City of Santa Clara

Meeting Agenda

Council and Authorities Concurrent Meeting

Call and Notice of Special Meeting

Santa Clara Stadium Authority

Tuesday, August 29, 2023 **4:30 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://santaclara.legistar.com/Calendar.aspx. eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.

NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

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

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you many 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 Chair calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on August 29, 2023, at 4:30 pm for a Special Meeting 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.

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

4:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Roll Call

1.A 23-934 Conference with Real Property Negotiators (CC)
Pursuant to Gov. Code § 54956.8
Property: 5201 Great America Parkway, Santa Clara, California 95054 (APN: 104-55-013, 104-55-016)
City Negotiators: Jōvan D. Grogan, Ruth Shikada, Glen Googins, Elizabeth Klotz
Negotiating Parties: City of Santa Clara and Hudson Pacific Properties
Under Negotiation: Purchase of Real Property interest(s), price and terms of payment

1.B 23-1028 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jōvan Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen Googins

Employee Organization(s):
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #9A-Unclassified Police Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

Public Comment

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

Convene to Closed Session (Council Conference Room)

7:00 PM COUNCIL/SPECIAL STADIUM AUTHORITY MEETING

Call to Order

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

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A 23-277 Proclamation of September 2023 as Community Preparedness Month

2.B 23-1042 Proclaim August 24, 2023 as Ukrainian Independence Day

2.C 23-1039 Proclaim Beyoncé Knowles-Carter as Honorary Mayor for Ceremonial Purposes Only on August 30, 2023 and Presentation of Key to the City of Santa Clara (Ceremonial Vote)

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 23-19 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Parks & Recreation Commission - July 18, 2023

3.B 23-822 Action on Monthly Financial Status Report for May 2023 and Monthly Investment Reports for May and June 2023 and Approve Related Budget Amendment

Recommendation: Note and file the Monthly Financial Status Report for May 2023 and Monthly Investment Reports for May and June 2023 as presented and Approve the Related Budget Amendment **(five affirmative Council votes required for the use of unused balances)**.

3.C 23-848 Action on Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure to Extend the Computer Aided Dispatch System Contract Term to November 30, 2024 at No Additional Cost

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017 to extend the contract term at no additional cost in a final form approved by the City Attorney.

3.D 23-116 Action Authorizing the City Manager to Execute Amendment No. 2 to the Agreement with Nalco Company LLC for Water Treatment Services for Silicon Valley Power at Power Plants and to Extend the Term Through December 31, 2023, With No Change to the Maximum Compensation

Recommendation:
1. Authorize the City Manager to execute Amendment No. 2 to the Agreement for the Performance of Services with Nalco Company, LLC for water treatment services for Silicon Valley Power at power plants and to extend the term through December 31, 2023, with no change to the maximum compensation of $900,000; and
2. Authorize the City Manager to make minor changes to the attached proposed amendment subject to review and approval as to form by the City Attorney.

3.E 23-109 Action on Amendment No. 4 to the Silicon Valley Power Agreement with Advanced Chemical Transport, Inc. to Increase the Maximum Compensation by $340,000 for a Revised Maximum Compensation Amount of $2,140,000 to Cover Outstanding Invoices to be Funded by the Electric Utility Operating Budget - Compliance

Recommendation:

1. Authorize the City Manager to execute Amendment No. 4 to the Agreement for Services with Advanced Chemical Transport, Inc., increasing the maximum compensation by $340,000 for a new maximum compensation of $2,140,000; and
2. Authorize the City Manager to make minor changes to the proposed Amendment No. 4, subject to the review and approval as to form by the City Attorney.

3.F 23-111 Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Sections 15302(c) (Class 2 - Replacement or Reconstruction) and 15303 (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 Serra Tank Farm & SCVWD (W&S SCADA) and Northside Tank & Import#2 (W&S SCADA) are better performed by the City with its own employees based on the information set forth in this Report to Council.

3.G **23-114** Action Authorizing the Use of City Electric Forces at Various Locations

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Sections 15302(c) (Class 2 - Replacement or Reconstruction) and 15303 (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 3175 De La Cruz Boulevard, 3060 Raymond Street and 3402 El Camino Real 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.H **23-115** Action on a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Silicon Valley Power Kifer Battery Energy Storage System Project and Action to Delegate Authority to the City Manager to Negotiate and Execute an Interconnection Agreement with Kifer Energy Storage, LLC

Recommendation:

1. Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Kifer Battery Energy Storage System Project;
2. Authorize City Manager to negotiate, approve, and execute an Interconnection Agreement for Generating or Storage Facilities with Kifer Energy Storage, LLC, based on the draft attached hereto and any necessary or advisable amendments, subject to the review and approval as to form by the City Attorney; and
3. Authorize City Manager, or designee, to take any necessary or advisable actions to implement and administer the Interconnection Agreement with Kifer Energy Storage, LLC.

3.I **23-887** Action on a Resolution Memorializing the Historical Calculation of Uniform Allowance and Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021 Pursuant to CalPERS Request

Recommendation: Adopt a Resolution Memorializing the Historical Calculation of Uniform Allowance and Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021

3.J **23-917** 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 overtime assignments to curb alcohol-related challenges in our community, and authorizing the City Manager to execute all grant-related documents; and
2. Approve the FY 2023/24 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of $75,068 and establish an Alcohol Policing Grant Partnership Grant appropriation in the amount of $75,068 (**five affirmative Council votes required to appropriate additional revenue**)

3.K **23-919** Action on a Request for a Special Permit to Allow for Seasonal Pumpkin Patch and Christmas Tree Sales Events at 2610 El Camino Real from September 16, 2023 through December 24, 2023

Recommendation:

1. Determine the issuance of the Special Permit to be categorically exempt from formal environmental review pursuant to CEQA Guidelines section 15304(e) (Class 4 - “Minor Alterations to Land”); and
2. Approve the request of a Special Permit to allow for seasonal Pumpkin Patch and Christmas Tree sales events at 2610 El Camino Real from September 16, 2023 through December 24, 2023, subject to conditions.

3.L 23-960 Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from October 1, 2023 through December 24, 2023

Recommendation:

1. Determine the issuance of the Special Permit to be categorically exempt from formal environmental review pursuant to CEQA Guidelines section 15304(e) (Class 4 - "Minor Alterations to Land"); and
2. Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from October 1, 2023 through December 24, 2023, subject to conditions.

3.M 23-1002 Action to Unfreeze 1.0 Assistant City Manager position (Position 1685) in the City Manager's Office, Approve Related City and Stadium Authority Budget Amendments, and Modify the Assistant City Manager Classification Specification (Job Code 016)

Recommendation: 1. Approve Unfreezing 1.0 Assistant City Manager position (position 1685) in the City Manager's Office.
2. Approve the following FY 2023/24 City Budget Amendments:
   a. In the General Fund, increase the Other Fees for Services estimate by $347,900, increase the Non-Departmental Salaries and Benefits appropriations by $347,900, increase the City Manager's Office Salaries and Benefits appropriations by $49,700, and reduce the Budget Balancing Reserve in the amount of $49,700 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and
   b. In the Convention Center Enterprise Fund, increase the Salaries and Benefits appropriations by $99,400 and reduce the unrestricted ending fund balance by $99,400 **(five affirmative Council votes required for the use of unused balances)**.
3. Approve a FY 2023/24 Stadium Authority Budget Amendment to increase the General & Administrative expense and decrease the Unrestricted Fund Balance in the amount of $347,900 to fund a portion of the Assistant City Manager position.
4. Approve the modified Assistant City Manager (Job Code 016) classification specification.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

4.A 23-798 Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of April 1 to June 30, 2023

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of April 1 to June 30, 2023.

4.B 23-996 Action on Stadium Manager's Request to Award Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems for Mobile Pro Falcon 3100 Trailers (Mobile Security Closed Circuit Television (CCTV) Pop Up Trailers CapEx Project)

Recommendation:

Approve the Stadium Manager's request to award a one-time purchase order to Mobile Pro in the amount of $389,982 to purchase six Mobile Pro Falcon 3100 trailers (Mobile Security CCTV Pop Up Trailers CapEx Project).

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. 23-924 Public Hearing: Actions on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), General Plan Amendment from Neighborhood Mixed-Use to Very High Density Residential, and a Rezone from Neighborhood Commercial to Planned Development to Allow the Development of a Four-Story Mixed-Use Development with 39 Residential Housing Units, and 1,500 Square Feet of Ground Floor Commercial Space for the Property Located at 2655 The Alameda

Recommendation: Alternatives: 1, 2, and 3.

1. Adopt a resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2655 The Alameda Mixed Use Project.
2. Adopt a resolution to approve a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
3. Adopt a resolution to approve a Rezone from Neighborhood Commercial (CN) to Planned Development (PD).

6. **23-767** Action on Resolutions Approving an Installment Sale Financing and Authorizing the Execution, Delivery and Sale of Wastewater Revenue Certificates of Participation and related Agreements in a Principal Amount not to Exceed $38 million to Finance and Refinance Capital Costs of the San José-Santa Clara Regional Wastewater Facility; and Approval of the Related Budget Amendment

Recommendation: Alternative 1

City Council Actions

1. That the City Council by Resolution:

a) Authorize the financing and refinancing plan for capital costs of the San José-Santa Clara Regional Wastewater Facility set forth in the Resolution;
b) Authorize and approve (i) the Installment Sale Agreement between the City and the Corporation; (ii) the Trust Agreement among the City, Corporation, and the Trustee, in substantially the form attached hereto;
c) Approve the execution and delivery of the Certificates, subject to the maximum principal amount, true interest cost and underwriting discount set forth in the Resolution;
d) Approve the sale of the Certificates by competitive sale pursuant to the Official Notice of Sale relating to the Certificates in substantially attached hereto, or, by negotiated sale pursuant to the Purchase Contract in substantially the form attached hereto;
e) Approve the Preliminary Official Statement, in substantially the form attached hereto, with such changes as may be approved by an authorized officer, and approve the execution and delivery of the Continuing Disclosure Certificate in the form attached as an appendix to the Preliminary Official Statement;
f) Authorize the designated authorized officers to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and

to make any minor non-substantive or routine changes to complete the financing transaction; and
g) Authorize certain other related actions in support of or related to the financing set forth in the Resolution;

2. That the City Council by Separate Resolution: Authorize and approve the Amendment to the Trimble Road Installment Sale Agreement between the City and the Corporation in substantially the form attached hereto with such changes as may be approved by an authorized officer; and

3. That the City Council by Motion: (a) Approve the FY 2023/24 budget amendment in the Sewer Utility Debt Service Fund to increase the bond proceeds estimate in the amount of $5,000,000, decrease the debt repayment in the amount of $1,506,135, and increase the unrestricted ending fund balance in the amount of $6,506,135; and (b) Require any and all of the above agreements approved by resolution be subject to the review and approval as to form by the City Attorney.

City of Santa Clara Public Facilities Financing Corporation Actions

1. That the City Council, Acting as Board of Directors of the Corporation, by Resolution:

a) Authorize the financing and refinancing plan for capital costs of the San José-Santa Clara Regional Wastewater Facility as set forth in the Resolution;
b) Authorize and approve (i) the Installment Sale Agreement between the City and the Corporation; (ii) the Trust Agreement among the City, Corporation, and the Trustee, in substantially the form attached hereto;
c) Approve the execution and delivery of the Certificates, subject to the maximum principal amount, true interest cost and underwriting discount set forth in the Resolution;
d) Authorize the designated authorized officers to execute all required agreements necessary

to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and to make any minor non-substantive or routine changes to complete the financing transaction; and
e) Authorize certain other related actions consistent with the financing as set forth in the Corporation's Authorizing Resolution;

2. That the City Council, Acting as Board of Directors of the Corporation, by Separate Resolution authorize and approve the Amendment to the Trimble Road Installment Sale Agreement between the City and the Corporation in substantially the form attached hereto with such changes as may be approved by an authorized officer; and

3. That the City Council, Acting as Board of Directors of the Corporation, by Motion require any and all of the above agreements approved by resolution be subject to the review and approval as to form by the City Attorney.

7. **23-1072** Action on Appointment of a Primary Member and an Alternate Member to the Stevens Creek Corridor Steering Committee - Deferred from August 22, 2023

Recommendation: Council take action to appoint a primary member and an alternate member to the Stevens Creek Corridor Steering Committee.

8. **23-897** Direction to Staff on the Revised El Camino Real Specific Plan Land Use Plan

Recommendation: 1. Direct staff to continue planning work with the draft Land Use Plan as proposed.

9. **23-856** Action on Membership for the El Camino Real Specific Plan Community Advisory Committee

Recommendation: 1. Direct staff to continue with the current CAC.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, September 12, 2023 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

23-934 **Agenda Date: 8/29/2023**

SUBJECT

Conference with Real Property Negotiators (CC)
Pursuant to Gov. Code § 54956.8
Property: 5201 Great America Parkway, Santa Clara, California 95054 (APN: 104-55-013, 104-55-016)
City Negotiators: Jōvan D. Grogan, Ruth Shikada, Glen Googins, Elizabeth Klotz
Negotiating Parties: City of Santa Clara and Hudson Pacific Properties
Under Negotiation: Purchase of Real Property interest(s), price and terms of payment

23-1028 **Agenda Date: 8/29/2023**

SUBJECT

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

City representatives: Jōvan Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen Googins

Employee Organization(s):
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #9A-Unclassified Police Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

23-277 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Proclamation of September 2023 as Community Preparedness Month

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
National Preparedness Month was launched in 2004 as part of the Federal Emergency Management Agency (FEMA) sponsored Ready Campaign in an effort to strengthen our country's preparedness capabilities. The national preparedness architecture encompasses prevention, protection, response, and recovery efforts to prepare the United States for all hazards, whether terrorist attacks or natural disasters. Since September 11, 2001, the U.S. Government has taken steps to encourage all citizens to make their own safety preparations. September was chosen as National Preparedness Month, as the tragedies of September 11, 2001, highlighted to the nation the importance of being prepared.

Since its inception, National Preparedness Month has encouraged individuals, families, and communities to take part in practicing preparedness steps, having knowledge about various emergencies that may affect them, and taking steps and getting trained in preparedness and response efforts.

DISCUSSION
National Preparedness Month falls in September each year and emphasizes the need for each community in our nation to be prepared. This year's National Preparedness Month theme is "Preparedness for Older Adults." As we return from responding to the COVID-19 pandemic, we also realize the need for everyone in the community to remain prepared for all disasters such as earthquakes, floods, and the potential for a Public Safety Power Shutoff due to wildland fires. The City of Santa Clara is committed to supporting National Preparedness Month, realizing the importance of being prepared for all hazards. For more information, visit the City of Santa Clara Emergency Preparedness website located at SantaClaraCA.gov/EmergencyPreparedness and register for Alert SCC, Santa Clara County's emergency alert and warning system. Residents are also encouraged to download the MyShake App to receive earthquake early warning notifications.

The City Council would like to recognize the month of September 2023 locally as "Community Preparedness Month" with the theme "Santa Clara Ready" to increase public awareness of the importance of emergency preparedness.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
There is no fiscal impact.

COORDINATION
This report has been coordinated with the City Attorney's Office, City Manager's Office, the Santa Clara Fire Department, the Office of Emergency Services, and the Mayor and Council 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.

Reviewed by: Ruben Torres, Fire Chief
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of September 2023 as Community Preparedness Month

Proclamation

WHEREAS, September is National Preparedness Month for all hazards: natural disasters, technological and accidental critical incidents, pandemics, and human-caused threats such as major crime and terrorism; and

WHEREAS, the City of Santa Clara wishes to support resilience in our community. Our City is susceptible to natural disasters including earthquakes, floods, and other large-scale emergencies we cannot predict; therefore, we desire to prepare our families for the unexpected; and

WHEREAS, when large scale emergencies occur, law, fire, and emergency medical services will be overwhelmed with priority calls and our City employees will serve as Disaster Service Workers as they have done during the recent pandemic; and

WHEREAS, working in partnership with our community members on the importance of emergency preparedness, we can minimize the loss of lives, injuries, and help our community return to a sense of normalcy post-emergency; and

WHEREAS, the time and effort we invest now in preparing will help us and our families navigate through and recover quickly from what may come our way at the most unexpected moment. The time to act is now, before the next disaster strikes; and

WHEREAS, there is a role for neighbors, businesses, and non-government organizations in volunteering or otherwise helping to improve our community's resilience; and

WHEREAS, the FEMA-sponsored Ready Campaign has set the overarching theme for this year's National Preparedness Month as "Preparedness for Older Adults;" and

WHEREAS, the City of Santa Clara has set the overarching local theme for this year's Community Preparedness Month as "Santa Clara Ready."

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 September 2023 as

Community Preparedness Month

in the City of Santa Clara, and in doing so, I urge all residents of the Santa Clara community to join together as we support this annual National Preparedness Month sponsored nationally by the United States Department of Homeland Security, and by taking steps to learn how we can prepare our families now.

Given under my hand and the Seal of the City of Santa Clara, California, this 29th day of August 2023.

LISA M. GILLMOR
MAYOR
City of Santa Clara

23-1042 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Proclaim August 24, 2023 as Ukrainian Independence Day

BACKGROUND
32 years ago on August 24, 1991, the Parliament of Ukraine declared itself an independent, sovereign, and democratic Ukrainian state. Ukrainian Independence Day celebrates this self-determination.

Ukrainians and Ukrainian Americans continue to make rich contributions to the cultural fabric of the Bay Area, including in the City of Santa Clara. Over 114,000 people from Ukraine live in California, including 100,000 people in the area between the Sacramento Delta and the coast of Monterey.

The City of Santa Clara recognizes Ukrainian Independence Day to affirm the City's continued support for Ukraine's sovereignty.

DISCUSSION
The City of Santa Clara will officially proclaim August 24, 2023 as Ukrainian Independence Day. Representatives from the Ukrainian National Women's League of America (UNWLA) will be present to accept the proclamation.

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

FISCAL IMPACT
There is no fiscal impact other than staff time for preparing this report.

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

Reviewed by: Fiona Kirby, Management Analyst, Mayor and Council Office
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation for Ukrainian Independence Day

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City of Santa Clara

Proclamation

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

WHEREAS, On August 24th, 1991, Ukraine achieved independence from the Soviet Union, marking a historic milestone in the Ukrainian people's journey towards freedom, democracy, and self-determination; and

WHEREAS, The Ukrainian-American community in Santa Clara has steadfastly celebrated Ukraine's Independence Day, honoring the sacrifices and resilience of their ancestors and the Ukrainian people as a whole; and

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

WHEREAS, We stand in solidarity with the Ukrainian people in their pursuit of peace, sovereignty, and territorial integrity;

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 this 24th day of August, 2023 as

Ukrainian Independence Day

in the City of Santa Clara and do hereby call upon all residents to join in commemorating this significant occasion, to honor the Ukrainian-American community, and to recognize the Ukrainian people's enduring spirit and their ongoing struggle for freedom and self-governance.

Given under my hand and the Seal of the City of Santa Clara, California, this 24th day of August 2023.

Lisa M. Gillmor

LISA M. GILLMOR
MAYOR
City of Santa Clara

23-1039 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Proclaim Beyoncé Knowles-Carter as Honorary Mayor for Ceremonial Purposes Only on August 30, 2023 and Presentation of Key to the City of Santa Clara (Ceremonial Vote)

BACKGROUND

The internationally acclaimed American singer-songwriter, actress and business entrepreneur Beyoncé Giselle Knowles-Carter has had a tremendous cultural impact as one of the most influential pop culture figures, attaining wide success with the R&B group Destiny's Child prior to breaking out on her own as a solo artist.

Beyoncé will be performing at Levi's Stadium in Santa Clara on August 30, 2023, as part of the Renaissance World Tour. Beginning with the Super Bowl 50 Halftime Show, Santa Clara and Levi's ® Stadium have been honored to host Beyonce on four occasions over two tours, including "The Formation Tour" in 2016, followed by "On the Run II Tour" with her husband Jay-Z in 2018.

Beyoncé, also known as "Queen Bey" has sold over 200 million records worldwide as one of world's best-selling artists of all time with seven studio albums, five live albums, and three compilation albums, and holds the record as the first woman to have 20 Top-10 hits on the Billboard Hot 100. She has won the most Grammy Awards in history for any artist with 32 Grammy Awards, and in addition her accolades include 26 MTV Video Music Awards, 24 NAACP Image Awards, 35 BET Awards, and 17 Soul Train Music Awards, all of which are more than any other artist in the music industry.

In addition to her accomplishments as an artist, Beyoncé is well-known for her philanthropic efforts and she has exemplified her profound dedication to numerous charitable causes. Beyoncé co-founded Survivor Foundation to help victims of Hurricane Katrina, co-founded Chime for Change, a platform designed to empower women and girls through education, health and justice, and her nonprofit BeyGOOD directs her efforts towards economic equity by championing marginalized and under-resourced programs.

Discover Santa Clara,® the official Destination Marketing Organization (DMO) has shared ideas and interest with the City for the opportunity to commemorate the tour, which benefits the City of Santa Clara and showcases the City's support for the arts and entertainment.

Several other jurisdictions hosting the Renaissance World Tour have also celebrated Beyoncé's many accomplishments including: Atlanta, Minneapolis, the state of Minnesota, and the state of Maryland.

By designating August 30 as a day in Santa Clara to honor Beyoncé and the Renaissance World Tour, we aim to celebrate and recognize Beyoncé's significant contributions as an artist, entrepreneur

and philanthropist. The City of Santa Clara will proclaim Beyoncé Knowles-Carter as honorary Mayor on Wednesday, August 30, 2023 and present her with a key to the City of Santa Clara in recognition and appreciation for her service to communities and people throughout the world.

DISCUSSION

At the August 29, 2023 City Council meeting, the City Council will proclaim Beyoncé Giselle Knowles-Carter as Honorary Mayor for ceremonial purposes on August 30, 2023 and confer a key to the City of Santa Clara.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

COORDINATION

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

Reviewed by: Maria Le, Assistant to the City Manager, Mayor and Council Office
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Beyonce Proclamation

City of Santa Clara

Proclamation

WHEREAS, American singer-songwriter, actress and business entrepreneur Beyoncé Giselle Knowles-Carter has had a tremendous cultural impact as one of the most influential pop culture figures, and attaining wide success with the R&B group Destiny's Child, Beyoncé broke out on her own as a solo artist; and

WHEREAS, Beyoncé, also known as "Queen Bey" has sold over 200 million records worldwide as one of world's best-selling artists of all time with seven studio albums, five live albums, and three compilation albums, and holds the record as the first woman to have 20 Top-10 hits on the Billboard Hot 100; and

WHEREAS, Beyoncé has won the most Grammy Awards in history for any artist with 32 Grammy Awards, and in addition her accolades include 26 MTV Video Music Awards, 24 NAACP Image Awards, 35 BET Awards, and 17 Soul Train Music Awards, all of which are more than any other artist in the music industry: and

WHEREAS, Beyoncé's philanthropic endeavors have exemplified her profound dedication to numerous charitable causes, and Beyoncé co-founded Survivor Foundation to help victims of Hurricane Katrina, co-founded Chime for Change, a platform designed to empower women and girls through education, health and justice, and her nonprofit BeyGOOD directs her efforts towards economic equity by championing marginalized and under-resourced programs; and

WHEREAS, The City of Santa Clara is honored to host Beyoncé Knowles-Carter for the RENAISSANCE Tour for her seventh studio album, RENAISSANCE and her first solo tour in six years; and

WHEREAS, On August 30, 2023, the City of Santa Clara is proud to welcome Beyoncé "Queen Bey" Knowles-Carter and all her fans from all over the world to celebrate the RENAISSANCE Tour further enriching our city's cultural landscape;

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the Santa Clara City Council, do hereby proclaim Beyoncé Giselle Knowles-Carter honorary Mayor for August 30, 2023 for ceremonial purposes only and present to her a Key to the City.

BEYONCÉ AS HONORARY MAYOR

To celebrate the positive local economic impact to the Santa Clara community, in recognition of her exceptional achievements, the key to the City of Santa Clara is hereby bestowed upon Beyoncé as a symbol of our City's appreciation for her contributions to the world of music, culture, and philanthropy.

Given under my hand and the Seal of the City of Santa Clara, California, this 22nd of August 2023.

LISA M. GILLMOR
MAYOR
City of Santa Clara

23-19 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

COUNCIL PILLAR
Enhance Community Engagement and Transparency

RECOMMENDATION
Note and file the Minutes of:
Parks & Recreation Commission - July 18, 2023

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

07/18/2023 **7:00 PM** **Hybrid Meeting**
Cafeteria - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

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

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

Meeting ID: 913 1666 5755

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

Chair Cox called the meeting to order at 7:01 PM.

Present 5 - Commissioner Maureen Chu, Commissioner Eversley Forte, Chair Kelly Cox, Commissioner Sajid Hai, and Commissioner Brittany Ricketts

Absent 2 - Vice Chair Dana Caldwell, and Commissioner Burt Field

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

Aye: 5 - Commissioner Chu, Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 2 - Vice Chair Caldwell, and Commissioner Field

CONSENT CALENDAR

1.A 23-733 Action on the Parks & Recreation Commission Minutes of the May 16, 2023 Meeting

Recommendation: Approve the Parks & Recreation Commission Minutes of the May 16, 2023 Meeting.

Commissioner Chu made a motion, seconded by Commissioner Forte to recommend approval of the minutes from the May 16, 2023 meeting.

Aye: 5 - Commissioner Chu, Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 2 - Vice Chair Caldwell, and Commissioner Field

PUBLIC PRESENTATIONS

John Haggerty proposed changes the Central Park pond by suggesting the large pond be changed to multiple smaller ponds and gardens in order to have fewer water foul in the park. He also referenced the Integrated Goose Management Plan.

GENERAL BUSINESS

Commissioner Field joined the meeting at 7:16 PM.

2. 23-827 Parks & Recreation Commission Election of Chair and Vice Chair

Recommendation: Nominate and select a Chairperson and Vice Chairperson for the Parks & Recreation Commission for the FY2023/24 term.

Commissioner Forte made a motion, seconded by Commissioner Chu to elect Commissioner Caldwell as Chair of Parks & Recreation Commission.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

Commissioner Forte made a motion, seconded by Commissioner Chu to elect Commissioner Hai as Vice-Chair of Parks & Recreation Commission.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

3. 23-768 Action to Initiate Public Input on the Henry Schmidt Park Playground Rehabilitation Project

Recommendation: Take action to initiate public input on the Henry Schmidt Park Playground Rehabilitation Project.

The Commission commented on the presentation and spoke to the importance of sustainable wood play elements in the playground, the need to have play apparatuses that do not overheat in the sun, particularly if the playground has limited shade.

Commissioner Chu made a motion, seconded by Commissioner Hai to take action to initiate public input on the Henry Schmidt Park Playground Rehabilitation Project.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

4. 23-855 Action to Initiate Public Input on the Warburton Park Playground Rehabilitation Project

Recommendation: Take action to initiate public input on the Warburton Park Playground Rehabilitation Project.

The Commission was pleased that the outreach will be conducted at Warburton Park during the Sunset Cinema event on July 28. Director Teixeira also explained the funding sources for park projects and the extent of public outreach conducted to maximize community input.

Commissioner Forte made a motion, seconded by Commissioner Chu to take action to initiate public input on the Warburton Park Playground Rehabilitation Project.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

5. 23-754 Receive Oral Presentation by the Golden Triangle Soccer Club (Club) President and Consider a Financial Grant in the Amount of $2,123.69 from the Wade Brummal Youth Sports Grant Program for Club Player Equipment

Recommendation: Approve a financial grant in the amount of $2,123.69 from the Wade Brummal Youth Sports Grant Program for Golden Triangle Soccer Club Player Equipment.

Commissioner Hai made a motion, seconded by Commissioner Forte to table the item to next month due to Golden Triangle's inability to attend the July Parks & Recreation Commission Meeting.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

6. 23-693 Review and Initiate Public Input on the Park Amenities & Design Standards Manual Administrative Draft

Recommendation: Review initial draft of the Park Amenities & Design Standards and solicit public Input.

The Commission provided feedback on the initial draft of the Park Amenities & Design Standards and commented on the format of as-built documents that should be provided to the City upon completion of projects.

Commissioner Chu made a motion, seconded by Commissioner Hai to review the initial draft of the Park Amenities & Design Standards and solicit public Input.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

7. 23-735 Parks & Recreation Commission Work Plan Goals for FY2022/23

Recommendation: Report on activities and efforts in support of the Commission's Work Plan Goals for FY 2022/23.

Work Plan Goals:
A: 1) Review park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources;
Subcommittee: Vice Chair Caldwell, Commissioner Field, and Chair Cox.
Status as of 07/18/2023: Commissioner Chu advised the Commission that there are a lot of public input during the Council Meeting regarding ISC. Waiting for the Forensic Study.

B: 1) Review and solicit community input on the existing City park rehabilitation projects based on the current Capital Improvement Program (CIP) Budget and schedule; and 2) Review residential developer proposed schematic designs for new neighborhood parks that serve new residential development;
Subcommittee: Commissioner Chu and Commissioner Hai.
Status as of 07/18/2023: *Working on the landing page with IT, QR code pending. No further update at this time*.

C: 1) Host and develop recommendations for the annual Santa Clara Art & Wine Festival 2023; and 2) participate in Citywide Special events
Subcommittee: Chair Cox, Commissioner Field and Commissioner Forte.
Status as of 07/18/2023: Manager Castro reported that merchandise for sale will be a commemorative wine glass, purchase optional for collectors. Beer and wine will be served in disposable and compostable cup. Commissioners have a choice of volunteering at the merchandise, information, or entertainment support booth.

D: 1) Partner with at least one other City commission to build on/expand at least one existing Parks & Recreation event by adding one extra element for patrons to interact with during the event.
Subcommittee: Commissioner Forte and Commissioner Ricketts.
Status as of 07/18/2023: *No update at this time.*

STAFF REPORT

Director Teixeira informed the Commission about the newly appointed Commissioner, Vikas Gupta. Director Teixeira also announced his retirement as of September 29, 2023 after almost 15 years with the City and 28 years of combined service with other cities; 13 years with non-profit, faith-based, and youth and young adult ministries. A national search will be done for the new Parks & Recreation Director. The Director introduced Park Managers Lupe Fuentes and Doug Abernethy. Lupe Fuentes is acting as the Cemetery Operations lead since Phil Orr's retirement.

Recreation Manager Castro reported on the additional Senior Center Hours as follows:
Facility & Fitness Center, Monday & Wednesday until 7 pm; Saturday, 8 am - 12 pm; Natatorium, open 6 days per week. The Park Projects page has the links to the online survey for Henry Schmidt Park and Warburton Park. Upcoming events: Concerts in the Park at Central Park, Street Dance, and Sunset Cinema.

Park Manager Abernethy reported that Montague Playground is now open, and the Department continues to work with contractors to finish the Montague Park building. Eddie Souza building has been completely repaired and is open.

Park Manager Fuentes reported that the Parks Division now has 37 staff who are Certified Pool Operators. Magical Bridge All-Inclusive Playground construction continues, as scheduled. The City had a successful Fourth of July event in collaboration with other city departments. For the Art & Wine Festival, the Parks Division will replenish the mulch layer throughout Central Park. **Director Teixeira** shared that Park Manager Fuentes monitors all certifications for the Department.

COMMISSIONERS REPORT

Commissioner Chu: Attended the Fourth of July event. She has had inquiries about fireworks recently. She is looking forward to the Art & Wine Festival. She also asked about how vendors are selected since there is a lot of interest from the community. **Manager Castro** stated that the information is available online.

Chair Cox: Attended the Fourth of July event. Asked about After-Party Event for Art & Wine Festival on Saturday, September 16, 2023. Suggested an agenda item for next month in relation to the end of Commissioner Field's tenure with Parks & Recreation Commission.

Commissioner Field: Learned a lot during his tenure in the Commission. If help is needed for Art & Wine, he would be happy to help.

Commissioner Forte: Attended the Fourth of July event and all the Concerts in the Park series in Central Park and Live Oak Park.

Commissioner Hai: Went to Lake Berryessa (Napa, CA) and commented that it is so beautiful.

Commissioner Ricketts: Attended Fourth of July event, and said it was awesome and fun. She is looking forward to other events to dance the night away. The Wade Brummal subcommittee will meet tomorrow (July 19).

ADJOURNMENT

A motion was made by Commissioner Chu, seconded by Commissioner Hai to adjourn the Parks & Recreation Commission Meeting at 9:32 PM until the next Regular Meeting at 7:00 PM on Tuesday, August 15, 2023.

Aye: 6 - Commissioner Chu, Commissioner Field , Commissioner Forte, Chair Cox, Commissioner Hai, and Commissioner Ricketts

Excused: 1 - Vice Chair Caldwell

MEETING DISCLOSURES

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

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

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

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

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

23-822 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action on Monthly Financial Status Report for May 2023 and Monthly Investment Reports for May and June 2023 and Approve Related Budget Amendment

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report for May 2023 and monthly investment reports for May 2023 and June 2023 are submitted for your information. The financial reviews as of May 31, 2023 provide a year-to-date financial update to the City Council for fiscal year 2022/23. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Adopted Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Report provides the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summary for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the report.

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

DISCUSSION

Monthly Financial Status Report (Attachment 1)
The attached reports summarize the City's financial performance as of May 31, 2023 (Attachment 1). Financial analysis for these reports is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues at 91.1% of the budget through May 2023. General Fund revenues are currently tracking to end the year above the budgeted estimate due to strong performance in a number of categories, including transient occupancy tax, sales tax, use of money and property, transfers from City utilities, and miscellaneous revenues.

As shown in Attachment 1, General Fund departmental expenditures were at 84% of budget through

May 2023. This reflects savings from vacant positions as well as savings generated from cost-control measures. Expenditures are expected to end the year below budget.

As shown in Attachment 1, total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 89.3% of the budget through May 31, 2023, while total expenses were at 86.1%.

In the month of May, donations of $3,500 were received, leaving the total donations at $39,155.

There continues to be uncertainty regarding the national economic outlook. Given this level of uncertainty, the December 2022, March 2023 and June 2023 UCLA Anderson Forecasts presented a two-scenario approach: recession scenario and no recession scenario. In its August 2023 forecast, The Conference Board predicts a short and shallow recession with a contraction in the fourth quarter 2023 and the first quarter 2024. In that forecast, The Conference Board acknowledges that the likelihood of a 'soft landing' is rising but still believes that the very short and shallow recession is the more likely scenario.

On a national level, the unemployment rate changed little from 3.7% in May 2023 to 3.6% in June 2023. The unemployment rate has ranged from 3.4% to 3.7% since March 2022, which is in line with the pre-pandemic unemployment rate of 3.5%. In June, the number of unemployed persons increased slightly to 6.0 million, which is marginally higher than the pre-pandemic level of 5.7 million. In the "advance" estimate for the second quarter 2023, the Gross Domestic Product (GDP) increased at an annual rate of 2.4%, following a GDP increase of 2.0% in the first quarter 2023.

The California unemployment rate increased slightly from 4.5% in May 2023 to 4.6% in June 2023 and was up from 3.9% in June 2022. Between June 2022 and June 2023, total nonfarm jobs in California increased by 397,400 jobs (a 2.2% increase). The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.7% in June 2023, up from a revised 3.3% in May 2023, and above the June 2022 level of 2.7% and the February 2020 pre-pandemic level of 2.6%. Between June 2022 and June 2023, employment in this region increased by 32,900 jobs, or 2.8%.

Staff will bring forward an analysis of the General Fund revenues and expenditures and the City's overall financial performance through June 30, 2023 at a later date as part of the Budgetary Year-End Report.

Monthly Investment Report (Attachments 2 and 3)

All securities held by the City of Santa Clara as of May 31 and June 30, 2023 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for May and June 2023 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years form the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable securities portfolio return of 2.12% in May and 2.16% in June.

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ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. Attachment 4 includes a recommended budget action in the Vehicle Replacement Fund to increase the appropriation for vehicle purchases to account for cost increases and an action in the Electric Utility Capital Fund to increase the Transmission System Reinforcement project for an easement acquisition associated with the South Loop.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the Monthly Financial Status Report for May 2023 and Monthly Investment Reports for May and June 2023 as presented and Approve the Related Budget Amendment **(five affirmative Council votes required for the use of unused balances)**.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Monthly Financial Status Report - May 2023
2. Monthly Investment Report - May 2023
3. Monthly Investment Report - June 2023
4. FY 2023/24 Budget Amendments

City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

May 2023

City of Santa Clara

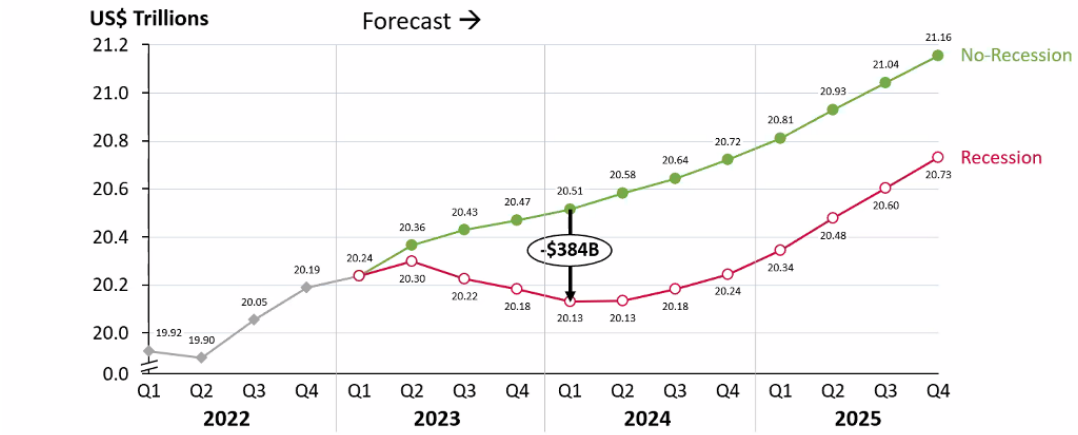
Financial Status Report as of May 31, 2023

This report summarizes the City's financial performance for the month ended May 31, 2023. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

Economic Overview

Economic indicators are mixed, and there continues to be uncertainty regarding the economic outlook. Given this level of uncertainty, the December 2022, March 2023 and June 2023 UCLA Anderson Forecasts presented a two-scenario approach: recession scenario and no recession scenario. The recession scenario predicts a recession occurring at the end of 2023, where "inflation would have continued to come down too slowly if not for the continued Federal Reserve rate hikes. In this scenario, the Federal Reserve forces a mild recession and accepts an economic contraction and higher unemployment to combat inflation." In the no recession scenario, "economic growth slows but remains positive, inflation ebbs, labor markets slacken mildly, just enough to quell wage inflation, and the Federal Reserve eases its approach to monetary policy tightening".[1]

Real GDP Levels, US$ Trillions, Chained 2012 Prices, Seasonally Adjusted Rates



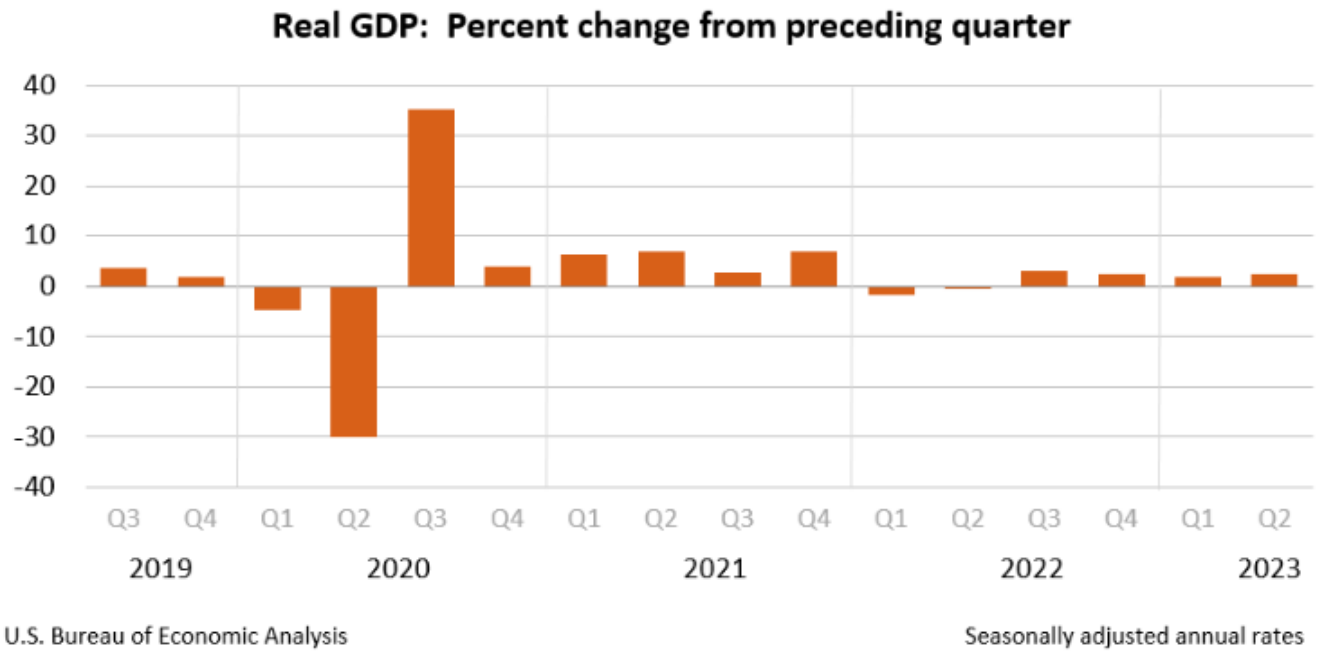
Source: UCLA Anderson Forecast and U.S. Bureau of Economic Analysis

In its August 2023 forecast, The Conference Board predicts a short and shallow recession with a contraction in the fourth quarter 2023 and the first quarter 2024. "This outlook is associated with numerous factors, including, elevated inflation, high interest rates, dissipating pandemic savings, lower government spending, and the resumption of mandatory student loan repayments". Factors that positively impacted the forecast were stronger than anticipated real GDP growth, monthly personal consumption expenditure growth, and improvements in consumer confidence. In its recession/no

[1] UCLA Anderson Forecast, June 2023, "The More Things Change the More They Stay the Same: Recession or No Recession is Still the Question"

recession assessment, it acknowledges "that the likelihood of a 'soft landing' for the economy is rising, but we continue to believe that a very short and shallow recession in the more likely scenario."[2]

In the "advance" estimate for the second quarter 2023, the Gross Domestic Product (GDP) increased at an annual rate of 2.4%, following a GDP increase of 2.0% in the first quarter 2023. Based on early data, the GDP increase in the second quarter reflects "increases in consumer spending, nonresidential fixed investment, state and local government spending, private inventory investment, and federal government spending that were partially offset by decreases in exports and residential fixed investment".[3] The "second" estimate for the second quarter, based on more complete data, will be released on August 30, 2023.



