



City of Santa Clara

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



Tuesday, November 4, 2025

5:30 PM

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

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

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

How to Submit Written Public Comment Before City Council Meeting:

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

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

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

Closed Session - 5:30 PM | Regular Meeting - 7:00 PM**5:30 PM CLOSED SESSION****Call to Order in the Council Chambers****Confirmation of Quorum**

- 1.A 25-1105** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)
[Pursuant to Gov. Code 54956.9\(d\)\(1\)](#)
- [Price v. City of Santa Clara](#)
[Worker's Compensation Appeals Board Case No. ADJ20912978](#)
- 1.B 25-1093** [Conference with Legal Counsel-Anticipated Litigation](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(2\) - Exposure to litigation](#)
[--Facts and circumstances not disclosed on agenda](#)
[Pursuant to Gov. Code § 54956.9\(e\)\(1\)](#)
- [Conference with Legal Counsel-Anticipated Litigation](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(4\) - Initiation of litigation](#)
[--Number of potential cases: 2 potential cases](#)

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 CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING****Call to Order in the Council Chambers****Pledge of Allegiance and Statement of Values****Roll Call****REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS****CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS****SPECIAL ORDER OF BUSINESS**

- 2.A 25-1061** [Proclamation of November 2025 as Native American Heritage Month](#)

2.B 25-1062 [Proclamation of November 2025 as Sikh Awareness and Appreciation 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 25-1571 [Action on the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes](#)

Recommendation: Approve the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes.

3.B 25-21 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Governance and Ethics Committee - June 2, 2025
Planning Commission - September 10, 2025
Neighborhood University Relations Committee (NURC) - May 5, 2025
Charter Review Committee - October 1, 2025
Historical and Landmarks Commission - September 4, 2025
Historical and Landmarks Commission - October 2, 2025

3.C 25-597 [Action on Award of Agreement with WeHOPE for Street Outreach and Essential Homeless Services](#)

Recommendation: Approve and authorize the City Manager to execute an agreement with WeHOPE for street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, on the terms presented with an initial two-year term and a maximum compensation not-to-exceed \$1,702,326, in a final form approved by the City Attorney.

3.D 25-1037 [Action on the 3905 Freedom Circle Public Park Updated Schematic Design \(Greystar Development\)](#)

Recommendation: Approve the 3905 Freedom Circle Public Park Updated Schematic Design.

3.E 25-1508 [Action to Authorize the Use of City Water Forces to Upgrade Three \(3\) Existing Water Services with Backflow Prevention Devices at 355 Reed Street](#)

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303(d) (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 355 Reed Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

3.F 25-1066 [Action to Set January 27, 2026 for a Public Hearing to Consider Cancellation of two Mills Act Contracts](#)

Recommendation: Set January 27, 2026 for a Public Hearing to consider termination of two Mills Act Contracts for the properties located at 1711 Main Street and 906 Monroe / 1341 Homestead Road for non-compliance with Mills Act requirements.

3.G 25-785 [Action to Approve the FY 2025-26 California Library Literacy Services \(CLLS\) Adult and Family Literacy Grant Award for the Read Santa Clara Program and the Related Budget Amendment](#)

Recommendation: 1. Accept the FY 2025/26 California Library Literacy Services (CLLS) Grant Award in the Amount of \$115,361 for Read Santa Clara, the Library's Adult and Family Literacy Program; and
2. Approve the FY 2025/26 budget amendment in the Library Operating Grant Trust Fund to recognize grant revenue in the amount of \$115,361 and establish an Adult & Family Literacy Program 25-26 grant appropriation in the amount of \$115,361 **(five affirmative Council votes required to appropriate additional revenue).**

3.H 25-822 [Review and Approve each Board, Commissions and Committee Annual Workplans FY 2025-2026](#)

Recommendation: Review and Approve each Board, Commissions and Committee Annual FY 2025-2026 Workplan

3.I 25-1068 [Action to Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 \("Unmanned Aircraft System"\) of Title 8 \("Health and Safety"\) of the Code of the City of Santa Clara, California.](#)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 ("Unmanned Aircraft System") of Title 8 ("Health and Safety") of the Code of the City of Santa Clara, California.

3.J 25-1577 [Action on a Resolution Approving the Charter Review Committee Calendar of Regular Meetings for 2025 and 2026](#)

Recommendation: Adopt a Resolution approving the Charter Review Committee 2025/2026 Calendar of Meetings for the third Wednesday of each month, commencing November 19, 2025 and continuing through June 17 of 2026, each meeting commencing at 6:00 p.m. in City Council Chambers unless otherwise indicated.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. 25-1039 [Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2025](#)

Recommendation: Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2025.

PUBLIC PRESENTATIONS

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

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **25-1566** [Public Hearing: Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Energy Code and California Green Building Standards Code; Action to Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 \("Administrative Code"\), Chapter 15.15 \("Building Code"\), Chapter 15.17 \("Residential Code"\), Chapter 15.18 \("Property Maintenance Code"\), Chapter 15.20 \("Electrical Code"\), Chapter 15.30 \("Mechanical Code"\), Chapter 15.35 \("Plumbing Code"\), Chapter 15.36 \("Energy Code"\), Chapter 15.37 \("Historical Building Code"\), Chapter 15.38 \("Green Building Code"\), and Chapter 15.75 \("Existing Building Code"\) of Title 15 \("Buildings and Construction"\) of "The Code of the City of Santa Clara, California" for the adoption of the 2025 California Building Standards Code.](#)

- Recommendation:**
1. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and
 2. Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 ("Electrical Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2025 California Building Standards Code, including changes approved by City Council on first reading on October 21, 2025.

6. 25-1555 [Action to Amend Section 17.35.080 of the Santa Clara City Code to temporarily authorize a deferral for the payment of park-in lieu fees of residential developments from building permit to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law and approve a standard form Park In-Lieu Fee Deferral Agreement.](#)

Recommendation:

1. Waive first reading and introduce an ordinance amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park-in lieu fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.
2. Approve a standard form Park In-Lieu Fee Deferral Agreement and Notice of Lien with Power of Sale, on the terms and in substantially the form presented, authorize City Manager to modify the agreement as needed for individual projects, and execute the finalized agreement subject to approval as to form by the City Attorney.

7. 25-1126 [Action on adoption of Resolution to establish the Stadium Neighborhood Relations Ad Hoc Subcommittee \(Committee\) and appoint up to three City Councilmembers with one alternate to serve on the Committee.](#)

Recommendation: Adoption of a resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) through August 2026, appoint up to three Councilmembers with one alternate to serve on the Committee, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, November 18, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
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Agenda Report

25-1105

Agenda Date: 11/4/2025

SUBJECT

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

Price v. City of Santa Clara

Worker's Compensation Appeals Board Case No. ADJ20912978



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

25-1093

Agenda Date: 11/4/2025

SUBJECT

Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
--Facts and circumstances not disclosed on agenda
Pursuant to Gov. Code § 54956.9(e)(1)

Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
--Number of potential cases: 2 potential cases



Agenda Report

25-1061

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Proclamation of November 2025 as Native American Heritage Month

BACKGROUND

Native American Heritage Month is celebrated each year in November. It is a time to celebrate the traditions, languages and stories of Native American and Alaska Native communities and ensure their rich histories and contributions continue to thrive with each passing generation. Historically, in May 1916 the governor of New York declared the first statewide American Indian Day. In 1990, President George H. W. Bush approved a Resolution designating the month of November as National American Indian Heritage Month.

The City of Santa Clara recognizes and celebrates the rich history, traditions, and significant contributions made by Indigenous populations, past and present. This November, the community celebrates the culture and heritage of these communities who deeply enrich the quality and character of our Nation. The City of Santa Clara continues to support native communities and groups active in efforts to preserve and revive the culture.

DISCUSSION

At the November 4, 2025, City Council meeting, the City of Santa Clara will proclaim November 2025 as Native American Heritage Month.

Vernon Medicine Cloud, Inter Tribal Resource Director, and representatives from the Indian Health Center of Santa Clara Valley will be present to accept the proclamation.

The Indian Health Center of Santa Clara Valley provides support and service to Santa Clara and local communities. The Indian Health Center of Santa Clara Valley is committed to help ensure the survival and healing of American Indians, Alaskan Natives, and the greater community by providing high quality, comprehensive health care and cultural services

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 City staff time for preparing this report.

PUBLIC CONTACT

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Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation of November 2025 as Native American Heritage Month

City of Santa Clara
Proclamation

- WHEREAS,** Native Americans have inhabited the Bay Area region for many millennia, and have contributed significantly to the growth, prosperity, and identity of our country, from before its inception to the present day; and
- WHEREAS,** the 2020 United States Census reports that 9.7 million people throughout the United States identify as American Indian and Alaskan Native and, according to the Bureau of Indian Affairs, there are currently 574 federally recognized American Indian and Alaskan Native tribes; and
- WHEREAS,** Native American Heritage Month is a time to celebrate the traditions, languages and stories of Native American, Alaska Native, Native Hawaiian, and affiliated Island communities and ensure their rich histories and contributions continue to thrive with each passing generation; and
- WHEREAS,** during Native American Heritage Month, the City of Santa Clara celebrates the incredible resilience of Native American communities, their unique cultures, languages, and traditions, and their continued contributions to our community; and
- WHEREAS,** the City of Santa Clara recognizes organizations, such as The Indian Health Center of Santa Clara Valley in their dedication to ensure the survival and healing of the Native community by providing consistent and high-quality health care along with cultural services.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the month of November 2025 as

NATIVE AMERICAN HERITAGE MONTH

in the City of Santa Clara and call upon the Santa Clara's residents to recognize the rich history, cultures, traditions, and contributions made by Native Americans in our community throughout the year.

Given under my hand and the Seal of the City of Santa Clara, California, this 4th day of November 2025.



LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA



ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1



RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2



KELLY G. COX
VICE MAYOR, DISTRICT 6



KAREN HARDY
COUNCILMEMBER, DISTRICT 3



KEVIN PARK
COUNCILMEMBER, DISTRICT 4



SUDS JAIN
COUNCILMEMBER, DISTRICT 5



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Agenda Report

25-1062

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Proclamation of November 2025 as Sikh Awareness and Appreciation Month

BACKGROUND

On August 28, 2024, the California State Legislature passed Assembly Concurrent Resolution 220, designating the month of November as Sikh Awareness and Appreciation Month throughout California.

Throughout California, the Sikh community are part of many cities with significant concentrations of Sikh Americans in the Bay Area. Sikh Awareness and Appreciation Month recognizes and acknowledges the significant contributions made by Californians of Sikh heritage in the state and seeks to afford all Californians the opportunity to better understand, recognize, and appreciate the rich history and shared principles of Sikh Americans. In addition, it further condemns all hate crimes and bias incidents against Sikh Americans and encourages all Sikhs to practice their faith freely and fearlessly.

DISCUSSION

At the November 4, 2025, City Council meeting, the City of Santa Clara will officially proclaim November 2025 as Sikh Awareness and Appreciation Month. Harpreet Singh Kohli from the Silicon Valley Gurdwara will be present to accept the Proclamation.

The Silicon Valley Gurdwara is a non-profit organization that is run by volunteers serving the Sikh community in Santa Clara and central Silicon Valley serving over 500 members who attend services regularly. They also provide mentoring programs and youth programs such as language and music classes after Sunday services.

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 City staff time for preparing this report.

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Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Proclamation of November 2025 as Sikh Awareness and Appreciation Month

City of Santa Clara
Proclamation

WHEREAS, Sikh Americans have been living in the United States for more than 125 years; during the early 20th century, thousands of Sikh Americans worked in farming, lumber mills and mines, and on the Oregon, Pacific, and Eastern Railroad; and

WHEREAS, On August 28, 2024, the California State Legislature passed Assembly Concurrent Resolution 220, designating the month of November as Sikh Awareness and Appreciation Month throughout California; and

WHEREAS, Sikh Americans make rich contributions to the social, cultural, and economic vibrancy of our society; Sikh Americans have distinguished themselves by fostering greater respect and understanding among all people through faith and service; and

WHEREAS, the City of Santa Clara recognizes the Silicon Valley Gurdwara and other entities nationwide committed to increasing public awareness of Sikhism, allowing current and future generations to stay connected with Sikh traditions and religion.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the month of November 2025 as

SIKH AWARENESS AND APPRECIATION MONTH

in the City of Santa Clara and do hereby recognize the rich history, cultural diversity, and significant contributions made by Sikh Americans to the City and in our community.

Given under my hand and the Seal of the City of Santa Clara, California, this 4th day of November 2025.



LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA



ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1



RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2



KELLY G. COX
VICE MAYOR, DISTRICT 6



KAREN HARDY
COUNCILMEMBER, DISTRICT 3



KEVIN PARK
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COUNCILMEMBER, DISTRICT 5



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Agenda Report

25-1571

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action on the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes

RECOMMENDATION

Approve the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes.



City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board



09/16/2025

5:30 PM

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:30 PM.

Confirmation of Quorum

Deputy City Clerk Nguyen confirmed a quorum.

1.A [25-995](#)

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado,
Ashley Lancaster, Glen R. Googins

Employee Organization(s):

Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171
(Unit #1)

International Brotherhood of Electrical Workers, Local Union 1245 (Unit #3)

Engineers of the City of Santa Clara (Unit #4)

Unclassified Police Management (Unit #9A)

1.B [25-997](#)

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

Joseph Milligan v. City of Santa Clara, et al., Santa Clara County Superior
Court Case No. 21CV382114

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:31 PM.

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

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:02 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Deputy City Clerk Nguyen recited the AB23 announcement and Statement of Behavioral Standards.

Deputy City Clerk Nguyen also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

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

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

- 2.A** [25-950](#) Proclamation of September 16, 2025 as Mexican Independence Day
- Mayor Gillmor**, on behalf of the **Council**, proclaimed September 2025 as Mexican Independence Day.
- Neftali Said Perez Gonzalez (Consul General, Consulate General of Mexico)** accepted the proclamation and provided some remarks.
- 2.B** [25-897](#) Proclamation of September 2025 as World Alzheimer's Awareness Month
- Mayor Gillmor**, on behalf of the **Council**, proclaimed September 2025 as World Alzheimer's Awareness Month.
- Claire E. Day (Chief Mission and Program Strategy Officer, Alzheimer's Association Northern California and Northern Nevada Chapter)** accepted the proclamation and provided some remarks.

2.C [25-619](#) Proclamation of September 2025 as National Preparedness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed September 2025 as National Preparedness Month.

Emergency Services Officer Flamm accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Vice Mayor/Chair Cox pulled Item 3.L.

Mayor/Chair Gillmor recused herself from Item 3.E due to a conflict of interest as she owns property near the subject property.

A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Gonzalez, to approve the Consent Calendar (except Item 3.L and Item 3.N)

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

3.A [25-1002](#) Action on the August 19, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and August 26, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the August 19, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and August 26, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to approve the August 19, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and August 26, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

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

3.B [25-17](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Board of Library Trustees - June 2, 2025
City-School Liaison Committee - May 7, 2025
Bicycle & Pedestrian Advisory Committee - June 23, 2025

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to note and file the Minutes of: Board of Library Trustees - June 2, 2025; City-School Liaison Committee - May 7, 2025; and Bicycle & Pedestrian Advisory Committee - June 23, 2025.

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

3.C [25-879](#) Action on City Bills and Claims Report for the period July 15, 2025 – August 15, 2025

Recommendation: Approve the list of Bills and Claims for July 15, 2025 - August 15, 2025.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to approve the list of Bills and Claims for July 15, 2025 – August 15, 2025.

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

3.D [25-742](#) Action to Recommend Waiving of Library Overdue Fine Balances

Recommendation: Waive Library Overdue Fine Balances for both youth and adult library accounts accrued since 2014 in the approximate amount of \$130,531 based on the finding that waiver of past fees encourages increased public use of libraries and furthers the public interest in increasing access for communities.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to waive Library Overdue Fine Balances for both youth and adult library accounts accrued since 2014 in the approximate amount of \$130,531 based on the finding that waiver of past fees encourages increased public use of libraries and furthers the public interest in increasing access for communities.

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

- 3.E [25-848](#) Action on a Historical Preservation Agreement (Mills Act Contract) (PLN25-00085) for 1111 Harrison Street

Recommendation: Based on the Historical & Landmarks Commission recommendation to City Council and adherence to the Secretary of the Interior's Standards for Rehabilitation, staff recommends City Council approval of the request as follows:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331 (Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1111 Harrison Street.

Mayor Gillmor recused herself from this item due to a conflict of interest as she owns property near the subject property.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331 (Class 31 - Historical Resource Restoration / Rehabilitation); and (2) authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1111 Harrison Street.

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

Recused: 1 - Mayor Gillmor

- 3.F [25-909](#) Action to Approve an Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement and the Related Budget Amendment

Recommendation:

1. Approve the Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement on substantially the terms presented;
2. Approve the FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$80,000 and establish a Selective Traffic Enforcement Program Grant appropriation in the amount of \$80,000 (**five affirmative Council votes required to appropriate additional revenue**); and
3. Authorize the Chief of Police, City Manager and/or Director of Finance to sign the required grant-related documents in final forms approved by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) approve the Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement on substantially the terms presented; (2) approve the Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$80,000 and establish a Selective Traffic Enforcement Program Grant appropriation in the amount of \$80,000; and (3) authorize the Chief of Police, City Manager and/or Director of Finance to sign the required grant-related documents in final forms approved by the City Attorney.

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

3.G [25-858](#)

Action on Amendment No. 1 to the Agreement with West Yost & Associates, Inc. for Preparation of the Water Supply Master Plan and the 2025 Urban Water Management Plan and Related Budget Amendment

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 to the agreement with West Yost & Associates, Inc. This amendment increases compensation by \$107,880, resulting in a revised not-to-exceed maximum compensation of \$ 1,165,262. The additional funds will provide services related to the preparation of the City's 2025 Urban Water Management Plan (UWMP), subject to the appropriation of funds;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement. These actions may include negotiating and executing future amendments to: (i) increase the maximum compensation by up to \$50,000, for a revised not-to-exceed amount of \$1,107,382, to address unanticipated requirements that may arise during the term of the agreement; (ii) add or delete services consistent with the scope of the agreement; (iii) adjust future rates based on market conditions; and (iv) make de minimis changes. All actions are subject to appropriation of funds and review and approval as to form by the City Attorney; and
3. Approve the FY 2025/26 budget amendment in the Water Utility Fund to increase the capital outlay appropriation in the amount of \$107,880 and decrease the unrestricted ending fund balance in the amount of \$107,880 (**five affirmative Council votes required for the use of unused balances**).

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) authorize the City Manager or designee to execute Amendment No. 1 to the agreement with West Yost & Associates, Inc. This amendment increases compensation by \$107,880, resulting in a revised not-to-exceed maximum compensation of \$ 1,165,262. The additional funds will provide services related to the preparation of the City's 2025 Urban Water Management Plan (UWMP), subject to the appropriation of funds; (2) authorize the City Manager or designee to take any actions necessary to implement and administer the agreement. These actions may include negotiating and executing future amendments to: (i) increase the maximum compensation by up to \$50,000, for a revised not-to-exceed amount of \$1,107,382, to address unanticipated requirements that may arise during the term of the agreement; (ii) add or delete services consistent with the scope of the agreement; (iii) adjust future rates based on market conditions; and (iv) make de minimis changes. All actions are subject to appropriation of funds and review and approval as to form by the

City Attorney; and (3) approve the Fiscal Year 2025/26 budget amendment in the Water Utility Fund to increase the capital outlay appropriation in the amount of \$107,880 and decrease the unrestricted ending fund balance in the amount of \$107,880.

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

3.H [25-708](#)

Adopt a Resolution Accepting the California Department of Alcoholic Beverage Control Grant and Authorizing the City Manager to Execute Grant-Related Documents, and Approve the Related Budget Amendment

- Recommendation:**
1. Adopt the Resolution accepting the California Department of Alcoholic Beverage Control Grant to be utilized to fund a variety of identified objectives to curb alcohol-related challenges in our community, and authorizing the City Manager to execute all grant-related documents; and
 2. Approve the FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of \$91,311 and establish an Alcohol Policing Partnership Grant 2025/26 appropriation in the amount of \$91,311 **(five affirmative Council votes required to appropriate additional revenue).**

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) adopt Resolution No. 25-9484 accepting the California Department of Alcoholic Beverage Control Grant to be utilized to fund a variety of identified objectives to curb alcohol-related challenges in our community, and authorizing the City Manager to execute all grant-related documents; and (2) approve the Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of \$91,311 and establish an Alcohol Policing Partnership Grant 2025/26 appropriation in the amount of \$91,311.

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

- 3.I [25-594](#) Action to Authorize the City Manager to Negotiate and Execute a Memorandum of Understanding with Santa Clara County Local Public Agencies Related to the Joint Funding and Operation of the Composting Education Program

Recommendation: Authorize the City Manager to negotiate and execute a Memorandum of Understanding with Santa Clara County local public agencies related to the funding and operation of the Composting Education Program on the terms presented for an initial two-year term lasting through June 30, 2027, with authority to extend on substantially the same terms for up to two additional years through June 30, 2029, in a final form approved by the City Attorney.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to authorize the City Manager to negotiate and execute a Memorandum of Understanding with Santa Clara County local public agencies related to the funding and operation of the Composting Education Program on the terms presented for an initial two-year term lasting through June 30, 2027, with authority to extend on substantially the same terms for up to two additional years through June 30, 2029, in a final form approved by the City Attorney.

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

- 3.J [25-892](#) Action to Authorize the Use of City Electric Forces for Public Works at 2400 Condensa Street

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works with an estimated cost of \$10,434, located at 2400 Condensa Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works with an estimated cost of \$10,434, located at 2400 Condensa Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

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

- 3.K [25-895](#) Report on Actions Taken During City Council Recess period from July 16, 2025, through August 18, 2025

Recommendation: Note and file the Report on Actions taken During City Council Recess period from July 16, 2025, through August 18, 2025

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to note and file the Report on Actions taken During City Council Recess period from July 16, 2025, through August 18, 2025

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

- 3.M [25-843](#) Action on Council and Authorities Concurrent and Santa Clara Stadium Authority Board Meetings for 2026

Recommendation: Set the 2026 meeting calendar for Council and Authorities Concurrent and Santa Clara Stadium Authority Board.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to set the 2026 meeting calendar for Council and Authorities Concurrent and Santa Clara Stadium Authority Board.

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

- 3.N [25-838](#) Action to Waive Second Reading and Adopt Ordinance No. 2078 to Approve Amending the Development Agreement to Implement Aspects of Scheme C, a New Land Use Scenario that added Light Industrial as a Permitted Land Use on Parcels 1 and 2, Replacing the Originally Planned Office Uses and Transferring Unused Development Intensity to Parcel 4 for the Related City Place Santa Clara Project (PLN24-00060) Located at 5155 Stars and Stripes Drive

Recommendation: Waive Second Reading and Adopt Ordinance No. 2078 to approve amending the Development Agreement to implement aspects of Scheme C for City Place Santa Clara Project.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to waive Second Reading and Adopt Ordinance No. 2078 to approve amending the Development Agreement to implement aspects of Scheme C for City Place Santa Clara Project.

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

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

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. [25-914](#) Action on Stadium Authority Bills and Claims for the Month of July 2025

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

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

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

[25-1106](#)

Public Presentations Post Meeting Material

PUBLIC PRESENTATIONS

David Kertes spoke regarding a recall petition for **Councilmember Jain**.

Stephen Swanson expressed concern regarding his employment with the City.

By consensus, the **Council** referred staff to follow up on **Stephan Swanson's** concerns.

Kirk Vartan spoke regarding the Agrihood development.

Brian Darby spoke regarding political instability.

Akos Szoboszlay spoke regarding pedestrian prohibition on expressways.

By consensus, the **Council** referred staff to provide a report on pedestrian prohibition on expressways.

Kevin Zacher spoke regarding the Santa Clara Swim Club.

Bill May spoke regarding the Santa Clara Swim Club.

CONSENT ITEMS PULLED FOR DISCUSSION

- 3.L [25-905](#) Action to Approve the Modifications to Classified Classification Specifications, Creation of Director of Economic Development and Sustainability Classification Specification on the Unclassified Salary Plan, and Adopt a Resolution to Update the Classified and Unclassified Salary Plan

- Recommendation:**
1. Approve various modifications to the classification plan, as follows, as detailed in the corresponding Class Specification attachments:
 - a. Approve the Modifications to the Library Assistant I/II (Job Code 526/528) Class Specifications,
 - b. Approve the Modifications to the Senior Library Assistant (Job Code 754) Class Specification,
 - c. Approve the Modifications and Retitle to Electric Utility Information Systems Specialist (Job Code 440) Class Specification,
 - d. Approve the Creation of the Director of Economic Development and Sustainability (Job Code 085) Class Specification, and
 2. Adopt a Resolution Updating the Unclassified and Classified Salary Plan.

Vice Mayor Cox pulled this item for questions.

City Manager Grogan addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) approve various modifications to the classification plan, as follows: (a) approve the modifications to the Library Assistant I/II (Job Code 526/528) Class Specifications, (b) approve the modifications to the Senior Library Assistant (Job Code 754) Class Specification, (c) approve the modifications and retitle to Electric Utility Information Systems Specialist (Job Code 440) Class Specification, (d) approve the creation of the Director of Economic Development and Sustainability (Job Code 085) Class Specification; and (2) adopt Resolution No. 25-9485 updating the Unclassified and Classified Salary Plan.

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

PUBLIC HEARING/GENERAL BUSINESS

5. [25-771](#) Public Hearing: Approval of the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission to the U.S. Department of Housing and Urban Development (HUD)

Recommendation: Approve the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) in the form presented, subject to minor modifications and incorporation of all public comments received before the close of the public review period (Attachment 1) and authorize the City Manager, or his designee, to execute all required documents for submission of the final CAPER to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2025, unless otherwise directed by HUD.

Mayor Gillmor opened Public Hearing.

City Manager Grogan recognized **Management Analyst Kathy Bunce** for her service as she is retiring from the City and introduced **Housing Division Manager Marcus** who provided a Powerpoint presentation on the Consolidated Annual Performance and Evaluation Report.

Council questions followed.

Housing Division Manager Marcus addressed **Council** questions.

Public Comment: DeLinda Yatskevich
Michele Schroeder
Pilar Furlong
Linda

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

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

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to approve the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) in the form presented, subject to minor modifications and incorporation of all public comments received before the close of the public review period and authorize the City Manager, or his designee, to execute all required documents for submission of the final CAPER to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2025, unless otherwise directed by HUD.

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

6. [25-992](#) Actions to Initiate Phase One of the Measure I Infrastructure General Obligation Bond Financing and Development Including (1) Approval of the Phase One Project List (2) Direct Staff to Undertake All Necessary Actions to Prepare for the Issuance of the First Series of Bonds in the Estimated Amount of \$100 Million, (3) Establish the Measure I General Obligation Bond Debt Service Fund and the Measure I General Obligation Bond Projects Fund, and (4) Approve Related Budget Amendments

- Recommendation:**
1. Approve the Phase 1 Project List in the form presented to be developed using the First Series of Measure I General Obligation Bonds;
 2. Direct Staff to undertake all necessary actions to prepare for the issuance of the First Series of Measure I General Obligation Bonds in an estimated amount of \$100 Million;
 3. Establish a Measure I General Obligation Bond Projects Fund (to account for the bond-funded capital expenditures), and establish a Measure I General Obligation Bond Debt Service Fund (to account for debt service payments on the general obligation bonds); and
 4. Approve the following FY 2025/26 budget amendments:
 - a. In the Measure I General Obligation Bond Projects Fund, recognize a transfer of \$96,634,500 from the Measure I General Obligation Bond Debt Service Fund and establish the projects listed below in the total amount of \$96,634,500 **(five affirmative Council votes required to appropriate additional revenue)**:
 1. Street Resurfacing and Rehabilitation in the amount of \$16,000,000
 2. ADA Improvements in the amount of \$5,000,000
 3. Creek Trail Rehabilitation in the amount of \$2,500,000
 4. Bicycle Wayfinding in the amount of \$300,000
 5. Streets and Transportation - Contingency/Escalation/Administration in the amount of \$3,570,000
 6. Fire Station 5 Replacement in the amount of \$4,000,000
 7. Fire Training Tower Renovation in the amount of \$783,000
 8. Fire Station Security Upgrade in the amount of \$1,900,000
 9. Fire Station 7 Replacement in the amount of \$4,000,000
 10. Fire Stations and Emergency Response - Contingency/Escalation/Administration in the amount of \$1,602,450

11. Real Time Intelligence Center (RTIC) Feasibility in the amount of \$150,000
12. Police Training Facility Feasibility & Assessment in the amount of \$250,000
13. Police Department Drone First Responder Infrastructure in the amount of \$50,000
14. Emergency Operations Center Infrastructure in the amount of \$250,000
15. Police Facilities - Contingency/Escalation/Administration in the amount of \$105,000
16. Community ISC Aquatic Facility Renovation/Replacement (Phase 1) in the amount of \$22,200,000
17. Community ISC Aquatic Facility Renovation/Replacement (Phase 2) in the amount of \$2,000,000
18. Warburton Park Playground Renovations in the amount of \$3,000,000
19. Henry Schmidt Playground Renovations in the amount of \$4,325,000
20. Central Library Restrooms Remodeling & Access Control Redesign in the amount of \$250,000
21. Central Library Lighting Control System Replacement in the amount of \$250,000
22. Central Library Entry Auto Door System Replacement in the amount of \$200,000
23. Central, Mission, and Northside Libraries Renovation Designs in the amount of \$1,200,000
24. Parks, Library, Senior Center, and Aquatics Facilities - Contingency/Escalation/Administration in the amount of \$5,013,750
25. Storm Drain System Improvements in the amount of \$5,000,000
26. Green Storm Drain Infrastructure Design & Construction in the amount of \$6,645,000
27. Bowers Ave Underpass SDPS Rehabilitation in the amount of \$2,030,000
28. SDPS Motor and Control Replacement in the amount of \$347,000
29. Storm Drain Pump Station Outfall Reconstruction Program in the amount of \$250,000
30. Storm Drain Renovations in the amount of \$150,000
31. Storm Drain System Improvements -

- Contingency/Escalation/Administration in the amount of \$2,163,300
32. Triton Museum Renovation in the amount of \$1,000,000
33. Historic Buildings and Beautification - Contingency/Escalation/Administration in the amount of \$150,000
- b. In the Measure I General Obligation Bond Debt Service Fund, recognize bond proceeds in the amount of \$100,000,000, recognize property tax assessments in the amount of \$17,142,877, establish the Administrative Costs appropriation in the amount of \$2,000,000, establish a transfer to the Measure I General Obligation Bond Projects Fund in the amount of \$96,634,500, establish a Reserve for Debt Service in the amount of \$17,142,877, and establish a Reserve for Bond Projects Fund in the amount of \$1,365,500 **(five affirmative Council votes required to appropriate additional revenue)**;
- c. In the General Government Capital Fund, recognize a transfer from the General Fund in the amount of \$2,000,000 and establish a Measure I General Obligation Bond Projects Implementation appropriation in the amount of \$2,000,000 **(five affirmative Council votes required to appropriate additional revenue)**; and
- d. In the General Fund, reduce the Non-Departmental appropriation by \$2,000,000 and establish a transfer to the General Government Capital Fund in the amount of \$2,000,000 **(majority affirmative Council votes required)**.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Klotz** who provided a Powerpoint presentation with **Deputy City Manager Freitas** and **Director of Finance Lee** on the Proposed Phase #1 Project List Funded from Measure I.

Council questions followed.

Assistant City Manager Klotz, City Manager Grogan, Director of Public Works Mobeck, Director of Finance Lee, and City Attorney Googins addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy,

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

Mayor Gillmor called for a recess at 9:30 PM and reconvened the meeting at 9:42 PM.

7. [25-746](#) Action to Delegate Authority to the City Manager to Complete Negotiations and Execute a Third Phase Agreement with the Northern California Power Agency (NCPA) for the Purchase of Energy Storage Products from Trolley Pass Project LLC for a Total Contract Amount of \$983,000,000 Over 20 Years

- Recommendation:**
1. Authorize the City Manager, or designee, to complete negotiations, approve, and execute a Third Phase Agreement (Agreement) with the Northern California Power Agency for the purchase of energy storage products from the Trolley BESS Facility on the terms presented, for a total contract amount of \$983,000,000 over 20 years with permissible adjustments due to supply chain events and change in tax law, funded by the Electric Utility Fund, subject to the review and approval as to form by the City Attorney; and
 2. Authorize the City Manager to (a) take any and all actions as are necessary or advisable to implement and administer the Agreement; and (b) approve and execute future amendments to the Agreement for any price adjustments and other changes authorized under the Agreement, subject to the review and approval as to form by the City Attorney.

City Manager Grogan made some opening remarks and introduced **Chief Electric Utility Officer Procos** who provided a Powerpoint presentation with **Electric Division Manager Wong** on a Third Phase Agreement with the Northern California Power Agency.

Council questions followed.

Electric Division Manager Basil, City Manager Grogan, and Assistant Director of Electric Utility Hughes addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) authorize the City Manager, or designee, to complete negotiations, approve, and execute a Third Phase Agreement (Agreement) with the Northern California Power Agency for the purchase of energy storage products from the Trolley BESS Facility on the terms presented, for a total contract amount of \$983,000,000 over 20 years with permissible adjustments due to supply chain events and change in tax law, funded by the Electric Utility Fund, subject to the review and approval as to form by the City Attorney; and (2) authorize the City Manager to (a) take any and all actions as are necessary or advisable to implement and administer the Agreement; and (b) approve and execute future amendments to the Agreement for any price adjustments and other

changes authorized under the Agreement, subject to the review and approval as to form by the City Attorney.

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

Nay: 1 - Councilmember Park

8. [25-990](#) Action to Appoint Members of the Charter Review Committee (CRC) Formed to Conduct a Comprehensive Review of the City Charter and to Approve CRC Bylaws

Recommendation: Appoint the Members of the Charter Review Committee (CRC) selected by the City Council and the Lottery Process and adopt the Proposed CRC Bylaws in substantially the form attached formally establishing the CRC and setting forth the rules and procedures for CRC implementation of the Charter Project.

City Attorney Googins provided a Powerpoint presentation on the Charter Review Committee.

Public Comment: Holly Roberts

Council questions followed.

City Attorney Googins addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to appoint the Members of the Charter Review Committee (CRC) selected by the City Council and the Lottery Process and adopt the Proposed CRC Bylaws in substantially the form attached formally establishing the CRC and setting forth the rules and procedures for CRC implementation of the Charter Project.

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

Abstained: 1 - Councilmember Park

9. [25-599](#) Action on Recommendation from the Governance and Ethics Committee for Approval of Proposed Amendments to Council Policy 035 ('Naming of City Streets, Parks and Other Facilities')

Recommendation: Approve Recommendations from the Governance and Ethics Committee to Amend Council Policy 035 ("Naming of City Streets, Parks and Other Facilities")

City Manager Grogan made some opening remarks and introduced **Assistant to the City Manager Le** who provided a Powerpoint presentation on Council Policy 035 Naming of City Streets, Parks and Other Facilities.

Council questions followed.

City Manager Grogan and **Assistant to the City Manager Le** addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, adopt Resolution No. 25-9486 amending Council Policy 035 ("Naming of City Streets, Parks and Other Facilities") with all names under consideration brought to Council, and direct the City Manager to bring a policy on donations to the Governance and Ethics Committee and then back to Council.

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

Nay: 2 - Councilmember Park, and Mayor Gillmor

10. [25-898](#) Action to Designate a Voting Delegate and Alternate(s) for the 2025 League of California Cities Annual Conference and Expo on October 8-10, 2025

Recommendation:

1. Designate Mayor Lisa M. Gillmor as the Voting Delegate for the 2025 League of California Cities Annual Conference and Expo; and
2. Designate two City Councilmembers as First and Second Alternate Voting Delegates for the 2025 League of California Cities Annual Conference and Expo

City Manager Grogan provided a verbal presentation on the 2025 League of California Cities.

Public Comment: None.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) designate Mayor Gillmor as the Voting Delegate for the 2025 League of California Cities Annual Conference and Expo; and (2) designate Councilmember Park as the Alternate Voting Delegate for the 2025 League of California Cities Annual Conference and Expo.

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

Nay: 1 - Vice Mayor Cox

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Vice Mayor Cox noted that the Stevens Creek Steering Committee met last week.

Councilmember Park noted that he attended the Korean American Institute discussion on Asian American policy and education.

Councilmember Hardy noted that today is Square Root Day.

Mayor Gillmor thanked staff for a successful Art and Wine Festival.

[25-1104](#) Post Meeting Material

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Grogan noted that **Mayor Gillmor** has a conflict of interest on Item 3.E due to owning property near the subject property, and that there will be a future update regarding pedestrian prohibition on expressways.

City Manager Grogan also noted that a representative from the County of Santa Clara and **Supervisor Ellenberg** will provide a presentation regarding Measure A and budget cuts at a future meeting.

ADJOURNMENT

The meeting was adjourned at 11:58 PM in memory of former **Mayor of Cupertino Hung Wei**.

The next regular scheduled meeting is on Tuesday, September 23, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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



City of Santa Clara



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

09/23/2025

5:30 PM

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

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

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/99706759306>

- Meeting ID: 997-0675-9306

- o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

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

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

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

Closed Session - 5:30 PM | Study Session - 6:00 PM | Regular Meeting - 7:00 PM

5:30 PM CLOSED SESSION

[25-1127](#) eComments

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order 5:33 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. [25-1015](#) Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Mayela Parra-Tinajero v. City of Santa Clara, et al.
Santa Clara Superior Court Case No. 25CV464695

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:34 PM.

6:00 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 6:09 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

2. [25-461](#) City Council Study Session: Update on City's Anti-Displacement Work Plan

Recommendation: Note and file the report on the City's Anti-Displacement Work Plan.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** who provided a Powerpoint presentation on the City's Anti-Displacement Work Plan with **Housing Division Manager Marcus** and **David Driskell (Principal, Community Planning Collaborative)**.

Council comments and questions followed.

Public Comment: None.

Mayor Gillmor called for a recess at 6:52 PM and reconvened the meeting at 7:04 PM.

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

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:04 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Mayor/Chair Gillmor called for a moment of silence in remembrance of **Wilcox High School Student Isaiah Mendoza**.

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

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

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

[25-1502](#)

Memorandum

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

- 3.A** [25-923](#) Proclamation of September 15 - October 15, 2025 as Hispanic Heritage Month
- Mayor Gillmor**, on behalf of the **Council**, proclaimed September 15, 2025 to October 15, 2025 as Hispanic Heritage Month.
- Ysidro Magana (Society of Hispanic Professional Engineers), Anixia Davila (Santa Clara University Hermanas Unidas), Karla Martinez (Santa Clara University Hermanas Unidas), and Donna Garcia Ramirez (Latine Student Union)** accepted the proclamation and provided some remarks.
- 3.B** [25-1033](#) Proclamation of September 2025 as Childhood Cancer Awareness Month
- Mayor Gillmor**, on behalf of the **Council**, proclaimed September 2025 as Childhood Cancer Awareness Month.
- Allyssa Gil-Ojeda (Outreach Coordinator, Jacob's Heart Children's Cancer Support Services)** accepted the proclamation and provided some remarks.

- 3.C [25-1034](#) Sister City Izumo, Japan Trip Student Presentation and Acceptance of Gift from Friendship City Icheon, Republic of Korea

Councilmember Park and Dr. Eun Hee Koo (Chairperson, Korean Language and Culture Foundation) provided a Powerpoint presentation on a trip to Sister City Icheon, South Korea and presented a gift to **Margaret Horoszko (President, Santa Clara Sister Cities Association)**.

Chigusa Katoku (Mission College, Director of International Programs) and student participants of the Santa Clara Sister Cities Association provided a Powerpoint presentation on a trip to Sister City Izumo, Japan.

Council comments followed.

- 3.D [25-1035](#) Impact of Federal Budget Cuts and the County's Response

Brian Darrow (Special Assistant to the County Executive, County of Santa Clara) provided a Powerpoint presentation on the Impact of Federal Budget Cuts and the County's Response.

CONSENT CALENDAR

Vice Mayor/Chair Cox pulled Item 4.B for discussion and noted that **City Attorney Googins** advised that she has no conflict of interest on Item 4.K and Item 4.J.

Council/Boardmember Jain also pulled Item 4.B for discussion.

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Chahal, to adopt the Consent Calendar except Item 4.B)

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

4.A [25-18](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Historical and Landmarks Commission - June 5, 2025
Historical and Landmarks Commission - August 7, 2025
Planning Commission - August 13, 2025
Station Area Task Force - July 17, 2025

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to Note and file the Minutes of: Historical and Landmarks Commission - June 5, 2025, Historical and Landmarks Commission - August 7, 2025, Planning Commission - August 13, 2025, and Station Area Task Force - July 17, 2025.

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

4.C [25-1044](#) Action on the FY 2024/25 Annual Report for the Santa Clara Tourism Improvement District (SCTID) as Presented by the SCTID Owner's Association (the DMO)

Recommendation: Approve the FY 2024/25 Annual Report for the Santa Clara Tourism Improvement District (SCTID) as presented by the SCTID Owner's Association (the DMO).

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to approve the Fiscal Year 2024/25 Annual Report for the Santa Clara Tourism Improvement District (SCTID) as presented by the SCTID Owner's Association (the DMO).

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

- 4.D [25-1021](#) Action on the Proposed Agreement with OUTFRONT Media LLC to Assist in the Sale of Advertising Space on City-Owned and City-Controlled Assets in Preparation for 2026 Major Events

Recommendation:

1. Approve and authorize the City Manager or their designee to execute the Agreement with OUTFRONT Media LLC to assist in the sale of advertising space on City-owned and City-controlled Assets in preparation for 2026 Events, with compensation based on a 50/50 split of net revenues and other terms as presented, in a final form approved by the City Attorney; and
2. Authorize the City Manager or their designee to negotiate and execute amendments as needed to (1) expand the scope of services to include additional activation types for the 2026 Events at no additional cost to the City, (2) extend the term as-needed to allow the completion of services, and (3) make de minimis changes, all subject to the same compensation terms and review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager or their designee to execute the Agreement with OUTFRONT Media LLC to assist in the sale of advertising space on City-owned and City-controlled Assets in preparation for 2026 Events, with compensation based on a 50/50 split of net revenues and other terms as presented, in a final form approved by the City Attorney; and (2) authorize the City Manager or their designee to negotiate and execute amendments as needed to (a) expand the scope of services to include additional activation types for the 2026 Events at no additional cost to the City, (b) extend the term as-needed to allow the completion of services, and (c) make de minimis changes, all subject to the same compensation terms and review and approval as to form by the City Attorney.

