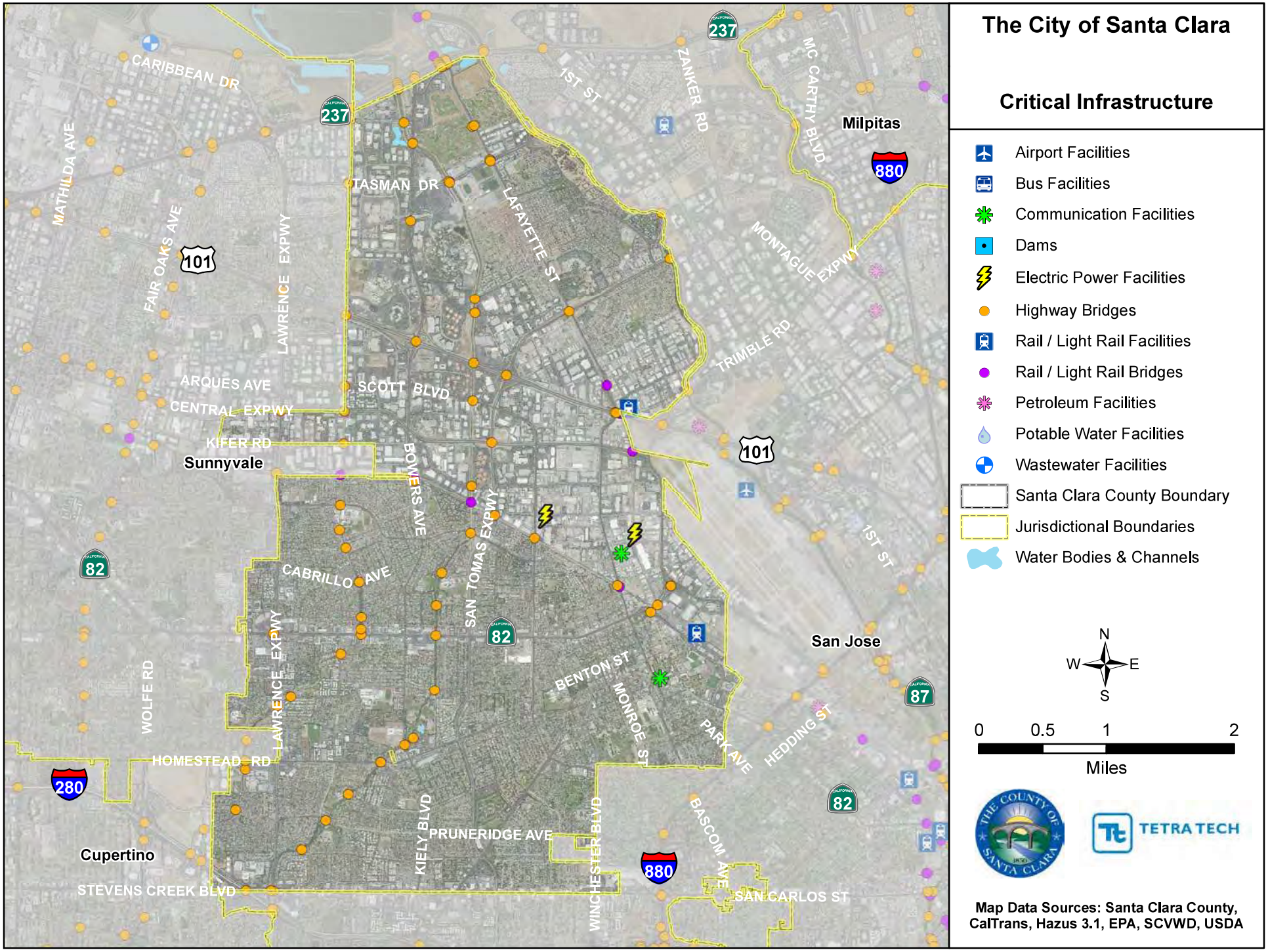
2015 Urban Water Management Plan - http://santaclaraca.gov/home/showdocument?id=48088

1989 Loma Prieta Earthquake Damage - Seismic Study by G&E Engineering report

City's General Plan -http://www.santaclaraca.gov/government/departments/community-development/planning-division/general-plan

Climate Action Plan -http://www.santaclaraca.gov/home/showdocument?id=10170


The City of Santa Clara
Critical Facilities
Emergency Response (Operation Centers)
Emergency Response (Fire)
Emergency Response (Police)
Military Facilities
Public Health & Safety (Medical Care)
Public Health & Safety (Government)
Hazardous Materials
Recovery Facilities
Socioeconomic Facilities (Childcare)
Socioeconomic Facilities (Schools)
Santa Clara County Boundary
Jurisdictional Boundaries
Water Bodies & Channels
N
W
E
S
0
0.5
1
2
Miles
TETRA TECH
Map Data Sources: Santa Clara County, CalTrans, Hazus 3.1, EPA, SCVWD, USDA
CARIBBEAN DR
MATHILDA AVE
FAIR OAKS AVE
LAWRENCE EXPWY
TASMAN DR
1ST ST
ZANKER RD
MC CARTHY BLVD
Milpitas
LAFAYETTE ST
MONTAGUE EXPWY
TRIMBLE RD
ARQUES AVE
SCOTT BLVD
CENTRAL EXPWY
KIFER RD
Sunnyvale
BOWERS AVE
SAN TOMAS EXPWY
CABRILLO AVE
WOLFE RD
HOMESTEAD RD
BENTON ST
MONROE ST
PARK AVE
HEDDING ST
San Jose
KIELY BLVD
PRUNERIDGE AVE
WINCHESTER BLVD
BASCOM AVE
SAN CARLOS ST
Cupertino
STEVENS CREEK BLVD
237
101
82
280
880
87


The City of Santa Clara
Critical Infrastructure
Airport Facilities
Bus Facilities
Communication Facilities
Dams
Electric Power Facilities
Highway Bridges
Rail / Light Rail Facilities
Rail / Light Rail Bridges
Petroleum Facilities
Potable Water Facilities
Wastewater Facilities
Santa Clara County Boundary
Jurisdictional Boundaries
Water Bodies & Channels
N
W
E
S
0
0.5
1
2
Miles
TETRA TECH
Map Data Sources: Santa Clara County, CalTrans, Hazus 3.1, EPA, SCVWD, USDA
CARIBBEAN DR
MATHILDA AVE
FAIR OAKS AVE
LAWRENCE EXPWY
TASMAN DR
1ST ST
ZANKER RD
MC CARTHY BLVD
Milpitas
LAFAYETTE ST
MONTAGUE EXPWY
TRIMBLE RD
ARQUES AVE
CENTRAL EXPWY
SCOTT BLVD
KIFER RD
Sunnyvale
BOWERS AVE
SAN TOMAS EXPWY
CABRILLO AVE
WOLFE RD
HOMESTEAD RD
BENTON ST
MONROE ST
PARK AVE
HEDDING ST
San Jose
KIELY BLVD
PRUNERIDGE AVE
WINCHESTER BLVD
BASCOM AVE
SAN CARLOS ST
Cupertino
STEVENS CREEK BLVD
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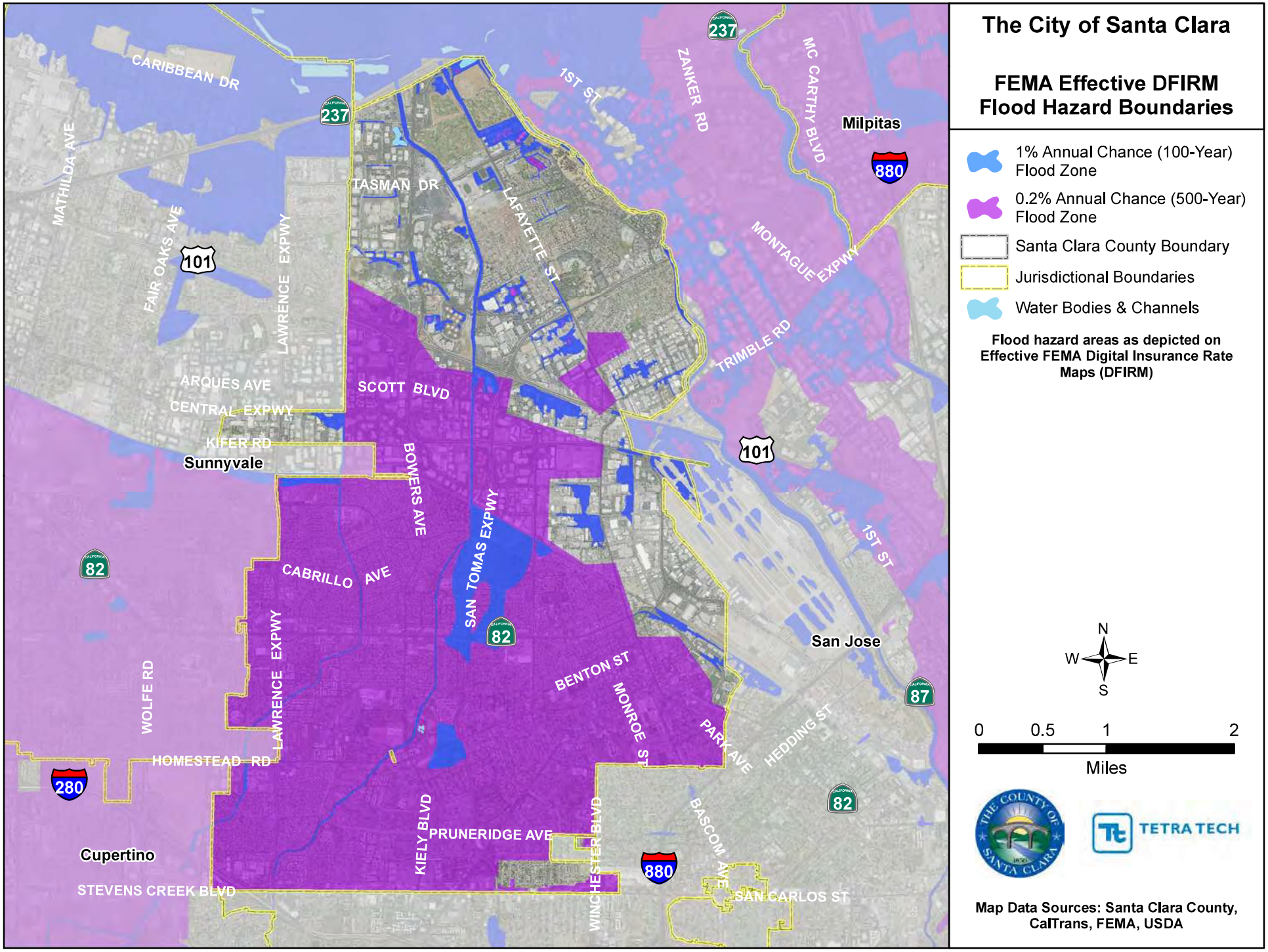