On a national level, the unemployment rate changed little from 3.7% in May 2023 to 3.6% in June 2023. The unemployment rate has ranged from 3.4% to 3.7% since March 2022, which is in line with the pre-pandemic unemployment rate of 3.5%. In June, the number of unemployed persons increased slightly to 6.0 million, which is marginally higher than the pre-pandemic level of 5.7 million.[4]

[2] https://www.conference-board.org/research/us-forecast

[3] https://www.bea.gov/news/2023/gross-domestic-product-second-quarter-2023-advance-estimate

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

Chart 1. Unemployment rate, seasonally adjusted, June 2021 – June 2023

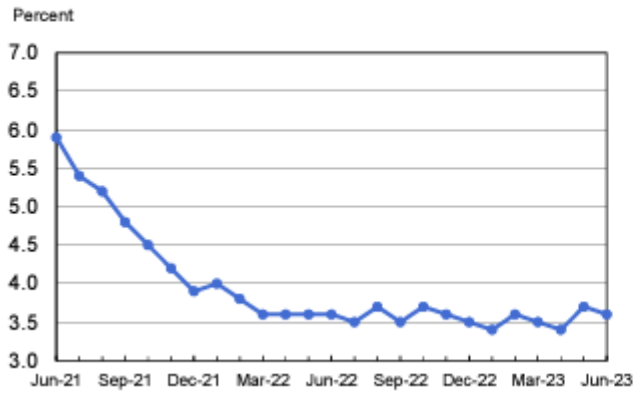
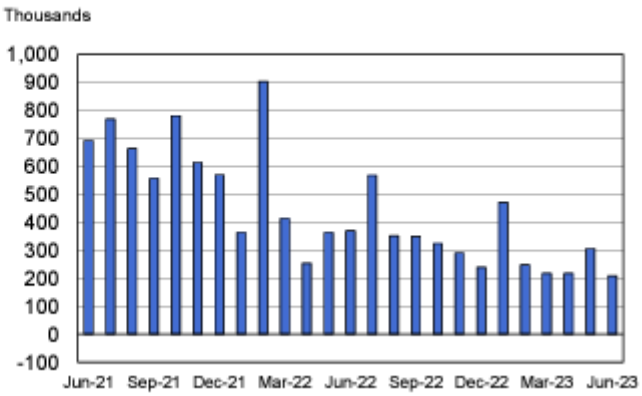


Chart 2. Nonfarm payroll employment over-the-month change, seasonally adjusted, June 2021 – June 2023



The California unemployment rate increased slightly from 4.5% in May 2023 to 4.6% in June 2023 and was up from 3.9% in June 2022. Between June 2022 and June 2023, total nonfarm jobs in California increased by 397,400 jobs (a 2.2% increase), with the largest increases in private educational and health services (up 167,300 jobs), leisure and hospitality (up 120,100 jobs), professional and business services (up 49,000), and government (up 43,400).[5]

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.7% in June 2023, up from a revised 3.3% in May 2023, and above the June 2022 level of 2.7% and the February 2020 pre-pandemic level of 2.6%. Between June 2022 and June 2023, employment in this region increased by 32,900 jobs, or 2.8%. The largest increases were in private educational and health services (up 12,200 jobs), leisure and hospitality (up 11,800 jobs), and professional and business services (up by 3,400 jobs).[6]

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2022/23 was $272.4 million. The amended budget for revenues and expenditures was adjusted to $301.5 million to reflect various budget amendments approved by the City Council through May 2023.

General Fund revenues are tracking to end the year above the budgeted level due to strong performance in several categories as discussed below. Departmental expenditures are projected to end the year below budget as departments continue to experience vacancies and control expenditures through various cost control measures.

[5] https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-june-2023/
[6] https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

General Fund Revenues

As of May 31, 2023, $228.7 million, or 91.1% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of $50.6 million have occurred as budgeted. Revenue collections are tracking to end the year above budget and are higher when compared to collections last fiscal year.

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

	FISCAL YEAR 2022/23				PY REVENUE COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 05/31/2023	Percentage Received	Actual Through 05/31/2022	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 60,173,000	$ 60,173,000	$ 48,295,862	80.26%	$ 43,166,427	$ 5,129,435	11.88%
Property Tax	75,261,000	84,125,000	73,165,896	86.97%	61,231,446	11,934,450	19.49%
Transient Occupancy Tax	12,600,000	12,600,000	14,035,693	111.39%	6,265,731	7,769,962	124.01%
Other Taxes	6,260,000	6,260,000	5,474,030	87.44%	5,664,326	(190,296)	-3.36%
Total Taxes	**154,294,000**	**163,158,000**	**140,971,481**	**86.40%**	**116,327,930**	**24,643,551**	**21.18%**
LICENSES & PERMITS							
Business Licenses	900,000	900,000	778,260	86.47%	752,875	25,385	3.37%
Fire Operation Permits	2,100,000	2,100,000	1,774,577	84.50%	1,727,810	46,767	2.71%
Miscellaneous Permits	72,000	72,000	40,719	56.55%	74,716	(33,997)	-45.50%
Total Licenses & Permits	**3,072,000**	**3,072,000**	**2,593,556**	**84.43%**	**2,555,401**	**38,155**	**1.49%**
FINES & PENALTIES	**1,465,000**	**1,615,000**	**968,713**	**59.98%**	**356,703**	**612,010**	**171.57%**
INTERGOVERNMENTAL	**310,000**	**891,638**	**1,168,229**	**131.02%**	**2,840,893**	**(1,672,664)**	**-58.88%**
CHARGES FOR SERVICES	**31,258,098**	**31,543,491**	**29,930,716**	**94.89%**	**28,017,221**	**1,913,496**	**6.83%**
TRANSFER FROM CITY UTILITIES	**26,170,000**	**26,170,000**	**26,256,896**	**100.33%**	**23,625,595**	**2,631,301**	**11.14%**
USE OF MONEY & PROPERTY							
Interest	2,532,000	2,532,000	2,589,403	102.27%	1,565,380	1,024,023	65.42%
Rent	10,584,266	10,584,266	10,710,726	101.19%	8,906,545	1,804,181	20.26%
Total Use of Money & Property	**13,116,266**	**13,116,266**	**13,300,129**	**101.40%**	**10,471,925**	**2,828,204**	**27.01%**
MISCELLANEOUS REVENUES	**150,000**	**215,761**	**2,841,514**	**1316.97%**	**644,555**	**2,196,959**	**340.85%**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	25,812,244	36,719,079	36,719,079	100.00%	32,758,819	3,960,260	12.09%
Operating Transfer In - Fund Balances[(2)]	4,484,726	4,484,726	4,484,726	100.00%	4,817,658	(332,933)	-6.91%
Operating Transfer In - Miscellaneous	2,127,374	7,968,589	7,968,589	100.00%	5,651,151	2,317,438	41.01%
Total Other Financing Sources	**33,878,344**	**50,626,394**	**50,626,394**	**100.00%**	**44,681,628**	**5,944,765**	**13.30%**
STADIUM OPERATION							
Charges for Services	7,889,147	10,339,147	9,967,090	96.40%	2,463,515	7,503,575	304.59%
Rent and Licensing	752,500	752,500	710,000	94.35%	297,359	412,641	138.77%
Total Stadium Operation	**8,641,647**	**11,091,647**	**10,677,090**	**96.26%**	**2,760,874**	**7,916,216**	**286.73%**
TOTAL GENERAL FUND	**$ 272,355,355**	**$ 301,500,197**	**$ 279,334,718**	**92.65%**	**$ 232,282,725**	**$ 47,051,994**	**20.26%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2022 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of May 31, 2023, approximately $48.3 million has been collected. This reflects an increase of $5.1 million when compared to collections through the same period last fiscal year. In this fiscal year, sales tax receipts increased 15.7% in the first quarter, 2.4% in the second quarter, and 20.2% in the third quarter when compared to the same quarters last fiscal year. In the third quarter, growth was experienced in all local business sectors: business-to-business up 12.7%; general retail up 1.1%, transportation up 9.6%, construction up 23.6%, and food products up 28.2%. Based on the strong performance in the third quarter, receipts are now expected to exceed the budgeted estimate of $59.4 million. For instance, if growth of 3% is realized in the last quarter, sales tax collection will exceed the budget by approximately $2 million. Internet sales represents a sizeable amount of the City's sales tax revenue. The County pool, which includes internet sales, accounts for approximately 20% of the sales tax the City receives.

Property Tax: Through May, 87% of the property tax budgeted estimate has been received, and revenues are expected to meet the budgeted estimate by year end. A budget amendment was approved on May 23, 2023 (RTC 23-337) as part of the February/March Monthly Financial Report to increase the revenue estimate from $75.3 million to $84.1 million based on the latest estimate from the County of Santa Clara. This collection level is well above the prior year collections of $74.6 million. This reflects strong growth in the secured, supplemental, and unsecured property tax categories. Property tax collections of $1.65 million have been set aside in a new Property Tax Excess Education Augmentation Revenue Fund (ERAF) Reserve to address potential legal challenges associated with these funds. In FY 2022/23, an estimated $5.5 million is projected from excess ERAF distributions (under Proposition 98, a portion of property tax receipts have been allocated to the ERAF beginning in 1992, and once there are sufficient funds in ERAF to fulfill the obligation to the school districts, excess funds are returned to the taxing entities that contributed the funding). The California School Boards Association has filed a lawsuit against the Controller of the State of California on the disbursement of the excess ERAF funds. Given this lawsuit, the County of Santa Clara has estimated that approximately 30% of the excess ERAF distribution is at risk (estimated $1.65 million in FY 2022/23).

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's TOT rate is 11.5%. Through May 31, 2023, $14.0 million has been received, which is significantly higher than receipts through the same period last fiscal year of $6.3 million. While businesses continue to recover from COVID-19 impacts, activity has not yet reached pre-pandemic levels. TOT receipts through May are tracking close to pre-pandemic levels; however, this is due in part to the TOT rate increase that went into effect in January 2022. TOT receipts are expected to end the year at approximately $19 - $20 million, exceeding the budgeted estimate of $12.6 million.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected $5.5 million through May, which is slightly lower than prior year collection levels. This reflects lower collections in the documentary transfer tax category that are partially offset by higher collections in the franchise tax category. While receipts are tracking slightly below last year, collections are projected to meet the budgeted estimate of $6.3 million.

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing, and mechanical permits are budgeted in the Building Development Services Fund, which is reflected in the Special Revenue section of this report. Licenses and permits revenue collections are tracking below par with receipts totaling $2.6 million, or 84.4% of the budget of $3.1 million, through May. This collection level is consistent with the prior fiscal year collection level. Based on current collections trends, revenues in this category are tracking to end the year below the budgeted estimate. Please note that the amended budget has been revised downward from the prior Monthly Financial Report to reflect a correction in the classification of a $258,000 revenue adjustment for Fire Construction Permits to the Charges for Services revenue category.

Fines & Penalties: Includes vehicle, parking, court fines, library fines, and miscellaneous penalty fines. The revenue of approximately $1.0 million collected through May is tracking to end the year below the budgeted estimate of $1.6 million largely due to the lower traffic and vehicle code fines. Collections in this category are tracking well above the prior year due to the resumption of the assessment of late fees that had been waived during COVID-19.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, fire mutual aid, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through May, $1.2 million has been received, which is lower than the prior year collection level but above the budgeted estimate of $0.9 million. The fire mutual aid revenue and department budget adjustments totaling $0.6 million, approved as part of the January 2023 and February/March 2023 Monthly Financial Reports, are reflected.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through May, collections are tracking within the budgeted estimate at $29.9 million, or 94.9% of the budget. This reflects a 6.8% increase compared to last year's collections through the same period of $28.0 million. This increase is a result of higher collections for parks and recreation fees, the technology fee, fire construction permits, and fire EMS fees.

Transfer from City Utilities: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. As of May 31, 2023, $26.3 million has been received. Transfers throughout the year are based on the budgeted estimate and will be trued up at the end of the fiscal year based on actual performance.

Use of Money & Property: Includes realized interest income and rental income. Interest income and rent revenue collections totaled $13.3 million, exceeding the budgeted estimate of $13.1 million. These collections are higher than collections through last fiscal year of $10.5 million. The increase in the interest income reflects the higher investment yield, while rents are higher primarily due to the collections for the Commerce Plaza and Hyatt Regency at 5101 Great America properties.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through May 31, 2023, collections of $2.8 million are higher than collections through the same period last fiscal year of $0.6 million. This increase is primarily attributable to the $2.32 million settlement between the City, the Santa Clara Stadium Authority, and the Forty-Niners SC Stadium Company LLC and Forty Niners Stadium Management Company LLC (collectively, the Forty-Niners). Of this settlement amount, $1.67 million was received in September 2022, while the remaining $0.65 million was received in March 2023.

Stadium Operation: As of May 31, 2023, charges for services collected through the Stadium totaled $10.7 million, which is above par for this time of year. This is significantly higher than collections through the same period last year resulting from the reopening of Stadium for events and two additional NFL playoff games held at the Stadium. The amended budget also reflects $2.4 million in adjustments as part of the January 2023 and February/March 2023 Monthly Financial Reports approved on March 21, 2023 and May 23, 2023, respectively, to account for the higher activity level.

General Fund Expenditures

As of May 31, 2023, $257.2 million or 85.3% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund are tracking below budgeted levels through May. Departmental expenditures totaled $221.3 million, or 84% of the budget, which is below the par level of 91.7% of the budget. This reflects savings from vacant positions as well as savings generated from cost-control measures that were implemented in FY 2019/20. Expenditures are expected to end the year below budget.

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

	FISCAL YEAR 2022/23				PY EXPENDITURES COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 05/31/2023	Percentage Used	Actual Through 05/31/2022	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 7,514,334	$ 7,821,394	$ 3,932,223	50.28%	$ 3,740,875	$ 191,348	5.12%
City Council	861,105	862,396	609,936	70.73%	719,358	(109,422)	-15.21%
City Clerk	2,076,112	2,093,661	1,773,324	84.70%	1,206,163	567,161	47.02%
City Manager	6,085,321	6,292,428	4,627,658	73.54%	4,503,148	124,510	2.76%
City Attorney	3,202,735	3,690,974	2,973,565	80.56%	2,224,952	748,613	33.65%
Human Resources	4,508,710	4,828,451	3,315,156	68.66%	3,361,205	(46,049)	-1.37%
Finance	19,045,131	20,272,300	16,416,860	80.98%	14,655,473	1,761,387	12.02%
Total General Government	**43,293,448**	**45,861,604**	**33,648,722**	**73.37%**	**30,411,174**	**3,237,548**	**10.65%**
PUBLIC WORKS	**24,021,840**	**25,092,840**	**20,282,529**	**80.83%**	**20,173,587**	**108,942**	**0.54%**
COMMUNITY DEVELOPMENT	**5,398,007**	**5,665,420**	**4,186,097**	**73.89%**	**4,221,200**	**(35,103)**	**-0.83%**
PARKS AND RECREATION	**21,695,302**	**22,268,627**	**18,167,045**	**81.58%**	**16,533,474**	**1,633,571**	**9.88%**
PUBLIC SAFETY							
Fire	62,298,852	66,599,007	61,408,676	92.21%	43,414,806	17,993,870	41.45%
Police	84,615,023	85,779,549	74,148,942	86.44%	53,147,505	21,001,437	39.52%
Total Public Safety	**146,913,875**	**152,378,556**	**135,557,618**	**88.96%**	**96,562,311**	**38,995,307**	**40.38%**
LIBRARY	**11,889,451**	**12,277,870**	**9,449,185**	**76.96%**	**8,124,638**	**1,324,547**	**16.30%**
DEPARTMENTAL TOTAL	**253,211,923**	**263,544,917**	**221,291,196**	**83.97%**	**176,026,383**	**45,264,813**	**25.71%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	38,809	64,933	64,933	100.00%	24,665,526	(24,600,593)	-99.74%
Operating Transfer Out - Debt Services	1,402,275	1,402,275	1,402,275	100.00%	2,501,439	(1,099,164)	-43.94%
Operating Transfer Out - Maintenance Dtrct	842,700	842,700	842,700	100.00%	771,349	71,351	9.25%
Operating Transfer Out - Cemetery	870,000	870,000	870,000	100.00%	850,000	20,000	2.35%
Operating Transfer Out - CIP	8,625,501	8,886,818	8,886,818	100.00%	11,773,925	(2,887,107)	-24.52%
Operating Transfer Out - Reserves	-	16,058,886	16,058,886	100.00%	3,511,009	12,547,877	357.39%
Total Other Financing Uses	**11,779,285**	**28,125,612**	**28,125,612**	**100.00%**	**44,073,248**	**(15,947,636)**	**-36.18%**
STADIUM OPERATION	**7,364,147**	**9,829,668**	**7,740,057**	**78.74%**	**5,874,848**	**1,865,209**	**31.75%**
TOTAL GENERAL FUND	**$ 272,355,355**	**$ 301,500,197**	**$ 257,156,865**	**85.29%**	**$ 225,974,479**	**$ 31,182,386**	**13.80%**

General Fund Expenditures

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

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. As of May 31, 2023, expenditures totaled $3.9 million, or 50.3% of the budget. These expenditures are tracking below budget but are higher than the prior year levels, primarily as a result of higher expenditures in the contractual services as well as salaries and benefits categories. Non-Departmental includes $1.8 million for separation payouts; these funds are transferred to departments as necessary to address these costs. Budget actions were approved on June 27, 2023 as part of the April 2023 Monthly Financial Report to allocate a portion of these funds to the Fire Department to cover the separation payouts in that department. This action is not yet reflected.

City Attorney: Through May, actual expenditures totaled approximately $3.0 million, which is below expected levels at 80.6% of the budget. Spending is 33.7% above the total expenditures through the same time last fiscal year due to higher costs for contractual legal services and salaries and benefits.

City Clerk: Through May, actual expenditures were tracking above budget at $1.8 million or approximately 84.7% of the budget. This reflects a 47% increase in spending compared to prior year spend levels; however, is still within budgeted levels. This is a result of one-time special election costs, higher salaries and benefits costs, and Granicus costs that are paid every other year.

City Council: Through May 31, 2023, expenditures were at 70.7% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending decrease of approximately 15.2%, which is primarily the result of savings due to vacancies within the department.

City Manager: Expenditures through May totaled $4.6 million, or 73.5% of the budget, which is below par for this time of the year. Expenditures are 2.8% higher compared with the spending level through the same period last fiscal year. This increase reflects higher property management maintenance costs and as-needed spending. This increase is partially offset by lower spending in salaries and benefits and advertising.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. The Building division of this department is reflected in the Building Development Services Fund, which falls under the special revenue section of this report. Through May, General Fund expenditures for the Planning and Housing and Community Services divisions totaled $4.2 million, or 73.9% of budget, which is below the par level of 91.7%. Expenditures were slightly below the spending through the same period last fiscal year due to lower contractual services expenses.

Finance Department: Through May, the Department's expenditures totaled $16.4 million, or 81% of the budget, which is below par. This expenditure level was approximately 12% higher than the prior year primarily as a result of higher salaries and benefits costs.

Fire Department: Through May 31, 2023, expenditures totaled $61.4 million, or 92.2% of the budget, which is slightly above par. These expenditures reflect a 41.5% increase from expenditures through the

same period last fiscal year. This large increase compared to the prior year is a result of the shifting of $11.3 million of Fire's operating budget to the American Rescue Plan Act (ARPA) Fund last year on a one-time basis. As the ARPA was one-time funding, this year's tracking reflects all of the Department's expenditures. Spending is higher in the salaries and benefits, as-needed, contractual services, maintenance, and capital outlay categories. Overtime expenditures are tracking above the budget at 119%. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs. In addition, overtime costs are higher due to mutual aid efforts that will be reimbursed. The Department's budget now reflects adjustments appropriating $0.6 million for Cal OES reimbursements from the January 2023 and February/March 2023 Monthly Financial Reports. Additional budget amendments were approved as part of the April 2023 Monthly Financial Report to recognize fire-related revenue from fees and various reimbursements and allocate those funds to cover Fire Department salary, overtime and non-personnel costs and are not yet reflected.

Library Department: Through May, actual expenditures totaled $9.4 million, or 77% of the budget, which is below par, but nearly 16.3% higher than expenditure levels last fiscal year. This is a result of resuming operations which began earlier this calendar year.

Parks and Recreation Department: Through May, actual expenditures totaled approximately $18.2 million, or 81.6% of the budget, which is below par, but above the prior year actuals of $16.5 million. This is due to the department resuming activities that were previously impacted by COVID-19 restrictions.

Police Department: Expenditures through May are tracking below expected levels at $74.1 million, or 86.4% of the budget. This is approximately 39.5% higher when compared to spending levels through the same period last fiscal year. Similar to the Fire Department, this large increase compared to the prior year is a result of the shifting of $14.9 million of Police's operating budget to the American Rescue Plan Act Fund last year on a one-time basis. As this was one-time funding, this year's tracking reflects all of the Department's expenditures.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled approximately $7.7 million through May and are tracking below budgeted levels at 78.7%. This is 31.8% higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events and two additional NFL playoff games held at the Stadium. The budget incorporates adjustments totaling $2.4 million approved as part of the January 2023 and February/March 2023 Monthly Financial Reports.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of May 31, 2023. The amended budget reflects carryover encumbrances from fiscal year 2021/22 and budget amendments approved by the City Council through May 2023. Effective July 1, 2021, all Building Division revenues and expenditures are budgeted and accounted for in the Building Development Services Fund, which is included in the table below.

Revenues totaled $27.0 million, or 99.4% of budget, while expenditures totaled $26.8 million, or 65.3% of budget through the end of May. Overall, revenues are tracking above budget due primarily to strong performance in the Building Development Services Fee Fund which has exceeded the annual revenue estimate. Expenditures in almost all funds are tracking below the par level of 91.7%. Revenue and expenses are tracking lower in the Housing and Urban Development Fund due to less activity in the Neighborhood Conservation and Improvement Program (NCIP) and the Affordable Rental Housing program. Projects under both of these programs have been delayed due to limited staff capacity; however, they are anticipated to be completed by the end of next fiscal year.

CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

	REVENUES - FISCAL YEAR 2022/23				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 5/31/2023	Percentage received	Actual Through 5/31/2022	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 280,000	$ 277,495	$ 397,268	143.16%	$ 520,662	$ (123,394)	-23.70%
City Affordable Housing Fund	682,000	7,162,700	6,993,499	97.64%	4,483,700	2,509,799	55.98%
Housing Successor Fund	350,000	1,306,326	950,252	72.74%	6,187,165	(5,236,913)	-84.64%
Housing and Urban Development	1,810,000	3,924,461	1,049,963	26.75%	2,973,735	(1,923,772)	-64.69%
Building Development Services Fee Fund	14,112,000	14,464,458	17,580,299	121.54%	16,355,098	1,225,201	7.49%
American Rescue Plan Act Fund	-	-	-	0.00%	13,283,413	(13,283,413)	-100.00%
TOTAL	**$ 17,234,000**	**$ 27,135,440**	**$ 26,971,281**	**99.40%**	**$ 43,803,773**	**$ (16,832,492)**	**-38.43%**

	EXPENDITURES - FISCAL YEAR 2022/23				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 5/31/2023	Percentage used	Actual through 5/31/2022	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 380,363	$ 584,503	$ 183,211	31.34%	$ 139,702	$ 43,509	31.14%
City Affordable Housing Fund	1,685,731	11,499,145	6,784,743	59.00%	929,754	5,854,989	629.74%
Housing Successor Fund	1,242,599	6,049,148	5,520,836	91.27%	12,380,972	(6,860,136)	-55.41%
Housing and Urban Development	2,355,815	5,223,984	1,720,536	32.94%	3,129,428	(1,408,892)	-45.02%
Building Development Services Fee Fund	13,360,809	17,682,237	12,568,883	71.08%	9,870,363	2,698,520	27.34%
American Rescue Plan Act Fund	-	-	-	0.00%	26,231,326	(26,231,326)	-100.00%
TOTAL	**$ 19,025,317**	**$ 41,039,017**	**$ 26,778,209**	**65.25%**	**$ 52,681,545**	**$ (25,903,336)**	**-49.17%**

Governmental Capital Improvement Funds

The table below lists the revenue for selected capital improvement funds. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through May 2023. As of May 31, 2023, the capital fund revenue totaled $35.1 million. In the Parks and Recreation Capital Fund, $26.4 million has been collected, which includes $25.2 million in Mitigation Fee Act revenue. In the Streets and Highways Fund, revenues are tracking well below budget due to the timing of projects and associated reimbursements.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUES - FISCAL YEAR 2022/23				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2023	Percentage Used
Parks & Recreation	$ 24,277,760	$ 3,301,620	$ 27,579,380	$ 26,353,723	95.56%
Streets & Highways	6,634,174	15,921,680	22,555,854	2,992,842	13.27%
Storm Drain	1,454,000	-	1,454,000	1,326,849	91.26%
Public Buildings	-	100,000	100,000	100,000	100.00%
City Affordable Housing Capital	-	-	-	630,142	NA
Related Santa Clara Developer	2,968,317	1,118,024	4,086,341	1,277,059	31.25%
Patrick Henry Drive Infrastructure Improvement Fund	-	-	-	-	NA
Tasman East Specific Infrastructure Improvement Fund	2,413,605	-	2,413,605	2,419,501	100.24%
TOTAL	**$ 37,747,856**	**$ 20,441,324**	**$ 58,189,180**	**$ 35,100,116**	**60.32%**

The table below lists the total amended budgeted amounts for expenditures in the Capital Improvement Funds. Similar to the revenue table, the amended expenditure budgets consist of current year appropriations, prior year carryover encumbrance balances in Governmental Capital Improvement Funds, and budget amendments approved through May 2023. As of May 31, 2023, capital fund expenditures totaled $34.0 million, or 21.5% of the amended budget.

As part of the adoption of the FY 2022/23 and FY 2023/24 capital improvement program budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2022. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-End Report for FY 2021/22 approved on December 6, 2022. These adjustments are reflected in the table below.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

	EXPENDITURES - FISCAL YEAR 2022/23				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2023	Percentage Used
Parks & Recreation	$ 20,631,295	$ 20,913,971	$ 41,545,266	$ 8,070,274	19.43%
Streets & Highways	28,126,833	53,175,624	81,302,457	15,950,657	19.62%
Storm Drain	5,181,209	2,745,531	7,926,740	3,122,031	39.39%
Fire	1,580,091	395,077	1,975,168	554,609	28.08%
Library	355,811	35,747	391,558	89,717	22.91%
Public Buildings	4,638,636	2,439,492	7,078,128	697,080	9.85%
General Gov't - Other	3,687,314	6,158,460	9,845,774	1,801,313	18.30%
City Affordable Housing Capital	-	1,600,000	1,600,000	-	0.00%
Related Santa Clara Developer	3,566,699	-	3,566,699	1,862,544	52.22%
Patrick Henry Drive Infrastructure Improvement Fund	69,205	-	69,205	69,205	100.00%
Tasman East Specific Infrastructure Improvement Fund	3,221,395	-	3,221,395	1,798,250	55.82%
TOTAL	**$ 71,058,488**	**$ 87,463,902**	**$ 158,522,390**	**$ 34,015,680**	**21.46%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of May 31, 2023.

CITY OF SANTA CLARA
ENTERPRISE OPERATING FUNDS
REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

	REVENUES - FISCAL YEAR 2022/23				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 5/31/2023	Percentage received	Actual Through 5/31/2022	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 615,818,445	$ 629,425,236	$ 559,557,084	88.90%	$ 474,939,962	$ 84,617,122	17.82%
Water Utility Fund	48,358,520	48,358,520	42,856,980	88.62%	43,862,224	(1,005,244)	-2.29%
Sewer Utility Fund	40,459,345	40,459,345	40,678,022	100.54%	47,838,824	(7,160,802)	-14.97%
Cemetery Fund	600,000	600,000	611,942	101.99%	688,424	(76,482)	-11.11%
Solid Waste Utility Fund	37,245,092	37,245,092	31,386,355	84.27%	29,418,589	1,967,766	6.69%
Water Recycling Fund	5,708,446	5,708,446	5,197,415	91.05%	5,324,939	(127,524)	-2.39%
TOTAL REVENUE	**$ 748,189,848**	**$ 761,796,639**	**$ 680,287,798**	**89.30%**	**$ 602,072,962**	**$ 78,214,836**	**12.99%**

	EXPENSES - FISCAL YEAR 2022/23				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 5/31/2023	Percentage Used	Actual through 5/31/2022	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 603,681,580	$ 606,557,830	$ 528,149,158	87.07%	$ 452,143,455	$ 76,005,703	16.81%
Water Utility Fund	46,797,065	48,768,438	40,533,838	83.11%	37,061,187	3,472,651	9.37%
Sewer Utility Fund	30,825,023	33,220,466	29,802,459	89.71%	27,949,605	1,852,854	6.63%
Cemetery Fund	1,539,796	1,545,944	1,371,277	88.70%	1,277,348	93,929	7.35%
Solid Waste Utility Fund	36,626,118	40,169,992	28,962,392	72.10%	27,412,248	1,550,144	5.65%
Water Recycling Fund	5,729,413	7,489,135	6,387,757	85.29%	4,756,485	1,631,272	34.30%
TOTAL - Operating Appropriations	**$ 725,198,995**	**$ 737,751,805**	**$ 635,206,881**	**86.10%**	**$ 550,600,328**	**$ 84,606,553**	**15.37%**

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds.

Expenditures in the Electric Utility Fund are tracking to end the year above the budget due to higher power purchase and production costs which are driven by the extreme spikes in natural gas prices. It is anticipated that higher revenues will partially offset these higher costs with the remainder addressed with the use of fund balance. Budget balancing amendments were approved as part of the April 2023 Monthly Financial Report but are not yet reflected here.

In the Cemetery Fund, revenue is tracking below the prior year due to lower sales, while the decrease in Sewer revenue reflects the amount of reimbursements received from the City of San José related to the co-owned Regional Wastewater Facility. Expenditures are tracking higher in the Water Recycling

Fund and Water Utility Fund as a result of higher spending in the resources category. A budget adjustment in the Water Recycling Fund was approved as part of the February/ March 2023 Monthly Financial Report to account for the significantly higher spend in the resource category; this adjustment is reflected in the table.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds are detailed in the tables below. Actual revenue through May 31, 2023 totaled $42.6 million, consisting primarily of developer contributions in the Electric Utility Fund. Enterprise capital fund expenses totaled $62.2 million, or 22.4% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2022/23 and FY 2023/24 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures were approved as part of the Budgetary Year-End Report for FY 2021/22 on December 6, 2022 and are reflected below.

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUES - FISCAL YEAR 2022/23				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2023	Percentage Used
Electric Utility Fund	$ 40,950,870	$ 14,554,461	$ 55,505,331	$ 30,772,137	55.44%
Street Lighting [1]	-	-	-	41,442	N/A
Sewer Utility Fund	-	-	-	11,777,395	N/A
Solid Waste Utility Fund	250,000	65,000	315,000	11,646	3.70%
TOTAL - CIP Appropriations	**$ 41,200,870**	**$ 14,619,461**	**$ 55,820,331**	**$ 42,602,620**	**76.32%**

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

	EXPENSES - FISCAL YEAR 2022/23				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 5/31/2023	Percentage Used
Electric Utility Fund	$ 131,429,732	$ 80,191,903	$ 211,621,635	$ 42,098,258	19.89%
Street Lighting [1]	(1,835,662)	5,637,312	3,801,650	245,208	6.45%
Water Utility Fund	8,012,986	-	8,012,986	3,242,441	40.46%
Sewer Utility Fund	26,645,486	23,316,657	49,962,143	15,494,160	31.01%
Cemetery Fund	53,642	233,980	287,622	20,936	7.28%
Solid Waste Utility Fund	891,521	4,488	896,009	580,882	64.83%
Water Recycling Fund	29,774	-	29,774	15,225	51.14%
Convention Center Capital Fund	-	2,691,883	2,691,883	532,324	19.78%
TOTAL - CIP Appropriations	**$ 165,227,479**	**$ 112,076,223**	**$ 277,303,702**	**$ 62,229,434**	**22.44%**

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2022/23, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Rate Stabilization Reserve and Operations and Maintenance Reserve ensure sufficient operating cash is available to cover day-to-day expenses, address unforeseen cost increases or revenue shortfalls, and ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

CITY OF SANTA CLARA
RESERVE BALANCES
May 31, 2023

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	$ 48,038,975		
Capital Projects Reserve	11,810,451		
Land Sale Reserve	18,481,037		
Technology Fee Reserve	1,925,791		
Electric Rate Stabilization Fund Reserve		$ 48,776,613	
Electric Operations and Maintenance Reserve		118,765,556	
Replacement & Improvement			$ 303,090
TOTALS	**$ 80,256,254**	**$ 167,542,169**	**$ 303,090**

Long-Term Interfund Advances

On March 21, 2023, as part of the January Monthly Financial Report, the City Council approved a budget action transferring the remaining balance of the Parks and Recreation Facilities loan for the Reed and Grant Sports Park to the Land Sale Reserve. There are currently no outstanding balances for interfund advances.

Donations to the City of Santa Clara

Donations received by department during the month of May 2023 and for fiscal year 2022/23 are shown in the table below.

Department	May-23	Fiscal Year 2022/23 Year To Date	Designated Use
City Manager's Office	$ -	$ 100	Help Your Neighbor
Parks & Recreation	3,500	6,271	Case Management
Parks & Recreation	-	2,184	Roberta Jones Jr. Theatre
Parks & Recreation	-	30,600	Wade Brummal
TOTALS	**$ 3,500**	**$ 39,155**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

May 2023

City of Santa Clara

Monthly Investment Report

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of May 31, 2023 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of May 31, 2023.

	COST VALUE	PERCENTAGE
City	$896,865,691	99.51%
SOSA	115	0.00%
HA	4,441,210	0.49%
Unrestricted	$901,307,016	100.00%
Restricted Bond Proceeds	2,221,229	
Total Investments	$903,528,245	

On May 31, 2023 the cost value and market value of the City's unrestricted pooled investment portfolio were $901,307,016 and $869,472,606 respectively.

Investment Strategy and Market Update

Consumer prices (CPI) climbed 0.4% month-over-month in April and 4.9% year-over-year — marking the first-time annual inflation has landed below 5% in two years. The index for shelter was the largest contributor to the monthly increase, followed by increases for used cars and trucks and gasoline, with the increase in the gasoline index more than offsetting declines in other energy components.

Once again, the absolute strength and resiliency of the American labor market was evident as the May employment report revealed job creation of 339,000 for the month, well exceeding both expectations of 195,000 and the April increase of 239,000. Employment continued to trend up in professional and business services, healthcare, leisure and hospitality, and social assistance. Idiosyncrasies in data-compiling methodologies were highlighted as the unemployment rate actually ticked higher to 3.7% from 3.4% one month prior.

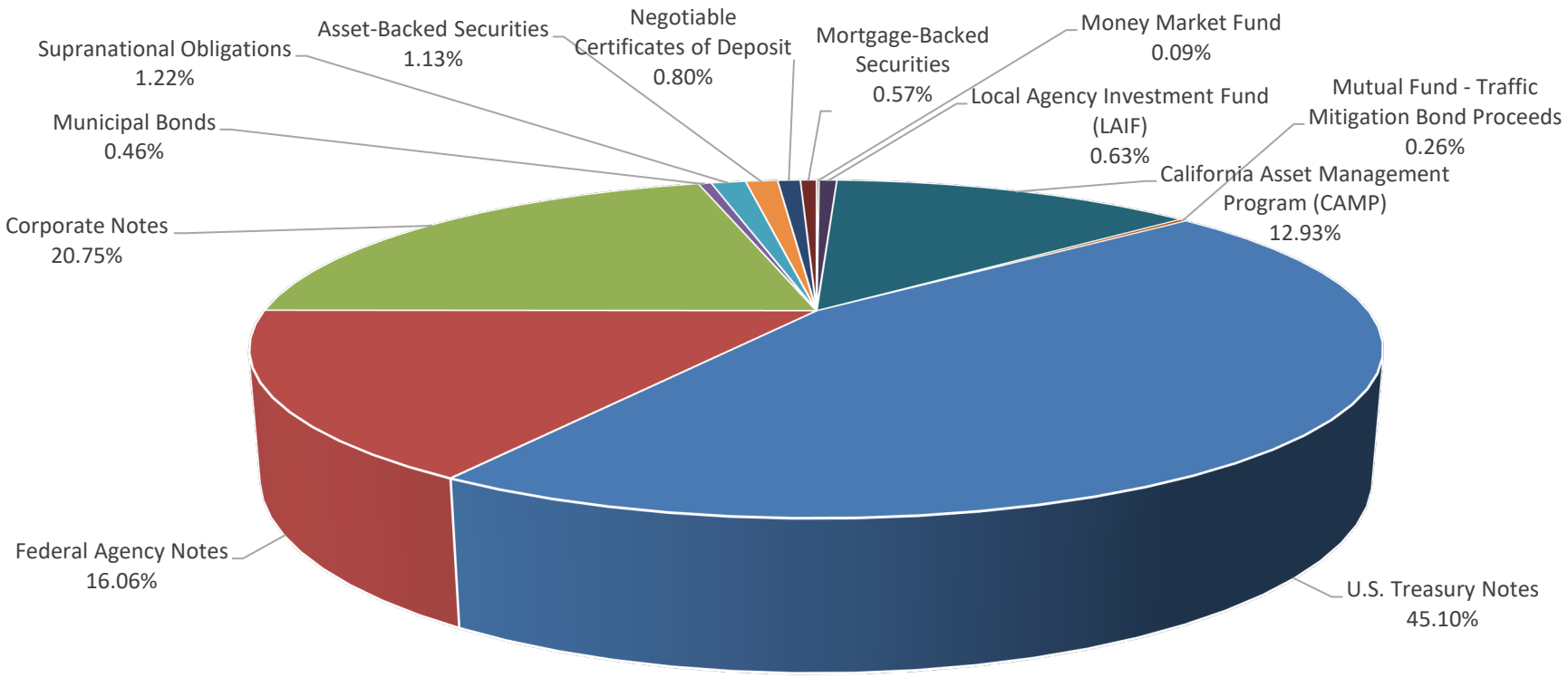
U.S. Treasury yields moved higher across all tenors in May, led by one-year maturities increasing 43 bps over the month as markets repriced on 'higher for longer' expectations.

Benchmark U.S. Treasuries for 3-month, 5-year, and 10- year maturities finished the month at 5.39%, 3.75%, and 3.64%, increasing 36, 27, and 22 bps, respectively.

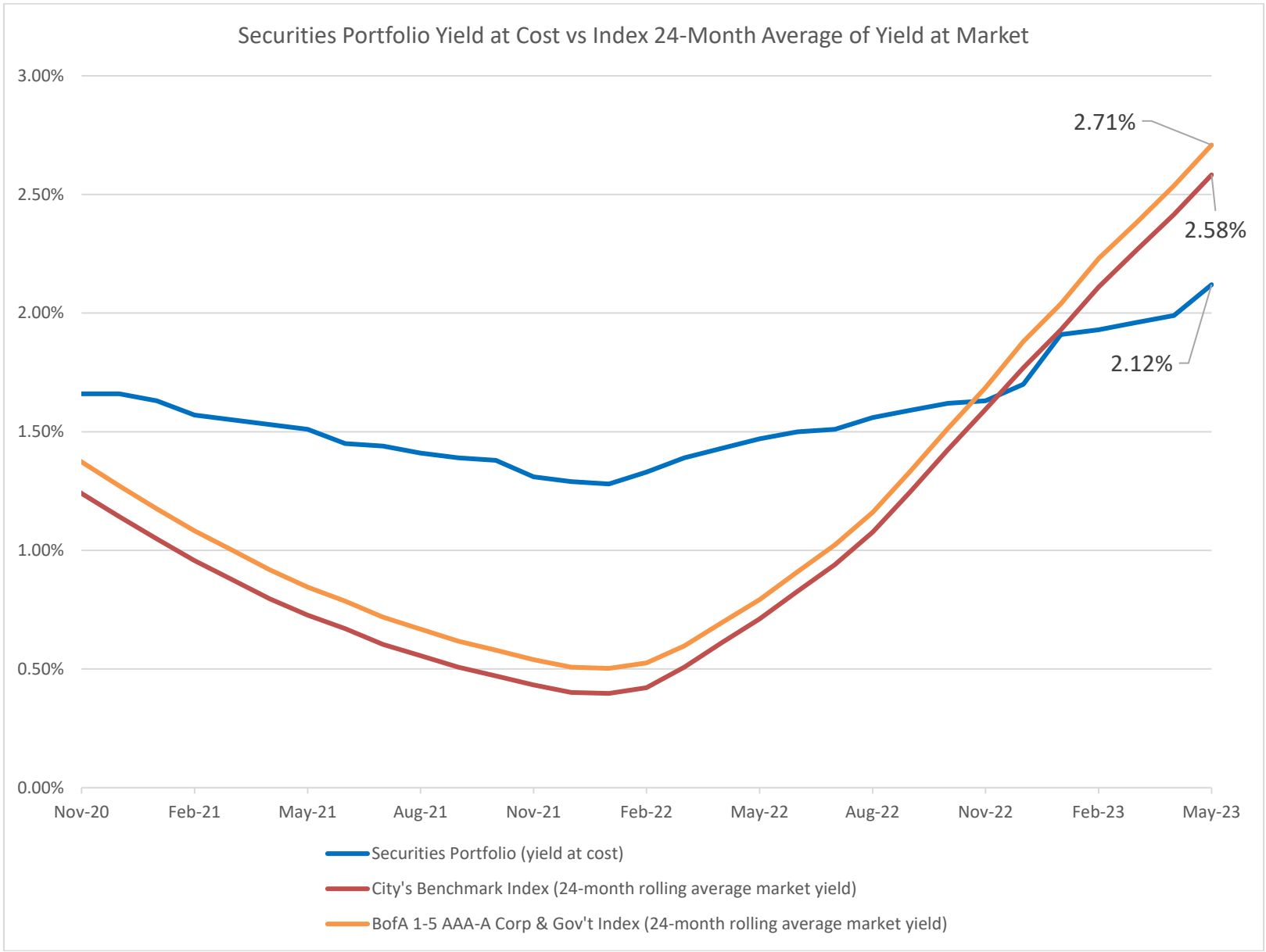
The City's investment strategy for May 2022 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety

of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of May 31, 2023, 45.10% of the City's portfolio consists of U.S. Treasury Notes, 20.75% consists of investment grade Corporate Notes, 16.06% consists of Federal Agencies, 12.93% consists of California Asset Management Program (CAMP), 1.22% consists of investment grade Supranational Obligations, 1.13% consists of investment grade Asset-Back Securities, 0.80% consists of Negotiable Certificates of Deposit, 0.63% consists of Local Agency Investment Fund (LAIF), 0.57% consists of investment grade Mortgage-Backed Securities, and 0.46% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 5/31/2023
Investment Yield	
Liquidity Portfolio[1]	5.04%
LAIF average monthly yield	*2.99%*
Securities Portfolio[2]	2.12%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*2.58%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*2.71%*
City Portfolio (Liquidity + Securities)	2.53%
Investment Total Return*	
Securities Portfolio	-0.39%
ICE BAML 1-5 US Treasury Index	*-0.54%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*-0.50%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.08
Securities Portfolio[2]	2.49
City Portfolio (Liquidity + Securities)	2.13
ICE BAML 1-5 US Treasury Index	*2.62*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.65*
Interest Income Current Month[3]	$ 2,237,697
Interest Income Fiscal Year-To-Date[3]	$ 13,747,072

1. Consists of CAMP, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS MAY 31, 2023

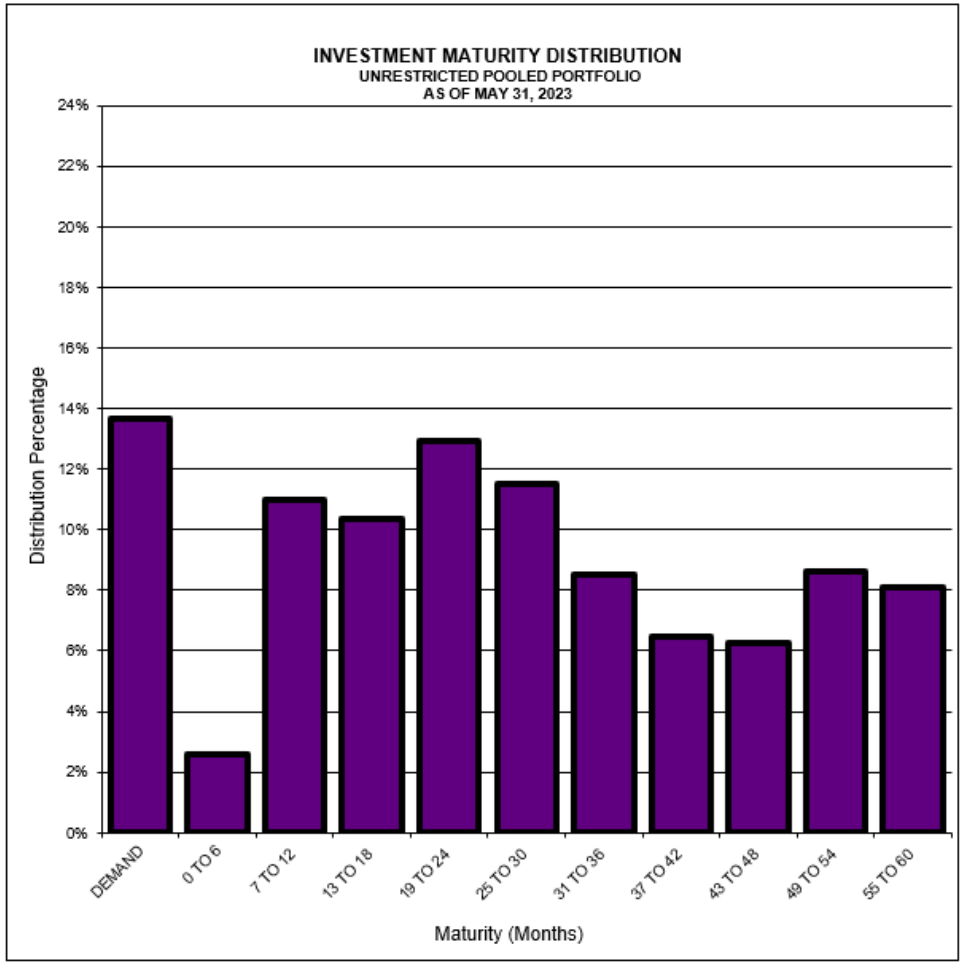
INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	407,514,691	45.10%	No Limit
Federal Agency Notes	145,102,192	16.06%	80%
Corporate Notes	187,507,229	20.75%	25%
Municipal Bonds	4,145,000	0.46%	20%
Supranational Obligations	11,056,812	1.22%	20%
Asset-Backed Securities	10,244,950	1.13%	10%
Negotiable Certificates of Deposit	7,270,000	0.80%	30%
Mortgage-Backed Securities	5,189,197	0.57%	15%
Money Market Fund	775,545	0.09%	10% Per Fund
Local Agency Investment Fund (LAIF)	5,716,605	0.63%	$75 M
California Asset Management Program (CAMP)	116,784,795	12.93%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,221,229	0.26%	10% Per Fund
TOTAL INVESTMENTS	$ 903,528,245	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF MAY 31, 2023
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE		NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 123,276,945	(a)	3	13.68%
0 TO 6	23,355,319		7	2.59%
7 TO 12	98,975,784		21	10.98%
13 TO 18	93,190,501		14	10.34%
19 TO 24	116,236,516		20	12.90%
25 TO 30	103,840,692		20	11.52%
31 TO 36	76,903,806		18	8.53%
37 TO 42	58,202,207		10	6.46%
43 TO 48	56,411,714		13	6.26%
49 TO 54	77,744,143		10	8.63%
55 TO 60	73,169,389		12	8.11%
TOTAL	$ 901,307,016		148	100.00%

Average Maturity of Unrestricted Pool: 2.13 **Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.