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

- 4.E [25-169](#) Action on Proposed Agreement with WSP USA, Inc. for Operation, Maintenance, Monitoring, and Compliance Services for the Closed City All Purpose Landfill and Technical Support for the City Place Project

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute an Agreement with WSP USA, Inc. to provide landfill operation, maintenance, monitoring, and compliance services for the All Purpose Landfill and technical services for the Related Santa Clara Development Project, for a five-year term beginning on October 1, 2025 through September 30, 2030, with a not-to-exceed maximum compensation of \$2,659,536, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the Agreement, and (b) negotiate and execute amendments to the Agreement to add, modify or delete services consistent with the Agreement's scope of services, provided that the maximum compensation is not exceeded, subject to review and approval as to form by the City Attorney and the appropriation of funds.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to negotiate and execute an Agreement with WSP USA, Inc. to provide landfill operation, maintenance, monitoring, and compliance services for the All Purpose Landfill and technical services for the Related Santa Clara Development Project, for a five-year term beginning on October 1, 2025 through September 30, 2030, with a not-to-exceed maximum compensation of \$2,659,536, subject to the appropriation of funds and review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the Agreement, and (b) negotiate and execute amendments to the Agreement to add, modify or delete services consistent with the Agreement's scope of services, provided that the maximum compensation is not exceeded, subject to review and approval as to form by the City Attorney and the appropriation of funds.

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

- 4.F [25-791](#) Action to Authorize the City Manager to Execute an Agreement with Westlake Ryder Square, LLC, for the Installation and Operation of Private Recreational Amenity Improvements to Satisfy a Portion of Developer's Parkland Obligations for the 328-unit Apartment Project Located at 3517 Ryder Street, such Improvements to be Funded at Developer's Sole Cost

Recommendation: Authorize the City Manager to negotiate and execute the Park Improvement Agreement and the Park Maintenance Agreement with Westlake Ryder Square, LLC for the installation of Private Recreational Amenity Improvements at the Developer's Sole Cost on substantially the terms and in the forms presented, with such minor, non-substantive changes and amendments that may be necessary to implement the parkland dedication requirements for this project, in final forms approved by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to authorize the City Manager to negotiate and execute the Park Improvement Agreement and the Park Maintenance Agreement with Westlake Ryder Square, LLC for the installation of Private Recreational Amenity Improvements at the Developer's Sole Cost on substantially the terms and in the forms presented, with such minor, non-substantive changes and amendments that may be necessary to implement the parkland dedication requirements for this project, in final forms approved by the City Attorney.

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

4.G [25-696](#)

Action on a Grant Agreement with the California Office of Traffic Safety, Amendment No. 4 to the Agreement with Safe Moves, Inc., for the Safe Routes to School Program, and Related Budget Amendments

Recommendation:

1. Authorize the City Manager or designee to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of \$105,000 for the Safe Routes to School Program, subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to negotiate and execute Amendment No. 4 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by \$105,000 for a revised not-to-exceed amount of \$819,250 and to revise the end date of Option 1 to July 31, 2027, subject to appropriation of funds and review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to make minor modifications to both agreements, if needed, subject to review and approval as to form by the City Attorney; and
4. Approve the FY 2025/26 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by \$105,000 to recognize grant funding for the OTS grant and establish the 2025 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of \$105,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of \$105,000 for the Safe Routes to School Program, subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to negotiate and execute Amendment No. 4 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by \$105,000 for a revised not-to-exceed amount of \$819,250 and to revise the end date of Option 1 to July 31, 2027, subject to appropriation of funds and review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to make minor modifications to both agreements, if needed, subject to review and approval as to form by the City Attorney; and (4) approve the Fiscal Year 2025/26 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by \$105,000 to recognize grant funding for the California Office of Traffic Safety (OTS) grant

and establish the 2025 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of \$105,000.

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

4.H [25-913](#)

Action on the First Addendum to the Addendum to the 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 School Sites Owned by Santa Clara Unified School District - Youth Activity Center, Teen Center and Skate Park

Recommendation: Authorize the City Manager to execute a First Addendum to the Addendum to the 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 on the terms presented and to make minor amendments as needed, in finals forms approved by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to authorize the City Manager to execute a First Addendum to the Addendum to the 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 on the terms presented and to make minor amendments as needed, in finals forms approved by the City Attorney.

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

4.I [25-980](#)

Action on the Water Supply Assessment Related to Preparation of a Specific Plan for the El Camino Real Focus Area

Recommendation: Adopt a resolution approving the El Camino Real Specific Plan Water Supply Assessment in the form presented.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to adopt Resolution No. 25-9487 approving the El Camino Real Specific Plan Water Supply Assessment in the form presented.

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

- 4.J [25-955](#) Action to Update to the Downtown Community Task Force (DCTF) Roster

Recommendation: Take the following actions with respect to the Downtown Community Task Force (DCTF): Appoint Sean Collins as the SCU representative, designate Butch Coyne as a representative of someone employed in Santa Clara, designate Atisha Varshney as a representative of a Santa Clara property owner, and approve the Updated DCTF Roster with these changes.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to appoint Sean Collins as the Santa Clara University representative, designate Butch Coyne as a representative of someone employed in Santa Clara, designate Atisha Varshney as a representative of a Santa Clara property owner, and approve the Updated Downtown Community Task Force (DCTF) Roster with these changes.

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

- 4.K [25-959](#) Appointment of a Santa Clara University Representative to the Santa Clara Station Area Plan Task Force (SATF)

Recommendation: Appoint Sean Collins to represent SCU on the SATF.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to Appoint Sean Collins to represent Santa Clara University on the Santa Clara Station Area Plan Task Force.

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

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

5. [25-66](#) Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of October 1 to December 31, 2024

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of October 1 to December 31, 2024.

A motion was made by Boardmember Gonzalez, seconded by Boardmember Chahal, to Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of October 1 to December 31, 2024.

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

PUBLIC PRESENTATIONS

Pieter Friedrich spoke of his concerns regarding the HSS and RSS.

Brian Darby spoke regarding ongoing political events.

Howard Gibbins spoke regarding City events.

Dan Ondrasek spoke in support of **Councilmember Jain**.

Kirk Vartan spoke regarding the Agrihood development.

Kathy Pedone spoke in support of **Councilmember Jain**.

Mary Grizzle spoke in support of **Councilmember Jain**.

Dominic Agutelo spoke in favor of Measure A.

Wendy Hui spoke in favor of Measure A.

Cristina Cunanan spoke in favor of Measure A.

Jennifer Hughes spoke in favor of Measure A.

Edward Strine spoke regarding corrupt politicians.

Public Speaker spoke in support of **Councilmember Jain**.

Louisiana Pham spoke of her concerns regarding a smoke shop.

[25-1503](#)

Public Presentations

CONSENT ITEMS PULLED FOR DISCUSSION

- 4.B [25-960](#) Note and File the City Auditor's Office Report on the Audit of the City's Building Permitting Process

Recommendation: Note and file the City Auditor's Office Report on the Audit of the City's Building Permitting Process.

City Manager Grogan noted that this item will be rescheduled to a future meeting date uncertain.

PUBLIC HEARING/GENERAL BUSINESS

6. [25-1012](#) Report on Community Engagement Major Events 2026, and Request for City Council Action on Logo and Slogan

Recommendation: Approve the recommended Slogan and Logo.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Morales** who provided a Powerpoint presentation on 2026 Major Events and Logo and Slogan with **Assistant to the City Manager Knight, Public Information Officer De La Vega, Justin Bronson (Consultant, zo Agency), and Sonja Anderson (Consultant, zo Agency).**

Council comments and questions followed.

City Manager Grogan addressed **Council** questions.

Public Comment: Wanda Buck
Linda
Christine Lawson

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to approve the recommended Slogan and Logo.

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

Abstained: 1 - Councilmember Park

Mayor/Chair Gillmor called for a recess at 10:00 PM and reconvened the meeting at 10:10 PM.

7. [25-966](#) Action on a Proposed League Event Agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC to Host Super Bowl LX at Levi's® Stadium

- Recommendation:**
1. Approve the proposed League Event Agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC on the terms, and substantially in the form presented, and authorize the City Manager/Executive Director to finalize all terms and execute the agreement in final form approved by the City Attorney/Stadium Authority Counsel; and
 2. Authorize and direct the City Manager/Executive Director to take such other actions as are necessary and appropriate to implement the terms of the League Event Agreement.

Executive Director Grogan and Stadium Authority Counsel Googins provided a Powerpoint presentation on a proposed league event agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC to Host Super bowl LX at Levi's stadium.

Board questions followed.

Executive Director Grogan, Stadium Authority Counsel Googins and Jihad Beauchman (Executive Vice President, San Francisco 49ers) addressed **Board** questions.

Board discussion followed.

Public Comment: Steve Kelly
Edward Strine

Board discussion followed.

A motion was made by Boardmember Gonzalez, seconded by Boardmember Hardy, to (1) approve the proposed League Event Agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC on the terms, and substantially in the form presented, and authorize the City Manager/Executive Director to finalize all terms and execute the agreement in final form approved by the City Attorney/Stadium Authority Counsel; and (2) authorize and direct the City Manager/Executive Director to take such other actions as are necessary and appropriate to implement the terms of the League Event Agreement.

Aye: 5 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, and Boardmember Jain

Nay: 2 - Vice Chair Cox, and Chair Gillmor

8. [25-762](#) Public Hearing: Action on a Vesting Tentative Subdivision Map (PLN25-00225) for a One-Lot Subdivision for Condominium Purposes for 11 Townhouses Located at 1530 and 1540 Pomeroy Avenue.

- Recommendation:**
1. City Council find that the proposed subdivision falls within the scope of the adopted CEQA Addendum prepared for the project and no further analysis is required; and
 2. Adopt a resolution approving the Vesting Tentative Subdivision Map to merge the two parcels and create a one-lot subdivision for condominium purposes for 11 townhouses and common area at 1530/1540 Pomeroy Avenue, making the required findings and subject to conditions of approval.

Mayor Gillmor opened the Public Hearing.

Director of Community Development Hamid provided a Powerpoint presentation on a vesting tentative subdivision map for a one-lot subdivision for condominium purposes for 1530 and 1540 Pomeroy Avenue (PLN24-00225).

A motion was made by Council/Boardmember Hardy, seconded by Vice Mayor/Chair Cox, to continue with the meeting past midnight to finish the two remaining Public Hearing agenda items.

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

Nay: 2 - Councilmember Park, and Councilmember Jain

Council comments and questions followed.

Director of Community Development Hamid and Omid Shakeri (Applicant) addressed **Council** questions.

Public Comment: None

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

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

Council questions and comments followed.

City Manager Grogan, Director of Community Development Hamid and Omid Shakeri (Applicant) addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) find that the proposed subdivision falls within the scope of the adopted CEQA Addendum prepared for the project and no further analysis is required; and (2) adopt Resolution No. 25-9488 approving the Vesting Tentative Subdivision Map to merge the two parcels and create a one-lot subdivision for condominium purposes for 11 townhouses and common area at 1530/1540 Pomeroy Avenue, making the required findings and subject to conditions of approval.

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

9. [25-764](#) Public Hearing: Action on the Initial Study and Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezone, and Vesting Tentative Subdivision Map (PLN24-00267 and PLN24-00332) for the Property Located at 1400 Coleman Avenue to Allow the Development of 142 Townhouse Units and Associated On- and Off-Site Improvements

- Recommendation:**
1. Adopt a resolution approving the Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the proposed residential townhouse project at 1400 Coleman Avenue;
 2. Adopt a resolution approving the General Plan amendment to change the land use designation from Regional Commercial to High Density Residential;
 3. Adopt a resolution approving a rezoning of the project site from Commercial Regional (CR) to High Density Residential (R4) subject to conditions of approval; and
 4. Adopt a resolution approving a Vesting Tentative Subdivision Map for condominium purposes, making the required findings and subject to conditions of approval.

Mayor Gillmor opened the Public Hearing.

Director of Community Development Hamid provided a Powerpoint presentation on the Initial Study and Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezone, and Vesting Tentative Subdivision Map (PLN24-00267 and PLN24-00332) for the Property Located at 1400 Coleman Avenue.

Council comments and questions followed.

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

Pamela Salas Nieting (Applicant) provided a Powerpoint presentation.

Council questions followed.

Pamela Salas Nieting (Applicant) addressed **Council** questions.

Public Comment: None.

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

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

Council questions and comments followed.

Pamela Salas Nieting (Applicant) addressed Council questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) adopt Resolution No. 25-9489 approving the Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the proposed residential townhouse project at 1400 Coleman Avenue; (2) adopt Resolution No. 25-9490 approving the General Plan amendment to change the land use designation from Regional Commercial to High Density Residential; (3) adopt Resolution No. 25-9491 approving a rezoning of the project site from Commercial Regional (CR) to High Density Residential (R4) subject to conditions of approval; and (4) adopt Resolution No. 25-9492 approving a Vesting Tentative Subdivision Map for condominium purposes, making the required findings and subject to conditions of approval.

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

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 1:11 AM in memory of **Wilcox High School Student Isaiah Mendoza**.

The next scheduled special meeting is on Tuesday, September 30, 2025 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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City of Santa Clara

Draft

Meeting Minutes Call and Notice of Special Meeting of the City Council State of the City Address

09/24/2025

6:30 PM

Mission City Center for Performing Arts
Wilcox High School
3250 Monroe Street
Santa Clara, CA 95051

The City of Santa Clara is conducting an in-person only Special City Council Meeting.

In-person public comment will be held at the end of the State of the City Presentation.

Written Public Comments:

Email comments to the City Council no later than 12:00 p.m. the day of the meeting at clerk@santaclaraca.gov.

Any associated documents for this meeting may be viewed on the Internet at

<https://santaclaralegistar.com/Calendar.aspx>

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on September 24, 2025, at 6:30 pm to be held at the Mission City Center for Performing Arts at Wilcox High School (3250 Monroe Street) in Santa Clara.

6:30 PM SPECIAL CITY COUNCIL MEETING

Introduction by City Manager Jovan Grogan

City Manager Grogan provided some opening remarks.

Moment of Silence

City Manager Grogan called for a moment of silence in remembrance of
Wilcox High School Student Isaiah Mendoza.

Call to Order in the Mission City Center for Performing Arts

Mayor Gillmor called the Special Meeting to order at 6:30 PM.

Boy Scouts Troop #394 conducted the Presentation of Colors and recited the Pledge of Allegiance.

Rowen Biesemeyer sang the National Anthem.

Father Gerald Nwafor (St. Justin's Parish) led the Invocation.

Confirmation of Quorum

Mayor Gillmor confirmed a quorum.

Presentation of the State of the City Address by Mayor Gillmor - including presentation of District Awards by Councilmembers

Mayor Gillmor presented the State of the City Address.

Council presented the District Awards.

The Santa Clara Elite Dance Team provided a dance performance.

Public Comment

None.

Adjourn Special Meeting

The meeting was adjourned at 8:15 PM.

The next scheduled special meeting is on Tuesday, September 30, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

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.

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City of Santa Clara

Draft

Meeting Minutes

Call and Notice of Special Meeting of the City Council

09/30/2025

6:00 PM

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

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

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

How to Submit Written Public Comment Before City Council Meeting:

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

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

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on September 30, 2025, at 6:00 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Vice Mayor Cox called the Closed Session to order at 6:02 PM.

Roll Call

Present: 5 - Councilmember Albert Gonzalez, Councilmember Raj Chahal, Councilmember Kevin Park, Councilmember Suds Jain, and Vice Mayor Kelly Cox

Absent: 2 - Councilmember Karen Hardy, and Mayor Lisa M. Gillmor

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to excuse Mayor Gillmor and Councilmember Hardy from this meeting.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Park, Councilmember Jain, and Vice Mayor Cox

Absent: 2 - Councilmember Hardy, and Mayor Gillmor

1.A [25-1018](#) Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Allyson Hauck, Charles Sakai and Glen R. Googins

Employee Organization(s):
Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171 (Unit #1)
International Brotherhood of Electrical Workers, Local 1245 (Unit #3)
Engineers of the City of Santa Clara (Unit #4)

- 1.B** [25-1110](#) Conference with Real Property Negotiators - Acquisition of Easements
Necessary for the City's Proposed 115kV Transmission Project -- Pursuant
to Gov. Code § 54956.8

Property: 881 Duane Avenue, Santa Clara, California (APN: 224-36-039)

City Negotiators: Jovan D. Grogan, City Manager (or designee) and Glen
R. Googins, City Attorney (or designee)

Negotiating Parties: City and Storage Equities, Inc. (Property Owner)

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

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Vice Mayor Cox adjourned into Closed Session at 6:05 PM.

ADJOURNMENT

The meeting was adjourned at 7:55 PM.

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

**The next regular scheduled meeting is on Tuesday, October 7, 2025 in the City Hall
Council Chambers.**

MEETING DISCLOSURES

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

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City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

25-21

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:

Governance and Ethics Committee - June 2, 2025

Planning Commission - September 10, 2025

Neighborhood University Relations Committee (NURC) - May 5, 2025

Charter Review Committee - October 1, 2025

Historical and Landmarks Commission - September 4, 2025

Historical and Landmarks Commission - October 2, 2025



City of Santa Clara

Meeting Minutes

Governance and Ethics Committee

06/02/2025

10:00 AM

City Hall – Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting Governance and Ethics Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

- Via Zoom: <https://santaclaraca.zoom.us/j/98559951444>
- Webinar ID: 985 5995 1444
- By phone: +1 669 444 9171

To submit written public comment before meeting:

Send email to mayorandcouncil@santaclaraca.gov by 10 a.m. one day before the date of the meeting. Emails will be forwarded to Committee members and will be uploaded as supplemental meeting material.

Note: Emails received as public comment will not be read aloud during the meeting.

Present 3 - Chair Raj Chahal, Member Suds Jain, and Member Kevin Park

CALL TO ORDER AND ROLL CALL

Chair Suds Jain called the meeting to order at 10:10 a.m.

Present 3 - Chair Raj Chahal, Member Suds Jain, and Member Kevin Park

CONSENT CALENDAR

- 1.A [25-645](#) Approval of the May 1, 2025 Governance and Ethics Committee Special Meeting Minutes

Recommendation: Approve the minutes of the May 1, 2025 Governance and Ethics Committee Special Meeting

A motion was made by Member Kevin Park and seconded by Member Raj Chahal to approve the minutes of the May 1, 2025 Special meeting .

Aye: 3 - Chair Chahal, Member Jain, and Member Park

PUBLIC PRESENTATIONS

Member of the public **Wanda Buck** commented on the status of the Committee work related to Ethics .

City Manager Jovan Grogan stated the Consultant Morin Jacob from Liebert Cassidy Whitmore is currently scheduled to return on September 8, 2025 to the Committee to provide an update on the review of the Ethics documents and an options on establishing an Ethics Commission.

GENERAL BUSINESS

2. [25-218](#) Review and Approval on Amendments to Council Policy 035 ("Naming of Facilities") to Proposed Council Policy 035 ("Naming of City Streets, Parks and Other Facilities")

Recommendation: Approve amendments, if any, to Council Policy 035 ("Naming of Facilities") to Proposed Council Policy 035 ("Naming of City Streets, Parks and Other Facilities") to be brought forth to the City Council for consideration and approval.

City Manager Jovan Grogan presented on Council Policy 035 which establishes the criteria and procedures for the naming of City of Santa Clara facilities. Staff presented proposed recommendations to further define criteria and provide consistent procedures for naming proposals for City streets, parks and other facilities for consideration.

The Committee reviewed the proposed policy and also had a robust discussion around tying donations of land to the City of naming rights and the need for the donation policy to be separate. **City Manager Jovan Grogan** stated as a follow up to this discussion, city staff will also review donation policies in place and return to this Committee at a future meeting.

Member Chahal motioned to approve the staff recommendation and remove the language referring to donations. **Member Park** amended the original motion to also include the change to the policy to make the process consistent for Historical and Landmarks Commission, for naming of streets and other facilities, to also be brought to Governance and Ethics Committee prior to moving forward to full Council. The motion was approved to bring forth the proposed recommendations to the full City Council for review and consideration.

Aye: 3 - Chair Chahal, Member Jain, and Member Park

STAFF REPORT

None.

COMMITTEE MEMBER REPORTS / FUTURE REFERRALS FOR CONSIDERATION

Chair Suds Jain stated he received his 200th public record request from member of the public J. Rowen.

Member Kevin Park added we need an AI Policy and guidelines for the City Council.

City Attorney Glen Googins stated the City is currently reviewing the Public Record Act processes.

City Manager Jovan Grogan added the City has an internal working group on a Citywide Policy on AI. As part of the Committee workplan to update all the Council policies into a comprehensive City Council manual, staff can add the use of AI to the comprehensive Council policy manual.

Chair Suds Jain requested we schedule an additional special meeting for Governance and Ethics Committee to complete our workplan items.

Member of the Public **Wanda Buck** stated to the Committee she appreciated their work today on the agenda items.

ADJOURNMENT

Chair Jain adjourned the meeting at 12:05 p.m.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Planning Commission

09/10/2025

6:00 PM

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

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

Via Zoom:

- <https://santaclaraca.zoom.us/j/91729202898>

- Webinar ID: 917 2920 2898 or

Phone: 1(669) 900-6833

How to Submit Written Public Comment Before Planning Commission Meeting:

1. By email to planningpubliccomment@santaclaraca.gov by 12 p.m. the day of the meeting.

Those emails will be forwarded to the Planning Commission and will be uploaded to the Planning Commission Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record.

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6:00 PM REGULAR MEETING

Call to Order

Vice Chair Bouza called the meeting to order at 6:02 p.m.

Pledge of Allegiance and Statement of Values

Secretary Cherukuru read the Statement of Values.

Roll Call

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

Absent 1 - Chair Eric Crutchlow

DECLARATION OF COMMISSION PROCEDURES

Secretary Cherukuru read the Declaration of Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

1.A [25-987](#) Planning Commission Meeting Minutes of August 13, 2025

Recommendation: Approve the Planning Commission Meeting Minutes of the August 13, 2025 Meeting.

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

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

Absent: 1 - Chair Crutchlow

Abstained: 1 - Commissioner Bhatnagar

It was announced at 6:11 p.m. that Chair Crutchlow would not be attending the meeting.

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to excuse Chair Cruthclow from the meeting.

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

Excused: 1 - Chair Crutchlow

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

2. [25-867](#) Public Hearing: Action on Conditional Use Permit (PLN25-00131) for a New Unmanned AT&T Telecommunication Facility with the Installation of Rooftop Mounted Antennas and Ground Equipment Located at 2600 Great America Way

Recommendation: **Determine** that the project is categorically exempt from formal environmental review per Section 15303(d), New Construction of Utility Extensions, of the CEQA Guidelines; and **Adopt** a Resolution to approve the Conditional Use Permit for a new unmanned AT&T telecommunication facility with the installation of rooftop mounted antennas and ground equipment, subject to findings and conditions of approval.

Assistant Planner Alex Tellez provided the staff presentation.

Applicant Ashley Smith, EPIC Wireless Group spoke regarding the project.

Commissioners inquired upon several aspects of the project.

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

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

Excused: 1 - Chair Crutchlow

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

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

Excused: 1 - Chair Crutchlow

A motion was made by Commissioner Biagini, seconded by Commissioner Saleme to approve staff recommendation 2.

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

Excused: 1 - Chair Crutchlow

3. [25-986](#) STUDY SESSION: Due Process and Meeting Procedures.

Recommendation: There is no Staff Recommendation

Assistant City Attorney Alexander Abbe provided a presentation.

Commissioners inquired on several items for clarification.

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

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

Staff Aide II Elizabeth Elliott reminded Commissioners Huang and Crutchlow they are registered to attend the upcoming APA California Conference taking place September 28 - October 1, 2025 in Monterey.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Staff Aide II Elizabeth Elliott provided budget updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

3. City Council Actions

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

The meeting adjourned at 8:40 p.m. The next regular scheduled meeting is October 8, 2025 at 6 p.m.

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

Excused: 1 - Chair Crutchlow

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

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

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City of Santa Clara

Meeting Minutes

Neighborhood-University Relations Committee

05/05/2025

6:00 PM

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

Special Meeting

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the undersigned calls for a Special Meeting of the Neighborhood-University Relations Committee (NURC), to commence and convene on May 5, 2025 at 6:00 pm for a Special Meeting at Santa Clara City Hall/Council Chambers, 1500 Warburton Avenue, Santa Clara, California, and via Zoom to consider the following matter(s) and to potentially take action with respect to them.

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

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/82990496428> or

- o Phone: 1(669) 900-6833

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

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

CALL TO ORDER AND ROLL CALL

Chair Jain called the meeting to order at 6:02 p.m.

Staff in Attendance:

Director of Economic Development & Sustainability Reena Brilliot
Director of Community Development Afshan Hamid
Police Captain Nick Richards
Police Sergeant Otico

CONSENT CALENDAR

1. [25-544](#) NURC Meeting Minutes of February 24, 2025 Meeting

Recommendation: Approve the NURC Meeting Minutes of the February 24, 2025 Meeting

A motion was made by Councilmember Chahal, seconded by Chair Jain, to approve the Consent Calendar. Motion was approved 2-0.

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

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

Community Development Director Afshan Hamid provided the staff presentation on Code Enforcement statistics.

Chair Jain inquired about response time to requests, and overflowing waste container response. Staff provided information that these requests are responded to within 72 hours.

Public Speaker:

Mathew Duncan

3. Santa Clara University Update: Santa Clara University Presentation

Santa Clara University Assistant Dean for Off Campus Student Life

Steve Ross provided a presentation on upcoming events at the University. He announced the exiting of resident halls will be June 13, 2025, and disposal of move out items are to be recycled or disposed of via large dumpsters onsite.

Chair Jain mentioned a special City Council meeting to be held at Santa Clara University.

Public Speakers: **None.**

4. Santa Clara Police Update: Police Department Presentation

Santa Clara Police Department Sergeant RJ Otico presented updates on the current activity in the University area, proactive enforcement, explanations of the current enforcement model, and common violation types.

Chair Jain inquired about undercover officers working on holidays when consumption of alcohol could be higher and the amount of fines.

Public Speakers:

Santa Clara Resident

Santa Clara University Student Safety Campus Officer

5. [25-528](#) Update on the Restructure Process for the Neighborhood University Relations Committee (NURC)

Recommendation: Accept the staff report regarding the update on the restructuring process for the Neighborhood University Relations Committee.

Director of Economic Development and Sustainability Reena Brilliot provided the staff presentation on NURC restructuring as approved by Council.

Councilmember Chahal inquired about alternate members and suggested one-year terms.

Public Speakers:

Santa Clara Resident

Santa Clara University Student Safety Campus Officer

A motion was made by Councilmember Chahal, seconded by Chair Jain, to approve the staff recommendation. Motion was approved 2-0.

REPORTS OF COMMITTEE LIASION

1. Announcements/Other Items

Director of Economic Development and Sustainability Reena Brilliot announced there will be an official tour of the Sobrato Stem Building, open to the public, taking place on May 9, 2025.

ADJOURNMENT

A motion was made by Chair Jain to adjourn the meeting at 6:57 p.m.

The next regular scheduled meeting is on Monday, October 20, 2025.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Charter Review Committee

10/01/2025

6:00 PM

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

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:06p.m. by City Attorney Glen Googins. Roll was taken by Aimee Escobar, Management Analyst, from the City Manager's Office.

Present 12 - Member Pat Nikolai, Member Holly Rhea Roberts
Member Bernard Tansey
Member Mohammad Naveed
Member Joseph W. Sosinski
Member Eric Crutchlow
Member Burt Field
Member Steve Kelly
Member Eric Jensen
Member Mark Boeckman
Member Susan Peters
Member John Brooks

Absent 1 - Member Lauren Diamond

Welcome, Swearing In Ceremony and Introductions

City Attorney Glen Googins welcomed the committee members.

Committee members were then sworn in by **Deputy City Clerk, Vinh Nguyen**, followed by self-introductions of each committee member.

City staff also introduced themselves and present and their roles in supporting the Committee; **City Attorneys Sujata Reuter and Jennifer Beyers and Management Analyst, Aimee Escobar** with the City Manager's Office.

GENERAL BUSINESS

**1. Overview of Charter Review Committee Roles, Responsibilities and Rules
--Committee Bylaws, Brown Act, Meeting Management Protocols, Public Records Act,
Ethics Requirements**

City Attorney Glen Googins provided a slide presentation on the following topics: Charter Review Committee Roles, Responsibilities and Rules, Committee Bylaws, The Brown Act, Meeting Management Protocols, Public Records Act and Ethics Requirements. Multiple questions were asked and answered.

2. [25-1112](#) **Selection of Committee Chair and Vice Chair**

Recommendation: Follow staff's recommended process, or a similar process that provides a reasonable opportunity for all interested parties to fully participate, and select a Chair and Vice Chair of the Charter Review Committee.

City Attorney Googins presented on the role of the Chair/Vice Chair and staff's recommended process for selection these positions. By consensus of the Board, staff's recommended process was adopted. Following the nomination process for each position a series of votes were taken. Ultimately, the following appointments were made.

Election of the Chair of the Charter Review Committee:

Committee Member Steve Kelly made a motion to nominate Pat Nikolai, for Chair of the Charter Review Committee. The motion passes 8-4. Pat Nikolai is affirmed as Chair of the Charter Review Committee.

Election of the Vice-Chair of the Charter Review Committee:

Committee Member Joseph W. Sosinski made a motion to nominate himself, Joseph W. Sosinski, for Vice-Chair of the Charter Review Committee. The motion passes 9-3.

Joseph W. Sosinski is affirmed as Vice-Chair of the Charter Review Committee.

Adopted

3. Meeting Schedule Approval and Preview of Next Meeting

City Attorney Glen Googins presented on the Bylaws requirements and expectation for meetings of the CRC. The proposal was for the third Thursday of every month. This presented scheduling issues for a significant number of CRC members. The alternative of the third Wednesday of each month was discussed and there was consensus to explore this as an alternative and bring it back for consideration at the next meeting. Action was taken to schedule the next meeting for Wednesday, October 22, 2025 at 6:00p.m. in the City Hall Council Chambers located at 1500 Warburton Ave, Santa Clara.

PUBLIC PRESENTATIONS

There were no public presentations.

ADJOURNMENT

The Charter Review Committee meeting was adjourned at 8:36 p.m.



City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

09/04/2025

6:00 PM

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

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

o Via Zoom:

o <https://santaclaraca.zoom.us/j/97233262035> or

o Phone: 1 (669) 900-6833

Meeting ID: 972 3326 2035

How to Submit Written Public Comment Before Historical and Landmarks Commission Meeting:

By email to PlanningPublicComment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to Staff and will be uploaded to the Historical and Landmarks Commission Agenda as supplemental meeting material. Emails received after 12:00 P.M. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.

Note: Emails received as public comment will not be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for Historical and Landmarks Commission items may be viewed on the Internet at

<https://santaclaraca.legistar.com/Calendar.aspx>

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:05 p.m.

Commissioner Stocks arrived late at 6:08 p.m.

Present 5 - Commissioner Michael Celso , Commissioner Yvonne Inciarte, Chair Patricia Leung, Commissioner Ed Stocks, and Commissioner Kaushal Varshney

Absent 2 - Commissioner Kathleen Romano, and Vice Chair Ana Vargas-Smith

A motion was made by Commissioner Varshney, seconded by Commissioner Celso, to excuse Commissioner Vargas-Smith and Commissioner Romano.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

Absent: 1 - Commissioner Stocks

CONSENT CALENDAR

1.A [25-984](#) Historical and Landmarks Commission Meeting Minutes of June 5, 2025
(Continued from the August 7, 2025 HLC Meeting)

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the June 5, 2025 Meeting.

Chair Leung requested that the consent calendar items be moved to be heard after general business because **Commissioner Stocks** was late.

A motion was made by Commissioner Stocks, seconded by Commissioner Inciarte, to approve staff recommendation.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Stocks

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

Abstained: 1 - Commissioner Varshney

1.B [25-947](#) Historical and Landmarks Commission Meeting Minutes of August 7, 2025

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the August 7, 2025 Meeting.

A motion was made by Commissioner Stocks, seconded by Commissioner Varshney, to approve staff recommendation.

Aye: 4 - Commissioner Celso, Chair Leung, Commissioner Stocks, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

Abstained: 1 - Commissioner Inciarte

PUBLIC PRESENTATIONS

Public Comments: **None.**

GENERAL BUSINESS

2. [25-922](#) Public Hearing: Recommendation on the Significant Property Alteration / Architectural Review (PLN25-00116) for a 465 Square Foot First Floor Addition Resulting in a 1,559 Square-Foot Single-Story Residence on the Historic Resource Inventory Located at 834 Main Street

Recommendation: **Recommend** that the Historical and Landmarks Commission find that the proposed project located at 834 Main Street will not destroy or have a significant adverse effect on the integrity of the Historic Resource Inventory property and that the proposed construction is compatible with the resource and recommend approval of the Significant Property Alteration.

Associate Planner, Meha Patel provided the staff presentation.

Homeowner Becca Fung, and **Architect, German Villarraga** spoke about the project.

A motion was made by Commissioner Inciarte, seconded by Commissioner Varshney, to close public hearing.

Aye: 5 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Commissioner Stocks, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte, to approve staff recommendation, with the condition that the architect includes more specificity on stucco texture and tiles.

Aye: 5 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Commissioner Stocks, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

3. [25-938](#) Report on Completion of the 2024–2025 Mills Act Audit

Recommendation: There is no staff recommendation.

Principal Planner, Rebecca Bustos provided the staff presentation.

Public Comments: **None.**

4. [25-945](#) Election of Historical and Landmarks Commission Chair and Vice Chair
(Continued from the August 7, 2025 HLC Meeting)

Recommendation: There is no staff recommendation.

Commissioner Celso nominated **Chair Leung** for Chair. **Chair Leung** accepted the nomination.

Commissioner Celso nominated **Commissioner Stocks** for Vice Chair. **Commissioner Stocks** accepted the nomination.

A motion was made by Commissioner Inciarte, seconded by Commissioner Varshney, to approve Chair Leung as Chair, and Commissioner Stocks as Vice Chair.

Aye: 5 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Commissioner Stocks, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

STAFF REPORT

No updates on this item.

1. Training and Travel Request

No updates on this item.

COMMISSIONERS REPORT

1. Subcommittee Reporting - 20 Minutes

No updates on this item.

2. Board/Committee

Lead/Alternate

Santa Clara Arts and Historic Consortium	Vargas-Smith / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Leung
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas-Smith/Stocks
Santa Clara Station Area Task Force	Leung/Stocks

No updates on this item.

ADJOURNMENT

A motion was made by Commissioner Inciarte, seconded by Commissioner Varshney, to adjourn the meeting at 7:21 p.m.

Aye: 5 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Commissioner Stocks, and Commissioner Varshney

Excused: 2 - Commissioner Romano, and Vice Chair Vargas-Smith

The next regular scheduled meeting is on Thursday, October 2, 2025, at 6 p.m. in the City Hall Council Chambers.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

10/02/2025

6:00 PM

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

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

o Via Zoom:

o <https://santaclaraca.zoom.us/j/97233262035> or

o Phone: 1 (669) 900-6833

Meeting ID: 972 3326 2035

How to Submit Written Public Comment Before Historical and Landmarks Commission Meeting:

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CALL TO ORDER AND ROLL CALL

Vice Chair Stocks called the meeting to order at 6:02 p.m.

Present 6 - Commissioner Michael Celso , Commissioner Yvonne Inciarte, Commissioner Kathleen Romano, Vice Chair Ed Stocks, Commissioner Ana Vargas-Smith , and Commissioner Kaushal Varshney

Absent 1 - Chair Patricia Leung

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte, to excuse Chair Leung.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Commissioner Romano, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Chair Leung

CONSENT CALENDAR

1.A [25-1046](#) Historical and Landmarks Commission Meeting Minutes of September 4, 2025

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the September 4, 2025 Meeting.

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte, to approve items 1.A and 1.B on the consent calendar.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Vice Chair Stocks, and Commissioner Varshney

Excused: 1 - Chair Leung

Abstained: 2 - Commissioner Romano, and Commissioner Vargas-Smith

1.B [25-1014](#) Historical and Landmarks Commission 2026 Calendar of Meetings

Recommendation: Approve the Historical and Landmarks Commission 2026 Calendar of Meetings.

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte, to approve items 1.A and 1.B on the consent calendar.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Commissioner Romano, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Chair Leung

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. [25-985](#) Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for 1458 Lexington Street

Recommendation: Staff recommends that the Historical and Landmarks Commission determine the project to be exempt from CEQA pursuant to CEQA Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation) and find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplishes the intent of preserving and maintaining the historical significance of the property; and therefore, recommends City Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1458 Lexington Street.

Assistant Planner Summer Foss provided the staff presentation.

Architect Rob Mayer, and homeowners **Cameron Carty** and **Rachel Law** spoke regarding the project.

Public Comments: **None.**

A motion was made by Commissioner Romano, seconded by Commissioner Varshney, to close public hearing.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Commissioner Romano, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Chair Leung

A motion was made by Commissioner Celso, seconded by Commissioner Inciarte, to approve staff recommendation with the condition of adding a plaque stating the year of construction.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Commissioner Romano, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Chair Leung

STAFF REPORT

1. Training and Travel Requests

No updates on this item.

2. Board/Committee

Lead/Alternate

Santa Clara Arts and Historic Consortium

Vargas-Smith / Romano

Historic Preservation Society of Santa Clara

Vargas-Smith / Leung

Old Quad Residents Association

Leung

Development Review Hearing

Romano /Vargas-Smith

BART/ High Speed Rail/ VTA BRT Committee

Vargas-Smith/ Leung

El Camino Real Specific Plan Community Advisory Committee

Leung

Downtown Precise Plan

Vargas-Smith/Stocks

Santa Clara Station Area Task Force

Leung/Stocks

Commissioners provided updates on various items, meetings, and groups that they are assigned to.

COMMISSIONERS REPORT

1. Subcommittee Reporting - 20 Minutes

No updates on this item.

ADJOURNMENT

A motion was made by Commissioner Inciarte, seconded by Commissioner Romano, to adjourn the meeting at 6:46 p.m.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Commissioner Romano, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Chair Leung

The next regular scheduled meeting is on November 6, 2025 at 6 p.m. in the City Hall Council Chambers.

MEETING DISCLOSURES

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Agenda Report

25-597

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action on Award of Agreement with WeHOPE for Street Outreach and Essential Homeless Services

BACKGROUND

Homelessness is a multi-faceted issue, and many of the services and programs available to City of Santa Clara residents are part of a countywide system supported by various funders, including the County. These services help prevent homelessness, assess vulnerability, connect unhoused residents with emergency shelter and housing opportunities, and connect people with a range of health and human services. The City of Santa Clara contributes resources to this countywide system, in addition to the targeted services it provides within the City itself.

The City of Santa Clara (City) is committed to implementing a comprehensive, strategic response to reduce homelessness through a combination of building affordable housing, homelessness prevention and crisis response which includes basic needs services, street-based outreach and case management, and meaningful connections to a range of essential services, emergency shelter, and long-term housing opportunities.

With the goal of keeping people stably housed, the City supports various homelessness prevention services through the County and service providers. The City contributes annually to the County of Santa Clara's (County) Homelessness Prevention System (HPS), a collaborative program that provides financial assistance, legal support, and case management to low-income households at risk of losing their housing (for additional details about the HPS, see Attachment 1). The City's agreement with the County for this partnership extends through 2027. Additionally, the City contracts with ABODE Services to administer the City's Tenant-Based Rental Assistance (TBRA) Program, which offers short-term rental subsidies for up to 12 months, help with security deposits, and case management for individuals and families experiencing homelessness, at risk of becoming homeless, or fleeing domestic violence. The City also contributes to the County's Intensive Case Management program and a 211 hotline through United Way, and provides landlord/tenant mediation through Project Sentinel and domestic violence services through Next Door Solutions.

To further assist individuals experiencing homelessness, on January 25, 2022, the City Council authorized the City Manager to enter into an agreement with WeHOPE to provide mobile hygiene services through its Dignity on Wheels program. This program offers mobile showers, laundry services, and case management for unsheltered individuals in Santa Clara. To deliver these services, the Dignity on Wheels mobile trailer is currently stationed at Marsalli Park every Wednesday from 9:00 a.m. to 1:30 p.m., providing regular access for those in need. During a July 8, 2025 study session, several Councilmembers expressed interest in relocating this service to a different location where unhoused individuals also receive other basic need services (i.e., food). Staff is exploring a potential relocation that would occur in early 2026 with the vendor and other partners. Should the

relocation occur, staff will monitor and evaluate program data and other considerations to ensure the effectiveness of the new site. The agreement with WeHOPE for the mobile shower and laundry services allows for relocations as needed, and is effective through February 2026, after which the City may exercise its option to extend for one additional year.

In addition to the contracted services described above, the Santa Clara Police Department's Community Response Team (CRT), which is made up of four Police Officers and a licensed Mental Health Clinician, conducts non-uniformed outreach to respond to crises and connect people experiencing homelessness to existing services. While the team does not conduct housing assessments for the County's supportive housing system, CRT facilitates assessments through partnering entities. The CRT is also responsible for the department's oversight of businesses regulated by City, State and federal laws including inspections and corresponding investigations, responding to mental health crises, and is a liaison to Santa Clara University for student education and enforcement of a variety of issues including drug/alcohol use and neighbor relations.

While simultaneously working on housing production, homelessness prevention, and crisis response, the City has also developed a *Draft Citywide Plan to Reduce Homelessness*. This effort was initiated in 2022 with the convening of a Homelessness Taskforce and the hiring of a consultant to help facilitate community engagement and the draft plan development. The *Draft Citywide Plan to Reduce Homelessness and Its Impacts* was presented at the July 8, 2025 study session and includes 34 work items, many of which aim to address service gaps. Key work items include securing a service provider to implement street outreach and case management; adding 136 new emergency shelter, interim housing, rapid rehousing, or shared supportive housing beds/units by 2031; and implementing a pilot emergency overnight shelter program to be activated during inclement weather events.