The City of Santa Clara

FEMA Effective DFIRM Flood Hazard Boundaries

- 1% Annual Chance (100-Year) Flood Zone
- 0.2% Annual Chance (500-Year) Flood Zone
- Santa Clara County Boundary
- Jurisdictional Boundaries
- Water Bodies & Channels

Flood hazard areas as depicted on Effective FEMA Digital Insurance Rate Maps (DFIRM)

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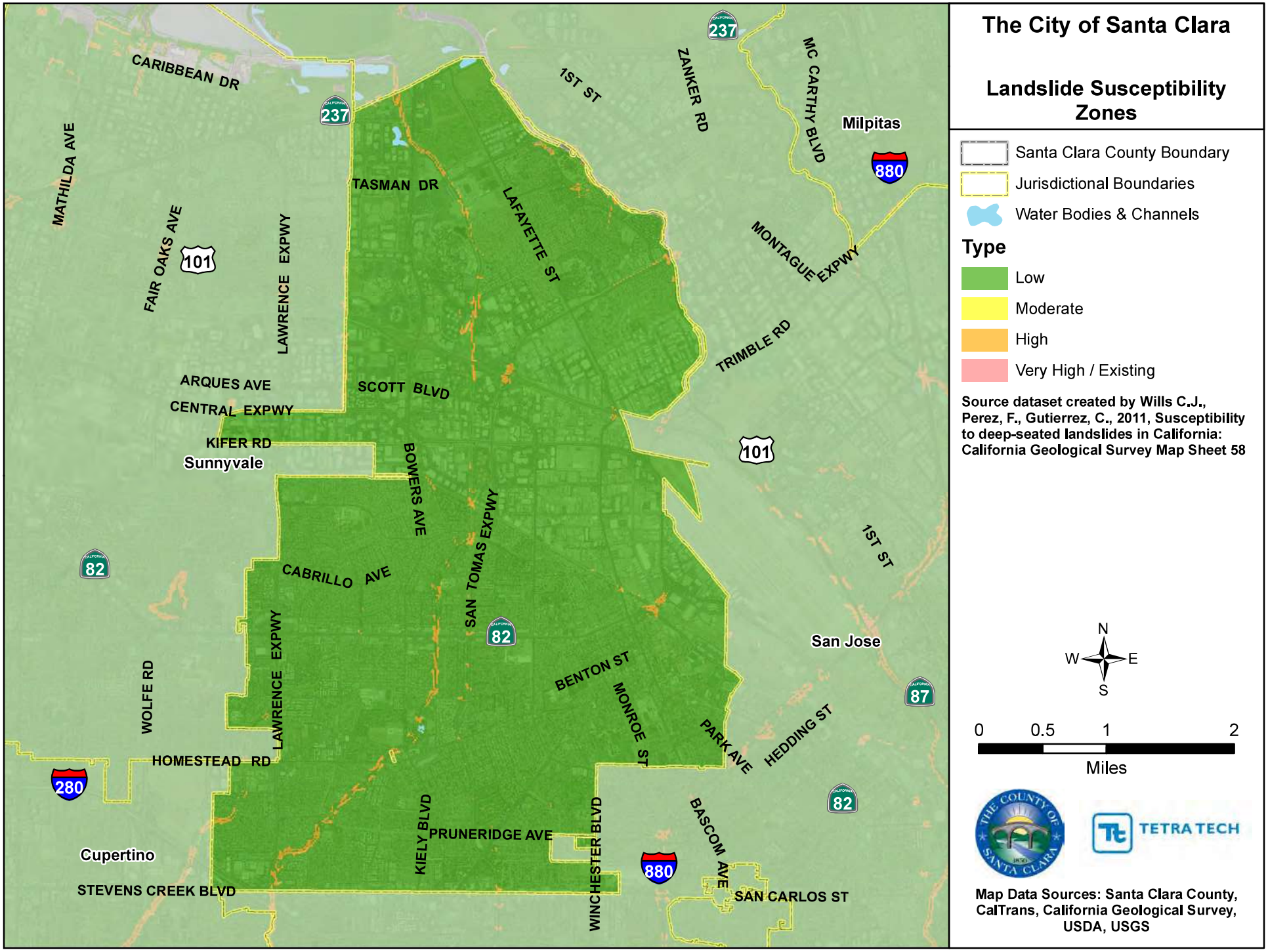
Miles

TETRA TECH

Map Data Sources: Santa Clara County, CalTrans, FEMA, USDA



The City of Santa Clara

Landslide Susceptibility Zones

Santa Clara County Boundary

Jurisdictional Boundaries

Water Bodies & Channels

Type

Low

Moderate

High

Very High / Existing

Source dataset created by Wills C.J., Perez, F., Gutierrez, C., 2011, Susceptibility to deep-seated landslides in California: California Geological Survey Map Sheet 58

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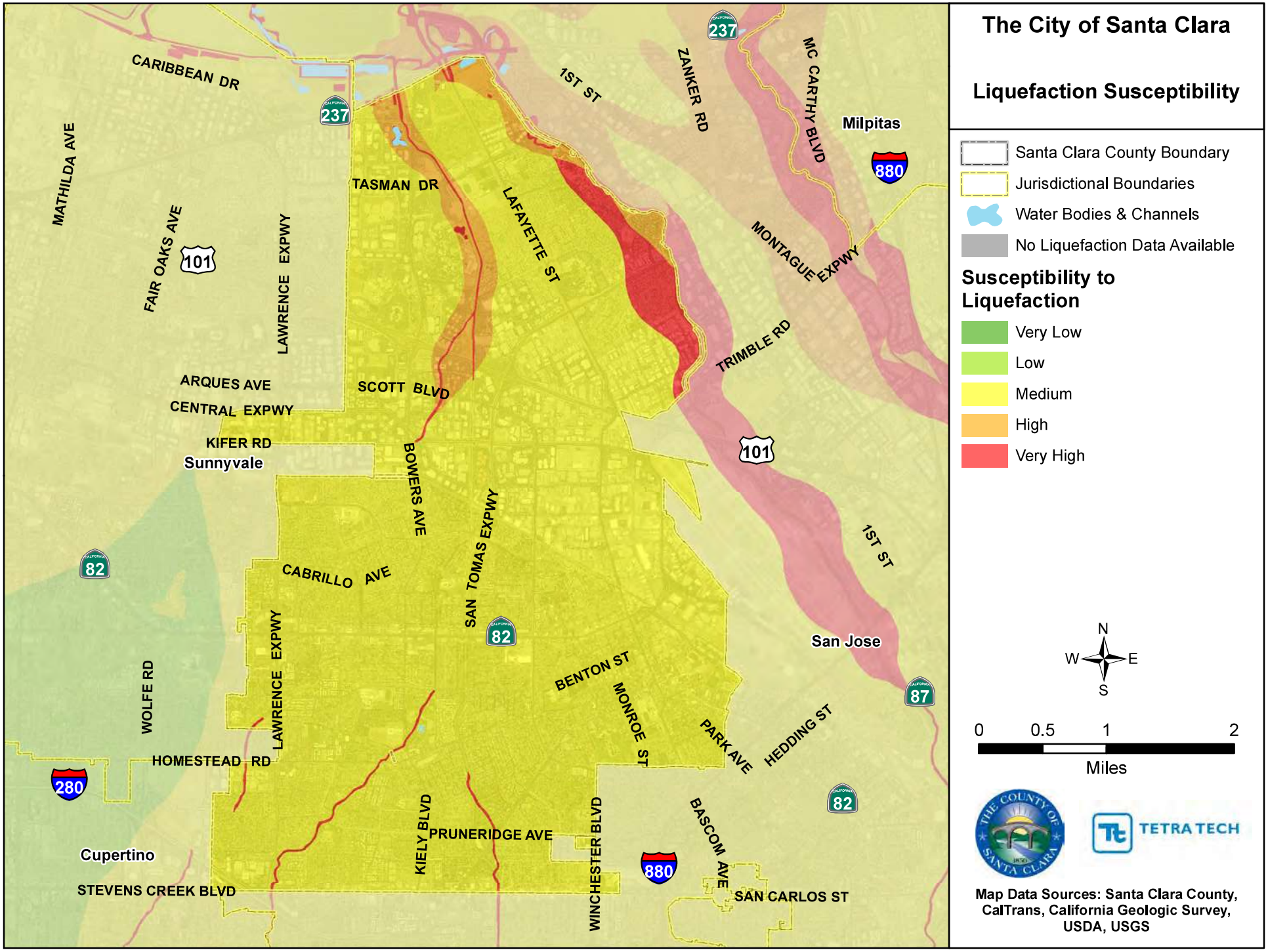
Miles