City of Santa Clara Monthly Report

5/31/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	4,545,000.00	AA+	6/23/2021	4,827,109.57	0.32%	4,491,550.80	-335,558.77
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,650,640.00	-321,860.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,430,282.40	-67,461.74
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,841,200.00	-140,245.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,349,526.00	-147,849.00
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	4,910,350.00	-497,071.88
UNITED STATES TREASURY	2/28/2019	2.375%	2/29/2024	9128286G0	5,395,000.00	AA+	4/25/2023	5,285,835.55	4.84%	5,281,597.10	-4,238.45
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,587,365.00	-50,576.42
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,190,764.85	-206,678.70
UNITED STATES TREASURY	4/30/2019	2.250%	4/30/2024	9128286R6	3,825,000.00	AA+	3/25/2022	3,827,838.87	2.21%	3,722,222.25	-105,616.62
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	4,854,100.00	-98,634.38
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	5,894,273.00	-437,901.65
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	6,992,262.50	-261,135.94
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	4,835,150.00	-301,178.13
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	4,984,612.50	-262,106.25
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	4,835,150.00	-298,165.75
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	2,873,540.10	-276,100.56
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,537,722.50	-391,144.69
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	9,649,600.00	-641,025.00
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	4,811,550.00	-307,395.31
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	9,627,300.00	-673,481.25
UNITED STATES TREASURY	1/15/2022	1.125%	1/15/2025	91282CDS7	2,095,000.00	AA+	4/12/2022	2,007,026.37	2.71%	1,979,607.40	-27,418.97
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,848,853.50	-164,292.98
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,740,650.00	-498,021.88
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,011,830.00	-838,927.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	4,120,000.00	AA+	8/2/2021	4,075,581.25	0.52%	3,766,421.60	-309,159.65
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,510,000.00	AA+	6/7/2022	5,024,216.04	3.00%	5,013,438.80	-10,777.24
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.81	0.78%	4,913,352.00	-372,530.81
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,052,125.50	-275,499.50
UNITED STATES TREASURY	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,474,099.00	-277,857.25
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	7,735,000.00	AA+	2/25/2022	7,305,949.22	1.84%	7,011,081.35	-294,867.87
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	4,050,000.00	AA+	1/6/2022	3,906,351.56	1.27%	3,670,960.50	-235,391.06
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,273,940.25	-543,538.27
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,710,000.00	AA+	5/3/2022	7,905,345.70	3.00%	7,894,831.10	-10,514.60
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,067,214.15	1.15%	4,694,294.25	-372,919.90
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	3,575,000.00	AA+	8/31/2021	3,542,880.86	0.70%	3,242,918.25	-299,962.61
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	9,250,000.00	AA+	6/8/2022	8,477,480.47	2.99%	8,397,242.50	-80,237.97
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	5,860,000.00	AA+	3/21/2022	5,520,989.84	2.20%	5,319,766.60	-201,223.24
UNITED STATES TREASURY	8/15/2016	1.500%	8/15/2026	9128282A7	5,350,000.00	AA+	8/15/2022	5,033,388.67	3.08%	4,947,733.50	-85,655.17
UNITED STATES TREASURY	9/30/2021	0.875%	9/30/2026	91282CCZ2	8,500,000.00	AA+	4/5/2022	7,878,769.53	2.61%	7,686,210.00	-192,559.53
UNITED STATES TREASURY	10/31/2021	1.125%	10/31/2026	91282CDG3	5,700,000.00	AA+	8/8/2022	5,267,601.56	3.05%	5,185,461.00	-82,140.56
UNITED STATES TREASURY	11/15/2016	2.000%	11/15/2026	912828U24	8,840,000.00	AA+	6/8/2022	8,472,242.19	3.01%	8,279,544.00	-192,698.19
UNITED STATES TREASURY	12/31/2021	1.250%	12/31/2026	91282CDQ1	5,340,000.00	AA+	4/14/2022	5,000,617.97	2.69%	4,864,633.20	-135,984.77
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	7,910,000.00	AA+	7/7/2022	7,705,452.34	2.85%	7,454,225.80	-251,226.54

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	5,400,000.00	AA+	6/13/2022	5,159,109.38	3.29%	5,088,852.00	-70,257.38
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	2,100,000.00	AA+	4/20/2022	2,040,691.41	2.88%	1,978,998.00	-61,693.41
UNITED STATES TREASURY	3/31/2022	2.500%	3/31/2027	91282CEF4	940,000.00	AA+	11/30/2022	883,159.38	4.03%	892,821.40	9,662.02
UNITED STATES TREASURY	4/30/2020	0.500%	4/30/2027	912828ZN3	7,000,000.00	AA+	8/3/2022	6,262,812.50	2.89%	6,141,170.00	-121,642.50
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,100,462.00	-148,084.88
UNITED STATES TREASURY	6/30/2020	0.500%	6/30/2027	912828ZV5	5,675,000.00	AA+	8/15/2022	5,034,789.06	3.00%	4,953,650.75	-81,138.31
UNITED STATES TREASURY	7/31/2022	2.750%	7/31/2027	91282CFB2	10,800,000.00	AA+	9/14/2022	10,392,046.88	3.60%	10,329,228.00	-62,818.88
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	11,115,000.00	AA+	9/6/2022	10,537,975.20	3.40%	10,420,757.10	-117,218.10
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,822,130.85	61,822.06
UNITED STATES TREASURY	10/31/2020	0.500%	10/31/2027	91282CAU5	21,480,000.00	AA+	1/6/2023	18,292,401.56	3.91%	18,573,541.20	281,139.64
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,798,972.50	-34,338.05
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	5,100,000.00	AA+	12/13/2022	5,165,343.75	3.83%	5,152,581.00	-12,762.75
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	10,930,000.00	AA+	12/8/2022	11,081,995.31	3.81%	11,042,688.31	-39,307.01
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	8,255,000.00	AA+	1/31/2023	8,320,459.57	3.70%	8,267,217.40	-53,242.17
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,333,583.98	3.85%	7,335,841.00	2,257.02
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,857,178.00	-48,900.13
UNITED STATES TREASURY	1/31/2021	0.750%	1/31/2028	91282CBJ9	5,815,000.00	AA+	2/7/2023	5,009,758.79	3.83%	5,057,479.95	47,721.16
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	7,505,000.00	AA+	5/16/2023	7,508,517.97	3.49%	7,403,007.05	-105,510.92
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,424,694.40	-107,805.60
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	6,600,000.00	AA+	3/7/2023	6,526,781.25	4.25%	6,658,014.00	131,232.75
UNITED STATES TREASURY	3/31/2021	1.250%	3/31/2028	91282CBS9	5,470,000.00	AA+	5/10/2023	4,912,530.08	3.54%	4,854,843.80	-57,686.28
UNITED STATES TREASURY	3/31/2021	1.250%	3/31/2028	91282CBS9	5,820,000.00	AA+	5/9/2023	5,236,408.59	3.50%	5,165,482.80	-70,925.79
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	5,765,000.00	AA+	5/4/2023	5,816,569.73	3.42%	5,720,840.10	-95,729.63
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	5,030,000.00	AA+	5/2/2023	5,023,712.50	3.65%	4,991,470.20	-32,242.30
UNITED STATES TREASURY	4/30/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,010,395.25	-32,093.03
U.S. Treasury Bond / Note				**Subtotal**	418,035,000.00			407,514,690.80		395,116,296.15	-12,398,394.65
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,092,180.50	-138,619.25
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,824,171.00	-120,186.00
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	14,515,350.00	-1,050,739.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,147,875.00	-351,150.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,300,600.00	-750,000.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,696,320.00	-168,609.00
FNMA Medium Term Note				**Subtotal**	44,535,000.00			45,155,800.50		42,576,496.50	-2,579,304.00
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	2,919,902.35	-86,192.55
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	4,903,000.00	-130,150.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	4,866,350.00	-384,300.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	4,788,450.00	-174,400.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	6,960,588.00	-728,779.20
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,261,200.00	-721,600.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,246,800.00	-750,740.00
FFCB Medium Term Note				**Subtotal**	45,285,000.00			45,922,452.10		42,946,290.35	-2,976,161.75
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,217,700.00	-799,940.00
FFCB Coupon Note				**Subtotal**	10,000,000.00			10,017,640.00		9,217,700.00	-799,940.00

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FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	4,953,300.00	-194,570.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	4,923,100.00	-359,325.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	4,886,600.00	-383,605.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	4,846,200.00	-615,100.00
FHLB Medium Term Note				**Subtotal**	20,000,000.00			21,161,800.00		19,609,200.00	-1,552,600.00
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EAEY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,208,197.00	-49,605.90
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	4,748,200.00	-478,760.00
FREDDIE MAC	8/30/2022	4.050%	8/28/2025	3134GXS54	5,000,000.00	AA+	8/30/2022	4,998,000.00	4.06%	4,888,850.00	-109,150.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	8,569,689.60	-792,046.50
FHLMC Medium Term Note				**Subtotal**	22,660,000.00			22,844,499.00		21,414,936.60	-1,429,562.40
FHLMC MULTIFAMILY STRUCTURED P	1/30/2017	3.347%	11/1/2026	3137BTUM1	5,354,000.00	AA+	5/24/2023	5,189,197.19	4.31%	5,159,328.56	-29,868.63
FHLMC Mortgage-Backed Security				**Subtotal**	5,354,000.00			5,189,197.19		5,159,328.56	-29,868.63
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,451,999.00	-604,812.90
Supranational				**Subtotal**	11,065,000.00			11,056,811.90		10,451,999.00	-604,812.90
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,495,546.55	-219,453.45
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,424,880.60	-5,119.40
Municipals				**Subtotal**	4,145,000.00			4,145,000.00		3,920,427.15	-224,572.85
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A	11/29/2021	5,241,250.00	1.03%	4,932,750.00	-308,500.00
3M COMPANY	3/27/2020	2.650%	4/15/2025	88579YBM2	2,560,000.00	A	4/25/2022	2,511,616.00	3.32%	2,452,147.20	-59,468.80
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	3,908,600.00	-275,080.00
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,370,516.20	16,129.40
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,000,000.00	AA	3/14/2022	3,932,438.89	1.94%	3,819,320.00	-113,118.89
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	245,000.00	AA	5/12/2021	244,642.30	0.50%	233,933.35	-10,708.95
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,471,782.70	-201,181.40
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	4,860,300.00	-494,900.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	4,860,300.00	-479,800.00
BANK OF AMERICA	4/19/2016	3.500%	4/19/2026	06051GFX2	4,140,000.00	A-	1/25/2023	4,019,070.60	4.48%	3,988,434.60	-30,636.00
BANK OF AMERICA CORP	3/22/2022	3.384%	4/2/2026	06051GKM0	5,000,000.00	A-	3/22/2022	5,005,100.00	3.36%	4,810,850.00	-194,250.00
BANK OF AMERICA CORP	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,266,356.00	-14,895.80
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,086,050.00	-939,870.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	3,979,533.60	-106,522.20
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	3,979,533.60	-105,818.40
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A+	6/30/2021	5,672,673.50	0.96%	5,234,424.75	-438,248.75
CATERPILLAR FINANCIAL SERVICES CORP	1/10/2022	0.950%	1/10/2024	14913R2S5	3,100,000.00	A	3/14/2022	3,045,409.00	1.94%	3,018,687.00	-26,722.00
CATERPILLAR FINANCIAL SERVICES CORP	1/10/2022	0.950%	1/10/2024	14913R2S5	2,535,000.00	A	1/10/2022	2,534,594.40	0.96%	2,468,506.95	-66,087.45

City of Santa Clara Monthly Report

5/31/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
ELI LILLY & CO	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,224,987.65	-334,267.95
HERSHEY COMPANY	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,901,810.00	-112,230.00
HOME DEPOT INC	9/14/2017	2.800%	9/14/2027	437076BT8	7,805,000.00	A	1/27/2023	7,364,719.95	4.15%	7,330,221.85	-34,498.10
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,113,250.70	-68,709.85
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,685,700.00	-412,200.00
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,523,300.00	-385,300.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,598,050.00	-425,500.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,634,714.50	-40,285.50
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,202,010.20	-137,989.80
JPMORGAN CHASE & CO	3/13/2020	2.005%	3/13/2026	46647PBH8	2,800,000.00	A-	3/22/2022	2,712,500.00	2.84%	2,634,492.00	-78,008.00
JPMORGAN CHASE & CO	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A-	8/10/2022	3,710,746.00	3.80%	3,683,727.00	-27,019.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/10/2022	4,990,800.00	2.06%	4,777,650.00	-213,150.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	4,777,650.00	-435,800.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,273,896.25	-350,020.00
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	4,847,650.00	-494,050.00
MICROSOFT CORP	11/3/2015	3.125%	11/3/2025	594918BJ2	5,100,000.00	AAA	1/25/2023	4,940,982.00	4.33%	4,959,138.00	18,156.00
NOVARTIS CAPITAL CORP	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,662,900.00	24,300.00
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,699,479.50	-161,109.00
STATE STREET BANK & TR	2/7/2022	1.746%	2/6/2026	857477BR3	1,115,000.00	A	2/7/2022	1,115,000.00	1.75%	1,047,877.00	-67,123.00
STATE STREET BANK & TR	10/29/2020	2.901%	3/30/2026	857477BM4	4,250,000.00	A	3/14/2022	4,275,372.50	2.74%	4,059,090.00	-216,282.50
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,233,833.00	-334,056.50
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	912,186.00	-76,131.00
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	5,920,904.00	-178,730.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	650,760.00	-8,395.20
WAL-MART STORES INC	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,600,364.00	-411,483.00
Corporate Note				**Subtotal**	187,585,000.00			187,507,229.24		178,697,667.60	-8,809,561.64
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	1,686,973.67	AAA	4/21/2021	1,686,610.15	0.52%	1,627,102.98	-59,507.17
DISCOVER CARD EXECUTION NOTE TRUST	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	1,975,953.00	-123,597.39
HONDA AUTO RECEIVABLES OWNER T	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,544,505.25	-70,154.31
HYUNDAI AUTO RECEIVABLES TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	1,019,465.17	AAA	4/28/2021	1,019,357.92	0.38%	991,725.52	-27,632.40
HYUNDAI AUTO RECEIVABLES TRUST	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,192,124.85	-52,597.27
TOYOTA AUTO RECEIVABLES OWNER	9/27/2021	0.430%	1/15/2026	89239BAC5	2,580,255.93	AAA	9/27/2021	2,580,050.28	0.43%	2,474,310.62	-105,739.66
Asset-Backed Security				**Subtotal**	10,246,694.77			10,244,950.42		9,805,722.22	-439,228.20
TORONTO DOMINION BANK NY	10/31/2022	5.470%	10/25/2024	89115B6F2	7,270,000.00	A	10/31/2022	7,270,000.00	5.44%	7,279,596.40	9,596.40
Certificate of Deposit				**Subtotal**	7,270,000.00			7,270,000.00		7,279,596.40	9,596.40

City of Santa Clara Monthly Report

5/31/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.700%	6/1/2023	992995944	775,544.99		9/1/2020	775,544.99		775,544.99	-
LOCAL AGENCY INVESTMENT FUND		2.990%	6/1/2023		5,716,604.81		9/30/1997	5,716,604.81		5,716,604.81	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		5.160%	6/1/2023		116,784,795.23		10/4/2022	116,784,795.23		116,784,795.23	-
DREYFUS TREASURY		4.940%	6/1/2023		2,221,228.94		10/31/1997	2,221,228.94		2,221,228.94	-
Cash Equivalent				**Subtotal**	125,498,173.97			125,498,173.97		125,498,173.97	-
Grand Total				**Count** **149**	911,678,868.74			903,528,245.12		871,693,834.50	(31,834,410.62)

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

June 2023

City of Santa Clara

Monthly Investment Report

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of June 30, 2023 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of June 30, 2023.

	COST VALUE	PERCENTAGE
City	$983,504,286	99.55%
SOSA	501	0.00%
HA	4,455,408	0.45%
Unrestricted	$987,960,195	100.00%
Restricted Bond Proceeds	2,230,329	
Total Investments	$990,190,524	

On June 30, 2023 the cost value and market value of the City's unrestricted pooled investment portfolio were $987,960,195 and $951,118,113 respectively.

Investment Strategy and Market Update

The Federal Reserve (Fed) held its benchmark interest rate unchanged on June 14 but signaled more rate hikes are still on the table this year. The "hawkish pause" pushed Treasury yields higher as markets accepted a higher-for-longer overnight target rate expectation.

The May CPI report indicated that prices increased by 4.0% year-over-year. While still elevated relative to the Fed's preferred target of 2%, the pace of increases declined for the eleventh consecutive month.

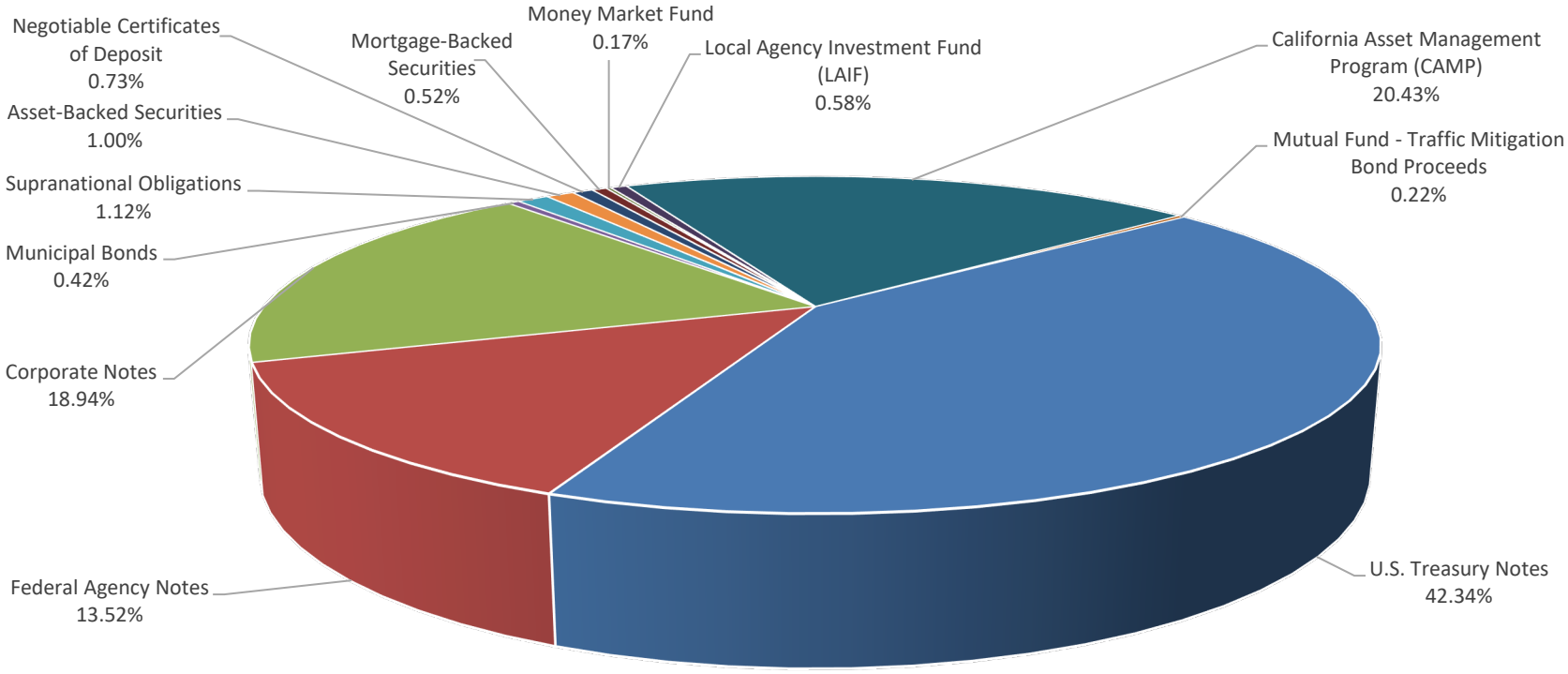
The June employment report showed the slowest pace of job creation since December 2020, posting gains of 209,000. This was down from a revised reading of 306,000 in May. Employment continued to trend up in government, healthcare, social assistance, construction, professional and business services, and leisure and hospitality. The unemployment rate in June fell modestly to 3.6%, down from 3.7% in May. Average hourly earnings increased 0.4% in June, matching the May print.

U.S. Treasury yields beyond one year pushed higher in June, led by a 0.49% increase in the 2-year maturity. The inversion in the yield curve (as measured by the difference between the 2- and 10-year maturities) deepened to more than 100 basis points (bps) by the end of the month, marking the greatest disparity between the two measures since 1981.

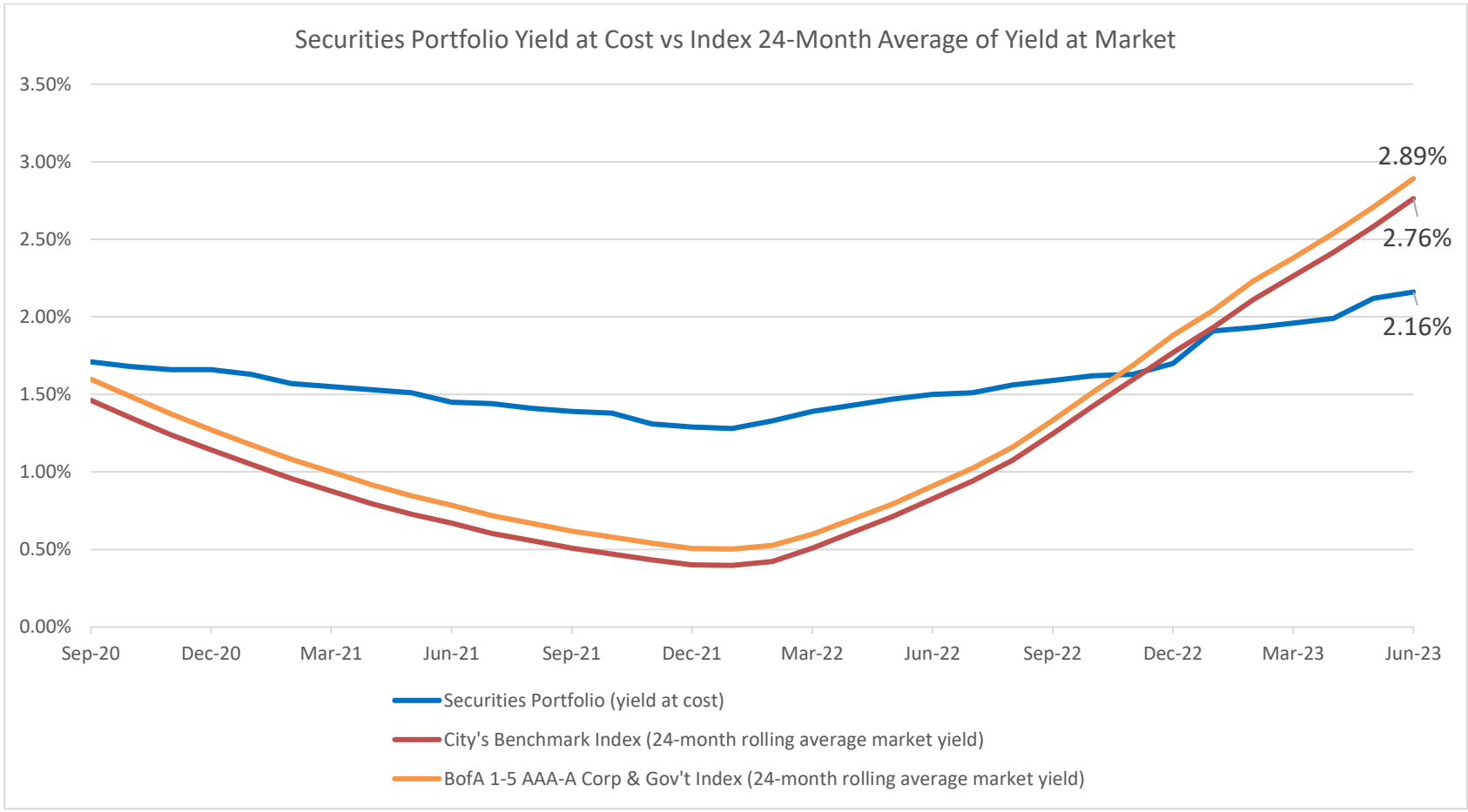
With the exception of only the shortest maturities, U.S. Treasury yields increased in June, as benchmark 2-, 5-, and 10-year U.S. Treasuries finished the month at 4.90%, 4.16%, and 3.84%, moving up 49, 40, and 19 bps, respectively.

The City's investment strategy for June 2022 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of June 30, 2023, 42.34% of the City's portfolio consists of U.S. Treasury Notes, 20.43% consists of California Asset Management Program (CAMP), 18.94% consists of investment grade Corporate Notes, 13.53% consists of Federal Agencies, 1.12% consists of investment grade Supranational Obligations, 1.00% consists of investment grade Asset-Back Securities, 0.73% consists of Negotiable Certificates of Deposit, 0.58% consists of Local Agency Investment Fund (LAIF), 0.52% consists of investment grade Mortgage-Backed Securities, and 0.42% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 6/30/2023
Investment Yield	
Liquidity Portfolio[1]	5.21%
LAIF average monthly yield	*3.17%*
Securities Portfolio[2]	2.16%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*2.76%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*2.89%*
City Portfolio (Liquidity + Securities)	2.83%
Investment Total Return*	
Securities Portfolio	-0.54%
ICE BAML 1-5 US Treasury Index	*-0.75%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*-0.67%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.13
Securities Portfolio[2]	2.47
City Portfolio (Liquidity + Securities)	2.05
ICE BAML 1-5 US Treasury Index	*2.65*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.67*
Interest Income Current Month[3]	$ 1,910,029
Interest Income Fiscal Year-To-Date[3]	$ 15,657,101

1. Consists of CAMP Pool, CAMP Tern, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS JUNE 30, 2023

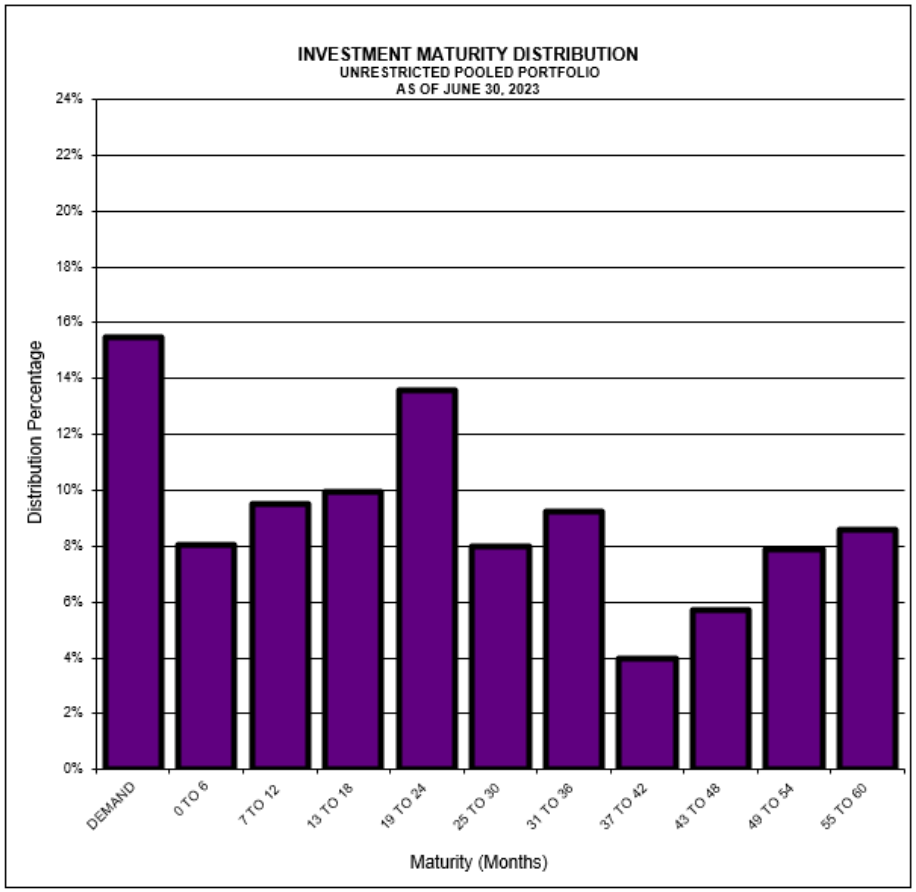
INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	419,210,269	42.34%	No Limit
Federal Agency Notes	133,888,218	13.53%	80%
Corporate Notes	187,507,229	18.94%	25%
Municipal Bonds	4,145,000	0.42%	20%
Supranational Obligations	11,056,812	1.12%	20%
Asset-Backed Securities	9,877,624	1.00%	10%
Negotiable Certificates of Deposit	7,270,000	0.73%	30%
Mortgage-Backed Securities	5,189,197	0.52%	15%
Money Market Fund	1,669,047	0.17%	10% Per Fund
Local Agency Investment Fund (LAIF)	5,716,605	0.58%	$75 M
California Asset Management Program (CAMP)	202,430,194	20.43%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,230,329	0.22%	10% Per Fund
TOTAL INVESTMENTS	$ 990,190,524	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF JUNE 30, 2023
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE		NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 152,815,846	(a)	3	15.47%
0 TO 6	79,571,640		7	8.05%
7 TO 12	93,815,695		20	9.50%
13 TO 18	98,500,541		15	9.97%
19 TO 24	134,504,774		23	13.61%
25 TO 30	79,232,586		16	8.02%
31 TO 36	91,203,153		20	9.23%
37 TO 42	39,295,136		7	3.98%
43 TO 48	56,411,714		13	5.71%
49 TO 54	77,744,143		10	7.87%
55 TO 60	84,864,967		13	8.59%
TOTAL	$ 987,960,195		147	100.00%

Average Maturity of Unrestricted Pool: 2.05 Years

(a) $20 million is earmarked for the City's Electric Utility power-trading.



City of Santa Clara Monthly Report

6/30/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	4,545,000.00	AA+	6/23/2021	4,827,109.57	0.32%	4,498,686.45	-328,423.12
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,699,260.00	-273,240.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,441,376.60	-56,367.54
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,863,300.00	-118,145.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,373,946.50	-123,428.50
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	4,917,000.00	-490,421.88
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,590,663.75	-47,277.67
UNITED STATES TREASURY	2/28/2019	2.375%	2/29/2024	9128286G0	5,395,000.00	AA+	4/25/2023	5,285,835.55	4.84%	5,288,556.65	2,721.10
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,205,818.55	-191,625.00
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	4,861,150.00	-91,584.38
UNITED STATES TREASURY	4/30/2019	2.250%	4/30/2024	9128286R6	3,825,000.00	AA+	3/25/2022	3,827,838.87	2.21%	3,726,238.50	-101,600.37
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	5,898,266.00	-433,908.65
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	4,835,150.00	-301,178.13
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	6,992,552.50	-260,845.94
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	4,986,082.50	-260,636.25
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	4,828,500.00	-304,815.75
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,530,502.50	-398,364.69
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	2,867,928.30	-281,712.36
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	9,610,200.00	-680,425.00
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	4,788,300.00	-330,645.31
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	9,575,000.00	-725,781.25
UNITED STATES TREASURY	1/15/2022	1.125%	1/15/2025	91282CDS7	2,095,000.00	AA+	4/12/2022	2,007,026.37	2.71%	1,970,117.05	-36,909.32
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,839,025.50	-174,120.98
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,715,450.00	-523,221.88
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	5,973,080.00	-877,677.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	4,120,000.00	AA+	8/2/2021	4,075,581.25	0.52%	3,737,952.40	-337,628.85
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,510,000.00	AA+	6/7/2022	5,024,216.04	3.00%	4,972,775.00	-51,441.04
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.81	0.78%	4,873,500.00	-412,382.81
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,016,837.00	-310,788.00
UNITED STATES TREASURY	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,443,233.40	-308,722.85
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	7,735,000.00	AA+	2/25/2022	7,305,949.22	1.84%	6,944,560.35	-361,388.87
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	4,050,000.00	AA+	1/6/2022	3,906,351.56	1.27%	3,636,130.50	-270,221.06
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,204,925.25	-612,553.27
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,710,000.00	AA+	5/3/2022	7,905,345.70	3.00%	7,819,925.10	-85,420.60
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,067,214.15	1.15%	4,648,599.00	-418,615.15
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	3,575,000.00	AA+	8/31/2021	3,542,880.86	0.70%	3,211,351.00	-331,529.86
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	9,250,000.00	AA+	6/8/2022	8,477,480.47	2.99%	8,308,720.00	-168,760.47
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	5,860,000.00	AA+	3/21/2022	5,520,989.84	2.20%	5,263,686.40	-257,303.44
UNITED STATES TREASURY	8/15/2016	1.500%	8/15/2026	9128282A7	5,350,000.00	AA+	8/15/2022	5,033,388.67	3.08%	4,890,007.00	-143,381.67
UNITED STATES TREASURY	9/30/2021	0.875%	9/30/2026	91282CCZ2	8,500,000.00	AA+	4/5/2022	7,878,769.53	2.61%	7,604,865.00	-273,904.53
UNITED STATES TREASURY	10/31/2021	1.125%	10/31/2026	91282CDG3	5,700,000.00	AA+	8/8/2022	5,267,601.56	3.05%	5,125,554.00	-142,047.56
UNITED STATES TREASURY	11/15/2016	2.000%	11/15/2026	912828U24	8,840,000.00	AA+	6/8/2022	8,472,242.19	3.01%	8,176,646.40	-295,595.79
UNITED STATES TREASURY	12/31/2021	1.250%	12/31/2026	91282CDQ1	5,340,000.00	AA+	4/14/2022	5,000,617.97	2.69%	4,806,000.00	-194,617.97
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	7,910,000.00	AA+	7/7/2022	7,705,452.34	2.85%	7,355,350.80	-350,101.54

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	5,400,000.00	AA+	6/13/2022	5,159,109.38	3.29%	5,021,352.00	-137,757.38
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	2,100,000.00	AA+	4/20/2022	2,040,691.41	2.88%	1,952,748.00	-87,943.41
UNITED STATES TREASURY	3/31/2022	2.500%	3/31/2027	91282CEF4	940,000.00	AA+	11/30/2022	883,159.38	4.03%	880,921.00	-2,238.38
UNITED STATES TREASURY	4/30/2020	0.500%	4/30/2027	912828ZN3	7,000,000.00	AA+	8/3/2022	6,262,812.50	2.89%	6,067,040.00	-195,772.50
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,028,318.00	-220,228.88
UNITED STATES TREASURY	6/30/2020	0.500%	6/30/2027	912828ZV5	5,675,000.00	AA+	8/15/2022	5,034,789.06	3.00%	4,892,928.25	-141,860.81
UNITED STATES TREASURY	7/31/2022	2.750%	7/31/2027	91282CFB2	10,800,000.00	AA+	9/14/2022	10,392,046.88	3.60%	10,181,916.00	-210,130.88
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	11,115,000.00	AA+	9/6/2022	10,537,975.20	3.40%	10,274,817.15	-263,158.05
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,763,841.85	3,533.06
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,725,157.49	-108,153.06
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	5,100,000.00	AA+	12/13/2022	5,165,343.75	3.83%	5,073,327.00	-92,016.75
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	10,930,000.00	AA+	12/8/2022	11,081,995.31	3.81%	10,872,836.11	-209,159.20
UNITED STATES TREASURY	10/31/2020	0.500%	10/31/2027	91282CAU5	21,480,000.00	AA+	1/6/2023	18,292,401.56	3.91%	18,333,609.60	41,208.04
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,782,003.00	-124,075.13
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	8,255,000.00	AA+	1/31/2023	8,320,459.57	3.70%	8,139,264.90	-181,194.67
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,333,583.98	3.85%	7,222,303.50	-111,280.48
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	7,505,000.00	AA+	5/16/2023	7,508,517.97	3.49%	7,287,805.30	-220,712.67
UNITED STATES TREASURY	1/31/2021	0.750%	1/31/2028	91282CBJ9	5,815,000.00	AA+	2/7/2023	5,009,758.79	3.83%	4,988,165.15	-21,593.64
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,305,683.20	-226,816.80
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	6,600,000.00	AA+	3/7/2023	6,526,781.25	4.25%	6,551,292.00	24,510.75
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	5,765,000.00	AA+	5/4/2023	5,816,569.73	3.42%	5,630,790.80	-185,778.93
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	5,030,000.00	AA+	5/2/2023	5,023,712.50	3.65%	4,912,901.60	-110,810.90
UNITED STATES TREASURY	3/31/2021	1.250%	3/31/2028	91282CBS9	5,470,000.00	AA+	5/10/2023	4,912,530.08	3.54%	4,787,508.10	-125,021.98
UNITED STATES TREASURY	3/31/2021	1.250%	3/31/2028	91282CBS9	5,820,000.00	AA+	5/9/2023	5,236,408.59	3.50%	5,093,838.60	-142,569.99
UNITED STATES TREASURY	4/30/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	4,931,479.00	-111,009.28
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,478,355.55	-217,222.18
U.S. Treasury Bond / Note				**Subtotal**	429,770,000.00			419,210,268.53		403,096,973.10	-16,113,295.43
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,225,080.49	0.21%	5,118,096.50	-106,983.99
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	14,464,800.00	-1,101,289.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,111,275.00	-387,750.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,248,200.00	-802,400.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,685,755.20	-179,173.80
FNMA Medium Term Note				**Subtotal**	39,585,000.00			40,205,724.24		37,628,126.70	-2,577,597.54
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	4,908,250.00	-124,900.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	4,855,000.00	-395,650.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	4,773,500.00	-189,350.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	6,931,088.40	-758,278.80
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,213,400.00	-769,400.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,196,100.00	-801,440.00
FFCB Medium Term Note				**Subtotal**	42,320,000.00			42,916,357.20		39,877,338.40	-3,039,018.80
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,167,100.00	-850,540.00
FFCB Coupon Note				**Subtotal**	10,000,000.00			10,017,640.00		9,167,100.00	-850,540.00

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FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	4,931,400.00	-351,025.00
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	4,958,700.00	-189,170.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	4,878,500.00	-391,705.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	4,822,900.00	-638,400.00
FHLB Medium Term Note				**Subtotal**	20,000,000.00			21,161,800.00		19,591,500.00	-1,570,300.00
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	4,719,850.00	-507,110.00
FREDDIE MAC	8/30/2022	4.050%	8/28/2025	3134GXS54	5,000,000.00	AA+	8/30/2022	4,998,000.00	4.06%	4,863,300.00	-134,700.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	8,520,204.30	-841,531.80
FHLMC Medium Term Note				**Subtotal**	19,390,000.00			19,586,696.10		18,103,354.30	-1,483,341.80
FHLMC MULTIFAMILY STRUCTURED P	1/30/2017	3.347%	11/1/2026	3137BTUM1	5,354,000.00	AA+	5/24/2023	5,189,197.19	4.31%	5,090,101.34	-99,095.85
FHLMC Mortgage-Backed Security				**Subtotal**	5,354,000.00			5,189,197.19		5,090,101.34	-99,095.85
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,424,889.75	-631,922.15
Supranational				**Subtotal**	11,065,000.00			11,056,811.90		10,424,889.75	-631,922.15
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,467,337.70	-247,662.30
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,430,000.00	0.00
Municipals				**Subtotal**	4,145,000.00			4,145,000.00		3,897,337.70	-247,662.30
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A-	11/29/2021	5,241,250.00	1.03%	4,928,800.00	-312,450.00
3M COMPANY	3/27/2020	2.650%	4/15/2025	88579YBM2	2,560,000.00	A-	4/25/2022	2,511,616.00	3.32%	2,437,273.60	-74,342.40
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	3,880,280.00	-303,400.00
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,312,829.20	-41,557.60
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,000,000.00	AA	3/14/2022	3,932,438.89	1.94%	3,834,920.00	-97,518.89
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	245,000.00	AA	5/12/2021	244,642.30	0.50%	234,888.85	-9,753.45
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,394,895.95	-278,068.15
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	4,820,950.00	-534,250.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	4,820,950.00	-519,150.00
BANK OF AMERICA	4/19/2016	3.500%	4/19/2026	06051GFX2	4,140,000.00	A-	1/25/2023	4,019,070.60	4.48%	3,971,295.00	-47,775.60
BANK OF AMERICA CORP	3/22/2022	3.384%	4/2/2026	06051GKM0	5,000,000.00	A-	3/22/2022	5,005,100.00	3.36%	4,792,550.00	-212,550.00
BANK OF AMERICA CORP	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,267,733.40	-13,518.40
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,010,000.00	-1,015,920.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	3,918,551.40	-167,504.40
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	3,918,551.40	-166,800.60
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A+	6/30/2021	5,672,673.50	0.96%	5,201,792.25	-470,881.25
CATERPILLAR FINANCIAL SERVICES CORP	1/10/2022	0.950%	1/10/2024	14913R2S5	3,100,000.00	A	3/14/2022	3,045,409.00	1.94%	3,026,933.00	-18,476.00
CATERPILLAR FINANCIAL SERVICES CORP	1/10/2022	0.950%	1/10/2024	14913R2S5	2,535,000.00	A	1/10/2022	2,534,594.40	0.96%	2,475,250.05	-59,344.35