The described work items align with an existing Council priority and Housing Element goal. As part of its 2024 Priority Setting Session, the City Council identified providing interim supportive housing and outreach services for the City's unhoused population as a Council priority. In addition, there is a goal in the City's certified Housing Element plan to increase the number of interim housing, rapid rehousing, or emergency shelter beds by 136 beds by 2031. Staff is preparing to bring the *Final Draft Citywide Plan to Reduce Homelessness and Its Impacts* for the Council's consideration and adoption in December 2025.

In 2023, the City submitted state budget requests to its elected state representatives for consideration. With the support of California State Senator Aisha Wahab and former Assemblymember Evan Low, the City was awarded \$1,800,000 in State funding to enhance its homelessness response through a street and encampment outreach team, a pop-up inclement weather program, and explore partnerships with other public agencies, nonprofit organizations, businesses, and volunteer and faith-based organizations to leverage funding, facilities, expertise, and staffing to create a more comprehensive homelessness response.

DISCUSSION

Consistent with the Council priority, Housing Element, and the 2023 State grant, staff is requesting the City Council to authorize the City Manager to execute an agreement with WeHOPE to provide three program services, Street Outreach and Case Management (SO/CM), Temporary Hotel Program (THP), and Inclement Weather Hotel Program (IWHP), for an initial two-year term with an annual not-to-exceed amount of \$851,163 and a total not-to-exceed agreement amount of \$1,702,326. This

agreement will expand the City's homeless support services by creating new pathways for outreach, case management, coordinated entry system, and emergency shelter through the THP and IWHP.

The City is leveraging an agreement between WeHOPE and the City of Sunnyvale (Sunnyvale), pursuant to City Code Section 2.105.270(d), which allows the City to procure services by contracting directly with a vendor at a price and on the terms obtained through the competitive bidding process conducted by another public agency, provided that the process meets or exceeds the City's procurement standards.

On May 13, 2024, Sunnyvale issued a Request for Proposals (RFP) for street outreach and essential homeless services, consisting of mobile shower and laundry services, street outreach and case management services, and coordination of short-term hotel stays. It is staff's understanding that Sunnyvale completed extensive outreach to non-profit service providers. Sunnyvale received one proposal in response to their RFP, which was reviewed by a multi-agency evaluation team according to the criteria published within the RFP. Upon their review, the evaluators determined that the proposal met the requirements of the RFP and Sunnyvale's service needs and made a recommendation to award to WeHOPE. In September 2024, Sunnyvale executed their original agreement with WeHOPE for an initial term of one year with the option to renew for up to four additional one-year terms and later amended their agreement to include an inclement weather hotel program. WeHOPE has performed well in Sunnyvale and is in the process of renewing their contract.

WeHOPE is a Bay Area non-profit whose mission is to help individuals become healthy, employed, and housed through innovative, dignity-centered programs. WeHOPE has proven experience in providing a variety of services to individuals experiencing homelessness, including operating three non-congregate shelters in San Francisco, East Palo Alto, and Half Moon Bay and the City's Dignity on Wheels program. Additionally, several of the City's neighboring jurisdictions, including Sunnyvale, San Jose, Milpitas, Mountain View, and the County of Santa Clara's Office of Supportive Housing, contract with WeHOPE to provide various homelessness related services.

Program Services Overview

WeHOPE's programs are based on the principles of Housing First, a nationally recognized approach that prioritizes providing people experiencing homelessness with immediate access to safe, stable housing without requiring sobriety, employment, or other preconditions. This model operates on the belief that everyone is "housing ready" and that stable housing is a critical foundation for improving health, well-being, and long-term self-sufficiency.

To implement these principles locally, WeHOPE will offer and provide the following services to unhoused adults, youth, and families in the City of Santa Clara.

Street Outreach and Case Management (SO/CM)

WeHOPE will provide street outreach and case management services seven days a week throughout Santa Clara, focusing on locations where unhoused individuals congregate. The program aims to build trust through consistent engagement and will connect individuals to shelter/housing opportunities, health care, behavioral health, and supportive services. A team of outreach workers and case managers will implement key activities that include conducting a formal intake process, administering housing assessments (e.g., Vulnerability Index Specialized Prioritization Decision and Assessment Tool (VI-SPDAT)) and linkage to the County's Coordinated Entry System, developing service and housing plans, assisting with benefits enrollment, providing transportation to critical

appointments, and placement into the THP and IWHP.

The SO/CM team will also assist clients in obtaining identification and other necessary documentation to secure housing and benefits, distribute hygiene supplies, and facilitate enrollment in the County's Coordinated Entry System for interim and supportive housing and other local resources, and collaborate with the City during City-activated inclement weather events to notify unhoused individuals of local warming and cooling centers and room availability in the City's IWHP, provide transportation, and distribute supplies. Additionally, the SO/CM team will collect feedback from unhoused individuals on existing services and resources, as well as potential service gaps, to provide the City with more information on how to better serve its unhoused community.

WeHOPE will coordinate its services with City departments and partner agencies, including but not limited to, the County of Santa Clara. WeHOPE's coordination may include participation in meetings with City departments and/or partner agencies. WeHOPE's SO/CM services will complement the City's existing CRT services. While the CRT will continue to respond to calls for service, quality-of-life issues, and public safety crises regardless of an individual's housing status, WeHOPE will focus on proactive, voluntary engagement with unhoused individuals, emphasizing long-term, housing-focused case management. By providing consistent support and addressing non-emergency needs, the SO/CM team is expected to ease the demand on the CRT and complement their efforts, enabling the team to focus on other priorities.

While some of the described services may overlap with those provided by the countywide ABODE Homeless Engagement Access Team (HEAT), which conducts outreach to unhoused individuals who have moderate to severe mental health issues across 13 cities in the county on a bi-weekly basis, there is a need for more regular outreach and services that the SO/CM would provide specifically to Santa Clara residents. While ABODE's HEAT provides valuable countywide outreach, there is a need for more consistent, localized engagement in Santa Clara. The proposed SO/CM services will fill this gap by offering regular, housing-focused support specifically for Santa Clara residents. This will be the first time street outreach and case management services provided that are one hundred percent dedicated to Santa Clara.

Staffing costs and related benefits directly associated with the SO/CM program total \$276,307 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section. The operating costs include program supplies and client assistance, such as hygiene products, clothing, transportation, etc.

Temporary Hotel Program (THP)

Through a direct agreement with a hotel located in Santa Clara, WeHOPE will secure five rooms year-round for unhoused Santa Clara residents, with prioritized use for unhoused individuals who are actively participating in their case management program and working to transition into permanent housing, a shelter program, or another transitional housing opportunity. Participants may stay in a hotel room for up to 30 days.

While enrolled, participants will meet regularly with a case manager to review and advance their housing plan and receive meals and case management services that include all the services provided by the SO/CM team described above. A residential coordinator will also conduct regular wellness checks and room inspections to ensure compliance with program rules, including "no

visitors" and "good neighbor" policies.

Staffing costs, related benefits, and hotel-related expenses directly associated with the THP total up to \$300,322 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section.

Inclement Weather Hotel Program (IWHP)

The Inclement Weather Hotel Program provides up to ten (10) hotel rooms on a first-come, first-served basis for unhoused individuals residing in Santa Clara during City-activated inclement weather events, for up to 45 nights per year. Services include participant intake, wellness checks, meals, care coordination, and exit planning. WeHOPE staff will be on-call 24/7 during activations to ensure program rules are followed and ensure the health and safety of participants during the inclement weather event. They will have a room onsite during IWHP activations to assist with this coordination. The WeHOPE team will also conduct communications and outreach activities to inform unhoused individuals and service providers when the program is activated.

The City will determine when to activate the IWHP based on local conditions and will notify WeHOPE whenever an inclement weather event is declared. Consistent with the County's Inclement Weather and Excessive Heat Response Annexes, the City may activate the program at its discretion whenever forecast conditions pose a serious health risk, including but not limited to, overnight lows below 40 °F with at least a 5% chance of rain, two or more days of persistent or flooding-level rainfall, or National Weather Service "High" or "Very High" Health Risk alerts indicating prolonged, dangerous heat with little nighttime relief.

The proposed IWHP is based on research that City staff completed through consultations with several other jurisdictions experienced in administering similar programs. An inter-departmental team of City staff also met to identify a potential location for an overnight inclement weather location that would provide shelter during extremely hot or cold weather events, after the City's daytime warming or cooling centers close and discuss the involved logistics. These consultations have helped staff compare various emergency shelter models and determined that a non-congregate, hotel-based inclement weather shelter program operated by a service provider is more effective than establishing and administering a "pop-up" shelter in a City facility (e.g., library). Discussions with other jurisdictions revealed that operating "pop-up" shelters presents significant logistical challenges, including securing staffing, facility setup/cleanup, meal coordination, and potential scheduling conflicts at City facilities. In contrast, a hotel-based program operated by a service provider enables faster activation, provides greater participant privacy and safety than a congregate shelter setting, and a site location that is already dedicated for residential uses.

Staffing costs, related benefits, and hotel-related expenses for the IWHP total up to \$94,284 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section.

Stewardship of Hotel Sites

WeHOPE is responsible for establishing an agreement directly with local hotel(s) for the THP and IWHP and will submit all hotel partnership agreements, including the selection of the primary hotel site, to the City for prior review and approval. While WeHOPE intends to operate both programs in a single hotel, the unpredictability of inclement weather activations may at times require a secondary hotel for the IWHP. Additionally, as part of this agreement, WeHOPE will adhere to the hotel's

requirements for room occupancy and verify that individuals sharing a hotel room are family members or otherwise have an established prior relationship. WeHOPE has identified a hotel located in Santa Clara on El Camino Real as a primary hotel site.

Importantly, although the City did not receive any reports from neighboring jurisdictions with similar programs or WeHOPE about major incidents or major damages to hotel rooms in their respective hotel programs, this agreement designates funds for potential incidents: \$12,813 per year for THP hotel maintenance, supplies and repairs and \$5,625 per year for the IWHP rooms. These funds ensure resources are available should any issues arise.

Staffing

The described services will be facilitated through a team of homeless services specialists that includes:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- As Needed Residential Services Coordinators (THP and IWHP only)

WeHOPE will provide their staff regular training and development on topics, including but not limited to County OSH required trainings on use of the County's Homelessness Management Information System (HMIS) and HMIS enrollment, VI-SPDAT assessments, housing navigation, de-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources.

Policies

WeHOPE will be responsible for developing program policies and procedures tailored to the City's specific needs and priorities. City staff will review and approve these policies before services begin. At a minimum, these policies address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

Language and Interpretation Services

Of the 464 households affiliated with the City of Santa Clara that completed the County's VI-SPDAT assessment process between July 1, 2024 and June 30, 2025 (FY 2025), 5% identified as American Indian, Alaska Native, or Indigenous, 9% identified as Asian or Asian American, 19% identified as Black, African American, or African, 42% identified as Hispanic/Latina/e/o, 3% identified as Native

Hawaiian or Pacific Islander, and 27% identified as White (Non-Hispanic/Latina/e/o). To serve its diverse clientele, WeHOPE will make all program forms, including promotional materials such as flyers, available in English and Spanish. They will also ensure that translation and interpreter services are available. At the City's request, WeHOPE will provide program forms in additional languages.

City's Efforts to Reduce Homelessness and Its Impacts

By partnering with WeHOPE, the City will gain access to WeHOPE's extensive regional experience and deep understanding of local conditions and available resources to effectively implement proven programs tailored to address homelessness in Santa Clara. The three programs proposed in this agreement are informed by strategies outlined in the City's *Draft Citywide Plan to Reduce Homelessness and Its Impacts*, research on similar programs in neighboring cities, and input from multiple City departments, including the Community Development Department, Police Department, Library Department, Office of Emergency Management, and the City Manager's Office.

This agreement is a meaningful step forward in implementing the Council priority related to street outreach and expanding the City's homeless services. Implementation of the services proposed in this agreement supports key work items outlined in the City's Draft Citywide Plan to Reduce Homelessness and Its Impacts under Strategy Area 2: Increase availability of short-term shelter, permanent supportive housing, and Extremely Low Income (ELI) housing, and Strategy Area 3: Conduct proactive street outreach to engage people who are unsheltered and connect them to resources. Additionally, the programs fall under several categories of the County's Countywide Supportive Housing System, such as Outreach (SO/CM), Coordinated Entry System (SO/CM), and Emergency Shelter (THP and IWHP). Lastly, there's also a benefit of having one vendor manage all of the City's direct homeless services, which provides operational efficiencies.

It should be noted that funding for these programs beyond the initial two-year term has not yet been identified. As such, these are pilot programs that will be assessed for their effectiveness through performance measures outlined in the agreement, which include but are not limited to:

- 50 percent of clients will obtain the necessary documents to move into housing.
- 90 percent of clients will complete a housing plan within 90 days.
- At least 15 percent of enrolled clients will exit to temporary or permanent housing.

Staff will work on identifying potential funding sources to implement the programs long term as needed based on that assessment. The performance measures will be included as part of any future progress updates that staff provides to the City Council on the City's homelessness response plan.

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 proposed agreement has a not-to-exceed amount of \$1,702,326 for the initial two-year term (\$851,163 annually). The agreement will be funded entirely by the \$1,800,000 State grant that was

secured in 2023 for these services.

Below is a cost breakdown for the SO/CM, THP, and IWHP's annual costs:

Programs	Types of Expenses	Annual Cost
SO/CM	2.0 FTE Outreach Workers and 2.0 FTE Case Managers (Salary and Benefits)	\$276,307
THP	As needed Residential Services Coordinator (Salary and Benefits), Hotel Rooms, Hotel Maintenance, Supplies and Repairs, and Food for Clients	\$300,322
IWHP	As needed Residential Services Coordinator (Salary and Benefits), Hotel Rooms, Hotel Maintenance, Supplies and Repairs, and Food for Clients	\$94,284
Shared - Operating and Staff Costs	0.5 FTE Program Manager (Salary and Benefits), Insurance, IT Support, Staff Training, Equipment Rentals, Etc.	\$102,872
Shared - Overhead	10% Administrative Expense	\$77,378
Total Annual Cost		\$851,163

Hotel rooms and certain operating costs (e.g., THP and IWHP hotel rooms, THP and IWHP hotel maintenance, supplies and repairs, client assistance, staff training, insurance, program supplies, client assistance, etc.) are reimbursed based on actual usage/expenses.

As noted above, funding for these programs beyond the agreement term has not yet been identified. These services will be piloted and assessed through their respective performance measures. Staff will work on identifying potential funding sources to implement the programs long term based on that assessment.

COORDINATION

This report has been coordinated with the Community Development Department, City Manager's Office, City Attorney's Office and Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

Approve and authorize the City Manager to execute an agreement with WeHOPE for street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, on the terms presented with an initial two-year term and a maximum compensation not-to-exceed \$1,702,326, in a final form approved by the City Attorney.

Reviewed by: Christine Jung, Deputy City Manager and Afshan Hamid, Community Development Director

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Santa Clara County Homelessness Prevention System Flyer
2. Draft Agreement with WeHOPE

SANTA CLARA COUNTY HOMELESSNESS PREVENTION SYSTEM

SUPPORTED BY:



County of
Santa Clara



Need help? Call **(408) 926-8885** or email **info@preventhomelessness.org**

PARTNER AGENCIES



Emergency Family Shelter Support



Legal Support



Domestic Violence Advocacy Consortium



What is it?

The Homelessness Prevention System (HPS) program provides assistance to low-income families or individuals who are at risk of losing their housing, including: temporary financial assistance, legal support, case management and other services.

Who is eligible to receive HPS assistance?

All are welcome to apply regardless of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial or immigration status. No information about immigration status will be collected; citizenship or legal residency is not required for eligibility. The following guidelines are used to determine eligibility:

- Resident of Santa Clara County
- Low-income (based on federal guidelines, see table at right)
- Currently housed but at risk of losing housing within approximately 14 days, for example:
 - Can't pay upcoming rent
 - Received an eviction notice
 - Unsafe to remain in current housing
 - Must leave current housing for other reasons
- At high risk of homelessness based on a short assessment questionnaire

Homelessness Prevention System Income Eligibility

Household Size	Income Level Max
1	\$102,300
2	\$116,900
3	\$131,500
4	\$146,100
5	\$157,800
6	\$169,500
7	\$181,200
8	\$192,900

*Note: program eligibility is based on the established income limits for "low income households" in Santa Clara County, as defined by the U.S. Dept. of Housing and Urban Development as of 5/9/2024

How can I find out if I qualify?

You can get general information and find out how to schedule a 'pre-screening' appointment by calling (408) 926-8885, emailing info@preventhomelessness.org, or contacting any of the agencies listed on the back of this flyer. The pre-screening includes an interview and questionnaire, and generally takes 1-2 hours to complete. If you meet initial requirements, you will be asked to provide documentation confirming your eligibility.

What type of information will I need to provide?

Required documentation is flexible and may vary depending on your situation. In general, you will be asked to provide IDs for all household members, a lease agreement, income documentation for the last 2 months, and recent bills. If you don't have some of these documents, there may be other options. Any HPS agency can provide more information on specific documentation needs and work with you on your individual situation.

What if I don't qualify for HPS assistance?

Some agencies may have additional resources available to households at risk of homelessness. An agency representative will guide you to any resources that may be helpful.

How can I get connected to legal help?

Any HPS agency can refer you to the Law Foundation or Elevate Community Center, who will provide information and determine if you're eligible to receive free legal assistance. You can also contact them directly; see contact information on reverse.

Revised January 2025. For the most up to date information, please visit preventhomelessness.org.

Reach out to any of the following agencies to schedule an appointment.

HPS AGENCIES

These agencies can screen for eligibility AND provide services

Amigos de Guadalupe | San Jose
1897 Alum Rock Ave #35, San Jose, CA 95116
(408) 341-6080

Bay Area Community Health | San Jose
2726 Aborn Road, San Jose CA 95121
510-290-9297 • www.bach.health

Community Services Agency | Mountain View & Los Altos
204 Stierlin Rd, Mountain View CA 94043
(650) 968-0836

Family Supportive Housing | San Jose
692 North King Road, San Jose CA 95133
(408) 926-8885

HomeFirst | San Jose
1509 Agnew Road, Santa Clara, CA 95133
hpsinfo@homefirstscc.org
www.homefirstscc.org

Housing Choices | San Jose
20 Great Oaks Blvd, #205, San Jose, CA 95119
408-498-5777 • www.housingchoices.org

International Children Assistance Network | San Jose
2072 Lucretia Ave, San Jose, CA 95122
(408)480-5502 or (510)592-7901 • hps.renthelp@ican2.org

Latinas Contra Cancer | San Jose
25 N. 14th St, #900, San Jose, CA 95112
(408) 280-0811 • latinascontracancer.org

LifeMoves - Opportunity Center | Palo Alto
33 Encina Ave, Palo Alto CA 94301
(650) 853-8672 x 438

LifeMoves - Georgia Villa | San Jose
184 South 11th Street, San Jose CA 95112
(408) 271-0685 x 641

Sacred Heart Community Service | San Jose
1381 S. 1st St, San Jose CA 95110

The Salvation Army | San Jose
359 N. 4th St, San Jose CA 95112
(408) 282-1165

St. Joseph's Family Center | Gilroy
7950 Church Street, Suite A, Gilroy CA 95020
(408) 842-6662 x21

Sunnyvale Community Services | Sunnyvale & Alviso 95002
1160 Kern Ave, Sunnyvale CA 94085
(408) 738-4321

West Valley Community Services | Cupertino
10104 Vista Dr, Cupertino CA 95014
(408) 255-8033

HPS AGENCIES FOR SURVIVORS OF DOMESTIC VIOLENCE (DV), HUMAN TRAFFICKING (HT), OR SEXUAL ASSAULT (SA) ONLY

These agencies can screen for eligibility and provide services to people needing assistance with issues of DV, HT, or SA

AACI - Asian Americans for Community Involvement (DV, HT) | San Jose
24-hour hotline: (408) 975-2739

Community Solutions (DV, HT, SA) | Morgan Hill
24-hour hotline: (877) 363-7238

Next Door Solutions (DV) | San Jose
24-hour hotline: (408) 279-2962

YWCA (DV, HT, SA) | San Jose
24-hour hotline: (800) 572-2782

LEGAL SUPPORT

Any HPS agency can refer you to these agencies, who will provide information and determine if you're eligible to receive free legal assistance.

The Law Foundation
(408) 280-2424 | lawfoundation.org/housing

Elevate Community Center
(408) 357-9538 | www.elevatecommunitycenter.org/legal

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEHOPE**

PREAMBLE

This Agreement dated _____ (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and WeHOPE, 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 street outreach and essential homeless services (“Services”) more fully described in Exhibit A of this Agreement, 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.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor will 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

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 will govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement, the Initial Term of this Agreement will begin as of the November 17, 2025 and end November 16, 2027.
- B. Upon expiration of the Initial Term, this Agreement may be extended by mutual written agreement of both Parties, formalized through an amendment to this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor will perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from material defect and will conform in all material respects 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 will 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 will pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation for the Initial Term of this Agreement is One Million, Seven Hundred Two Thousand, Three Hundred Twenty-Six Dollars (\$1,702,326), which will be divided across the Initial Term, as follows:

For the period beginning as of the Effective Date and ending on June 30, 2026, the maximum compensation will not exceed Eight Hundred Fifty-One Thousand, One Hundred Sixty-Three Dollars (\$851,163).

For the period beginning on July 1, 2026, and ending on June 30, 2027, the maximum compensation will not exceed Eight Hundred Fifty-One Thousand, One Hundred Sixty-Three Dollars (\$851,163).

These maximum compensations are 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 will be at Contractor's expense. Contractor will not be entitled to any payment above the maximum compensation under any circumstance.

In the event the Agreement is amended to extend the term, as permitted in Section 2 (Term of Agreement), the maximum compensation will be negotiated by City and Contractor and formalized through an amendment to this Agreement.

7. TERMINATION

- A. Termination for Convenience. City will 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 thirty (30) days' written notice to Contractor, provided that Contractor fails to cure such default within such thirty (30) day period.
- C. Upon termination, each Party will 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 will not be assigned or transferred without the prior written approval of City. Contractor will not hire subcontractors without express written permission from City. Contractor will 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 will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will 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 will be held confidential by Contractor and will 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 will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will 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 will be the property of City but Contractor may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Contractor will 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 will 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 will be disallowed by City. Contractor will 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 will 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, provided that such indemnity will not apply to damages caused solely by the City or its agents where Contractor does not direct or require the acts or omissions by the City or its agents giving rise to liability. – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will 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, will 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 will 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 will 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 will 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 will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Adam Marcus
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at amarcus@santaclaraca.gov

And to Contractor addressed as follows:

WeHOPE
1854 Bay Road
East Palo Alto, CA 94303
and by e-mail at pbains7@wehope.org

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor will 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 will 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 will 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 will 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 will 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 will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will 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 will be deemed to be an original, but both of which will constitute one and the same instrument.

Signatures on next page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÓVAN D. GROGAN
City Manager, City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WEHOPE
a California corporation

Dated: _____

By (Signature): _____

Name: Pastor Paul Bains

Title: President

Principal Place of Business Address: 1854 Bay Rd
East Palo Alto, CA 94303

Email Address: Pbains7@wehope.org

Telephone: (650) 779-4632

Fax: (650) 330-8010

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

Contractor will provide street outreach and essential homeless services to the City's unhoused populations as described below:

1. PURPOSE

- 1.1. Contractor will provide Services to the City's unhoused populations through coordination and management of the programs listed below ("Programs").

**Street Outreach and Case Management Program ("SO/CM")
Temporary Hotel Program ("TPH")
Inclement Weather Hotel Program ("IWHP")**

The goal of these Programs is to establish supportive relationships with people experiencing homelessness and provide linkage to key resources, case management, and temporary shelter. The specific services provided for each program are more fully described below.

2. ELIGIBLE PARTICIPANTS

- 2.1. Contractor will offer and provide Services to unhoused adults, youth, including Transitional Age Youth (TAY), and families in the City of Santa Clara ("Clients"). For the purposes of this Agreement, unhoused people are defined as those persons who do not have a primary, fixed nighttime residence and are living in a place not meant for human habitation (i.e. sleeping outdoors, in a vehicle, or encampment). The specific population served may vary per program.
- 2.2. Participation in any of the Programs is entirely voluntary. Clients are not required to be sober from drugs and/or alcohol, to have completed or be currently enrolled in a treatment program, to be compliant with prescribed medications, or to have income or employment to qualify for Services.

3. PROGRAM HOURS

Regular operations for all Programs under this Agreement will occur seven days per week, between 8:00am and 5:00pm, Monday through Friday, and 8:30am and 5:00pm on Saturdays, Sundays, and all Holidays. The City may request adjustments to these hours as needed upon written notice to Contractor.

4. PROGRAM STAFFING

The Programs and Services included in this Agreement will be facilitated through a single team of homeless services specialists, more fully described below:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- 2.0 FTE Residential Services Coordinators (**TPH and IWHP only**)

Contractor will ensure that the Programs are staffed at no less than 90% of the regular staffing levels listed above at all times.

5. PROGRAM DESCRIPTIONS

Contractor will provide all Services in accordance with the principles described in Appendix A – Core Principles, attached and incorporated into this Scope of Services. The specific Services included in each Program are listed below.

5.1. Street Outreach and Case Management Services

SO/CM Services will be provided at regular, recurring locations where unhoused people are known to congregate, and at other locations as requested by the City and at a minimum include:

- 5.1.1.** A formal intake process, including review of the Program Participant Agreement, prepared by Contractor, signed acknowledgement of Program Rules, and signed Release of Information, consistent with the version used by Santa Clara County's Homeless Management Information System ("HMIS").
- 5.1.2.** Administration of the Vulnerability Index Specialized Prioritization Decision and Assessment Tool ("VI-SPDAT")
- 5.1.3.** Linkage to the Santa Clara County Coordinated Entry System for access to shelter and housing opportunities
- 5.1.4.** Client enrollment in the Santa Clara County HMIS for consenting and eligible Clients
- 5.1.5.** Administration of housing assessments, development of housing plans, assistance with housing applications, and general housing navigation support
- 5.1.6.** Referrals to medical and behavioral health services
- 5.1.7.** Distribution of hygiene kits and other supplies
- 5.1.8.** Linkage to additional services and resources, including but not limited to the City's mental health care coordination service, Santa Clara County's Behavioral Health Services Department ("BHSD"), and Office of Supportive Housing ("OSH")
- 5.1.9.** Transportation to housing, medical, benefits, and other appointments
- 5.1.10.** Public benefits enrollment support, including assistance with acquiring required documentation, post-public benefits enrollment support, and guidance on maintaining public benefits
- 5.1.11.** Interventions that may support Client's ability to secure temporary or permanent housing opportunities, such as coaching on overdose prevention, crisis de-escalation, self-sufficiency skills, goal setting, and other key interventions as identified through the course of a Client's involvement in SO/CM
- 5.1.12.** Placement coordination into the THP and IWHP
- 5.1.13.** Collaboration with the City during inclement weather events to notify unhoused individuals of local warming and cooling centers, room availability in the City's IWHP or other available shelter opportunities, provide transportation to

respective locations, provide wellness checks, and distribute supplies (e.g. blankets, ponchos, water bottles, etc. depending on the weather event)

5.2. Temporary Hotel Program

At a minimum, THP services will include all of the Services provided in the SO/CM program, as well as:

- 5.2.1.** Partnership with a hotel located within City limits for up to five (5) hotel rooms, that are reserved for the purposes of providing temporary lodging for unhoused individuals. THP rooms may be used by an individual for up to thirty (30) consecutive days. An additional room may be assigned to a Residential Services Coordinator, if in Contractor's discretion it is determined that overnight supervision of the Program is needed.
- 5.2.2.** Room assignment coordination to include safety information, general orientation to the site, and pre-screening Clients to ensure they are appropriate for participation in the Program and room-sharing. Contractor will ensure family members are assigned shared rooms.
- 5.2.3.** Regular check-ins with all THP Clients
- 5.2.4.** Provide a minimum of two (2) meals per Client per day. Contractor will ensure all food is properly heated and refrigerated as appropriate for distribution and will assign at least one staff member with a valid Food Safety Certification to oversee all food handling and distribution services. Additionally, Contractor will maintain daily tracking logs of meal distribution per Program.
- 5.2.5.** Conduct exit planning, including but not limited to coordination with outside service providers to support Client's transition to a more permanent setting
- 5.2.6.** Provide 24/7 on-call support by a management level staff for prompt guidance and response to critical incidents

5.3. Inclement Weather Hotel Program

The City follows the Inclement Weather Annex and Excessive Heat Response Annex to the County's Emergency Operation Plan. In accordance with the County's activation trigger thresholds for an inclement weather event, the City may activate an inclement weather event if any of the following conditions are present:

- Overnight low of 40 degrees or lower, with a probability of rain of at least 5%.
- Overnight low of 45 degrees or lower with a 50% or higher probability of rain.
- Persistent rainfall expected for two or more days and/or rainfall with flooding and/or soil oversaturation that could cause land movement that would create life-threatening conditions for those living in or along affected areas.
- When the National Weather Service deems a High Risk for much of the population, especially for those who are heat sensitive and those without effective cooling, and/or adequate hydration, and/or a Very High Risk for the entire population due to long duration heat, with little to no relief overnight in accordance with the National Weather Service's HeatRisk Value Product.

City will use its discretion to activate an inclement weather event as conditions specific to the City applies. City will provide notice to Contractor of activation of an inclement weather event, after which Contractor will provide the following services:

- 5.3.1.** Partnership with a hotel located within City limits for up to eleven (11) hotel rooms that are reserved for the purposes of providing lodging for unhoused individuals and Program staff during inclement weather events. One (1) of the 11 rooms will be provided for a Residential Services Coordinator for each activation of the IWHP. The City does not anticipate activating the IWHP in excess of 45 total days per year, which equates to 450 rooms per year.
- 5.3.2.** All of the Services provided in SO/CM and THP
- 5.3.3.** Additional street outreach services to provide notice directly to unhoused individuals, as well as advocate organizations, nonprofit providers, and other relevant parties through social media channels, website updates, and other methods that may be available

6. Stewardship of Hotel Sites

Contractor will be solely responsible for securing partnerships with local hotels for the purposes of the THP and IWHP. Contractor will partner with hotels that are within the City of Santa Clara, unless during an inclement weather event there are no vacancies in partner hotels. In such cases, Contractor will partner with hotels that are as close to City limits as possible, preferably within five (5) miles. Additionally, Contractor will:

- 6.1.** Limit occupancy per hotel room to a maximum of four (4) Clients, unless hotel policy states a maximum of less than 4, in which case the hotel policy will apply
- 6.2.** Provide copies of hotel partnership agreements and any amendments for review and approval by the City prior to execution
- 6.3.** Secure alternative agreements if the primary hotel cannot provide rooms at the required quantities or has been determined to be unfit for the purposes of this Agreement, including due to issues regarding the health and safety of Clients
- 6.4.** Provide immediate notification to the City of any change in hotel site for either program
- 6.5.** Adhere at all times to the terms and conditions stated within Contractor's hotel partnership agreements
- 6.6.** Provide immediate notification to the City of any event that could impact the term of the hotel agreement, including but not limited to breach of contract by either party or failure to renew the agreement

7. GENERAL REQUIREMENTS

In addition to the Services stated above, Contractor will adhere to each of the following requirements for all Programs, unless otherwise specified below.

7.1. Case Management Ratio:

For all Programs included in this Agreement, Contractor will actively monitor Case Manager caseloads, ensuring a maximum ratio of twenty-five (25) standard case management clients per 1.0 FTE Case Manager. For caseloads that include clients requiring more intensive support, the maximum ratio may be reduced to seventeen (17) clients per 1.0 FTE case manager. Approval of a reduced caseload will be upon the sole discretion of Contractor.

7.2. Supervision: Contractor will ensure street outreach/case management staff have regular access to supervision and case conferencing to ensure staff are properly supported and providing appropriate services based in Client need.

7.3. Policies: Contractor will develop and maintain written policies that specify the rules and operations for each Program. Contractor will provide drafts of the policies for review and approval by the City. Final copies of all policies will be provided to the City upon completion, and Contractor will provide no less than thirty (30) days' notice to any updates to established policies.

At a minimum, Contractor will maintain policies that address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

7.4. Staff Training: Contractor will provide staff with regular training and development on topics, including but not limited to:

- County of Santa Clara OSH required trainings on use of the County's HMIS and HMIS enrollment
- VI-SPDAT Assessments and Housing Navigation
- De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources

7.5. Critical Incident Reporting: Contractor will report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to City staff. Critical incidents include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, or other critical incident involving Contractor staff or program Clients of the SO/CM, THP, and IWHP.

7.6. Language and Interpretation Services: Contractor will make all program forms, including promotional materials such as flyers, available in English and Spanish. Contractor will ensure that translation and interpreter services are available. Contractor will address the needs of and provide services to the served population who primarily speak language(s) other than English. At the City's written request, Contractor will provide program forms, including promotional materials, in additional languages.

7.7. Coordination With City: Upon the request of the City, Contractor will coordinate the provision of Services with City departments and partner agencies, including but not limited to, the County of Santa Clara. Coordination may additionally include participation in meetings with City departments and/or partner agencies for the purposes of reporting on Services and generally on issues of homelessness in the City. City will provide advance notice of meeting dates and times to ensure Contractor's availability to participate.

7.8. HMIS Compliance

Contractor will coordinate with the County of Santa Clara to maintain access to the County's Homeless Management Information System (HMIS), or any future systems/databases required by the County to submit homeless services data. Contractor will ensure compliance with the County's HMIS or future system requirements at all times.

7.9. Program Monitoring

Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives. Monitoring of program participation in the County's HMIS may include, but is not limited to, data quality reports from the County's HMIS, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

7.10. Fiscal Compliance and Contract Monitoring

Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs).

8. PERFORMANCE MEASURES

Contractor's performance toward intended Program goals will be measured according to the following criteria:

8.1. SO/CM Program

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 90% of Clients on their caseload at least once per week and document their efforts in the County's HMIS.	Number of unduplicated Clients on caseloads and number of weekly case management sessions they received in the reporting period.	90% of Clients on a caseload will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.
C	Contractor will track quantity of individuals declining services and the reasons for declining outreach services.	Number of unduplicated Clients that declined outreach services during the reporting period.	Information purposes only. Contractor will provide a narrative description of common reasons clients provide for declining services in the Quarterly Reports.
D	Contractor will work with case managed Clients to complete a VI-SPDAT assessment.	Number of unduplicated Clients that completed a VI-SPDAT assessment in HMIS.	A minimum of 50% of Clients will have completed VI-SPDAT assessment in HMIS.
E	Contractor will work with case managed Clients to complete a housing plan.	Number of unduplicated Clients who complete a housing plan.	90% of Clients engaged in services will have completed a housing plan within the first 90 days.
F	Contractor will work with case managed Clients to secure permanent or temporary shelter.	Number of unduplicated Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of enrolled Clients will exit to temporary housing destinations (e.g., emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.).
G	Contractor will work with case managed Clients to enroll in, maintain, or increase	Number of enrolled case managed Clients who are enrolled in, maintain, or	A minimum of 50% of enrolled Clients will be connected to, maintain, or increase benefits such as

	benefits such as County General Assistance, CalFresh, SSI, etc.	increase benefits in the reporting period.	County General Assistance, CalFresh, SSI, etc.
H	Contractor will work with case managed Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of enrolled case managed Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	50% of Clients engaged in case management services will become obtain the necessary documents to move into housing.
I	Contractor will work with case managed Clients to obtain health insurance.	Number of Clients who have enrolled in health care services within the reporting period.	A minimum of 50% of enrolled case managed Clients will have enrolled in health care services.
J	Contractor will conduct at least 3,000 encounters and wellness checks annually, as verified by the County's HMIS. The City recognizes that changing departmental priorities will impact the number of encounters and wellness checks conducted by Street Outreach staff.	Annual unduplicated and duplicated number of Outreach encounters.	At least 3,000 outreach encounters (duplicated and unduplicated) will occur annual.

8.2. THP

	Activities	Measures	Service Objective
A	Contractor will ensure that Case Managers contact 100% of hotel program Clients on their caseload a minimum of six days a	Number of unduplicated Clients on caseloads and number of case management sessions	100% of hotel program Clients on a caseload will have documented contact by a case manager a minimum of once a

	week and document their efforts in the County's HMIS.	they received in the reporting period.	week as reflected in the County's HMIS.
B	Contractor will work with 100% of hotel stay Clients to complete a housing plan.	Number of unduplicated Clients who complete a housing plan.	100% of hotel stay Clients will have completed a housing plan during their program stay.
	Contractor will work with hotel stay Clients to secure temporary or permanent housing.	Number of unduplicated Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of enrolled Clients will exit to temporary housing destinations (emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.)
C	Contractor will work with hotel stay Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of hotel stays Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	A minimum of 50% of hotel stay Clients will obtain the necessary documents to move into housing.

8.3. IWHP

	Activities	Measures	Service Objectives
A	Activity: Contractor will provide intake and program orientation to all new Clients and updates for returning Clients in a new stay.	Monthly Reporting: Number of duplicated and unduplicated Clients served per inclement weather event Monthly Reporting: Number and percentage	Goal: 100% of the IWHP Clients will have received an intake and program orientation during each program activation as reflected in the County's HMIS.

		of unduplicated Clients who have received an intake and program orientation during each program activation.	
B	Activity: Contractor will conduct daily counts and wellness checks for all IWHP Clients.	Monthly Reporting: Number and percentage of unduplicated Clients who received wellness checks daily.	Goal: 100% of all IWHP Clients will have a daily wellness check.

9. **Reporting Requirements**

Contractor will provide regular progress updates to the City, as further described below.

9.1. Quarterly Performance Reports that will include at a minimum:

9.1.1. Total number of unduplicated Clients served during the reporting period

9.1.2. Progress toward each of the Performance Measures listed in Section 8. (Performance Measures).

9.1.3. A narrative description of trends, successes, and challenges observed during the reporting period, including the primary reasons given for declining Services.

9.2. Annual Performance Reports that combine all of the previously submitted data from the Quarterly Performance Reports and provide an overall summary of the contract activities, trends, successes, challenges, and recommendations for improvement.

9.3. Quarterly and Annual Performance Data will be submitted by Contractor in the City's database, *City Data Services*, according to the schedule below. City will provide Contractor with access and training on the database as needed.

Reporting Period		Quarterly Report Due in CDS
Q1	July August September	October 15
Q2	October November December	January 15
Q3	January February March	April 15
Q4	April May June	July 7
Annual Performance	July - June	July 7

Data		
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9.4. Contractor will provide ad hoc reports as requested by the City.

Appendix A CORE PRINCIPLES

Contractor will provide the Services within this Agreement in alignment with the principles and practices.

Housing First

Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Contractor services and operations will align with the Core Components of Housing First as defined in [California Welfare and Institutions Code, section 8255](#). This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant's loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, and use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of the populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Contractor will require their teams conduct Services using

effective communication, including whenever possible in Client's preferred language, and at the appropriate, educational and literacy levels, and in the context of the individual's cultural identity.

EXHIBIT B SCHEDULE OF FEES

1. FEES

Contractor will be compensated for Services through reimbursement of the salaries, benefits and operating costs associated with the provision of Services. A detailed breakdown of the reimbursable budget categories and maximum allowable compensation per category is provided in Table 1 below, entitled "Annual Services Budget". The City may approve in writing the transfer of amounts between any of the budget categories provided the total maximum compensation is not exceeded. Contractor will not exceed any of the specified amounts for any budget category without prior written authorization from the City.

2. INVOICE AND PAYMENT

2.1. Contractor will invoice City on a monthly basis for the expenses incurred by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

2.2. Reimbursement to Contractor is limited to the maximum compensation allowable per budget category, as listed in Table 1. The City will reimburse these expenses at actual cost only.

2.3. Contractor will itemize each invoice and provide the following supporting documentation, at a minimum:

2.3.1. Expenses incurred per budget category listed on the Annual Services Budget (Table 1)

2.3.2. The number of nights per hotel room billed during the invoice period. Invoices will also indicate whether rooms were used for the THP or the IWHP

2.3.3. A brief narrative of any relevant activities or updates from the period being invoiced

2.4. Invoices will be due according to the dates below

Invoice Period	Invoice Due Date w/ Supporting Documentation
July	15-Aug
August	15-Sep
September	15-Oct
October	15-Nov
November	15-Dec
December	15-Jan
January	15-Feb
February	15-Mar
March	15-Apr

April	15-May
May	15-Jun
June	July 7 (Due early due to year-end processes)

- 2.5.** City will pay Contractor within sixty (60) days of receipt of an approved invoice. Payments made after such sixty (60) day period will be subject to a 1.5% per month interest penalty payment (in addition to all outstanding amounts due) or, if less, the maximum amount of interest allowable by law.

TABLE 1
ANNUAL SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Additional Information
Outreach Worker	\$ 104,000	2.0	\$25.00/hour * 2080 hrs * 2.0 FTE
Case Manager	\$ 120,640	2.0	\$29.00/hour * 2080 hrs * 2.0 FTE
Program Manager	\$ 36,400	0.5	\$35.00/hour * 2080 hrs * 0.5 FTE
Residential Service Coordinator – THP and IHWP	\$ 21,600	2.0	\$30.00/hour * 16 hrs * 45 days
Benefits @ .23	\$ 65,007		
subtotal personnel	\$ 347,647	6.5	
Operating Expenses			
THP - Rental of Property - 5 RMS	\$ 228,125		NTE \$125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	\$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	\$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP	\$ 56,250		NTE \$125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP STAFF	\$ 5,625		Staff Room: 1 room at \$125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	\$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	\$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	\$ 22,500		Reimbursable up to out-of-pocket cost
Staff Training	\$ 1,700		Reimbursable up to out-of-pocket cost
Staff Gas Reimbursement	\$ 2,500		Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	\$ 9,600		Reimbursable up to out-of-pocket cost
IT Communication Operations, Support/Maintenance	\$ 7,500		Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	\$ 3,500		Reimbursable up to out-of-pocket cost
Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	\$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	\$ 426,138		
Admin Expense			
10% indirect cost	\$ 77,378		
subtotal admin expense	\$ 77,378		
Total Expenses	\$ 851,163		

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 will 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 that cover all Services required under this Agreement. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will 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 on an occurrence basis. Policy limits, terms, and conditions are subject to review, but will in no event be less than, the following:

\$5,000,000 Each Occurrence for Bodily Injury and Property Damage
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal and Advertising Injury
2. Exact structure and layering of the coverage will be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.
3. The following provisions will apply to the Commercial General Liability policy as well as any umbrella/excess liability policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; except a Named Insured versus Named Insured version may be permissible; and
 - c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.
 - d. There will be no exclusions which preclude coverage for claims or suits including, but not limited to, assault, battery, molestation, sexual abuse, human trafficking, narcotics.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$2,000,000) combined single limit. Business automobile liability coverage should apply to all owned (if any), non-owned, leased, and hired vehicles, including, but not limited to, automobiles, trucks and trailers..