TETRA TECH

Map Data Sources: Santa Clara County, CalTrans, California Geological Survey, USDA, USGS


The City of Santa Clara
Liquefaction Susceptibility
Santa Clara County Boundary
Jurisdictional Boundaries
Water Bodies & Channels
No Liquefaction Data Available
Susceptibility to Liquefaction
Very Low
Low
Medium
High
Very High
CARIBBEAN DR
MATHILDA AVE
FAIR OAKS AVE
LAWRENCE EXPWY
TASMAN DR
1ST ST
ZANKER RD
MC CARTHY BLVD
Milpitas
LAFAYETTE ST
MONTAGUE EXPWY
TRIMBLE RD
ARQUES AVE
CENTRAL EXPWY
SCOTT BLVD
KIFER RD
Sunnyvale
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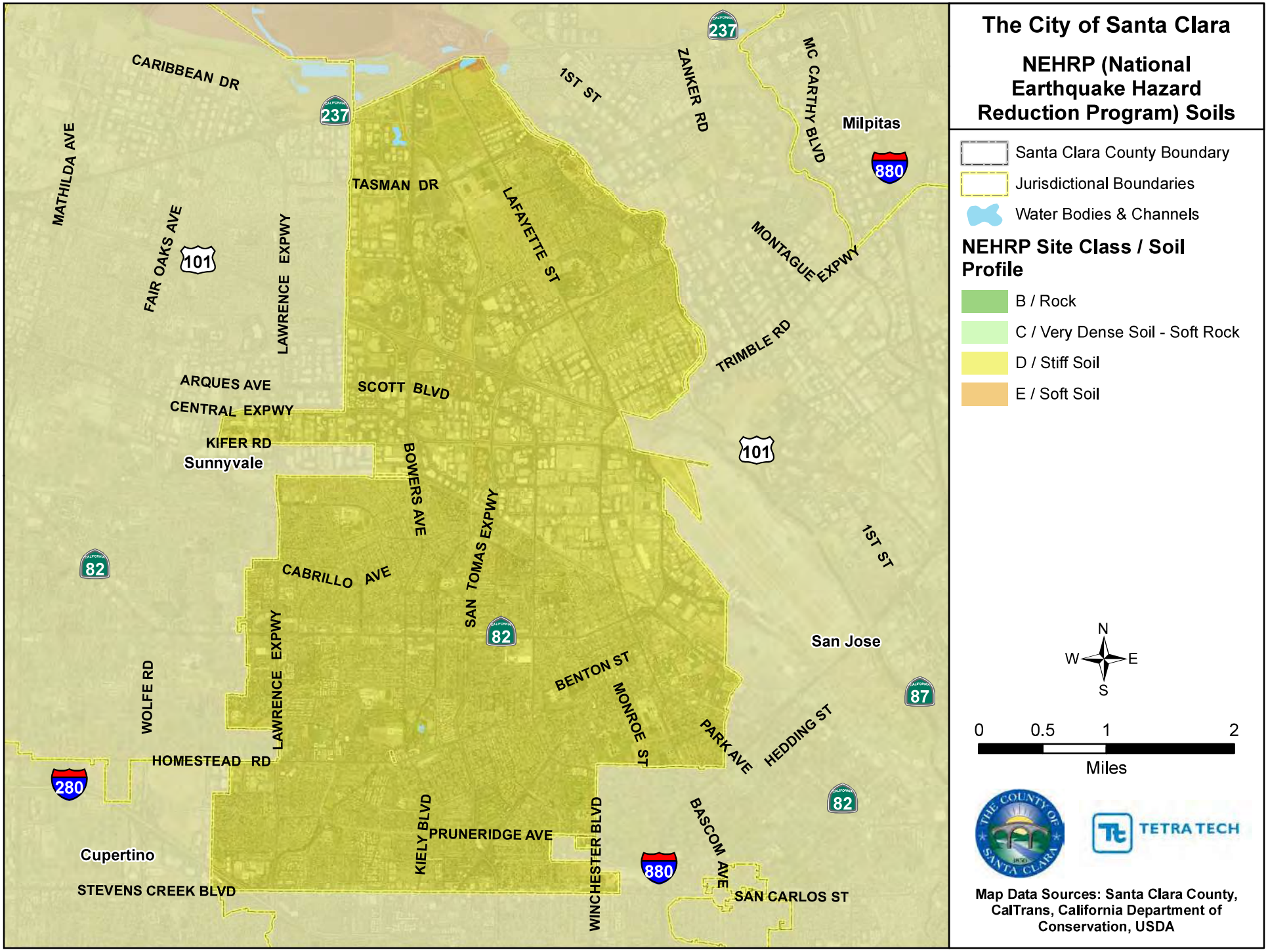
Map Data Sources: Santa Clara County, CalTrans, California Geologic Survey, USDA, USGS



The City of Santa Clara

NEHRP (National Earthquake Hazard Reduction Program) Soils

- Santa Clara County Boundary
- Jurisdictional Boundaries
- Water Bodies & Channels

NEHRP Site Class / Soil Profile

- B / Rock
- C / Very Dense Soil - Soft Rock
- D / Stiff Soil
- E / Soft Soil

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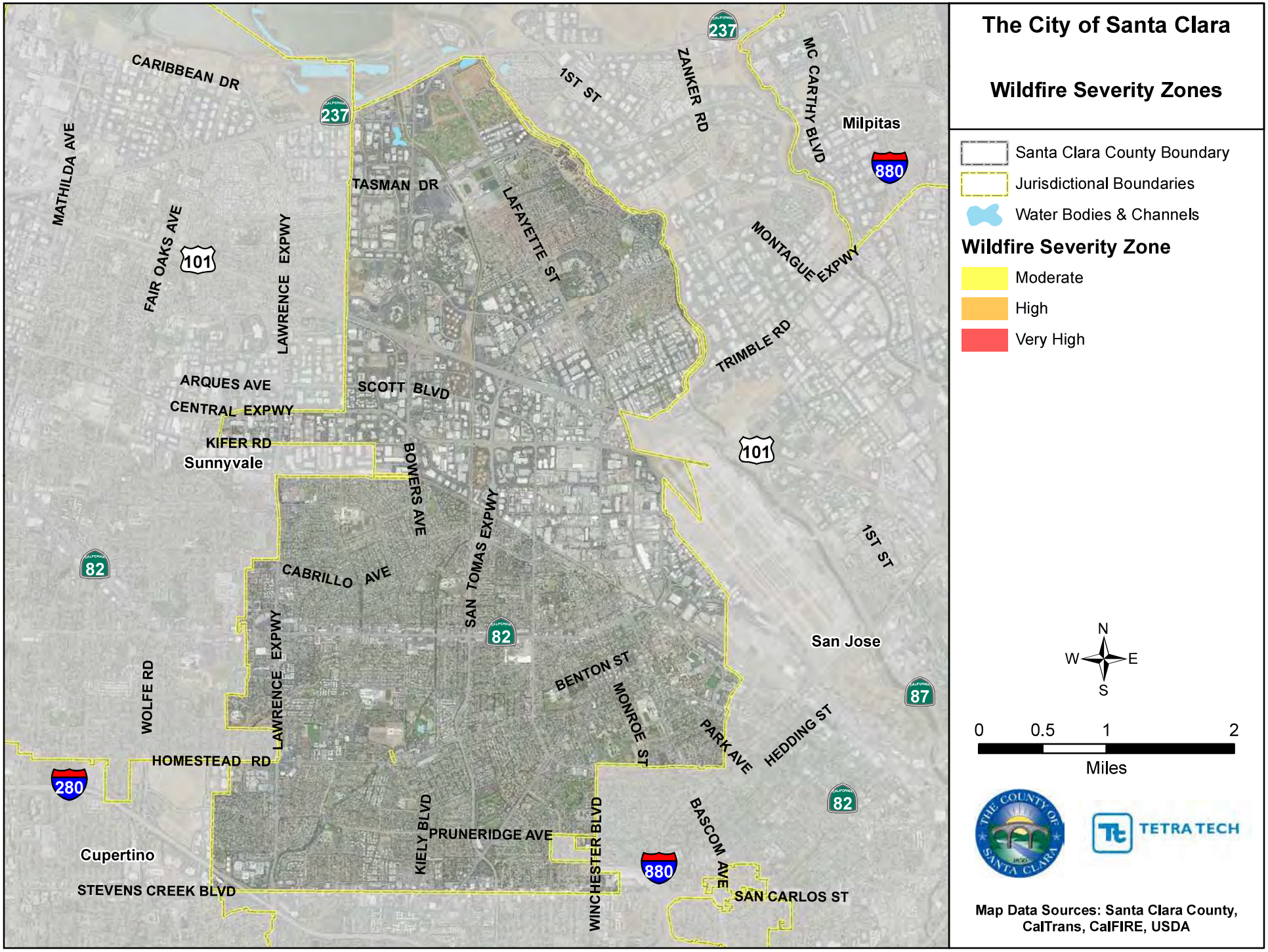
W E
S