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ELI LILLY & CO	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,190,873.15	-368,382.45
HERSHEY COMPANY	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,884,260.00	-129,780.00
HOME DEPOT INC	9/14/2017	2.800%	9/14/2027	437076BT8	7,805,000.00	A	1/27/2023	7,364,719.95	4.15%	7,262,162.25	-102,557.70
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,103,757.15	-78,203.40
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,664,650.00	-433,250.00
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,489,450.00	-419,150.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,569,850.00	-453,700.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,643,782.75	-31,217.25
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,203,905.60	-136,094.40
JPMORGAN CHASE & CO	3/13/2020	2.005%	3/13/2026	46647PBH8	2,800,000.00	A-	3/22/2022	2,712,500.00	2.84%	2,629,788.00	-82,712.00
JPMORGAN CHASE & CO	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A-	8/10/2022	3,710,746.00	3.80%	3,682,661.00	-28,085.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/10/2022	4,990,800.00	2.06%	4,752,400.00	-238,400.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	4,752,400.00	-461,050.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,277,873.75	-346,042.50
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	4,822,000.00	-519,700.00
MICROSOFT CORP	11/3/2015	3.125%	11/3/2025	594918BJ2	5,100,000.00	AAA	1/25/2023	4,940,982.00	4.33%	4,909,209.00	-31,773.00
NOVARTIS CAPITAL CORP	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,565,400.00	-73,200.00
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,673,096.00	-187,492.50
STATE STREET BANK & TR	2/7/2022	1.746%	2/6/2026	857477BR3	1,115,000.00	A	2/7/2022	1,115,000.00	1.75%	1,044,676.95	-70,323.05
STATE STREET BANK & TR	10/29/2020	2.901%	3/30/2026	857477BM4	4,250,000.00	A	3/14/2022	4,275,372.50	2.74%	4,052,970.00	-222,402.50
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,206,354.90	-361,534.60
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	906,265.80	-82,051.20
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	5,938,960.00	-160,674.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	653,769.60	-5,385.60
WAL-MART STORES INC	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,554,251.00	-457,596.00
Corporate Note				**Subtotal**	187,585,000.00			187,507,229.24		177,683,211.00	-9,824,018.24
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	1,570,727.31	AAA	4/21/2021	1,570,388.84	0.52%	1,517,998.00	-52,390.84
DISCOVER CARD EXECUTION NOTE TRUST	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	1,976,562.00	-122,988.39
HONDA AUTO RECEIVABLES OWNER T	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,550,044.70	-64,614.86
HYUNDAI AUTO RECEIVABLES TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	932,228.37	AAA	4/28/2021	932,130.30	0.38%	907,785.34	-24,344.96
HYUNDAI AUTO RECEIVABLES TRUST	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,196,034.15	-48,687.97
TOYOTA AUTO RECEIVABLES OWNER	9/27/2021	0.430%	1/15/2026	89239BAC5	2,416,365.73	AAA	9/27/2021	2,416,173.14	0.43%	2,325,727.85	-90,445.29
Asset-Backed Security				**Subtotal**	9,879,321.41			9,877,624.35		9,474,152.04	-403,472.31
TORONTO DOMINION BANK NY	10/31/2022	5.470%	10/25/2024	89115B6F2	7,270,000.00	A	10/31/2022	7,270,000.00	5.44%	7,268,182.50	-1,817.50
Certificate of Deposit				**Subtotal**	7,270,000.00			7,270,000.00		7,268,182.50	-1,817.50

City of Santa Clara Monthly Report

6/30/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.700%	7/1/2023	992995944	1,669,047.52		9/1/2020	1,669,047.52		1,669,047.52	-
LOCAL AGENCY INVESTMENT FUND		3.167%	7/1/2023		5,716,604.81		9/30/1997	5,716,604.81		5,716,604.81	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		5.240%	7/1/2023		145,430,193.95		10/4/2022	145,430,193.95		145,430,193.95	-
CALIFORNIA ASSET MANAGEMENT PROGRAM TERM		5.410%	9/6/2023		57,000,000.00		6/6/2023	57,000,000.00		57,000,000.00	-
DREYFUS TREASURY		4.980%	7/1/2023		2,230,328.82		10/31/1997	2,230,328.82		2,230,328.82	-
Cash Equivalent				**Subtotal**	212,046,175.10			212,046,175.10		212,046,175.10	-
Grand Total				**Count** **148**	998,409,496.51			990,190,523.85		953,348,441.93	(36,842,081.92)

FY 2023/24 Budget Amendments

Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Transmission System Reinforcement		3,500,000	Increases the Transmission System Reinforcement project budget for a recent settlement related to an easement acquisition of $2.8 million for the South Loop. The remaining amount will cover closing costs and future close out items that are expected during FY 2023/24 **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(3,500,000)	Decreases the Unrestricted Ending Fund balance to offset the action above **(five affirmative Council votes required for the use of unused balances)**.
	-	-	

Vehicle Replacement Fund (050)

Department/Item	Source of Funds	Use of Funds	Explanation
Capital Outlay		55,000	Increases the Capital Outlay budget to cover price increases for six electric vehicle trucks for Public Works, SVP, and Finance. These replacements were budgeted as part of the replacement schedule and will replace gasoline powered vehicles. The price increases are covered by the Greenhouse Gas program in the Electric Operating Grant Trust Fund which was already budgeted as part of the $1.5 million transfer in as part of the Adopted Budget **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(55,000)	Decreases the Unrestricted Ending Fund balance to offset the action above **(five affirmative Council votes required for the use of unused balances)**.
	-	-	

23-848 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure to Extend the Computer Aided Dispatch System Contract Term to November 30, 2024 at No Additional Cost

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center relies on a Computer Aided Dispatch (CAD) system to initiate calls for service, dispatch Police and Fire personnel and maintain the status of responding public safety units. The Police Records Unit relies on a Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice.

In June 2016, the City Council approved $3 million in funding for the CAD and RMS Upgrade project as part of the 2016/17 Adopted Capital Improvement Program Budget. On October 10, 2017, after an extensive and rigorous procurement process, Hexagon Safety & Infrastructure (Hexagon) was approved by City Council (Item #13.B6) to deliver the software, related service and materials, maintenance agreement, customer service and warranty most appropriately meeting the project deliverables identified by the City of Santa Clara for an integrated CAD and RMS solution.

Staff negotiated a six-year Master Product and Services Agreement (Master Agreement) through October 11, 2023, with a one-time cost of $2,092,335 for CAD/MPS and WebRMS software, project management, training and a one-year warranty. The warranty included maintenance costs for the first year of the contract. The contract also allowed for additional options items not to exceed $2,472,425. The Capital Improvement Project budget covered the cost for DELTAWRX services and the one-time implementation costs for the CAD/MPS and WebRMS systems.

The original Hexagon Maintenance Contract details the annual costs to support CAD functionality through terms of the Master Agreement with a one-year extended warranty and cost inflator not to exceed four percent each year through the balance of the Maintenance Contract. The reoccurring costs, such as annual maintenance and software upgrades, have been paid for from the Police Department's operating budget.

On November 5, 2018, the City of Santa Clara went live with the CAD portion of the project, which included all new Mobile Data Computers with stronger wireless infrastructure in police vehicles. The RMS portion of this project was not implemented consecutively. As a result, on November 19, 2019, Council approved Amendment No. 1 to the Master Agreement which, among other things, severed

the RMS project from the scope of the Agreement and provided the City with associated credits towards Maintenance Costs.

The terms of the Master Agreement as Amended detailed the one-time costs and Maintenance Contract highlighted the annual maintenance expenses as follows after the above actions:

Fiscal Year	Description	Original Cost including WebRMS	Cost Detailed in Amendment No. 1 without WebRMS
2017/18	One-time costs	$1,046,168	$1,046,168
2018/19	One-time costs through cutover	$1,046,168	$1,055,076*
2019/20	Annual maintenance	$422,172	0**
2020/21	Annual maintenance	$438,004	$283,343
2021/22	Annual maintenance	$454,430	$293,968
2022/23	Annual maintenance	$471,471	$304,992
2023/24	Annual maintenance	$489,151	$316,429
	TOTAL	$4,367,564	$3,299,976

**$8,908 increase due to change order following agreement execution*
*** Year 1 maintenance services were provided to the City at no cost. In addition, a $273,102 credit was applied in Year 1*

DISCUSSION

Hexagon CAD is a suite of industry-leading incident management software that features complete, integrated capabilities for call handling and dispatching, intelligent mapping, field communications, data reporting and analysis, and application integration. CAD enhances the quality and availability of critical information, providing a common operating picture for intelligent response.

The Master Agreement as Amended expires on October 11, 2023. Amendment No. 1 grants the City Year 1 maintenance services at no cost and expires in coordination with the Master Agreement. Due to mutual obligations in the Maintenance Contract, the City and Hexagon would like to amend the Master Agreement and Amendment No. 1 with Amendment No. 2 to synchronize with the Maintenance Contract expiration of November 30, 2024.

The annual maintenance costs are included in the Police Department's Operating Budget subject to the appropriation of funds and are paid on/around December 1 each year. Year 5 of the existing maintenance agreement will cover December 1, 2023 through November 30, 2024 at a cost of $316,429.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT
There is no fiscal impact to this action. Approval of this recommendation simply synchronizes the Master Agreement and Maintenance Contract through November 30, 2024. The services provided in the contract are funded in the General Fund.

COORDINATION
This report has been coordinated with the Finance Department, City Attorney's Office and Police 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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Approve and authorize the City Manager to execute Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017 to extend the contract term at no additional cost in a final form approved by the City Attorney.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS
1. Amendment No. 1 of the Master Agreement approved by City Council on November 19, 2019 (RTC 19-1253)
2. Amendment No. 2 to the Master Product and Services Agreement

19-1253 **Agenda Date: 11/19/2019**

REPORT TO CITY COUNCIL

SUBJECT

Action on Amendment No. 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure

BACKGROUND

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center relies on a Computer Aided Dispatch (CAD) system to initiate calls for service, dispatch Police and Fire personnel and maintain the status of responding public safety units. The Police Records Unit relies on a Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice. Both critical systems were nearing end-of-life, would no longer be supported by their respective vendors, and, soon, would not meet pending State and Federal hardware, software, network and security requirements.

In June 2016, the City Council approved $3 million in funding for the CAD and RMS Upgrade project as part of the 2016/2017 CIP Budget. In October 2017, after an extensive and rigorous procurement process, Hexagon Safety & Infrastructure (Hexagon) was selected to deliver the software, related service and materials, maintenance agreement, customer service and warranty most appropriately meeting the project deliverables identified by the City of Santa Clara for an integrated CAD and RMS solution.

On November 5, 2018, the City of Santa Clara went live with the CAD portion of the project, which included all new Mobile Data Computers with stronger wireless infrastructure in police vehicles. The Police Department has been very pleased with the implementation of the new CAD system. To date, however, the RMS portion of this project has not been implemented.

This RMS issue was brought before Council in closed session on January 15, 2019, at which time Council directed staff to attempt to negotiate with Hexagon the severance of the RMS portion of the Master Agreement, within certain general parameters.

DISCUSSION

Hexagon has been unable to deliver RMS according to the production schedule. In order to satisfy impending state and federal data collection deadlines, the City must find an alternate RMS solution. City staff and Hexagon senior executives have met on several occasions and have mutually agreed to amend the original contract to a CAD only purchase. The terms of the amended Agreement include:

- Releasing each party from all obligations and liabilities pertaining to RMS and Field Based Reporting software
- Conclusion of the extended warranty for remaining CAD related subsystems on November 4,

2019

- Development, implementation and provision of software and services needed by the City for an interface between the remaining subsystems and the new RMS solution procured by the City, at no cost to the City
- Provide at no cost to the City 15 I/Net Viewer licenses for its production environment until such time the City's chosen replacement RMS solution is live and fully accepted by the City
- Hexagon shall be entitled to retain all previous payments in the amount of $1,050,621 for performance related with CAD, Mobile for Public Safety and Mobile Responder software delivered to date
- Relieve the City of paying Hexagon $632,154 for milestones related with RMS
- Remotely access the City's network within ten (10) days following execution of this Amendment to delete such software, documentation and related materials
- Hexagon shall provide the City with a credit in the amount of $273,102 towards Year 1 recurring costs (maintenance expenses related to the CAD system), such that Year 1 maintenance services are provided to the City at no cost

The terms of the proposed Amendment, outlined above, fall within the general parameters of Council direction to staff.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The City Council approved $3 million in the FY 2016/17 Capital Improvement Program Budget for the CAD/RMS Upgrade project. Through the writing of this report, a balance of $1,393,944 remains in the CAD/RMS CIP project budget. Of this amount, $154,011 is committed to pay for the City's consultant's work on this project. The total amount expended for the new RMS shall not exceed the remaining project balance to fund the one-time costs.

Annual maintenance costs will be included in the Operating Budget subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and Police 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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve and authorize the City Manager to execute Amendment Number 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017.

Reviewed by: Daniel Winter, Assistant Chief of Police
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment #1 to Master Product and Services Agreement, dated October 12, 2017

AMENDMENT NUMBER 1 TO
MASTER PRODUCT AND SERVICES AGREEMENT
DATED OCTOBER 12, 2017

This Amendment Number 1 ("Amendment") to Order 1 ("Order 1") and Order 2 ("Order 2" and collectively with Order 1, the "Orders") under that certain Master Agreement (the "Agreement") dated October 12, 2017 by and between Intergraph Corporation doing business as Hexagon Safety & Infrastructure, ("Hexagon") and the City of Santa Clara, California (the "City"), is effective as of the date this Amendment is executed by both parties (the "Effective Date") and modifies the Orders and Agreement as follows:

RECITALS

NOW WHEREAS, Hexagon and the City entered into to the Agreement and the Orders to implement, license, and maintain the following subsystems and their related interfaces: Computer Aided Dispatch ("CAD"), Mobile for Public Safety ("MPS"), Mobile Responder ("MR"), in PURSUIT WebRMS ("WebRMS"), inPURSUIT WebRMS FBR ("FBR")(collectively the "Solution");

WHEREAS, Hexagon and the City have each performed some, but not all, of their respective obligations under Order 1, and Order 2 has not yet commenced;

WHEREAS, the City has informed Hexagon it desires to discontinue the implementation of WebRMS and FBR;

WHEREAS, CAD, MPS, and MR ("Remaining Subsystems") have cutover to live production use and been accepted by the City, and Hexagon acknowledges and agrees that it has been paid in full by City for the work it has done to date on the Remaining Subsystems under Order 1;

WHEREAS, it is the express mutual intent of the Parties through this Amendment to the Agreement and Orders to separate to the fullest extent possible the Parties respective contractual rights and responsibilities pertaining to WebRMS and FBR from the Remaining Subsystems, such that the Parties discontinue implementation of WebRMS and FBR Hexagon acknowledges and agrees to discontinue implementation of WebRMS and FBR in consideration for the mutual promises contained herein;

WHEREAS, the parties desire to modify the Agreement and Orders pursuant to Section 2.3 of the Agreement, reflecting: the removal of the parties' remaining obligations to complete implementation of WebRMS and FBR; the updated project schedule for the removal of WebRMS and FBR from City hardware; and the remaining payment obligations and future maintenance pricing for the Remaining Subsystems; and

WHEREAS, the parties seek to amicably address and resolve all disputes pertaining to WebRMS and FBR.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing Recitals which are fully incorporated herein, and the mutual promises and agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, Hexagon and the City hereby agree as follows:

1. **WebRMS/FBR Discontinuance.** As part of this Amendment and in accordance with its terms, each party is released from any and all obligations and liabilities pertaining to WebRMS and FBR. Without limiting the foregoing and for purposes of clarity:

   a. Any and all references in the Agreement to inclusion of WebRMS and FBR in its terms shall be deleted;

   b. Any and all dependencies and conditions pertaining to WebRMS and FBR set forth in Order 1 and Exhibits and Attachments thereto are deleted;

   c. Any and all requirements related to delivery or implementation of WebRMS or FBR set forth in Order 1 are deleted;

   d. Any and all requirements to develop, implement, or maintain interfaces to or from WebRMS or FBR ("WebRMS Interfaces") are deleted;

   e. Any and all requirements under Order 2 to maintain and/or support WebRMS and components of the WebRMS Subsystem as listed in Table 3 of Exhibit B of Order 1 ("WebRMS Software"), FBR related software as listed in Table 4 of Exhibit B of Order 1 ("FBR Software"), and WebRMS Interfaces as listed in Table 5 of Exhibit B of Order 1 are deleted;

   f. Any and all requirements contained within the Agreement and Orders (including Exhibits and Attachments) applicable to the City or its staff related to WebRMS and FBR, including but not limited to customer responsibilities and payments, are deleted; and

   g. In addition to the specific deletions set forth above, all remaining terms of the Agreement and Orders (including Exhibits and Attachments) shall be read to effectuate the intent of the parties in this Amendment, as set forth in the Recitals above.

2. **Remaining Tasks in Order 1**. With the removal of WebRMS and FBR from the Solution, the Parties acknowledge that Order 1 shall be fully performed and complete upon the completion of the following tasks and events:

   a. Conclusion of the Extended Warranty for Remaining Subsystems on November 4, 2019;

   b. Creation and execution of an Order for the development, implementation, and provision of software and services needed by the City for an interface between the Remaining Subsystems and the new records management system solution procured by the City, at no cost to City. The City would be responsible for paying for maintenance for the new interface from its eventual RMS vendor and contracting with its RMS vendor for any software and services the RMS vendor may need to provide for such integration on its side.

Subject to the formation of a reasonable non-disclosure agreement between Hexagon and the City's RMS vendor and the conditions above, Hexagon agrees to work cooperatively with the City and the third-party vendor's team to develop Hexagon's portion of an interface between I/CAD and the City's eventual records management system. Also subject to the non-disclosure agreement, Hexagon will provide to the new RMS vendor the information necessary for the new RMS vendor to complete its portion of the interface. This shall be at no cost to the City.

Hexagon agrees to continue providing at no cost to City fifteen (15) I/NetViewer licenses ("I/NetViewer Licenses") for its production environment to the City until such time as the City's chosen replacement RMS solution has cutover to live production use and is fully accepted by City. Those licenses are provided on a term basis and subject to the End User License Agreement set forth in Exhibit B of the Agreement. The City acknowledges the I/NetViewer Licenses are presently set to expire on December 31, 2019. To the extent the City's new RMS system has not cutover by November 30, 2019, the City shall request from Hexagon in writing for Hexagon to extend the term of the I/NetViewer Licenses by one (1) additional year. Hexagon shall extend the term of the I/NetViewer Licenses upon receipt of the request for an additional one (1) year. On an annual basis in the same manner as described above, the City may request Hexagon extend the term for successive years (on an annual basis) for the I/NetViewer Licenses. Hexagon shall extend the City license to the I/NetViewer Licenses upon receipt of such request.

3. **Past Payments.** Hexagon shall be entitled to retain all amounts previously paid by the City under Order 1 in consideration for performance related to CAD, MPS, and MR software delivered to date. The Parties agree that the City bears no further responsibility for any payments to Hexagon under Order 1, and Hexagon unequivocally waives all rights thereto.

4. **Updated Order 1 Payment Milestone Schedule.** Reflecting the removal of WebRMS and FBR, Exhibit C of Order 1 is modified such that payments due upon completion of the Tasks identified below are deleted in their entirety:

a. Upon Completion of Factory Acceptance Testing (FAT) and Providing FAT Report for WebRMS ($104,616.73)
b. Upon Completion of SAT 1 Testing and Providing SAT 1 Report for WebRMS ($104,616.73)
c. Upon Cutover of WebRMS Subsystem ($104,616.73)
d. Upon Completion of Reliability Period for WebRMS Subsystem ($313,850.18)
e. Change Order #2 to Order #1: Upon Completion of SAT2 Task ($4,454.26)

For purposes of clarity, the City is relieved of its obligation to pay Hexagon $632,153.62 associated with the Order 1 Payment Milestones listed above. Updates to Order 2 are set forth in paragraph 6 below.

5. **Deletion of WebRMS and FBR Software**. As part of the removal of the

WebRMS and FBR from the Solution, the City shall permit Hexagon within ten (10) business days following execution of this Amendment to remotely enter the City's network and hardware and delete such software, documentation, and related materials. The City also relinquishes any and all rights, including, but not limited to license rights, it had in and to the WebRMS Software, the FBR Software, the WebRMS Interfaces, and documentation or other intellectual property created by Hexagon regarding WebRMS and FBR. Hexagon will work with the City to:

- Remove any WebRMS/FBR applications from City hardware
- Remove any WebRMS/FBR related configurations, software, integrations and services.
- Ensure iCAD is not affected by the removal of the above.
- Provide a list of Hexagon employees to be removed from the City's environment.

6. **Maintenance Payments and Credits to the City.** Reflecting the removal of WebRMS Software, FBR Software, and WebRMS Interfaces the pricing for Order 2 is revised as follows in the updated Form R set forth below. The price in Updated Form R reflects maintenance services for the Software listed in the updated tables from Form N attached hereto as Schedule 1.:

UPDATED FORM R

	Recurring Cost Year 1	Recurring Cost Year 2	Recurring Cost Year 3	Recurring Cost Year 4	Recurring Cost Year 5
Hardware Maintenance	N/A	N/A	N/A	N/A	N/A
System Software Maintenance	N/A	N/A	N/A	N/A	N/A
Application Software Maintenance (excluding taxes)	272577	282792	293389	304384	315791
Other Recurring Costs (Escrow) (excluding taxes)	525	551	579	608	638
Total Annual Recurring Costs (excluding taxes)	273102	283343	293968	304992	316429
Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Subtotal Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Amendment 1 Credit	-273102				
Total Annual Recurring Costs (Including Options)	0	283343	293968	304992	316429

As reflected above, Hexagon shall provide City with a credit in the amount of $273,102 towards Year 1 Recurring Costs (including Options) such that Year 1 maintenance services are provided at no cost to City. This credit is limited to the amount above and would not be increased in the event the City purchases additional software from Hexagon or which it desires maintenance during Year 1. Subject to the terms of the Agreement, as modified in this Amendment, Hexagon shall provide maintenance services to the City in accordance with Order 2.

7. **Non-Disparagement.** As it relates to the Agreement, including Order 1 and Order 2, each party shall refrain from purposely issuing any press release, making any public statement, or making any statement directly, or through an intermediary, that is likely to become public, to the extent such press release or statement relates to the other party and is untrue or derogatory; provided however, the foregoing prohibition shall not prohibit the other party from defending itself against any public statements that would otherwise violate this clause. The parties also acknowledge and affirm that notwithstanding any previous communications to the contrary, WebRMS and FBR implementation and maintenance services are being removed for the mutual convenience of the parties. Nothing herein shall prevent the City from taking any action required by law (in particular, as requires by the California Public Records Act) or presenting this Amendment in a public meeting for approval, and providing the necessary information to the public and elected officials.

8. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. This Amendment shall not be amended or modified, except by a writing executed by Hexagon and the City. Notwithstanding the foregoing, the Updated Project Schedule may be updated from time to time by mutual consent of both parties in the manner prescribed in the Order.

9. **Independent Review.** Hexagon and the City acknowledge and agree neither has relied upon a representation or statement made by the other party in determining to enter into this Amendment. Each party represents and warrants that the party has independently determined, in consultation with counsel, that the dispute resolution represented by this Amendment is in the best interest of the party.

10. **Authority.**
    a. The individual executing this Amendment on behalf of a Hexagon individually represents and warrants that said individual is duly authorized to execute this Amendment on behalf of Hexagon.
    b. The individual executing this Amendment on behalf of the City represents and warrants that said individuals are duly authorized to execute this Amendment and bind the City.

11. **Miscellaneous.**
    a. In the event of any inconsistency between the terms of this Amendment and the Orders, the terms of this Amendment shall govern and control.
    b. Hexagon and the City each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Orders and Agreement, and except as modified hereby, all other terms and conditions of the Order and Agreement shall remain in full force and legal effect.
    c. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original and all of which when taken together, shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto.

APPROVED AS TO FORM: Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INTERGRAPH CORPORATION d/b/a HEXAGON SAFETY & INFRASTRUCTURE

Dated: 10.02.19
By: Debra T Huser
Name: Debra T. Huser
Title: Finance Director

Local Address: 305 Intergraph Way, Madison, Alabama 35758

"HEXAGON"

DocuSign Envelope ID: 70A3ECE4-08B5-47FB-95A3-EC604EAF32AC

AMENDMENT NUMBER 2 TO THE MASTER PRODUCT AND SERVICES AGREEMENT DATED OCTOBER 12, 2017

This amendment ("Amendment") modifies the Master Product and Services Agreement between the City of Santa Clara ("City") and Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial Division ("Hexagon"), dated October 12, 2017 (the "Master Agreement").

WHEREAS, Hexagon and the City previously executed the Master Agreement with expiration date October 11, 2023;

WHEREAS, Hexagon and the City executed Amendment Number 1 to the Master Agreement on December 2, 2019, which, among other things, modified Orders 1 and 2 under the Master Agreement ("Master Agreement as Amended");

WHEREAS, Order Number 2 provided for Maintenance Services for five years following the conclusion of the Subsystem Extended Warranty Period and is set to end on November 30, 2024;

WHEREAS, the Parties desire to amend the Master Agreement as Amended in order to synchronize the expiration of the Master Agreement as Amended with the conclusion of Order Number 2;

NOW THEREFORE, in consideration of the mutual promises hereof, and the mutual obligations in the Master Agreement as Amended and as further amended herein, the City and Hexagon agree to the following:

1. Section 5.1 is deleted and replaced with the following:

   The Term of this Agreement shall begin on the Effective Date and remain in effect until November 30, 2024, or until the Agreement is earlier terminated pursuant to a section below.

2. The City and Hexagon each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Master Agreement as Amended, and except as modified hereby, all other terms and conditions of the Master Agreement as Amended shall remain in full force and legal effect.

[The remainder of this page is left intentionally blank.]

DocuSign Envelope ID: 70A3ECE4-08B5-47FB-95A3-EC604EAF32AC

In Witness Whereof, the Parties have entered into the Agreement as of the date stated herein:

City of Santa Clara	**Intergraph Corporation**
	DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3...
Authorized Signature	Authorized Signature
Printed Name	Tiffany Taylor Printed Name
City Manager Title	Americas Finance Director Title
Date	July 20, 2023 Date

Approved as to Form:

City Attorney

23-116 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action Authorizing the City Manager to Execute Amendment No. 2 to the Agreement with Nalco Company LLC for Water Treatment Services for Silicon Valley Power at Power Plants and to Extend the Term Through December 31, 2023, With No Change to the Maximum Compensation

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara, Silicon Valley Power (SVP), administers a comprehensive water treatment program at the Donald Von Raesfeld (DVR) and Cogeneration #1 (Cogen) power plants to comply with safety and environmental requirements, maximize plant reliability and availability, and extend the life of the assets by preventing corrosion.

SVP utilizes a third-party service provider to perform water quality tests, chemical delivery, inventory management, and onsite/offsite laboratory analysis services in support of its water treatment program. The contract with the current service provider, Nalco Company LLC (Nalco), was entered in 2018. In August 2021, the City Council approved Amendment No. 1 to extend the term by two years and increase the compensation by $470,215 for a revised not-to-exceed amount of $900,000.

The agreement with Nalco is set to expire on August 31, 2023. The purpose of this report is to request City Council approval to extend the term of the agreement through December 31, 2023, with no change to the maximum compensation.

DISCUSSION
In May 2023, staff issued a Request for Proposals (RFP) soliciting proposals from qualified vendors to provide water treatment services. The evaluation committee is currently in the final vendor selection process and requires additional time to complete the RFP process. As such, staff is requesting approval to execute Amendment No. 2 to the agreement to extend the term to December 31, 2023.

The rates for the extended term will remain unchanged. Furthermore, the agreement has sufficient funds for the services through December 2023, so no additional compensation is being requested.

Approval of this recommendation will allow staff time to complete the RFP process and avoid interruption in the services that are critical to SVP's operations. Staff will return to the City Council for approval of the new agreement with the selected vendor in the November/December 2023 timeframe.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(5) of Title 14 of the California Code of Regulations in that it is an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

There is sufficient authorized funding in the existing agreement for the extended term. Sufficient funds are available in the FY 2023/24 Adopted Biennial Operating Budget in the Generation and Pumping Expense allocation for the asset requiring products or services.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 2 to the Agreement for the Performance of Services with Nalco Company, LLC for water treatment services for Silicon Valley Power at power plants and to extend the term through December 31, 2023, with no change to the maximum compensation of $900,000; and
2. Authorize the City Manager to make minor changes to the attached proposed amendment subject to review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Original Agreement with Nalco Company, LLC DVR
2. Original Agreement with Nalco Company, LLC Cogen
3. Amendment No. 1 with Nalco Company, LLC
4. Proposed Amendment No. 2 with Nalco Company, LLC

APPROVED
by Council
8/28/18

18-1079 **Agenda Date: 8/28/2018**

REPORT TO COUNCIL

SUBJECT
Action on an Agreement for the Performance of Services with Nalco Company, LLC to Provide Water Treatment Services at the Donald Von Raesfeld (DVR) Power Plant

BACKGROUND
In order to maximize the asset life of the Donald Von Raesfeld (DVR) Power Plant and associated equipment, it is necessary to have in place a proper water treatment chemical program. This treatment program is specialized and specific to the machinery, operating profile, and regulatory requirements at the DVR Power Plant.

DISCUSSION
In November 2017, Silicon Valley Power (SVP) prepared an RFP which included posting on the City website and the solicitation of three industry known service providers. SVP received three qualified proposals. Staff reviewed each proposal to determine overall best value including cost and experience with similar facilities reducing the risk of equipment damage and higher maintenance costs due to corrosion and scale build-up. Nalco was selected as the provider based on the criteria, value, and expertise.

Staff proposes to enter into a three (3) year agreement with Nalco Company, LLC to provide chemicals, services, and a quality water treatment program that is economical and effective. Without a proper chemical program to protect the equipment from scaling and pitting, the life of the equipment would be reduced.

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 total cost of this Agreement for the Performance of Services with Nalco Company, LLC shall not exceed $143,261 for the first year, for a total not-to-exceed amount of $429,785 over a three (3) year term. Sufficient funds are available in the Electric Department Operating Generation Pumping Expense account.

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve an Agreement for the Performance of Services with Nalco Company, LLC to provide water treatment services in an amount not-to-exceed $429,785 over a three (3) year period.

Reviewed by: John C. Roukema, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for the Performance of Services with Nalco Company, LLC

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NALCO COMPANY LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Nalco Company LLC, a Delaware limited liability company, with its principal place of business located at 1601 W. Diehl Road, Naperville, Illinois 60563 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and 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 professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose expressed in this Agreement, shall be free from defect for twelve (12) months following delivery, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City. Contractor's liability under this warranty is limited to replacement of nonconforming product, repair, or replacement of defective items, or, a refund of or invoice credit for the product price. The water treatment program does not cover, and Contractor makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. Contractor shall not be liable for any failure caused by the City's failure to follow Contractor's written instructions. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Notwithstanding anything to the contrary contained herein or otherwise, in no event shall either party be liable for any special, consequential or indirect damages.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of

action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. 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, however, to manage its

employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties. Notwithstanding anything to the contrary contained in this Agreement or otherwise, Contractor shall not transfer any ownership of rights in Contractor's intellectual property. Only ownership of work product created by Contractor exclusively for the City will transfer to the City for use at the site.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in

connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder. Notwithstanding anything to the contrary contained herein or otherwise, in no event shall the City or its designated representative have the right to audit, inspect or duplicate any of Contractor's confidential or proprietary information that is not directly related to this Agreement.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any third party claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for personal injury, including death, or physical property damage and for which City shall become liable to the extent caused by Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Nalco, Company, LLC
1601 W. Diehl Road
Naperville, Illinois 60563
or by facsimile at (630) 305-2906

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

(Continued on Page 10 of 10)

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

Dated: 5/31/18

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

NALCO COMPANY LLC
a Delaware limited liability company

Date: 5-18-2018

By: Mark Kinerk
MARK KINERK
Title: Assistant Vice President - Sales
Address: 1601 W. Diehl Road
Naperville, IL 60563

Telephone: 630-305-1000
Fax: 630-305-2906

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described as Specialty Chemical Products and Services for the water treatment systems at the Donald Von Raesfeld Power Plant.

On-Going Service Responsibilities

- Develop and Manage Operator Logsheets and Electronic Database for Wet Chemistry Data Management.
- Develop and Maintain a Program Administration Manual and Test Procedures Manual
- Help DVR Operators to setup and maintain an on-site Water Testing Lab. Emergency Response to Plant Problems and Questions 24 hrs/day, 7 days per week.
- Annual Operator Training to cover Water Treatment Philosophy, Best Practices, Chemical Safety, and Troubleshooting.
- Equipment inspections during plant maintenance outages.
- Annual Business Reviews.

Bi-Weekly Service Visits

- Review chemistry trends from PI system.
- Inventory treatment chemicals.
- Attend Operations meetings as needed.
- Help Operations to find and implement cost saving projects.
- Document findings and recommendations in a written service report to be distributed via email. Reports will be issued within 48 hours of the visit.

Offsite Analytical Services

Nalco will be providing the following testing services at no additional charge for the duration of the contract.

- Quarterly Legionella Testing for Cooling Tower.
- A complete Cation, Anion Mineral Analysis of the Reclaimed Water at least twice per year.
- Mineral Analysis, Particle Analysis and/or Bacteria Analysis for On-going Troubleshooting.
- Deposit Analysis from Boiler and/or Cooling Tower deposits removed during inspections.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBITB

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred twenty-nine thousand seven hundred eighty-five dollars and forty five cents ($429,785.45), subject to budget appropriations.

Transportation and Energy fees estimated at $1,000.00 per year.

Pricing will not exceed 5% per year if necessary for years two (2) and three (3).

In addition to any periodic price adjustment provided for in this Agreement, Nalco Water may increase the prices for the Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Nalco of at least seven (7%) percent and sustained over a three month period. In case of such an Extraordinary Inflationary Disruption, Nalco Water may increase the price of the Products up to the full amount of the increase in its costs (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If Nalco Water's costs decline back to a baseline level, Nalco Water is allowed to maintain product prices at the elevated level for the same period of time Nalco Water previously maintained pricing prior to the hardship price increase.

Nalco Company LLC has determined that its Water Chemical Applications, pricing and products are considered confidential information which are pages 2 and 3 attached to Exhibit B.

AGREEMENT FOR THE PERFORMACE OF SERVICES

BY AND BETWEEN THE

CITY OF SANTA CLARA, CALIFORNIA,

AND

NALCO COMPANY LLC

EXHIBIT B

FEE SCHEDULE

Pages 2 and 3 of the Fee Schedule are considered Confidential.

This Page Contains Confidential Information (Not for Public Distribution)

Attachment A. Silicon Valley Power DVR Plant Nalco Water Chemical Applications

Application Point	Application Description	Basis for Calculating Annual Quantity	Nalco Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price	Quantity per Container or Delivery	Lbs/yr	Gallons Per Year	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG 1&2 HP Drum	Corrosion Inhibitor	Annual Ave BD rate of 11 gpm	BT-3000	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	5%	0.4 ppm	Ortho Phosphate	$ 2.99	55 gallons	144	5	0.1	$ 430.56
Cooling Tower	Mineral Dispersant	Annual Ave BD rate of 91 gpm	3DT120	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	25 ppm	Nalco Active Polymer	$ 2.06	200 gallons	20917	1054	5.3	$ 43,089.18
	Corrosion Inhibitor	Annual Ave BD rate of 91 gpm	3DT179	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	20 ppm	Total Phosphate	$ 2.19	200 gallons	16734	769	3.8	$ 36,646.72
	Antifoam	Annual Ave BD rate of 91 gpm	71DS Plus	55-gallon Drum	Drop Off Delivery	88%	As needed	Visual - Subjective	$ 2.38	55 gallons	827	55	1.0	$ 1,968.21
	Bio-Dispersant	Dosed Twice Per Year During Tower Cleaning	73550	5-gallon Pail	Drop Off Delivery	52%	2.5 per dose	N/A	$ 4.09	5 gallons	96	5	1.0	$ 394.24
Ultrafilter	Filter Aid	Annual Ave Flow Rate 190 gpm	8131	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	50%	8 ppm	RO Feed SDI	$ 1.38	200 gallons	13975	545	2.7	$ 19,286.01
	Low pH Cleaner	2 Offline Cleanings per year	8944	5-gallon Pail	Drop Off Delivery	49%	2.5 gallons per cleaning batch	pH	$ 4.15	5 gallons	109	5	1.0	$ 451.00
RO System	Mineral Dispersant	Annual Ave Flow Rate 170 gpm	PC-191T	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	36%	4 ppm	Nalco TRASAR Test	$ 1.86	200 gallons	6252	262	1.3	$ 11,628.98
	Non-Oxidizing Biocide	Annual Ave Flow Rate 170 gpm	PC-11	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	20%	80 ppm for 3 Hours/week	No Test Available, Use RO Membrane Fouling to determine success	$ 4.34	55 gallons	2227	102	2.0	$ 9,664.26
	High pH Cleaner	2 Offline Cleanings per year 1st Pass	PC-98	5-gallon Pail	Drop Off Delivery	28%	15 gallons per cleaning batch	pH	$ 3.61	5 gallons	535	30	4.0	$ 1,933.16
	Low pH Cleaner	1 Offline Cleaning per year Second Pass	PC-77	5-gallon Pail	Drop Off Delivery	5%	15 gallons per cleaning batch	pH	$ 2.86	5 gallons	310	15	4.0	$ 887.39

Total Annual Expected Chemical Cost	$ 126,380
Total Annual Fixed Service Fee ($750/month)	$ 9,000
Total Cost of Nalco Portafeed Basetank Installation	$ -
Total Annual Cost of 3DTRASAR Cooling Water Automation Equipment	$ -
Offsite Analytical Testing (Legionella, Mineral Analysis, Particle Analysis)	$ -
Total Annual Cost	$ 135,380

Information listed in the chart above contains Confidential Information Regarding Nalco's Products. It is not for Public Distribution.

Annual Price Adjustment Formula

To ensure chemical costs at DVR are controlled and Nalco is fairly compensated during the remainder of the contract period, we propose the API index detailed below to determine pricing going forward. This price adjustment will be evaluated annually and become effective on the anniversary of the contact inception. The basis of this formula is that we will only request a price increase if our own internal costs have increased over time.

Alliance Price Index (API). Nalco developed this index for use in longer-term agreements as a standardized method of adjusting chemical pricing. This API is a blend of nationally published pricing indices that reflects Nalco's cost of manufacturing and servicing our chemical products.

Chemical fees will be adjusted annually based on economic and industrial price statistics obtained from the Bureauu of Labor Statistics using the "Index Price Adjustment Formula" below. Nalco will proved thirty (30) days written notice of such adjustment. Pricing adjustments will only apply to future purchase orders, and implementing any pricing adjustment.

The Current Index Value of each index is the average value of the index for the most recent 12 months (for which data is published) preceding each price adjustment date.

Prices will be adjusted using the blend of 5 published indices below:

- Sales Engineer Median Hourly Salary (SOC419031)
- PPI Industrial Chemicals & Allied Products (WPU061)
- Surface Active Agents (WPU067905)
- Alkalies and Chlorine (WPU061303)
- Chemical Manufacturing (PCU325)

The website to access the indices is http://data.bls.gov/cgi-bin/srgate. Any changes to the data source or indices shall be agree upon by both parties.

%Price Adjustment = (40% x %Change in Service) + (60% x %Change in Product)

Where %Service Change and %Product Change are defined as:

%Change in Service = %Change in Sales Engineer Median Hourly Salary (SOC 419031)

%Change in Product = Sum of...

- 12% x % Change in Chemical & Allied Industrial Chemicals (WPU061)
- 9% x % Change in Surface Active Agents (WPU067905)
- 6% x % Change in Alkalies and Chlorine (WPU061303)
- 33% x % Change in Chemical Manufacturing (PCU325)

Price changes will be implemented on the anniversary of each year of the contract. The baseline period will be Sept 2016 thru Aug 2017, which is when initial pricing was established above.

Hardships:
In the event an individual product or raw material has a significant increase in cost, Nalco Water may increase the prices for the specific Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Nalco of at least seven (7%) percent and sustained over a three-month period. In case of such an Extraordinary Inflationary Disruption, Nalco Water may increase the price of the Products up to the full amount of the increase in its costs (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If Nalco Water's costs decline back to a baseline level, Nalco Water is allowed to maintain product prices at the elevated level for the same period of time Nalco Water previously maintained pricing prior to the hardship price increase. Full disclosure of the product cost information will be shared with Silicon Valley Power prior to any Hardship adjustment and Nalco will work in good faith to find cost effective alternatives in place of the adjustment.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting or expanding the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each Occurrence
   $3,000,000 General Aggregate
   $3,000,000 Products/Completed Operations Aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   b. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents, except to the extent of City's negligence.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds to the extent of Contractor's indemnification obligations in respect to liability arising out of Contractor's work for City.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it, to the extent of Contractor's indemnification obligations, primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such cancellation.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance, for example insurance has expired or lapsed, with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the applicable endorsements and related policy language. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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NALCO COMPANY LLC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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NALCO COMPANY LLC

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

NALCO COMPANY LLC
a Delaware limited liability company

By: Mark Kinerk
Signature of Authorized Person or Representative

Name: MARK KINERK

Title: Assistant Vice President - Sales

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

State of Illinois

County of DuPage

The foregoing instrument was acknowledged before me this 18th day of May, 2018, by Mark Kinerk who is personally known to me.

Signed and Sworn before me

Notary Public / Dated

OFFICIAL SEAL
LIANA PODMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES.11/07/21

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

APPROVED
City Council
8/28/18

18-1080 **Agenda Date: 8/28/2018**

REPORT TO COUNCIL

SUBJECT
Action on an Agreement for the Performance of Services with Nalco Company, LLC to Provide Water Treatment Services at the Cogeneration Facility (CoGen)

BACKGROUND
In order to maximize the asset life of the Cogeneration Facility (CoGen), it is necessary to have in place a proper water treatment chemical program. Since 2005, Nalco Company, LLC (Nalco) has been providing chemical products and equipment to optimize the use of the chemicals while meeting or exceeding expectations for equipment corrosion and scale build-up.