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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 will 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).

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will 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 will be in an amount of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) aggregate. Any coverage containing a deductible or self-retention must first be disclosed in writing by the City Attorney's Office. If coverage is provided on a claims made basis, the policy shall have a retroactive date that precedes the start of the work and shall remain in effect or provide for an extended reporting period for three years following completion of the work.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of the commercial general liability and, business automobile liability policies.

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. The commercial general liability coverage must provide, 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. The business automobile liability coverage must provide Insurance Services Office (ISO) Endorsement CA 20 48, or its equivalent.

All the following clauses and/or endorsements, or similar provisions, must be part of each required insurance policy.

2. Waiver of Subrogation. In favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.
3. Primary and non-contributing. Each insurance policy provided by Contractor will 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 will be considered excess insurance only and will not be called upon to contribute with Contractor's insurance.
4. Cancellation.
 - a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will 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 will be given at least ten (10) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy will 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 will 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 will be given at least thirty (30) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City 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 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. 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 will, 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 will 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) will, 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 will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor will 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 will 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 will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor will 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 will be mailed to:

EBIX Inc.

City of Santa Clara – Planning

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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

- J. By requiring the minimum insurance coverage set forth in this Exhibit C, the City does not assume any responsibility for the adequacy of such coverage or confirming Contractor's compliance therewith. Delivery or acceptance of a certification of insurance not meeting the requirements of this provision shall not be deemed to waive any of Contractor's requirements hereunder.



Agenda Report

25-1037

Agenda Date: 11/4/2025

REPORT TO CITY COUNCIL

SUBJECT

Action on the 3905 Freedom Circle Public Park Updated Schematic Design (Greystar Development)

BACKGROUND

The Santa Clara City Code 17.35 requires new residential development to dedicate parkland and/or pay in-lieu fees. Greystar Real Estate Partners submitted an application (File No. PLN2017-12516) to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and a rezoning to Planned Development (PD) to allow for a new residential mixed-use development (Project). The City Council approved the General Plan Amendment and rezoning at a hearing on June 7, 2022. The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104-40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is also part of the proposed General Plan - Freedom Circle Focus Area under a separate development process by the City that encompasses 108 acres in northern Santa Clara.

The Project proposes the construction of 1,079 apartment units and will meet its parkland dedication requirements through, (1) the development of an 87,728 square foot (2.014 acres) public park with a connection to the San Tomas Aquino Creek Trail, (2) the installation of private recreational amenities, and (3) the payment of in-lieu fees for the remaining balance. The park will be dedicated to the City in fee title once the improvements have been inspected and accepted by the City. The developer will construct all public park improvements in accordance with the City's design criteria and standard specifications and will maintain the park, in perpetuity, following dedication.

The Schematic Design Master Plan approved by City Council on February 22, 2022 ("Original Plan") for the public neighborhood park included the following features:

- A ½-acre natural grass field
- Landscaped and furnished park-like quiet area
- Playground for children ages 2-5 and 6-12
- A basketball court
- A family picnic area with tables and barbeques
- A bocce court
- An enclosed off-leash dog area with separate areas for small and large dogs
- Pathways, trees, and landscaping
- A connection to the San Tomas Creek Trail.

The Original Plan also included twenty off-street parking stalls for park visitors to be split between Buildings B and C.

Prior Parks & Recreation Commission and City Council Action

On September 21, 2021, the Parks & Recreation Commission reviewed the community input and the proposed Schematic Design. After discussion, the Commission unanimously recommended that the City Council approve the Original Plan (Attachment 1).

The City Council reviewed and approved the Parks & Recreation Commission's recommendation and adopted the proposed Original Plan (Attachment 2) on February 22, 2022.

DISCUSSION

On October 20, 2025, staff brought back the park design to the Parks & Recreation Commission for review of updates made to the Original Plan. These updates are necessary due to a utility conflict involving existing overhead electric transmission and distribution lines, as well as associated guy wires, which encroach into the Emergency Vehicle Access (EVA) lane. In accordance with the Fire Department's Conditions of Approval, these utility lines must be cleared prior to permit issuance and fully resolved prior to first occupancy. The developer has been working with Silicon Valley Power (SVP) to address the required modifications.

The relocation and reconfiguration of the transmission and distribution lines within the EVA lane were not included in the Original Plan or the system impact analysis and addressing those changes necessitated modification of the Original Plan.

To resolve the conflict, several alternatives were explored. The only solution acceptable to both SVP and the Fire Department was to shift the curb along the San Tomas Aquino Creek Trail inward toward the property line and park. This adjustment results in a 6.5-foot reduction in the width of the park on the side closest to the creek. To preserve the Original Plan acreage, the park will expand by approximately one foot toward Building B and approximately one foot toward Building C.

Additional modifications include:

- Repositioning park benches
- Relocating the trash enclosure further inward
- Realigning the off-leash dog area to fit the revised sidewalk and trash enclosure layout, while maintaining the same size as in the Original Plan.

These adjustments preserve the total square footage of the off-leash dog area as originally approved by City Council, while ensuring compliance with public safety and utility requirements.

Additionally, twenty off-street parking stalls for park visitors were originally proposed to be split between Buildings B and C; however, all of them have since been relocated to Building B, which also houses two public restrooms.

During the October 20, 2025, meeting, the Parks & Recreation Commission reviewed the updated schematic design (Attachment 3) and considered a recommendation to City Council to approve the proposed revisions to the park design. The Parks & Recreation Commission unanimously approved a recommendation to approve the revised schematic design, with the condition that parking signage is included.

Council will review the Parks & Recreation Commission's recommendation to approve the proposed

park design revisions included as Attachment 4. If Council approves the revised design, the developer will complete the construction documents for building permit, execute Park Construction and Park Maintenance agreements, complete the improvements to the satisfaction and acceptance of the City, and record the parcel dedication with the County of Santa Clara. Public park improvements will be constructed by the developer to the City's design criteria and standard specifications and will be maintained by the developer after dedication. The Park Construction and the Park Maintenance agreements will be brought back to City Council for consideration at a later date.

ENVIRONMENTAL REVIEW

The impacts of the Greystar project, including the Original Plan, were analyzed in an Environmental Impact Report (EIR) that was prepared for the Freedom Circle Focus Area and Greystar General Plan Amendment (case file PLN2017-12516) in accordance with the California Environmental Quality Act (CEQA). The EIR and Notice of Availability were circulated for a 45-day period from November 5, 2021, to December 20, 2021, in accordance with CEQA requirements. The EIR indicated that the development of the Greystar Project would contribute to an increase in demand for parkland, but that the impact would be mitigated to a less-than-significant level with the payment of in-lieu fees and the provision of dedicated parkland as depicted in the Original Plan. The EIR incorporates project-specific conditions into the Mitigation Monitoring and Reporting Program (MMRP) requiring this mitigation. As the proposed Park plan would result in the same amount of land dedicated to the City as under the Original Plan, the proposal would not result in any new significant environmental effects or increase the severity of any previously identified effects. The EIR did not identify any secondary impacts associated with park construction, and the Park layout changes are unlikely to present any difference in the impacts resulting from construction.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action, other than staff time budgeted in the Parks & Recreation Operating Budget for minor administrative tasks related to the operation of the public park as part of the City's overall park system. The developer will construct the public park improvements, provide a park sign, and maintain the park for the life of the park, all to City standards and at no cost to the City.

COORDINATION

This report has been coordinated with the Community Development Department, the Finance Department, the City Attorney's Office and the City Manager'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 3905 Freedom Circle Public Park Updated Schematic Design.

Prepared by: Gina Saporito, Staff Analyst

Reviewed by: Damon Sparacino, Director, Parks & Recreation Department

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. RTC #21-1020: Consideration of the Schematic Design for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)
2. RTC #22-197: Action on the Parks & Recreation Commission's Recommendation to Approve the Schematic Design-Master Plan for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)
3. RTC #25-982: Consideration of the Revised Council-Approved Schematic Design for the New Public Neighborhood Park at 3905 Freedom Circle
4. 3905 Freedom Circle Public Park Updated Schematic Design



Agenda Report

21-1020

Agenda Date: 9/21/2021

REPORT TO PARKS & RECREATION COMMISSION

SUBJECT

Consideration of the Schematic Design for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)

BACKGROUND

The Santa Clara City Code 17.35 requires new residential development to dedicate parkland and/or the payment of in lieu fees. Greystar Real Estate Partners submitted an application to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and Planned Development (PD) rezoning to allow for a new residential mixed-use development (Project). The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104-40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is also part of the proposed General Plan - Freedom Circle Focus Area under a separate development process by the City that encompasses 108 acres in northern Santa Clara.

The Project proposes to construct 1,075 apartment units and will meet its parkland dedication requirements through an 87,728 square foot (2.014 acres) public neighborhood park with connection to the San Tomas Creek Trail. The public park will be dedicated to the City in fee title. Public park improvements will be constructed by the developer to the City's design criteria and standard specifications and will be maintained by the developer after dedication.

The Schematic Design for the public neighborhood park features: a ½-acre natural grass field, landscaped and furnished park-like quiet area, playground for children ages 2-5 and 6-12, a basketball court, a family picnic area with tables, barbeques, and a bocce court, an enclosed off-leash dog area with separate areas for small and large dogs, pathways, trees, landscaping, and a connection to the San Tomas Creek Trail. Twenty off-street parking stalls for park visitors are proposed to be provided in Buildings B and C. The proposed Schematic Design was reviewed by the Parks & Recreation Department, and as configured, meets the Department's research based best practices and requirements for public park design, such as: inclusive, age-friendly, sustainable design elements; support for an active recreation program; playgrounds that contain all elements of play; public access from public right of way that provides safe routes & pathway connectivity to and through the park; off street parking; adjacent restroom; place-making; natural habitat value; approved plant palette; consideration for efficient and effective operation and lifecycle maintenance.

On July 20, 2021, Manuela King, President of RHAA Landscape Architecture and Planning (RHAA) provided a presentation to the Parks & Recreation Commission. The Commission provided input on the proposed Schematic Design, including requesting the option for a multi-use sports court (pickleball, volleyball, other), and recommending that additional public input be solicited through social media channels, an in-person meeting, and an online community survey. The Commission deferred action on a recommendation to City Council to approve a preferred schematic design until

the September 2021 regular meeting.

DISCUSSION

On Saturday August 21, 2021, RHAA and City Parks & Recreation Staff conducted community outreach and collected public input on the park design at the Citywide special event Celebrate Santa Clara, in Central Park with approximately 150 responses from all ages including children. In addition, from August 19 until September 2, 2021, an online survey was hosted on the City website which collected 342 responses representing over 17 hours of public comment. The top three elements favored for use were the trail connection (51%), open lawn space (46%), and the picnic and BBQ areas (43%). Over 47% favored a multi-colored play structure for ages 2-5. Over 69% favored use of resilient surfacing in the play space. Most respondents envisioned driving to the park (66%), and 50% imagined visiting the park often or frequently. The features and amenities seem to support those activities most desired. While the survey also indicated various other potential popular activities, the space available would not be able to accommodate additional activities such as a disc golf course at this park location without displacing or impacting the other primary and more desirable park amenities.

At the September 2021 Regular Meeting, the Commission will review community input and an updated Schematic Design (Attachment 1) and make a recommendation to Council to approve the preferred Schematic Design for the neighborhood park.

ENVIRONMENTAL REVIEW

The review of the schematic design of a new public neighborhood park does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

The impacts of the Greystar General Plan Amendment, development proposal and Freedom Circle Focus Area will be described in an Environmental Impact Report provided to the Planning Commission and City Council in their consideration of the approval of the project.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action. The developer will construct the public park improvements, provide a park sign, and maintain the park in perpetuity, all to City standards and at no cost to the City.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Parks & Recreation Commission 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, e-mail clerk@santaclaraca.gov or [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov).

RECOMMENDATION

Recommend that City Council approve the Schematic Design for the New Public Neighborhood Park located at 3905 Freedom Circle.

Reviewed by: Dale Seale, Deputy Director of Parks & Recreation

Approved by: James Teixeira, Director of Parks & Recreation

ATTACHMENTS

1. 3905 Freedom Circle Neighborhood Park - Schematic Design Update (09 16 21)



Agenda Report

22-197

Agenda Date: 2/22/2022

REPORT TO COUNCIL

SUBJECT

Action on the Parks & Recreation Commission's Recommendation to Approve the Schematic Design-Master Plan for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

The Santa Clara City Code 17.35 requires new residential development to dedicate parkland and/or the payment of in lieu fees. Greystar Real Estate Partners submitted an application to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and Planned Development (PD) rezoning to allow for a new residential mixed-use development (Project). The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104-40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is also part of the proposed General Plan - Freedom Circle Focus Area under a separate development process by the City that encompasses 108 acres in northern Santa Clara.

The Project proposes to construct 1,075 apartment units and will meet its parkland dedication requirements through an 87,728 square foot (2.014 acres) public neighborhood park with connection to the San Tomas Creek Trail. The public park will be dedicated to the City in fee title. Public park improvements will be constructed by the developer to the City's design criteria and standard specifications and will be maintained by the developer after dedication.

The Schematic Design Master Plan for the public neighborhood park features: a ½-acre natural grass field, landscaped and furnished park-like quiet area, playground for children ages 2-5 and 6-12, a basketball court, a family picnic area with tables, barbeques, a bocce court, an enclosed off-leash dog area with separate areas for small and large dogs, pathways, trees, landscaping, and a connection to the San Tomas Creek Trail. Twenty off-street parking stalls for park visitors are proposed to be provided in Buildings B and C. The proposed Schematic Design was reviewed by the Parks & Recreation Department, and as configured, meets the Department's research based best practices and requirements for public park design, such as: inclusive, age-friendly, sustainable design elements; support for an active recreation program; playgrounds that contain all elements of play; public access from public right of way that provides safe routes & pathway connectivity to and through the park; off street parking; adjacent restroom; place-making; natural habitat value; approved plant palette; consideration for efficient and effective operation and lifecycle maintenance.

On July 20, 2021, RHAA Landscape Architecture and Planning (RHAA) presented the Neighborhood Park schematic design proposal to the Parks & Recreation Commission. The Commission provided

input on the proposed Schematic Design-Master Plan, including the configuration of the sport court as a multi-use facility (basketball, pickleball, volleyball, other), and recommending that additional public input be solicited through social media channels, an in-person meeting, and an online community survey. The Commission deferred action on the schematic design until the September 2021 regular meeting.

Community Input

On Saturday August 21, 2021, RHAA and City Parks & Recreation staff conducted community outreach and collected public input on the Park Schematic Design at the “Celebrate Santa Clara” Citywide special event in Central Park with approximately 150 responses from all ages including children. In addition, from August 19, 2021 until September 2, 2021, an online survey was hosted on the City website which collected 342 responses representing over 17 hours of public comment.

The top three favored park elements in the Schematic Design were the trail connection (51%), open lawn space (46%), and the picnic and BBQ areas (43%). Over 47% favored a multi-colored play structure for ages 2-5. Over 69% favored use of resilient surfacing in the play space. Given that the residential area will be new, most survey respondents envisioned driving to the park (66%), and 50% imagined visiting the park as presented “often” or “frequently”.

The proposed Park site plan, features and amenities seem to support the activities most desired by the public. While the survey indicated other potential activities, the remaining space available would not be able to accommodate field activities such as a disc golf course without displacing the other primary and more desirable park amenities.

DISCUSSION

On September 21, 2021, the Parks & Recreation Commission reviewed the community input and the proposed Schematic Design. After discussion, the Commission made a unanimous recommendation that Council approve the preferred Schematic Design-Master Plan for the proposed Neighborhood Park.

Council will review the Parks & Recreation Commission recommendation for approval of the proposed Mini Park Master Plan - Schematic Design (Attachment 1). Council approval will confirm the park schematic design and master plan for the 87,728 square foot (2.014 acres) public neighborhood park to be dedicated to the City in fee title located at 3905 Freedom Circle. Once approved, the Developer will complete the construction documents for building permit, execute Park Construction and Park Maintenance agreements, complete the improvements to the acceptance of the City, and record the parcel dedication and maintenance agreement with the County of Santa Clara. Public park improvements will be constructed by the developer to the City’s design criteria and standard specifications and will be maintained by the developer after dedication.

Once dedicated and placed into the City’s park inventory, the park and its master plan will be subject to the conditions of Measure R, a voter approved initiative in November 2016, which added Section 714.1 Protection of Parkland and Public Open Space to the City Charter. Measure R prohibits selling, leasing, or otherwise disposing of parkland for a period of one hundred eighty (180) days or more, and also prohibits its use from changing, being abandoned, or discontinued without such sale, lease, disposal or changed use having first been authorized or ratified by a two-thirds majority vote of the electorate during a general municipal election for that purpose. Measure R also prohibits changes in park use for over 180 days without a majority vote of the electorate and substantial building,

construction, reconstruction, or development upon dedicated parkland except pursuant to ordinance subject to referendum. The referendum process is set forth in the Elections Code.

ENVIRONMENTAL REVIEW

The review and approval of the schematic design of a new public neighborhood park does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

The impacts of the Greystar General Plan Amendment, development proposal and Freedom Circle Focus Area will be described in an Environmental Impact Report provided to the Planning Commission and City Council in their consideration of the approval of the project.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action. The developer will construct the public park improvements, provide a park sign, and maintain the park in perpetuity, all to City standards and at no cost to the City.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and the Community Development Department.

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, e-mail clerk@santaclaraca.gov.

RECOMMENDATION

That Council approve the Schematic Design-Master Plan for the New Public Neighborhood Park to be located at 3905 Freedom Circle.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Neighborhood Park - Schematic Design-Master Plan - 3905 Freedom Circle



Agenda Report

25-982

Agenda Date: 10/20/2025

REPORT TO PARKS & RECREATION COMMISSION

SUBJECT

Consideration of the Revised Council-Approved Schematic Design for the New Public Neighborhood Park at 3905 Freedom Circle

COUNCIL PILLARS

Enhance Community Engagement and Transparency
Enhance Community Sports, Recreational and Arts Assets
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

The Santa Clara City Code 17.35 requires new residential development to dedicate parkland and/or the payment of in-lieu fees. Greystar Real Estate Partners submitted an application (File No. PLN2017-12516) to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and a rezoning to Planned Development (PD) to allow for a new residential mixed-use development (Project). The City Council approved the General Plan Amendment and rezoning at a hearing on June 7, 2022. The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104-40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is also part of the proposed General Plan - Freedom Circle Focus Area under a separate development process by the City that encompasses 108 acres in northern Santa Clara.

The Project proposes the construction of 1,079 apartment units and will meet its parkland dedication requirements through, 1) the development of an 87,728 square foot (2.014 acres) public park with a connection to the San Tomas Aquino Creek Trail, 2) the installation of private recreational amenities, and 3) the payment of in-lieu fees for the remaining balance. The park will be dedicated to the City in fee title. The developer will construct all public park improvements in accordance with the City's design criteria and standard specifications and will maintain the park, in perpetuity, following dedication.

The Schematic Design Master Plan approved by City Council on February 22, 2022 ("Original Plan") for the public neighborhood park included the following features:

- A ½-acre natural grass field
- Landscaped and furnished park-like quiet area
- Playground for children ages 2-5 and 6-12
- A basketball court
- A family picnic area with tables, barbeques
- A bocce court
- An enclosed off-leash dog area with separate areas for small and large dogs

- Pathways, trees, and landscaping
- A connection to the San Tomas Creek Trail

The Original Plan also included twenty off-street parking stalls for park visitors to be split between Buildings B and C.

Commission and Council Action

On September 21, 2021, the Parks & Recreation Commission reviewed the community input and the proposed Schematic Design. After discussion, the Commission unanimously recommended that the City Council approve the preferred Schematic Design-Master Plan for the proposed neighborhood park (Attachment 1).

The City Council reviewed and approved the Parks & Recreation Commission's recommendation and adopted the proposed park Master Plan - Schematic Design (Attachment 2) on February 22, 2022.

DISCUSSION

The park design is returning to the Parks & Recreation Commission for review of updates made to the Original Plan. These updates are necessary due to a utility conflict involving existing overhead electric transmission and distribution lines, as well as associated guy wires, which encroach into the Emergency Vehicle Access (EVA) lane. In accordance with the Fire Department's Conditions of Approval, these utility lines must be cleared prior to permit issuance and fully resolved prior to first occupancy. The developer has been working with Silicon Valley Power (SVP) to address the required modifications.

The relocation and reconfiguration of the transmission and distribution lines within the EVA lane were not included in the original design scope or the system impact analysis and addressing those changes necessitated modification of the park.

To resolve the conflict, several alternatives were explored. The only solution acceptable to both SVP and the Fire Department, was to shift the curb along the San Tomas Aquino Creek Trail inward toward the property line and park. This adjustment results in a 6.5-foot reduction in the width of the park on the side closest to the creek. To preserve the originally approved park acreage, the park will expand by approximately one foot toward Building B and approximately one foot toward Building C.

Additional modifications include:

- Repositioning park benches
- Relocating the trash enclosure further inward
- Realigning the off-leash dog area to fit the revised sidewalk and trash enclosure layout, while maintaining the same size as in the Original Plan.

These adjustments preserve the total square footage of the off-leash dog area as originally approved by City Council, while ensuring compliance with public safety and utility requirements.

Additionally, twenty off-street parking stalls for park visitors were originally proposed to be split between Buildings B and C; however, all of them have since been relocated to Building B, which also houses two public restrooms.

During the October 20, 2025, meeting, the Parks & Recreation Commission will review the updated schematic design (Attachment 3) and consider a recommendation to City Council to approve the proposed revisions to the neighborhood park design.

ENVIRONMENTAL REVIEW

The impacts of the Greystar project, including the Original Plan, were analyzed in an Environmental Impact Report (EIR) that was prepared for the Freedom Circle Focus Area and Greystar General Plan Amendment (case file PLN2017-12516) in accordance with the California Environmental Quality Act (CEQA). The EIR and Notice of Availability were circulated for a 45-day period from November 5, 2021 to December 20, 2021 in accordance with CEQA requirements. The EIR indicated that the development of the Greystar Project would contribute to an increase in demand for parkland, but that the impact would be mitigated to a less-than-significant level with the payment of in-lieu fees and the provision of dedicated parkland as depicted in the Original Plan. The EIR incorporates project-specific conditions into the Mitigation Monitoring and Reporting Program (MMRP) requiring this mitigation. As the proposed Park plan would result in the same amount of land dedicated to the City as under the Original Plan, the proposal would not result in any new significant environmental effects or increase the severity of any previously identified effects. The EIR did not identify any secondary impacts associated with park construction, and the Park layout changes are unlikely to present any difference in the impacts resulting from construction.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action, other than staff time budgeted in the Parks & Recreation Operating Budget for minor administrative tasks related to the operation of the neighborhood park as part of the City's overall park system. The developer will construct the public park improvements, provide a park sign, and maintain the park for the life of the park, all to City standards and at no cost to the City.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and the Community Development Department.

PUBLIC CONTACT

Public contact was made by posting the Parks & Recreation Commission 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

Recommend that City Council approve the revised Schematic Design for the New Public Neighborhood Park located at 3905 Freedom Circle.

Prepared by: Gina Saporito, Staff Analyst

Approved by: Damon Sparacino, Director, Parks & Recreation Department

ATTACHMENTS

1. RTC #21-1020: Consideration of the Schematic Design for the New Public Neighborhood Park

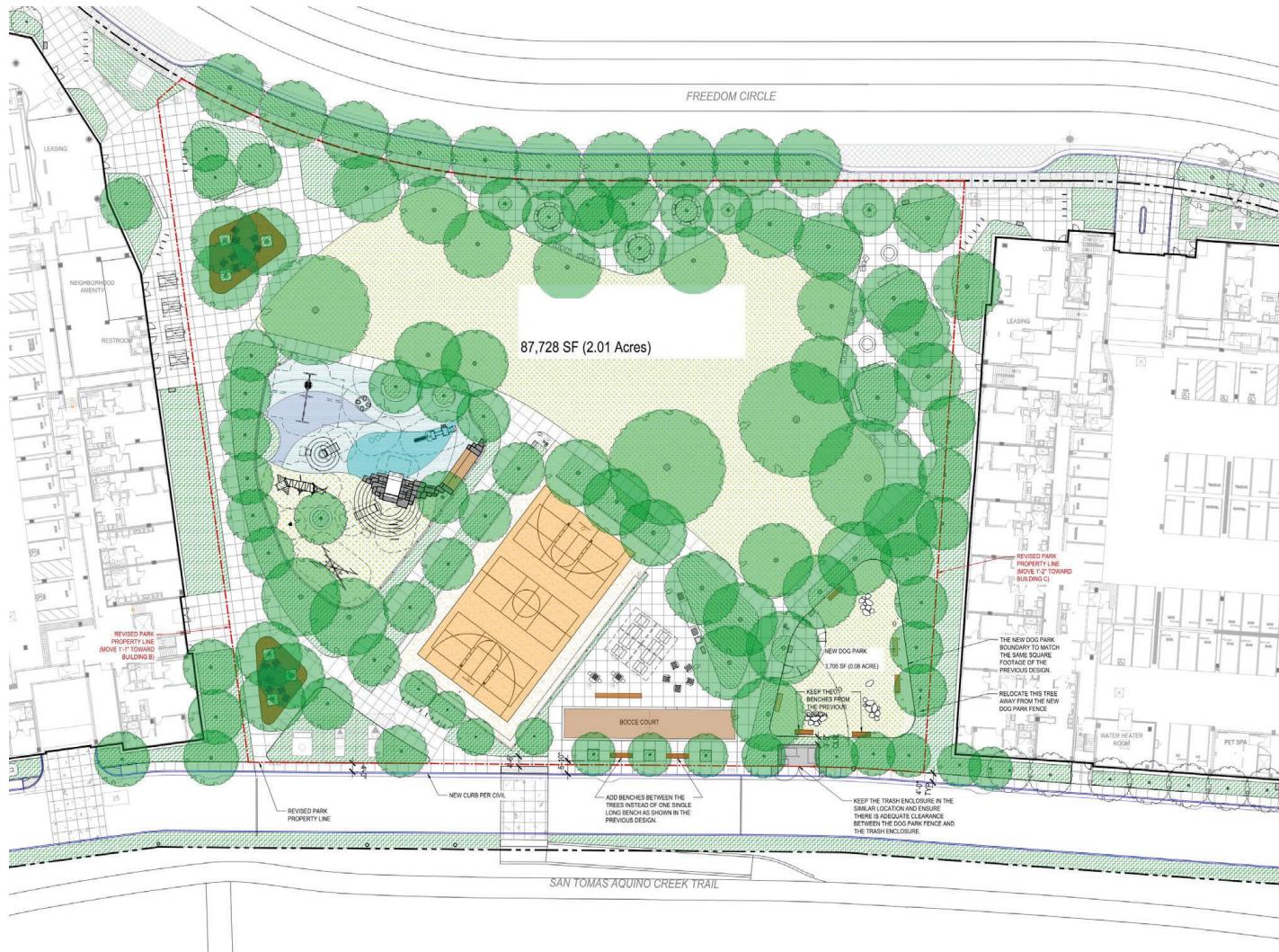
located at 3905 Freedom Circle (Greystar Development)

2. RTC #22-197: Action on the Parks & Recreation Commission's Recommendation to Approve the Schematic Design-Master Plan for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)
3. 3905 Freedom Circle Neighborhood Park Updated Schematic Design

3905 Freedom Circle Public Park Updated Schematic Design



3905 Freedom Circle Public Park Updated Schematic Design





Agenda Report

25-1508

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the Use of City Water Forces to Upgrade Three (3) Existing Water Services with Backflow Prevention Devices at 355 Reed Street

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 (\$1,000.00) 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 performed with City Forces based on the following factors: (1) the work is limited in size and scope; (2) Water Utility forces have in-house knowledge and training in operating and maintaining the water 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 declare and determine that City forces can better perform the installation of the following water facilities and approve the use of City forces for this purpose.

Location:	355 Reed Street
Type of Service:	Provide installation services for new public water improvements.
Description of Work:	Upgrade existing (3) - 1" water service with reduced pressure (RP) backflow prevention devices
Job Number:	592-1423-80300-7054-(i)31191
Cost Estimate	\$ 39,760.00

ENVIRONMENTAL REVIEW

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 they involve 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 they involve the construction of new water utility extensions.

FISCAL IMPACT

The funds to support the staff time for the work detailed in this report are included in the Fiscal Year 2025/26 Adopted Budget.

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 beginning the Thursday evening before the Tuesday meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303(d) (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 355 Reed Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities

Approved by: Jovan Grogan, City Manager



Agenda Report

25-1066

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action to Set January 27, 2026 for a Public Hearing to Consider Cancellation of two Mills Act Contracts

BACKGROUND

The Mills Act is an economic incentive program designed to encourage the restoration and preservation of qualified historic buildings by private property owners. Enacted in 1972, the legislation authorizes participating local governments to enter into contracts with owners of eligible historic properties. In exchange for property tax relief, owners agree to actively maintain and restore their properties.

The Planning Division of the Community Development Department administers the Mills Act program for the City of Santa Clara. As part of the program, the City conducts audits of Mills Act properties every five years to ensure compliance with approved ten-year restoration plans. The last audit was conducted in 2017; however, the scheduled 2022 audit was postponed to 2024 due to the COVID-19 pandemic.

During the audit, property owners are required to submit documentation demonstrating compliance with their restoration plans. Acceptable documentation includes receipts, invoices, photographs, and other records of eligible improvements and maintenance work.

At the conclusion of the 2024/2025 Mills Act Audit, two property owners failed to provide the required documentation or respond. As a result, contract termination proceedings are being initiated for both non-responsive properties.

DISCUSSION

Upon entering into a Mills Act Contract, property owners sign a Historic Property Preservation Agreement with the City, which is also recorded with the County. This agreement requires owners to furnish any information requested by the City to verify compliance and outlines both nonrenewal and termination procedures.

There are currently 132 Mills Act properties in the City of Santa Clara. As part of the 2024/2025 audit process, all property owners were contacted via mail and/or email and asked to submit self-reported documentation, such as invoices, photographs, and written descriptions of work completed. Notifications were sent to both the property address and the owner's mailing address, as verified through Santa Clara County assessment records, when different. Property owners were also offered the option to schedule an on-site inspection in lieu of submitting documentation.

For those who did not respond to the initial outreach, City staff made additional efforts, including

follow-up phone calls, certified mail, and attempted in-person delivery of notices by Code Enforcement staff. Despite these efforts, four property owners remained non-responsive or failed to submit any documentation.

The non-responsive properties are as follows:

- 1711 Main Street
- 906 Monroe Street / 1341 Homestead Road (currently bank-owned)

In accordance with the Historic Property Preservation Agreements, the City may cancel these contracts following a duly noticed public hearing, as outlined in California Government Code Section 50284. This statute requires the City Council to first set a date to hold a public hearing for considering the contract terminations, and then provide the affected property owners with a chance to be heard. Prior to the hearing, mailed notices must be sent to the affected owners, and a hearing notice must be published in the *Santa Clara Weekly*.

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 report. If the Mills Act contracts are cancelled, the City will notify the County of the properties that would no longer receive the associated property tax relief. For the City of Santa Clara, the annual relief amounts for the two properties range from approximately \$53 to \$353 (2024/25 value) (Source: Santa Clara County Assessor's Office).

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.

Mailed notices were sent to the affected property owners in advance of this initial hearing to set the future contract termination hearing date. Additional mailed notices will be sent to the affected owners prior to the January 27, 2026 hearing, and a hearing notice will be published in the *Santa Clara Weekly*.

RECOMMENDATION

Set January 27, 2026 for a Public Hearing to consider termination of two Mills Act Contracts for the properties located at 1711 Main Street and 906 Monroe / 1341 Homestead Road for non-compliance

with Mills Act requirements.

Reviewed by: Afshan Hamid, Director, Community Development Department

Approved by: Jovan Grogan, City Manager



Agenda Report

25-785

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action to Approve the FY 2025-26 California Library Literacy Services (CLLS) Adult and Family Literacy Grant Award for the Read Santa Clara Program and the Related Budget Amendment

BACKGROUND

The California State Library, California Library Literacy Services (CLLS) provides a package of annually funded grants for ongoing operations of Adult and Family Literacy Services. The Santa Clara City Library Department's Read Santa Clara program qualifies for these grants.

In FY 2024-25, Read Santa Clara received \$111,897 from CLLS for Adult and Family Literacy Services. This funding allowed the Library to achieve the following outcomes:

- Hold 64 family literacy events at the Library
- Train volunteer tutors, 61 of whom volunteered to serve 99 adult learners
- 70% of adult learners meeting a literacy goal they had set.

For FY 2025-26, the award has been increased by \$3,464, for a new total of \$115,361.

At their October 6, 2025 meeting, the Board of Library Trustees recommended Council approval and appropriation of these grant funds to support the Read Santa Clara Adult and Family Literacy Services for FY 2025-26.

DISCUSSION

The total grant award amount of \$115,361 for Fiscal Year 2025-26 includes two components: Adult Literacy Services and Family Literacy Services. This year's awards are provided using the "block grant" model, allowing libraries more flexibility with how they allocate funds between programs. The "block grant" model allows funds to be transferred between Adult Literacy and Family Literacy services, so long as the minimum allocations are met. The grant award for Read Santa Clara requires that a minimum of 51% of the block grant award (\$58,834), be allocated to Adult Literacy Services, and a minimum of 26% of the block grant award (\$29,994) be allocated to Family Literacy Services.

The grant funds will be used to help offset costs for part-time as-needed positions and instructional resources including books, workbooks and supplies for the Adult and Family Literacy Services. Literacy services will continue to be offered for adult learners and their families online and in-person. In person services include 1:1 and small group tutoring including reading books together, school site visits and family literacy events. Virtual services over Zoom include 1:1 and small group tutoring in addition to specialized programs such as small groups that meet virtually to read newspapers together. In-person literacy services will be held at the Library and at family literacy outreach events in State preschool classes, as well as four school sites: Scott Lane, Montague, Briarwood and

Hughes Elementary schools.

The City requires that all grant appropriations be approved by the City Council. Please note, the Board of Library Trustees at its October 6, 2025 meeting voted affirmatively to recommend that the Council take action accepting this grant award.

The CLLS grant requires that the grant awards be deposited in the City's accounting system and expended by September 30, 2026. Staff will monitor and evaluate any unexpended funds against budget and expenses to ensure requirements are met.

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

These grant funds will help offset operational costs of Read Santa Clara's Adult and Family Literacy Services. To budget the Adult and Family Literacy award of \$115,361, staff recommends an increase to the Other Agencies Revenue estimate and the establishment of an Adult & Family Literacy Program FY 2025-26 grant appropriation in the Library Operating Grant Trust Fund, as follows:

Budget Amendment FY 2025/2026

Library Operating Grant Trust Fund	Current	Increase/ (Decrease)	Revised
<u>Revenue</u> Other Agencies Revenue	\$64,709	\$115,361	\$180,070
<u>Expenditures</u> Adult & Family Literacy Program 25-26	\$0	\$115,361	\$115,361

COORDINATION

This report has been coordinated with the Finance department.

PUBLIC CONTACT

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

RECOMMENDATION

1. Accept the FY 2025/26 California Library Literacy Services (CLLS) Grant Award in the Amount of \$115,361 for Read Santa Clara, the Library's Adult and Family Literacy Program; and
2. Approve the FY 2025/26 budget amendment in the Library Operating Grant Trust Fund to recognize grant revenue in the amount of \$115,361 and establish an Adult & Family Literacy

Program 25-26 grant appropriation in the amount of \$115,361 (**five affirmative Council votes required to appropriate additional revenue**).

Reviewed by: Patty Wong, City Librarian

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. FY 2025-26 CLLS Award Letter Read Santa Clara



16 September 2025

Patty Wong
Santa Clara City Library
2635 Homestead Road
Santa Clara, CA 95051

Dear Patty Wong,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

Your total award amount for the 2025-2026 fiscal year beginning July 1, 2025, is:

- Adult Literacy and Family Literacy Services: \$115,361
- **Total Award: \$115,361**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2025-2026 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2025-2026 project period.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: \$103,825**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2026. You must fully expend funds by September 30, 2026, or by the final report due date, in accordance with your approved budget on file with the State Library. Encumbered funds are those that have been deposited in the



grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

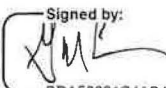
We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Julianna Robbins and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

10/6/2025

Cc: Julianna Robbins, julianna.robbs@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Shanti Bhaskaran, sbhaskaran@santaclaraca.gov
Mila Rianto, mrianto@santaclaraca.gov

Enc: Re: CLLS25-79: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS25-79
Library/Organization:	Santa Clara City Library
Project Title:	California Library Literacy Services
Award Amount:	\$115,361
Start Date:	July 1, 2025
End Date:	September 30, 2026
NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.	

GRANT AWARD INFORMATION

You can access your full grant award information and manage your grant through the grant management system, [AmpliFund](#).

NOTE: You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than May 31 of the project period.

REPORTING

California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report	Due January 31, 2026
Final Report	Due September 30, 2026

Reports will be submitted through the [AmpliFund](#) grant management system. You can find support documents on the California State Library's [Manage Your Current Grant](#) page.

PAYMENTS

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2025, in which the funds are awarded until September 30 of the following year or when the final report is due.

CONTACT

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Allyson Jeffredo
Monitor Phone Number:	916-603-6709
Monitor Email Address:	allyson.jeffredo@library.ca.gov
Program Consultant:	Julianna Robbins
Consultant Phone Number:	916-603-6712
Consultant Email Address:	julianna.robbins@library.ca.gov



grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

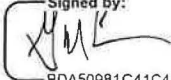
We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [California Library Literacy Services Mission, Values, and Program Essentials](#). Additional California Library Literacy Services resources can be found on the [California Library Literacy Services website](#).

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Julianna Robbins and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

10/6/2025

Cc: Julianna Robbins, julianna.robbs@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Shanti Bhaskaran, sbhaskaran@santaclaraca.gov
Mila Rianto, mrianto@santaclaraca.gov

Enc: Re: CLLS25-79: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



16 September 2025

Patty Wong
Santa Clara City Library
2635 Homestead Road
Santa Clara, CA 95051

Dear Patty Wong,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

Your total award amount for the 2025-2026 fiscal year beginning July 1, 2025, is:

- Adult Literacy and Family Literacy Services: \$115,361
- **Total Award: \$115,361**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2025-2026 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2025-2026 project period.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: \$103,825**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2026. You must fully expend funds by September 30, 2026, or by the final report due date, in accordance with your approved budget on file with the State Library. Encumbered funds are those that have been deposited in the



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2025, and ends June 30, 2026. The project's final expenditure date is September 30, 2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2026, and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Santa Clara City Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS25-79

This Award Agreement ("Agreement") is entered into on July 1, 2025, by and between the California State Library ("State Library") and Santa Clara City Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$115,361 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



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STATE-FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2026
July 1 - June 30	Final Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program



EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in Sections 18880-18883 of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
 - a. California Library Literacy Services programs must use the Roles and Goals framework to implement and evaluate their literacy services.
 - b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
 - c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
 - d. California Library Literacy Services programs must align with the following program values:
 - i. California Library Literacy Services is library based;
 - ii. California Library Literacy Services is a core library service;
 - iii. California Library Literacy Services is learner-driven;
 - iv. California Library Literacy Services is community-focused;
 - v. California Library Literacy Services is volunteer-supported;
 - vi. California Library Literacy Services staff is professionally engaged; and
 - vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously

included in public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the Family Literacy Evaluation Framework.

Certification

ORGANIZATION	
Name: Santa Clara City Library	Address (official and complete): 2635 Homestead Road Santa Clara, CA 95051
PROJECT COORDINATOR	
Name: Shanti Bhaskaran	
Email: sbhaskaran@santaclaraca.gov	Phone: 408-615-2957
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Jovan Grogan	Title: City Manager, City of Santa Clara
Email: jgrogan@santaclaraca.gov	Phone:
Signature: <i>Emily Ayres for Jovan Grogan</i>	Date: 10/9/25



Authorized Representative Signature

ORGANIZATION	
Name: Santa Clara City Library	Address (official and complete): 2635 Homestead Road Santa Clara, CA 95051
AUTHORIZED REPRESENTATIVE	
Signature: <i>Guillermo Aguado Br Jovan Grogan</i>	Date: <i>10/9/25</i>
Printed Name of Person Signing: Jovan Grogan	Title: City Manager, City of Santa Clara
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: <i>Greg Lucas</i> Signed by:	Date: 10/6/2025
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



15 September 2025

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

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 all agencies and departments that are subject to the Governor's authority 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 correspondence 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.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)
11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$115,361. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with

50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$103,825 upon execution of the agreement and submission of claim by the grantee organization.
 - o A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$11,536.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
 - e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.

any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
 - a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$115,361 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
28. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide

determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Santa Clara City Library
Patty Wong
2635 Homestead Road
Santa Clara, CA 95051
pwong@santaclaraca.gov

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.jeffredo@library.ca.gov
916-603-6709

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for



Agenda Report

25-822

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Review and Approve each Board, Commissions and Committee Annual Workplans FY 2025-2026

BACKGROUND

It has been the City's practice to hold monthly joint dinner meetings between the City Council and each Board, Commission, and Committee (BCC) prior to a regular Council meeting. These dinners provided BCC's an opportunity to share accomplishments, discuss objectives, and engage directly with the City Council.

During COVID, the dinners were paused and later briefly reinstated in 2023/2024. The reinstatement of the dinners provided a forum for the City Council and BCC members to discuss pertinent items and interact socially; however, doing so required numerous additional special meetings, and several meetings were rescheduled and postponed in order to accommodate pressing City business or other schedule conflicts. In addition, City staff was asked to develop a process for annual workplan development by all BCCs, which included a review and approval of the workplan by the City Council. Previously, each BCC did not develop an annual work plan, and the City Council did not approve them.

Beginning in 2024, staff implemented an annual workplan development process that is more structured and has a transparent framework for collaboration. Under this process, each BCC develops and approves a work plan that is then presented to the City Council for review and approval. The proposed action in this staff report will represent the City Council's first approval of work plans under the new process.