0 0.5 1 2

Miles

Map Data Sources: Santa Clara County, CalTrans, California Department of Conservation, USDA


The City of Santa Clara
Wildfire Severity Zones
Santa Clara County Boundary
Jurisdictional Boundaries
Water Bodies & Channels
Wildfire Severity Zone
Moderate
High
Very High
CARIBBEAN DR
MATHILDA AVE
FAIR OAKS AVE
LAWRENCE EXPWY
TASMAN DR
1ST ST
ZANKER RD
MC CARTHY BLVD
Milpitas
LAFAYETTE ST
MONTAGUE EXPWY
TRIMBLE RD
ARQUES AVE
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Map Data Sources: Santa Clara County, CalTrans, CalFIRE, USDA

22-850 Agenda Date: 8/16/2022

REPORT TO AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of May 2022

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 they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

In addition, at the March 23, 2021 Stadium Authority Board meeting, the Board approved staff recommendations to direct the Forty Niners Stadium Management Company, LLC (Stadium Manager) to provide a procurement plan/schedule that demonstrates the ability to manage the Stadium with the proper standard of care and that addresses the highest priority projects while balancing the potential need for City resources. Subsequent to that direction, the Stadium Manager has submitted requests to the Board for approval; to be awarded purchase order(s) related to capital projects.

At the March 15, 2022 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments that move funds from the Legal Contingency to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met with Stadium Manager on April 12, 2022 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling $5.1 million for the fiscal year.

Expenses paid in May 2022 include:

- Payments totaling $101,648.22 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payments totaling $1,207,082.61 to Forty Niners Stadium Management Co, LLC for the following:
    - $7,662.00 for June 2022 Stadium Manager Expenses - Compensation for Grounds
    - $31,302.00 for June 2022 Stadium Manager Expenses - Compensation for Guest Services
    - $32,497.00 for June 2022 Stadium Manager Expenses - Compensation for Security
    - $143,482.00 for June 2022 Stadium Manager Expenses - Compensation for Engineering
    - $208,053.00 for June 2022 Stadium Manager Expenses - Compensation for Stadium Ops
    - $240,624.00 for June 2022 Stadium Manager Expenses - Utilities
    - $88,678.00 for June 2022 Stadium Manager Expenses - Insurance
    - $174,077.00 for June 2022 Stadium Manager Expenses - SBL Sales & Services
    - $3,483.61 for June 2022 Stadium Manager Expenses - StadCo Tenant Improvements
    - $8,334.00 for June 2022 Stadium Manager Expenses - Lender Fees
    - $51,886.00 for June 2022 Stadium Manager Expenses - Other G&A
    - $217,004.00 for CapEx Reimbursement for CapEx Project - Emergency Recycled Water Line Repair
- Payment totaling $976,858.43 to Forty Niners SC Stadium Co, LLC for the Subordinated Loan Principal Payment
- Payment totaling $27,414.19 to Armanino LLP for CapEx Project - FMS Project
- Payment totaling $1,142.40 to J.S. Held LLC for January 2022 Audit Services
- Payment totaling $5,894.50 to Wilson Ihrig for March 2022 Noise Monitoring Services
- Payments totaling $18,149.00 for February 2022 Legal Services
- Payments totaling $58,172.18 for March 2022 Legal Services

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, information that would compromise legal strategy, and would otherwise be privileged, is redacted consistent with the Public Records Act.

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

There is a $2,398,177.70 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the 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>.

RECOMMENDATION
Approve the list of Stadium Authority Bills and Claims for May 2022.

Reviewed by: Kenn Lee, Treasurer
Approved by: Rajeev Batra, Executive Director

ATTACHMENTS
1. May 2022 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire Transfer
For the Month of May 2022

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
5/16/2022	Bank of America	N/A	April 2022 bank fees acct 0444	CapEx	1,539.73	
5/16/2022	Bank of America	N/A	April 2022 bank fees acct 0425	Operating	230.42	
5/16/2022	Bank of America	N/A	April 2022 bank fees acct 6280	Operating	45.18	
5/25/2022	Bank of America	N/A	February 2022 bank fees acct 6596	Operating	0.84	
						1,816.17
5/5/2022	City of Santa Clara	N/A	B2208 SCSA Admin Payroll Costs	Operating	52,883.75	
5/26/2022	City of Santa Clara	N/A	B2209 SCSA Admin Payroll Costs	Operating	48,764.47	
						101,648.22
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Compensation for Grounds	Operating	7,662.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Compensation for Guest Svcs	Operating	31,302.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Compensation for Security	Operating	32,497.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Compensation for Engineering	Operating	143,482.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Compensation for Stad Ops	Operating	208,053.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Utilities	Operating	240,624.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Insurance	Operating	88,678.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - SBL Sales & Svcs	Operating	174,077.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - StadCo Tenant Improvements	Operating	3,483.61	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Lender Fees	Operating	8,334.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	SLS-23454	June 2022 Std Mgr - Other G&A	Operating	51,886.00	
5/31/2022	Forty Niners Stadium Management Co, LLC	N/A	CapEx Proj - Emergency Recycled Water Line Repair	CapEx	217,004.00	
						1,207,082.61
5/6/2022	Forty Niners SC Stadium Co, LLC	N/A	Subordinated Loan Payment - Principal	Debt Service		976,858.43
5/24/2022	Armanino LLP	859380	CapEx Proj - FMS Project	CapEx	19,381.69	
5/24/2022	Armanino LLP	874314	CapEx Proj - FMS Project	CapEx	8,032.50	
						27,414.19
5/11/2022	J.S. Held LLC	1371910	January 2022 Audit Services	Operating		1,142.40
5/10/2022	Wilson Ihrig	16125N44	March 2022 Noise Monitoring Services	Operating		5,894.50
Various	[redacted]		February 2022 Legal Services	Operating	18,149.00	
Various			March 2022 Legal Services	Operating	58,172.18	
						76,321.18
			May 2022 Total			**$ 2,398,177.70**

22-1022 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Receive Silicon Valley Power Quarterly Report (Deferred from July 5, 2022)

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation, shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed renewable energy resources (e.g. wind, solar, hydrogen, and biogas), shifting variability in supply, and greater customer choice.

DISCUSSION
The report to be presented to Council will provide an update to Council on the status of the utility, current load and sales, recent accomplishments, and upcoming Council Actions for consideration.

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
There is no fiscal impact associated with this update. Implementation of certain elements will require funding which will be requested through the normal budget process.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Note and file the Silicon Valley Power Quarterly Update.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

22-1016 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Consideration of Action on a Resolution to Remove Ron Patrick from the Planning Commission in Accordance with Council Policy 032; and to Appoint First Eligible Appointee Mario Bouza to the Planning Commission

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
On July 5, 2022 the Council considered a Council Policy 030 written request submitted by Councilmember Becker to discuss the recent appointment of Ron Patrick to the Planning Commission at a future City Council meeting. The Council considered the petition and voted affirmatively to place this item on the July 12, 2022 Council agenda. The item was discussed at the July 12th Council meeting and the City Council provided direction to staff to return to the City Council for Council action to remove Mr. Patrick from the Planning Commission.

DISCUSSION
At the July 12, 2022 City Council meeting, the City Attorney provided a memorandum to the City Council (attached) providing background information on potential concerns regarding the appointment of Mr. Patrick to the Planning Commission and provided the Council with four possible courses of action:

1. Determine the staff investigation sufficiently provided evidence of irregularities regarding Mr. Patrick's residency and take action in accordance with Policy 032.
2. Determine that Mr. Patrick remain as a Planning Commissioner and take no further action.
3. Direct staff to conduct further investigation.
4. If Mr. Patrick is removed, there should be an action to appoint a new Commissioner.

The City Council discussed the four possible actions and concluded that the staff investigation sufficiently provided evidence of irregularities regarding Mr. Patrick's residency and for the City to take action in accordance with Policy 032. Following the advice of the City Attorney regarding the correct procedure to implement Action #1, the City Council directed staff to return to the City Council with a Resolution to remove Mr. Patrick from the Planning Commission.

FISCAL IMPACT
There is no fiscal impact related to the writing of this report.