DISCUSSION
In November 2017, Silicon Valley Power (SVP) prepared an RFP which included posting on the City website and the solicitation of three industry known service providers. SVP received three (3) qualified proposals. Staff reviewed each proposal to determine overall best value including cost and experience with specific treatment requirements at SVP facilities reducing the risk of damage to equipment and additional maintenance costs due to corrosion and scale build-up Nalco was selected as the provider based on the criteria, value, and expertise.

Staff proposes entering into a three (3) year agreement with Nalco Company, LLC to ensure water treatment stays in line with appropriate technical and regulatory specifications. This water treatment program provides program development, program maintenance through bi-weekly service visits, SVP employee training, and semi-annual equipment and machinery inspections.

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 total cost of this Agreement for the Performance of Services with Nalco shall not exceed $54,645 for the first year for a total not-to-exceed amount of $163,933 over a three (3) year term. Sufficient funds are available in the Electric Department Operating Generation Pumping Expense account.

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve an Agreement for the Performance of Services with Nalco Company, LLC to provide water treatment services in an amount not-to-exceed $163,933 over a three (3) year term.

Reviewed by: John C. Roukema, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for the Performance of Services with Nalco Company, LLC

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NALCO COMPANY LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Nalco Company LLC, a Delaware limited liability company, with its principal place of business located at 1601 W. Diehl Road, Naperville, Illinois 60563 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and 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 professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose expressed in this Agreement, shall be free from defect for twelve (12) months following delivery, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City. Contractor's liability under this warranty is limited to replacement of nonconforming product, repair, or replacement of defective items, or, a refund of or invoice credit for the product price. The water treatment program does not cover, and Contractor makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. Contractor shall not be liable for any failure caused by the City's failure to follow Contractor's written instructions. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Notwithstanding anything to the contrary contained herein or otherwise, in no event shall either party be liable for any special, consequential or indirect damages.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of

action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. 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, however, to manage its

employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties. Notwithstanding anything to the contrary contained in this Agreement or otherwise, Contractor shall not transfer any ownership of rights in Contractor's intellectual property. Only ownership of work product created by Contractor exclusively for the City will transfer to the City for use at the site.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in

connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder. Notwithstanding anything to the contrary contained herein or otherwise, in no event shall the City or its designated representative have the right to audit, inspect or duplicate any of Contractor's confidential or proprietary information that is not directly related to this Agreement.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any third party claim, injury, liability, loss; cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for personal injury, including death, or physical property damage and for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Nalco Company LLC
1601 W. Diehl Road
Naperville, Illinois 60563
or by facsimile at (630) 305-2906

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

(Continued on Page 10 of 10)

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

for BRIAN DOYLE
City Attorney

Dated: 5/31/18

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

NALCO COMPANY LLC
a Delaware limited liability company

Date: 5-18-2018

By: Mark Kinerk

MARK KINERK
Title: Assistant Vice President - Sales
Address: 1601 W. Diehl Road
Naperville, IL 60563

Telephone: 630-305-1000
Fax: 630-305-2906

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described as Specialty Chemical Products and Services for the water treatment systems at the Co-Generation Power Plant.

On-Going Service Responsibilities

- Develop and Manage Operator Log sheets and Electronic Database for Wet Chemistry Data Management.
- Develop and Maintain a Program Administration Manual and Test Procedures Manual
- Help DVR Operators to setup and maintain an on-site Water Testing Lab. Emergency Response to Plant Problems and Questions 24 hrs/day, 7 days per week.
- Annual Operator Training to cover Water Treatment Philosophy, Best Practices, Chemical Safety, and Troubleshooting.
- Equipment inspections during plant maintenance outages.
- Annual Business Reviews.

Bi-Weekly Service Visits

- Review chemistry trends from PI system.
- Inventory treatment chemicals.
- Attend Operations meetings as needed.
- Help Operations to find and implement cost saving projects.
- Document findings and recommendations in a written service report to be distributed via email. Reports will be issued within 48 hours of the visit.

Offsite Analytical Services

Nalco will be providing the following testing services at no additional charge for the duration of the contract.

- Mineral Analysis, Particle Analysis and/or Bacteria Analysis for On-going Troubleshooting.
- Deposit Analysis from Boiler deposits removed during inspections.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANYLLC

EXHIBITB

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred sixty-three thousand nine hundred thirty-two dollars and fifty-six cents ($163,932.56), subject to budget appropriations.

Transportation and Energy fees estimated at $500.00 per year.

Pricing will not exceed 5% per year if necessary for years two (2) and three (3).

In addition to any periodic price adjustment provided for in this Agreement, Nalco Water may increase the prices for the Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Nalco of at least seven (7%) percent and sustained over a three month period. In case of such an Extraordinary Inflationary Disruption, Nalco Water may increase the price of the Products up to the full amount of the increase in its costs (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If Nalco Water's costs decline back to a baseline level, Nalco Water is allowed to maintain product prices at the elevated level for the same period of time Nalco Water previously maintained pricing prior to the hardship price increase.

Nalco Company LLC has determined that its Water Chemical Applications, pricing and products are considered confidential information which are pages 2 and 3 attached to Exhibit B.

AGREEMENT FOR THE PERFORMACE OF SERVICES

BY AND BETWEEN THE

CITY OF SANTA CLARA, CALIFORNIA,

AND

NALCO COMPANY LLC

EXHIBIT B

FEE SCHEDULE

Pages 2 and 3 of the Fee Schedule are considered Confidential.

This Page Contains Confidential Information (Not for Public Distribution)

Appendix A. City of Santa Clara Cogen Chemical Applications

Application Point	Application Description	Basis for Calculating Annual Quantity	Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price	Quantity per Container or Delivery	Lbs/Yr	Galons per Year	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG #1 and #2	Scale Inhibitor	Average BFW Flow Rate of 82 gpm (6 cycles of concentration and 0.5 ppm Hardness on average)	22310	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	12 ppm	Nalco TRASAR Hand-held Test	$ 1.75	200 gallons	13355	1346	6.7	$ 23,371.96
	Oxygen Scavenger	Average BFW Flow Rate of 82 gpm (6 cycles of concentration, 25 ppm Sulfite Residual in Boilers)	1720	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	20 ppm	Sulfite Residual - Titration	$ 1.13	200 gallons	22259	2146	10.7	$ 25,152.68

Total Annual Chemical Cost	$ 48,525
Annual Service Fee ($250/month)	$ 3,000
Total Annual Cost	$ 51,525

Information listed in the chart above contains Confidential Information Regarding Nalco's Products. It is not for Public Distribution.

Annual Price Adjustment Formula

To ensure chemical costs at Cogen are controlled and Nalco is fairly compensated during the remainder of the contract period, we propose the API index detailed below to determine pricing going forward. This price adjustment will be evaluated annually and become effective on the anniversary of the contact inception. The basis of this formula is that we will only request a price increase if our own internal costs have increased over time.

Alliance Price Index (API). Nalco developed this index for use in longer-term agreements as a standardized method of adjusting chemical pricing. This API is a blend of nationally published pricing indices that reflects Nalco's cost of manufacturing and servicing our chemical products.

Chemical fees will be adjusted annually based on economic and industrial price statistics obtained from the Bureaun of Labor Statistics using the "Index Price Adjustment Formula" below. Nalco will proved thirty (30) days written notice of such adjustment. Pricing adjustments will only apply to future purchase orders, and implementing any pricing adjustment.

The Current Index Value of each index is the average value of the index for the most recent 12 months (for which data is published) preceding each price adjustment date.

Prices will be adjusted using the blend of 5 published indices below:

- Sales Engineer Median Hourly Salary (SOC419031)
- PPI Industrial Chemicals & Allied Products (WPU061)
- Surface Active Agents (WPU067905)
- Alkalies and Chlorine (WPU061303)
- Chemical Manufacturing (PCU325)

The website to access the indices is http://data.bls.gov/cgi-bin/srgate. Any changes to the data source or indices shall be agree upon by both parties.

%Price Adjustment = (40% x %Change in Service) + (60% x %Change in Product)

Where %Service Change and %Product Change are defined as:

%Change in Service = %Change in Sales Engineer Median Hourly Salary (SOC 419031)

%Change in Product = Sum of...

- 12% x % Change in Chemical & Allied Industrial Chemicals (WPU061)
- 9% x % Change in Surface Active Agents (WPU067905)
- 6% x % Change in Alkalies and Chlorine (WPU061303)
- 33% x % Change in Chemical Manufacturing (PCU325)

Price changes will be implemented on the anniversary of each year of the contract. The baseline period will be Sept 2016 thru Aug 2017, which is when initial pricing was established above.

Hardships:
In the event an individual product or raw material has a significant increase in cost, Nalco Water may increase the prices for the specific Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Nalco of at least seven (7%) percent and sustained over a three-month period. In case of such an Extraordinary Inflationary Disruption, Nalco Water may increase the price of the Products up to the full amount of the increase in its costs (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If Nalco Water's costs decline back to a baseline level, Nalco Water is allowed to maintain product prices at the elevated level for the same period of time Nalco Water previously maintained pricing prior to the hardship price increase. Full disclosure of the product cost information will be shared with Silicon Valley Power prior to any Hardship adjustment and Nalco will work in good faith to find cost effective alternatives in place of the adjustment.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting or expanding the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy . Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each Occurrence
   $3,000,000 General Aggregate
   $3,000,000 Products/Completed Operations Aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   b. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents, except to the extent of City's negligence.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy subject to the indemnification provisions .

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of

premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance, for example insurance has expired or lapsed, with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. . Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the applicable endorsements and related policy language actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

NALCO COMPANY LLC
a Delaware limited liability company

By: Mark Kinerk
Signature of Authorized Person or Representative

Name: MARK KINERK

Title: Assistant Vice President - Sales

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

State of Illinois

County of DuPage

The foregoing instrument was acknowledged before me this 18th day of May, 2018, by Mark Kinerk who is personally known to me.

Signed and Sworn before me

Notary Public / Dated

OFFICIAL SEAL
LIANA PODMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/07/21

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY LLC

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

21-1036 **Agenda Date: 8/24/2021**

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to:

1. Execute Amendment No. 1 to the Agreement for the Performance of Services with Nalco Company LLC extending the term through August 31, 2023;
2. Authorize the City Manager to make minor changes to the proposed amendment attached subject to approval by City Attorney; and
3. Add or delete services consistent with the scope of the agreement and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power requires a water treatment program to help support its ongoing operations at the Donald Von Raesfeld (DVR) and Cogeneration (Cogen) power plants. The water treatment program generally includes support for water quality testing performed by SVP Operations staff, chemicals, and related services. The water treatment program is specialized for each plant, accounting for the specific machinery, operating profile, and regulatory requirements at each facility. Having a water treatment program in place extends the lives of the DVR and Cogen power plant assets by avoiding corrosion and scale buildup, and meets additional SVP business needs including:

- Safety and environmental compliance,
- Maximizing plant reliability and availability,
- Optimizing the heat rate and efficiency, and
- Minimizing the total cost of operation for the site.

DISCUSSION

In 2018, the City executed agreements with Nalco Company LLC, to provide water treatment products and associated services for the DVR and Cogen power plants as the result of a competitive Request for Proposals (RFP) process. A separate agreement was executed for each facility.

Nalco provides the following routine services at each facility: routine visits to collect operator testing data and perform inventory of treatment chemicals; ongoing guidance to SVP operators to optimize chemical usage; monitoring of control capability of water treatment systems; and submittal of reports after each visit. Additionally, Nalco makes recommendations for process improvements and cost savings measures; supports implementation of recommended improvements, submits quarterly and annual reports, provides annual training, and is available 24/7 to respond to emergency calls for

service.

Currently there are separate agreements for each plant. Staff recommends combining these agreements into a single agreement to reduce administrative time and assure consistency between the agreements. The proposed extends the term of the agreement from three years to five years and increases the maximum compensation. While the City has previously entered into three-year agreements, the City has moved to five-year agreements as an industry standard to maximize the value and time investment in the bid or RFP process. Under the separate agreements, the annual maximum compensation averaged $198,000 per year for three years. Under the combined agreement, the maximum compensation averages $212,000 for five years. Total costs for each product or chemical are estimated as variations in chemical usage are expected.

This proposed amendment has been developed in collaboration with the Purchasing Division of the Finance Department.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(2) in that the contracts involve continuing maintenance activities.

FISCAL IMPACT

The proposed Amendment No. 1 to the Agreement for the Performance of Services with Nalco would increase the maximum compensation from $429,785 for three-years for DVR only to $900,000 for five-years to include DVR and Cogen. (The total cost of both agreements for three years was $593,718. Sufficient funds are available in the Biennial Operating Budget for FY 21/22 and 22/23 in the Generation and Pumping Expense allocation for the asset requiring products or services.

Funds required for this agreement in future years will be included in proposed budgets for those corresponding years.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Nalco Company, LLC to extend the term of the Agreement through August 31, 2023 and increase the maximum compensation to $900,000;
2. Authorize the City Manager to make minor changes to the proposed amendment attached subject to approval by City Attorney: and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the

City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement with Nalco Company, LLC
2. Proposed Amendment No. 1 with Nalco Company, LLC

DocuSign Envelope ID: C435B91E-D7F7-4D44-BFC3-61BFF3784F4E

Ebix Insurance No. S200001195

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BETWEEN THECITY OF SANTA CLARA, CALIFORNIA, AND NALCO COMPANY LLC

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Nalco Company LLC, a Delaware limited liability company, (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. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California and Nalco Company LLC, dated August 31, 2018 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide water treatment services at the Donald Von Raesfeld (DVR) Power Plant, and the Parties now wish to amend the Agreement to extend the term, increase maximum compensation, add services at the Cogeneration Plant (Cogen), and thereby supersede the Agreement for the Performance of Services by and Between the City of Santa Clara, California and Nalco Company LLC, dated August 31, 2018 related to the Cogen Plant as of September 1, 2021.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Reinstatement of Agreement. The termination of the Agreement is hereby revoked and, except as expressly modified by this Amendment, the Agreement is reinstated in its entirety and shall be in full force and effect as if the same had never been terminated.

2. Section 5 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on August 31, 2023.

3. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended September 1, 2021.

4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended September 1, 2021.

5. Exhibit F of the Agreement, entitled "Milestone Schedule", is hereby deleted and replaced with Exhibit F – Labor Compliance Addendum attached and incorporated into this Agreement.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

City Attorney's Office

Dated: 11/10/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

NALCO COMPANY, LLC
a Delaware limited liability company

DS BJM

Dated: 11/4/2021

By (Signature): DocuSigned by: CF452FB51FBE459

Name: Matt Rocca

Title: Assistant Vice President

Principal Place of Business Address: 1601 West Diehl Road, Naperville, Illinois, 60563

Email Address:

Telephone: ( )

Fax: ( )

"CONTRACTOR"

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND NALCO COMPANY LLC
EXHIBIT A – SCOPE OF SERVICES – AMENDED SEPTEMBER 1, 2021

1. Service Plan / Work Scope

Contractor shall provide services for Silicon Valley Power (SVP) as outlined below and according to the schedules in this Exhibit A and Exhibit A-1 (DVR Annual Water Treatment Schedule) and Exhibit A-2 (Cogen Annual Water Treatment Service Schedule) incorporated by reference.

1.1. Bi-Weekly Service – Contractor will perform the following services every two weeks:

1.1.1. Visit Donald Von Raesfeld (DVR) and Cogeneration (Cogen) power plants to collect operator testing data and inventory of treatment chemicals.

1.1.2. Provide continual guidance to SVP Operators to help optimize chemical usage on a bi-weekly basis

1.1.3. Monitor the control capability of each of the water treatment systems at DVR and to troubleshoot any existing problems in the plant.

1.1.4. Provide a written service report following each visit documenting contractor's findings and recommendations for improvement and optimization of the water chemistry program. Each report shall be issued within 48 hours of Contractor's visit and shall include:

1.1.4.1. Trend graphs of normalized Reverse Osmosis (RO) performance data and recommendations for membrane cleaning

1.1.4.2. Trend graphs of daily operator wet chemistry data

1.1.4.3. Trend graphs from the cooling water automation equipment

1.1.4.4. Chemical inventory, usage, and ordering

1.1.4.5. Recommendations for improvement and optimization of the entire water treatment program

1.2. Quarterly Services - Contractor will perform quarterly Legionella testing services for cooling tower to meet the risk management guidelines in each plant's business plan.

1.3. Annual Services - Contractor will perform the following services annually:

1.3.1. Provide an annual business review to summarize accomplishments from the previous year and set goals for the coming year.

1.3.2. Provide annual operator training seminars for SVP in Santa Clara about water treatment on a schedule mutually agreed upon between the Parties. Training seminars shall include

1.3.2.1. Water treatment philosophy, best practices, chemical safety, and troubleshooting

1.3.2.2. Training for new operators and refresher training for experienced operators.

1.4. Off-site Analytical Services:

Contractor offers an extensive array of analytical testing services at its corporate lab in Naperville, IL. Contractor will be provide the following testing services at no additional charge for the duration of this agreement:

1.4.1. Quarterly Legionella testing for cooling tower

1.4.2. A complete cation, anion mineral analysis of the reclaimed water at least twice per year

1.4.3. Mineral analysis, particle analysis, and or bacteria analysis for on-going troubleshooting

1.4.4. Deposit analysis from boiler and/or cooling tower deposits removed during inspections.

1.5. Ongoing Services

1.5.1. Contractor will order chemical as needed to maintain proper inventory levels at the site.

1.5.2. Contractor will provide its Zero Defect Portafeed Transfer Service Delivery Program to insure the safest possible delivery and inventory management for delivery of products at the site.

1.5.3. Contractor's 3DTRASAR automation technology is currently installed and in use at the DVR cooling tower which helps to optimize both the performance of the system and the chemical costs in the cooling tower.

1.5.4. Attend meetings with SVP staff on request

1.5.5. Recommend cost savings and performance improvement projects and assist with implementation of improvements. Such improvements may include, but are not limited to: condenser performance

monitoring, Heat Recovery Steam Generators (HRSG) treatment best practices and improvements associated with water and energy savings. Updates on such proposed projects shall be provided quarterly as outlined in Section 1.2 of this Exhibit A.

1.5.6. Develop and manage operator log sheets and electronic database for wet chemistry data management.

1.5.7. Develop and maintain a program administration manual and test procedures manual

1.5.8. Review chemistry trends from PI system

1.5.9. Assist SVP staff in setting up and maintaining an on-site water testing lab.

1.5.10. Provide emergency response to plant problems and questions 24 hours a day and seven days per week.

1.5.11. Equipment: Use of the following Contractor equipment installed or placed at DVR is at no additional cost. Such equipment shall remain the property of Contractor. Contractor shall perform ongoing maintenance, calibration, and repair or replacement parts for this equipment including full replacement, if required through the period of this Agreement at no additional cost.

1.5.11.1. Nalco's Portafeed Basetanks

1.5.11.2. Nalco's 3DTRASAR Automation Equipment

1.6. As Needed Services:

1.6.1. Contractor will be available for equipment inspections of the boilers (DVR and Cogen) and cooling water systems (DVR) as needed during both planned and unplanned maintenance outages.

1.6.2. The following services may be provided upon request and authorization as outlined in Exhibit B.

1.6.2.1. Detailed metallurgical testing and/or membrane autopsy analyses

1.6.2.2. Assistance with mechanical installations, equipment repair, cooling tower cleanings, and/or other unusual service needs.

1.7. Contractor shall provide services aligned with the following key business drivers identified by Contractor and SVP:

1.7.1. Safety and environmental compliance,

1.7.2. Maximizing plant reliability and availability,

1.7.3. Optimizing the heat rate and efficiency, and

1.7.4. Minimizing the total cost of operation for the site.

2. Contractor-Owned Equipment Terms.

For equipment (including Porta-Feed units, 3D TRASAR and other proprietary equipment of Contractor and any associated computer hardware or software) furnished to City on a rental or use basis (the "Equipment"), the following terms and conditions shall also apply.

2.1. Equipment shall remain the sole personal property of Contractor even though City may attach Equipment to realty. Contractor may cause such Equipment to be marked to indicate its ownership, and City agrees to provide reasonable cooperation including executing any financing statements Contractor files with respect to the Equipment. City shall take no action which is inconsistent with Contractor's title to the Equipment, and shall not move, encumber or alter the Equipment without Contractor's written authorization. City shall be responsible for any personal property or use taxes associated with the Equipment.

2.2. City shall not use the Equipment with any materials or products other than those recommended or approved by Contractor. The proper functioning of the Equipment is conditioned upon City operating it in accordance with Contractor's recommendations.

2.3. City shall install and provide the utilities necessary for the Equipment, and will provide a suitable location for the Equipment, including but not limited to shelter, tank pads, spill protection, foundations, etc., as appropriate. City shall receive, unload, place and remove Equipment at no cost to Contractor and should be responsible for procuring any necessary permits or licenses for such actions. With respect to Porta-Feed units, City agrees to provide access for a standard truck (min. 40 feet end-to-end, 14 feet high) to be driven safely to an area (e.g. loading dock) in the vicinity of the base tank to offload refill units.

2.4. City shall not alter the Equipment without Contractor's written authorization.

2.5. City shall allow Contractor to subcontract portions of work to be performed under this Agreement with respect to Equipment including but not limited to data-hosting, transmission of data through internet service providers and use other service providers. Contractor shall have the right to inspect and service Equipment during normal business hours.

2.6. Upon termination of this Agreement by either Contractor or City, City shall return Equipment to Contractor at City's sole expense in

the same condition as received, ordinary wear and tear excepted. In the event Equipment is lost, damaged or destroyed, City shall pay to Contractor the cost of replacement, or of repair at Contractor's standard charges then in effect. During the term of this Agreement, the Equipment will remain the exclusive property of Contractor.

2.7. Contractor reserves the right to use non-union labor for supervised, installation, testing and service of Equipment.

2.8. City agrees to inform Contractor of any special or unusual safety precautions that should be taken because of conditions in City's plant or process.

2.9. Notwithstanding anything in any agreement or otherwise to the contrary, all data generated or collected by the Equipment that is transmitted to Contractor (or to a Contractor third-party provider) is owned by City but City hereby grants to Contractor a perpetual, non-exclusive, royalty-free license to use that data (and that license will survive the termination or expiration of this Agreement). City agrees to maintain reasonable measures to ensure the security of its information, computer and internet systems, including data security, and will hold Contractor and its affiliates harmless from claims relating thereto including, without limitation, third-party actions in connection therewith, excluding only damages to the extent caused by Contractor's willful misconduct or fraud.

3. Contractor Responsibilities:

3.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.

3.2. Contractor shall provide qualified and skilled employees as necessary to perform the services in this Agreement.

3.3. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.

3.3.1. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.

3.3.2. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.

3.3.3. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.

3.3.4. Contractor's employees and any subcontractors shall supply proper identification when requested by City.

3.3.5. City reserves the right to request the removal of any Contractor employee(s) or subcontractor who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. Contractor shall promptly respond to requests for replacement personnel.

3.4. Contractor shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. Contractor has assigned Chris Buchholz as the Primary Service Representative. In the event Chris is unavailable, Derek Roberts or Scott Isherwood will be available for on-site services.

3.5. Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks

3.6. All Contractor Sales and Service Representatives participate in a minimum of 16 hours per year of Safety Training related to the following topics:

3.6.1. Hearing Conservation

3.6.2. Fall Protection

3.6.3. Confined Space Entry

3.6.4. Defensive Driving

3.6.5. Safe Handling of Oxidizers

3.6.6. Transporting and Shipping Hazardous Materials

3.6.7. Respiratory Protection

3.6.8. Risk Assessment

3.6.9. Safety On Site

3.7. Safety:

3.7.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.

3.7.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.

3.7.3. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

3.7.4. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees and subcontractors in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's or subcontractor's job assignment. A copy of Contractor's IPP shall be submitted to City prior to the execution of an agreement and be made available on site upon request.

3.7.5. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.

3.7.6. Contractor employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which Contractor's employee or subcontractor has a current doctor's prescription) on City property and while performing services for the City. Employees or subcontractors using prescribed medication will not engage in any work if the medication can potentially

impair the employee's or subcontractor's ability to perform the work safely.

3.7.7. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

3.7.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

3.7.9. Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.

3.7.10. Workmanship:

3.7.10.1. Contractor shall perform the required services in an environmentally responsible manner.

3.7.10.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

3.7.10.3. Contractor shall take all necessary precautions to protect City property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at Contractor's sole expense, prior to issuance of payment to Contractor by City. Any expenses incurred by City to repair property damage will be deducted from Contractor's compensation or billed to Contractor at City's discretion.

3.7.10.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.

3.7.10.5. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.

3.7.10.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.

3.7.10.7. City shall have the right to inspect any work performed by Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, Contractor shall immediately correct the work at no additional cost to the City.

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AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT A-1: DVR ANNUAL WATER TREATMENT SERVICE SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
HRSG, COOLING TOWER, RO PLANT												
Bi-Weekly Service												
Review Log Sheets	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Provide Service Report	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Download 3DTRASAR	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Download RO Performance Data	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Troubleshooting	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Implement Best Practices	On-Going											
INVENTORY CONTROL												
Check Inventory	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Check Lab Reagent Inventory	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Place Orders	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
EQUIPMENT INSPECTIONS												
HRSG	As Needed											
Cooling Tower	As Needed											
Quarterly Legionella Testing			X			X			X			X
Update 6 Service Standards			X									
Operator Training	At least once per year. Schedule as mutually agreed between Parties.											
Project Work (On Going)	X	X	X	X	X	X	X	X	X	X	X	X
Review Project List			X			X			X			X
BUSINESS REVIEW								X				

AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT A-2: COGEN ANNUAL WATER TREATMENT SERVICE SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
HRSG Boilers												
Bi-Weekly Service												
Review Log Sheets	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Provide Service Report	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Troubleshooting	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Implement Best Practices	On-Going											
INVENTORY CONTROL												
Check Inventory	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Place Orders	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
EQUIPMENT INSPECTIONS												
HRSG	As Needed											
Update 6 Service Standards								X				
Project Work	On-going											
Review Project List			X			X			X			X
BUSINESS REVIEW								X				

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND NALCO COMPANY LLC
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED SEPTEMBER 1, 2021

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed nine hundred thousand dollars ($900,000). Additional services that exceed that amount shall only be authorized by a written addendum to this agreement in advance of services being performed.

    1.1. No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation unless a written amendment is executed between the Parties.

    1.2. Contractor shall not initiate any activity that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

2. Products and Services shall be provided according to the rates in Exhibit B-1 (DVR Chemical Applications Pricing) and Exhibit B-2 (Cogen Chemical Applications Pricing)

    2.1. Except as outlined in this Exhibit, chemicals shall be provided at the price per pound listed for each chemical in Exhibit B-1 or Exhibit B-2. This pricing is delivered pricing to the site and includes all transportation and delivery costs.

    2.2. Total Estimated costs per year in Exhibit B-1 or B-2 for chemicals are estimated as some variation in usage should be expected to occur and not all scenarios affecting future chemical usage can be foreseen.

3. Annual Price Adjustment

    3.1. Nalco's chemical pricing is estimated based upon a fixed price increase of 5% to be applied on January 1, 2022, and Jan. 1, 2023. The price sheets in Exhibit B-1 and B-2 reflect this fixed price adjustment as well as the current 2021 price list and annual estimate.

    3.2. Hardships / Extraordinary Inflationary Disruption:

        3.2.1. Contractor may increase the prices for specific products or services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs.

3.2.2. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Contractor of at least seven (7%) percent and sustained over a three-month period.

3.2.3. In case of such an Extraordinary Inflationary Disruption, Contractor may increase the price of the affected products up to the full amount of the increase in its costs (raw materials, freight, labor or energy) by giving City at least thirty (30) days written notice.

3.2.4. The baseline for determining such increase shall be on an individual product basis.

3.2.5. If Contractor's costs decline back to a baseline level, Contractor is permitted to maintain product prices at the elevated level for the same period of time Contractor previously maintained pricing prior to the hardship price increase.

3.2.6. Contractor shall fully disclose product cost information with City prior to any Hardship / Extraordinary Inflationary Disruption adjustment and Contractor will work in good faith to find cost effective alternatives in place of any such adjustment.

4. Authorization of work:

4.1. When services or products not included in Exhibit B1 are requested by City greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, and Chief Electric Utility Operating Officer.

4.2. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a matter that permits the City to assure that services were provided at the rates authorized in this Purchase Order.

4.3. All quotes and invoices shall contain detail sufficient for City to verify that services are provided at the rates specified in this Agreement.

4.4. Contractor is responsible for notifying City in a timely manner when the quoted cost may change such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.

5. Payment Provisions:

   5.1. A separate invoice will be created for each product order at the time of delivery.

   5.2. Contractor will bill City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City including, where applicable, receipt and verification of associated certified payroll using LCP tracker or such other system as defined by the City.

   5.3. If there are no issues with an invoice, City process for payment.

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AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT B-1: DVR -CHEMICAL APPLICATIONS - PRICING

DVR CHEMICAL APPLICATIONS 2021 (EFFECTIVE SEPTEMBER 1, 2021 - DECEMBER 31, 2021)

Application Point	Application Description	Basis for Calculating Annual Quantity	Nalco Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price	Quantity per Container or Delivery	Lbs/yr	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG 1&2HP Drum	Corrosion Inhibitor	Annual Ave BD rate of 11 gpm	BT-3000	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	5%	0.4 ppm	Ortho Phosphate	$ 3.62	55 gallons	90	0.1	$ 108.60
Cooling Tower	Mineral Dispersant	Annual Ave BD rate of 91 gpm	3DT120	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	20 ppm	Nalco Active Polymer	$ 2.97	200 gallons	15112	8.0	$ 14,960.88
	Corrosion Inhibitor	Annual Ave BD rate of 91 gpm	3DT179	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	30 ppm	Total Phosphate	$ 2.76	200 gallons	12516	6.0	$ 11,514.72
	Antifoam	Annual Ave BD rate of 91 gpm	PP01-3911	55-gallon Drum	Drop Off Delivery	88%	As needed	Visual - Subjective	$ 2.17	55 gallons	2070	5.0	$ 1,497.30
	Bio-Dispersant	Dosed Twice Per Year During Tower Cleaning	73550	5-gallon Pail	Drop Off Delivery	52%	2.5 per dose	N/A	$ 5.49	5 gallons	92	2.0	$ 168.36
Ultrafilter	Filter Aid	Annual Ave Flow Rate 190 gpm	8131	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	50%	8 ppm	RO Feed SDI	$ 1.68	200 gallons	8536	4.0	$ 4,780.16
	Low pH Cleaner	2 Offline Cleanings per year	8344	5-gallon Pail	Drop Off Delivery	49%	2.5 gallons per cleaning batch	pH	$ 4.81	5 gallons	106	2.0	$ 169.95
RO System	Mineral Dispersant	Annual Ave Flow Rate 170 gpm	PC-191T	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	36%	4 ppm	Nalco TRASAR Test	$ 2.37	55 gallons	6864	11.0	$ 5,422.56
	Non-Oxidizing Biocide	Annual Ave Flow Rate 170 gpm	PC-11	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	20%	80 ppm for 3 Hours/week	No Test Available, Use RO Membrane Fouling to determine success	$ 5.28	55 gallons	3000	7.0	$ 5,280.00
	High pH Cleaner	2 Offline Cleanings per year 1st Pass	PC-98	5-gallon Pail	Drop Off Delivery	28%	15 gallons per cleaning batch	pH	$ 4.39	5 gallons	378	9.0	$ 553.14
	Low pH Cleaner	1 Offline Cleaning per year Second Pass	PC-77	5-gallon Pail	Drop Off Delivery	5%	15 gallons per cleaning batch	pH	$ 3.83	5 gallons	98	2.0	$ 125.11
Total Annual Expected Chemical Cost													$ 44,580.79
Total Annual Fixed Service Fee ($911.62/month)													$ 3,646.48
Total Cost of Nalco Portafeed Basetank Installation													included in pricing
Total Annual Cost of 3DTRASAR Cooling Water Automation Equipment													included in pricing
Offsite Analytical Testing (Legionella, Mineral Analysis, Particle Analysis)													included in pricing
Total Annual Cost													$ 48,227.27

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AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT B-1: DVR -CHEMICAL APPLICATIONS - PRICING

DVR CHEMICAL APPLICATIONS 2022 (EFFECTIVE JANUARY 1, 2022 - DECEMBER 31, 2022)

Application Point	Application Description	Basis for Calculating Annual Quantity	Nalco Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price	Quantity per Container or Delivery	Lbs/yr	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG 1&2HP Drum	Corrosion Inhibitor	Annual Ave BD rate of 11 gpm	BT-3000	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	5%	0.4 ppm	Ortho Phosphate	$ 3.80	55 gallons	90	0.1	$ 342.09
Cooling Tower	Mineral Dispersant	Annual Ave BD rate of 91 gpm	3DT120	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	20 ppm	Nalco Active Polymer	$ 3.12	200 gallons	15112	8.0	$ 47,126.77
	Corrosion Inhibitor	Annual Ave BD rate of 91 gpm	3DT179	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	30 ppm	Total Phosphate	$ 2.90	200 gallons	12516	6.0	$ 36,271.37
	Antifoam	Annual Ave BD rate of 91 gpm	PP01-3911	55-gallon Drum	Drop Off Delivery	88%	As needed	Visual - Subjective	$ 2.28	55 gallons	2070	5.0	$ 4,716.50
	Bio-Dispersant	Dosed Twice Per Year During Tower Cleaning	73550	5-gallon Pail	Drop Off Delivery	52%	2.5 per dose	N/A	$ 5.76	5 gallons	92	2.0	$ 530.33
Ultrafilter	Filter Aid	Annual Ave Flow Rate 190 gpm	8131	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	50%	8 ppm	RO Feed SDI	$ 1.76	200 gallons	8536	4.0	$ 15,057.50
	Low pH Cleaner	2 Offline Cleanings per year	8344	5-gallon Pail	Drop Off Delivery	49%	2.5 gallons per cleaning batch	pH	$ 5.05	5 gallons	106	2.0	$ 535.35
RO System	Mineral Dispersant	Annual Ave Flow Rate 170 gpm	PC-191T	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	36%	4 ppm	Nalco TRASAR Test	$ 2.49	55 gallons	6864	11.0	$ 17,081.06
	Non-Oxidizing Biocide	Annual Ave Flow Rate 170 gpm	PC-11	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	20%	80 ppm for 3 Hours/week	No Test Available, Use RO Membrane Fouling to determine success	$ 5.54	55 gallons	3000	7.0	$ 16,632.00
	High pH Cleaner	2 Offline Cleanings per year 1st Pass	PC-98	5-gallon Pail	Drop Off Delivery	28%	15 gallons per cleaning batch	pH	$ 4.61	5 gallons	378	9.0	$ 1,742.39
	Low pH Cleaner	1 Offline Cleaning per year Second Pass	PC-77	5-gallon Pail	Drop Off Delivery	5%	15 gallons per cleaning batch	pH	$ 4.02	5 gallons	98	2.0	$ 394.11
Total Annual Expected Chemical Cost													$ 140,429.48
Total Annual Fixed Service Fee ($957.20/month)													$ 11,486.40
Total Cost of Nalco Portafeed Basetank Installation													included in pricing
Total Annual Cost of 3DTRASAR Cooling Water Automation Equipment													included in pricing
Offsite Analytical Testing (Legionella, Mineral Analysis, Particle Analysis)													included in pricing
Total Annual Cost													$ 151,915.88

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AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT B-1: DVR -CHEMICAL APPLICATIONS - PRICING

DVR CHEMICAL APPLICATIONS 2023 (EFFECTIVE JANUARY 1, 2023 - AUGUST 31, 2023)

Application Point	Application Description	Basis for Calculating Annual Quantity	Nalco Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price	Quantity per Container or Delivery	Lbs/yr	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG 1&2HP Drum	Corrosion Inhibitor	Annual Ave BD rate of 11 gpm	BT-3000	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	5%	0.4 ppm	Ortho Phosphate	$ 3.99	55 gallons	90	0.1	$ 239.46
Cooling Tower	Mineral Dispersant	Annual Ave BD rate of 91 gpm	3DT120	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	20 ppm	Nalco Active Polymer	$ 3.28	200 gallons	15112	8.0	$ 33,044.91
	Corrosion Inhibitor	Annual Ave BD rate of 91 gpm	3DT179	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	30%	30 ppm	Total Phosphate	$ 3.04	200 gallons	12516	6.0	$ 25,389.96
	Antifoam	Annual Ave BD rate of 91 gpm	PP01-3911	55-gallon Drum	Drop Off Delivery	88%	As needed	Visual - Subjective	$ 2.39	55 gallons	2070	5.0	$ 3,301.55
	Bio-Dispersant	Dosed Twice Per Year During Tower Cleaning	73550	5-gallon Pail	Drop Off Delivery	52%	2.5 per dose	N/A	$ 6.05	5 gallons	92	2.0	$ 371.23
Ultrafilter	Filter Aid	Annual Ave Flow Rate 190 gpm	8131	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	50%	8 ppm	RO Feed SDI	$ 1.85	200 gallons	8536	4.0	$ 10,540.25
	Low pH Cleaner	2 Offline Cleanings per year	8344	5-gallon Pail	Drop Off Delivery	49%	2.5 gallons per cleaning batch	pH	$ 5.30	5 gallons	106	2.0	$ 374.75
RO System	Mineral Dispersant	Annual Ave Flow Rate 170 gpm	PC-191T	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	36%	4 ppm	Nalco TRASAR Test	$ 2.61	55 gallons	6864	11.0	$ 11,956.74
	Non-Oxidizing Biocide	Annual Ave Flow Rate 170 gpm	PC-11	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	20%	80 ppm for 3 Hours/week	No Test Available, Use RO Membrane Fouling to determine success	$ 5.82	55 gallons	3000	7.0	$ 11,642.40
	High pH Cleaner	2 Offline Cleanings per year 1st Pass	PC-98	5-gallon Pail	Drop Off Delivery	28%	15 gallons per cleaning batch	pH	$ 4.84	5 gallons	378	9.0	$ 1,219.67
	Low pH Cleaner	1 Offline Cleaning per year Second Pass	PC-77	5-gallon Pail	Drop Off Delivery	5%	15 gallons per cleaning batch	pH	$ 4.22	5 gallons	98	2.0	$ 275.87
Total Annual Expected Chemical Cost													$ 98,356.80
Total Annual Fixed Service Fee ($1005.06/month)													$ 8,040.48
Total Cost of Nalco Portafeed Basetank Installation													included in pricing
Total Annual Cost of 3DTRASAR Cooling Water Automation Equipment													included in pricing
Offsite Analytical Testing (Legionella, Mineral Analysis, Particle Analysis)													included in pricing
Total Annual Cost													$ 106,397.28

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BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT B-2: COGEN -CHEMICAL APPLICATIONS - PRICING

COGEN CHEMICAL APPLICATIONS 2021 (EFFECTIVE SEPTEMBER 1, 2021 - DECEMBER 31, 2021)

Application Point	Application Description	Basis for Calculating Annual Quantity	Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price (Lbs)	Quantity per Container or Delivery	Lbs/Yr	Gallons per Year	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG #1 and #2	Scale Inhibitor	Average BFW Flow Rate of 82 gpm (6 cycles of concentration and 0.5 ppm Hardness on average)	22310	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	12 ppm	Nalco TRASAR Hand- held Test	$ 2.28	200 gallons	13902	1400	7	$ 10,565.52
	Oxygen Scavenger	Average BFW Flow Rate of 82 gpm (6 cycles of concentration, 25 ppm Sulfite Residual in Boilers)	1720	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	20 ppm	Sulfite Residual - Titration	$ 1.38	200 gallons	16560	1600	8.0	$ 7,617.60
Total Annual Chemical Cost														$ 18,183.12
Annual Service Fee ($303.88/month)														$ 1,215.52
Total Annual Cost														$ 19,398.64

COGEN CHEMICAL APPLICATIONS 2022 (EFFECTIVE JANUARY 1, 2022 - DECEMBER 31, 2022)

Application Point	Application Description	Basis for Calculating Annual Quantity	Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price (Lbs)	Quantity per Container or Delivery	Lbs/Yr	Gallons per Year	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG #1 and #2	Scale Inhibitor	Average BFW Flow Rate of 82 gpm (6 cycles of concentration and 0.5 ppm Hardness on average)	22310	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	12 ppm	Nalco TRASAR Hand- held Test	$ 2.39	200 gallons	13902	1400	7.0	$ 33,281.39
	Oxygen Scavenger	Average BFW Flow Rate of 82 gpm (6 cycles of concentration, 25 ppm Sulfite Residual in Boilers)	1720	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	20 ppm	Sulfite Residual - Titration	$ 1.45	200 gallons	16560	1600	8.0	$ 23,995.44
Total Annual Chemical Cost														$ 57,276.83
Annual Service Fee ($319.07/month)														$ 3,828.84
Total Annual Cost														$ 61,105.67

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BY AND BETWEEN THE CITY OF SANTA CLARA AND NALCO COMPANY LLC

EXHIBIT B-2: COGEN -CHEMICAL APPLICATIONS - PRICING

COGEN CHEMICAL APPLICATIONS 2023 (EFFECTIVE JANUARY 1, 2023 - AUGUST 31, 2023)

Application Point	Application Description	Basis for Calculating Annual Quantity	Product Name	Basetank/Chem Storage Size	Delivery Method	% Active	Recommended Dosage (ppm)	Operator Testing Method	Unit Price (Lbs)	Quantity per Container or Delivery	Lbs/Yr	Gallons per Year	Estimated Number of Containers per Year	Estimated Total Cost per Year
HRSG #1 and #2	Scale Inhibitor	Average BFW Flow Rate of 82 gpm (6 cycles of concentration and 0.5 ppm Hardness on average)	22310	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	12 ppm	Nalco TRASAR Hand- held Test	$ 2.51	200 gallons	13902	1400	7.0	$ 23,296.97
	Oxygen Scavenger	Average BFW Flow Rate of 82 gpm (6 cycles of concentration, 25 ppm Sulfite Residual in Boilers)	1720	Basetank Provided by Supplier	Mini-bulk Transfer to Basetank	25%	20 ppm	Sulfite Residual - Titration	$ 1.52	200 gallons	16560	1600	8.0	$ 16,796.81
Total Annual Chemical Cost														$ 40,093.78
Annual Service Fee ($335/month)														$ 2,680.00
Total Annual Cost														$ 42,773.78

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND NALCO COMPANY LLC

EXHIBIT F - LABOR COMPLIANCE ADDENDUM

To the extent the services provided by Contractor are subject to the California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements, the following provisions apply.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply

with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of

any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

AMENDMENT NO. 2
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NALCO COMPANY, LLC

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Nalco Company, LLC a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California and Nalco Company LLC, dated August 31, 2018" (Agreement); and

B. The Agreement was previously amended by Amendment No. 1, dated November 10, 2021. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide water treatment services at Donald Von Raesfeld (DVR) Power Plant and the Cogeneration Plant (Cogen), and the Parties now wish to amend the Agreement to extend the term until December 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2023."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

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

"CITY"

NALCO COMPANY LLC
a Delaware limited liability company

Dated: 8/9/2023
By (Signature): 
Name: Karen Murphy
Title: Western Region Assistant Vice President
Principal Place of Business Address: 1601 West Diehl Road, Naperville, Illinois 60563
Email Address: Karen.murphy@ecolab.com

"CONTRACTOR"

23-109 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 4 to the Silicon Valley Power Agreement with Advanced Chemical Transport, Inc. to Increase the Maximum Compensation by $340,000 for a Revised Maximum Compensation Amount of $2,140,000 to Cover Outstanding Invoices to be Funded by the Electric Utility Operating Budget - Compliance

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On January 23, 2018, the City Council authorized an agreement with Advanced Chemical Transport (ACT) for hazardous waste management services (2018 Agreement) for a maximum compensation amount not-to-exceed $330,000. ACT performs a variety of services associated with hazardous waste management, including testing, disposal, remedial and clean-up work, management of required documentation, creation of emergency plans, and emergency response. The Agreement was the result of a competitive RFP process conducted in 2018.