This approach provides several benefits:

- **Clear Prioritization:** Each BCC will have a defined set of objectives, making it easier for Council to assess progress and allocate staff resources efficiently.
- **Enhanced Transparency:** Workplans will provide greater visibility into the activities and goals of these advisory bodies, fostering stronger communication and accountability.
- **Improved Coordination:** By aligning the efforts of staff, BCC's, we can ensure more effective collaboration on citywide initiatives.
- **Informed Decision-Making:** With a clear roadmap of each group's priorities, the City Council will be better equipped to make decisions that support both short-term needs and long-term strategic goals.

City staff liaisons worked with their respective BCC's to develop workplans during March/April 2025. Each BCC reviewed and formally approved their workplans between May and August 2025. The

workplans are now presented to the City Council for review and approval.

DISCUSSION

Attached for your review are the following BCC workplans for FY2025-2026:

By Charter Board and Commission

Board of Library Trustees
Civil Service Commission
Parks and Recreation Commission
Planning Commission

By Ordinance Commissions and Committee

Bicycle and Pedestrian Advisory Commission
Cultural Commission
Historical and Landmarks Commission

The Senior Advisory Commission is not included due to five member resignations between November 2024 and February 2025. Four new members were appointed in June 2025. The Commission is in the process of developing its workplan, which will be presented at a future City Council meeting.

The Youth Commission was also not included because their term aligns with the school year. This Commission is currently developing its workplan and will also be presented at a future City Council meeting.

The BCCs are provided with training opportunities for their members during the year to help them be more informed on the relevant topics of discussion.

City staff liaisons and each BCC will monitor progress throughout the year and use this information to set goals and priorities for the next fiscal year.

In addition, the city is reinstating the **Annual Recognition Appreciation Dinner** to honor the service and contributions of BCC members. This event will replace the individual dinners with the City Council and will provide a collective opportunity for BCCs to highlight their accomplishments before the Council and with one another. The Annual Recognition Appreciation Dinner is anticipated to be held during the summer.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Review and Approve each Board, Commissions and Committee Annual FY 2025-2026 Workplan

Prepared by: Nora Pimentel, Assistant City Clerk

Reviewed by: Aracely Azevedo, Assistant City Manager

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Bicycle and Pedestrian Advisory Committee Workplan
2. Board of Library Trustees Workplan
3. Civil Service Commission Workplan
4. Cultural Commission Workplan
5. Historical and Landmarks Workplan
6. Parks and Recreation Workplan
7. Planning Commission Workplan

Proposed Fiscal Year 2025/2026 Bicycle and Pedestrian Advisory Workplan

Background

On March 24, 2025, the BPAC reviewed the upcoming FY2025/2026 workplan and proposes to work on the following list of items:

1. Complete Streets Review
2. Vision Zero
3. Creek Trail Master Plan
4. BPAC Work Plan Topics
5. Paving Project
6. Transportation Grants
7. Subcommittees
 - a. Bicycle Story Map
 - b. Police Collision Reports
 - c. Bike to Shop Day
 - d. Roundabouts

Current Membership

Meetings are held on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall Council Chambers

Name	Appointed	Terms Ends
Vernon Shure	06/03/25 (27)	2027
Ken Kratz appointed to a serve a partial	08/15/23 (27)	2027
Hung Duong appointed to a serve a partial	08/20/24 (27)	2027
Betsy Megas appointed to a serve a partial and full term	07/17/23 (24)	2028
Jonathan Marinaro appointed to a serve a partial and full term	06/03/25 (28)	2028
Jorge Haro	06/03/25 (29)	2029
Guillermo Jenaro appointed to a serve a partial	05/13/24 (25)	2029

Purpose, Role and Responsibilities of the BPAC

The purpose and responsibilities of the BPAC shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects. It is intended that the BPAC shall be an advisory committee to the City Council.

All meetings shall be open to the public and notices and agendas shall be posted at City Hall. A majority of the members of the BPAC shall constitute a quorum for the transaction of business. The affirmative or negative vote of a majority of the entire membership shall be necessary for it to take action.

Proposed Fiscal Year 2025/2026 Board of Library Trustees Workplan

Background

On August 18, 2025, BOLT reviewed the upcoming FY2025/2026 workplan and proposes to work on the following list of items.

1. Collection Funding
 - a. Advocate to ensure future ongoing funding of the collection budget.
2. Alternative Funding
 - a. To reduce reliance on the City's General Fund, explore additional alternative funding support for library services.
3. Communications Funding
 - a. Advocate for a dedicated communications staff person.
4. Policies
 - a. Review Library policies and provide advisory support for policy updates and revisions.
 - i. Upcoming policies for review: Policy for Posting and Distribution of Community Information; Policy Regarding Privacy and Confidentiality; Use of Electronic Resources Policy; and Art Exhibits at the Santa Clara City Library Policy
 - b. Review revision of Collection Development Policy to meet requirements of AB1825 California Freedom to Read Act.
 - i. Update: BOLT has reviewed the Collection Development Policy (4/7/2025), which the California State Library confirmed was received and in compliance with AB1825 (4/21/2025)
5. Strategic Plan and Facilities Master Plan
 - a. Provide advisory and advocacy support for the completed Library Strategic Plan and Facilities Master Plan with Council and in the community.
6. Liaison Work
 - a. Engage with and strengthen a cooperative relationship with the Santa Clara City Library Foundation and Friends
 - i. Foundation and Friends Liaison – Vice-Chair Tryforos
 - ii. Conduct a joint meeting with the Santa Clara City Library Foundation and Friends (SCCLFF) Board
 1. Update: BOLT has appointed Vice-Chair Tryforos as liaison to the SCCLFF Board. A joint meeting was held on 6/2/2025 to share priorities and develop opportunities for collaboration.
 - b. Engage as liaisons to develop cooperative relationships and advocacy with City Boards, Commissions and Taskforces
 - i. The following are a list of current liaisons
 1. Parks and Recreation Commission – Trustee Ricossa

2. Santa Clara Station Area Taskforce – Chair Evans
3. Historical and Landmarks Commission – Vice-Chair Tryforos
4. Downtown Community Taskforce – Chair Evans
5. Youth Advisory Commission – Trustee Huynh
- ii. The following have been identified as potential future liaison opportunities
 1. Senior Advisory Commission – TBD
 2. Bike and Pedestrian Advisory Committee – TBD
 3. Cultural Commission – TBD
- c. Conduct Library outreach with the community
- d. Advocate for the support of Library budgets and services
7. Board Development
 - a. Explore strategic Board development opportunities, including informational reports and funded conferences and trainings (budget permitting)
 - i. Update: BOLT has identified topics and scheduled a series of informational reports from staff
 - b. Become better educated on the role and context of public libraries in the United States
 - c. Become better informed on Library operations

Current Membership

Meetings are on the first Monday of every month except for January and July at 6:00 p.m. at the Central Library - Board Room

Name	Appointed	Terms Ends
Jonathon Evans	05/24/21 (25)	2029
Debbie Tryforos	10/16/18 (22)	2026
Stephen Ricossa appointed to a serve a partial and full term	06/21/16 (23)	2027
Daniel Huynh	05/13/24 (28)	2028
G. Salim Mohammed	05/13/24 (28)	2028

Purpose, Role and Duties of BOLT:

BOLT is an advisory body, meaning that its function is primarily to provide advice and recommendations to Library staff and the City Council regarding Library services. Their primary role is to serve as advocates for the library system. Trustees represent the library system in interactions with the public, gathering community feedback and sharing information on Library operations and services. BOLT's advocacy includes support of community surveys, strategic planning efforts, and policy updates. BOLT's powers and duties as defined by Section 1013 of the City Charter are to:

- (a) Make and enforce such by-laws, rules and regulations as it may deem necessary for the administration and protection of the City library.
- (b) Approve or disapprove the appointment of a librarian who shall be the department head;
- (c) Accept into the library fund and administer money, personal property or real estate donated to the City or otherwise acquired for library purposes subject to the approval of the City Council;
- (d) Contract with school, county or other governmental agencies to render or receive library services or facilities, subject to the approval of the City Council.

Proposed Fiscal Year 2025/2026 Civil Service Commission Workplan

Background

On August 15, 2025, the Civil Service Commission reviewed the upcoming FY2025/2026 workplan and proposes to work on the following list of items.

1. Continue review of education requirements on classified class specifications:
As classifications are created or modified, Human Resources coordinates with the departments to review and update the minimum qualifications where applicable. Classified positions that have modified minimum qualifications are brought forward to the Civil Service Commission and Council for approval.
2. Explore ideas to streamline the recruitment process:
The Human Resources Department continuously evaluates ways to streamline the recruitment process within the confines of the Civil Service Rules.
3. Schedule mid-year check-in on these workplan items:
Provide the Commission with a status update in early 2026.

Current Membership

Meetings are on the second Tuesday of the month at 6:00 p.m. at City Hall Council Chambers

Name	Appointed	Terms Ends
Franklin Felizardo appointed to a serve a partial and full term	03/22/18 (18)	2026
Ron Billingsley	07/17/23 (27)	2027
Arti Purohit	07/17/23 (27)	2027
Samuel Pumarejo	05/13/24 (28)	2028
Wesley Dudzinski appointed to a serve a partial and full term	07/17/23 (25)	2029

Purpose, Role and Duties of Civil Service Commission

The Civil Service Commission is charged with the duty of ensuring that qualified persons are appointed to the service of the city. The Commission approves items for the classified service including but not limited to the creation or modification of class specifications, extension or abolishment of eligible lists, and modifications to examination weighting plans. The Commission acts as Board of Review to hear petitions by civil service employees and applicants for civil service positions, and to grant or deny those petitions.

Proposed Fiscal Year 2025/2026 Cultural Commission Workplan

Background

At the April 7, 2025, regular meeting of the Cultural Commission, the Commission adopted work plan priorities and activities for FY 2025/26 related to the Commission's goals.

1. Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity.
 - a. Plan and implement Summer Concerts in FY 2025/26 - Completed
 - b. Plan and implement Street Dance: August 1, 2025 - Completed
 - c. Plan and host Friday Night Live Events
 - d. Explore the feasibility of hosting a Group Wedding – on hold for 2025/26
 - e. Secure sponsors for Cultural Commission special events in FY 2025/26
2. Develop and encourage interactive art opportunities to provide temporary, performing, cultural, and public art in the city.
 - a. Advise and recommend public art to City Council for public benefit: In progress
 - b. Support Traffic Box Program: Submissions have been collected
 - c. Host Indoor Sculpture Exhibition – FY 2026/27
 - d. Host Halloween Home & Holiday Home Decorating Contest and recognition:
 - i. 1 winner per Council District, 1 Group Entry Winner, 1 Best of the Best
 - e. Update and maintain City interactive web-based public art map
3. Raise the visibility of commemorative months.
 - a. Identify a space to curate and facilitate the celebration of Commemorative Months and determine which cultural holidays to celebrate and via what medium.
4. Enhance communication and media strategy to increase community awareness of the Cultural Commission
 - a. Present accomplishments to City Council annually
 - b. Develop, maintain, and grow partnerships and collaborations with external organizations
5. Prepare for Citywide Arts Master Plan Process
 - a. Develop public/private partnerships to invest and promote the Arts in Santa Clara
 - b. Develop, promote, and implement Citywide Arts Master Plan alongside the City Council

Current Membership

Meetings are held on the first Monday of the month at 7:00 p.m. at the Senior Center in room 205.

Name	Appointed	Term Ends
Louis Samara appointed to serve a partial and full term	01/24/17 (18)	2026
Debra von Huene appointed to serve a partial term	03/28/17 (19)	2027
Abinas Roy appointed to serve a partial term	05/14/24 (27)	2027
Candida A. Diaz appointed to serve a partial and full term	11/21/17 (20)	2028
Kuku Das appointed to serve a partial term	06/03/25 (28)	2028
Neetu Garg appointed to serve a partial and full term	06/13/23 (25)	2029
Charles Pontious	06/03/25 (29)	2029

Purpose, Role and Duties of Cultural Commission:

The Cultural Commission shall consist of seven members, who shall not hold any paid office or employment in the City government and shall have the following powers, functions and duties:

- a. Act in an advisory capacity to the City Council in all matters pertaining to cultural enrichment and beautification of the City, sister city relationships and international exchanges.
- b. Encourage the beautification of the city and programs for the cultural enrichment of the city.
- c. Foster cultural events, activities and displays that celebrate the City's native and historic cultures and present diversity.
- d. Assist in the planning and supervision of international exchange activities with our sister communities, sharing friendship, skills and concerns.
- e. Develop individual contacts designed to enhance international communication and understanding.
- f. Encourage educational, cultural, sports, technical and governmental exchanges to help acquaint citizens of Santa Clara with cultural and political diversity abroad.
- g. Perform other such duties and exercise such powers as the City Council may impose or require. (Ord. 1908 § 4, 7-16- 13).

The Commission continues to meet monthly and work towards completion of their goals and activities.

Proposed Fiscal Year 2025/2026 Historical and Landmarks Commission Workplan

Background

On March 6, 2025, the Historical and Landmarks Commission reviewed the upcoming FY2025/2026 workplan and proposes to work on the following list of items.

1. Historic Preservation Ordinance Update / Incorporate HRI Neighborhoods
 - a. Action 1: Ordinance Updates
 - i. Propose updates to the ordinance to facilitate recognition of neighborhoods as historic zones, providing preservation and protection measures.
 - ii. Hold public input meetings.
 - iii. Timeline: 2025–2026
 - iv. Notes: Planning consultant needed for ordinance update (RFP required).
 - v. Budget: \$50,000+
 - b. Action 2: Neighborhood Survey
 - i. Conduct a comprehensive survey of neighborhoods with historical significance not yet included in the HRI.
 - ii. Collaborate with community members and historians to identify key areas and structures.
 - iii. Timeline: 2025–2026
 - iv. Notes: Historic consultant needed for surveys and/or context statement (RFP required).
 - v. Budget: \$50,000+
2. Grant Opportunities for Historical Preservation
 - a. Action 1: Identify local, state, and federal grants for historical preservation, and create a resource list for property owners.
 - b. Action 2: Develop a streamlined process to help private owners of historical buildings apply for grants and incentives.
 - c. Action 3: Pursue large-scale grants for community-wide historical initiatives, including the Heritage Park project.
3. Education and Outreach
 - a. Action 1: Host walking tours, lectures, and workshops on the importance of preserving historical landmarks.
 - b. Action 2: Develop online content and social media campaigns highlighting the stories behind historic neighborhoods and landmarks.
 - c. Action 3: Distribute educational materials to residents in HRI-designated areas about the importance of preserving their properties and the City's Mills Act program.

- d. Action 4: Partner with local schools and organizations to create educational programs about local history
 - e. Action 5: Streetlight Banner Project
 - i. Notes: The Commission intends to expand the program yearly and create a design submission process.
4. Establish a Heritage Park at Civic Center: Past to Present Silicon Valley
- a. Action 1: Research the opportunity to name a portion of Civic Center as Heritage Park that includes interactive exhibits, memorials, and green spaces.
 - b. Action 2: Engage with local historians, architects, and community leaders to ensure the park reflects the city's historical and cultural heritage.
 - c. Action 3: Secure funding for the development of programs at the park through grants, donations, and public-private partnerships.
 - d. Action 4: Launch a public campaign to raise awareness and gather community input for the park's new function and programs.
5. Yearly Commission Tasks
- a. Action 1: Attend relevant trainings throughout the year (CA Preservation Foundation yearly conference etc.)

Current Membership

Meetings are on the first Thursday of each month at 6:00 p.m.

Name	Appointed	Term Ends
Michael Celso	08/21/18 (22)	2026
Ana Vargas-Smith	08/21/18 (22)	2026
Yvonne Inciarte	06/13/23 (27)	2027
Patricia Leung Appointed to a serve a partial and full term	12/08/15 (19)	2027
Kathleen Romano Appointed to a serve a partial and full term	08/26/19 (21)	2029
Ed Stocks Appointed to a serve a partial and full term	10/05/21 (25)	2029
Kaushal Varshney	06/16/25 (29)	2029

Purpose, Role and Duties of Historical and Landmarks Commission:

Title 2 of the City of Santa Clara City Code includes the following section that outlines the formation of a Historical and Landmarks Commission and its role.

Chapter 2.120.100 Historical and Landmarks Commission

The Historical and Landmarks Commission shall consist of seven members, whose members shall not hold any paid office or employment in the City government, and shall have power and be required to do the following:

- (a) Act in an advisory capacity to the City Council in all matters pertaining to historical landmarks, names and renaming of streets, museums and the establishment thereof in the City, and the marking and preservation of historical landmarks and places.
- (b) Exercise such other functions as it may be required to perform by the City Council.

Proposed Fiscal Year 2025/2026 Parks & Recreation Commission Workplan

Background

At the April 14, 2025, Regular Meeting, the Parks & Recreation Commission adopted of the following Workplan Goals for FY 2025/26:

1. Review Park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources.
2. Review and solicit community input on the existing City Park rehabilitation projects based on the current Capital Improvement Program (CIP) budget and schedule, as well as review residential developer proposed schematic designs for new neighborhood parks that serve new residential development.
3. Host and develop recommendations for the annual Santa Clara Art & Wine Festival 2025, participate in Citywide special events, and plan additional citywide special events.
4. Participate in the Parks & Recreation Master Plan process.
5. Consider the annual budget of the Parks & Recreation Department during the budget preparation process and make recommendations with respect thereto to the City Manager and City Council.

Current Membership – Parks & Recreation Commission

Meetings are held on the second Monday of the month at 7:00 p.m. in the Jennifer Sparacino Conference Room.

Name	Appointed	Term Ends
Edward Souza	06/16/26 (29)	2029
Maureen Riley Chu	05/16/22 (26)	2026
Brittany Ricketts	05/16/22 (26)	2026
Eversley Forte	08/26/19 (23)	2027
Vikas Gupta	07/17/23 (27)	2027
Dana Caldwell appointed to a serve a partial term	05/27/21 (24)	2028
Derek DeMarco	05/14/24 (28)	2028

Purpose, Role and Duties of Parks & Recreation Commission:

The City of Santa Clara charter includes the following sections that mandate the formation of a Parks & Recreation Commission and its role.

Sec. 1008 Parks & Recreation Commission.

There shall be a City Parks & Recreation 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.

Sec. 1009 Parks & Recreation Commission – Powers and duties (Mission).

The Parks & Recreation Commission shall have power and be required to:

- (a) Act in advisory capacity to the City Council in all matters pertaining to parks, recreation, playgrounds, and entertainment;
- (b) Consider the annual budget of the Parks & Recreation Department during the process of its preparation and make recommendations with respect thereto to the City Manager and the City Council; and
- (c) Assist in the planning and supervision of a recreation program for the inhabitants of the City, promote and stimulate public interest therein and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested therein. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State Statutes of 2000).

Proposed Fiscal Year 2025/2026 Planning Commission Workplan

Background

On the Planning Commission reviewed the upcoming FY2025/2026 workplan and proposes to work on the following list of items.

1. Study Sessions (See Table below)
2. Land Use Priorities for Council Consideration (See table Below)

Current Membership

Meetings are on the 2nd Wednesday of the month at 6:00 PM at City Hall Council Chambers

Name	Appointed	Term Ends
Nancy Biagini appointed to a serve a partial and full term	04/01/19 (22)	2026
Mario Bouza	08/16/22 (26)	2026
Yashraj Bhatnagar appointed to a serve a partial term	05/27/21 (23)	2027
Priya Cherukuru	05/21/19 (23)	2027
Eric Crutchlow appointed to a serve a partial and full term	06/13/23 (24)	2028
Lance Saleme appointed to a serve a partial and full term	11/07/17 (20)	2028
Qian Huang appointed to a serve a partial and full term	01/12/21 (21)	2029

Purpose, Role and Duties of Planning Commission:

Based on the Charter, the Planning Commission is a quasi-judicial body which acts in an advisory capacity to the City Council in all matters pertaining to the physical development of the City. The commission is comprised of seven commissioners appointed by the City Council.

As prescribed by Ordinance, after a public hearing, the Commission makes a recommendation to the City Council on:

- General Plan Amendments
- Zoning of Real Property
- Changes to the Zoning Code
- Land Subdivisions

And, after a public hearing, the Commission takes final action, except in the event of an appeal, for the granting of any:

- Conditional Use Permit
- Variances
- Appeals of Director's Decision's for Single-Family residential projects, Minor Modifications, and CEQA determinations.

Per the City Code, when making decisions, the Planning Commission must find that a project is:

- consistent with the General Plan
- any applicable Specific Plan
- the subject zone
- applicable provisions of the Zoning Code and the City Code
- that the design, location, size, and operating characteristics of the proposed use are compatible with the allowed uses
- that the operation of the use at the location would not be detrimental to the harmonious and orderly growth of the City or constitute hazard to the public convenience, health, interest, safety, or general welfare
- that the site is physically suitable for the project/use in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access and public services and utilities
- that the site is served by highways and streets adequate in width and improvement to carry the type and quantity of traffic the proposed use would likely generate

To make informed decisions, the Commission seeks trainings on topics relevant to their decision making by attending conferences and procuring study sessions on relevant topics. These items are reflected in their workplan. In addition, during the course of its work, the Planning Commission has also identified a list of land use priorities for City Council to consider during its priority setting process, which is also reflected in the workplan.

1. Study Sessions

Topic	Timeline	Notes	Budget	
Yearly Housing Legislation Enacted by the State Legislature	January 15, 2025	Presented by Assistant CAO	No Cost	
City Council Study Session - State of Santa Clara Real Estate & Development Market	February 13, 2025	Presented by the Urban Land Institute (ULI)	No Cost	
Mobile Food Vendor Ordinance	April 16, 2025	Presented by staff	No Cost	
CEQA	May 21, 2025	Presented by David J. Powers & Associates	No cost	
Data Centers	May 20, 2025	Joint Study Session w/ City Council	No Cost	
Due Process Requirements (e.g. how to respond to reporters)	September 2025	Assistant CAO	No Cost	
Infrastructure Planning to Support Future Growth				
VTA Transit Planning				
Code Enforcement: Rights & Obligations (enforcement of COA's)				
Capital Improvement Program (CIP) Budget Environmental Determinations and General Plan Conformity Findings				

2. Land Use Priorities for Council Consideration

Topic	Timeline	Notes		
Data Center Development Standards and Location Requirements				
Entertainment District				
Supportive Housing Solutions – Tiny Homes; Moveable Homes				
Sustainability				
Vacant & Blighted Building Ordinance				
Skilled Labor Policy				
Citizen Commission Overseeing SVP				



Agenda Report

25-1068

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 ("Unmanned Aircraft System") of Title 8 ("Health and Safety") of the Code of the City of Santa Clara, California.

BACKGROUND

At the October 21, 2025, Council meeting, proposed Ordinance No. 2080 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2080 was published in the Santa Clara Weekly on October 29, 2025, and copies were posted in three public places.

DISCUSSION

The proposed ordinance amends Chapter 8.60 of the Santa Clara City Code to update the City's local regulation of unmanned aircraft systems, commonly referred to as "drones."

The original ordinance, enacted in 2015, included a one-half mile flight restriction around certain events within the City and imposed drone design limitations. Since 2015, the Federal Aviation Administration (FAA) has issued updated guidance relating to the scope of federal regulation and federal preemption of municipal ordinances. Furthermore, drone technology has advanced such that commercially available drones have increased battery life allowing flight over longer distances and more advanced camera capability.

In order to address changes to the regulatory needs and advances in technology, the updates to the ordinance include the following: new defined terms; increase of the "launch and land" prohibited radius around Major Events from one-half mile to one mile or two miles, depending on the event location; prohibition of "launch and land" from public parks; prohibition of flight over schools and critical infrastructure; and, all prohibitions are subject to permitted exemption at the discretion of the Chief of Police or designee.

Updating the City Code addresses advancements in drone technology, enhances clarity, and aligns with FAA regulations to avoid preemption, ensuring local regulations remain effective and enforceable.

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 are no additional costs to the City beyond administrative staff time and related expenses, which are already included in the current budget.

COORDINATION

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

PUBLIC CONTACT

A summary of proposed Ordinance No. 2080 was published in the Santa Clara Weekly on October 29, 2025 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@santaclara.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 (“Unmanned Aircraft System”) of Title 8 (“Health and Safety”) of the Code of the City of Santa Clara, California.

Reviewed by: Cory Morgan, Chief of Police

Approved by: Jovan Grogan, City Manager.

ATTACHMENTS

1. Ordinance No. 2080 (Intro)

ORDINANCE NO. 2080

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 8.60 (“UNMANNED AIRCRAFT SYSTEMS”) OF TITLE 8 (“HEALTH AND SAFETY”) OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA”

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, In August 2015, the City Council approved Ordinance No. 1942 creating Chapter 8.60 (“Unmanned Aircraft Systems”) of Title 8 (“Health and Safety”) of the Santa Clara City Code, to promote public safety particularly for attendees at large venue public events by regulating the operation of unmanned aircraft systems (UAS) commonly referred to as “drones”;

WHEREAS, The Federal Aviation Administration (FAA) has since issued updated guidance, as set forth in the 2023 Fact Sheet on “State and Local Regulation of Unmanned Aircraft Systems,” reaffirming the FAA’s exclusive authority over airspace and air safety regulation and limiting what cities can lawfully restrict;

WHEREAS, Since 2015, the technology of UAS has advanced significantly allowing for increases in distances travelled, camera technology, and battery life;

WHEREAS, FAA restrictions include flight restrictions over sensitive areas such as stadiums and critical infrastructure, but these restrictions cannot be enforced by the Santa Clara Police Department due to jurisdictional rules;

WHEREAS, safety and privacy concerns surrounding the use of UAS extend to major events occurring City-wide in addition to the Stadium events, to use in City parks, over schools and critical infrastructure, and over private property; and

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WHEREAS, in the interests of promoting public safety and protecting privacy rights, the City Council now desires to amend the existing drone ordinance as set forth below.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That Chapter 8.60 (entitled “Unmanned Aircraft Systems”) of Title 8 (entitled “Health and Safety”) of “The Code of the City of Santa Clara, California,” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 8.60
UNMANNED AIRCRAFT SYSTEMS**

Sections:

- 8.60.010 Purpose and intent.**
- 8.60.020 Definitions.**
- 8.60.030 Prohibitions.**
- 8.60.040 Exemptions.**
- 8.60.050 Enforcement.**

8.60.010 Purpose and intent.

This chapter is intended to promote public safety City-wide and to specifically address the safety of people attending Major Events, as defined. To promote public safety, the City is implementing takeoff and landing restrictions by Unmanned Aircraft Systems as well as flight restrictions over specific areas. This ordinance is intended to operate in conjunction with any applicable existing laws and regulations, including those of the Federal Aviation Administration.

8.60.020 Definitions.

(a) “Levi’s® Stadium” shall mean the multipurpose stadium located on 4900 Marie P. DeBartolo Way, all lots located in the vicinity of such multipurpose stadium that permit patrons of licensed events to park motor vehicles, and all land and improvements thereon located within the immediate vicinity of such multipurpose stadium that are owned and/or operated by the owner of such multipurpose stadium.

(b) “Major event” shall mean any sporting event, concert or other form of entertainment occurring at Levi’s® Stadium; any sporting event, concert or other form of entertainment occurring at Santa Clara University facilities; or any event held in a public park, public streets, or open-air facility that is open to the public, and intended to attract people, with a capacity of more than 1,000 people.

(c) "Unmanned Aircraft" shall mean any device that is intended to navigate in the air without an onboard pilot and any aircraft that is operated without the possibility of human intervention from within or onboard the aircraft. The term "unmanned aircraft" includes any homemade or commercially available device also known as a "drone."

(d) "Unmanned Aircraft System" shall mean any unmanned aircraft and associated elements, including communication links and any components that control the unmanned aircraft or that are required for the pilot in command to operate safely and efficiently in the national airspace system.

8.60.030 Prohibitions.

(a) Takeoffs and landings. Except as set forth in section 8.60.040 below, it shall be unlawful for any person to initiate the takeoff or landing of an Unmanned Aircraft or Unmanned Aircraft System:

(1) Within a one-mile radius of, and within two hours before or after, a Major Event occurring within the City of Santa Clara, including, but not limited to, parades, outdoor concerts, street dances, festivals, art shows, sporting and recreational events, or large-scale community gatherings; and

(2) Within a two-mile radius, and within three hours before or after, any Major Event held at Levi's® Stadium; and

(3) In any City of Santa Clara public park.

(b) Flight and privacy restrictions. Except as set forth in section 8.60.040 below, it shall be unlawful for any person to operate an Unmanned Aircraft or Unmanned Aircraft System below 200 feet above ground level (AGL):

(1) Over any public or private school facilities during school hours;

(2) Over certain types of critical infrastructure including:

i. Emergency services facilities;

ii. Energy sector facilities that include electricity, oil, and/or natural gas resources.

(3) Over private property in a manner that harasses or violates the privacy rights of individuals present on the private property.

8.60.040 Exemptions.

(a) This chapter shall not prohibit the use of Unmanned Aircraft Systems by any public safety agency or department for lawful purposes and in a lawful manner.

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(b) The takeoff and landing of an Unmanned Aircraft or Unmanned Aircraft System as proscribed herein may be permitted by the Chief of Police, or designee. The grant of such a permit shall not excuse the permittee from compliance with all applicable laws and regulations in the operation of their Unmanned Aircraft or Unmanned Aircraft System.

8.60.050 Enforcement.

Pursuant to SCCC 1.05.070 and Chapter 8.45 SCCC, the City, in its prosecutorial discretion, may enforce violation(s) of the provisions of this chapter as a criminal, civil, and/or administrative action. Violators may be guilty of a misdemeanor. Equipment flown in violation of this chapter may be confiscated.”

SECTION 2: Ordinances Repealed. Excepting the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: 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.

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SECTION 4: 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 21ST day of October, 2025, by the following vote:

AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, Jain, and Park, 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



Agenda Report

25-1577

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Approving the Charter Review Committee Calendar of Regular Meetings for 2025 and 2026

BACKGROUND

On September 16, 2025 the City Council formally established this latest iteration of the Charter Review Committee (CRC) and appointed its members. Per the adopted Bylaws, the purpose of the CRC is to facilitate implementation of the comprehensive review of the City Charter to identify provision in the Charter that should be corrected, clarified or modified for the Charter to be fully consistent with applicable law, aligned with current best practices for City operations and, in general, easier to understand and apply. At the end of the process, the objective of the Charter Project is to produce a draft Charter Amendment for presentation to the City Council and, if the City Council so directs, possibly to the voters at the November 2026 election.

The City Charter (Article X, Section 1003) and City Code Section 2.120.020(d) state that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council. It is not clear if these provisions apply to the Charter Review Committee (CRC), but until such provision is clarified (maybe through a Charter amendment proposal from the Charter Review Committee itself), staff is presenting the CRC regular meeting calendar approved by the CRC at their October 22nd meeting for City Council approval.

DISCUSSION

At the October 22, 2025 CRC meeting the CRC Board considered and approved a schedule of regular meetings to commence on November 19, 2025. The meetings (8 in all) are scheduled to occur on the third Wednesday of every month through June of 2026. The meetings are scheduled to start at 6 p.m. and, unless there is a conflict, will normally be held in City Council Chambers. The Central Library is currently proposed as the alternative meeting location. Special meetings of the CRC may also be held as needed in order to complete the Charter Project in a timely manner.

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 government 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 to set the meetings.

COORDINATION

This report was coordinated with the City Manager's Office

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution approving the Charter Review Committee 2025/2026 Calendar of Meetings for the third Wednesday of each month, commencing November 19, 2025 and continuing through June 17 of 2026, each meeting commencing at 6:00 p.m. in City Council Chambers unless otherwise indicated.

Reviewed and Approved by: Glen Googins, City Attorney

ATTACHMENTS

1. Resolution Approving 2026 Charter Review Committee Calendar

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE CHARTER REVIEW COMMITTEE
CALENDAR OF MEETINGS FOR 2025 AND 2026**

WHEREAS, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, on October 22, 2025, the Charter Review Committee approved a regular meeting calendar for their 2025/2026 tenure, providing for regular meetings on the third Wednesday of each month starting on November 19, 2025 and ending on June 17, 2026, to be held at 6:00 p.m. in City Council Chambers unless otherwise directed and noticed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the following Schedule of Regular Meetings for the Charter Review Committee: November 19, 2025; December 17, 2025; January 14, 2026; February 18, 2026; March 18, 2026; April 15, 2026; May 20, 2026; and June 17, 2026. All meetings shall be held at 6:00 p.m. in City Council Chambers unless otherwise directed and noticed.
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 ____ DAY OF _____, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED:

COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA



Agenda Report

25-1039

Agenda Date: 11/4/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2025

BACKGROUND

In Fiscal Year 2014/15 the Stadium Authority Board (Board) requested that staff prepare quarterly Santa Clara Stadium Authority (Stadium Authority) Financial Status Reports. These reports provide an update on the events held at Levi's® Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara (City).

This report provides information covering the Stadium Authority's first quarter of the 2025/26 fiscal year (FY), which runs from April 1, 2025 to June 30, 2025.

The Adopted Stadium Authority Budget incorporates the estimated revenues and expenses for all Stadium Authority funds. As a part of the Stadium Authority policy to ensure adherence to the budget, a budget/encumbrance control system is used to ensure proper budgetary control. Budgetary appropriation control for expenditures is maintained at the fund level. The attached Financial Status Report provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

DISCUSSION

The attached financial status report provides information covering the Stadium Authority's first quarter (April 1, 2025 - June 30, 2025) of FY 2025/26. The report summarizes National Football League (NFL) and Non-NFL event activity at Levi's® Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

NFL Event Revenue and Expenses

There were no NFL games held in the first quarter of the FY 2025/26. Levi's® Stadium hosted the first 49ers pre-season game of the 2025 season on August 9, 2025, which will be included in the report for the second quarter.

Non-NFL Event Revenue and Expenses

There were two large-scale ticketed Non-NFL events and 16 special events which are detailed in the

report. The two ticketed Non-NFL events generated an average net profit of \$701,000 per event. Table 1 below summarizes revenues and expenditures for the two ticketed events.

Table 1

**Levi's Stadium
Ticketed Non-NFL Events Revenue and Expenditure Summary
As of June 30, 2025**

\$ In Millions

Ticketed Event	Revenue	Expense	Net
Concert 1	\$ 2.1	\$ 1.4	\$ 0.7
Concert 2	2.0	1.3	0.7
Total Ticketed Non-NFL Net Revenue to Date	\$ 4.1	\$ 2.7	\$ 1.4

The Non-NFL event ticket sales generated \$453,000 in base ticket surcharge revenue from the \$4 per ticket base surcharge for this period. One half of the base Non-NFL ticket surcharge will be deposited into the discretionary fund in accordance with Section 12.1 of the Stadium Lease, with the remaining half being accounted for as general Stadium revenues. As part of the Buffet and Public Safety Cost Settlement Agreement, the Non-NFL Ticket Surcharge was increased to a minimum of \$8 per ticket. Proceeds collected in excess of the \$4 base Non-NFL ticket surcharge generated \$567,000 in additional Non-NFL ticket surcharge and will be deposited in the public safety cost reserve. Public safety costs for these events totaled an estimated \$1.2 million. The City will be fully reimbursed by a combination of payments from ManCo on behalf of the Stadium Authority and offsite parking fees that were collected.

When combining ticketed and non-ticketed Non-NFL revenues to date, Table 2 below shows approximately \$2.2 million in net revenue (excluding surcharge revenue) through the end of the first quarter. This is a decrease of \$1.3 million from the prior year's Non-NFL event net revenue of \$3.5 million for the quarter. It should be noted the financial information provided are preliminary numbers and subject to change as additional revenues and/or expenditures are recorded.

Table 2

**Levi's Stadium
Net Revenue for Non-NFL Events
by Event Type
Historical Year-to-Date Through June 30, 2025**

EVENT TYPE	2023/24		2024/25		2025/26	
	No. of Events	Net Revenue	No. of Events	Net Revenue	No. of Events	Net Revenue
Ticketed Events						
Concerts	0	\$ -	2	\$ 2,207,319	2	\$ 1,401,550
Sporting events:						
Football (non-NFL)	0	-	0	-	0	-
Soccer	1	177,806	2	447,531	0	-
Miscellaneous events	0	-	0	-	0	-
Net Revenue from Ticketed Events	1	\$ 177,806	4	\$ 2,654,850	2	\$ 1,401,550
Subtotal Ticketed Events - Other Expenses ⁽³⁾		\$ -		\$ -		\$ -
Net Revenue from Special Events (weddings, corporate events, etc.)	22	\$ 772,876	20	\$ 643,421	16	\$ 327,962
Other Operating Income ⁽¹⁾		\$ 726,948		\$ 618,326		\$ 655,876
Other Operating Expenses ⁽²⁾		\$ (291,190)		\$ (407,007)		\$ (153,757)
Total Non-NFL Net Revenue ⁽³⁾	23	\$ 1,386,440	24	\$ 3,509,590	18	\$ 2,231,631

(1) Other Operating Income are income not attributable to a specific event. Examples are interest income and reimbursements unrelated to a specific event.

(2) Other Operating Expenses are expenses not attributable to a specific event. Examples are event selling expenses, administrative expenses and miscellaneous costs.

(3) Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge.

Stadium Builder Licenses (SBLs)

SBLs account for 8% of the Stadium Authority's annual budgeted revenue in FY 2025/26. There is a total of 67,177 currently active SBLs. Through the first quarter, since inception, the value of the active SBLs amount to \$559.3 million of which \$535.9 million has already been collected.

Stadium Authority Budgets

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Reports. In summary, total operating revenues were \$8.5 million representing 13% of the overall budget for revenues and total operating expenses were \$6.6 million or 17% of the budget. The debt service fund was able to pay down \$8.4 million in debt, bringing total Stadium Authority debt down to \$211.2 million. Capital expenses were \$5.3 million representing 24% of the overall Capital Expense (CapEx) budget.

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 in the environment.

FISCAL IMPACT

There is no fiscal impact to this report.

COORDINATION

This report was coordinated with the ManCo per section 4.6 of the Management Agreement as well as the Stadium Authority Counsel's Offices.

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 Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2025.

Reviewed by: Kenn Lee, Treasurer

Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. SCSA Financial Status Report for the Quarter Ending June 30, 2025

SCSA

Santa Clara Stadium Authority

SANTA CLARA STADIUM AUTHORITY FINANCIAL STATUS REPORT

Quarter Ending June 30, 2025



November 4, 2025

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Introduction

This Santa Clara Stadium Authority (Stadium Authority) Financial Status Report provides information covering the first quarter of the Stadium Authority's 2025/26 fiscal year (FY) which ended on June 30, 2025. Comparative data from prior fiscal years is also included.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2024/25 financial statements were audited by an external audit firm and presented to the Stadium Authority's Audit Committee (Audit Committee) on September 22, 2025 and submitted to the Stadium Authority Board (Board) to note and file the financial statements on October 21, 2025. The financial statements are published on the Stadium Authority's website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2025/26 budget was adopted by the Board on March 11, 2025.

Stadium Authority finances are structured so that the City of Santa Clara (City) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC ("Stadium Manager") or the Stadium Authority are fully reimbursed.

Methodology

Information provided in this report was based in part on documentation submitted by the Stadium Manager. Specifically, National Football League (NFL) and Non-NFL event statistics and financial information relating to the Stadium Manager expenses are provided by the Stadium Manager. Stadium Authority staff has access to select financial information submitted by the Stadium Manager provided through the Financial Management System and event reports received for Non-NFL events. These reports are received 45 days after each event for events with attendance greater than 25,000. More detailed documents are received within 90 days after the close of the quarter. For all other financial information, a full detailed review and/or audit of source documentation has not been completed by the Stadium Authority for this report.

The information provided reflects the best known and available at the time of the writing of this report and is subject to further revision and review. Revisions may occur based on the timing of revenue and expenditure activity for events in this quarter that continue beyond the timing of this report. Consequently, the Board's notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

NFL Events

This section provides fiscal year to date and comparative data for NFL games categorized as pre-season and regular season games. There were no NFL games held during the first quarter of FY 2025/26. Levi's® Stadium hosted the first 49ers pre-season game of the 2025 season on August 9, 2025, which will be included in the report for the second quarter.

Non-NFL Events

This section provides year to date and comparative data for Non-NFL events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. During the current reporting period, there were a total of 113,163 tickets sold for the two ticketed Non-NFL events that were held, resulting in \$453,000 Non-NFL event base ticket surcharge revenue (from the \$4 per ticket base surcharge for Non-NFL events) and \$567,000 in additional ticket surcharge revenue, derived from the additional proceeds exceeding the \$4 per ticket base surcharge. This is a decrease in base ticket surcharge revenue of \$190,000 or 29.5% over the same period in the prior year due to fewer Non-NFL events in the current period. It is also the first year that additional surcharge revenue has been collected.

The Stadium Manager reports that there were also 16 smaller special events held at Levi's® Stadium which is four events less than in the same period in the prior fiscal year. The attendance at these events also decreased from 12,341 in the prior period to 4,778 in the current year, a 61% decrease. Examples of these special events include corporate events of various sizes, weddings, holiday parties, high school dances, etc.

In correlation with the Non-NFL events held during the current reporting period, there were 10,129 cars parked at offsite lots and the City earned a total of \$68,000 in related offsite parking fees, which is derived from the \$6.71 per parking space fee that supports public safety costs associated with the permitted offsite parking lots. The offsite parking fee invoices can take up to a few months to be fully paid. The City has received \$7,000 of the offsite parking fees as of the date of this report.

Total Non-NFL event public safety costs were \$1.2 million, a decrease of \$246,000 from the prior year. The decrease in cost is due to fewer events being held in the current year when compared to the prior year. Of these costs, \$68,000 was covered by the offsite parking fee. The remaining \$1.2 million was invoiced to the Stadium Manager. Reimbursements usually take between 3 to 6 months from the event date due to the timing of third-party invoices and payment from the Stadium Manager.

Statistics for FY 2025/26 events are shown in Table 1 and comparative data from the last five years of operations are shown in Table 2. Additional historical data can be found in the Appendix.