COORDINATION
This report was 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

Staff makes no recommendation.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Resolution to Remove Ron Patrick from the Planning Commission with exhibits
2. Exhibits to Removal Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO REMOVE RON PATRICK FROM THE PLANNING COMMISSION AND APPOINT THE FIRST ELIGIBLE APPOINTEE, MARIO BOUZA, TO THE PLANNING COMMISSION

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Article X of the City Charter, Section 1006, Planning Commission-Generally, provides that "There shall be a City Planning Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government except that the City Manager, and the Director of Public Works and Utilities, or their designated representatives, shall serve as ex-officio members of the commission";

WHEREAS, Article X of the City Charter, Section 1002, provides that, "Except as otherwise provided in this article, the members of each of such boards or commissions shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes. Except as otherwise provided in this article, the members of such boards and commissions shall serve for a term of four years and until their respective successors are appointed and qualified; provided, however, the members first appointed to those boards and commissions shall so classify themselves by lot that each succeeding July 1st the term of at least one of their number shall expire";

WHEREAS, Council Policy 032 recognizes that while the City Charter allows the Council to remove a Commissioner with no cause, the Council has created guidelines the Council may use to resolve a problem/complaint;

WHEREAS, Council Policy 032 provides that "options are available for resolving complaints," against appointed commissioners, including referring the issue or complaint to the Mayor and/or City Council and "[i]f legal issues are involved, the concern/complaint is referred to the City Attorney," and that "[d]epending on [the] nature of [the] concern/complaint, and factual information, range of actions/options are available including…[that the] City Council may take action ranging from note and file to removal from the Commission";

WHEREAS, on June 6, 2022, the Santa Clara City Council considered applications to the Planning Commission and took action to appoint Ron Patrick to serve on the Planning Commission and place Mario Bouza and Neil Cortez on the eligibility list for appointment to the Commission, where Mr. Bouza received the second highest polled support among the Council during the June 6, 2022 Council meeting;

WHEREAS, at the July 5, 2022 City Council meeting, by way of a petition pursuant to Council Policy 030, the City Council took action to place Mr. Patrick's removal from the Planning Commission on a future Council agenda;

WHEREAS, at the July 12, 2022 City Council meeting, the City Council considered the City Attorney's July 7, 2022, memorandum to the City Council responding to the July 5, 2022 Council petition, outlining the background on the City's investigation and evaluation of Mr. Patrick's residency issues in the City of Santa Clara;

WHEREAS, at the July 12, 2022 City Council meeting, Mr. Patrick submitted public comment to the Council's consideration of the response to July 5, 2022 Council petition, and also submitted a document entitled "Certification," signed by the Deputy Registrar of Voters of Santa Clara County on July 7, 2022, which states as the address, "5191 Lafayette Street, Santa Clara, CA 95054," the "Most Recent Date Registered: 09/05/2020", and "Original Date Registered: 02/09/2019," a true and correct copy of which is attached hereto as Exhibit A

WHEREAS, at the July 12, 2022 City Council meeting, the City Council clarified and affirmed for future action that it "determine the staff investigation sufficiently provided evidence of irregularities regarding Mr. Patrick's residency and take action in accordance with Council Policy 032," as provided in the City Attorney's July 7, 2022 Memorandum at Exhibit B to this Resolution; and

WHEREAS, in response to its July 15, 2022 inquiry, the City Clerk's office received an email from the Santa Clara County Registrar of Voters on July 20, 2022, identifying a "clerical error" on the "Certificate" submitted by Mr. Patrick at the July 12, 2022 Council meeting, stating that the "'Original Date Registered' date of 2/9/2019 is in reference to Mr. Patrick's initial voter registration here in Santa Clara County which was at his former City of Mountain View residential address," and the "'Most Recent Date Registered' date of 5/3/2022 is in reference to Mr. Patrick's updated voter registration when he updated his residential address to his current City of Santa Clara residential address"; and that the Registrar of Voters provided a "new copy of the voter's certificate that accurately reflects the dates," a true and correct redacted copy of which is attached hereto as Exhibit C.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That pursuant to its discretionary authority provided in the City Charter and Council Policy 032, the City Council removes Ron Patrick from the Planning Commission effective immediately.

2. That pursuant to its authority provided in the City Charter, the City Council hereby appoints the first eligible appointee to the Planning Commission, Mario Bouza, effective immediately.

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3. Effective date. This resolution shall become effectively immediately.

I HEREBY CERTIFY THE FOREGOING TO BE AT 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 _____, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

EXHIBIT A

Item # 11

CERTIFICATION

RECEIVED

JUL 12 2022

City Clerk's Office
City of Santa Clara

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS.

I, Registrar of Voters, Santa Clara County Deputy, in the County and State aforesaid, and keeper of the records and files thereof, do hereby certify that the following is a true and correct certification of the registration record of:

Facsimile Signature of Voter

VOTER INFORMATION

Ronald Patrick

Address: 5191 Lafayette St
Santa Clara, CA 95054
Township:
Precinct: 0009002
Birth Date: 05/26/1957
Party: No Party Preference
Voter Status: Active

Most Recent Date Registered: 09/05/2020
Original Date Registered: 02/09/2019

ELECTION INFORMATION

- Most recent displayed -

Total Elections Voted: 3

06/07/2022 Statewide Direct Primary Election
09/14/2021 California Gubernatorial Recall Election
11/03/2020 Presidential General Election

I do hereby certify the above to be a true and accurate copy of records on file in the office of the Santa Clara County Clerk. Certification is not valid unless the seal of Santa Clara County, California is affixed.

Deputy ~~Registrar~~ of Voters
Santa Clara County

7.7.2022
Date

EXHIBIT B

From:	Amanda Lopez
Cc:	Rajeev Batra; Hosam Haggag; Nora Pimentel; James Sanchez; Steve Ngo; Sujata Reuter
Subject:	Memorandum: Planning Commission Appointment of Mr. Ron Patrick
Date:	Thursday, July 7, 2022 3:19:03 PM
Attachments:	2022-07-07 - Planning Commission Appointment of Mr. Ron Patrick.pdf image001.png

Dear Mayor & Council,

On behalf of Interim City Attorney James Sanchez, please see the attached memorandum regarding the Planning Commission Appointment of Mr. Ron Patrick, dated July 7, 2022.

Thank you,

Mandy Lopez | Legal Executive Assistant
City Attorney's Office
1500 Warburton Avenue | Santa Clara, CA 95050
M: 408-615-2230 | D: 408-615-2236 | F: 408-249-7846

City of Santa Clara
The Center of What's Possible

City Attorney's Office
Memorandum

Date: July 7, 2022

To: Honorable Mayor and Council Members

From: James Sanchez, Interim City Attorney

Subject: Planning Commission Appointment of Mr. Ron Patrick

This memorandum provides you background on your July 5, 2022 action to place the 030 request on this agenda for possible action.

Background

Mr. Ron Patrick, was appointed by the Council to serve on the Planning Commission at the June 6, 2022 Council meeting. At the request of Councilmember Becker, City staff investigated whether Mr. Patrick was an actual Santa Clara resident, as Mr. Becker remembered that Mr. Patrick was recently living in Mountain View. The City Clerk's Office verified with the registrar of voters that Mr. Patrick changed his voter registration to a Santa Clara address, 5191 Lafayette Street, on May 3, 2022.

The property Mr. Patrick listed as his residence, 5191 Lafayette, is an industrial building constructed in 1979, and it is also the location of Mr. Patrick's business. Although this property was previously zoned Light Industrial, in 2018 the City Council rezoned 5191 Lafayette to Transit Neighborhood (TN) as part of the Tasman East Specific Plan. Multifamily residential uses are a permitted use in the TN zoning. SCCC § 18.25.030(a). That being said, no modifications have been made to the industrial building to convert it to a residential use (such as a kitchen, or a bedroom with a window). In addition, the use of the building for one "dwelling unit" would also not comply with the minimum density for residential units on the site, which is 60 dwelling units per acre. SCCC § 18.25.060(b). The property is 0.51 acres in area, and so a residential development on the site would need a minimum of 31 units in order to comply with the zoning. As such, the use of the property for a single dwelling violates the zoning ordinance.

The Finance Department verified that the property is using City utilities (electric, water), so it is likely occupied in some fashion. However, the establishment of a residential use on the property is also a violation of the California Building Code, as Mr. Patrick has not secured a residential certificate of occupancy. After consulting with the Building

Division and Fire Department, it was determined that a B-2 (business) certificate of occupancy was issued in 1979. An application to change the occupancy to S-3 (storage) was received in 2008, but the application was never completed. There has never been an application to change the occupancy to a residential use. As such, Mr. Patrick could be cited for occupying the property illegally.

Nevertheless, Mr. Patrick's illegal residential occupancy of the Lafayette Street property does not, by itself, disqualify him from being a Planning Commissioner (if he is in fact living there). In order to serve as a Planning Commissioner, the City Charter only requires that an individual be a "qualified elector" of the City, Charter § 1006, and an "elector" is a U.S. Citizen who is a resident of an election precinct on or before the day of an election, Elec. Code § 321(a). A "residence," in turn, is a person's domicile, which in turn is the place where his or her habitation is fixed, where the person has the intention of remaining, and whenever absent, has the intention of returning. Elec. Code § 349.

A court of appeal interpreted these statutes in a 1985 case, holding that unhoused persons who were camping in a city park could register to vote using the park as their home address, even though a city ordinance prohibited camping in the park. Collier v. Menzel, 176 Cal. App. 3d 24, 32 (1985) Consequently, the fact that Mr. Patrick's use of the industrial building at 5191 Lafayette for his residence does not bar him from being registered to vote there, and as a registered voter, he is a qualified elector who can serve as a Planning Commissioner.