On June 23, 2020, City Council authorized the City Manager to execute Amendment No. 1 to the Agreement, extending the term for two additional years ending on December 31, 2022, and increasing the maximum compensation to $1,100,000. June 23, 2020, the City Council authorized Amendment No. 2 to the Agreement, increasing the maximum compensation to $1,400,000 for the period ending December 31, 2022. On December 6, 2022, the City Council also authorized Amendment No. 3 to the Agreement, increasing the maximum compensation to $1,800,000 and extending the term to June 30, 2023.

DISCUSSION

There are outstanding invoices that require payment for services performed under the 2018 Agreement. Due to a change in pricing resulting from changes to prevailing wages and unanticipated services related to emergency response (approximately $130,000 or 40% of the increase during this period), there is insufficient funding included in Amendment No. 3 to complete the work authorized through the end of the contract term. There were delays in making payments while awaiting certified payroll submittals from ACT and, as a result, staff underestimated the total funds needed to complete the services. As of August 1, 2023, there were known invoices of approximately $332,151. Staff proposes authorizing the City Manager to execute Amendment No. 4 to increase the maximum compensation by $340,000 (from $1,800,000 to $2,140,000) to pay all the invoices associated with the contract through June 30, 2023. The additional funds of $7,849 are recommended to ensure that there are enough funds for any invoices that may have been missed for services authorized and completed before June 30, 2023. Amendment 4 also amends the termination date to September 30, 2023, to facilitate the payment of the outstanding invoices. Only services authorized and completed

before June 30, 2023, will be paid under this proposed authorization.

Beginning on July 1, 2023, services were authorized under a new Agreement with ACT approved by the City Council on June 6, 2023. This agreement is effective for services beginning July 1, 2023, and is for a five-year term with a maximum compensation of $2,500,000.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(5) of Title 14 of the California Code of Regulations in that it is an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

There are unpaid invoices for work authorized through June 30, 2023, requiring payment. An additional $340,000 is needed to settle all the invoices associated with the contract. Funds for these services are budgeted in the Electric Utility Operating Budget in the Compliance Division or in the asset or capital project for which services are needed. Payment for services authorized by June 30, 2023, will be recorded in FY 2022/23.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 4 to the Agreement for Services with Advanced Chemical Transport, Inc., increasing the maximum compensation by $340,000 for a new maximum compensation of $2,140,000; and
2. Authorize the City Manager to make minor changes to the proposed Amendment No. 4, subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Original Agreement for Services with Advanced Chemical Transport, Inc.
2. Amendment No. 1 with Advanced Chemical Transport, Inc.
3. Amendment No. 2 with Advanced Chemical Transport, Inc.
4. Amendment No. 3 with Advanced Chemical Transport, Inc.
5. Proposed Amendment No. 4 with Advanced Chemical Transport, Inc.

City of Santa Clara
The Center of What's Possible

AGENDA ITEM #: 13.B1

AGENDA REPORT

APPROVED
by Council
1-23-18
Date

Date: January 23, 2018

To: City Manager for Council Action

From: Chief Electric Utility Officer

Subject: Approval of an Agreement for the Performance of Services with Advanced Chemical Transport, Inc. for Hazardous Waste Hauling Services

EXECUTIVE SUMMARY

On August 18, 2017, the Agreement for the Performance of Services with PSC Industrial Outsourcing, LP to provide hazardous waste hauling services expired. To replace the Agreement, the Electric Department, dba Silicon Valley Power (SVP), issued a Request for Proposal (RFP) and received six proposals. Staff evaluated the proposals, and based on qualifications and costs, selected Advance Chemical Transport, Inc. Advance Chemical Transport, Inc. will manage, properly handle and dispose of hazardous waste generated by SVP operations, and respond to emergency events within the City and at the City's remote generation properties.

A copy of the Agreement for the Performance of Services with Advance Chemical Transports, Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Entering into this Agreement will ensure SVP is in compliance with state and federal regulations in relation to hauling hazardous waste. There are no known disadvantages.

ECONOMIC/FISCAL IMPACT

The Agreement shall not exceed $110,000 per year, with a total not to exceed of $330,000 over the three year term. Sufficient funds are available in the Electric Department's Maintenance account, 091-1377-87600-[I]9240-[F]55300 and, 091-1378-87600-[F]58800 for the first year of the Agreement, and the remaining years will be subject to budget appropriations.

RECOMMENDATION

That the Council approve, and authorize the City Manager to execute, the Agreement for the Performance of Services with Advance Chemical Transport, Inc., in the amount of $110,000 per year, with a total not exceed of $330,000 over the three year term, for hazardous waste hauling services.

for John C. Roukema
Chief Electric Utility Officer

Certified as to Availability of Funds: OK PC

091-1377-87600	$ 40,000
091-1378-87600	$ 70,000

Angela Kraetsch
Acting Director of Finance

APPROVED:

Deanna J. Santana
City Manager

Documents Related to this Report:

1) Agreement for the Performance of Services with Advanced Chemical Transport, Inc.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ADVANCED CHEMICAL TRANSPORT, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Advanced Chemical Transport, Inc., a California corporation, with its principal place of business located at 1210 Elko Drive, Sunnyvale, California 94089 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and 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 professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on three years thereafter.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Electric Utility
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 244-2990

And to Contractor addressed as follows:

Advanced Chemical Transport dba ACTenviro
1210 Elko Drive
Sunnyvale, CA 94089
or by facsimile at (408) 548-5057

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. LIQUIDATED DAMAGES.

Not applicable.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

BRIAN DOYLE
Interim City Attorney

Dated: 11/5/2018

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 11-15-17

By: _____

Name: Adam Brandin

Title: Director of Sales

Local Address: 1210 Elko Drive
Sunnyvale, CA 94089

Email Address: abrandin@actenviro.com

Telephone: (408) 548-5050

Fax: (408) 548-5052

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below and in the Contractor's proposal entitled, "Proposal # SVP 11132017NM" dated November 13, 2017, which is included with this Exhibit A.

1. Perform all work in compliance with all state and federal laws, rules and regulations, orders and codes, and all applicable Laws, Ordinances, Regulations and Standards (LORS), including but not limited to, U.S. Department of Transportation regulations, Title 49 Code of Federal Regulations (CFR), Resource Conservations and Recovery Act and regulations in Title 40 CFR Part 261 hazardous waste, Title 22 California Code of Regulations (CCR) for hazardous waste, Title 13 CCR California Highway Patrol and the Santa Clara Fire Department.
2. Perform waste characterization to determine proposer disposal according to Federal and State Regulations and any applicable LORS.
3. Packaging, handling and transportation of hazardous waste and/or material in emergency and non-emergency situations.
4. Remedial and cleanup work, including containment of contaminations, testing for contamination and agency notification (if required by regulations and/or City of Santa Clara Representative). Contractor is solely responsible for any spreading or dissemination of hazardous waste and/or material caused by worker performed by Contractor, including all costs associated with the spreading or dissemination. Contractor shall notify the City of Santa Clara Representative of any leak and/or spill and shall notify all agencies required under federal, state and local laws, rules and regulations within the time period required by governing regulations.
5. Complete and maintain all required manifest forms including uniform hazardous waste manifests and bills of lading necessary for the proper shipment of hazardous waste and/or materials.
6. Provide disposal of hazardous waste and cleanup materials as required.
7. Provide vacuum pump services for underground storage tank as needed for oily water separators, turbines/HRSG washwater tank, natural gas condensate tank and secondary containment vaults, manholes, or other as needed by City.
8. Recycle used lubricating oil.
9. Provide qualified personnel to assist with onsite hazardous waste management. Services to include but not limited to are as follows:
    a. Obtain oil samples to determine PCB content and send to lab for analysis.
    b. Safely transfer oil (PCB-non-PCB) into totes/drums.
    c. Label all drums/totes with appropriate Hazardous Waste labels.

d. Prepare drums/totes for shipping per DOT rules and regulations.
e. Coordinate the loading of oil totes and recycles equipment onto trucks.
f. Keep 90 day Hazardous Waste Area clean and orderly.
g. Sign weekly inspection form.
h. Sign Hazardous Waste manifests and keep accurate records.

ACT
environmental services

DATE: 11/13/2017

Diana Shiles
Silicon Valley Power
881 Martin Avenue
Santa Clara, CA. 95050

[redacted] SVP 11132017NM

Dear Ms. Shiles:

ACT is pleased to submit this proposal to contract services for your review and approval. ACT will provide requested environmental services including one or more of the following: consulting services, chemical relocations, chemical waste packaging, biological waste packaging, radioactive waste packaging, transportation, and disposal of packaged waste. An estimated cost for services appears below. Modifications to the pricing estimate, or additions to the scope of work which require pricing changes, will be included (as needed) in the form of an addendum titled Revised Pricing Schedule.

Prices will go into effect as soon as September 18, 2017 and good through (6) months from this date. If contract is awarded to ACT, price sheet below is good for the duration of the (3) year contract.

LABOR RATES*

DESCRIPTION	HOURLY CHARGE	HOURS	OVERTIME
Onsite Technician	$55.00	Hour	$ 83.00
Chemist	$ 67.00	Hour	$ 101.00
Tanker Driver (Includes Tanker Truck)	$ 95.00	Hour	$ 143.00
Consulting Services	$ 95.00	Hour	$ N/A
Manifest	$ N/C	Each	
Profile Fee	$ N/C	Each	
Per Diem	$ 125.00	Per Overnight Stay	
*All labor portal to portal from Sunnyvale, CA. Headquarters *Minimum billing hours for onsite service is 2 hours			

TRANSPORTATION*

DESCRIPTION	PER DRUM CHARGE	UOM	
5-20 Gallon	$ 20.00	Each	
30-55 Gallon drum	$ 33.00	Each	
275 Gallon Totes	$ 100.00	Each	

ACT
environmental services

MATERIALS

DESCRIPTION	UNIT COST	QUANTITY	
PPE	$ 8.00	Each	
5 Gallon closed top poly carboy	$ 16.00	Each	
5 Gallon open top poly drum	$ 18.00	Each	
30 Gallon open top	$ 55.00	Each	
55 Gallon Poly closed top drum	$ 55.00	Each	
55 Gallon Poly Open top drum	$ 58.00	Each	
55 Gallon Metal closed top drum	$ 52.00	Each	
55 Gallon Metal Open top drum	$ 55.00	Each	
pH Strips	$ 1.00	Each	
Spilfyters	$ 9.00	Each	
VOC Sampling (8260B)	$225.00	Each	
Cam 17 Sampling	$350.00	Each	
Decontamination Supplies	$100.00	Per Project	
Pogo Pump	$50.00	Per Project	
Expendable Material/New Costs/Outside Services	$TBD	Per Project	
Stabilization Kit	$200.00	Per Project	

ENERGY, INSURANCE & RECOVERY FEE*

DESCRIPTION

Total price does not include applicable sales tax and 8% Fuel and Energy surcharge

[redacted]

Scope of work will be:
Transportation and Disposal of drums of waste in the standard box truck. Perform onsite services 1-2 times per week or on an as needed basis for the Santa Clara locations listed below and on an as needed basis for the remote properties listed below.

Disposal prices are estimates based on profile/waste program acceptance and the specified waste disposal programs. In the event , waste material is not accepted to the disposal site waste program specified, another profile will be submitted to a different program.

ACT
environmental services

Additionally, ACT can and will create general emergency response plans that outlines the procedures to follow when an unexpected spill/hazard occurs. The general emergency response plans will be for the following locations:

1. 1705 Martin Avenue, Santa Clara, CA 95050
2. 805 Duane Avenue, Santa Clara, CA 9505
3. Stony Gorge Power House – 2550 Co Road, 306, Elk Creek, CA 95939
4. Black Butte Power House – near Black Butte Reservoir, Newville Road, Orland, CA
5. High Line Canal – near Newville Road cemetery, Orland CA, 95316

If the City request a more detailed, comprehensive emergency response plan for each location, ACT may provide those services at the hourly rate for consulting services.

ACT emergency response times for the two (2) Santa Clara locations listed above isapproximately 2 hours or less, and approximately 6 hours for the three (3) remote properties listed above. Times will vary depending on various factors such as time of day, traffic, etc.

ACT appreciates your confidence in our abilities. Should you have any questions or if we can be of further service, please do not hesitate to contact us.

Sincerely,

Nicole R. Martinez

Account Manager
ACTenviro

ACCEPTED BY	
DATE	
P.O. #	
EPA I.D. #	

T 408.548.5050
F 408.548.5052
1210 Elko Dr., Sunnyvale CA, 94089
www.advancedchemical.net

CUSTOMER INITIALS

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT B

FEE SCHEDULE

Contractor shall provide a schedule of rates and fees which includes all billing amounts and costs included in Exhibit A – Scope of Services.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred twenty thousand dollars ($110,000) per year, with a total not exceed of three hundred sixty thousand dollars ($330,000) over three year term, subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara – Department of Electric Utility
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

---

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

By: _____
Signature of Authorized Person or Representative

Name: ADAM BRANDIN

Title: DIRECTOR of SALES

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 11/16/17 before me, Nancy C. Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Adam Brandin
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

NANCY C. LOPEZ
Notary Public California
Santa Clara County
Commission # 2216555
My Comm. Expires Oct 1, 2021

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC.

EXHIBIT F

MILESTONE SCHEDULE

Not applicable.

20-564 **Agenda Date: 6/23/2020**

REPORT TO COUNCIL

SUBJECT

Action on Various Operating Contracts for Silicon Valley Power [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

To meet its mission and goals, City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires specialized services for a variety of services including:

- Hazardous waste disposal and related services - currently performed by Advanced Chemical Transport, Inc. (ACT)
- Maintenance and repair of underground 12kV distribution and low voltage lighting system to ensure functional integrity of underground distribution and low voltage lighting substructures - currently performed by Daleo, Inc. (Daleo)
- General safety valve inspection, testing and recertification at SVP Generation facilities - currently provided by Bay Valve Service and Engineering, LLC (Bay Valve)
- SVP System Operator training services - currently performed by SOS Intl, LLC (SOS) and required to comply with North American Electric Reliability Corporation (NERC) and the Western Electricity Coordination Council (WECC) Reliability Standards for electric transmission operations
- Extend support services for Storage Area Network (SAN) with Dasher Technologies, Inc. (Dasher)

DISCUSSION

Hazardous Waste Services

In 2017, a Request for Proposals (RFP) was issued for these services and an agreement was awarded to ACT. ACT performs a variety of services associated with hazardous waste management including: testing, disposal, remedial and clean-up work, as well as management of required documentation and creation of emergency plans. Services are provided at SVP locations in the City of Santa Clara as well as at SVP's remote sites. Staff recommends extending this agreement for two additional years ending on December 31, 2022. The extension pricing is reasonable as the vendor's original 2017 RFP rates are being maintained with two new services (and associated) rates added. The additional funding is for additional maintenance and, specifically, for one-time clean-up activities of stockpiles of obsolete electrical equipment that was not anticipated as part of the original contract. Much of this equipment was obsolete equipment located at various substations that has been replaced and upgraded. This work was not anticipated at the time of the RFP. To complete these one-time needs and ensure funding for operating projects over the next two years, staff recommends increasing funding in the amount of $770,000 from $330,000 to $1,100,000. A new RFP will be developed for any future services.

Maintenance and Repair of underground 12KV distribution and low voltage lighting
SVP's underground 12kV distribution and low voltage lighting substructures require maintenance and repair due to age, damage, or alterations in the landscaping surrounding underground substructures. Substructures include underground conduits, cable & wire, vaults and junction boxes. In 2015, an RFP was issued for these services and an agreement was awarded to Daleo. Increases in development projects, and the required investigation for design and construction work associated with the development, have resulted in identification of unanticipated repairs to older substructures and conduit banks. It was not possible to identify those items during the RFP process as the investigations were completed as part of development projects that occurred after contract award. It is important to note that the repairs aren't caused by the development but are identified as a result of activities in existing substructures as new development is being connected to existing facilities. The current agreement ends on November 16, 2020 and staff is developing an RFP for these services that is anticipated to be released in the summer. Staff recommends increasing funding in the amount of $200,000 to support these additional services through the end of the contract term. The additional work will be completed under the existing contract rates.

General safety valve inspection, testing and recertification at SVP Generation facilities SVP operates three gas fired power generation facilities within the city limits: the Donald Von Raesfeld Power Plant (DVR), Cogeneration Plant, and Gianera Generating Station. In 2018, after an RFP process, Bay Valve was awarded a three-year contract in the amount of $135,000 to provide Safety and Pressure Relief Valve inspection and testing for SVP power plants. Inspection and testing services are based on ASME Code requirements. The extension pricing is reasonable as the vendor's original RFP rates are being maintained. The additional funding is associated with identification of additional valves requiring maintenance. As presented to the Council during the December 2019 SVP quarterly report, staff has been completing a significant amount of deferred maintenance work and being more proactive on activities associated with power plants, specifically DVR. The additional work that is being considered with this amendment was not anticipated as part of the original RFP, as this work was identified as part of the recent large major maintenance for the DVR project, and additional proactive work being documented and performed. Further deferred maintenance could cause significant plant reliability issues. Staff recommends adding $100,000 to this agreement, increasing from $135,000 to $235,000 and extending the term for two additional years. A new RFP will be developed for work beyond this extension.

System Operator Training Services
SVP's current training program was designed by SOS to comply with North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC) Reliability Standards. As such, the services have been sole sourced. The program has transitioned from a task -based approach to a focus on concepts, critical thinking, and decision making with task-based training layered in where appropriate. The year following the implementation of the program, SVP was audited by NERC. The audit team commended SVP on the comprehensive structure of the Operator Training Program and recommended that SVP continue to fully develop the program. The recommended contract extension is for one year ending on June 30, 2021. During that year, staff will issue a Request for Proposals (RFP) to consider alternate solutions. This will provide time to complete existing projects, ensure the RFP considers the factors that have made the current program successful, and allow transition time if a new vendor is selected through the RFP process. Staff recommends increasing this contract from $88,800 for an eighteen-month period to $160,850 for a two-and-one-half year period ending June 30, 2021. The extension is reasonable as the vendor

rates have remain the same, however staff recommends adding additional hours to the agreement to ensure current projects are completed during the next fiscal year as staff anticipates issuing an RFP in summer or fall of this calendar year for future services.

Support for Storage Area Network
A reliable and robust SAN is a critical technological component to running a dependable utility. SVP relies on this equipment within the technology portfolio for tasks ranging from team collaboration through regulated Operational Awareness. During the current support period, Dasher has proven their commitment to support SVP's needs with respect to uptime and reliability of this equipment during the current support period. This extension of the current service through June 30, 2021 allows for continued support while an RFP is processed for longer-term coverage. This RFP is in final development and is anticipated to be issued before June 30, 2020. The current cost of the service is $185,000 annually. The cost of this extension is anticipated not to exceed $200,000. The extension is reasonable as the annual cost is not increasing, however an additional $15,000 is being added as contingency for any unexpected services.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The cost of these proposed agreements are as follows:

Hazardous Waste Services (ACT): Staff recommends increasing this contract from $330,000 for a three-year period to $1,100,000 for a five-year period ending December 31, 2022.

Maintenance and Repair of underground 12KV distribution and low voltage lighting (Daleo): Staff recommends increasing this contract from $650,000 to $850,000 for a five-year period ending November 17, 2020.

General safety valve inspection, repair, testing and recertification (Bay Valve): Staff recommends increasing this contract from $135,000 for a three-year period to $235,000 for a five-year period.

System Operator Training Services (SOS): Staff recommends increasing this contract from $88,800 for an eighteen-month period to $160,850 for a two-and-one-half-year period ending June 30, 2021.

SAN Support (Dasher): Staff recommends extending the current Purchase Order through June 30, 2021 with an estimated cost not to exceed $200,000.

Sufficient funds are available in the Electric Department's Proposed Budget for Fiscal Year 2020/21 for each respective agreement, listed as follows:

- ACT: Utility Operations - Generation and Business Services - Electric Compliance programs
- Daleo: Utility Operations - Transmission and Distribution program
- Bay Valve: Utility Operations - Generation and Business Services program

- SOS: Utility Operations - Power Systems Controls program
- Dasher: Capital Improvement Program Network and Cyber Security Infrastructure project (No. 2390)

Funds required for these agreements in future years will be included in proposed budgets for corresponding years, if needed.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Performance of Services with Advanced Chemical Transport, Inc.;
2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Performance of Services with Daleo, Inc.;
3. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Performance of Services with Bay Valve Service and Engineering, LLC;
4. Authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with SOS, Intl, LLC;
5. Authorize the City Manager to extend service with Dasher Technology, Inc. for Storage Area Network support; and
6. Authorize the City Manager to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by contractor or consultant and approval by the City, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement and Council Report - Advanced Chemical Transport, Inc.
2. Amendment No.1 with Advanced Chemical Transport, Inc.
3. Original Agreement and Council Report - Daleo, Inc.
4. Amendment No.1 with Daleo, Inc.
5. Original Agreement- Bay Valve Service and Engineering, LLC
6. Amendment No 1 with Bay Valve, LLC
7. Original Agreement and Amendment No. 1 - SOS Intl, LLC
8. Amendment No 2 with SOS, Intl, LLC

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC. (ACT)

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Chemical Transport, Inc, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Advanced Chemical Transport, Inc. dated on or about January 25, 2018 (Agreement);

B. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide hazardous waste services, and the Parties now wish to amend the Agreement as Amended to extend the term and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows: Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2022.

2. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed one million one hundred thousand dollars ($1,100,000) unless this agreement is amended. Contractor shall notify the City 60 days in advance of any changes anticipated to affect future rates. At

such time, Contractor and City may enter into negotiations to amend this agreement to reflect proposed updated rates.

3. Proposal Dated 11/13/2017 shall be deleted and replaced with the attached Exhibit B, Schedule of Fees.

4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 10/21/2020

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 4/27/2020
By (Signature): Shawn S. Ball
Name: Shawn S. Ball
Title: VP of Sales
Principal Place of Business Address: San Jose
Email Address: SBall@ACTEnviro.com
Telephone: (949)607-6379
Fax: ( )

"CONTRACTOR"

ACT
environmental services

Exhibit B
Schedule of Fees

DATE: 04/27/2020

Diana Shiles
Silicon Valley Power
881 Martin Avenue
Santa Clara, CA. 95050

PROPOSAL #	SVP 04272020NM

Dear Ms. Shiles:

ACT is pleased to submit this proposal to contract services for your review and approval. ACT will provide requested environmental services including one or more of the following: consulting services, chemical relocations, chemical waste packaging, biological waste packaging, radioactive waste packaging, transportation, and disposal of packaged waste. An estimated cost for services appears below. Modifications to the pricing estimate, or additions to the scope of work which require pricing changes, will be included (as needed) in the form of an addendum titled Revised Pricing Schedule.

Prices will go into effect as soon as April 27/2020 and good through (12) months from this date.

LABOR RATES *

DESCRIPTION	HOURLY CHARGE	HOURS	OVERTIME
Onsite Technician	$55.00	Hour	$ 83.00
Chemist	$ 67.00	Hour	$ 101.00
Hazardous waste endorsed Driver	$ 67.00	Hour	$ 101.00
Tanker Driver (Includes Tanker Truck)	$ 95.00	Hour	$ 143.00
Project Manager	$ 125.00	Hour	$ 188.00
Project Lead Emergency Response	$ 210.00	Hour	
Emergency Response (Team of 2)	$ 300.00	Hour	
Manifest	$ 30.00	Each	
Profile Fee	$ N/C	Each	
Per Diem	$ 125.00	Per Overnight Stay	
*All labor portal to portal from San Jose, CA. Headquarters *Minimum billing hours for onsite service is 2 hours			

TRANSPORTATION*

DESCRIPTION	PER DRUM CHARGE	UOM	
5-20 Gallon	$ 20.00	Each	

30-55 Gallon drum	$ 33.00	Each	
275 Gallon Totes	$ 100.00	Each	

MATERIALS

DESCRIPTION	UNIT COST	QUANTITY	
PPE	$ 8.00	Each	
5 Gallon closed top poly carboy	$ 16.00	Each	
5 Gallon open top poly drum	$ 18.00	Each	
30 Gallon open top	$ 55.00	Each	
55 Gallon Poly closed top drum	$ 55.00	Each	
55 Gallon Poly Open top drum	$ 58.00	Each	
55 Gallon Metal closed top drum	$ 52.00	Each	
55 Gallon Metal Open top drum	$ 55.00	Each	
Gear Truck	$ 125.00	Each	
pH Strips	$ 1.00	Each	
Spilfyters	$ 9.00	Each	
VOC Sampling (8260B)	$225.00	Each	
Cam 17 Sampling	$350.00	Each	
Decontamination Supplies	$100.00	Per Project	
Pogo Pump	$50.00	Per Project	
Expendable Material/New Costs/Outside Services	$TBD	Per Project	
Stabilization Kit	$200.00	Per Project	

ENERGY, INSURANCE & RECOVERY FEE*

DESCRIPTION

Total price does not include applicable sales tax and 8% Fuel and Energy surcharge

SCOPE OF WORK

Scope of work will be:
Transportation and Disposal of drums of waste in the standard box truck. Perform onsite services 1-2 times per week or on an as needed basis.

Disposal prices are estimates based on profile/waste program acceptance and the specified waste disposal programs. In the event , waste material is not accepted to the disposal site waste program specified, another profile will be submitted to a different program.

ACT
environmental services

Upon acceptance of this, the parties agree to be bound by the terms of the attached Service Agreement. The parties understand that the terms of this agreement and the terms of the Service Agreement make up the entire contract of the parties.

Additionally, ACT can and will create a emergency response plan in the event that a situation is to occur. This plan will include a location specific itemized listing as well as a generic plan for the on call team to follow. All Silicon Valley Power electrical stations inclusive, but not limited to the list below will be managed.

1. 1705 Martin Avenue, Santa Clara, CA. 95050
2. 850 Duane Avenue, Santa Clara, CA. 95050
3. Gianera Power Plant-2339 Gianera Avenue, Santa Clara, CA. 95050
4. Cogen Power Plant-524 Robert Avenue, Santa Clara, CA. 95054
5. DVR Gas Compressor Building-850 Duane Avenue, Santa Clara, CA. 95050
6. Stony Gorge Power House – 2550 Co Road, 306, Elk Creek, CA. 95939
7. Black Butte Power House – near Black Butte Reservoir, Newville Road, Orland, CA.
8. High Line Canal – near cemetery, Orland, CA. 95316
9. Field Respsonse to anywhere in the Silicon Valley Power service territory

If the City requests a more detailed, comprehensive emergency response plan for each location, ACT may provide those services at the hourly rate for consulting services.

ACT emergency response times for the Santa Clara location will be approximately 2 hours or less, and the Orland and Willows locations will be approximately 6 hours or less depending on various factors, time of day, traffic, etc.

ACT appreciates your confidence in our abilities. Should you have any questions or if we can be of further service, please do not hesitate to contact us.

Sincerely,

Nicole R. Martinez, MBA

Account Manager
ACTenviro

Ebix Insurance No. S200003899

AMENDMENT NO. 2
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC. (ACT)

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Chemical Transport, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Advanced Chemical Transport, Inc. dated on or about January 25, 2018 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated October 21, 2020, and is again amended by this Amendment No. 2;

C. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide hazardous waste services, and the Parties now wish to amend the Agreement as Amended to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Amendment No.1 is hereby amended as follows:

"Compensation: The amount to billed to City by Contractor for services under this Agreement will not exceed one million four hundred thousand dollars ($1,400,000) during the Agreement term, subject to budget appropriations. Contractor shall notify the City 60 days in advance of any changes anticipated to affect future rates. At such time, Contractor and City may enter into negotiations to amend the agreement to reflect proposed updated rates."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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:

Office of the City Attorney

Dated: 7/18/22

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 06-27-2022
By (Signature):
Name: Kevin Carnahan
Title: Director of Sales
Principal Place of Business Address: 907 Mabury Road, San Jose, CA 95133
Email Address: Kcarnahan@actenviro.com
Telephone: (707) 980-2311
Fax: ( )

"CONTRACTOR"

Ebix Insurance No. S200003899

AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC. (ACT)

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Chemical Transport, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Advanced Chemical Transport, Inc." ("Agreement") dated on or about January 25, 2018 for the purpose of having Contractor provide hazardous waste services; and

B. The Agreement was previously amended by Amendment No. 1, dated October 21, 2020 and by Amendment No. 2 dated July 18, 2022. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to extend the Agreement term and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement, entitled "Term of Agreement", is amended to read as follows: "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2023. The Parties agree that this Agreement did not expire on the previous expiration date of December 31, 2022, and it remains valid through the new expiration date set forth in this Amendment No. 3"

2. Section 37 of the Agreement, entitled "Progress Schedule", is hereby amended in its entirety to read as follows:

"Prevailing Wage

Contractor shall comply with the prevailing wage and labor compliance provisions of Exhibit F."

3. Exhibit B of the Agreement is amended and replaced with Exhibit B – Fee Schedule of Fees - Effective January 1, 2023 which is attached hereto and incorporated into the Agreement as Amended by reference.

4. Exhibit F – Milestone Schedule is deleted and replaced with Exhibit F – Labor Compliance which is attached hereto and incorporated into the Agreement as Amended by reference. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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:
Daniel Ballin
Daniel Ballin (Jan 9, 2023 11:47 PST)
Office of the City Attorney
City of Santa Clara

Dated: 1/12/2023

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 1/9/22
By (Signature):
Name: Kevin Carnahan
Title: Dir of Sales
Principal Place of Business Address: (to be filled in by City staff)
Email Address: KCarnahan@acfenv.com
Telephone: ( ) 707-980-2311
Fax: ( )

"CONTRACTOR"

EXHIBIT B
FEE SCHEDULE – EFFECTIVE JANUARY 1, 2023

Contractor shall provide services at the rates and fees set forth in the attached Exhibits B1, B2, and B3. Rates shall be based on the date service is provided:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million eight hundred thousand dollars ($1,800,000) during the Agreement term, subject to budget appropriations.

Exhibit B-1 - Rates 11/25/2018 through 4/26/2020		
	Standard Hourly Rate	**Overtime Hourly Rate**
	11/25/2018 - 4/26/2020	**11/25/2018 - 4/26/2020**
Onsite Technician	$ 55.00	$ 83.00
Chemist	$ 67.00	$ 101.00
Tanker Driver (Including Tanker Truck)	$ 95.00	$ 143.00
Consulting Services	$ 95.00	N/A
Manifest	No Charge	
Profile Fee	No Charge	
Per Diem	$125 per overnight stay	
Labor is portal to portal from Sunnyvale headquarters		
Minimum billing hours for on-site is 2 hours		
Transportation		
Description	**Per Drum Charge**	
5-20 Gallon	$ 20.00	
30-55 Gallon drum	$ 33.00	
275 Gallon Totes	$ 100.00	
Materials.		
Description	**Unit Cost**	**Unit of Measure**
PPE	$ 8.00	Each
5 Gallon closed top poly carboy	$ 16.00	Each
5 Gallon open top poly drum	$ 18.00	Each
30 Gallon open top	$ 55.00	Each
55 Gallon poly closed top drum	$ 55.00	Each
55 Gallon poly open top drum	$ 58.00	Each
55 Gallon metal closed top drum	$ 52.00	Each
55 Gallon metal open top drum	$ 55.00	Each
pH Strips	$ 1.00	Each
Spilfyters	$ 9.00	Each
VOC Sampling (8206 B)	$ 225.00	Each
Cam 17 Sampling	$ 350.00	Each
Decontamination Supplies	$ 100.00	Per Project
Pogo Pump	$ 50.00	Per Project
Expendable Material / New Costs / Outside Services	Quoted	Per Project
Stabilization Kit	$ 200.00	Per Project
Fuel and Energy Surcharge	8% of invoice total	

Exhibit B-2 - Rates 4/27/2020 through 12/31/2022		
	Standard Hourly Rate	**Overtime Hourly Rate**
	4/27/2020 - 12/31/2022	**4/27/2020 - 12/31/2022**
Onsite Technician	$ 55.00	$ 83.00
Chemist	$ 67.00	$ 101.00
Hazardous Waste Endorsed Driver	$ 67.00	$ 101.00
Tanker Driver (Including Tanker Truck)	$ 95.00	$ 143.00
Project Manager	$ 125.00	$ 188.00
Project Lead Emergency Response	$ 210.00	
Emergency Response (Team of 2)	$ 300.00	
Manifest	$ 30.00	
Profile Fee	No Charge	
Per Diem	$125 per overnight stay	
Labor is portal to portal from San Jose headquarters		
Minimum billing hours for on-site is 2 hours		
Transportation		
Description	**Per Drum Charge**	
5-20 Gallon	$ 20.00	
30-55 Gallon drum	$ 33.00	
275 Gallon Totes	$ 100.00	
Materials.		
Description	**Unit Cost**	**Unit of Measure**
PPE	$ 8.00	Each
5 Gallon closed top poly carboy	$ 16.00	Each
5 Gallon open top poly drum	$ 18.00	Each
30 Gallon open top	$ 55.00	Each
55 Gallon poly closed top drum	$ 55.00	Each
55 Gallon poly open top drum	$ 58.00	Each
55 Gallon metal closed top drum	$ 52.00	Each
55 Gallon metal open top drum	$ 55.00	Each
Gear Truck	$ 125.00	
pH Strips	$ 1.00	Each
Spilfyters	$ 9.00	Each
VOC Sampling (8206 B)	$ 225.00	Each
Cam 17 Sampling	$ 350.00	Each
Decontamination Supplies	$ 100.00	Per Project
Pogo Pump	$ 50.00	Per Project
Expendable Material / New Costs / Outside Services	Quoted	Per Project
Stabilization Kit	$ 200.00	Per Project
Fuel and Energy Surcharge	8% of invoice total	

Exhibit B-3 - Rates 1/1/2023 through 6/30/2023			
	Standard Hourly Rate	**Overtime Hourly Rate**	**Weekend/Holiday Hourly Rate**
	1/1/2023 - 6/30/2023	**1/1/2023 - 6/30/2023**	**1/1/2023 - 6/30/2023**
Onsite Technician | Prevailing Wage	$ 85.00	$110.00	$ 134.00
Project Manager	$ 81.00	$125.00	$ 145.00
Chemist | Prevailing Wage	$ 85.00	$110.00	$ 134.00
Site Safety Officer	$ 111.00	$130.00	$ 150.00
Professional / Consulting Services	$125.00 per hour		
Tanker Driver (Including Tanker Truck) | Prevailing Wage	$ 96.00	$123.00	$ 145.00
Hazardous Waste Endorsed Driver- Prevailing Wage	$ 95.00	$122.00	$ 122.00
Onsite personnel |Includes prevailing wage	$ 85.00	$110.00	$ 134.00
Project Lead Emergency Response	$ 86.00	$110.00	$ 135.00
Emergency Response (Team of 2)	$ 175.00	$220.00	$ 268.00
Labor is portal to portal from San Jose headquarters			
Minimum billing hours for on-site is 2 hours			
Other Fees			
Description	**Standard Rate**		
Manifest	$ 35.00		
Profile	No Charge		
Per Diem	$ 125.00		
Environmental Surcharge	12% of total invoice		
Disposal			
Description	**Standard Rate**		
Bulk Oil	$ 0.25 per Gallon		
Oil <10% water	$ 85.00 per 55 Gallon Drum		
Bulk Oily water	$ 1.50 per Gallon		
Oily Debris	$ 76.00 per 55 Gallon Drum		
Aerosols	$168.00 per 55 Gallon Drum		
Glycol	$ 95.00 per 55 Gallon Drum		
Oily Water	$ 95.00 per 55 Gallon Drum		
PCB Transformers 0-5 PPM	$0.85 per Pound		
PCB Transformers 5-49 PPM	$1.60 per Pound		
Transportation			
Description	**Per Drum Charge**		
5-20 Gallon	$ 21.00		
30-55 Gallon drum	$ 38.00		
275 Gallon Totes	$ 150.00		
Gear Truck	$ 125.00		

Exhibit B-3 - Rates 1/1/2023 through 6/30/2023	
Material	
Description	**Unit Cost / Quantity**
PPE-Level D	$13.00
5 Gallon closed top poly carboy	$17.00
5 Gallon open top poly drum	$20.00
30 Gallon open top poly drum - Recon	$57.00
55 Gallon poly closed top drum - Recon	$35.00
55 Gallon poly open top drum - Recon	$47.00
55 Gallon metal closed top drum - Recon	$58.00
55 Gallon metal open top drum - Recon	$92.00
Parts washer solution-Assumes water based—55 Gallons	$325.00
Weekly onsite services Supplies	$95.00
pH Strips	$1.00
Spilfyters	$19.00
VOC Sampling - 5 Day Turnaround	$105.00
Cam 17 Sampling - 5 Day Turnaround	$120.00
PCB Field test kits - Emergency Response (ER) use only	$26.00
PCB Testing - 3 Day Turnaround Formal lab testing per transformer	$225.00
PCB Testing - Same Day Turnaround Formal lab testing per transformer during ER's	$1,200.00
Decontamination Kit	$150.00
Pogo Pump	$50.00
Expendable Material / New Costs / Outside Services	$ Varies
Stabilization Kit	$200.00
Metal Revenue provided to City of Santa Clara Silicon Valley Power: $100 per ton	

EXHIBIT F
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

1. All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or

documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Ebix Insurance No. S200003899

AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC. (ACT)

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Chemical Transport, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Advanced Chemical Transport, Inc. dated January 25, 2018 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated October 21, 2020, and by Amendment No. 2 dated July 18, 2022, and Amendment No. 3 dated January 1, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide hazardous waste services, and the Parties now wish to amend the Agreement as Amended to extend the term and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows: "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on September 30, 2023. The Parties agree that this Agreement did not expire on the previous expiration date of June 30, 2023, and it remains valid through the new expiration date set forth in this Amendment No. 4. The sole purpose of this extended 90-day term is to facilitate the payment of outstanding invoices for Services performed through June 30, 2023. The City will not approve any additional Services from the Effective Date of this Amendment."

2. Exhibit B of the Agreement is amended and replaced with Exhibit B - Fee Schedule of Fees - Effective June 30, 2023, which is attached hereto and incorporated into the Agreement as Amended by reference.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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

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"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 8/17/23
By (Signature): [signature]
Name: Kevin Cavnahan
Title: Director of Sales
Principal Place of Business Address: 1210 Elko Drive Sunnyvale, CA 94089
Email Address: KCavnahan@actenviro.com
Telephone: ( ) 707-980-2311
Fax: ( )

"CONTRACTOR"

EXHIBIT B
FEE SCHEDULE – EFFECTIVE JANUARY 1, 2023

Contractor shall provide Services at the rates and fees set forth in the attached Exhibits B1, B2, and B3 attached to Amendment No. 3. Rates shall be based on the date Service are provided:

In no event shall the amount billed to City by Contractor for Services under this Agreement exceed Two Million One Hundred and Forty Thousand dollars ($2,140,000) during the Agreement term, subject to budget appropriations.

23-111 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Section 1310 of the Santa Clara City Charter, (Contracts on Public Works) states "that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder." The section further states that "the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section."

In 2014, Silicon Valley Power (SVP) developed a position called Fiber Splicing Technician as an in-house position to primarily perform maintenance and repairs to meet the fiber performance standards of fiber customers, which includes City departments and commercial customers. Fiber Splicing Technician activities include basic splicing and distribution changes to fiber optic cables. The technician can also perform duties such as pulling, laying, aligning, and positioning fiber optic equipment for new connections to the fiber network. Fiber Splicing Technicians also perform fusion splicing at building entrances and in maintenance spaces. Currently, SVP employs two Fiber Splicing Technicians.

DISCUSSION
Currently, the SVP fiber optic network serves SVP, other City departments, and various commercial customers. As the work is specialized, the position of Fiber Splicer Technician performs a variety of activities from maintenance and repair to new or re-spliced interconnections to the SVP Fiber Enterprise. Each interconnection can be unique involving different hours of labor depending on the number of fibers required to be spliced and the particular location within the network. Technician time is tracked hourly and not on a per fiber basis.

Large or extensive projects involving extending fiber cable being laid along new paths or significant distances or adding conduit or related infrastructure are performed by a construction contractor through a public works contract. SVP spends up to $1 million per year on these public works contracts.

Staff believes that the work described below is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining and repairing the fiber optic system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings.

Therefore, staff recommends that the City Council declare and determine that City forces can better perform the following fiber optic projects and approve the use of City forces for such projects:

Estimate Number:	FWM#1066
Location:	Serra Tank Farm & SCVWD (W&S SCADA)
Type of Service:	Water Utility Infrastructure
Description of Work:	Splice, terminate and test fibers at Serra Tank Farm & SCVWD for customer Water Department
Estimated Cost:	$3,049
Appropriation:	Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion
Source of Revenue:	Developer Contribution

Estimate Number:	FWM#1021
Location:	Northside Tank & Import#2 (W&S SCADA)
Type of Service:	Water Utility Infrastructure
Description of Work:	Splice, terminate and test fibers at Northside Tank & Import#2 for customer Water Department
Estimated Cost:	$3,049
Appropriation:	Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion
Source of Revenue:	Developer Contribution

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to the following sections of Title 14 of the California Code of Regulations: (1) Section 15302(c) (Class 2 - Replacement or Reconstruction) as the proposed work involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and (2) Section 15303 (d) (Class 3 - New Construction or Conversion of Small Structures), because the proposed work involves the construction of a limited number of small fiber utility facilities.

FISCAL IMPACT

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling $6,098, are included in the Fiscal Year 2023/24 Budget, Fiber Development, Design, and Expansion project in the Electric Utility Capital Fund. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

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PUBLIC CONTACT

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

RECOMMENDATION

1. Determine the proposed action is exempt from CEQA pursuant to Sections 15302(c) (Class 2 - Replacement or Reconstruction) and 15303 (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 Serra Tank Farm & SCVWD (W&S SCADA) and Northside Tank & Import#2 (W&S SCADA) are better performed by the City with its own employees based on the information set forth in this Report to Council.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

23-114 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action Authorizing the Use of City Electric Forces at Various Locations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Section 1310 of the Santa Clara City Charter, (Contracts on Public Works) states "that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder." The section further states that "the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section."

DISCUSSION
Large or extensive projects involving significant electric facilities or related infrastructure are performed by a construction contractor through a public works contract. SVP spends up to $1 million per year on these public works contracts.