Table 1

Levi's® Stadium
FY 2024/25 Non-NFL Event Statistics
As of June 30, 2025

	Concert Day 1 06/20/25	Concert Day 2 06/22/25	2025/26 YTD Special Events	2025/26 YTD Total
No. of Scanned Attendees	55,157	55,828		110,985
No. of Tickets Sold	56,460	56,703		113,163
Non-NFL Base Ticket Surcharge	\$ 225,840	\$ 226,812	\$ -	\$ 452,652
Non-NFL Additional Ticket Surcharge	\$ 282,966	\$ 284,058	\$ -	\$ 567,024
Total Ticket Surcharge	\$ 508,806	\$ 510,870	\$ -	\$ 1,019,676
No. of Non-NFL Special Events			16	16
Non-NFL Special Event Attendees			4,778	4,778
Cars Parked at Offsite Lots	4,628	5,501	-	10,129
City Offsite Parking Fee	\$ 31,054	\$ 36,912	\$ -	\$ 67,966
Stadium Public Safety Costs	\$ 635,256	\$ 606,449	\$ -	\$ 1,241,705
Less: Offsite Parking Fee Credit	\$ (31,054)	\$ (36,912)	\$ -	\$ (67,966)
Reimbursable Public Safety Costs	\$ 604,202	\$ 569,537	\$ -	\$ 1,173,739
Amount Reimbursed	\$ -	\$ -	\$ -	\$ -

Table 2

Levi's® Stadium
Historical Non-NFL Event Statistics

	2021/22 Q1 Total	2022/23 Q1 Total	2023/24 Q1 Total	2024/25 Q1 Total	2025/26 Q1 Total
No. of Non-NFL Ticketed Events	-	1	1	4	2
No. of Tickets Sold	-	50,478	41,000	160,558	113,163
Non-NFL Base Ticket Surcharge	\$ -	\$ 201,912	\$ 164,000	\$ 642,232	\$ 452,652
Non-NFL Additional Ticket Surcharge ⁽¹⁾	\$ -	\$ -	\$ -	\$ -	\$ 567,024
Total Ticket Surcharge	\$ -	\$ 201,912	\$ 164,000	\$ 642,232	\$ 1,019,676
No. of Non-NFL Special Events	-	19	22	20	16
Non-NFL Special Event Attendees	-	9,996	12,632	12,341	4,778
Cars Parked at Offsite Lots	-	5,666	4,497	15,048	10,129
City Offsite Parking Fee	\$ -	\$ 33,486	\$ 27,567	\$ 96,909	\$ 67,966
Stadium Public Safety Costs	\$ -	\$ 423,650	\$ 377,075	\$ 1,487,885	\$ 1,241,705
Less: Offsite Parking Fee Credit	\$ -	\$ (33,486)	\$ (27,567)	\$ (96,909)	\$ (67,966)
Reimbursable Public Safety Costs	\$ -	\$ 390,164	\$ 349,508	\$ 1,390,976	\$ 1,173,739

⁽¹⁾ The First Amendment to Amended and Restated Lease Agreement increased the ticket surcharge to a minimum of \$8 per ticket starting in FY 2025/26. The surcharge exceeding the \$4 per ticket base is shown in the table as additional ticket surcharge.

Table 3 summarizes ticketed Non-NFL revenues and expenditures by event reported by the Stadium Manager as of the report date. There were two ticketed Non-NFL events held in the first quarter of FY 2025/26 which generated an average net revenue of \$701,000 per event.

Table 3

Levi's® Stadium
Ticketed Non-NFL Events Revenue and Expenditure Summary
As of June 30, 2025

\$ In Millions

Ticketed Event	Revenue	Expense	Net
Concert 1	\$ 2.1	\$ 1.4	\$ 0.7
Concert 2	2.0	1.3	0.7
Total Ticketed Non-NFL Net Revenue to Date	\$ 4.1	\$ 2.7	\$ 1.4

Tables 4 and 5 show Non-NFL net revenue by event type and event revenue and expenses by category. For FY 2025/26, the Stadium Manager anticipates Non-NFL events to result in estimated net revenue of \$5.3 million, as cited in the FY 2025/26 Adopted Stadium Authority Budget. In the first quarter of FY 2025/26, ticketed events and non-ticketed special events contributed \$1.4 million and \$328,000 in net revenue, respectively. There was also non-event specific income of \$656,000 earned on Non-NFL events cash reserves offset by \$154,000 of non-event specific other expenses. Stadium Manager reported a net revenue of \$2.2 million for the current reporting period.

Overall, the first quarter of FY 2025/26 Non-NFL event net revenue decreased by \$1.3 million when compared to the same period in the prior year. This decrease was made up of ticketed Non-NFL net revenue decreasing by \$1.2 million due to less profitable concerts and no soccer matches being held during the current reporting period. Special event net revenue also decreased by \$315,000 due to fewer events and overall, less profitable events held during the current reporting period. These decreases in net revenue were offset by an increase to other operating income of \$38,000 and a decrease of other operating expenses of \$253,000 when compared to the prior year.

Table 4

Levi's Stadium
Net Revenue for Non-NFL Events
by Event Type
Historical Year-to-Date through June 30, 2025

EVENT TYPE	2021/22		2022/23		2023/24		2024/25		2025/26	
	No. of Events	Net Revenue	No. of Events	Net Revenue	No. of Events	Net Revenue	No. of Events	Net Revenue	No. of Events	Net Revenue
Ticketed Events										
Concerts	0	\$ -	1	\$ 320,231	0	\$ -	2	\$ 2,207,319	2	\$ 1,401,550
Sporting events:										
Football (non-NFL)	0	-	0	-	0	-	0	-	0	-
Soccer	0	-	0	-	1	177,806	2	447,531	0	-
Miscellaneous events	0	-	0	-	0	-	0	-	0	-
Net Revenue from Ticketed Events	0	\$ -	1	\$ 320,231	1	\$ 177,806	4	\$ 2,654,850	2	\$ 1,401,550
Subtotal Ticketed Events - Other Expenses ⁽³⁾		\$ -		\$ -		\$ -		\$ -		\$ -
Net Revenue from Special Events (weddings, corporate events, etc.)	0	\$ -	19	\$ 557,805	22	\$ 772,876	20	\$ 643,421	16	\$ 327,962
Other Operating Income ⁽¹⁾		\$ -		\$ 12,182		\$ 726,948		\$ 618,326		\$ 655,876
Other Operating Expenses ⁽²⁾		\$ -		\$ (246,496)		\$ (291,190)		\$ (407,007)		\$ (153,757)
Total Non-NFL Net Revenue ⁽³⁾	0	\$ -	20	\$ 643,722	23	\$ 1,386,440	24	\$ 3,509,590	18	\$ 2,231,631

⁽¹⁾ Other Operating Income are income not attributable to a specific event. Examples are interest income and reimbursements unrelated to a specific event.

⁽²⁾ Other Operating Expenses are expenses not attributable to a specific event. Examples are event selling expenses, administrative expenses and miscellaneous costs.

⁽³⁾ Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge.

Table 5

Levi's® Stadium
Non-NFL Event Results by Category
As of June 30, 2025

	2025/26 YTD Total
REVENUE:	
Special Event Revenue	\$ 955,382
Ticket Platform Fees	1,483,519
Suite Ticket Revenue	119,284
Parking	701,600
Food & Beverage - Ticketed Events	1,681,202
Food & Beverage - Special Events	92,940
Miscellaneous ⁽¹⁾	767,829
Total Revenue	\$ 5,801,756
EXPENSE:	
Public Safety/Security	\$ 1,786,960
Event Staff	1,343,465
Parking	590,848
Catering - Special Events	523,688
General Event Related Expenses	1,199,374
Expense Reimbursement from Event Licensee ⁽²⁾	153,757
Miscellaneous ⁽³⁾	(2,027,967)
Total Expense	\$ 3,570,125
Total Non-NFL Net Revenue	\$ 2,231,631

⁽¹⁾ Includes venue rental fees, net merchandise sales, interest income, and other revenues.

⁽²⁾ Expenses incurred for Non-NFL events can either be the responsibility of the SCSA or the Event Licensee depending on the nature of the expense. This figure represents the total expenses incurred by the SCSA that were the responsibility of the Event Licensee for which the SCSA has been reimbursed, net of the Event Licensee's share of ancillary revenues.

⁽³⁾ Includes catered events department staff costs, non-event specific staff costs, and other expenses.

Discretionary Fund

The Discretionary Fund is funded by revenue equal to \$2 of the base Non-NFL event ticket surcharge. The two ticketed Non-NFL event contributed \$226,000 to the Discretionary Fund in the current period. This is based on the tickets sold provided by the Stadium Manager.

Table 6 shows the revenues and expenses in the Discretionary Fund for the last five years. Additional historical data can be found in the Appendix. The balance at the end of this reporting period was \$941,000.

Table 6

Discretionary Fund Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2021/22	\$ 2,327,832	\$ -	\$ (18)	\$ 2,327,850
2022/23	2,327,850	639,896	1,300,051	1,667,695
2023/24	1,667,695	796,628	-	2,464,323
2024/25	2,464,323	696,960	2,446,508	714,775
2025/26	714,775	226,326	-	941,101

Public Safety Cost Reserve

The Public Safety Cost Reserve is funded by proceeds from the additional Non-NFL ticket surcharge that exceed the \$4 per ticket base ticket surcharge. During the current period, two ticketed Non-NFL event contributed \$567,000 to the Public Safety Cost Reserve. This is based on the tickets sold provided by the Stadium Manager.

Table 7 shows revenues in the Public Safety Cost Reserve. This is the first year additional surcharge revenue has been collected.

Table 7

Public Safety Cost Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2025/26	\$ -	\$ 567,024	\$ -	\$ 567,024

Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses ("SBLs") is \$559.3 million and, as of June 30, 2025, 95.8% of the total principal value of all these SBLs (i.e., \$535.9 million) had been collected. Payment for the sale of SBLs can be financed over 10 years.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments are due by March 1st each year. The majority of SBL holders make their payments on

time. For those that do not pay on time, SBL service staff, working for the Stadium Manager on the Stadium Authority's behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, a SBL can be defaulted for non-payment. Once a SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL events and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

When SBL holders do not purchase NFL season tickets, their SBL is not defaulted, however they lose exclusive rights to their seats and their seats may be sold to another SBL holder. This results in cases where a seat may have more than one SBL associated with it and why there are currently more active SBLs than there are available SBL seats. If the original SBL holder decides to purchase season tickets in the future, they can relocate to a new seat in the same or higher price level, subject to availability. If the relocation results in a change in price level, they need to pay for the difference between their original SBL and the new one. If they chose not to relocate, they must wait for their seat to be available again before they can purchase NFL season tickets.

There is a total of 67,177 currently active SBLs. This is a decrease of 377 from the total active SBLs at the end of the prior fiscal year (March 31, 2025). The main reasons for the decrease are due to SBL defaults offset by sale of new SBLs and the customer seat relocation program. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 171 SBLs were sold for a total face value of \$1.2 million. The customer seat relocation program resulted in an increase of \$458,000 to the SBL face value, while netting 211 more SBLs. There were also 759 SBLs defaulted during the quarter with a face value of \$4.6 million.

Additional details regarding currently active SBLs are noted in Table 8.

Table 8

Santa Clara Stadium Authority

Currently Active Stadium Builder License (SBL) Summary ⁽¹⁾

Through June 30, 2025											
Seat Value	SBL Seats Available	SBL Seats Sold as of 3/31/25	New SBL Sales	Net SBL Relocations	SBL Defaults	Other	SBL Seats Sold	SBL Value	SBL Collected	% SBL Principal Collected	
\$ 141,392	100	100	-	-	-	-	100	\$ 14,082,625	\$ 13,999,968	99.4%	
\$ 80,000	942	942	-	-	-	-	942	\$ 75,360,000	\$ 74,738,913	99.2%	
\$ 40,000	2	2	-	-	-	-	2	\$ 80,000	\$ 79,600	99.5%	
\$ 30,000	4,945	4,684	10	(1)	(29)	-	4,664	\$ 139,920,000	\$ 135,116,530	96.6%	
\$ 20,000	3,475	3,083	8	1	(24)	-	3,068	\$ 61,360,000	\$ 57,222,399	93.3%	
\$ 17,500	90	87	-	-	-	-	87	\$ 1,522,500	\$ 1,211,024	79.5%	
\$ 15,000	7	7	-	-	-	-	7	\$ 105,000	\$ 105,000	100.0%	
\$ 12,000	2,163	2,198	2	1	(22)	-	2,179	\$ 26,148,000	\$ 24,996,827	95.6%	
\$ 10,000	7	7	-	-	-	-	7	\$ 70,000	\$ 69,915	99.9%	
\$ 6,000	20,656	21,023	65	4	(184)	-	20,908	\$ 125,448,000	\$ 120,729,424	96.2%	
\$ 5,000	14,311	14,503	62	10	(280)	-	14,295	\$ 71,475,000	\$ 66,216,499	92.6%	
\$ 4,000	916	927	-	(5)	(1)	-	921	\$ 3,684,000	\$ 3,668,965	99.6%	
\$ 3,000	88	89	-	-	-	-	89	\$ 267,000	\$ 264,863	99.2%	
\$ 2,500	36	40	-	-	-	-	40	\$ 100,000	\$ 99,998	100.0%	
\$ 2,000	18,392	19,829	24	201	(219)	-	19,835	\$ 39,670,000	\$ 37,389,660	94.3%	
\$ 1,000	26	33	-	-	-	-	33	\$ 33,000	\$ 32,973	99.9%	
Total	66,156	67,554	171	211	(759)	-	67,177	\$ 559,325,125	\$ 535,942,558	95.8%	

Plus: Interest on financed SBLs **\$ 67,778,555**
 Total Principal & Interest **\$ 603,721,113**

⁽¹⁾ This table does not include \$39.1 million that has been collected life-to-date from defaulted SBL holders.

Santa Clara Stadium Authority Budget Status Reports

Operating Budget

With 25% of the fiscal year complete, total operating revenues for the first quarter of the 2025/26 Fiscal Year were \$8.5 million representing 13% of the overall budget for revenues. The primary reasons that revenue is below 25% (par level through three months) is because Non-NFL event net revenue is recorded at the end of the fiscal year in accordance with Article 5 of the Stadium Management Agreement. Additionally, NFL ticket surcharge revenue is recorded in second quarter when the NFL season starts, and the first SBL proceeds are also received during that quarter. During the current reporting period, the Stadium Authority recognized \$6.2 million in rent from StadCo, \$1 million in interest, \$1 million in Non-NFL ticket surcharge, and \$135,000 in sponsorship (STR) revenue.

Total Operating expenses were \$6.6 million, or 17% of the annual budget. Shared Stadium Manager expenses were at 25% of the budget, or \$3.4 million of the \$14.0 million budgeted amount and SBL Sales and Service expenses were 25% of the budget or \$581,000. The Stadium Authority pays for all utility costs from February 1st through July 31st and the tenant (StadCo) pays for utility costs from August 1st through January 31st (Tenant Season). Therefore, utility costs are 50% of the budget for the year, or \$898,000. The current period covers 50% (three out of the six months) that the Stadium Authority is responsible for utility costs. Lastly, Stadium Authority G&A costs were tracking below budgeted levels at \$456,000 or 10% of the budget.

Additional details are shown in Table 9.

Table 9
Santa Clara Stadium Authority
Operating Budget Status Report
For the Period Ending June 30, 2025 and 2024

	Period Ending June 30, 2025						Period Ending June 30, 2024					
	Adopted Budget	Amended ⁽¹⁾ Budget	YTD Actuals	Budget to Actual Difference	% Received		Final Budget	YTD Actuals	Budget to Actual Difference	% Received		
Beginning Fund Balance												
Discretionary Fund Reserve	\$ 849,323	\$ 714,775	\$ 714,775	\$ -	NA		\$ 2,464,323	\$ 2,464,323	\$ -	NA		
Legal Contingency Reserve - Buffet Costs	-	-	-	-	NA		3,321,116	3,321,116	-	NA		
Legal Contingency Reserve - Public Safety Costs	-	-	-	-	NA		7,324,722	7,324,722	-	NA		
Operating Reserve	26,878,464	26,878,328	26,878,328	-	NA		26,095,478	26,095,478	-	NA		
Renovation/Demolition Reserve	43,226,735	43,771,643	43,771,643	-	NA		31,440,735	31,440,735	-	NA		
Stadium Funding Trust Reserve	5,750,512	3,898,514	3,898,514	-	NA		3,611,041	3,611,041	-	NA		
Unrestricted	10,134,099	14,643,276	14,643,276	-	NA		15,915,719	15,915,719	-	NA		
Total Beginning Fund Balance	\$ 86,839,133	\$ 89,906,536	\$ 89,906,536	\$ -	NA		\$ 90,173,134	\$ 90,173,134	\$ -	NA		
Revenue												
NFL Ticket Surcharge	\$ 15,034,000	\$ 15,034,000	\$ -	\$ 15,034,000	0%		\$ 14,595,000	\$ -	\$ 14,595,000	0%		
SBL Proceeds	5,156,000	5,156,000	-	5,156,000	0%		7,969,000	-	7,969,000	0%		
Interest	3,421,000	3,421,000	1,109,025	2,311,975	32%		5,435,000	1,357,151	4,077,849	25%		
Net Revenues from Non-NFL Events	5,300,000	5,300,000	-	5,300,000	0%		9,250,000	-	9,250,000	0%		
Naming Rights	8,065,000	8,065,000	-	8,065,000	0%		7,830,000	-	7,830,000	0%		
Sponsorship Revenue (STR)	722,000	722,000	135,371	586,629	19%		519,000	237,765	281,235	46%		
Rent	24,762,000	24,762,000	6,190,500	18,571,500	25%		24,762,000	6,190,500	18,571,500	25%		
Senior & Youth Program Fees	270,000	270,000	-	270,000	0%		279,000	-	279,000	0%		
Non-NFL Event Ticket Surcharge	3,426,000	3,426,000	1,023,728	2,402,272	30%		1,149,000	634,648	514,352	55%		
Non-NFL Events PSC Depreciation Reimbursement	89,000	89,000	-	89,000	0%		-	-	-	NA		
Other Revenue	-	-	16,437	(16,437)	NA		-	-	-	NA		
Total Revenue	\$ 66,245,000	\$ 66,245,000	\$ 8,475,061	\$ 57,769,939	13%		\$ 71,788,000	\$ 8,420,064	\$ 63,367,936	12%		
Total Source of Funds	\$ 153,084,133	\$ 156,151,536	\$ 98,381,597	\$ 57,769,939	63%		\$ 161,961,134	\$ 98,593,198	\$ 63,367,936	61%		
Expenses												
Shared Stadium Manager Expenses												
Stadium Operations	\$ 3,489,000	\$ 3,489,000	\$ 872,267	\$ 2,616,733	25%		\$ 3,384,000	\$ 845,992	\$ 2,538,008	25%		
Engineering	3,752,000	3,752,000	937,943	2,814,057	25%		3,935,000	983,810	2,951,190	25%		
Guest Services	486,000	486,000	121,406	364,594	25%		621,000	155,136	465,864	25%		
Groundskeeping	550,000	550,000	137,456	412,544	25%		316,000	79,122	236,878	25%		
Security	1,905,000	1,905,000	476,235	1,428,765	25%		1,602,000	400,411	1,201,589	25%		
Insurance	3,530,000	3,530,000	882,449	2,647,551	25%		3,427,000	856,747	2,570,253	25%		
Stadium Management Fee	277,000	277,000	-	277,000	0%		533,000	-	533,000	0%		
Shared Stadium Mng'r Exps Subtotal	\$ 13,989,000	\$ 13,989,000	\$ 3,427,756	\$ 10,561,244	25%		\$ 13,818,000	\$ 3,321,218	\$ 10,496,782	24%		
Other Operating Expenses												
SBL Sales and Service	\$ 2,324,000	\$ 2,324,000	\$ 580,885	\$ 1,743,115	25%		\$ 2,611,000	\$ 611,912	\$ 1,999,088	23%		
Buffet Costs	927,000	927,000	-	927,000	0%		900,000	-	900,000	0%		
Senior & Youth Fees (paid to City)	270,000	270,000	-	270,000	0%		279,000	-	279,000	0%		
Ground Rent (paid to City)	1,000,000	1,000,000	1,000,000	-	100%		1,000,000	1,000,000	-	100%		
Performance Rent (paid to City)	2,150,000	2,150,000	-	2,150,000	0%		11,450,000	-	11,450,000	0%		
Discretionary Fund Expense	250,000	250,000	-	250,000	0%		250,000	-	250,000	0%		
Utilities	1,796,000	1,796,000	898,080	897,920	50%		1,711,000	743,941	967,059	43%		
Use of StadCo Tenant Improvements	106,000	106,000	16,170	89,830	15%		172,000	45,416	126,584	26%		
Stadium Authority G&A	4,687,000	4,687,000	465,149	4,221,851	10%		4,288,000	781,462	3,506,538	18%		
Naming Rights Commission	1,724,000	1,724,000	49,659	1,674,341	3%		136,000	48,213	87,787	35%		
Other Expenses	763,000	763,000	190,991	572,009	25%		748,000	186,944	561,056	25%		
PSC Over Threshold	2,143,000	2,143,000	-	2,143,000	0%		2,312,000	-	-	0%		
PSC 2024 Outstanding Balance	2,972,000	2,972,000	-	2,972,000	0%		9,487,000	-	9,487,000	0%		
Transfer to City General Fund from Excess Revenues	2,972,000	2,972,000	-	2,972,000	0%		6,166,000	-	6,166,000	0%		
Other Operating Expenses Subtotal	\$ 24,084,000	\$ 24,084,000	\$ 3,200,934	\$ 20,883,066	13%		\$ 41,510,000	\$ 3,417,888	\$ 35,780,112	8%		
Total Expenses	\$ 38,073,000	\$ 38,073,000	\$ 6,628,690	\$ 31,444,310	17%		\$ 55,328,000	\$ 6,739,106	\$ 46,276,894	12%		
Transfers Out												
Debt Service	\$ 17,646,000	\$ 17,646,000	\$ -	\$ 17,646,000	0%		\$ 17,471,000	\$ -	\$ 17,471,000	0%		
Capital Expenditures Reserve	5,153,000	5,153,000	-	5,153,000	0%		4,032,000	-	4,032,000	0%		
CapEx Reserve - Levi's Naming Rights	-	-	-	-	NA		1,575,000	-	1,575,000	0%		
Total Transfers Out	\$ 22,799,000	\$ 22,799,000	\$ -	\$ 22,799,000	0%		\$ 23,078,000	\$ -	\$ 23,078,000	0%		
Ending Fund Balance												
Discretionary Fund Reserve	\$ 1,180,323	\$ 1,045,775	\$ 941,101	\$ 104,674	NA		\$ 477,323	\$ 2,781,647	\$ (2,304,324)	NA		
Legal Contingency Reserve - Buffet Costs	-	-	-	-	NA		-	-	-	NA		
Legal Contingency Reserve - Public Safety Costs	-	-	-	-	NA		-	-	-	NA		
Operating Reserve	27,684,464	27,684,328	26,878,328	806,000	NA		26,878,478	26,095,478	783,000	NA		
Public Safety Cost Reserve	-	-	567,024	(567,024)	NA		-	-	-	NA		
Renovation/Demolition Reserve	49,169,735	49,714,643	43,771,643	5,943,000	NA		43,772,576	31,440,735	12,331,841	NA		
Stadium Funding Trust Reserve	9,456,000	7,604,002	603,216	7,000,786	NA		5,750,645	689,370	5,061,275	NA		
Unrestricted	4,721,611	9,230,788	18,991,595	(9,760,807)	NA		6,676,112	30,846,862	(24,170,750)	NA		
Total Ending Fund Balance	\$ 92,212,133	\$ 95,279,536	\$ 91,752,907	\$ 3,526,629	NA		\$ 83,555,134	\$ 91,854,092	\$ (8,298,958)	NA		
Total Use of Funds	\$ 153,084,133	\$ 156,151,536	\$ 98,381,597	\$ 57,769,939	63%		\$ 161,961,134	\$ 98,593,198	\$ 61,055,936	61%		

⁽¹⁾ Adjustments include previously approved budget amendments through October 21, 2025

Debt Service Budget

The Stadium Authority's FY 2025/26 debt service revenue budget of \$3.6 million represents anticipated contributions from the Community Facilities District (CFD). The CFD levies and collects a special hotel tax on hotel rooms within the CFD. All collections from the special CFD hotel taxes are contributed to Stadium Authority to pay down the CFD Advance. The CFD Advance is payable solely from amounts received by the Stadium Authority from the CFD. During the first quarter, \$876,000 was contributed by the CFD, or 24% of the annual budget. Of this amount, \$543,000 was collected and used to pay down the CFD Advance principal.

Total Stadium Authority debt service expenses for the current reporting period were \$11.1 million, or 54% of the budgeted amount. The debt service expenses for the CFD Advance, and the Term A Loan were \$927,000, and \$10.1 million respectively.

As of June 30, 2025, the total outstanding amount of Stadium Authority debt had declined to \$211.2 million. This is a reduction in principal of \$8.4 million from the March 31, 2025 outstanding debt amount of \$219.6 million.

Additional details are shown in Tables 10 and 11 and Chart 1.

Table 10

Santa Clara Stadium Authority
Debt Service Budget Status Report
For the Period Ending June 30, 2025 and 2024

	Period Ending June 30, 2025						Period Ending June 30, 2024					
	Adopted Budget	Amended ⁽¹⁾ Budget	YTD Actuals	Budget to Actual Difference	% Received		Final Budget	YTD Actuals	Budget to Actual Difference	% Received		
Beginning Fund Balance												
Required Debt Service Reserve	\$ 11,536,235	\$ 11,536,235	\$ 11,536,235	\$ -	NA		\$ 11,536,235	\$ 11,536,235	\$ -	NA		
Debt Service Reserve	8,820,980	8,706,100	8,706,100	-	NA		8,122,980	8,122,980	-	NA		
Total Beginning Fund Balance	\$ 20,357,215	\$ 20,242,335	\$ 20,242,335	\$ -	NA		\$ 19,659,215	\$ 19,659,215	\$ -	NA		
Revenue												
Contribution from CFD	\$ 3,605,000	\$ 3,605,000	\$ 876,404	\$ 2,728,596	24%		\$ 3,457,000	\$ 842,637	\$ 2,614,363	24%		
Total Revenues	\$ 3,605,000	\$ 3,605,000	\$ 876,404	\$ 2,728,596	24%		\$ 3,457,000	\$ 842,637	\$ 2,614,363	24%		
Transfers In												
Transfers In from Operating	\$ 17,646,000	\$ 17,646,000	\$ -	\$ 17,646,000	0%		\$ 17,471,000	\$ -	\$ 17,471,000	0%		
Total Transfers In	\$ 17,646,000	\$ 17,646,000	\$ -	\$ 17,646,000	0%		\$ 17,471,000	\$ -	\$ 17,471,000	0%		
Total Source of Funds	\$ 41,608,215	\$ 41,493,335	\$ 21,118,739	\$ 20,374,596	51%		\$ 40,587,215	\$ 20,501,852	\$ 20,085,363	51%		
	Adopted Budget	Amended ⁽¹⁾ Budget	YTD Actuals	Budget to Actual Difference	% Used		Final Budget	YTD Actuals	Budget to Actual Difference	% Used		
Expenses												
CFD Advance	\$ 3,565,000	\$ 3,565,000	\$ 926,770	\$ 2,638,230	26%		\$ 3,429,000	\$ 885,286	\$ 2,543,714	26%		
Term A Loan	17,080,000	17,080,000	10,148,322	6,931,678	59%		16,933,000	9,708,101	7,224,899	57%		
Total Expenses	\$ 20,645,000	\$ 20,645,000	\$ 11,075,092	\$ 9,569,908	54%		\$ 20,362,000	\$ 10,593,387	\$ 9,768,613	52%		
Ending Fund Balance												
Required Debt Service Reserve	\$ 11,536,235	\$ 11,536,235	\$ 11,536,235	\$ -	NA		\$ 11,536,235	\$ 11,536,235	\$ -	NA		
Debt Service Reserve	9,426,980	9,312,100	(1,492,588)	10,804,688	NA		8,688,980	(1,627,770)	10,316,750	NA		
Total Ending Fund Balance	\$ 20,963,215	\$ 20,848,335	\$ 10,043,647	\$ 10,804,688	NA		\$ 20,225,215	\$ 9,908,465	\$ 10,316,750	NA		
Total Use of Funds	\$ 41,608,215	\$ 41,493,335	\$ 21,118,739	\$ 20,374,596	51%		\$ 40,587,215	\$ 20,501,852	\$ 20,085,363	51%		

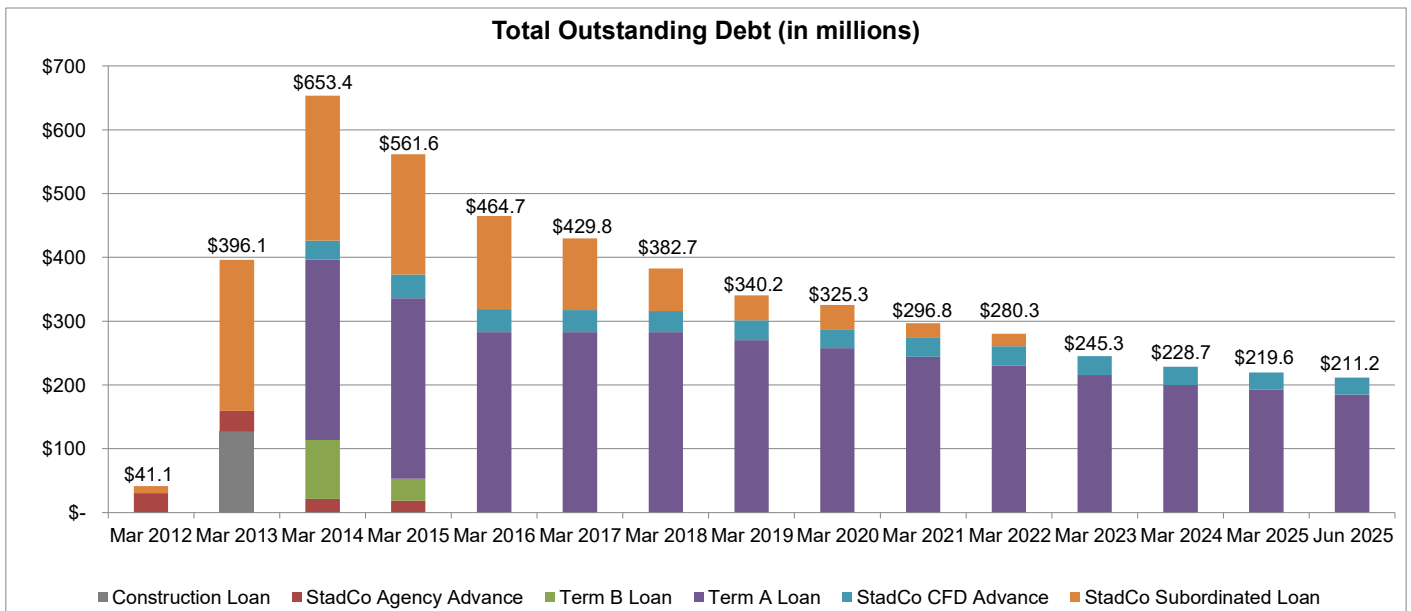
⁽¹⁾Adjustments include previously approved budget amendments through October 21, 2025

Table 11

Santa Clara Stadium Authority
Debt Summary Report
 Period Ending June 30, 2025

Type of Indebtedness	Interest Rates	Outstanding as of		Outstanding as of	
		March 31, 2025	Net Change		June 30, 2025
Stadium Funding Trust Loan:					
Term A Loan	5.00%	\$ 192,656,344	\$ (7,838,094)	\$	184,818,249
StadCo CFD Advance	5.73%	26,952,920	(542,750)		26,410,170
Total		\$ 219,609,263	\$ (8,380,844)	\$	211,228,419

Chart 1



Capital Expense (CapEx) Plan Budget

As part of the CapEx Plan, the following projects were underway during the current reporting period:

- Aesthetic Improvements – Premium Areas/Special Event Spaces
- Broadcast Booth Window System Replacement
- General Areas/Coating Main Deck
- IT Replacement of end of life Network equipment
- LED Retrofit Project - Phase 1
- Levi's® Naming Rights Signage Refurbishment
- Lighting System - Controls System
- Lighting Systems – Fixture Replacement of Major Outdoor Lighting/LED Retrofit
- Main Kitchen Equipment
- Plumbing - Boilers
- Radio Booth Cabling
- Security General Allowance
- Stormwater System Assessment and Replacements
- Women's Locker Room

A total of \$5.3 million has been spent in the first quarter of FY 2025/26, which amounts to 24% of the budget. There has also been some activity on warranty work which makes up 7% of the CapEx Budget.

Additional details are shown below in Table 12.

Table 12

Santa Clara Stadium Authority
CapEx Budget Status Report
For the Period Ending June 30, 2025 and 2024

	Period Ending June 30, 2025					Period Ending June 30, 2024				
	Adopted Budget	Amended ⁽¹⁾ Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received	
Beginning Fund Balance	\$ 16,072,834	\$ 17,278,221	\$ 17,278,221	\$ -	NA	\$ 19,862,834	\$ 19,862,834	\$ -	NA	
Revenue										
Other Revenue	\$ -	\$ 797,607	\$ -	\$ 797,607	0%	\$ -	\$ -	\$ -	NA	
Total Revenue	\$ -	\$ 797,607	\$ -	\$ 797,607	0%	\$ -	\$ -	\$ -	NA	
Transfers In										
Transfers In from Operating	\$ 5,153,000	\$ 5,153,000	\$ -	\$ 5,153,000	0%	\$ 4,032,000	\$ -	\$ 4,032,000	0%	
Transfers In from Operating - Levi's Naming Rights	-	-	-	-	NA	1,575,000	-	1,575,000	0%	
Total Transfers In	\$ 5,153,000	\$ 5,153,000	\$ -	\$ 5,153,000	0%	\$ 5,607,000	\$ -	\$ 5,607,000	0%	
Total Source of Funds	\$ 21,225,834	\$ 23,228,828	\$ 17,278,221	\$ 5,950,607	74%	\$ 25,469,834	\$ 19,862,834	\$ 5,607,000	78%	
	Adopted Budget	Amended ⁽¹⁾ Budget	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used	
Expenses										
Construction	\$ 12,517,000	\$ 15,673,379	\$ 5,240,772	\$ 10,432,607	33%	\$ 15,697,725	\$ 369,594	\$ 15,328,131	2%	
Equipment	3,731,000	3,856,765	57,964	3,798,801	2%	5,943,000	1,065,658	4,877,342	18%	
Contingency & Misc	813,000	813,000	-	813,000	0%	973,000	-	973,000	0%	
Stadium Warranty Related Construction	1,528,000	1,528,000	-	1,528,000	0%	1,528,000	-	1,528,000	0%	
Total Expenses	\$ 18,589,000	\$ 21,871,144	\$ 5,298,736	\$ 16,572,408	24%	\$ 24,141,725	\$ 1,435,252	\$ 22,706,473	6%	
Ending Fund Balance	\$ 2,636,834	\$ 1,357,684	\$ 11,979,485	\$ (10,621,801)	NA	\$ 1,328,109	\$ 18,427,582	\$ (17,099,473)	NA	
Total Use of Funds	\$ 21,225,834	\$ 23,228,828	\$ 17,278,221	\$ 5,950,607	74%	\$ 25,469,834	\$ 19,862,834	\$ 5,607,000	78%	

(1) Adjustments include previously approved budget amendments through October 21, 2025

City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of \$1.1 million that was contributed to the General Fund as shown in Table 13. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 13

City of Santa Clara Net General Fund Impact

For Stadium Authority
Period Ending June 30, 2025

Ground Rent	\$	1,000,000
Sales Tax		102,268
Total Net General Fund Impact	\$	1,102,268

Public Safety and Administrative Cost Reimbursement

As described in earlier sections of this report, costs incurred by the City on NFL and Non-NFL events are tracked and billed to the Stadium Manager. Reimbursement is monitored and included in this report. In the current period, public safety costs incurred in support of Non-NFL events held at Levi's® Stadium totaled \$1.1 million. The reimbursements come from a combination of payments from the Stadium Manager and the offsite parking fees that were collected. The City has not received the reimbursements as of the date of this report.

The current balance of the Public Safety Costs (PSC) 2024 Outstanding Balance is \$5.3 million and is projected to be paid through excess revenues. It is currently estimated that the PSC 2024 Outstanding Balance will be paid off by FY 2027/28. See the Glossary for more information on this balance.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In the first quarter of FY 2025/26, a total of \$363,000 of administrative staff costs were incurred by the General Fund, which have been reimbursed to the City.

Senior and Youth Fee

The City's General Fund did not collect any Senior and Youth fees in the current period since there were no NFL games held. See the Glossary for more information on these revenues and how they are calculated.

Other Revenue Impacts

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last quarter of sales tax collections from Levi's® Stadium transactions generated \$102,000 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in potentially more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is impossible to say exactly what portion of the City's TOT collections is due to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities.

Glossary

This section of the report provides details behind key terms that are used in the body of this report.

Discretionary Fund – This is funded by \$2 of the base Non-NFL ticket surcharge and has been used to cover NFL public safety costs above the public safety cost threshold and other items at the Stadium Authority's discretion. It is anticipated that the discretionary fund will continue to cover NFL public safety costs above the threshold. Stadium Authority may transfer up to half of the balance of the Discretionary Fund over \$1.0 million from the Discretionary Fund to the City's General Fund if (1) adequate provision has been made for the replacement of and upgrades to capital improvements contemplated under the Public Safety Plan and (2) an equal amount is transferred from the Discretionary Fund to Stadium Authority's operating fund to be included as Stadium Authority Revenue.

Ground Lease – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in Table 14.

Table 14

Lease Year	Fiscal Year	Annual Fixed Ground Rent	Cumulative Total
1	2014/15	\$ 180,000	\$ 180,000
2	2015/16	\$ 215,000	\$ 395,000
3	2016/17	\$ 250,000	\$ 645,000
4	2017/18	\$ 285,000	\$ 930,000
5	2018/19	\$ 320,000	\$ 1,250,000
6	2019/20	\$ 355,000	\$ 1,605,000
7	2020/21	\$ 390,000	\$ 1,995,000
8	2021/22	\$ 425,000	\$ 2,420,000
9	2022/23	\$ 460,000	\$ 2,880,000
10	2023/24	\$ 495,000	\$ 3,375,000
11	2024/25	\$ 1,000,000	\$ 4,375,000
12	2025/26	\$ 1,000,000	\$ 5,375,000
13	2026/27	\$ 1,000,000	\$ 6,375,000
14	2027/28	\$ 1,000,000	\$ 7,375,000
15	2028/29	\$ 1,000,000	\$ 8,375,000
16	2029/30	\$ 1,100,000	\$ 9,475,000
17	2030/31	\$ 1,100,000	\$ 10,575,000
18	2031/32	\$ 1,100,000	\$ 11,675,000
19	2032/33	\$ 1,100,000	\$ 12,775,000
20	2033/34	\$ 1,100,000	\$ 13,875,000
21	2034/35	\$ 1,200,000	\$ 15,075,000
22	2035/36	\$ 1,200,000	\$ 16,275,000
23	2036/37	\$ 1,200,000	\$ 17,475,000
24	2037/38	\$ 1,200,000	\$ 18,675,000
25	2038/39	\$ 1,200,000	\$ 19,875,000
26	2039/40	\$ 1,300,000	\$ 21,175,000
27	2040/41	\$ 1,300,000	\$ 22,475,000
28	2041/42	\$ 1,300,000	\$ 23,775,000
29	2042/43	\$ 1,300,000	\$ 25,075,000
30	2043/44	\$ 1,300,000	\$ 26,375,000
31	2044/45	\$ 1,400,000	\$ 27,775,000
32	2045/46	\$ 1,400,000	\$ 29,175,000
33	2046/47	\$ 1,400,000	\$ 30,575,000
34	2047/48	\$ 1,400,000	\$ 31,975,000
35	2048/49	\$ 1,400,000	\$ 33,375,000
36	2049/50	\$ 1,500,000	\$ 34,875,000
37	2050/51	\$ 1,500,000	\$ 36,375,000
38	2051/52	\$ 1,500,000	\$ 37,875,000
39	2052/53	\$ 1,500,000	\$ 39,375,000
40	2053/54	\$ 1,500,000	\$ 40,875,000

Net Non-NFL Event Revenue – Net Non-NFL event revenue is remitted by the Stadium Manager to the Stadium Authority on a yearly basis. This is done annually because the final reconciliation of the Non-NFL event revenues and expenses does not occur until after the conclusion of each fiscal year.

NFL Ticket Surcharge – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority during the Surcharge Term which currently ends the last day of the 25th lease year or March 31, 2039

Non-NFL Event Ticket Surcharge – The Amended and Restated Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL event collect a Non-NFL event ticket surcharge of \$4 per ticket. The Lease Agreement sets aside one-half of the base Non-NFL event ticket surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority. The First Amendment to Amended and Restated Lease Agreement increased the ticket surcharge to a minimum of \$8 per ticket starting in FY 2025/26 a \$1 escalator in FY 2028/29 and every four years thereafter on behalf of Stadium Authority. One-half of the \$4 base surcharge that is paid to Stadium Authority covers general stadium operations and the other half funds the Stadium Authority Discretionary Fund. The additional proceeds exceeding the \$4 base surcharge will be deposited to the Public Safety Cost Reserve to be used to pay public safety costs exceeding the threshold..

Offsite Parking Fees – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City's permitting process. If approved, per the City's Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi's® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City's FY 2024/25 (July 1, 2024 through June 30, 2025) the offsite parking fee is \$6.71.

Performance-Based Rent – Stadium Authority pays the City performance-based rent on top of the fixed ground rent. After the completion of the fiscal year, net income from Non-NFL events are calculated and reported to Stadium Authority by Stadium Manager. With the finalized Non-NFL events report, Stadium Authority calculates the performance-based rent to be remitted to the City during July following the Stadium Authority's fiscal year-end. The basic calculation for the performance-based rent is 50% of the net income from Non-NFL events for any given lease year less the sum of Performance-Based Rent Credits. The Performance-Based Rent Credits include (1) 50% of the fixed ground rent for the current lease year, (2) the amount, if any, that the Public Safety Costs exceed the Public Safety Cost Threshold for the current lease year, (3) following the Tax Allocation Termination Date, the amount of Received Possessory Interest Tax (PIT), and (4) the amount of any credit for Disproportionate Taxes for the current lease year.

Public Safety Costs – For each NFL and Non-NFL event held at Levi's® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (California Highway Patrol, County Sheriff's Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant

is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi's® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that Stadium Manager is responsible for paying Non-NFL event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are tracked through the City's financial system and invoices are sent to the Stadium Mnanager. All of these costs are reimbursed to the City of Santa Clara.