Director of Community Development Andrew Crabtree raised some of the zoning and building code issues with Mr. Patrick on June 13. In response, Mr. Patrick indicated he would provide Mr. Crabtree with an alternate address. On June 14, Mr. Patrick sent Mr. Crabtree an email with the subject line "Ron Patrick stays here," and the content of the message was "4666 Armour Dr. Santa Clara, CA 95054." Mr. Patrick did not provide any further details about how often he stays at 4666 Armour Dr. or how long he has been staying there. The Armour Drive address contains a single-family home, is zoned R1-6L (Single Family Residential), and has a General Plan designation of Very Low Density Residential. Again, for any property to qualify as his residence, his habitation must be fixed at that location, and Mr. Patrick must have the intention of remaining, and whenever absent, the intention of returning. At the July 5 Council meeting Mr. Patrick publicly represented to the Council his intent to maintain a city of Santa Clara residency.

Assuming all of the above factors, Mr. Patrick is able to serve as a Planning Commissioner, whether he is living (illegally) at 5191 Lafayette or (legally) at 4666 Armour. Accordingly, the Council may choose to take no action, and allow Mr. Patrick to serve out his term on the Commission. Nevertheless, given the irregularities

described above, the Council's appointment power also includes the ability to remove Mr. Patrick from the position.

We include a copy of the City Policy and Procedure Manual 032 regarding Complaints of City Boards and Commissions for your consideration.

Options

1. **Determine the staff investigation sufficiently provided evidence of irregularities regarding Mr. Patrick's residency and take action in accordance with Policy 032, copy attached (up to and including removal).**

2. **Determine that Mr. Patrick remain as a Planning Commissioner and take no further action.**

3. **Direct staff to conduct further investigation.**

4. **If Mr. Patrick is removed, there should be an action to appoint a new Commissioner.**

Thank you,

James Sanchez
Interim City Attorney

REVIEW OF CONCERNS/COMPLAINTS REGARDING CITY BOARD/COMMISSIONS

POLICY

The City of Santa Clara believes that "decision-makers must be independent, impartial, and accountable to the people they serve."[1] The City's Code of Ethics and Values lists the ethics and values-based standards the City has agreed will guide the decisions and conduct of everyone who participates in the City's government. Because we seek public confidence in the City's services and public trust of its decision-makers, we hold ourselves accountable to "meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code."

Although the City Charter allows the Council to remove a Commissioner with no cause, the Council has created the following process, which provides guidelines the Council may choose to use to resolve a problem/complaint. The policy is based on a recommendation from the Ethics Ordinance Committee. It is consistent with the Code of Ethics and Values, in terms of fairness and respect towards the individual. It preserves the Council-granted Charter authority of removal, but also provides optional courses of action.

PROCEDURE

The Charter of the City of Santa Clara provides for the removal of a City Commissioner by a vote of four City Council members. No cause has to be given. The action to remove a Commissioner would be an agendized City Council action item.

When a concern/complaint is received regarding a City Board Member/Commissioner, it is referred to the City Manager for review and follow-up. If possible, it is preferable to resolve a concern through open communication channels at the staff level. Complainants are encouraged to solve the problem informally prior to registering a formal complaint.

The City Manager has several options for handling a concern/complaint:

1. The first step is to verify the information. If not verified, the complainant is informed and no further action taken. If initially verified, the City Manager conducts an investigation/review of situation in consultation with the City Attorney, where appropriate. The individual who is the subject of the complaint will be notified unless criminal or legal nature precludes notification. Issues that relate to the jurisdiction of the Fair

[1] From the Preamble of *The Code of Ethics and Values*, City of Santa Clara, 2001

REVIEW OF CONCERNS/COMPLAINTS REGARDING CITY BOARD/COMMISSIONS (cont.)

Political Practices Commission (FPPC) are not covered by this policy. City Attorney has existing procedures to handle FPPC and Election Code issues.

2. The following options are available for resolving complaints:
   - The City Manager can choose to handle concern/complaint directly, or consult with the Mayor.
   - The City Manager can choose to conduct further research; provide information and discussion of alternatives with Mayor.
   - Consult with Santa Clara University Markkula Center for Applied Ethics, or outside ethics experts.
   - Refer the issue/complaint to the Mayor and/or City Council.
   - Refer the concern/complaint to the Chairperson of the specific Board/Commission with the Chair reporting back to the City Manager.
   - Refer the issue/complaint to the City Council Commission Review Committee.
   - If legal issues are involved, the concern/complaint is referred to City Attorney.

3. Depending on nature of concern/complaint, and factual information, range of actions/options are available including any one (or combination of) these actions:
   - No action based on unsubstantiated/Unfounded complaint;
   - Discussion between Mayor and Commissioner; City Manager and Commissioner or discussion between Commission Chair and Commissioner;
   - Verbal counseling by Mayor with Commissioner;
   - Letter to Commissioner from Mayor;
   - Refer issue to Commission Review Committee; Committee meets and reviews facts; may make advisory recommendation to Council, or refer to City Manager and City Attorney for follow-up; and

REVIEW OF CONCERNS/COMPLAINTS REGARDING CITY BOARD/COMMISSIONS (cont.)

- ♦ Refer to Mayor and/or City Council.
- ♦ City Council may take action ranging from note and file to removal from Commission. (See attached memorandum to the Commission Review Committee from the City Attorney dated December 15, 1999.)

4. Follow-up response to complainant indicating City has taken appropriate action.

Reference:

1) Memo dated December 15, 1999 from City Attorney, "Levels of Expressions of Disapproval of a Public Official's Actions" (attached)

2) Council-approved policy July 16, 2002

EXHIBIT C

At the July 12, 2022 Council meeting during discussion of item 11 (RTC 22-942) "Response to Councilmember Becker's Written Request regarding the recent appointment of Ron Patrick to the Planning Commission", Mr. Ron Patrick submitted a Voter Registration Certification which now forms part of this record. On Friday, July 15, 2022 Assistant City Clerk Pimentel requested clarification from the ROV on the registration date due to some inconsistencies, the ROV responded on July 20, 2022 and provided the attached revised Voter Registration Certification.

Nora Pimentel

Subject: FW: Voter Certification
Attachments: 20220715124413283.pdf

From: Nora Pimentel
Sent: Friday, July 15, 2022 1:00 PM
To: Christina Rivas-Louie (christina.rivaslouie@rov.sccgov.org) <christina.rivaslouie@rov.sccgov.org>
Subject: Voter Certification

Hi Christina

Can you explain to me what the attached certification means, this person was not registered to vote in the City of Santa Clara as of this May 2022. He updated his registration in May from an address in Mountain View. But this certification says original date registered and most recent date registered, is that referencing the [redacted] address?

Thanks

Nora Pimentel

From: Rose, Nicole <nicole.rose@rov.sccgov.org>
Sent: Wednesday, July 20, 2022 10:56 AM
To: Nora Pimentel
Cc: Blow, Janora; Saenz, Julia
Subject: Ronald Patrick
Attachments: Ronald Patrick Certificate.pdf

Hello and Good Morning Nora!.

My name is Nicole, I work in Voter Registration and I've been asked to help assist with your inquiry regarding Mr. Patrick.

The certificate does Reference two dates of registration, that is correct. However, I have noticed a clerical error while looking into this candidates record that seems to be the root of the confusion you are experiencing. I have made the necessary correction and attached a new copy of the voter's certificate that accurately reflects the dates. Please accept our apologies for the confusion caused.

The 'Original Date Registered' date of 2/9/2019 is in reference to Mr. Patrick's initial voter registration here in Santa Clara County which was at his former City of Mountain View residential address.

The 'Most Recent Date Registered' date of 5/3/2022 is in reference to Mr. Patrick's updated voter registration when he updated his residential address to his current City of Santa Clara residential address.

I hope this clears things up, if you have any further questions please do not hesitate to reach out.

Thank you,

Nicole R.
Office Specialist III | Voter Registration Division
Santa Clara County Register of Voters
1555 Berger Drive, Bldg. 2 | San Jose, CA 95112
408.282.3096 | www.sccvote.org

Follow us @ SCCVote

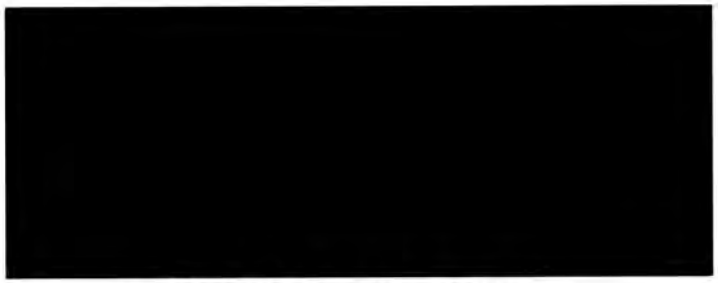
VOTER'S CHOICE
Registrar of Voters
Santa Clara County

Connect with us on Facebook

CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS.