Staff believes that the work described below is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council declare and determine that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number:	38464
Location:	3175 De La Cruz Boulevard
Type of Service:	New Business
Description of Work:	Remove existing service wire and meter. Install New 1000A service meter and ± 140' overhead service wire.
Estimated Cost:	$3,580
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	38720
Location:	3060 Raymond Street
Type of Service:	New Business
Description of Work:	Install ±2000' high voltage wire, 3-pad switches, 1-75KVA pad transformer, ±750' low voltage wire, 2-12KV service meters, 60 high voltage splices, 60 high voltage elbows, and 11 low voltage connectors.
Estimated Cost:	$391,444
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	35957 Phase 3
Location:	3402 El Camino Real
Type of Service:	New Business
Description of Work:	Remove 7 qty of existing poles and wires. Install 7 qty of new 45ft class 1 poles with 397 aluminum wire from Granada Ave to the project site. Transfer Overhead wires and secondary services to the new pole line.
Estimated Cost:	$45,345
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to the following sections of Title 14 of the California Code of Regulations: (1) section 15302(c) (Class 2 - Replacement or Reconstruction) as the proposed work involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity; and (2) section 15303 (Class 3 - New Construction or Conversion of Small Structures) as the proposed work involves the construction of a limited number of small electric utility facilities.

FISCAL IMPACT

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling $440,369 are included in the Fiscal Year 2023/24 Capital Budget, New Business Estimate Work project in the Electric Utility Capital Fund. All referenced work will be performed with City Silicon Valley Power staff. Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

COORDINATION

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

PUBLIC CONTACT

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any City of Santa Clara public library.

RECOMMENDATION

1. Determine the proposed action is exempt from CEQA pursuant to Sections 15302(c) (Class 2 - Replacement or Reconstruction) and 15303 (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 3175 De La Cruz Boulevard, 3060 Raymond Street and 3402 El Camino Real 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: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

23-115 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action on a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Silicon Valley Power Kifer Battery Energy Storage System Project and Action to Delegate Authority to the City Manager to Negotiate and Execute an Interconnection Agreement with Kifer Energy Storage, LLC

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
On February 7, 2023, the City Council authorized the City Manager to complete negotiations, approve and execute an Energy Storage Agreement (ESA) and Lease Agreement (Lease) with Kifer Energy Storage, LLC, for the Kifer Battery Energy Storage System Project (BESS Project). The BESS Project is an up to 50-megawatt battery energy storage system (BESS) to increase the Silicon Valley Power's (SVP) system reliability. The BESS Project will occupy approximately 53,000 square feet within a larger parcel located at 3025 Raymond Street (Project Site) which is owned by the City of Santa Clara and is adjacent to the existing Kifer Receiving Station. The scope of the BESS Project also includes SVP designing and constructing the transmission line extension from the existing 60 KV Ken-Oaks Line to a new Space Park Junction Substation.

DISCUSSION
At the time of its approval of the ESA and Lease, the City Council did not complete the environmental review as those approvals did not constitute an approval of a "Project" under the California Environmental Quality Act (CEQA). First, the City Council did not approve the Interconnection Agreement for Generating or Storage Facilities (Interconnection Agreement) with Kifer Energy Storage, LLC. A current draft of the Interconnection Agreement is attached; however, its terms have not been finalized as additional technical provisions must still be included within the agreement. Without the Interconnection Agreement, the BESS Project cannot provide energy storage services to the City. Further, the City has no obligation to purchase energy storage services under the Energy Storage Agreement until all of the following have occurred: (a) any applicable review under CEQA has been completed; and (b) the applicable period for any legal challenges under CEQA relating to the BESS Project has expired without any such challenge having been filed; or (c) in the event of any such challenge, the challenge has been determined adversely to the challenger by final judgment or settlement. The City may terminate this Energy Storage Agreement and Lease Agreement if it is determined based on the CEQA review the BESS Project causes significant adverse environmental effects that are not adequately mitigated or for which there are no overriding considerations.

An Initial Study/Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the BESS Project in accordance with the requirements of

CEQA. Based on these documents, it has been determined that the BESS Project will not have any significant effects on the environment with implementation of the mitigation measures contained in the MMRP. Activities related to the BESS Project will adhere to the MND and MMRP.

Since the BESS Project will be constructed and operated within SVP's service territory, Kifer Energy Storage, LLC will also have to enter into the Interconnection Agreement with SVP. The Interconnection Agreement will dictate the terms and conditions for the technical requirements needed to connect the BESS to SVP's electric grid to ensure, among other things, compliance with SVP's Rules and Regulations. Without the Interconnection Agreement, the BESS will not be able to provide energy storage services to the City, so it is a critical agreement as part of the overall BESS project.

ENVIRONMENTAL REVIEW

The MND and MMRP were prepared for the BESS Project in accordance with CEQA. These documents and Notice of Intent to Adopt a MND were posted on the City of Santa Clara's website at <<https://www.santaclaraca.gov/ceqa>> on April 27, 2023, and circulated for a 20-day public comment period that closed on May 17, 2023, in accordance with CEQA requirements. SVP received agency comments in response to the MND from the Santa Clara Valley Water District. Responses to comments received on the MND during the 20-day review period were prepared and are provided in Section 8 of the Final Initial Study/Mitigated Negative Declaration as Attachment 1.

The MND examined environmental impacts associated with the BESS Project and identified potentially significant impacts to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, traffic/transportation, and tribal cultural resources that with incorporation of mitigation measures identified in the MND and MMRP would reduce the potentially significant impacts to less-than-significant. A detailed discussion of the potential impacts and mitigation measures to be applied to the BESS Project are specified in the MND and would be implemented through project conditions of approval and the MMRP for the project. The MND, responses to comments received on the MND, and the MMRP are the City's website at <<https://www.santaclaraca.gov/ceqa>>.

Staff recommends adopting the MND and MMRP for the BESS Project.

FISCAL IMPACT

There is no fiscal impact to the City for adopting the MND and MMRP or entering into an Interconnection Agreement other than administrative staff time and processing.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and the Electric Utilities Department.

PUBLIC CONTACT

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RECOMMENDATION

.Recommendation

1. Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Kifer Battery Energy Storage System Project;
2. Authorize City Manager to negotiate, approve, and execute an Interconnection Agreement for Generating or Storage Facilities with Kifer Energy Storage, LLC, based on the draft attached hereto and any necessary or advisable amendments, subject to the review and approval as to form by the City Attorney; and
3. Authorize City Manager, or designee, to take any necessary or advisable actions to implement and administer the Interconnection Agreement with Kifer Energy Storage, LLC.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Final Mitigated Negative Declaration, including Response to Comments
2. Mitigation, Monitoring and Reporting Program
3. Resolution
4. DRAFT Interconnection Agreement

FINAL

MITIGATED NEGATIVE DECLARATION AND SUPPORTING INITIAL STUDY

Kifer Receiving Station BESS Project

July 2023



Example of a typical Battery Energy Storage System

Lead Agency

Project Sponsor

Technical Assistance

FINAL

MITIGATED NEGATIVE DECLARATION AND SUPPORTING INITIAL STUDY

FOR

SILICON VALLEY POWER'S KIFER RECEIVING STATION BESS PROJECT

LEAD AGENCY:

CITY OF SANTA CLARA
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050

PROJECT SPONSOR:

SILICON VALLEY POWER
881 MARTIN AVENUE
SANTA CLARA, CA 95050

TECHNICAL ASSISTANCE:

ASPEN ENVIRONMENTAL GROUP
235 MONTGOMERY STREET, SUITE 640
SAN FRANCISCO, CA 94104

JULY 2023

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LIST OF ACRONYMS

ACE	Altamont Commuter Express
ADT	Average daily traffic
ANSI	American National Standards Institute
APN	Assessor's parcel number
ARB	Air Resources Board
ATCM	Airborne Toxic Control Measures
BAAQMD	Bay Area Air Quality Management District
BESS	Battery Energy Storage System
BMPs	Best Management Practices
Cal/EPA	California Environmental Protection Agency
CAP	Climate Action Plan
CBRNE	Chemical, Biological, Radiological, Nuclear, and Explosive
CCJPA	Capitol Corridor Joint Powers Authority
CCR	California Code of Regulations
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESA	California Endangered Species Act
CFGC	California Fish and Game Code
CGS	California Geological Survey
CIWMB	California Integrated Waste Management Board
CLG	Certified Local Government
CNDDB	California Natural Diversity Data Base
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon monoxide
CPRC	California Public Resources Code
CPUC	California Public Utilities Commission
CRHR	California Register of Historical Resources
CVC	California Vehicle Code
CWA	Clean Water Act
DHS	Department of Health Services
DOC	Department of Conservation
DPM	Diesel particulate matter
DPR	Department of Pesticide Regulation
DTSC	Department of Toxic Substance Control
EAP	Energy Action Plan
EHC	Environmental Health Criteria
EIR	Environmental Impact Report
EMF	Electric and magnetic fields
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHSZ	Fire Hazard Severity Zone

FMMP	Farmland Mapping and Monitoring Program
GHG	Greenhouse gas
GO	General Order
HFCs	Hydrofluorocarbons
HSWA	Hazardous and Solid Waste Act
HWCL	Hazardous Waste Control Law
IARC	International Agency for Research on Cancer
IBC	International Building Code
ICC	International Code Council
IEEE	Institute of Electrical and Electronic Engineers
IRP	Integrated Resource Plan
IWMB	Integrated Waste Management Board
JPB	Joint Powers Board
LUST	Leaking underground storage tank
MBTA	Migratory Bird Treaty Act
MLD	Most likely descendant
MM	Mitigation measure
MMRP	Mitigation Monitoring and Reporting Program
MND	Mitigated Negative Declaration
MRDS	Mineral Resources Data Systems
MRR	Mandatory reporting rule
MRZ	Mineral resource zone
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan
NCP	National Contingency Plan
NESC	National Electric Safety Code
NESHAP	National Emission Standards for Hazardous Air Pollutants
NIMS	National Incident Management System
NPDES	National Pollutant Discharge and Elimination System
NPL	National Priorities List
NSH	National Seismic Hazard
NWIC	California Historical Resources Information System, Northwest Information Center
OEHHA	Office of Environmental Health Hazard Assessment
OHP	Office of Historic Preservation
OHWM	Ordinary High Water Mark
OMR	Office of Mine Reclamation
PERP	Portable Equipment Registration Program
PFCs	Perfluorocarbons
PGA	Peak ground acceleration
PM10	Particulate matter (less than 10 microns in diameter)
PM2.5	Fine particulate matter (less than 2.5 microns in diameter)
POU	Publicly owned utility
PRC	Public Resources Code
PRMP	Paleontological Resources Management Plan
RCRA	Resource Conservation and Recovery Act of 1976
ROG	Reactive organic gases
ROW	Right-of-way
RPS	Renewables Portfolio Standard
RWF	Regional Wastewater Facility

RWQCB	Regional Water Quality Control Board
SARA	Superfund Amendments and Reauthorization Act
SBWR	South Bay Water Recycling
SCFD	Santa Clara Fire Department
SCPD	Santa Clara Police Department
SCVWD	Santa Clara Valley Water District
SEMS	Standardized Emergency Management System
SMARA	Surface Mining and Reclamation Act of 1975
SMGB	State Mining and Geology Board
SRRE	Source Reduction Recycling Element
SVP	Silicon Valley Power
SWGS	Solid Waste Generation Study
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TACs	Toxic air contaminants
TCRs	Tribal Cultural Resources
TMDL	Total Maximum Daily Load
TWW	Treated Wood Waste
U.S.	U.S. Highway
UPRR	Union Pacific Railroad
USACE	U.S. Army Corps of Engineers
USGS	U.S. Geological Survey
UWW	Utility Wood Waste
VMT	Vehicle miles traveled
VOC	Volatile organic compounds
VTA	Valley Transportation Authority
WDRs	Waste Discharge Requirements
WEAP	Worker environmental awareness program
WHO	World Health Organization

FINAL

Mitigated Negative Declaration/Initial Study

for

Silicon Valley Power's Kifer Receiving Station Battery Energy Storage System (BESS) Project

1. MITIGATED NEGATIVE DECLARATION

1.1. Project Information

Project: Kifer Receiving Station Battery Energy Storage System Project
City of Santa Clara, Santa Clara County, California

Project Sponsor: City of Santa Clara, Silicon Valley Power
881 Martin Avenue
Santa Clara, CA 95050
(408) 615-6610

General Plan: Low Intensity Office/R&D (Research and Development)

Zoning: ML – Light Industrial

1.2. Introduction

The City of Santa Clara, Silicon Valley Power (SVP) is proposing the Kifer Receiving Station (KRS) Battery Energy Storage System (BESS) Project (Project or proposed Project), which would construct a BESS adjacent to the existing Kifer Receiving Station. Pursuant to the California Environmental Quality Act (CEQA), SVP has prepared an Initial Study for the proposed Project to determine if any significant adverse effects on the environment would result from project implementation. The Initial Study uses the significance criteria outlined in Appendix G of the CEQA Guidelines. If the Initial Study for the Project indicates that a significant adverse impact could occur, SVP would be required to prepare an Environmental Impact Report (EIR).

According to CEQA Guidelines Section 15070 (Decision to Prepare a Negative Declaration or Mitigated Negative Declaration), a public agency shall prepare or have prepared a proposed negative declaration or mitigated negative declaration for a project subject to CEQA when:

(a) The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or

(b) The initial study identifies potentially significant effects, but:

(1) Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and

(2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

Based on the analysis in the Initial Study, it has been determined that all Project-related environmental impacts would be less than significant or would be reduced to a less than significant level with the incorporation of feasible mitigation measures. Therefore, adoption of a Mitigated Negative Declaration (MND) will satisfy the requirements of CEQA. The mitigation measures included in this MND are designed to reduce or eliminate the potentially significant environmental impacts described in the Initial Study. Mitigation measures are structured in accordance with the criteria in Section 15370 of the CEQA Guidelines.

1.3. Project Description

SVP is proposing to have constructed a 50-megawatt (MW) battery energy storage system (BESS) adjacent to the existing SVP Kifer Receiving Station (KRS) to increase SVP system reliability. The new BESS would occupy approximately 24,000 square feet within a larger parcel owned by the City of Santa Clara that is adjacent to the existing KRS. SVP is currently planning to contract with Ameresco ~~to install and own the battery energy storage system~~to provide SVP energy storage services from the BESS. The 60 kV Space Park Junction substation to be owned and maintained by SVP will be constructed on the Project property to interconnect with the BESS. An existing structure on the property where the BESS will be located will be demolished under a ministerial permit from the City of Santa Clara as part of the Project.

1.4. Environmental Determination

The Initial Study was prepared to identify the potential environmental effects resulting from the proposed Project's implementation, and to evaluate the level of significance of these effects. The Initial Study relies on information provided by SVP, Project site reconnaissance by SVP's consultant the Aspen Environmental Group, and information and documents cited in individual resource topic discussions.

Based on the Initial Study analysis, mitigation measures are identified for adoption to ensure that impacts of the proposed Project would be less than significant. SVP has agreed to implement all of the recommended mitigation measures as part of the proposed Project.

Implementation of the following mitigation measures would avoid potentially significant impacts identified in the Initial Study or reduce them to less than significant levels.

1.4.1. Mitigation Measure for Construction Phase Air Quality

MM AQ-1 **Implement Basic Construction Air Quality Mitigation.** The Project shall ensure that basic construction emissions control measures are implemented as "Best Management Practices," as follows:

- All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, and graded areas) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All areas to be paved shall be completed as soon as possible. Foundation pads shall be laid as soon as possible after grading.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]).

Clear signage regarding idling shall be provided for construction workers at all access points.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

1.4.2. Mitigation Measures for Nesting Birds

MM BIO-1 **Biological Monitoring.** A qualified biologist will be assigned to the Project and will monitor the Project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped animal. The qualified biologist or biological monitor shall have the authority and responsibility to halt any Project activities that are not in compliance with applicable mitigation measures, permit conditions, or other Project requirements, or will have an unauthorized adverse effect on biological resources.

MM BIO-2 **Worker Environmental Awareness Training.** Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially affected by site work (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., mitigation measures and applicable laws and regulations).

MM BIO-3 **Preconstruction Nesting Bird Surveys and Nest Protection.** A preconstruction nesting bird survey shall be conducted of the site and vicinity by a qualified biologist no more than 7 days before any work activities are performed during the nesting season (February 1 to August 31). A preconstruction nesting bird survey shall also be required prior to any vegetation removal or trimming that occurs during the nesting season. Surveyors will search for all potential nest types (e.g., ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, Silicon Valley Power's biological monitor will determine if there is need for a buffer or shield to minimize disturbance of the nest. Upon this determination and execution of any required minimization action, work may proceed. The extent of mitigation will be based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity. If there is a period of 7 or more days during nesting season in which construction does not occur, a new survey shall be undertaken to determine if any nests have been established.

In the unlikely event a special-status or listed species is found nesting nearby, CDFW and USFWS will be notified, and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.

1.4.3. Mitigation Measure for Previously Unidentified Historical Resources

MM CR-1 **Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources.** SVP shall conduct a worker environmental awareness program (WEAP) for Project personnel who, during the course of Project work, might

encounter or alter historical resources or important/unique archaeological materials. This program may be combined with any similar required program, such as for biological resources. The WEAP may include a kickoff tailgate session that describes how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during Project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies.

If previously unidentified cultural resources are identified during construction, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.

1.4.4. Mitigation Measure for Disturbance of Human Remains

MM CR-2 **Treatment of Human Remains.** Any human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager of the site is to be called and informed of the discovery. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/historic or of modern origin and if there are any criminal or jurisdictional questions.

After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.

The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC.

1.4.5. Mitigation Measure for Geologic and Seismic Hazards

MM G-1 **Conduct Geotechnical Investigations.** Because seismically induced liquefaction-related ground failure has the potential to damage or destroy Project components, design-level geotechnical investigation for the Project shall be performed by SVP and shall include investigations designed to assess the potential for geologic and seismic hazards, and

specifically include evaluation of potential for liquefaction and expansive soils to affect the BESS system components and the 60 kV line at the Project site. Where liquefaction or expansive soils hazards are found to exist/verified, appropriate engineering design and construction measures shall be incorporated into the Project designs as deemed appropriate by the Project engineer. Finalized Project design incorporating geotechnical recommendations shall be submitted to the City 60 days prior to Project construction.

1.4.6. Mitigation Measure for Paleontological Resources

MM G-2 **Worker Training and Management of Paleontological Resources.** A paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological Projects to completion. The qualified professional paleontologist shall prepare a Paleontological worker environmental awareness program (WEAP), and training shall be provided for all staff who will be onsite during excavations. This program may be combined with any similar required program, such as for biological resources. The WEAP shall show what local Pleistocene fossils look like in general, where they may appear in the Project, and how to proceed should material suspected to be a fossil is encountered.

The qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the Project area that meets the standards set forth by the Society of Vertebrate Paleontology (2010). This PRMP shall include:

- A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. The Paleontologist shall determine a suitable monitoring schedule based on construction activities and anticipated depth of ground disturbance. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy.
- A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.

1.4.7. Mitigation Measure for Hazardous Materials

MM HM 1 **Hazardous Substance Control and Emergency Response.** SVP shall implement its hazardous substance control and emergency response procedures as needed. These procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of Project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they

shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable.

No known soil contamination was identified within the Project area, however historic groundwater contamination has occurred at the site and at upgradient sites (SWRCB, 2023b though f). In the event that soils, or groundwater suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed/encountered during site grading or excavation activities or dewatering activities, the excavated soil and/or extracted groundwater shall be tested and, if contaminated above hazardous waste levels, shall be contained and either treated or disposed of at a licensed waste facility. The presence of known or suspected contaminated soil or groundwater shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations.

All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following:

- Proper disposal of potentially contaminated soils.
- Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources.
- Emergency response and reporting procedures to address hazardous material spills.
- Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division.

SVP shall complete its Emergency Action Plan Form as part of Project tailboard meetings. The purpose of the form is to gather emergency contact numbers, identify first aid locations and provide other tailboard safety information.

MM HM-2 **Asbestos and Lead Based Paint Testing and Removal.** The Project would implement the following measures to reduce impacts due to the presence of unknown asbestos containing materials (ACMs) and/or lead based paint (LBP) in the structure to be demolished:

- In conformance with State and local laws, a visual inspection/predemolition survey, and sampling and testing, shall be conducted prior to the demolition of the on-site building to determine the presence of asbestos-containing materials and/or lead-based paint, and to determine appropriate handling and disposal requirements.
- Prior to demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations (CCR) 1523.1. Employee training, employee air monitoring, and dust control shall be conducted during demolition also in accordance with this Standard. Any debris or soil containing lead-based paint or coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed.
- All potentially friable ACMs shall be removed in accordance with NESHAP guidelines prior to any building demolition or renovation that may disturb the materials. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos.

- A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above.
- Materials containing more than one percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements.

1.4.8. Mitigation Measure for Water Quality

MM HYD-1 **SWPPP or Erosion Control Plan Development and Implementation.** Following Project approval, SVP will prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge.

The Project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils.

Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB.

A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.

1.4.9. Mitigation Measure for Transportation Impacts

MM T-1 **Construction Traffic Control Plan.** Prior to the start of construction, the Project owner shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. The Construction Traffic Control Plan shall be submitted to the City for review and approval prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to:

- Identification of any routes that would require lane closures or detours to accommodate material and equipment deliveries and methods to ensure safety.

- Avoidance of peak travel hours (8:00-10:00 a.m. and 4:00-6:00 p.m.) to the maximum extent feasible.
- Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles.
- Plans to coordinate in advance with property owners, if any, that may have limited access to properties.

1.4.10. Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 **Management of Unanticipated Tribal Cultural Resources.** During Project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, Project reroute or redesign, Project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure that mitigation measures are properly implemented (see Section 6). The MMRP describes specific actions required to implement each measure, including information on timing of implementation and monitoring requirements.

Based on the analysis and conclusions of the Initial Study, the impacts of the Project as proposed by SVP would be mitigated to less than significant levels with the implementation of the mitigation measures presented herein, which have been incorporated into the proposed Project.

2. ENVIRONMENTAL DETERMINATION

2.1. Environmental Factors Potentially Affected

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

☐ Aesthetics	☐ Agriculture & Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology/Soils	☐ Greenhouse Gas Emissions	☒ Hazards & Hazardous Materials
☒ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☒ Transportation	☒ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

2.2. Environmental Determination

On the basis of this initial evaluation:

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

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

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

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

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

Sachin Bajracharya Digitally signed by Sachin Bajracharya Date: 2023.06.07 09:11:10-07'00'

06/07/2023

Sachin Bajracharya, Project Manager
Silicon Valley Power

Date

3. INTRODUCTION TO THE INITIAL STUDY

3.1. Proposed Project Overview

The City of Santa Clara, Silicon Valley Power (SVP) is proposing to construct a BESS adjacent to the existing Kifer Receiving Station (KRS) to increase reliability. The Project is described in more detail in Section 4.10.

3.2. Environmental Analysis

3.2.1. CEQA Process

This Initial Study has been prepared pursuant to the California Environmental Quality Act (CEQA), the amended State CEQA Guidelines (14 CCR 15000 et seq.). The purpose of the Initial Study is to inform the decision-makers, responsible agencies, and the public of the proposed Project, the existing environment that would be affected by the Project, the environmental effects that would occur if the Project is approved, and, where appropriate, propose mitigation measures that would avoid or reduce environmental effects.

A Mitigated Negative Declaration (MND) has been prepared based on the assessment of potential environmental impacts identified in the Initial Study. All potentially significant impacts associated with the Project can be mitigated to be less than significant; therefore, an MND can be adopted by the City of Santa Clara in accordance with Public Resources Code (PRC) Section 21080.

3.2.2. CEQA Lead Agency

The City of Santa Clara is the lead agency for review of the Project under CEQA because it must make a decision whether to adopt the MND and to approve or deny the proposed Project. The Project sponsor is Silicon Valley Power (SVP), a not-for-profit municipal electric utility owned and operated by the City. It began in 1896 as the City of Santa Clara Electric Department, which became Silicon Valley Power in 1998.

3.2.3. Initial Study

The Initial Study presents an analysis of potential effects of the proposed Project on the environment. The Initial Study is based on information provided by SVP, Project site visits, and additional research.

Construction activities and Project operation could have direct and indirect impacts on the environment. The following environmental parameters are addressed based on the potential effects of the proposed Project and potential growth-inducing or cumulative effects of the Project in combination with other projects:

Aesthetics
Agricultural and Forestry Resources
Air Quality
Biological Resources
Cultural Resources
Energy
Geology and Soils
Greenhouse Gases
Hazards and Hazardous Materials
Hydrology and Water Quality
Land Use and Planning
Mineral Resources
Noise
Population and Housing
Public Services
Recreation
Transportation and Traffic
Tribal Cultural Resources
Utilities and Service Systems
Wildfire
Corona and Induced Current Effects
Mandatory Findings of Significance

The Initial Study has been organized into the following sections:

- **Section 3: Introduction.** Provides an introduction and overview describing the proposed Project and the CEQA process and identifies key areas of environmental concern.

- **Section 4: Project Description.** Presents the Project objectives and provides an in-depth description of the proposed Project, including construction details and methods.
- **Section 5: Environmental Analysis and Mitigation.** Includes a description of the existing conditions and analysis of the proposed Project's potential environmental impacts and identifies mitigation measures to reduce potentially significant impacts to less than significant levels.
- **Section 6: Mitigation Monitoring and Reporting Plan.** Includes mitigation measures that SVP or the Project developer must implement as part of the Project, actions required to implement these measures, monitoring requirements, and timing of implementation for each measure.
- **Section 7: References.** Lists the sources of information used to prepare the Initial Study.

4. PROJECT DESCRIPTION

4.1. Project Title

Kifer Receiving Station Battery Energy Storage System Project (Project)

4.2. Lead Agency Name and Address

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

4.3. Lead Agency Contact Person and Phone Number

Sachin Bajracharya, Project Manager
Principal Electric Utility Engineer
Phone: (408) 568-1080
E-mail: sbajracharya@santaclaraca.gov

4.4. Project Location

The Kifer Receiving Station BESS site is on a portion of County Assessor's parcel number (APN) 224-08-085. The property is at 3025 Raymond Street, Santa Clara, California 95054. The property is located west of the Kifer Receiving Station and is accessed from Raymond Street on the west side of the property. The Proposed Project would occupy the northern 1.20 acres of the parcel; the southern 1.37 acres would not be affected by the ~~KRS BESS~~ Project.

4.5. Project Sponsor's Name and Address

City of Santa Clara, Silicon Valley Power
881 Martin Avenue
Santa Clara, California 95050

4.6. General Plan Designation

The City of Santa Clara General Plan designates the Project site as Low Intensity Office/R&D. All adjacent parcels to the north, south, and west have the same General Plan Designation. The parcel to the east of the Project, where the Kifer Receiving Station is located, has a general plan designation of Light Industrial.

4.7. Zoning

The Project site's zoning is ML – Light Industrial. All adjacent parcels to the north, south, and west have the same zoning. The parcel to the east of the Project where the Kifer Receiving Station is located is zoned B – Public or Quasi Public.

4.8. Surrounding Land Uses and Setting

The site is surrounded by light industrial uses, including office buildings and utilities. There is one road adjacent to the Project site, Raymond Street. Raymond Street is a two-lane surface street with a speed limit of 25 mph and on street parking on both sides.

4.9. Other Public Agencies Whose Approval is Required

The Applicant may be required to obtain the permits from agencies listed in Table 4-3, Permits and Approvals Necessary for the proposed Project (see Section 4.10.7).

4.10. Description of the Project

4.10.1. Overview

The proposed Kifer Receiving Station Battery Energy Storage System (BESS) Project would be built and operated by Ameresco to provide Silicon Valley Power additional local area capacity for electrical system reliability and flexibility. The BESS would have a rated power capacity of up to 50 MW with a four-hour duration. The energy capacity is up to 200 megawatt-hours (MWh). A BESS allows surplus renewable electricity to be acquired at a low cost and released when demand and prices are higher. Batteries can also balance generation and consumption, thus reducing congestion, and can help to control voltage and frequency. By building and using the proposed Project, a clean, reliable resource would be gained to help integrate renewables, reduce dependence on gas-fired generation, and reduce GHG and criteria air pollutant emissions.

The approximately 1.2-acre Project site is located adjacent to the Kifer Receiving Station (KRS). The BESS will be interconnected to SVP's Kenneth (KEN) Substation, via a 60 kV interconnection to the existing KEN-OKJ 60 kV line that extends between Kenneth Substation and Oaks Junction (OKJ) Substation. The Kenneth Substation is a 12 kV general distribution substation. The Oaks Junction Substation is a 60 kV substation dedicated to a single data center customer. The 60 kV line would come from the southwest corner of the BESS parcel and run south to interconnect to the existing 60 kV line. The line between Kenneth Substation and Oaks Junction Substation would be tapped and the terminal 60 kV line would be established at the southern end of the parcel for this Project. An easement may need to be secured for this line and will be determined during the design process. See Figure 1, Kifer Receiving Station BESS Location. SVP plans to enter into an energy storage tolling agreement with Ameresco. Ameresco will develop, own, and operate the BESS, with SVP supplying the charging energy. ~~The energy in the BESS will belong to SVP.~~ Charging and dispatch operations will be controlled by SVP through the 60 kV substation on the property.

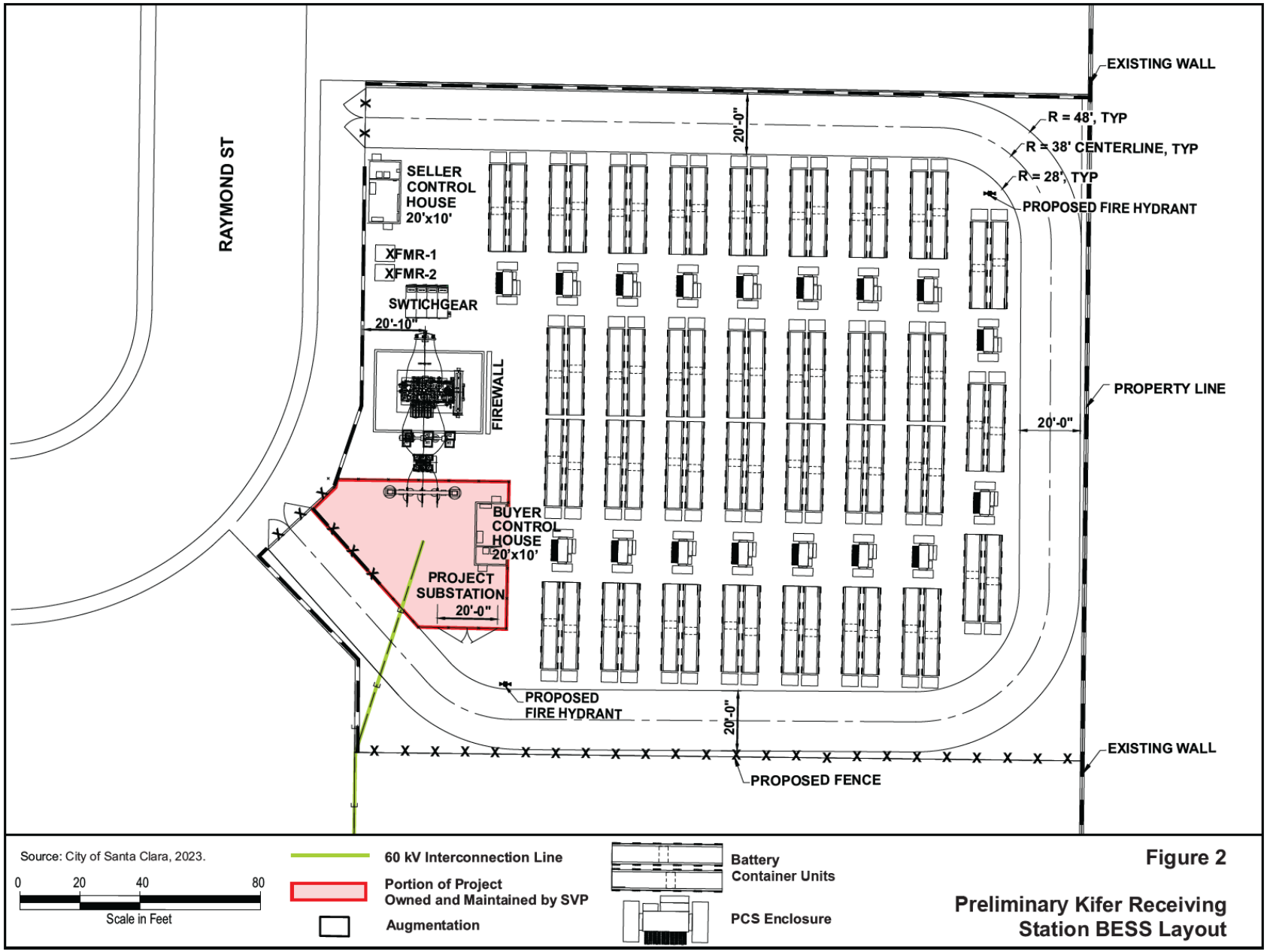
The Project site currently has a building located on it which would be demolished by Ameresco under a ministerial permit from the City of Santa Clara as part of the Project. This building is older than 50 years, therefore a historic building evaluation is required prior to demolition. The historic building evaluation was completed in February 2023, and it was determined that the existing structures on the site did not meet State or Federal criteria for listing on national, state, or local historic registers, meaning it does not qualify as an historical resource under CEQA.

It is anticipated that construction would begin in December 2023 and take approximately 16 months to complete. The Project site is City-owned property and would be leased to Ameresco. SVP would occupy approximately 0.10 acres of the site for 60 kV Space Park Junction substation, which will include a 60 kV switchyard and a buyer's control house, which would be approximately 15 feet by 30 feet by 10 feet. The switchyard and control house would be surrounded by a chain link fence. See Figure 2, Preliminary Kifer Receiving Station BESS Layout.

Figure 1. Kifer Receiving Station BESS Location



Figure 2. Preliminary Kifer Receiving Station BESS Layout



4.10.2. Project Objectives

The objectives of the ~~KRS BESS~~ Project are to:

- Improve energy reliability for the City of Santa Clara
- Increase the reliability and flexibility of SVPs electrical grid by storing energy
- Help to solve California's "duck curve" power production problem by installing battery energy storage capacity that can be called upon in periods of peak demand

4.10.3. Project Components

The Project involves two major components: the BESS system and a 60 kV line to interconnect to SVP's grid.

4.10.3.1. Battery Energy Storage System

The proposed BESS facility would use advanced technology batteries and control systems. Construction would require removal of an existing building on-site and removal of trees prior to construction.

Subject to final engineering, the BESS would consist of multiple battery container units that are up to nine feet in height, up to 30 feet long, and up to eight feet wide. Initially, the Project will have up to 64 battery container units. The BESS will also have approximately 16 Power Conversion System (PCS) enclosures. To maintain the capacity of the system, smaller modular battery containers will be added to the site in future years. See Figure 2, Preliminary Kifer Receiving Station BESS Layout.

The battery container units will be separated from each other by at least 8 feet and setback more than 30 feet from off-site properties. Power lines between the PCS units will be underground, but the lines from step up transformers to the SVP junction will be overhead.

The BESS includes the following major equipment and systems:

- Battery container units include battery cells/modules, an HVAC system, a battery management system, and fire suppression equipment;
- The Power Conversion System (PCS) enclosures include an AC/DC inverter, transformer, and controls;
- Balance of Plant equipment, which includes a control house with medium voltage (MV) and low voltage electrical systems, fire suppression, HVAC systems, network/Supervisory Control and Data Acquisition (SCADA) systems, power distribution panel boards, and auxiliary power transformers; and
- High Voltage (HV) equipment, including a step-up transformer, HV circuit breaker, HV current transformers and voltage transformers, a packaged control enclosure for the HV breaker and transformer equipment, HV towers, structures, and HV cabling.

4.10.3.2. 60 kV Line Interconnection

The Proposed Project would include construction of an overhead 60 kV line constructed by SVP to interconnect the BESS to SVP's grid. The SVP-owned line would be approximately 300 feet long and supported on 2 light-weight steel monopoles approximately 60 feet tall. Depending on final engineering, SVP will secure an easement from the adjacent property for the interconnection line, if required.

The 60 kV line would interconnect the new Space Park Junction Substation on the Project property to the existing KEN-OKJ 60 kV line, between Kenneth (KEN) Substation and Oaks Junction (OKJ) Substation. This interconnection will be used to receive and deliver energy. Protection and control panel upgrade or configuration also will be required at SVP's Kenneth and Oaks Junction Substations.

4.10.4. Project Construction Activities

4.10.4.1. Staging Area

The Project site is planned to be used as the primary staging area for construction equipment, new materials, and parts for the Project. If additional staging areas or storage space is necessary, Ameresco will rent temporary space near the Project site. Some equipment and materials may be temporarily stored at existing SVP yards prior to delivery to the BESS site. One example of a potential staging area would be SVP's storage yard located at 1715 Martin Avenue, Santa Clara, CA, which is approximately 1 mile from the Project site. The Project ~~KRS BESS~~ staging area would include temporary portable bathroom facilities; construction equipment storage during off work hours and weekends; materials storage; and a construction trailer.

Access to the site would be from Raymond Street by way of the existing driveway. After ~~p~~Project completion, all temporary facilities, debris, and old equipment would be removed. As described below, work would occur in phases, with demolition of the existing building occurring before construction activities.

4.10.4.2. Site Work

Site Preparation

Phase 1: Ameresco would obtain a Demolition Permit from the City to demolish the existing building prior to the start of BESS construction.

Phase 2: Site preparation would include all required earthwork and subsurface work. All work activities would take place within the proposed Project area. Installation of temporary fencing to secure the Project area during construction will be installed. Existing vegetation, including trees, within the property would be removed. Overhanging trees outside the property may be trimmed or removed as necessary to ensure safe operation of the BESS facility. Ameresco would consult with the City arborist regarding tree work.

The area would be graded to ensure proper drainage, and grading would occur in coordination with adjacent Kifer Receiving Station projects. If hazardous materials are encountered during building demolition or Project earthwork, the material will be handled consistent with the requirements of State and Federal regulations regarding treatment or disposal and remediation of hazardous materials. Clean fill material may be required to achieve the planned final grade. Soil compaction of the site would be implemented per engineering recommendations.

Construction

Phase 3: Equipment pads and foundations would be installed to support all major equipment. Once foundations are installed, the prefabricated BESS and PCS enclosures and all major equipment would be set in place. Below ground conduit runs for all system required cabling would be installed throughout the BESS yard.

Once all equipment is installed a finished grade for the BESS yard along with an access road around the BESS yard would be installed per City~~SVP~~ standards. A permanent chain link fence would be installed on the south and east sides of the Project site and a concrete masonry unit (CMU) wall would be installed on the north and west sides of the site.

SVP would construct the 60 kV line interconnection during Phase 3 of construction.

4.10.4.3. Site Access, Security, and Lighting

Security would consist of a combination of a 10-foot-high chain link fence and CMU block wall. Two controlled gates would access the site from Raymond Street. The gates would be either swinging or sliding

gates, with a minimum width of 20 feet. This access would be keyed, and a KNOX box[1] installed to allow only authorized access.

Additional site security measures may include a monitoring camera system designed to cover the entire facility. This system would be remotely monitored, and security breaches would be reported to emergency responders as well as site operators. An intrusion detection system may be installed along perimeter of the fence to alter monitors of breaches. A camera system working in conjunction with the fence intrusion system would decrease the number of false alarms. The Project would comply with North American Energy Reliability Corporation (NERC) and Western Electricity Coordination Council (WECC) requirements for regulatory control and security systems.

Low-level lighting would be installed at the gates and at strategic locations around the facility. All Project lighting would be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties. The lighting would conform to National Electric Safety Code (NESC) requirements and all applicable City of Santa Clara outdoor lighting standards.

4.10.4.4. Water Use

Water use during construction would be for dust control, concrete cleaning, and basic housekeeping purposes. Adjacent buildings, walls, and trees shelter the site from strong winds. However, ground disturbance could raise dust. This would be controlled by watering. The quantity of water needed would be nominal and would be supplied from existing hydrants and/or trucked to the site. During BESS operation, little water use would be required.

The Project includes installation of two fire hydrants on the site (See Figure 2, Preliminary Kifer Receiving Station BESS Layout). These fire hydrants are for additional fire suppression beyond what is integral to the BESS enclosures, to prevent from the spread of a fire to surrounding properties.

4.10.4.5. Construction Workforce and Equipment

The size of the daily workforce would vary depending on the construction activities occurring on any particular day. Workers would carpool or arrive in crew trucks. It is estimated that the peak number of construction personnel would rarely exceed 25 workers and traffic to and from the site generated by workers and equipment/materials delivery would not exceed a maximum of approximately 30 trips per day. Most workdays would have a smaller workforce and lower trip generation. Table 4-1, Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates), lists the expected equipment and personnel by construction activity. Not all equipment and personnel would be used during all construction phases or activities. This is a preliminary equipment list; other equipment may be identified when Project design is finalized or during construction if unexpected conditions require additional equipment.

Table 4-1. Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates)

Activity	People	Quantity of Equipment
Survey	1 to 2	1 Pickup truck
BESS Installation	10-15	5 semi-trucks with trailers 1 crane

[1] A Knox Box is a small, wall-mounted safe that holds building keys for fire departments, emergency medical services, and sometimes police to retrieve in emergency situations. Local fire departments can hold master keys to all boxes in their response area so that they can quickly enter a facility without having to force entry or find individual keys held in deposit at the station.

Table 4-1. Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates)

Activity	People	Quantity of Equipment
Auger Holes for Wood and Light Duty Poles	3	1 Line truck with auger attachment 1 Pickup truck 1 Backhoe or skid loader
Concrete Pier Foundation Installation	5-6	1 Line truck 1 Backhoe or skid loader 1 Drill rig 1 Crane 1 Water truck 1 Pickup truck 3 Cement trucks
Material Haul	3	1 semi-truck with trailer
Pole Delivery	3	1 Pole delivery truck 1 Pickup or light SUV
Light-Duty Steel Pole Installation (Ground access, per crew; construction would include 2 crews)	5 per crew	2 Crew cab truck 2 Line trucks with bucket and trailer (transports boom and auger) 1 Backhoe or skid loader
Conductor Installation (up to 2 crews may be present during wire stringing activities)	5 per crew	1 Line truck or semi-truck with wire reel 2 Pickup trucks 2 Line truck with bucket/crane 1 Line truck with wire puller 1 Line truck with wire tensioner

Table 4-2, Equipment Expected to be Used During Construction, describes the anticipated use of the equipment listed in Table 4-1.

Table 4-2. Equipment Expected to be Used During Construction

Equipment	Use
Aerial Lift (or Line Truck with Bucket)	Lifts crew members to make line connections
Auger truck	Drill holes for wood pole installation
Cement mixer/truck	Deliver and pour concrete foundations
Crane	Lifting of heavy equipment and poles into place
Crew cab truck or pickup truck	Transport personnel
Dump truck	Hauling of dirt around site
Excavator	Excavating for foundations and removal of existing concrete structures
Generator set	Power generation for operation of tools
Line truck (with auger, puller, worker lift bucket, crane/boom, etc.)	Transport, install or remove, poles, conductor, or materials
Mechanics service trucks	Service/repair vehicles and construction equipment
Mixer	Mixing mortar for concrete masonry unit (CMU) walls
Reel trailers with reel stands (semi-trailer or truck mounted type)	Haul conductor
Office trailers	Supervision and Project meeting activities
Plate compactor	Grading, compact soil
Pump	Dewatering if groundwater is encountered, removal of foundation slurry, and watering for dirt suppression, if necessary
Forklift	Loading and Transport of poles

Table 4-2. Equipment Expected to be Used During Construction

Equipment	Use
Roller	Soil compaction and paving
Semi-truck (with trailer)	Deliver major equipment (BESS and substation) and Haul wire reel
Sweeper/Scrubber	Road cleaning, if necessary
Tensioner (line truck mounted)	Install conductor
Backhoe or skid loader	Grading, backfilling of holes, loading soil
Water truck	Dust suppression, transport water to concrete foundation locations, water for stabilizing slurry
Welder	For any welding that may be required
Worker lift (truck mounted)	Lift workers to perform work on structures

4.10.4.6. Construction Traffic and Circulation

Site access for crews, materials, and equipment would be from Raymond Street via the existing driveways. The driveways are each approximately 25 feet wide. No materials, equipment, or vehicles would be staged in the driveways. Temporary short-term lane closures on some public roads may be required during the 16-month construction period to accommodate delivery of oversized equipment or materials.