Public Safety Costs (PSC) 2024 Outstanding Balance: As part of the 2024 Settlement Agreement, public safety costs over the threshold for FY 2017/18 to FY 2023/24 would not be treated as Credited Public Safety Costs and therefore would not affect the calculation of Performance Based Rent. Instead, these costs amounting to approximately \$14.8 million have been redefined as "PSC 2024 Outstanding Balance" which would be paid from a legal contingency reserve and future excess revenues until paid off.

PSC 2024 Outstanding Balance

Fiscal Year	Outstanding Balance	Actual/Projected Payments	Remaining Balance
2023/24	\$ 14,786,346	\$ -	\$ 14,786,346
2024/25	\$ 14,786,346	\$ 9,486,570	\$ 5,299,776
2025/26	\$ 5,299,776	\$ -	\$ 5,299,776

Public Safety Costs Over Threshold: As of the 2024/25 lease year, the public safety cost threshold will equal \$360,000 per game. For lease year 2025/26 and each lease year thereafter the threshold will increase by 4%. Public safety costs incurred above the annual threshold will be repaid over time with additional proceeds from the Non-NFL event ticket surcharge and the discretionary fund. The threshold for the current lease year is \$374,400.

Senior and Youth Program Fees – During the lease terms, StadCo collects City of Santa Clara Senior and Youth Program Fees on behalf of Stadium Authority. As of FY 2024/25 the fee was \$0.40 per NFL game ticket up to a maximum of \$300,000 per lease year. Every ten lease years the fee will increase by \$0.05 in conjunction with the maximum amount increasing by an additional \$50,000.

Stadium Management Fee – The Stadium Manager receives an annual base management fee to manage Levi's® Stadium. The fee was \$400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was \$5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first 11 lease years are noted in the Table 15 below.

Table 15

Fiscal Year	Lease Year	Annual Base Stadium Management Fee (SCSA Share)	Stadium Marketing and Booking Fee Benchmark	Net Income from Non-NFL Events	1st Tier - paid at 10% Fee	Additional Stadium Marketing and Booking Fee 10% 1st Tier	2nd Tier - paid at 15% Fee	Additional Stadium Marketing and Booking Fee 15% 2nd Tier	Total Stadium Management Fee
2014/15	1	\$ 200,000	\$ 5,000,000	\$ 5,207,553		\$ 10,378		\$ -	\$ 210,378
2015/16	2	206,000	5,150,000	6,079,016		46,451		-	252,451
2016/17	3	212,180	5,304,500	5,316,894		620		-	212,800
2017/18	4	218,545	5,463,635	5,163,329	2,000,000	-	4,000,000	-	218,545
2018/19	5	225,102	5,627,544	18,591	2,060,000	-	4,120,000	-	225,102
2019/20	6	231,855	5,796,370	(2,741,014)	2,121,800	-	4,243,600	-	231,855
2020/21	7	238,810	5,970,261	(476,960)	2,185,454	-	4,370,908	-	238,810
2021/22	8	245,975	6,149,369	(288,741)	2,251,018	-	4,502,035	-	245,975
2022/23	9	253,354	6,333,850	8,809,167	2,318,548	231,855	4,637,096	23,515	508,724
2023/24	10	260,955	6,523,866	8,266,685	2,388,105	174,282	4,776,209	-	435,237
2024/25	11	268,783	6,719,582	10,163,814	2,459,748	245,975	4,919,495	147,673	662,430
2025/26	12	276,847	6,921,169	To be determined					

Appendix

This section of the report provides additional historical data for the tables referenced in the body of this report.

Table 16

Levi's® Stadium Historical Non-NFL Event Statistics

	2014/15 Q1 Total	2015/16 Q1 Total	2016/17 Q1 Total	2017/18 Q1 Total	2018/19 Q1 Total	2019/20 Q1 Total	2020/21 Q1 Total
No. of Non-NFL Ticketed Events	-	6	8	4	4	3	-
No. of Tickets Sold	-	284,352	351,837	90,456	115,661	57,344	-
Non-NFL Base Ticket Surcharge	\$ -	\$ 1,137,408	\$ 1,407,348	\$ 361,824	\$ 462,444	\$ 229,376	\$ -
Non-NFL Additional Ticket Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ticket Surcharge	\$ -	\$ 1,137,408	\$ 1,407,348	\$ 361,824	\$ 462,444	\$ 229,376	\$ -
No. of Non-NFL Special Events	-	62	31	25	24	20	-
Non-NFL Special Event Attendees	-	19,345	13,709	8,438	13,683	5,737	-
Cars Parked at Offsite Lots	-	27,215	34,376	7,939	10,495	5,251	-
City Offsite Parking Fee	\$ -	\$ 133,898	\$ 174,632	\$ 41,600	\$ 56,883	\$ 29,563	\$ -
Cars Parked on Golf Course	-	9,465	9,562	-	-	-	-
City Golf Course Parking Fee	\$ -	\$ 47,325	\$ 47,810	\$ -	\$ -	\$ -	\$ -
Stadium Public Safety Costs	\$ -	\$ 1,425,075	\$ 1,721,055	\$ 475,003	\$ 707,108	\$ 337,972	\$ -
Golf Course Public Safety Costs	\$ -	\$ 73,951	\$ 39,905	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ -	\$ 1,499,026	\$ 1,760,960	\$ 475,003	\$ 707,108	\$ 337,972	\$ -
Less: Offsite Parking Fee Credit	\$ -	\$ (133,898)	\$ (174,632)	\$ (41,600)	\$ (56,883)	\$ (29,563)	\$ -
Reimbursable Public Safety Costs	\$ -	\$ 1,365,128	\$ 1,586,328	\$ 433,403	\$ 650,225	\$ 308,409	\$ -

Table 17

Discretionary Fund Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2014/15	\$ -	\$ 715,770	\$ -	\$ 715,770
2015/16	715,770	1,238,542	714,028	1,240,284
2016/17	1,240,284	1,164,698	699,129	1,705,853
2017/18	1,705,853	768,564	1,209,342	1,265,075
2018/19	1,265,075	796,294	101,267	1,960,102
2019/20	1,960,102	367,748	-	2,327,850
2020/21	2,327,850	-	18	2,327,832



Agenda Report

25-1566

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Energy Code and California Green Building Standards Code; Action to Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 ("Electrical Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2025 California Building Standards Code.

BACKGROUND

At the October 21, 2025 Council meeting, proposed Ordinance No. 2081 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812 and Government Code Section 50022.3, a summary of proposed Ordinance No. 2081 was published in the Santa Clara Weekly on October 22, 2025 and October 29, 2025, and copies were posted in three public places.

DISCUSSION

Title 24 of the California Code of Regulations, also referred to as the California Building Standards Code, governs the design and construction of buildings, facilities and associated equipment throughout California. The California Building Standards Commission updates the Building Standards Code on a triennial basis to improve safety, sustainability, and resiliency, and to incorporate new technology, design, and construction methods. The 2025 California Building Standards Code will become effective statewide on January 1, 2026.

After each triennial update, local jurisdictions must then adopt the California Building Standards Code to act as the governing Building Standards Code within their jurisdiction. The local adoption process provides an opportunity for each jurisdiction to make minor modifications to the Building Standards Code to align with local concerns, by making findings that local climatic, geographical, or topographical conditions justify making the modifications.

The proposed ordinance would adopt the California Building Standards Code as the Building Code for the City, with local modifications related to additional automatic fire sprinkler requirements for Group R3 occupancies, and additional requirements for safe stairway configuration and emergency exit routing to facilitate emergency egress out of multi-story buildings.

The proposed ordinance also adopts the 2025 versions of the California Energy Code and California Green Building Standards Code, with local modifications related to Photo Voltaic (PV) panels and Electric Vehicle (EV) charging that comprise the Santa Clara "Reach Code". In general, the

proposed ordinance continues the City requirements that continue to be stricter than state law, but adopts state requirements that have become more stringent than the 2022 City requirements.

On October 21, 2025, the City Council adopted Resolution No. 25-9501 making the requisite climatic, geographical, and topographical findings for the local modifications to the Building Code and the Residential Code, and a separate Resolution No. 25-9502 making findings for the Energy Code and the Green Building Standards Code (CALGreen).

At the October 21 meeting, the Council voted to introduce the Ordinance with modifications to the percentages of parking spaces required to provide Electric Vehicle Charging Stations (EVCS) and to be EV capable. Under the 2022 Reach Code, 35% of all parking spaces for new non-residential uses, other than motels and hotels, were required to be EV capable, and another 35% were required to have EVCS. The Council modified this requirement so that retail uses would need 15% capable / 15% EVCS under the new Code, and places of religious worship would need 10% capable / 10% EVCS.

Because the Council changed the text of the ordinance, it is necessary to adopt a new resolution justifying the revised modifications to the Energy Code and CALGreen. As such, for just the Reach Code, Council is being asked to adopt a resolution making the necessary findings for the local modifications, which supersedes Resolution No. 25-9502 adopted on October 21.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15305 in that it is a minor alteration in land use limitations that will not result in any changes in land use or density, and section 15308 in that it is an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

COORDINATION

This report has been coordinated with the Building Division of the Community Development Department, Silicon Valley Power, and the Fire Department.

PUBLIC CONTACT

A notice of a public hearing containing a summary of proposed Ordinance No. 2081 was published in the Santa Clara Weekly on October 22, 2025, and October 29, 2025, 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and
2. Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 ("Electrical Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2025 California Building Standards Code, including changes approved by City Council on first reading on October 21, 2025.

Reviewed by: Glen Googins, City Attorney

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Findings Resolution / Energy and CALGreen Codes Adoption 2025
2. Ordinance No. 2081 (Intro)

RESOLUTION NO. _____

**AN RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA MAKING FINDINGS REQUIRED BY
SECTIONS 17958.5 AND 18941.5 OF THE CALIFORNIA
HEALTH AND SAFETY CODE JUSTIFYING CERTAIN
LOCAL MODIFICATIONS TO THE 2025 CALIFORNIA
ENERGY CODE AND THE 2025 CALIFORNIA GREEN
BUILDING STANDARDS CODE TO INCREASE
BUILDING EFFICIENCY AND INCREASE
REQUIREMENTS RELATED TO ELECTRIC VEHICLE
CHARGING STATIONS**

WHEREAS, Santa Clara's Climate Action Plan, first adopted in 2013, includes strategies to reduce greenhouse gas (GHG) emissions, and in 2022 was updated to further strengthen emissions reductions;

WHEREAS, pursuant to Sections 17922, 17958, 17958.5, 17958.7 and 18941.5 of the California Health and Safety Code, the City may adopt modifications to the provisions of the California Building Standards Code that are reasonably necessary to protect the health, welfare and safety of the residents of Santa Clara because of local climatic, geological or topographical conditions;

WHEREAS, the City now intends to adopt the 2025 Energy Code and the 2025 Green Building Standards Code with modifications to address local geological, topographical, and climatic conditions;

WHEREAS, the City must set forth the justifications for those local amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. Global Findings. That the City Council hereby makes the following findings with respect to local geological, topographical and climatic conditions relating to the

modifications to the California Energy Code and California Green Building Standards Code:

- A. Santa Clara is located in the Santa Clara Valley, which is densely populated and located in an area of high seismic activities. Santa Clara is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes it particularly vulnerable to damage by seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and numerous potentially active faults.
- B. Concern for fire-life safety associated with natural gas infrastructure located in the ground and in buildings increases with the risk of explosion or fire if there is a structural failure due to a seismic event considering the increasing number of buildings in the region.
- C. Severe seismic events could disrupt communications, damage gas mains, and place extreme demands on the limited and widely dispersed resources of the Police and Fire Departments necessary for the life safety needs of the community.
- D. The local geographic, topographic, and climatic conditions pose an increased hazard in acceleration, spread, magnitude, and severity of potential fires in the City, and may cause a delayed response from emergency responders, allowing further growth of the fire.
- E. Over the next century, increasing levels of atmospheric greenhouse gas concentrates are expected to result in global temperature increases, causing a variety of local changes, including extreme weather conditions, sea level rise, more frequent heat waves and extended period of drought. Sea level rise as a result of climate change will have a dramatic local impact on the City. The City's northern area borders the southern end

of the San Francisco Bay and is particularly vulnerable to sea level rise and is at an increased risk of flooding. Increased heat as a result of climate change can have a local impact on the health, safety, and welfare of the City's population, especially those without resources to purchase air conditioning, the elderly, disabled, or those with children. Failure to address and substantially reduce Greenhouse Gas emissions creates an increased risk to the health, safety and welfare of the City residents.

F. The City Council is adopting concurrent amendments to the California Building and Residential Codes based on specific findings of local geographic, topographic and climatic conditions; and the City Council hereby reaffirms such findings and confirms that the facts on which such findings were based apply to these modifications to the Energy and Green Building Standards Codes.

G. The provisions of this Ordinance establishing certain more restrictive standards than the California Codes will better serve to prevent or minimize structural and environmental damage resulting from local conditions.

2. Cost Effectiveness. That the City Council hereby makes the following additional findings with respect to cost effectiveness of any amendments to the California Codes for which such findings are required:

A. An August 1, 2019 Low Rise Residential Reach Code Cost Effectiveness Study prepared by Frontier Energy, Inc. and Misti Bruceri & Associates, LLC, funded by California utility ratepayers and submitted to the California Energy Commission, supports and documents the cost-effectiveness of the Ordinance.

B. A July 25, 2019 Non-residential New Construction Reach Code Cost Effectiveness Study prepared by TRC Advanced Energy and Energy Soft, funded by California

utility ratepayers and submitted to the California Energy Commission, further supports and documents the cost-effectiveness of the Ordinance.

C. This Ordinance is in alignment with the cost effectiveness studies referenced above and therefore the City Council finds the proposed regulations to be cost-effective.

D. None of the provisions of this Ordinance change minimum efficiency standards, and therefore, this Ordinance is not preempted by federal appliance regulations.

3. 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction, and Installation of Systems, Equipment and Building Components,” Section 110.10 (Mandatory Requirements for Solar-Readiness).

A. Text Changes:

1. The Title of 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction, and Installation of Systems, Equipment and Building Components,” Section 110.10 (Mandatory Requirements for Solar-Readiness), is amended to read as follows:

“SECTION 110.10 - MANDATORY REQUIREMENTS FOR SOLAR READINESS AND SOLAR PANEL SYSTEM REQUIREMENTS FOR NEW NON-RESIDENTIAL AND MULTIFAMILY BUILDINGS”

2. **Hotel/Motel Occupancies and High-rise Multifamily Buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a)3 (Covered Occupancies-Hotel/Motel Occupancies and High-rise Multifamily Buildings) is amended to read as follows:

“3. Hotel/Motel Occupancies and High-rise Multifamily Buildings. Hotel/motel occupancies and high-rise multifamily buildings with ten habitable stories or fewer, that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.”

3. **Nonresidential Buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a)4 (Covered Occupancies - Nonresidential Buildings) is amended to read as follows:

“**4. Nonresidential Buildings.** Nonresidential buildings with three habitable stories or fewer, other than I-2 and I2.1 buildings that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.”

4. **Solar panel requirements for all new nonresidential and high-rise residential buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a) (Covered Occupancies) is amended by adding the following table to the end of subsection (a):

Table 110.10-A: Solar panel requirements for all new nonresidential and high-rise residential buildings	
Square footage of building	Size of panel
Less than 10,000 sq. ft.	Minimum of 3-kilowatt PV systems
Greater than or equal to 10,000 sq. ft.	Minimum of 5-kilowatt PV systems
EXCEPTION: As an alternative to a solar PV system, the building type may provide a solar hot water system (solar thermal) with a minimum collector area of 40 square feet, additional to any other solar thermal equipment otherwise required for compliance with Part 6	

5. **Minimum solar area - exceptions.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(b)1B (Minimum Solar Zone Area-Multifamily Buildings, Hotel/Motel Occupancies and Nonresidential Buildings), Exception 2, is amended to read as follows:

“**EXCEPTION 2 to Section 110.10(b)1B:** High-rise multifamily buildings, hotel/motel occupancies with a permanently installed domestic solar water-heating system complying with Section 150.1(c)8Biii and an additional collector area of 40 square feet.”

6. **Minimum solar area - performance equivalency.** 2025 California Energy Code

Subchapter 2, "All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components," Section 110.10(b)1B (Minimum Solar Zone Area - Multifamily Buildings, Hotel/Motel Occupancies, and Nonresidential Buildings) is amended by adding the following new Exception 6 after Exception 5:

"EXCEPTION 6 to Section 110.10(b)1B: Performance equivalency approved by the Building Official."

7. **Minimum solar area - shading.** 2025 California Energy Code Subchapter 2, "All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components," Section 110.10(b)3 (Minimum Solar Zone Area - Shading) is amended by adding the following after Paragraph B:

110.10(b)3C. The solar zone needs to account for shading from obstructions that may impact the area required in 110.10(b)1B. When determined by the Building Official that conditions exist where excessive shading occurs and solar zones cannot be met, a performance equivalency approved by the Building Official may be used as an alternative.

B. Climatic Findings: Over the next century, increasing levels of atmospheric greenhouse gas concentrates are expected to result in global temperature increases, causing a variety of local changes, including extreme weather conditions, sea level rise, more frequent heat waves and extended period of drought. Sea level rise as a result of climate change will have a dramatic local impact on the City. The City's northern area borders the southern end of the San Francisco Bay and is particularly vulnerable to sea level rise and is at an increased risk of flooding. Increased heat as a result of climate change can have a local impact on the health, safety, and welfare of the City's population, especially those without resources to purchase air conditioning, the elderly, disabled, or those with children. Failure to address and substantially reduce Greenhouse Gas emissions creates an increased risk to the health, safety and welfare of the City residents.

The proposed modifications will advance this objective by increasing the prevalence of solar energy, and thereby reducing the use of greenhouse gases.

4. **2025 California Green Building Standards Code Chapter 1, Definitions, Section 202 (Definitions).**

A. Text Changes: 2025 California Green Building Standards Code, Chapter 1, Definitions Section 202 (Definitions) is amended by adding the following definitions:

“EV Capable: A parking space linked to a listed electrical panel with sufficient capacity to provide at least 110/120 volts and 20 amperes to the parking space. Raceways linking the electrical panel and parking space only need to be installed in spaces that will be inaccessible in the future, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits. Raceways must be at least 1" in diameter and may be sized for multiple circuits as allowed by the California Electrical Code. The panel circuit directory shall identify the overcurrent protective device space(s) reserved for EV charging as "EV CAPABLE." Construction documents shall indicate future completion of raceway from the panel to the parking space, via the installed inaccessible raceways. The parking space shall contain signage with at least a ½" font adjacent to the parking space indicating the space is designated as EV Capable for future connection of infrastructure at the designed voltage and amperage levels.

Level 1 EV Ready Space: A parking space served by a complete electric circuit with a minimum of 110/120 volt, 20-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE).

Low Power Level 2 EV Ready Space:

A parking space served by a complete electric circuit with 208/240 volt, 20 ampere minimum branch circuit capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 15 amperes.

Level 2 EV Ready Space: A parking space served by a complete electric circuit with 208/240 volt, 40-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 30 amperes.

Level 3/Direct Current Fast Charger (DCFC): A parking space that includes the installation of a charger with the capacity to provide at least 80 kW of output.

Electric Vehicle Charging Station (EVCS): A parking space that includes installation of electric vehicle supply equipment (EVSE) with a minimum capacity of 30 amperes connected to a circuit serving a Level 2 EV Ready Space. EVCS installation may be used to satisfy a Level 2 EV Ready Space requirement. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the California Electrical Code, Article 625.

Affordable Housing: Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income."

B. Climatic Findings: Over the next century, increasing levels of atmospheric greenhouse gas concentrations are expected to result in global temperature increases, causing a variety of local changes, including extreme weather conditions, sea level rise, more frequent heat waves and extended period of drought. Sea level rise as a result of climate change will have a dramatic local impact on the City. The City's northern area borders the southern end of the San Francisco Bay and is particularly vulnerable to sea level rise and is at an increased risk of flooding. Increased heat as a result of climate change can have a local impact on the health, safety, and welfare of the City's population, especially those without resources to purchase air conditioning, the elderly, disabled, or those with children. Failure to address and substantially reduce Greenhouse Gas emissions creates an increased risk to the health, safety and welfare of the City residents.

The proposed modifications will advance this objective by increasing the availability of electric vehicle charging, and thereby reducing the use of greenhouse gases.

5. 2025 California Green Building Standards Code, Chapter 4, Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4 (Electric vehicle(EV) charging for new construction)

A. Text Changes.

1. 2025 California Green Building Standards Code Chapter 4, Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4 (Electric vehicle(EV) charging for new construction) is amended to read as follows:

“4.106.4. Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the California ElectricalCode, Article 625.

Exceptions:

As per the CalGreen code, the Chief Building Official will make determinations of exceptions.

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
 - 1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
 - 1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities, and without electrical panel upgrade or new panel installation. ADUs and JADUs without additional parking but with electrical panel upgrades or new panels must have reserved breakers and electrical capacity according to the requirements of 4.106.4.1.
3. Multifamily residential building projects with valid entitlements granted by the City that have not otherwise expired before the effective date of this ordinance shall provide at least ten (10)

percent of the total number of parking spaces on a building site, provided for all types of parking facilities, with Level 2 EV Ready Circuits. Calculations for the required number of EV spaces shall be rounded up to the nearest whole number.

4. Spaces Accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.”
2. 2025 California Green Building Standards Code Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.1 (New one-and two-family dwellings and townhouses with attached private garages) is amended to read as follows:

“4.106.4.1 New one- and two-family dwellings and townhouses.

1. In private garages with two or more parking spaces, install one Level 2 EV Ready Space and one Level 1 EV Ready Space.
2. For each dwelling unit with only one parking space, install a Level 2 EV Ready Space
3. For parking spaces not assigned to a dwelling unit:
 - a. 25% of the unassigned parking space(s) shall be Level 2 EV Ready Space(s)
 - b. 75% of the unassigned space(s) shall be Low Power Level 2 EV Ready Space(s)

Calculations for the required minimum number of EV Ready spaces shall be rounded up to the nearest whole number.”

3. 2025 California Green Building Standards Code Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.1.1 (Identification) is amended to read as follows:

“4.106.4.1.1. Identification. The raceway termination location shall be permanently and visibly marked as "Level 2 EV-Ready".”

4. 2025 California Green Building Standards Code Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.2.2 (Multifamily dwellings.) is amended by adding the following text to the end of that section:

“3. Multifamily dwellings with less than 20 dwelling units. The following requirements apply to all new multifamily dwellings with less than 20 units, and the residential portion of mixed-use buildings with less than 20 units.

- a. One parking space per dwelling unit with parking shall be provided with a Level 2 EV Ready Space.

4. Multifamily buildings with 20 dwelling units or more and for the residential portion of mixed-use buildings with 20 dwelling units or more:

- a. Provide one Level 2 EV Ready Space for each of the first 20 dwelling units with parking space(s)
- b. For all additional dwelling units above 20 with parking space(s):
 - i. 25% of dwelling units with parking space(s) shall be provided with at least one Level 2 EV Ready Space
 - ii. 75% of dwelling units with parking spaces shall be provided with at least one Low Power Level 2 EV Ready Space

5. All multifamily residential developments shall include secured bicycle parking with 110v electrical outlets.

Exception: For all Multifamily Affordable housing, 10% of dwelling units with parking space(s) shall be provided with at least one Level 2 EV Ready Space. Calculations for the required minimum number of Level 2 EV Ready spaces shall be rounded up to the nearest whole number. The remaining dwelling units with parking space(s) shall each be provided with at least one Level 1 EV Ready Space.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation of Level 2 Ready Spaces and all required EV Capable spaces; Electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

Notes:

1. ALMS may be installed to decrease electrical service and transformer costs associated with EV Charging Equipment subject to review of the authority having jurisdiction.
2. Installation of Level 2 EV Ready Spaces above the minimum number required level may offset the minimum number Level 1 EV Ready Spaces required on a 1:1 basis.
3. The multifamily requirements apply to multifamily buildings with parking spaces including: a) assigned or leased to individual dwelling units, and b) unassigned residential parking.
4. In order to adhere to accessibility requirements in accordance with California Building Code Chapters 11A and/or 11B, it is recommended that all accessible parking spaces for covered newly constructed multifamily dwellings are provided with Level 1 or Level 2 EV Ready Spaces.”

B. Climatic Findings: Over the next century, increasing levels of atmospheric greenhouse gas concentrates are expected to result in global temperature increases, causing a variety of local changes, including extreme weather conditions, sea level rise, more frequent heat waves and extended period of drought. Sea level rise as a result of climate change will have a dramatic local impact on the City. The City's northern area borders the southern end of the San Francisco Bay and is particularly vulnerable to sea level rise and is at an increased risk of flooding. Increased heat as a result of climate change can have a local impact on the health, safety, and welfare of the City's population, especially those without resources to purchase air conditioning, the elderly, disabled, or those with children. Failure to address and substantially reduce Greenhouse Gas emissions creates an increased risk to the health, safety and welfare of the City residents.

The proposed modifications will advance this objective by increasing the availability of electric vehicle charging, and thereby reducing the use of greenhouse gases.

6. 2025 California Green Building Standards Code, Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3 (Electric vehicle (EV) charging)

A. Text Changes.

1. 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3 (Electric vehicle (EV)charging) is amended by adding the following exception after exception 2:
 3. Installation of each Level 3/Direct Current Fast Charger with the capacity to provide at least 80 kW output may substitute for 11 Level 2 EVCS spaces after a minimum of 11 Level 2 EVCS spaces are installed.
2. 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.1 (EV capable spaces) is amended to read as follows:

5.106.5.3.1. EV Capable Spaces

Nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: EV capable spaces shall be provided as specified below and per the following requirements:

1. For retail uses: 15% of parking spaces shall be EV Capable. For Places of Religious Worship: 10% of parking spaces shall be EV Capable. For all other nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: 35% of parking spaces shall be EV Capable.
2. Raceways complying with the California Electrical Code and no less than 1-inch (25 mm) diameter shall be provided and shall originate at a service panel or a subpanel(s) serving the area, and shall terminate in close proximity to the proposed location of the capable space and into a suitable listed cabinet, box, enclosure or equivalent. A common raceway may be used to serve multiple capable spaces.
3. A service panel or subpanel(s) shall be provided with panel space and electrical load capacity for a dedicated 208/240 volt, 40-ampere

minimum branch circuit for each capable space, with delivery of 30-ampere minimum to an installed at each

4. The electrical system and any on-site distribution transformers shall have sufficient capacity to supply full rated amperage at each capable space.
5. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE."

Calculations for the required minimum number of spaces shall all be rounded up to the nearest whole number.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation at all required EVCS; electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EVCS including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVCS.

3. 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.2 (Electric vehicle charging stations (EVCS) is amended to read as follows, but Sections 5.106.5.3.2.1 through 5.106.5.3.2.4.1 shall remain unchanged:

5.106.5.3.2. Electric vehicle charging stations (EVCS)

Nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: In addition to the EV Capable Space requirements of Section 5.106.5.3.1, nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings shall comply with the following:

1. For retail uses: an additional 15% of parking spaces shall be provided with EVCS. For Places of Religious Worship: an additional 10% of parking spaces shall be provided with EVCS. For all other nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: an additional 35% of parking spaces shall be provided with EVCS.
2. Required EVCS may be provided in any combination of Level 2 and

Direct Current Fast Charging (DCFC), except that at least one Level 2 EVSE shall be provided.

Notes:

1. Calculations for the required minimum number of spaces equipped with EVCS shall be rounded up to the nearest whole number.
 2. ALMS may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without ALMS.
4. 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.3 (Use of Automatic Load Management System (ALMS)) is amended to read as follows:

“5.106.5.3.3. Use of Automatic Load Management Systems (ALMS)

ALMS shall be permitted for EVCS. When ALMS is installed, the required electrical load capacity specified in Section 5.106.5.3.1 and Section 5.106.5.3.2 for each EVCS may be reduced when serviced by an EVSE controlled by an ALMS. Each EVSE controlled by an ALMS shall deliver a minimum 30 amperes to an EV when charging one vehicle and shall deliver a minimum 3.3 kW while simultaneously charging multiple EVs.”

5. 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.5 (Electric vehicle charging station signage.) is amended by adding the following text immediately following Section 5.106.5.3.5:

5.106.5.3.5.1 Raceway Identification. The raceway termination location shall be permanently and visibly marked as "EV Ready".

B. Climatic Findings: Over the next century, increasing levels of atmospheric greenhouse gas concentrates are expected to result in global temperature increases, causing a variety of local changes, including extreme weather conditions, sea level rise, more frequent heat waves and extended period of drought. Sea level rise as a result of climate change will have a dramatic local impact on the City. The City's northern area borders the southern end of the San Francisco Bay and is particularly vulnerable to sea level rise and is at an increased risk of flooding. Increased heat as a result of climate change can have a local impact on the health, safety, and welfare of the City's population, especially those without resources to purchase air conditioning, the elderly, disabled, or those with children. Failure to address and substantially reduce Greenhouse Gas emissions creates an increased risk to the health, safety and welfare of the City residents. The proposed modifications will advance this objective by increasing the availability of electric vehicle charging, and thereby reducing the use of greenhouse gases.

7. Prior Version Repealed. This Resolution updates and supersedes Resolution No. _____, adopted by the Council on October 21, 2025, and that prior resolution is hereby repealed.

8. 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 _____, 2025, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:

ABSTAINED:

COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

ORDINANCE NO. 2081

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 15.05 ("ADMINISTRATIVE CODE"), CHAPTER 15.15 ("BUILDING CODE"), CHAPTER 15.17 ("RESIDENTIAL CODE"), CHAPTER 15.18 ("PROPERTY MAINTENANCE CODE"), CHAPTER 15.20 ("ELECTRICAL CODE"), CHAPTER 15.30 ("MECHANICAL CODE"), CHAPTER 15.35 ("PLUMBING CODE"), CHAPTER 15.36 ("ENERGY CODE"), CHAPTER 15.37 ("HISTORICAL BUILDING CODE"), CHAPTER 15.38 ("GREEN BUILDING CODE"), AND CHAPTER 15.75 ("EXISTING BUILDING CODE"), OF TITLE 15 ("BUILDINGS AND CONSTRUCTION") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" FOR THE ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS CODE, AS AMENDED HEREIN

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2025 California Building Standards Code, that will become effective statewide on January 1, 2026;

WHEREAS, the City of Santa Clara has reviewed and determined to adopt the 2025 California Building Standards Code pursuant to California Health and Safety Code Sections 17958 and 18941.5.

WHEREAS, Santa Clara's Climate Action Plan, first adopted in 2013, includes strategies to reduce greenhouse gas (GHG) emissions, and in 2022 was updated to further strengthen emissions reductions;

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WHEREAS, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City may adopt modifications to the provisions of the California Building Standards Code that are reasonably necessary to protect the health, welfare and safety of the residents of Santa Clara because of local climatic, geological or topographical conditions;

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That Chapter 15.05 (“Administrative Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.05
ADMINISTRATIVE CODE**

15.05.010 Adoption of Administrative Code.

The 2025 California Administrative Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 1 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 Administrative Code shall be designated and referred to as the “Administrative Code” for the City of Santa Clara.”

SECTION 2: That Chapter 15.15 (“Building Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

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**“Chapter 15.15
BUILDING CODE**

15.15.010 Adoption of Building Code.

The 2025 California Building Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 2 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendix A through Appendix O. The 2025 California Building Code shall be designated and referred to as the “Building Code” for the City of Santa Clara.

15.15.020 Group R3 Automatic Fire Sprinkler Systems

Volume 1 of the 2025 California Building Code, Chapter 9, Fire Protection and Life Safety Systems, Section 903, Automatic Sprinkler Systems, Subsection 903.2.8.1, Group R-3, is hereby amended by adding the following text immediately following Subsection 903.2.8.1:

“Section 903.2.8.1.1 Additions to Group R3, Automatic Fire Sprinkler Systems. An automatic fire sprinkler system installed in accordance with Section 903.3.1.3, shall be provided throughout existing buildings, when additions are made that increase the square footage of a building by more than 1,200 square feet or the building total square footage will exceed 3,600 square feet. An automatic sprinkler system shall be provided throughout existing buildings when new basements, regardless of size, are added or when existing basements are expanded by more than 50%.”

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15.15.030 Stairways

Volume 1 of the 2025 California Building Code, Chapter 10, Means of Egress, Section 1011, Stairways, Subsection 1011.1, General, is hereby amended by adding the following text immediately following Subsection 1011.1:

“Section 1011.1.1 Stairway Configuration. Stairways shafts which are part of a required means of egress and which are required to be fire rated enclosed on any side, shall be entirely vertical without horizontal offsets.”

15.15.040 Exit Access

Volume 1 of the 2025 California Building Code, Chapter 10, Means of Egress, Section 1016, Exit Access, Subsection 1016.1, General, is hereby amended by adding the following text immediately following Subsection 1016.1:

“Section 1016.1.1 Exit Access Configuration. Exit Access in multi-story buildings which are part of the required means of egress from a stairway, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

15.15.050 Interior Exit Stairways and Ramps

Volume 1 of the 2025 California Building Code, Chapter 10, Means of Egress, Section 1022, Exits, Subsection 1022.1, General, is hereby amended by adding the following text immediately following Subsection 1022.1:

“Section 1022.1.1 Interior Exit Stairways and Ramps Configuration. Interior Exit Stairways and Ramps in multi-story buildings which are part of the required means of egress, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

15.15.060 Plain Concrete

Volume 2 of the 2025 California Building Code, Chapter 19, Concrete, Section 1905, Seismic Requirements, Subsection 1905.6, Structural Plain Concrete, is hereby amended to read as follows:

“1905.6 Structural Plain Concrete. Structural plain concrete elements shall comply with this section in lieu of section 14.1.4 of ACI 318.

1905.6.1 - Left intentionally blank.

1905.6.2 - Seismic Design Categories C, D, E and F.

Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

1. Left intentionally blank.
2. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
3. Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars not smaller than No. 4, with a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.”

SECTION 3: That Chapter 15.17 (“Residential Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.17
RESIDENTIAL CODE**

15.17.010 Adoption of Residential Code.

The 2025 California Residential Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 2.5 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices: AA, BB, BF, BO, CI and CJ. The 2025 California Residential Code shall be designated and referred to as the “Residential Code” for the City of Santa Clara.”

15.17.020 Townhouse Automatic Fire Sprinkler Systems

California Residential Code, Chapter 3, Building Planning, Section R309, Automatic Fire Sprinkler Systems, Subsection R309.1, Townhouse Automatic Fire Sprinkler Systems, is hereby deleted and replaced with the following:

“Section R309.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

1. An automatic sprinkler system shall be provided throughout existing townhouses, when additions are made that increase buildings square footage by more than 1,200 square feet or the building total square footage will exceed 3,600 square feet.
2. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed where the additions are 1,200 square feet or less and the building area will be 3,600 square feet or less.

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3. An automatic sprinkler system shall be provided throughout existing townhouses when new basements, regardless of size, are added or when existing basements are expanded by more than 50%.”

15.17.030 One- and Two-Family Dwellings Automatic Fire Sprinkler Systems

California Residential Code, Chapter 3, Building Planning, Section R309, Automatic Fire Sprinkler Systems, Subsection R309.2, One- and Two-Family Dwellings Automatic Fire Sprinkler Systems, is hereby deleted and replaced with:

“Section R309.2. One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings, including Accessory Dwelling Units, except as otherwise provided below.

1. An automatic sprinkler system shall be provided throughout existing One- and Two-Family Dwellings, when additions are made that increase buildings square footage by more than 1,200 square feet or the building total square footage will exceed 3,600 square feet. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system where the additions or alterations are 1,200 square feet or less and the building area will be 3,600 square feet or less. An automatic sprinkler system shall be provided throughout One- and Two-Family Dwellings when new basements, regardless of size, are added and existing basements are expanded by more than 50%.

2. An automatic sprinkler system shall not be required for an Accessory Dwelling Unit, provided that all of the following are met:

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- 2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in Government Code Section 65852.2.
- 2.2. The existing primary residence does not have automatic fire sprinklers.
- 2.3. If the accessory dwelling unit is detached, it does not exceed 1,200 square feet in size.
- 2.4 The unit is on the same lot as the primary residence.”

SECTION 4: That Chapter 15.18 (“Property Maintenance Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.18
PROPERTY MAINTENANCE CODE**

15.18.010 Adoption of International Property Maintenance Code

The 2024 International Property Maintenance Code, published by the International Code Council, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2024 International Property Maintenance Code shall be designated and referred to as the “Property Maintenance Code” for the City of Santa Clara.

15.18.020 References to “Housing Code”.

Any reference to the “Housing Code” contained within the Code of the City of Santa Clara, California shall be interpreted as a reference to the Property Maintenance Code.”

SECTION 5: That Chapter 15.20 (“Electrical Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.20
ELECTRICAL CODE**

15.20.010 Adoption of Electrical Code.

The 2025 California Electrical Code, published by the National Fire Protection Association and the California Building Standards Commission in Part 3 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Electrical Code shall be designated and referred to as the “Electrical Code” for the City of Santa Clara.”

SECTION 6: That Chapter 15.30 (“Mechanical Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.30
MECHANICAL CODE**

15.30.010 Adoption of Mechanical Code.

The 2025 California Mechanical Code, published by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 4 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Mechanical Code shall be designated and referred to as the “Mechanical Code” for the City of Santa Clara.”

SECTION 7: That Chapter 15.35 (“Plumbing Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.35
PLUMBING CODE**

15.35.010 Adoption of Plumbing Code.

The 2025 California Plumbing Code, published by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 5 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendix A, C, D, E, F, G, I, J, K, R and S. The 2025 California Plumbing Code shall be designated and referred to as the “Plumbing Code” for the City of Santa Clara.”

SECTION 8: That Chapter 15.36 (“Energy Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.36
ENERGY CODE**

15.36.010. Title.

15.36.020. Adoption by Reference.

15.36.030. Solar requirements.

15.36.010. Adoption of Energy Code.

This chapter shall be known and may be cited and referred to as the "Energy Code for the City of Santa Clara."

15.36.020. Adoption by reference.

The "2025 California Energy Code" published by the International Code Council and the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 6 is hereby adopted by this reference expressly incorporated and made a part of this Chapter, with changes and modifications as hereinafter set forth, as the "Energy Code" for the City of Santa Clara.

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15.36.030. Solar requirements.

- (a) **Title.** The Title of 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10, “Mandatory Requirements for Solar-Readiness,” is hereby amended to read as follows:

“SECTION 110.10 - MANDATORY REQUIREMENTS FOR SOLAR READINESS AND SOLAR PANEL SYSTEM REQUIREMENTS FOR NEW NON-RESIDENTIAL AND MULTIFAMILY BUILDINGS”

- (b) **Hotel/Motel Occupancies and High-rise Multifamily Buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a)3, “Covered Occupancies-Hotel/Motel Occupancies and High-rise Multifamily Buildings,” is hereby amended to read as follows:

“3. Hotel/Motel Occupancies and High-rise Multifamily Buildings. Hotel/motel occupancies and high-rise multifamily buildings with ten habitable stories or fewer, that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.”

- (c) **Nonresidential Buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a)4, “Covered Occupancies - Nonresidential Buildings,” is hereby amended to read as follows:

“4. Nonresidential Buildings. Nonresidential buildings with three habitable stories or fewer, other than I-2 and I2.1 buildings that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.”

- (d) **Solar Panel Requirements for All New Nonresidential and High-Rise Residential Buildings.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(a), “Covered Occupancies,” is hereby amended by adding the following table to the end of subsection (a):

Table 110.10-A: Solar Panel Requirements for All New Nonresidential and High- Rise Residential Buildings	
Square footage of building	Size of panel
Less than 10,000 sq. ft.	Minimum of 3-kilowatt PV systems
Greater than or equal to 10,000 sq. ft.	Minimum of 5-kilowatt PV systems
EXCEPTION: As an alternative to a solar PV system, the building type may provide a solar hot water system (solar thermal) with a minimum collector area of 40 square feet, additional to any other solar thermal equipment otherwise required for compliance with Part 6	

- (e) **Minimum solar area - exceptions.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(b)1B, “Minimum Solar Zone Area-Multifamily Buildings, Hotel/Motel Occupancies and Nonresidential Buildings,” Exception 2, is hereby amended to read as follows:

“EXCEPTION 2 to Section 110.10(b)1B: High-rise multifamily buildings, hotel/motel occupancies with a permanently installed domestic solar water-heating system complying with Section 150.1(c)8Biii and an additional collector area of 40 square feet.”

- (f) **Minimum solar area - performance equivalency.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(b)1B, “Minimum Solar Zone Area - Multifamily Buildings, Hotel/Motel Occupancies, and Nonresidential Buildings”, is hereby amended by adding the following new Exception 6 after Exception 5:

“EXCEPTION 6 to Section 110.10(b)1B: Performance equivalency approved by the Building Official.”

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- (g) **Minimum solar area - shading.** 2025 California Energy Code Subchapter 2, “All Occupancies—Mandatory Requirements for the Manufacture, Construction and Installation of Systems, Equipment and Building Components,” Section 110.10(b)3, “Minimum Solar Zone Area – Shading”, is hereby amended by adding the following after Paragraph B:

“110.10(b)3C. The solar zone needs to account for shading from obstructions that may impact the area required in 110.10(b)1B. When determined by the Building Official that conditions exist where excessiveshading occurs and solar zones cannot be met, a performance equivalency approved by the Building Official may be used as an alternative.”

SECTION 9: That Chapter 15.37 (“Historical Building Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is hereby repealed in its entirety and replaced with the following:

**“Chapter 15.37
HISTORICAL BUILDING CODE**

15.37.010 Adoption of Historical Building Code.

The 2025 California Historical Building Code, published by the California Building Standards Commission in Part 8 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Historical Building Code shall be designated and referred to as the “Historical Building Code” for the City of Santa Clara.”

SECTION 10: That Chapter 15.38 (“Green Building Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is hereby repealed in its entirety and replaced with the following:

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**“Chapter 15.38
GREEN BUILDING STANDARDS CODE**

- 15.38.010. Title.**
- 15.38.020. Adoption by Reference.**
- 15.38.030. Definitions.**
- 15.38.040. Residential mandatory measures-Electric vehicle (EV) charging.**
- 15.38.050. Non-residential mandatory measures-Electric vehicle (EV) charging.**

15.38.010. Title.

This chapter shall be known and may be cited and referred to as the "Green Building Standards Code" for the City of Santa Clara.