I, Registrar of Voters, Santa Clara County Deputy, in the County and State aforesaid, and keeper of the records and files thereof, do hereby certify that the following is a true and correct certification of the registration record of:



Facsimile Signature of Voter

VOTER INFORMATION

Ronald Patrick
Address: [redacted]
Santa Clara, CA 95054
Township:
Precinct: [redacted]
Birth Date: [redacted]
Party: No Party Preference
Voter Status: Active

Most Recent Date Registered: 05/03/2022
Original Date Registered: 02/09/2019

ELECTION INFORMATION

- Most recent displayed -

Total Elections Voted: 3

06/07/2022 Statewide Direct Primary Election
09/14/2021 California Gubernatorial Recall Election
11/03/2020 Presidential General Election

I do hereby certify the above to be a true and accurate copy of records on file in the office of the Santa Clara County Clerk. Certification is not valid unless the seal of Santa Clara County, California is affixed.

Nicole Rose
Deputy Registrar of Voters
Santa Clara County

July 20, 2022
Date

22-870 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss working with the Water District and any other agency with Jurisdiction to Widen the San Tomas Aquino Trail. The Discussion Should also include a Discussion of the Costs of a Study to Look at all the Opportunities for Widening the Trail and Associated Costs

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public or Council may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION
The City Clerk's Office received a Council Written Request on June 8, 2022 from Vice Mayor Jain requesting to place an agenda item at a future council meeting to discuss working with the Water District and any other agency with jurisdiction to widen the San Tomas Aquino trail. The discussion should also include a discussion of the costs of a study to look at all the opportunities for widening the trail and associated costs. (Attachment 2)

In the request, Vice Mayor Jain states:
The San Tomas Aquino trail is very popular as a commuter route as well as for people recreating. I ride it frequently. Often there are groups of employees walking the trail at lunchtime. It is very difficult to walk side-by-side with all the other traffic on that trail. I expect that there would be fewer collisions were the trail to be widened and it would be a more pleasurable route.

At the June 7, 2022 City Council meeting, the Council approved a housing development project by Greystar adjacent to the trail and also approved to amend the General Plan to add a Future Freedom Circle Focus Area. It seems to me that as we develop adjacent to the creek trail, we should look at any opportunity to widen the trail

I would like to have a discussion on the City Council to discuss working with the Water District and any other agency with jurisdiction to widen the trail. The discussion should also include a discussion

of the costs of a study to look at all the opportunities for widening the trail and associated costs.

FISCAL IMPACT
There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

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 administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to Council 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.

ALTERNATIVES
1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Council Written Request dated June 8, 2022 submitted by Vice Mayor Jain

RESOLUTION NO. 20-8895

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809, AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA," AND APPROVE THE COUNCIL ITEM REQUEST FORM

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.

2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. 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 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 030 entitled "Adding an Item on the Agenda"

ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.

ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **"Written Petition"** section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **"Public Presentations"** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form

City of Santa Clara
The Center of What's Possible

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____**, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

_____

_____

_____

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 20-8895

COUNCIL ITEM REQUEST FOR

City of Santa Clara
The Center of What's Possible

RECEIVED

JUN - 8 2022

City Clerk's Office
City of Santa Clara

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain
Contact E-mail _sjain@santaclaraca.gov__

Contact Phone __408-499-2955 _____

Today's Date 6/8/2022

WRITTEN REQUEST

I, Suds Jain_____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

The San Tomas Aquino trail is very popular as a commute route as well as for people recreating. I ride it frequently. Often there are groups of employees walking the trail at lunchtime. It is very difficult to walk side-by-side with all the other traffic on that trail. I expect that there would be fewer collisions were the trail to be widened and it would be a more pleasurable route.

At the June 7, 2022 City Council meeting, the Council approved a housing development project by Greystar adjacent to the trail and also approved to amend the General Plan to add a Future Freedom Circle Focus Area. It seems to me that as we develop adjacent to the creek trail, we should look at any opportunity to widen the trail

I would like to have a discussion on the City Council to discuss working with the Water District and any other agency with jurisdiction to widen the trail. The discussion should also include a discussion of the costs of a study to look at all the opportunities for widening the trail and associated costs.

Reference: **Council Policy 030 - Adding an Item on the Agenda**
Resolution No. 20-8895

22-871 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss Allocating up to $150K to create a Neighborhood Stadium Relations Committee using funds from the SCSA budget (not the City of Santa Clara's General Fund)

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public or Council may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION
The City Clerk's Office received a Council Written Request on June 15, 2022 from Vice Mayor Jain requesting to place an agenda item at a future council meeting to discuss allocating up to $150K to create a Neighborhood Stadium Relations Committee using funds from the SCSA budget (not the City of Santa Clara General Fund)
(Attachment 2).

In the request, Vice Mayor Jain states:
The Council Policy 030 states: "Members of the City Council shall use the Council item Request form to submit a written request for inclusion of an item on a future city council agenda." While the 030 policy doesn't explicitly cover Stadium Authority agendas there seems to be no other mechanism for Authority members to add agenda items to Stadium Authority meetings so I'm taking the liberty of using this form to do so.

On November 24, 2021, I submitted a 030 request to consider the creation of a Stadium Relations Committee similar to the NURC committee. And during CIP budget discussions I ask a question about the cost of implementing such a Stadium Relations Committee. This is the reply I received from Staff.

"The estimated cost of the Stadium Neighborhood committee is premised on the Measure J requirement that all costs associated with the Stadium not be borne by the General Fund. Therefore,

the cost of this committee would be a Stadium Authority cost to the extent it works on stadium-related issues. The high-level cost estimate of $156k was solely based on the presumed key staff involved and an estimate of the hours required to support the committee (e.g., agenda preparation, reports, meeting time and follow up) with staff from the City Manager's Office, Police Department, Fire Department and Public Works Department. The estimate for other committees would be different based upon staff involved in those committees. There is currently not a separate accounting of the costs associated with Council committees as these are budgeted in the various departments. The cost for these committees can also be looked at as an assignment of resources or staff capacity. If staff resources were not used for committees, they could be re-deployed to support other areas. The number of Councilmembers on a Council committee does not markedly impact the costs associated with the implementation of a Council committee but rather the scope and breadth of the committee agendas and the follow up required."

I'm now asking for a discussion to be agendized to allocate up to $150K to create a Neighborhood Stadium Relations Committee using funds from the SCSA budget (not the City of Santa Clara's general fund).

FISCAL IMPACT
There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

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 administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to Council 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.

ALTERNATIVES
1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Council Written Request submitted by Vice Mayor Jain dated June 8, 2022

RESOLUTION NO. 20-8895

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809, AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA," AND APPROVE THE COUNCIL ITEM REQUEST FORM

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.

2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. 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 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 030 entitled "Adding an Item on the Agenda"

ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.

ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **"Written Petition"** section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **"Public Presentations"** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
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Attachments: Council Item Request Form

City of Santa Clara
The Center of What's Possible

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____**, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

_____

_____

_____

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 20-8895

COUNCIL ITEM REQUEST FOR

City of Santa Clara
The Center of What's Possible

RECEIVED
JUN 15 2022
City Clerk's Office
City of Santa Clara

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda foraction.

CONTACT INFORMATION

Requesting Member of City Council and Stadium Authority : Suds Jain
Contact E-mail _sjain@santaclaraca.gov__

Contact Phone __408-499-2955 _____

Today's Date_6/8/2022

WRITTEN REQUEST

I, Suds Jain_____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

The CouncilPolicy 030 states: "Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda."

While the 030 policy doesn't explicitly cover Stadium Authority Agendas there seems to be no other mechanism for Authority members to add agenda items to Stadium Authority meetings so I'm taking the liberty of using this form to do so.

On November 24, 2021, I submitted a 030 request to consider the creation of a Stadium Relations Committee similar to the NURC committee. And during CIP budget discussions I ask a question about the cost of implementing such a Stadium Relations Committee. This is the reply I received from Staff.

"The estimated cost of the Stadium Neighborhood committee is premised on the Measure J requirement that all costs associated with the Stadium not be borne by the General Fund. Therefore, the cost of this committee would be a Stadium Authority cost to the extent it works on stadium-related issues. The high-level cost estimate of $156k was solely based on the presumed key staff involved and an estimate of the hours required to support the committee (e.g., agenda preparation, reports, meeting time and follow up) with staff from the City Manager's Office, Police Department, Fire Department and Public Works Department. The estimate for other committees would be different based upon staff involved in those committees. There is currently not a separate accounting of the costs associated with Council committees as these are budgeted in the various departments. The cost for these committees can also be looked at as an assignment of resources or staff capacity. If staff resources were not used for committees, they could be re-deployed to support other areas. The number of Councilmembers on a

22-872 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Council Written Request (Council Policy 030) Submitted by Vice Mayor Jain Requesting to Place an Agenda Item at a Future Council Meeting to Discuss Potential Uses, Unfunded Repairs and Finances (Income and Expenses) of Operating and Maintaining the Morse Mansion

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public or Council may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION
The City Clerk's Office received a Council Written Request on June 8, 2022 from Vice Mayor Jain requesting to place an agenda item at a future council meeting to discuss potential uses, unfunded repairs, and finances (income and expenses) of operating and maintaining the Morse Mansion. (Attachment 2).