15.38.020. Adoption by reference.

The "2025 California Green Building Standards Code" adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 11 is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the Green Building Standards Code of the City of Santa Clara.

15.38.030. Definitions.

2025 California Green Building Standards Code, Chapter 1, Definitions, Section 202 (Definitions) is hereby amended by adding the following definitions:

“EV Capable: A parking space linked to a listed electrical panel with sufficient capacity to provide at least 110/120 volts and 20 amperes to the parking space. Raceways linking the electrical panel and parking space only need to be installed in spaces that will be inaccessible in the future, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits. Raceways must be at least 1" in diameter and may be sized for multiple circuits as allowed by the California Electrical Code. The panel circuit directory shall identify the overcurrent protective device space(s) reserved for EV charging as "EV CAPABLE." Construction documents shall indicate future completion of raceway from the panel to the parking space, via the installed inaccessible raceways. The parking space shall contain signage with at least a ½" font adjacent to the parking space indicating the space is designated as EV Capable for future connection of infrastructure at the designed voltage and amperage levels.

Level 1 EV Ready Space: A parking space served by a complete electric circuit with a minimum of 110/120 volt, 20-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE).

Low Power Level 2 EV Ready Space: A parking space served by a complete electric circuit with 208/240 volt, 20 ampere minimum branch circuit capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 15 amperes.

Level 2 EV Ready Space: A parking space served by a complete electric circuit with 208/240 volt, 40-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 30 amperes.

Level 3/Direct Current Fast Charger (DCFC): A parking space that includes the installation of a charger with the capacity to provide at least 80 kW of output.

Electric Vehicle Charging Station (EVCS): A parking space that includes installation of electric vehicle supply equipment (EVSE) with a minimum capacity of 30 amperes connected to a circuit serving a Level 2 EV Ready Space. EVCS installation may be used to satisfy a Level 2 EV Ready Space requirement. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the California Electrical Code, Article 625.

Affordable Housing: Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income."

15.38.040. Residential mandatory measures-Electric vehicle (EV) charging.

- (a) 2025 California Green Building Standards Code, Chapter 4, Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4 (Electric vehicle(EV) charging for new construction) is hereby amended to read as follows:

4.106.4. Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the California Electrical Code, Article 625.

Exceptions:

As per the CalGreen code, the Chief Building Official will make determinations of exceptions.

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
 - 1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
 - 1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities, and without electrical panel upgrade or new panel installation. ADUs and JADUs without additional parking but with electrical panel upgrades or new panels must have reserved breakers and electrical capacity according to the requirements of 4.106.4.1.
3. Multifamily residential building projects with valid entitlements granted by the City that have not otherwise expired before the effective date of this ordinance shall provide at least ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, with Level 2 EV Ready Circuits. Calculations for the required number of EV spaces shall be rounded up to the nearest whole number.

4. Spaces Accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.
- (b) 2025 California Green Building Standards Code Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.1 (New one- and two-family dwellings and townhouses with attached private garages) is hereby amended to read as follows:

“4.106.4.1 New one- and two-family dwellings and townhouses.

1. In private garages with two or more parking spaces, install one Level 2 EV Ready Space and one Level 1 EV Ready Space.
2. For each dwelling unit with only one parking space, install a Level 2 EV Ready Space
3. For parking spaces not assigned to a dwelling unit:
 - a. 25% of the unassigned parking space(s) shall be Level 2 EV Ready Space(s)
 - b. 75% of the unassigned space(s) shall be Low Power Level 2 EV Ready Space(s)

Calculations for the required minimum number of EV Ready spaces shall be rounded up to the nearest whole number.”

- (c) 2025 California Green Building Standards Code, Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.1.1 (Identification) is hereby amended to read as follows:

“4.106.4.1.1. Identification. The raceway termination location shall be permanently and visibly marked as "Level 2 EV-Ready".

- (d) 2025 California Green Building Standards Code, Chapter 4, Residential Mandatory Measures, Division 4.1, Planning and Design, Section 4.106.4.2.2 (Multifamily dwellings) is hereby amended by adding the following text to the end of that section:

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“3. Multifamily dwellings with less than 20 dwelling units. The following requirements apply to all new multifamily dwellings with less than 20 units, and the residential portion of mixed-use buildings with less than 20 units.

- a. One parking space per dwelling unit with parking shall be provided with a Level 2 EV Ready Space.

4. Multifamily buildings with 20 dwelling units or more and for the residential portion of mixed-use buildings with 20 dwelling units or more:

- a. Provide one Level 2 EV Ready Space for each of the first 20 dwelling units with parking space(s)
 - b. For all additional dwelling units above 20 with parking space(s):
 - i. 25% of dwelling units with parking space(s) shall be provided with at least one Level 2 EV Ready Space
 - ii. 75% of dwelling units with parking spaces shall be provided with at least one Low Power Level 2 EV Ready Space
5. All multifamily residential developments shall include secured bicycle parking with 110v electrical outlets.

Exception: For all Multifamily Affordable housing, 10% of dwelling units with parking space(s) shall be provided with at least one Level 2 EV Ready Space. Calculations for the required minimum number of Level 2 EV Ready spaces shall be rounded up to the nearest whole number. The remaining dwelling units with parking space(s) shall each be provided with at least one Level 1 EV Ready Space.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation of Level 2 Ready Spaces and all required EV Capable spaces; Electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

Notes:

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1. ALMS may be installed to decrease electrical service and transformer costs associated with EV Charging Equipment subject to review of the authority having jurisdiction.
2. Installation of Level 2 EV Ready Spaces above the minimum number required level may offset the minimum number Level 1 EV Ready Spaces required on a 1:1 basis.
3. The multifamily requirements apply to multifamily buildings with parking spaces including: a) assigned or leased to individual dwelling units, and b) unassigned residential parking.
4. In order to adhere to accessibility requirements in accordance with California Building Code Chapters 11A and/or 11B, it is recommended that all accessible parking spaces for covered newly constructed multifamily dwellings are provided with Level 1 or Level 2 EV Ready Spaces.”

15.38.050. Nonresidential mandatory measures-Electric vehicle (EV) charging.

- (a) 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3 (Electric vehicle (EV) charging) is hereby amended by adding the following exception after exception 2:
 3. Installation of each Level 3/Direct Current Fast Charger with the capacity to provide at least 80 kW output may substitute for 11 Level 2 EVCS spaces after a minimum of 11 Level 2 EVCS spaces are installed.
- (b) 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.1 (EV capable spaces) is hereby amended to read as follows:

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“5.106.5.3.1 EV Capable Spaces

Nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: EV capable spaces shall be provided as specified below and per the following requirements:

1. For retail uses: 15% of parking spaces shall be EV Capable. For Places of Religious Worship: 10% of parking spaces shall be EV Capable. For all other nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: 35% of parking spaces shall be EV Capable.
2. Raceways complying with the California Electrical Code and no less than 1-inch (25 mm) diameter shall be provided and shall originate at a service panel or a subpanel(s) serving the area, and shall terminate in close proximity to the proposed location of the capable space and into a suitable listed cabinet, box, enclosure or equivalent. A common raceway may be used to serve multiple capable spaces.
3. A service panel or subpanel(s) shall be provided with panel space and electrical load capacity for a dedicated 208/240 volt, 40-ampere minimum branch circuit for each capable space, with delivery of 30-ampere minimum to an installed at each
4. The electrical system and any on-site distribution transformers shall have sufficient capacity to supply full rated amperage at each capable space.
5. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE."

Calculations for the required minimum number of spaces shall all be rounded up to the nearest whole number.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation at all required EVCS; electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EVCS including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the

EVCS.

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- (c) 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.2 (Electric vehicle charging stations (EVCS)) is hereby amended to read as follows, but Sections 5.106.5.3.2.1 through 5.106.5.3.2.4.1 shall remain unchanged:

“5.106.5.3.2 Electric vehicle charging stations (EVCS)

Nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: In addition to the EV Capable Space requirements of Section 5.106.5.3.1, nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings shall comply with the following:

1. For retail uses: an additional 15% of parking spaces shall be provided with EVCS. For Places of Religious Worship: an additional 10% of parking spaces shall be provided with EVCS. For all other nonresidential buildings (excluding hotels and motels) and nonresidential portions of mixed use buildings: an additional 35% of parking spaces shall be provided with EVCS.
2. Required EVCS may be provided in any combination of Level 2 and Direct Current Fast Charging (DCFC), except that at least one Level 2 EVSE shall be provided.

Notes:

1. Calculations for the required minimum number of spaces equipped with EVCS shall be rounded up to the nearest whole number.
2. ALMS may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without ALMS.

- (d) 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.3 (Use of Automatic Load Management System (ALMS)) is hereby amended to read as follows:

“5.106.5.3.3. Use of Automatic Load Management Systems (ALMS)

ALMS shall be permitted for EVCS. When ALMS is installed, the required electrical load capacity specified in Section 5.106.5.3.1 and Section

5.106.5.3.2 for each EVCS may be reduced when serviced by an EVSE controlled by an ALMS. Each EVSE controlled by an ALMS shall deliver a minimum 30 amperes to an EV when charging one vehicle and shall deliver a minimum 3.3 kW while simultaneously charging multiple EVs.”

- (e) 2025 California Green Building Standards Code Chapter 5, Nonresidential Mandatory Measures, Division 5.1, Planning and Design, Section 5.106.5.3.5 (Electric vehicle charging station signage.) is hereby amended by adding the following text immediately following Section 5.106.5.3.5:

“5.106.5.3.5.1 Raceway Identification. The raceway termination location shall be permanently and visibly marked as "EV Ready".”

SECTION 11: That Chapter 15.75 (“California Existing Building Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and replaced with the following:

**“Chapter 15.75
EXISTING BUILDING CODE**

15.75.010 Adoption of Existing Building Code.

The 2025 California Existing Building Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Existing Building Code shall be designated and referred to as the “Existing Building Code” for the City of Santa Clara.”

SECTION 12: 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 13: Effective date. This ordinance shall take effect thirty (30) days after its final adoption, but no sooner than January 1, 2026; however, prior to its final adoption it shall be published in accordance with the requirements of California Government Code Section 50022.3 and Sections 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 21⁸_T day of OCTOBER, 2025, by the following vote:

AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, and Jain, and Mayor Gillmor
NOES:	COUNCILORS:	Park
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:  _____

 _____
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

25-1555

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action to Amend Section 17.35.080 of the Santa Clara City Code to temporarily authorize a deferral for the payment of park-in lieu fees of residential developments from building permit to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law and approve a standard form Park In-Lieu Fee Deferral Agreement.

BACKGROUND

On February 13, 2025, the City Council held a Special Meeting regarding the state of Santa Clara's real estate and development market, which was presented by the San Francisco Bay Area Chapter of the Urban Land Institute. As shared at the Special Meeting, the current economic conditions shaping project feasibility for the new construction of multifamily housing present an extremely challenging environment nationally and locally. Rising labor costs and material costs from tariffs, as well as high interest rates for financing, are the biggest obstacles.

Development projects pay City impact fees to address the capacity or infrastructure needed to support the associated building and population growth. These development impact fees are paid by the project sponsors to the City prior to the issuance of a project's Building Permit, which is the City's regulatory permit that authorizes construction to commence.

In an effort to stabilize housing construction costs, effective as of January 1, 2025, the California legislature passed and Governor Newsom signed into law SB 937. SB 937 amends the Mitigation Fee Act to shift the timing of payment of certain impact fees for "designated residential development projects" to a Certificate of Occupancy. The Certificate of Occupancy is the permit that cities issue to acknowledge that a project's construction is complete and authorizes occupancy of individual units. The period between Building Permit issuance and Certificate of Occupancy essentially reflects a project's construction period.

Senate Bill 937 seeks to minimize the impact of market fluctuations and high interest rates on housing production by delaying the requirement to pay local government development fees. In addition, by delaying impact fee payment until after construction is complete, the subject fees can be excluded from construction loans, which have higher interest rates than subsequent permanent financing.

DISCUSSION

To date in 2025, 2,361 new residential units have opened in the City, which represents an especially strong year for delivery of units. The timing of housing production however relates to a period of several years including pre-development work, receipt of entitlements (planning approval), building plan review, obtainment of financing, and construction. There has been a slowdown within the housing production pipeline process, with few units receiving building permit issuance to begin

construction. Projects totaling only 114 units received building permits in 2024 and 511 units to date in 2025.

As mentioned earlier, the passage of SB 937, reflects a new requirement local governments must implement to delay when certain impact fees are collected for “designated residential development.” SB 937 defines “designated residential development” as any residential development that meets any one of the following criteria: (1) dedicates 100% of units to lower income households; (2) meets the requirements to qualify as a Low Barrier Navigation Center as described in Government Code section 65662; (3) is approved through streamlined ministerial review as authorized by Assembly Bill 2011; (4) is approved through streamlined ministerial approval and meets the requirements of Government Code section 65913.4(a); (5) is approved through the provisions of SB 4 that allow for affordable housing on the lands of faith-based uses or certain public universities; (6) is entitled to a density bonus pursuant to state density bonus law, or (7) that include 10 or fewer units.

Many projects in Santa Clara will qualify for fee deferral through SB 937. In particular, the qualification for SB 937 for projects entitled to density bonus under state density bonus law will have the most applicability in Santa Clara. A project qualifies for density bonus if it meets specified affordability requirements, including projects that have 10% of units affordable to households earning at or below 80% Area Median Income (AMI). The City of Santa Clara has an affordable housing ordinance that specifies that housing projects must have a minimum of 15% of units affordable to households earning 100% AMI. To comply with the City’s affordable housing ordinance, many projects spread their required units across affordability brackets, placing some of the 15% of units below 100% AMI and some units above 100% AMI to provide an average of 100% AMI for the required units. This affordability spread is often strategically done to have projects meet the City’s Affordable Housing Ordinance and be eligible for state density bonus law.

There are still housing projects that do not qualify for SB 937, especially projects that received planning approval before the most recent version of state density bonus law took effect on January 1, 2023. There is also a nuance to state density bonus law that does not consider housing projects that provide affordable housing units in off-site arrangements; and the SB 937 fee deferral does not apply to those projects.

Due to the triennial update of the State 2025 Building Standards Code, which takes effect January 1, 2026, projects that have been reviewed under earlier codes are now required to be issued their building permits under the previous code they were reviewed under or they will need to resubmit new plans and pay fees to be reviewed under the new 2025 Code.

The topic of potentially expanding impact fee deferral is time-sensitive as impact fees are paid at building permit issuance unless the projects are qualified for fee deferral under SB 937. Allowing expanded opportunities for impact fee deferral will support the feasibility of projects seeking to obtain financing under today’s challenging market conditions.

Proposed Ordinance Amendment to Section 17.35.080 of the Santa Clara City Code

Proposed is an ordinance change to bring the City’s Code into compliance with state law by clarifying that, when required by law, payment of the parks impact fee will be deferred. It also goes above and beyond state law by allowing projects that do not qualify for a fee deferral under state law that receive a building permit prior to December 31, 2027 to receive approval for a deferral, provided the City

Manager finds that the deferral will not negatively affect the City's park expansion efforts.

The proposed ordinance also provides that any approved deferral of Park In-Lieu Fees shall require execution of a Fee Deferral Agreement between the property owner or lessee, and the City. The Fee Deferral Agreement will specify the deferred payment schedule; establish remedies and security to ensure full payment prior to Certificate of Occupancy; and affirm that no rights to final occupancy, completion, or use of the development are vested until all deferred fees have been paid in full. The City Manager will be authorized to execute the form Fee Deferral Agreement, subject to the City Attorney's approval. A copy of the proposed Fee Deferral Agreement is included as Attachment 2.

The Parkland in-Lieu fee, often referred to as the "Parks In-Lieu Fee," is established and adopted by the City Council annually based the number of persons per household published in the United States Census, current estimated land value, and park improvement value.

The Parks In-Lieu Fee is often the largest fee collected by the City for residential development projects. By temporarily allowing for deferral of the payment of the parks in-lieu fee beyond state law requirements, the City hopes it will assist in the facilitation of housing construction by lowering financing costs for builders through the reduction of upfront costs. Additional time is needed to determine if other impact fees should be considered for deferral, beyond the requirements of SB 937.

The proposed ordinance would allow housing development projects throughout the City to be provided a parks in-lieu fee deferral if specific terms are met. Also proposed in the ordinance is to grant the City Manager discretion to deny a request for deferral of parks in-lieu fee should it negatively affect the City's park expansion efforts.

The City Manager's authority to defer payment of the Park In-Lieu Fees for projects that are not entitled to the deferral by state law will not apply to projects that receive a building permit after December 31, 2027. The purpose of this limitation is to facilitate housing in the existing pipeline process through these current economic conditions.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The Parks In-lieu Fee is typically collected prior to the issuance of the building permit. However, the payment of Park In-Lieu Fees for specific designated residential projects are now deferred until the issuance of Certificate of Occupancy under SB 937. The proposed action would expand the Parks In-Lieu Fee deferral to residential development projects throughout the City that receive building permits prior to December 31, 2027, and subject to the City Manager determining that the deferral will not negatively affect the City's park expansion efforts. With this change, Parks In-Lieu Fees will be collected prior to issuance of Certificate of Occupancy, which is one to three years after the current practice of collecting fees prior to the issuance of the building permit. The deferral of fees may delay the use of the funding and result in less buying power for those fees.

It is difficult to project the number residential building permits issued in any particular year and the

number of projects for which the developer will opt to pay the in-lieu fee rather than provide the park improvements. Thus, the amount of Parks In-Lieu Fee revenues that would be deferred from this proposed action compared to current practice of collecting in-lieu fees at Building Permit, and the impact, would also be difficult to anticipate.

The City deposits Parks In-Lieu Fees received into separate accounts specified for either Quimby or Mitigation Fee Act. During the development of the City's Capital Improvement Program budget, in-lieu fees are allocated to Capital Improvement Program projects with allowable uses of the funds that may include acquisition of parkland and development of neighborhood and community parks, and, under certain conditions for Quimby, the rehabilitation of existing park facilities. In-lieu fees cannot be used for ongoing maintenance.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, Community Development Department, and Parks and Recreation Department.

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

1. Waive first reading and introduce an ordinance amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park-in lieu fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.
2. Approve a standard form Park In-Lieu Fee Deferral Agreement and Notice of Lien with Power of Sale, on the terms and in substantially the form presented, authorize City Manager to modify the agreement as needed for individual projects, and execute the finalized agreement subject to approval as to form by the City Attorney.

Reviewed by: Reena Brilliot, Director of Economic Development and Sustainability

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Ordinance to Amend Section 17.35.080 of Santa Clara City Code
2. Park In-Lieu Fee Deferral Agreement and notice of Lien with Power of Sale

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING SECTION 17.35.080
(PROCEDURES) OF CHAPTER 17.35 (PARKS AND
RECREATIONAL LAND) OF TITLE 17 (DEVELOPMENT) OF
“THE CODE OF THE CITY OF SANTA CLARA,
CALIFORNIA” TO AUTHORIZE DEFERRAL OF CERTAIN
PARK IN-LIEU FEE PAYMENTS SUBJECT TO CONDITIONS**

WHEREAS, the Mitigation Fee Act (“Act”) regulates fees for development projects, including the timings of fee and charge payments imposed by local agencies on residential developments for the construction of public improvements; and

WHEREAS, California State Legislature recently amended the Act to streamline certain residential development projects, including, but not limited to a delay in timing for payment of impact fees for qualified residential development projects; and

WHEREAS, the deferral of fee payments to a later date is intended to lower financing costs for builders by reducing upfront costs, thereby encouraging more housing development projects; and

WHEREAS, when a fee payment under the Act is not paid fully prior to issuance of a building permit, the local agency issuing the building permit may require the property owner to execute a contract to pay the fee or charge as a condition of issuance of the building permit; and

WHEREAS, the Code of the City of Santa Clara (“SCCC”) section 17.35.080 sets forth the City’s timing and procedure for parkland dedication or fees in lieu thereof; and

WHEREAS, the SCCC serves to promote the public health, safety and welfare of the community; and

WHEREAS, recent amendments to the Act requires changes to SCCC section 17.35.080

to comply with the new laws; and

WHEREAS, the City desires to bring its code into compliance with state law, and desires to facilitate housing development project construction especially during the current economic downturn to reduce barriers for housing development project construction and achieve the City's 6th Cycle California Regional Housing Needs Allocation; and

WHEREAS, to temporarily assist in the facilitation of housing development project construction the City desires to allow deferrals for park in lieu fees beyond what is required by the Act; and

WHEREAS, the proposed amendment to SCCC section 17.35.080 is attached hereto as **Exhibit A** and incorporated by this reference ("SCCC Code Amendment") and is intended to bring the SCCC into compliance with state law and allow the City to accomplish its goal to temporarily facilitate housing development project construction during the current economic downturn; and

WHEREAS, on November 4, 2025, the City Council considered the SCCC Code Amendment along with the staff report and supporting documentation, staff presentations, information included in the record and all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed SCCC Code Amendment; and

WHEREAS, on November 4, 2025, the City Council waived a first reading and approved in the form presented the introduction of this Ordinance for the SCCC Code Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: The recitals set forth above are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

SECTION 2: The City Council of the City of Santa Clara hereby amends Section 17.35.080 (Procedure) of Chapter 17.35 (Park and Recreation Land) of Title 17 (Development) of The Code of the City of Santa Clara as provided in **Exhibit A**, by adding the text shown in double underline (example) and deleting the text shown in strikeout (~~example~~).

SECTION 3: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 4: 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 5: CEQA. Adoption of the SCCC Code Amendment is not a project as defined by the CEQA pursuant to CEQA Guideline section 15378 because it does not have any potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves only organizational and administrative activities of the City; it does not involve or otherwise authorize any construction or physical activity that could impact the environment. And even if adoption of the SCCC Code Amendment was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the SCCC Code

Amendment would have a significant effect on the environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

SECTION 6: 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.”

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
Exhibit A: SCCC Code Amendment

Exhibit A
AMENDING SECTION 17.35.080 OF THE CODE OF THE CITY OF SANTA CLARA

17.35.080 Procedure.

(a) Upon receiving a complete application for a residential development or subdivision, the Director of Parks and Recreation shall determine the conditions necessary to comply with the requirements for parkland dedication or fees in-lieu thereof as set forth in this chapter and said conditions shall be proposed to the approving authority as conditions of approval for the project. The establishment of such conditions for projects that do not involve a subdivision shall comply with the procedures set forth in Government Code Section 66001 et seq.

(b) At the time of project approval, the approving authority shall consider the recommendation of the Director of Parks and Recreation and make a final determination as to the land to be dedicated and/or fees to be paid by the developer.

(c) Any in-lieu fees imposed under this chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit. The in-lieu fee due for each dwelling unit is determined based on the number of units within the dwelling unit and eligible credit for the dwelling unit as authorized in this Chapter. Notwithstanding the foregoing, (1) when required by applicable state law, or (2) upon request of a project developer for projects that receive building permits prior to December 31, 2027; and provided that the conditions set forth in subsection (d), below are satisfied, a developer's obligation to pay in-lieu fees may be deferred to the date which is the earlier to occur of: (i) approval of the first temporary certificate of occupancy, (ii) the final building inspection, or (iii) the issuance of a final certificate of occupancy for the project.

(d) To qualify for the fee deferral described in subsection (c), above, the City Manager must determine the deferral will not negatively affect the City's park expansion efforts, and the owner, or lessee if the lessee's interest appears of record, of the real property for which the fees are required must enter into a recordable agreement with the City that provides for the terms of deferral ("Fee Deferral Agreement"). The Fee Deferral Agreement shall be executed and recorded prior to issuance of the building permit for the development. The Fee Deferral Agreement shall constitute a lien on the property from the date of recordation and shall be enforceable against successors in interest to the property owner or lessee. Among other terms approved by the City Manager and the City Attorney, the Fee Deferral Agreement shall provide that approval of the first temporary certificate of occupancy for each separate dwelling (if there are multiple buildings) shall not be granted until the in-lieu fees are paid for that dwelling. The Fee Deferral Agreement shall also provide that, in any action to collect the in-lieu fee or any portion thereof, the City shall be entitled to all its costs of enforcement and collection, including reasonable attorney's fees. The City Manager is authorized to execute the Fee Deferral Agreement and release of lien agreement on behalf of the City in a final form acceptable to the City Attorney.

~~(d)~~ (e) Refunds. In the event a developer does not use a building permit for construction of a dwelling unit, the City will refund the fee collected for that dwelling unit at the time of expiration of the building permit. In addition, the City shall commit the funds to the uses authorized under this chapter within five years of the latter of the date the fee was paid, the issuance of buildings permits on one-half of the lots created by the subdivision, or the construction of one-half of the dwelling units for developments not involving subdivisions. If

such fees are not committed within this time, they, without any deductions, shall be distributed and paid to the then record owners of the properties in the same proportion that the size of their lot bears to the total area of all lots within the development.

**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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

**PARK IN-LIEU FEE DEFERRAL AGREEMENT
AND NOTICE OF LIEN WITH POWER OF SALE**

This PARK IN-LIEU FEE DEFERRAL AGREEMENT AND NOTICE OF LIEN WITH POWER OF SALE ("Agreement") is entered into as of _____, 20__, ("Effective Date"), by and between [OWNER NAME], a[n] choose one: _____ (enter State name) corporation/partnership/individual, ("Developer"), and the City of Santa Clara, a charter city and municipal corporation ("City"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties". This Agreement is entered into with reference to the following facts:

RECITALS

- A. Developer is the fee title owner of certain real property located at [STREET ADDRESS], Santa Clara, California, more specifically described in **Exhibit A** ("Property"). Developer has received the required approvals for the development of the Property [PROJECT DESCRIPTION] (the "Project").
- B. The City is authorized under state law to levy, and the Developer is obligated under the City of Santa Clara Municipal Code ("City Code") Chapter 17.35 to pay certain park fees in-lieu of land dedication associated with the development of real property. The park in-lieu fees required for the Project are described in **Exhibit B** ("Park Fees").
- C. Developer has requested, or is otherwise entitled to, a deferral of the payment of Park Fees and, pursuant to its authority under City Code Section 17.35.80, City has approved a deferral of Developer's obligation to pay the required Park Fees for its Project subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, Developer and City agree as follows:

1. Payment of Park Fees. Developer agrees to pay to the City the Park Fees for the Project prior to (and as a condition precedent to) the earlier of the following: (a) the City's issuance of the first certificate of occupancy (whether temporary or final) or (b) the City's approval of the final building inspection of the Project. If the Project contains more than one dwelling, the Park Fees are due consistent with the procedure set forth in City Code section 17.35.080(c) and as more particularly set forth in **Exhibit B** for each dwelling prior to receipt of the first certificate of occupancy, or final building inspection, whichever is first for that dwelling.
2. Lien Against the Property.
 - a. The Developer hereby grants to the City a lien, with power of sale, on the Property and Project to secure final payment of the Park Fees and the City's cost of foreclosure, if applicable, subject to the provisions of Section 2.b below. This Agreement shall be recorded in the grantor-grantee index in the name of the City as grantee and in the name of Developer as grantor.
 - b. Notwithstanding anything herein to the contrary, until such time as any indebtedness secured by a deed of trust recorded prior to the date hereof (the "Senior Indebtedness") has been repaid in full and the security instrument securing such Senior Indebtedness for the benefit of a senior lender (the "Senior Lender") has been released and discharged, the City shall not, without the prior written consent of Senior Lender, which may be withheld in Senior Lender's sole and absolute discretion, take any enforcement action set forth herein, including, without limitation, (i) accelerate any amounts due hereunder, or (ii) exercise any of City's remedies or enforcement actions hereunder (including, without limitation, the commencement of any judicial or non-judicial action or proceeding, exercise of any power of sale or commencement of foreclosure of the lien created hereunder). Notwithstanding the foregoing, if the Developer does not timely pay the Park Fees, the City shall have the right, in its sole and absolute discretion, to withhold issuance of any Certificates of Occupancy or approval of the final building inspection for the Project.
3. Release of Lien and Issuance of Certificate of Occupancy. Upon full payment of the Parks Fees and foreclosure costs for a foreclosure commenced but not completed (if applicable): (i) the City shall promptly reconvey, terminate and release this Agreement and any lien created hereunder by executing a release of the lien from the Property in substantially the same form as shown in Exhibit C; and (ii) the City's Parks and Recreation Director will authorize issuance of the Certificates of Occupancy for any completed dwelling units in the Project being withheld pending such payment.
4. Enforcement of Lien. In the event Developer fails to pay any amount owing hereunder, on or before the due date, the City has the right to exercise all rights and remedies and to maintain any action in law or equity to enforce the terms and covenants of this Agreement. Without limiting the foregoing, the City shall have the right to withhold the issuance of any Certificates of Occupancy or final building inspection approval for the Project, may foreclose the lien described herein, using the power of sale, by non-judicial foreclosure under Civil Code Section 2924 et seq., and may appoint or substitute any title insurance company as trustee for such purpose, subject to the provisions of Section 2b, above. Any costs, expenses or fees related to any collection or enforcement of the foreclosure, including, but not limited to, City staff time, third-party costs, reasonable attorneys' fees and litigation costs, interest,

and any other costs, shall also be secured by the lien. A failure to cure a default under this Agreement within ten (10) business days after written notice shall cause the Park Fees to become immediately due and payable. All defaulted amounts shall bear interest from the date of issuance of the building permit until paid in full, at a rate equal to the lesser of ten percent (10%) per annum or the maximum rate permitted by law, and such interest shall be secured by the lien described herein.

5. Covenants Run with the Land. The terms, covenants, and conditions made in this Agreement shall run with the land and shall bind all heirs, legal representatives, successors in interest, assigns, contractors, and subcontractors of the Parties. If there is more than one successor in interest, all successors will be jointly and severally liable for all obligations under this Agreement. This Section does not limit the effect of Section 7 below.
6. Payment of Escrow Proceeds. Developer shall immediately notify the City of the opening of any escrow account for the sale of the Property, or portion thereof, while this Agreement is effective. In addition, Developer shall provide appropriate notification in the escrow instructions to the escrow agent that the total amount of the Park Fees shall be paid to the City from the sale proceeds in escrow prior to disbursing proceeds to the seller.
7. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity who or which is not a signatory to this Agreement shall be deemed be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Developer hereunder as a result of the City's or Developer's performance or nonperformance of their respective obligations under this Agreement.
8. Prevailing Wage.
 - a. To the maximum extent allowed by law, Developer shall defend (with counsel acceptable to the City), indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with, to the extent applicable to the Project, all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).
 - b. It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws with respect to all or any portion of the Project as a result of this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws.
9. Venue; Jurisdiction. In the event that an action or proceeding is brought by either Party hereunder, the Parties agree that venue of such action is exclusively in a state court in Santa Clara County, California. This Agreement must be interpreted in accordance with, and governed by, the laws of the State of California.
10. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11. **Severability.** If any provision of this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and remains valid and fully enforceable.
12. **Indemnity.** To the fullest extent permitted by law, Developer shall defend and hold City its officials, officers, employees and agents (collectively, the “Indemnified Parties”) harmless from liability from: (i) any and all actions, claims, damages, injuries, challenges and/or costs of liabilities arising from the Indemnified Parties’ approval of any and all entitlements or permits arising from the Project and this Agreement; (ii) any damages, liability and/or claims of any kind for any injury to or death of any person, or damage or injury of any kind to property which may arise from or be related to the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on Developer’s behalf which relate to the Project and/or the Property. Developer further agrees that such indemnification and hold harmless shall include all fees and costs associated with the defense of the Indemnified Parties. City shall have the right to have its legal counsel represent Indemnified Parties in any such proceeding. Notwithstanding the foregoing, Developer shall not be obligated to indemnify and hold the Indemnified Parties harmless from liability from liabilities, claims, losses, damages, costs, and expenses arising from the active negligence or willful misconduct of Indemnified Parties or their agents and employees. The provisions of this Paragraph 12 (Indemnity) shall survive the expiration or earlier termination of this Agreement with respect to matters.
13. **Attorneys’ Fees.** If any actions or proceeding is instituted by either party to interpret, challenge, enforce, or which relates in any other way to, this Agreement, the prevailing Party is entitled to reasonable attorneys’ fees and costs in addition to any other relief adjudged by the court.
14. **Notices.** Any notices relating to this Agreement are to be given in writing and deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

City: City of Santa Clara Attention: Office of the City Manager 1500 Warburton Avenue Santa Clara, CA 95050 and by e-mail at manager@santaclaraca.gov Copy to: Director of Parks and Recreation	Developer:
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Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

15. **Entire Agreement.** This Agreement, including all its exhibits, which are hereby incorporated herein by this reference, and all documents reference herein, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations,

warranties and understandings of the Parties concerning the subject matter contained herein, written or oral.

16. Amendment. No change, modification, addendum or amendment to any provision of this Agreement shall be valid unless executed in writing by each Party hereto.
17. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities. This Agreement may be executed in multiple originals, each of which is deemed to be an original.
18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute a single binding instrument.

(Signature page follows)

SIGNATURE PAGE
TO PARK IN-LIEU DEVELOPMENT FEE DEFERRAL AGREEMENT
AND NOTICE OF LIEN WITH POWER OF SALE

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed on their behalf by their respective duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

***INSERT DEVELOPER’S NAME**

*choose one: a[n] _____ (insert State) corporation/partnership/individual

Dated: _____

By (Signature): _____
Name: _____
Title: _____
Principal Place of
Business Address: _____
Email Address: _____
Telephone: () _____
Fax: () _____

“DEVELOPER”

* All signatures must be accompanied by an attached notary acknowledgement.
* Proof of authorization for signatures is required to be submitted concurrently with this Agreement.

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA CLARA)

On _____ before me _____,
(Name, Title of officer – e.g. Jane Doe, Notary Public)

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

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

WITNESS my hand and official seal.

(Signature of Notary) (Seal)

EXHIBIT A

Legal Description of Property

[Insert Legal Description]

APN: [Insert APN]

JPN: [Insert JPN]

EXHIBIT B

[INSERT FEE HERE]

EXHIBIT C

Form Release of Lien

**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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

RELEASE OF LIEN UPON REAL PROPERTY

FOR PAYMENT OF DEVELOPMENT IMPACT FEES

WHEREAS, on _____, _____ (“Developer”) and the City of Santa Clara, a charter city and municipal corporation (“City”), entered into an Park In-Lieu Development Fee Deferral Agreement and Notice of Lien with Power of Sale (“Agreement”), which created a lien to secure deferred payment of park in-lieu fees. This Agreement was recorded as Document No. _____ in the Official Records of the County of Santa Clara, California.

WHEREAS, Developer has satisfied the conditions for the release of lien encumbering certain property under the Agreement;

NOW, THEREFORE, the City hereby releases all of its right, title, and interest to the lien in the Affected Property consisting of real property described in Exhibit A of the Agreement and reproduced as Exhibit 1, which is attached to and incorporated a part of this Release.

(SIGNATURE PAGE TO FOLLOW)

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

GLEN R. GOOGINS

City Attorney

JÓVAN D. GROGAN

City Manager

City of Santa Clara

1500 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408) 615-2210

Fax: (408) 241-6771

“CITY”



Agenda Report

25-1126

Agenda Date: 11/4/2025

REPORT TO COUNCIL

SUBJECT

Action on adoption of Resolution to establish the Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) and appoint up to three City Councilmembers with one alternate to serve on the Committee.

BACKGROUND

The City of Santa Clara welcomed Levi's® Stadium (Stadium) with the official ribbon-cutting ceremony on July 17, 2014; the inaugural Stadium event was a San Jose Earthquakes match that took place on August 2, 2014.

In the last decade that the Stadium has been in operation for National Football League (NFL) and non-NFL events, the City has established procedures and programs to help address impacts to the neighborhoods. These include the Neighborhood Protection Detail, a hotline for residents to report stadium-related issues, and the Police Department's Community Response Team.

Levi's® Stadium will serve as a host venue for two internationally significant events in 2026: Super Bowl LX and FIFA World Cup 2026™. These events will bring substantial regional attention and economic activity to Santa Clara and will likely also result in temporary disruptions and neighborhood impacts, including traffic, parking, noise, and public safety concerns.

As the City continues its preparations for these events and Levi's hosts regular NFL games and non-NFL events, staff recognizes the importance of maintaining strong communication and collaboration between the City, residents, businesses, and stadium stakeholders. Additionally, the City Council's priority initiatives include establishing a subcommittee focused on Stadium/community relations. As such, the creation of a focused ad hoc subcommittee will allow the City Council to work directly with staff, community members, and businesses to ensure neighborhood concerns are heard and addressed throughout the planning process. The Ad Hoc Subcommittee will help foster engagement and communication with the residents in the neighborhoods that will be impacted.

DISCUSSION

An Ad Hoc Subcommittee is a temporary committee established by the City Council, comprised of less than a quorum of Councilmembers, to address a specific issue or project of limited scope and duration. Ad Hoc subcommittees are typically formed to study, evaluate, or provide recommendations on topics that require focused attention outside of the regular Council meeting structure.

To establish the Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee), the City Council will need to take action to approve the Committee and appoint up to three Councilmembers

to serve as the Committee.

Committee Structure:

The Committee could consist of up to three Council members who will serve as the Committee members. To support the efforts of the Committee, representative(s) from the Police Department; Stadium management; and City/Stadium Authority staff will participate in Committee meetings as appropriate.

The Committee's duration will be from December 2025 through August 2026.

This Committee would be an ad hoc subcommittee and, therefore, is not a legislative body under the Brown Act. Notwithstanding, in recognition of the Committee's purpose in engaging the affected community, staff will make it a priority to publicly notice meetings so that community members can attend and provide input.

Committee Focus:

The focus of the Committee will be to address concerns and impacts from the Stadium events. It will serve as a forum for dialogue between the Stadium, city staff, elected officials, residents, and businesses.

The Committee will serve as a forum for communication and coordination rather than a decision-making body regarding operational or deployment matters.

The goal is to share with the residents and businesses the impacts that will include traffic issues, noise and quality of life issues, parking in neighborhoods, weekend curfew, creek trail impacts, rideshare drop-off zones, public benefits, and processes for handling complaints.

Committee Meeting Frequency and Location:

The Committee would meet four times; December 2025, February/March 2026, May 2026, and August 2026.

Council has expressed a desire to host the committee meetings in the northside of the city. In alignment with this, it is envisioned that the Committee meetings will be held at the Northside Branch Library.

The dates and times of the Committee meetings will vary to allow flexibility in scheduling, providing several key benefits. Varying the dates and times of meetings will create more opportunities for residents and businesses to participate, particularly those with differing work schedules, family commitments, or other constraints. This approach also enables the committee to meet as needed in response to emerging issues or new information related to major event planning.

Committee Members:

The City Council will need to appoint up to three councilmembers to serve as committee members and a Council member to serve as an alternate.

Committee Area:

The Committee's focus area will include the residential neighborhoods surrounding Levi's®

Stadium, as well as the new housing developments in the Tasman East area. Specifically, the focus area extends south from Gianera Street to Agnew Road, and east from Moreland Way to Lick Mill Boulevard, up to Calle De Mundo. A map outlining these boundaries is attached to this report.

Staff collaborated with the Police Department to develop the map, which identifies the residential areas most likely to experience impacts from the major events occurring at the Stadium.

Communication to Residents:

Staff will send a notice to all residents within the committee area to inform them of the establishment of the Committee, the purpose of the Committee, the anticipated meeting schedule, and the meeting location.

To hold the first Committee meeting in December 2025, staff will need the City Council to establish the Committee at tonight's meeting.

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

At this time there is no fiscal impact to the Stadium Authority or the City other than staff time. Any expenses associated with the Committee (noticing, hosting the meetings, etc.) will be charged to the Stadium Authority based on existing policies and practices.

Police Department participation will be accommodated within existing resources; no new resources have been identified or provided for this purpose. This effort will occur concurrently with extensive planning and operational commitments related to the 2026 events.

COORDINATION

This report has been coordinated by the City Manager's Office 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

Adoption of a resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) through August 2026, appoint up to three Councilmembers with one alternate to serve on the Committee, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

Reviewed by: Paulina Morales, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENT

1. Draft Resolution
2. Stadium Neighborhood Relations Ad Hoc Subcommittee Area Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ESTABLISH THE STADIUM RELATIONS AD HOC COMMITTEE
COMPRISED OF UP TO THREE CITY COUNCILMEMBERS AND
FOR A DURATION COMMENCING DECEMBER 2025 TO AUGUST
2026**

WHEREAS, Levi's® Stadium (Stadium) official opened July 17, 2014. The Stadium is home to the San Francisco Forty Niners and hosts National Football League (NFL) and non-NFL events;

WHEREAS, The Stadium Authority executed the Stadium Operations Agreement with Forty Niners SC Stadium Company LLC and Stadium Management Agreement with Fortify Niners SC stadium Company LLC to manage and operate the Stadium for NFL and non-NFL events; and,

WHEREAS, Over the last decade City staff have developed programs and procedures to mitigate impacts to the neighborhoods surrounding the Stadium during NFL and non-NFL events;

WHEREAS, In 2026, the City will be hosting two major sporting events at the Stadium: Super Bowl LX (SBLX) and six Fédération Internationale de Football (FIFA) Men's World Cup 2026 (FWC26) matches; and

WHEREAS, As these are international sporting events that will have larger impacts to the neighborhoods surrounding the Stadium, the City wishes to establish a Stadium Relations Ad Hoc Subcommittee to help foster engagement and communication with the residents in the neighborhoods that will be impacted

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANTA CLARA AS
FOLLOWS:**

1. The City Council hereby establishes the Stadium Relations Ad Hoc Subcommittee on the following terms:

A. The Ad Hoc Committee will have a max of three Committee members, with one

designated alternate. The City Council will appoint the Council members to serve as the committee members.

B. The focus of the committee will be to address concerns and impacts from the Stadium hosting the two international sporting events. It will serve as a forum for dialogue between the Stadium, city staff, elected officials, residents and businesses.

C. The Duration of the Ad Hoc Subcommittee will be from December 2025 through August 2026 with meetings held at the North Branch Library (695 Moreland Way, Santa Clara).

D. The Committee geographic area of focus is included in Attachment No. 1.

2. The City Council appoints the following Council member(s) to the Committee.

- i. _____, Chair
- ii. _____, Vice Chair
- iii. _____, Member
- iv. _____, Alternate

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 ____ DAY OF _____, 20__, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Stadium Relations Committee Map



Stadium Neighborhood Relations Subcommittee Map

Map Features

- Public Streets
- Boundary
- Landmarks
- Levi's Stadium
- Parks
- City Limit