In the request, Vice Mayor Jain states:
The City purchased the Morse Mansion in 2016 for $3,875,070. The Morse Mansion lease expires in June 2024. The unfunded expected repairs to the Morse Mansion have been estimated to be $8.32 million. Staff has allocated $100K in the current budget for essential repairs. I believe there needs to be a discussion of the potential uses for the Morse Mansion well before June 2024 given that the refurbishment of this building could be even higher depending on use. So, I'm asking to agendize a discussion of potential uses, unfunded repairs and finances (income and expenses) of operating and maintaining the building.

This is staff's reply to my questions:

"The $100,000 currently budgeted over the next two fiscal years is for ongoing day-to-day maintenance when items need to be repaired for the current tenants. These items include things such as roof leaks, plumbing leaks and fixture repairs, HVAC repair and maintenance, and any other issues that are raised to the property manager. Staff anticipates that this will be sufficient to prevent any major deterioration over the next two years based on what is currently visible and known about

the structure. Similar budget requests for maintenance will be made in the upcoming fiscal years during future capital budget cycles.

The City purchased the Morse Mansion in 2016 for $3,875,070. The Morse Mansion lease expires in June 2024. A community outreach process will occur prior before a recommendation for the long term use is forwarded to the City Council. During this process, an assessment on the cost of conversion would also need to be undertaken. Over the years staff has heard community comments for potential uses such as private offices, a City community facility, city offices, bed & breakfast etc. It should be noted that if there is a change in use of the building there will be significant costs associated with the conversion of the occupancy type. The Morse Mansion is on the National Register of Historic Places. The current Building Code occupancy for the structure is residential. If the building was to be converted to a commercial use and/or a public use regardless if there was any assembly area, significant improvements to be the building would be required. The assessment conducted in 2017 did not contemplate a change in occupancy and therefore another report would need to be commissioned to determine the scope of improvements necessary to allow for a change of occupancy from residential to another use."

FISCAL IMPACT
There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

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 administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to Council 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.

ALTERNATIVES
1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Council Written Request submitted by Vice Mayor Jain dated June 8, 2022

RESOLUTION NO. 20-8895

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809, AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA," AND APPROVE THE COUNCIL ITEM REQUEST FORM

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.

2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. 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 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 030 entitled "Adding an Item on the Agenda"

ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

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ADDING AN ITEM ON THE AGENDA

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Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **"Written Petition"** section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **"Public Presentations"** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
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Attachments: Council Item Request Form

City of Santa Clara
The Center of What's Possible

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____**, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

_____

_____

_____

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 20-8895

COUNCIL ITEM REQUEST FOR

City of Santa Clara
The Center of What's Possible

RECEIVED
JUN - 8 2022
City Clerk's Office
City of Santa Clara

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain
Contact E-mail_sjain@santaclaraca.gov__
Contact Phone__408-499-2955 _____

Today's Date_6/8/2022

WRITTEN REQUEST

I, Suds Jain_____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

The City purchased the Morse Mansion in 2016 for $3,875,070. The Morse Mansion lease expires in June 2024. The unfunded expected repairs to the Morse Mansion have been estimated to be $8.32 million. Staff has allocated $100K in the current budget for essential repairs. I believe there needs to be a discussion of the potential uses for the Morse Mansion well before June 2024 given that the refurbishment of this building could be even higher depending on use. So I'm asking to agendize a discussion of potential uses, unfunded repairs and finances (income and expenses) of operating and maintaining the building.

This is staff's reply to my questions:

"The $100,000 currently budgeted over the next two fiscal years is for ongoing day-to-day maintenance when items need to be repaired for the current tenants. These items include things such as roof leaks, plumbing leaks and fixture repairs, HVAC repair and maintenance, and any other issues that are raised to the property manager. Staff anticipates that this will be sufficient to prevent any major deterioration over the next two years based on what is currently visible and known about the structure. Similar budget requests for maintenance will be made in the upcoming fiscal years during future capital budget cycles. The City purchased the Morse Mansion in 2016 for $3,875,070. The Morse Mansion lease expires in June 2024. A community outreach process will occur prior before a recommendation for the long term use is forwarded to the City Council. During this process, an assessment on the cost of conversion would also need to be undertaken. Over the years staff has heard community comments for potential uses such as private offices, a City community facility, city offices, bed & breakfast etc. It should be noted that if there is a change in use of the building there will be significant costs associated with the conversion of the occupancy type. The Morse Mansion is on the National Register of Historic Places. The current Building Code occupancy for the structure is residential. If the building was to be converted to a commercial use and/or a public use regardless if there was any assembly area, significant improvements to be the

22-981 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Written Petition (Council Policy 030), Submitted by Kirk Vartan Requesting to Place an Agenda Item on a Future Council Meeting for Council to Review and Evaluate the Purchase of the Great America Theme Park

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION
The City Clerk's Office received a Written Petition on June 29, 2022 from Kirk Vartan, requesting to place an agenda item on a future council meeting for Council to review and evaluate the purchase of the Great America Theme Park. (Attachment 2)

In the request Kirk Vartan states:
For the city council to review and evaluate the purchase of the Great America Theme Park. Specifically, if you could clarify what development could take place on the site given the current and general plan designations. Additionally, it would serve the public trust to hear from each councilmember if they had awareness of this deal before it was announced publicly. I would also like to ask the city council to discuss the kinds of forums and community meetings it would like to see regarding any changes the new owner is considering. I would also like to hear if any member of the council has spoken about this sale with San Francisco 49ers, or any lobbyist or entity about this property, and what those conversations are discussing. This is a big loss for Santa Clara and the region. This is part of the entertainment for the new developments happening in the area. I understand that it is important that I attend the meeting in the event there are any questions council wishes to ask me. I would also like to add: How will the recent update to the Great America use permit impact any future non-amusement park use? What are the potential implications? How could other uses take advantage of the changes?

FISCAL IMPACT
There is no fiscal impact associated with considering the request to be placed on a future agenda

except for staff time.

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 an administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to council 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.

ALTERNATIVES
1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition submitted by Kirk Vartan dated June 29, 2022

RESOLUTION NO. 20-8895

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809, AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA," AND APPROVE THE COUNCIL ITEM REQUEST FORM

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

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1. That Resolution No. 20-8809 is hereby rescinded in its entirety.

2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. Effective date. This resolution shall become effective immediately.

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AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 030 entitled "Adding an Item on the Agenda"

ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

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ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

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PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
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3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
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Attachments: Council Item Request Form

City of Santa Clara
The Center of What's Possible

COUNCIL ITEM REQUEST FORM

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CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____**, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

_____

_____

_____

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 20-8895

RECEIVED
JUN 29 2022
City Clerk's Office
City of Santa Clara

City of Santa Clara
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: June 29, 2022

I, Kirk Vartan, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

For the city council to review and evaluate the purchase of the Great America Theme Park. Specifically, if you could clarify what development could take place on the site given the current and general plan designations. Additionally, it would serve the public trust to hear from each council member if they had awareness of this deal before it was announced publically

I would also like to ask the city council to discuss the kinds of forums and community meetings it would like to see regarding any changes the new owner is considering.

I would also like to hear if any member of the council has spoken about this sale with the San Franciscio 49ers, or any lobbist or entity about this property, and what those conversations are discussing. This is a big loss for Santa Clara and the region. This is part of the entertainment for the new developments happening in the area.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me. I would also like to add: How will the recent update to the Great America use permit impact any future non-amusement park use? What are the potential implications? How could other uses take advantage of the changes?

Signed: Kirk Vartan

NAME: Kirk Vartan

ADDRESS: 3443 Stevens Creek Blvd
Street

Santa Clara 95117
City Zip Code

TELEPHONE:* 408-247-5423
Optional

DATE: June 29, 2022

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

22-982 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on a Written Petition (Council Policy 030), Submitted by Thomas Calvello Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss an Admission Tax of 6% be added to the Ticket Price or other Charge that Attendees Pay to Enter Entertainment Venues or Events in Santa Clara

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION
The City Clerk's Office received a Written Petition on July 7, 2022 from Thomas Calvello, requesting to place an agenda item on a future council meeting for Council to discuss an admission tax of 6% be added to the ticket price or other change that attendees pay to enter entertainment venues or events in Santa Clara (Attachment 2).

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 an administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to council 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.

ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition submitted by Thomas Calvello dated July 7, 2022

RESOLUTION NO. 20-8895

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809, AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA," AND APPROVE THE COUNCIL ITEM REQUEST FORM

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.

2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. 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 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 030 entitled "Adding an Item on the Agenda"

ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.

ADDING AN ITEM ON THE AGENDA

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City of Santa Clara
The Center of What's Possible

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CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____**, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

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_____

_____

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 20-8895

CITY OF SANTA CLARA
2022 JUL -7 PM 1:44

City of Santa Clara
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 7/7/22

I, Thomas Calvello, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

Shall an admission tax of 6% be added to the ticket price or other charge that attendees pay to enter entertainment venues or events in Santa Clara.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Thomas D Calvello

ADDRESS: 1974 Homestead Rd
Street

Santa Clara 95050
City Zip Code

TELEPHONE:* (408) 391-0264
Optional

DATE: 7/7/22

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

22-1012 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Tentative Meeting Agenda Calendar (TMAC) - Will be Published on August 25, 2022

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND AND DISCUSSION
The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The next TMAC will be published on August 25, 2022 on the City's website.