4.10.4.7. Vegetation Clearance

There are approximately 11 trees currently on the site, within a planter surrounded by pavement in the parking lot. There is also scattered vegetation surrounding an existing building on the site. All the trees and vegetation would be removed as part of the Project. Tree trimming for trees located on adjacent parcels may be required. SVP would consult with the City Arborist to determine the proper time to remove the trees, outside of nesting bird season, and whether replacement trees would be required to be planted elsewhere in the City.

4.10.4.8. Erosion and Sediment Control and Pollution Prevention

A small, temporary stockpile of excavated dirt for foundations may be located onsite. There may be two foundations required. The stockpile would either be spread on the site or transported offsite. Sediment controls would be implemented to prevent water or wind disturbance and migration of the soil.

4.10.4.9. Cleanup and Post Construction Restoration

Construction debris, waste, and old equipment would be reused, recycled, or disposed of in accordance with all laws and regulations regarding the disposal of construction debris.

Waste would be stored in approved on site containers or areas and periodically hauled away for recycling or disposal. SVP would conduct a final site survey to document that clean-up activities have been successfully completed as required.

4.10.4.10. Construction Schedule

Construction is expected to take approximately 16 months and is anticipated to be complete by the end of July 2025. Construction would start with mobilizing construction equipment, crews, and materials to the Project site. In general, after demolition and vegetation removal, construction would begin with site grading and compacting and below grade work (e.g., excavating for the ground grid, holes for poles, and concrete foundations) and would be followed by installation of all major equipment, including battery and PCS enclosures, HV circuit breakers, dead end structures, control houses, and auxiliary transformers.

SVP would install the interconnection line between the BESS site and the SVP grid. The KEN-OKJ 60 kV would be deenergized to interconnect the BESS, but no customer outages are expected. When construction is essentially complete, the site would be paved with an aggregate base. Various types of construction activity may occur simultaneously within the site. It is anticipated that to the extent feasible, construction activities would occur between 7:00 a.m. and 6:00 p.m. on weekdays and 9:00 a.m. and 6:00 p.m. on Saturdays, with no work performed on Sundays.

4.10.5. Operation and Maintenance

Once the KRS BESS is energized and interconnected, the ~~p~~Project would be unmanned. Ameresco's existing operations and maintenance division would assume inspection, patrol, and maintenance duties. At least two staff from Ameresco's operations and maintenance division would be assigned to the Kifer BESS Project, who will perform preventative maintenance. The 60 kV interconnection and the portion of the site supporting the 60 kV substation owned and maintained by SVP would be incorporated into SVP's existing maintenance programs. The operation and maintenance activities at the BESS would be similar to SVP's existing activities.

4.10.6. Fire Safety

4.10.6.1. Fire Safety During Construction

Fire protection provided during construction would limit risk of personnel injury, property loss, and potential disruption to the adjacent Kifer Receiving Station.

Fire extinguishers and other portable fire-fighting equipment would be available onsite and at KRS. These fire extinguishers would be maintained in accordance with local and federal Occupational Safety and Health Administration (OSHA) requirements. Locations of portable fire extinguishers would include, but not be limited to, office spaces, hot work areas, flammable storage areas, and mobile equipment such as work trucks and other vehicles. Fire-fighting equipment would be marked conspicuously and be accessible. Portable equipment would be routinely inspected, as required by local and federal laws, ordinances, regulations, and standards, and replaced immediately if defective or needing charge. Fire protection would include minimizing flammable materials in the BESS yard, such as vegetation.

4.10.6.2. Fire Safety During BESS Operations

The BESS would comply with the current California Fire Code (CFC), which governs requirements to minimize the risk of fire and life safety hazards specific to battery energy storage systems used for load shedding, load sharing, and other grid services (Chapter 12 Section 1206 of the 2019 CFC). In accordance with the CFC, the battery enclosures and the site installation design are required to be approved by the State Fire Marshal. If applicable, the BESS would be certified to UL 9540, the standard associated with control, protection, power conversion, communication, controlling the system environment, air, fire detection and suppression system related to the functioning of the energy storage system. The battery would be tested to UL 9540A, a test method intended to document the fire characteristics associated with a thermal event or fire and would confirm that the system will self-extinguish without active fire-fighting measures. The system would be designed such that, during a fire event, the results of the UL 9540A test would show that any internal fire is contained within the enclosure and not spread to the other parts of the facility. The results of this test are used to inform facility safety system design and emergency response plans, which would be shared with first responders. The BESS system would be equipped with a dry agent fire suppression system. If smoke or heat were detected, or if the system were manually triggered, an alarm would sound, horn strobes would flash, and the system would release suppressant, typically

FM-200, NOVEC 1230 or a similar clean agent[2] from pressurized storage cylinders. However, final safety design would follow applicable standards and would be specific to the battery technology chosen, including, but not limited to, National Fire Protection Association 855 (standard for the Installation of Stationary Energy Storage Systems) and Section 1206 of the California Fire Code.

During O&M activities, standard defensible space requirements would be maintained surrounding any welding or digging operations.

4.10.7. Required Approvals

The Applicant would obtain permits for the Project, as needed. Table 4-3, Permits and Approvals Necessary for the Proposed Project, lists permits and approvals that may be required for Project construction.

Table 4-3. Permits and Approvals Necessary for the Proposed Project

Agency	Purpose	Permit, Approval, or Exemption
State		
Regional Water Quality Control Board, Region 2 (San Francisco Bay)	Consistency with state water quality standards	■ 401 Certification ■ Storm Water Construction General Permit 99-08-DWQ ■ National Pollutant Discharge and Elimination System (NPDES) Permit ■ Waste Discharge Requirements (WDRs)
Local		
City of Santa Clara	Construction and Demolition	■ Grading and Wall Permits ■ Traffic Control Plans ■ Excavation Permit ■ Tree Removal Permit ■ Building permit for BESS ■ Demolition Permit

4.10.8. Alternatives

The purpose of an alternatives analysis under CEQA is to identify options that would feasibly attain the Project's objectives while reducing the significant environmental impacts resulting from the proposed Project. CEQA does not require the inclusion of an alternatives analysis in a mitigated negative declaration (MND) because the Initial Study (IS) concludes that, with incorporation of any mitigation measures required, there would be no significant adverse impacts resulting from the proposed Project (CEQA Guidelines Sections 15063(d) and 15071). Therefore, no alternatives analysis is provided in the Initial Study. Building the Project at the proposed site places the BESS close to an existing substation and takes advantage of the existing transmission network already established at and near the site. Any alternative to the Project would require a parcel of land near an SVP substation, which would be difficult to find in the City, which is largely built out.

[2] Clean agents, including inert gases, are commonly used to suppress fires in machinery and electrical equipment, including occupied spaces, because they do not damage components and are considered safe for people and the environment.

5. ENVIRONMENTAL SETTING AND ENVIRONMENTAL IMPACTS

5.1. Aesthetics

AESTHETICS **Except as provided in Public Resources Code Section 21099, would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.1.1. Setting

5.1.1.1. Methodology

Visual or aesthetic resources are the visible natural and cultural features of the environment that contribute to the public's enjoyment of the environment. Visual resource or aesthetic impacts are generally defined in terms of a project's physical characteristics and potential visibility and the extent that the Project's presence would change the visual character and quality of the environment where it would be located.

Visual resources at and near the Project site were assessed in the field and potential visual changes due to Project activities were evaluated. Visual resources of the Project area were investigated based on the following criteria: (1) existing visual quality and scenic attributes of the landscape; (2) location of sensitive receptors in the landscape; (3) assumptions about receptors' concern for scenery and sensitivity to changes in the landscape; (4) the magnitude of visual changes in the landscape that would be brought about by construction and operation of the proposed Project; and (5) compliance with State, County, and local policies for visual resources. The evaluation of potential changes in the area's visual character is presented in the following paragraphs.

5.1.1.2. Existing Landscape Setting and Viewer Characteristics

This section discusses the existing visual character of the region, existing visual quality in the Project area; viewer concern, and viewer exposure to the proposed Project, leading to a rating of overall visual sensitivity. Also discussed are the existing sources of light and glare within the Project area.

Aesthetic Context of the Project and its Vicinity. The proposed Project would be located on an existing SVP property in an urbanized area of the City of Santa Clara. The site is located on a public surface street. The Project vicinity is highly developed, with the SVP Kifer Substation to the east, low intensity office developments to the north and west, and a continuation of the SVP parcel to the south. All parcels in the

Project vicinity are zoned for either Light Industrial use or Public or Quasi Public use, the latter of which is used for substations.

The land use in the area is a mix of light industrial and low intensity office/R&D, which includes data centers. The proposed Project site is not located in an area designated as a protected scenic resource and is therefore not subject to scenic protection standards. In addition, the proposed site is not located near an officially designated scenic highway (Caltrans, 2023).

Existing Views of the Project. Views of the proposed Project are limited by its location behind existing industrial developments, office buildings, and vegetation. The closest residential community to the Project is approximately 0.55 miles to the northeast. The Project would not be visible from this location due to the distance and dense urban development in the area. There are several trees on the site which would be removed during site preparation, as part of the Project.

Viewer Concern and Sensitivity to Visual Change. Viewer concerns regarding the observed landscape are shaped by expectations of what the viewer will experience and by existing conditions. The Project site currently supports a building which is no longer in use. The building is currently overgrown with vegetation. These visual elements have been long established in the landscape. As well, the surroundings on all sides of the site consist of a densely built environment, with no sensitive receptors. The visual change proposed at the site would be largely viewed from nearby or adjacent businesses. The wall proposed to surround the site would screen ground-level views. There are no transmission poles currently at the site, and two poles would be added, neither of which would be directly on a public street. The new transmission line would interconnect with an existing transmission line. The visual change due to the Project would be visible to a limited number of people, mostly people who work at the adjacent office buildings, and would be consistent with the current visual character of the site and vicinity.

5.1.1.3. Regulatory Background

This section includes a description of the aesthetic resources' regulatory framework. There are no federal or state regulations or policies related to aesthetic resources applicable to the Project.

Local

City of Santa Clara General Plan. The City's land use policies consider the effects of development to public facilities and infrastructure. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.3.1-P27.** Encourage screening of above-ground utility equipment to minimize visual impacts.
- **Policy 5.3.1-P28.** Encourage undergrounding of new utility lines and utility equipment throughout the City.
- **Policy 5.3.1-P29.** Encourage design of new development to be compatible with, and sensitive to, nearby existing and planned development, consistent with other applicable General Plan policies.

5.1.2. Environmental Impacts and Mitigation Measures

a. Would the project have a substantial adverse effect on a scenic vista?

NO IMPACT. The flat topography and developed character of this part of the City of Santa Clara does not provide scenic vistas, which typically are views of open spaces or views from elevated topographic positions. The nearest mountains or areas of high elevation that would provide panoramic views that could include the Project site are over 5 miles away. Views from these locations would overlook the highly

developed urban landscape, within which the BESS facility would be indiscernible. The Project would therefore result in no impact to a scenic vista.

b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

NO IMPACT. The proposed Project would require vegetation and tree removal. The Project site is not visible from a scenic highway or an historic building. Based on these conditions, there would be no impacts to scenic resources within a State scenic highway.

c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of the public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

LESS THAN SIGNIFICANT. The Project is located in an urbanized area with primarily light industrial and low intensity office/R&D land uses, as defined in the City of Santa Clara General Plan. An abandoned building currently sits on the site.

In the short term, the presence of equipment and vehicles may be noticeable to the nearby businesses and persons using local roads. However, construction activities would be temporary.

Currently, the site is paved, and the site would be paved as part of the Project. The existing building, all vegetation, and all trees on the site would be removed. If necessary, trimming overhanging vegetation from adjacent parcels would be conducted. This removal would change the Project site, but would not be a significant change within the overall landscape, due to the urbanized character of area.

The proposed Project would be consistent with applicable zoning, regulations and the applicable policies of the City of Santa Clara General Plan, as noted in Section 5.1.1 and in Section 5.11 (Land Use); thus, the impact would be less than significant.

d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

LESS THAN SIGNIFICANT. Construction activities would occur during daylight hours and would not include nighttime work that would necessitate the use of lighting within work areas. The surfaces of new structures and enclosures would be non-reflective and would not create glare. The existing nighttime lighting at the site consists of one light in the existing parking area and two street lights across the street from the Project site on Raymond Street. Adjacent properties also have night lighting.

For safety and security, low level lighting would be installed at the gates and at strategic locations around the facility. All Project lighting would be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties. The lighting would conform to National Electric Safety Code (NESC) requirements and all applicable City of Santa Clara outdoor lighting standards.

There is existing lighting from the industrial developments near the entrance to the Project site on Raymond Street. The new lighting would be minimal and would not adversely affect the day or nighttime views in the area, therefore, the impact would be less than significant.

5.2. Agriculture and Forestry Resources

AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.2.1. Setting

The proposed Project is located in a developed area with no agricultural activity or forestry resources at or near the site. The surrounding lands are designated as Urban and Built-Up Land under the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP) (DOC, 2022). The properties in the areas along the proposed Project are not under California Land Conservation Act of 1965 (referred to as the Williamson Act) contracts (DOC, 2017).

5.2.1.1. Regulatory Background

This section includes a description of the agriculture and forestry resources regulatory framework. There are no federal or local regulations associated with agriculture and forestry resources that are relevant to the proposed Project.

State

Farmland Mapping and Monitoring Program (FMMP). The FMMP was established in 1982 to identify various categories of farmland throughout California and to assess the location, quantity, and quality of agricultural lands and conversion of these lands to other uses.

Williamson Act. The Williamson Act is intended to help preserve farmland by allowing counties to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use in return for a reduction in assessed property taxes. As stated in Section 51222 of the California Government Code, the minimum acreage requirement for individual parcels to enter into Williamson Act contracts is 100 acres.

5.2.2. Environmental Impacts and Mitigation Measures

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as Shown on the Maps Prepared Pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to Non-agricultural use?

NO IMPACT. The proposed Project site and all of the land in the vicinity are designated as Urban and Built-Up Land. Agriculture is not practiced in the area. The proposed Project would not result in conversion of Farmland to non-agricultural use.

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

NO IMPACT. The City of Santa Clara does not participate in the Williamson Act. There is no designated zoning for agricultural use, and the City of Santa Clara General Plan does not include an Agriculture Element. The proposed Project route would not conflict with zoning for agricultural use.

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

NO IMPACT. The proposed Project route is in an urban area and is not forested. The proposed Project would not conflict with zoning for forest land, timberland, or timber production.

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

NO IMPACT. The proposed Project would not affect any forest land since the proposed Project site is located in an urban area that is not forested. There would be no conversion of forest land to non-forest use.

e. Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

NO IMPACT. There is no Farmland, agriculture, or forestland along or near the proposed Project. The proposed Project would not result in changes in the environment that would result in the conversion to non-agricultural or non-forest uses.

5.3. Air Quality

AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. **Would the project:**	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?	☐	☒	☐	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.3.1. Setting

Air Basin. The ~~KRS BESS~~ Project would be in the San Francisco Bay Area air basin in the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), which regulates sources of air pollution and the programs to improve air quality in the region. The San Francisco Bay Area air basin is characterized by complex terrain, consisting of coastal mountain ranges, inland valleys, and bays, which distort normal wind flow patterns. The Coast Range has a western coastal gap, the Golden Gate, and an eastern coastal gap, the Carquinez Strait, which allow air to flow in and out of the Bay Area air basin and California's Central Valley (BAAQMD, 2017).

Criteria Air Pollutants. Air quality is determined by measuring ambient concentrations of certain criteria air pollutants. The criteria pollutants are ozone, respirable particulate matter (PM10), fine particulate matter (PM2.5), carbon monoxide (CO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and lead. Ozone is an example of a secondary pollutant that is not emitted directly from a source (e.g., an automobile tailpipe), but it is formed in the atmosphere by chemical and photochemical reactions. Reactive organic gases (ROG), including volatile organic compounds (VOC), and nitrogen oxides (NOx) are regulated as precursors to ozone formation.

The California Air Resources Board (ARB) and the U.S. Environmental Protection Agency (U.S. EPA) have independent authority to develop and establish health-protective ambient air quality standards, although the different legislative and scientific contexts cause some diversity between State and Federal standards currently in effect in California. The monitored levels of the pollutants are compared to the current National and California Ambient Air Quality Standards (NAAQS and CAAQS) to determine degree of existing air quality degradation. The standards currently in effect in California are shown in Table 5.3-1.

Table 5.3-1. National and California Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards
Ozone	1-hour	0.09 ppm	—
	8-hour	0.070 ppm	0.070 ppm
Respirable Particulate Matter (PM10)	24-hour	50 µg/m^3	150 µg/m^3
	Annual Mean	20 µg/m^3	—

Table 5.3-1. National and California Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards
Fine Particulate Matter (PM2.5)	24-hour	—	35 µg/m^3
	Annual Mean	12 µg/m^3	12.0 µg/m^3
Carbon Monoxide (CO)	1-hour	20 ppm	35 ppm
	8-hour	9.0 ppm	9 ppm
Nitrogen Dioxide (NO_2)	1-hour	0.18 ppm	0.100 ppm
	Annual Mean	0.030 ppm	0.053 ppm
Sulfur Dioxide (SO_2)	1-hour	0.25 ppm	0.075 ppm
	24-hour	0.04 ppm	0.14 ppm
	Annual Mean	—	0.030 ppm

Notes: ppm=parts per million; µg/m^3= micrograms per cubic meter; "—" = no standard
Source: ARB, 2016.

Ambient Air Quality Attainment Status and Air Quality Plans. The U.S. EPA, ARB, and the local air district classify an area as attainment, unclassified, or nonattainment of a pollutant, and these designations dictate the air quality management planning activities needed make future air pollutant reductions. The classification depends on whether the monitored ambient air quality data show compliance, insufficient data available, or non-compliance with the ambient air quality standards, respectively. Table 5.3-2 summarizes attainment status in the San Francisco Bay Area air basin for the criteria pollutants under both the state and federal standards.

Table 5.3-2. Attainment Status for San Francisco Bay Area

Pollutant	California Designation	Federal Designation
Ozone	Nonattainment	Nonattainment
PM10	Nonattainment	Unclassified/Attainment
PM2.5	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO_2	Attainment	Unclassified/Attainment
SO_2	Attainment	Unclassified/Attainment

Source: BAAQMD, 2023.

Toxic Air Contaminants. Toxic air contaminants (TACs) are air pollutants that may lead to serious illness or increased mortality, even when present in relatively low concentrations. Potential human health effects of TACs include birth defects, neurological damage, cancer, and death. There are hundreds of different types of TACs with varying degrees of toxicity. Individual TACs vary greatly in the health risk they present; at a given level of exposure, one TAC may pose a hazard that is many times greater than another's. TACs do not have ambient air quality standards but are regulated by the local air districts using a risk-based approach. Diesel particulate matter (DPM) is classified as a TAC, and statewide and local programs focus on managing this pollutant through motor vehicle fuels, engine, and tailpipe standards because many toxic compounds adhere to diesel exhaust particles. The KRS BESS Project would not be considered a stationary source subject to risk assessment programs.

Sensitive Receptors. Residential areas, day care centers, hospitals, and schools are some examples of sensitive receptors. The BAAQMD defines sensitive receptors as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses (BAAQMD, 2017). The site is surrounded by other light industrial uses, including office buildings and utilities. No air quality sensitive receptors are located within 1,000 feet of the Project site.

5.3.1.1. Regulatory Background

California Clean Air Act. The California CAA and the California Health and Safety Code requires each region to develop and implement strategies to attain CAAQS and establishes broad authority for California to regulate emissions from mobile sources. The BAAQMD must periodically prepare air quality management plans to show how the standards will be met. The 2017 Bay Area Clean Air Plan is the current control strategy to reduce emissions of ozone precursors and reduce transport of ozone and its precursors to neighboring air basins.

U.S. EPA/ARB Off-Road Mobile Sources Emission Reduction Program. The California Clean Air Act mandates that ARB achieve the maximum degree of emission reductions from all off-road mobile sources in order to attain the state ambient air quality standards. Off-road mobile sources include construction equipment. The earliest (Tier 1) standards for large compression-ignition engines used in off-road mobile sources became effective in California in 1996. Since then, the Tier 3 standards for large compression-ignition engines used in off-road mobile sources went into effect in California for most engine classes in 2006, and Tier 4 or Tier 4 Interim (4i) standards apply to all mobile off-road diesel engines model year 2012 or newer. Engines used in large generator sets became subject to Tier 4 exhaust emissions standards for model year 2015 and newer. These standards address NOx emissions and toxic particulate matter from diesel combustion. The California Emission Standards for Off-Road Compression-Ignition Engines are as specified in California Code of Regulations (CCR) Title 13, Division 3, Chapter 9, Article 4, Section 2423.

ARB In-Use Off-Road Diesel-Fueled Fleets Regulation. The regulation for in-use off-road diesel-fueled fleets is designed to reduce mobile-source NOx and toxic DPM. Depending on the size of the fleet of equipment, the fleet owner must ensure that the average emissions performance of the fleet meets certain statewide standards. In lieu of improving the emissions performance of the fleet, electric systems can be installed to replace diesel equipment in the fleet average calculations. Presently, all equipment owners are subject to a five-minute idling restriction in the rule (13 CCR, Chapter 10, Section 2449).

ARB Portable Equipment Registration Program (PERP). This program allows owners or operators of portable engines and associated equipment commonly used for construction or farming to register their units under a statewide portable program that allows them to operate their equipment throughout California without having to obtain individual permits from local air districts.

ARB Airborne Toxic Control Measures (ATCM). Diesel engines on portable equipment and vehicles are subject to various ATCMs that dictate how diesel sources must be controlled statewide. For example, the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling generally limits idling of commercial motor vehicles (including buses and trucks) within 100 feet of a school or residential area for more than five consecutive minutes or periods aggregating more than 5 minutes in any one hour (13 CCR, Chapter 10, Section 2485). Diesel engines used in portable equipment fleets are subject to stringent DPM emissions standards, generally requiring use of only newer engines or verified add-on particulate filters (17 CCR Section 93116).

City of Santa Clara General Plan. The City of Santa Clara, 2010-2035 General Plan (General Plan) includes the following air quality goals and policies to help promote sustainability and encourage land use and transportation patterns that reduce air pollutant emissions and to provide adequate buffer distances between sources and receptors (City of Santa Clara, 2014):

- **Goal 5.10.2-G1.** Improved air quality in Santa Clara and the region.
- **Goal 5.10.2-G2.** Reduced greenhouse gas emissions that meet the State and regional goals and requirements to combat climate change.
- **Policy 5.10.2-P3.** Encourage implementation of technological advances that minimize public health hazards and reduce the generation of air pollutants.

- **Policy 5.10.2-P4.** Encourage measures to reduce greenhouse gas emissions to reach 30 percent below 1990 levels by 2020.
- **Policy 5.10.2-P5.** Promote regional air pollution prevention plans for local industry and businesses.
- **Policy 5.10.2-P6.** Require "Best Management Practices" for construction dust abatement.
- **Policy 5.10.5-P35.** Establish minimum buffers between odor sources and new residential or other uses with sensitive receptors, consistent with BAAQMD guidelines, unless a project-specific study demonstrates that these risks can be reduced to acceptable levels.

The 2010-2035 General Plan also includes certain prerequisite goals and policies to support major strategies in the City and generally recognize the importance of planning from a "big picture" perspective, including the protection of community health, as follows (City of Santa Clara, 2014):

- **Policy 5.1.1-P24.** Prior to the implementation of Phase III, the City will include a community Risk Reduction Plan ("CRRP") for acceptable Toxic Air Contaminant ("TAC") concentrations, consistent with the Bay Area Air Quality Management District ("BAAQMD") CEQA Guidelines, including risk and exposure reduction targets, measures to reduce emissions, monitoring procedures, and a public participations process.

BAAQMD CEQA Guidelines Thresholds of Significance. The BAAQMD developed the following thresholds as recommendations for use in the CEQA process. For construction-related criteria air pollutant emissions, construction of a project may cause a significant impact if it would:

- Emit more than 54 pounds per day (lb/day) of reactive organic gases (ROG) or volatile organic compounds (VOC);
- Emit more than 54 lb/day of nitrogen oxides (NOx);
- Emit more than 82 lb/day of PM10 from exhaust; or
- Emit more than 54 lb/day of PM2.5 from exhaust.

Similar thresholds exist for a project during operation along with a threshold for localized concentrations of CO greater than 9 ppm (8-hour average) or 20 ppm (1 hour average). For PM10 and PM2.5 related to construction fugitive dust, the BAAQMD recommends that every project should include best management practices rather than achieve specific fugitive dust emissions thresholds. The basic construction emissions control measures appear in the BAAQMD CEQA Guidelines (BAAQMD, 2017).

5.3.2. Environmental Impacts and Mitigation Measures

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

NO IMPACT. The BAAQMD is the primary agency responsible for managing local air quality and administering other California and federal programs ensuring implementation of the air quality management plan. The 2017 Bay Area Clean Air Plan is the BAAQMD's current plan to achieve state and national ambient air quality standards, comply with California and federal air quality planning requirements, and maintain healthy air in the San Francisco Bay Area.

The BAAQMD recommends evaluating whether local long-range plans: (a) support the primary goals of the 2017 Clean Air Plan; (b) include relevant control measures; and (c) do not interfere with implementation of 2017 Clean Air Plan control measures. The BAAQMD's 2017 Clean Air Plan anticipates that electricity consumption and demand for electricity will increase as a result of economic and demographic growth and due to increased electrification caused by shifting energy demand away from fossil fuels. The Proposed Project would modify the existing SVP infrastructure to provide an electric transmission system resource that delivers stored electricity during peak times. By improving the delivery of electricity to the transmission system, the Project would support the primary goals of the 2017 Clean Air Plan and increased

electrification of energy demands. No control measures from the plan would be directly applicable to the Project, and the Project would not disrupt or hinder implementation of any plan control measures.

A ~~P~~project could be found inconsistent with the applicable air quality management plan or attainment plan if it could cause population and/or employment growth or growth in vehicle-miles traveled in excess of the growth forecasts included in the air quality attainment plan. Since the Project would be unmanned, the Project would not require any new permanent full-time or part-time staff after construction is complete. Ameresco's existing operations and maintenance division will assign two staff who would provide O&M services as needed. Therefore, the Project would not conflict with or obstruct implementation of the applicable air quality plan. No impact would occur, and no mitigation is required.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. The construction-related increase in air pollutant emissions would occur in the regional context of the San Francisco Bay Area air basin that is currently designated as "nonattainment" for ozone, PM10, and PM2.5 (Table 5.3-2, Attainment Status for San Francisco Bay Area).

The construction-phase activities include mobilizing vehicles and equipment for demolition and construction, crews, and materials. The site work would include demolition of the existing building, vegetation removal, grading, installing concrete foundations, installing prefabricated equipment, paving, and installing poles for the 60 kV line interconnection. These activities during construction would generate emissions at the work area and along the roadways used to access the site.

Construction emissions would be caused by exhaust from vehicles and equipment (e.g., ozone precursors [volatile organic compounds and NOx], CO, and particulate matter [PM10 and PM2.5]) and fugitive dust that includes particulate matter from ground-disturbing activities. The mobile sources would be a mix diesel-powered off-road construction equipment types, including: cranes, lifts, loaders, an auger drill rig, rollers, and small welders. On-road mobile sources would include diesel and gasoline-powered vehicles for linework and trucks for deliveries of concrete, water and other materials. Outside of the work site, construction traffic would cause exhaust emissions from the trucks and other vehicles used by crews, materials, and equipment to access the work site.

Construction is expected to take approximately 16 months. The peak number of construction personnel would be 25 workers, and traffic to and from the site during construction would not exceed approximately 30 trips per day.

Project-related construction emissions calculations rely on factors from the ARB EMFAC2017 model and other databases embedded in the California Emissions Estimator Model (CalEEMod), version 2020.4.0. The detailed emission calculations are based on the proposed workforce and types of equipment (see Project Description, Section 4.10.4). The activity details that were modeled and the results appear in CalEEMod output files (Aspen, 2023). Table 5.3-3 summarizes the maximum daily emission rates of the Proposed Project construction activity.

Table 5.3-3. Estimated Maximum Daily Construction Emissions (lb/day)

Construction Activity	VOC	NOx	CO	SO_2	PM10 (exhaust)	PM2.5 (exhaust)
Demolition	1.4	13.6	12.1	0.0	0.6	0.5
Site Preparation, Foundations	1.9	18.3	19.5	0.0	0.7	0.6
BESS Installation, Tie-Line	2.2	19.5	24.6	0.1	0.7	0.7

Construction Activity	VOC	NOx	CO	SO_2	PM10 (exhaust)	PM2.5 (exhaust)
Paving	0.7	6.5	9.6	0.0	0.3	0.2
Cleanup	30.5	2.3	2.6	0.0	0.1	0.1
Maximum Daily Construction Emissions	**30.5**	**19.5**	**24.6**	**0.1**	**0.7**	**0.7**
Threshold of Significance	**54**	**54**	**None**	**None**	**82**	**54**

Source: CalEEMod Output Files; Aspen Environmental Group, 2023.

Table 5.3-3 shows that Project construction would not exceed the thresholds for individually significant Project impacts. With implementation of basic control measures recommended by BAAQMD, construction-related criteria air pollutants would not exceed thresholds that indicate cumulatively considerable levels.

The thresholds of significance (BAAQMD, 2017) recommended by the BAAQMD define mass emission rates that represent a potentially significant net increase for ozone precursor emissions (NOx or VOC) or exhaust emissions of particulate matter (PM10 and PM2.5). For construction dust, the BAAQMD recommends a qualitative approach emphasizing implementation of effective emissions control measures that avoid causing a cumulatively considerable net increase. The qualitative approach to reducing dust reflects the nature of construction phase emissions that are generally short-term in duration.

Concurrent construction of other projects near the Project site could result in increased local air quality impacts for the duration of simultaneous construction activities (Section 5.22). Emissions generated by Project construction would be temporary and variable and would be similar in nature to emissions from other typical and nearby construction activities. Simultaneous construction of other cumulative projects near the Project site would also be likely to implement general BAAQMD recommendations for minimizing air quality impacts. All activities must comply with BAAQMD rules regarding dust control.

To ensure that a cumulatively considerable net increase of emissions would not occur due to construction dust, basic construction emissions control strategies are drawn from BAAQMD guidance (BAAQMD, 2017). The basic construction emissions control strategies represent "Best Management Practices" consistent with City of Santa Clara air quality policies. The recommended emissions control measures appear in Mitigation Measure AQ-1.

With mitigation, construction of the Project would not result in a cumulatively considerable net increase of any criteria pollutants for which the region in is nonattainment, and the construction-related emissions would not substantially contribute to any air quality violation. This impact would be less than significant.

Mitigation Measure for Construction-Phase Air Quality

MM AQ-1 **Implement Basic Construction Air Quality Mitigation.** The Project shall ensure that basic construction emissions control measures are implemented as "Best Management Practices," as follows:

- All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, and graded areas) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

- All areas to be paved shall be completed as soon as possible. Foundation pads shall be laid as soon as possible after grading.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage regarding idling shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Operational emissions would be limited to the vehicle and equipment used for periodic maintenance, repair, and inspection of the ~~KRS BESS~~ Project. The Project would be unmanned, and monitoring and control functions for the new facilities would be assumed by Ameresco's existing staff. No additional operations staff would be hired by SVP as a result of the Project being put into service. Operational activities would not result in any net increase in mobile source emissions due to workers or staff maintaining the facility, and no new stationary sources are proposed. As a result, operation of the ~~KRS BESS~~ Project would not result in a cumulatively considerable net increase of any criteria pollutant. This impact would be less than significant, and no mitigation would be required during operations.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Construction would generate toxic air contaminants routinely found in the exhaust of gasoline powered motor vehicles and of diesel-fueled equipment, including diesel particulate matter (DPM). The Project would not involve any permanent or stationary sources of air pollution, but construction would temporarily bring construction equipment into the Project site and onto roadways accessing the site. For assessing community risks and hazards, the BAAQMD recommends evaluation of sources and receptors within 1,000 feet of the Project property boundary (BAAQMD, 2017). No air quality sensitive receptors are located within 1,000 feet of the Project site.

Short-term emissions associated with construction would occur onsite and along the roadways accessing the work areas, and the activities would be variable in sequence and timing. The proposed activities include mobilizing vehicles and equipment for demolition and construction, crews, and materials, and use of fleet of diesel-powered offroad equipment on the site to install the Project components.

Construction equipment and vehicles would access and move within the Project site throughout the construction duration of approximately 16 months. Within the overall duration, the emissions would vary and would not occur for long periods; this minimizes the potential that any location would be exposed to substantial pollutant concentrations.

Construction contractors would be required to control dust to avoid creating a nuisance, and the off-road diesel-fueled fleets regulation requires achieving a feasible level of control to minimize diesel exhaust emissions. Implementing "Best Management Practices" would minimize the emissions of pollutants, including dust and DPM or other toxic air contaminants. Mitigation Measure AQ-1, identified under criterion "b" in this section, would control dust, limit equipment idling times, and properly maintain equip-

ment to reduce construction phase emissions to levels below the applicable thresholds of significance. Implementing the best practices identified in the mitigation measure would ensure that receptors would not be exposed to substantial concentrations. Impacts under this criterion would be less than significant with mitigation for construction emissions.

Mitigation Measure for Construction-Phase Air Quality

MM AQ-1 Implement Basic Construction Air Quality Mitigation [see full text under Item (b) above.]

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. During Project operations, emissions would result from limited use of vehicles for routine maintenance, repair, and inspection. Operational activities would not result in any net increase in mobile source emissions that could expose sensitive receptors to substantial concentrations of air pollutants. This impact would be less than significant, and no mitigation would be required during operations.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

LESS THAN SIGNIFICANT. The Project would not include any sources likely to create objectionable odors. Construction would involve the temporary use of vehicles and construction equipment and materials, such as fuels and lubricants, that may generate intermittent, minor odors. Odors that occur in equipment exhaust would be minimized by mandatory use of ultra-low sulfur diesel fuel. Emissions of this nature would occur briefly during construction and would cease at the end of construction. There would be no notable impact of objectionable odors affecting a substantial number of people. This impact would be less than significant, and no mitigation is required.

5.4. Biological Resources

BIOLOGICAL RESOURCES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.4.1. Setting

This section describes the existing biological resources that occur in the proposed Project area. The Project site is located on a fully developed parcel in the City of Santa Clara, surrounded by urban development. The Project site has been developed and physically altered such that native vegetation communities are no longer present. A few trees are located in the northern portion of the Project area. Ornamental landscaping is also present along the northern and northeastern property line and around the existing, vacant building on the site.

5.4.1.1. Special-Status Plants and Animals

Due to the absence of suitable habitat in this highly urbanized environment there are no special-status plants or animals likely to occur in the Project area. The ground cover on the Project site is concrete pavement, and the limited vegetation consists of ornamental landscaping and approximately 11 trees.

Animals that may occur in the vicinity would include urban-adapted birds and mammals such as raccoon, skunk, and opossum. Except for a driveway onto the property, access to and through the site is impeded by existing fencing and adjacent urban development.

5.4.1.2. Nesting Birds

A variety of birds adapted to the urban environment may nest in the vicinity. Nests may be built in the trees or other vegetation, on the ground, or on structures on or near the site. Nesting birds are protected under the Migratory Bird Treaty Act (MBTA) as well as California Fish and Game Code.

5.4.1.3. Jurisdictional Waters

There are no jurisdictional waters or features within the Project site.

5.4.1.4. Regulatory Background

Federal

Federal Endangered Species Act of 1973 (16 U.S.C. § 1538). The federal Endangered Species Act (FESA) designates and provides for protection of threatened and endangered plant and wildlife species and their critical habitat. "Take" of a federally listed species is prohibited without the appropriate permits, which may be obtained through Section 7 consultation (between federal agencies) or a Section 10 Habitat Conservation Plan.

Migratory Bird Treaty Act (16 U.S.C. §§ 703–711). The Migratory Bird Treaty Act (MBTA) of 1918 protects all migratory birds. Birds protected under the MBTA include all native waterfowl, shorebirds, hawks, eagles, owls, doves, and other common birds such as ravens, crows, sparrows, finches, swallows, and others, including their body parts (for example feathers and plumes), active nests, and eggs. A complete list of protected species is found at 50 CFR 10.13. Enforcement of the provisions of the MBTA is the responsibility of USFWS.

Clean Water Act (33 USC §§ 1251-1376). The Clean Water Act (CWA) regulates the chemical, physical, and biological integrity of the nation's waters. Section 401 of the CWA requires that an applicant obtain State certification for discharge into waters of the United States. The Regional Water Quality Control Boards administer the certification program in California. Section 404 of the CWA established a permit program, administered by the U.S. Army Corps of Engineers, to regulate the discharge of dredged or fill material into waters of the United States, including wetlands.

State

CEQA Guidelines § 15380. Enacted in 1970, CEQA requires an applicant to fully disclose environmental impacts before issuance of a permit by state and local agencies. State CEQA Guidelines Section 15380(b) articulates the classifications of species to be analyzed under CEQA. In general, impacts to plants or their habitat having a California Rare Plant Rank of 1A (plants presumed extirpated in California and either rare or extinct elsewhere), 1B (plants rare, threatened, or endangered in California and elsewhere), 2A (plants presumed extirpated in California, but common elsewhere), 2B (plants rare, threatened, or endangered in California), or 3 (plants about which more information is needed — a review list) must be analyzed during preparation of the environmental documents relating to CEQA. According to the California Native Plant Society's (CNPS) Rare Plant Program, species with these California Rare Plant Rank rankings meet the definition of "rare and endangered" under the CEQA Guidelines.

California Endangered Species Act (CESA) (CFGC §§ 2050-2098). Sections 2050-2098 of the California Fish and Game Code (CFGC) prohibit the take of state-listed endangered and threatened species unless specifically authorized by CDFW. The state definition of "take" is to hunt, pursue, catch, capture, or kill a member of a listed species or attempt to do so. CDFW administers the California Endangered Species Act (CESA) and authorizes take-through permits or memoranda of understanding issued under Section 2081 of the CFGC or through a consistency determination issued under Section 2080.1. A consistency determination allows CDFW to authorize a project to proceed if that agency agrees with terms and conditions

developed for a federal Biological Opinion and Incidental Take Permit. Section 2090 of CFGC requires state agencies to comply with threatened and endangered species protection and recovery and to promote conservation of these species.

Fully Protected Species (CFGC §§ 3511, 4700, 5050, and 5515). CFGC designates certain animal species as "fully protected" under Sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and 5515 (fish). "Take" permits for fully protected species may only be issued for fully protected species that are "covered" species in a Natural Community Conservation Plan (NCCP). Fully protected species in the San Francisco Bay Area include species such as the California clapper rail (*Rallus longirostris obsoletus*), brown pelican (*Pelecanus occidentalis*), and peregrine falcon (*Falco peregrinus*).

CFGC Protection for Birds (CFGC § 3503 et seq.). CFGC Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto. Section 3503.5 makes it unlawful to take, possess, or destroy any birds of prey or to take, possess, or destroy the nest or eggs of any such bird. Section 3513 makes it unlawful to take or possess any migratory non-game birds designated under the MBTA, except as provided by rules and regulations adopted under the MBTA.

California Species of Special Concern. "Species of Special Concern" is a designation assigned by the CDFW to species it considers at risk. Species of Special Concern meet one or more of the following criteria: (1) is extirpated from the State or, in the case of birds, in its primary seasonal or breeding role; (2) is federally, but not State, listed as threatened or endangered; meets the State definition of threatened or endangered but has not formally been listed; (3) is experiencing, or formerly experienced, serious (noncyclical) population declines or range retractions (not reversed) that, if continued or resumed, could qualify it for State threatened or endangered status; (4) has naturally small populations exhibiting high susceptibility to risk from any factor(s), that if realized, could lead to declines that would qualify it for State threatened or endangered status. "Species of Special Concern" is an administrative designation intended to focus attention on at-risk species during environmental review and conservation planning. Species of Special Concern should be considered during the environmental review process. CEQA (California Public Resources Code §§ 21000-21177) requires state agencies, local governments, and special districts to evaluate and disclose impacts from "projects" in the state. Because Section 15380 of the CEQA Guidelines defines endangered, rare or threatened species to include species which meet criteria consistent with the criteria required for listing under the federal and/or state endangered species acts regardless of whether such species are formally listed, Species of Special Concern are appropriately considered in the analysis of Project impacts.

Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) This act regulates surface water and groundwater and assigns responsibility for implementing federal CWA Section 401. It established the State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCBs) to protect State waters.

Local

City of Santa Clara General Plan. The City of Santa Clara General Plan was adopted on November 16, 2010, and updated on December 9, 2014. The General Plan goals and policies pertaining to the biological resources are listed below.

Conservation Goals

- Conservation Goal 5.10.1-G1: The protection of fish, wildlife and their habitats, including rare and endangered species.
- Conservation Goal 5.10.1-G2: Conservation and restoration of riparian vegetation and habitat.

Conservation Policies

- Conservation Policy 5.3.1-P10: Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees to be removed as part of the proposal to help increase the urban forest and minimize the heat island effect.
- Conservation Policy 5.10.1-P1: Require environmental review prior to approval of any development with the potential to degrade the habitat of any threatened or endangered species.
- Conservation Policy 5.10.1-P2: Work with Santa Clara Valley Water District and require that new development follow the "Guidelines and Standards for Lands Near Streams" to protect streams and riparian habitats.
- Conservation Policy 5.10.1-P3: Require preservation of all City-designated heritage trees listed in the Heritage Tree Appendix 8.10 of the General Plan (see Appendix C of the Arborist Report).
- Conservation Policy 5.10.1-P4: Protect all healthy cedars, redwoods, oaks, olives, bay laurel and pepper trees of any size, and all other trees over 36 inches in circumference measured from 48 inches above-grade on private and public property as well as in the public right-of-way.
- Conservation Policy 5.10.1-P5: Encourage enhancement of land adjacent to creeks in order to foster the reinstatement of natural riparian corridors where possible.
- Conservation Policy 5.10.1-P11: Require use of native plants and wildlife-compatible non-native plants, when feasible, for landscaping on City property.
- Conservation Policy 5.10.1-P12: Encourage property owners and landscapers to use native plants and wildlife-compatible non-native plants, when feasible.

5.4.2. Environmental Impacts and Mitigation Measures

a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

LESS THAN SIGNIFICANT WITH MITIGATION.

5.4.2.1. Special-Status Plants and Wildlife

A review of the California Natural Diversity Data Base (CNDDB) did not identify any occurrences of special status species overlapping the Project site. As previously described, the site is largely devoid of vegetation. Landscaped trees, shrubs, and other vegetation are found on the Project site; however, it is in a highly developed, built out urban area and does not include suitable habitat for any special-status plant species.

5.4.2.2. Nesting Birds

A variety of common birds may nest in the Project vicinity and in trees on the Project site. Nests may be built in trees or other vegetation, on the ground, or on existing vacant structures. Birds may also attempt to nest in construction materials or on idle construction equipment.

Nesting birds are protected under the MBTA as well as the CFGC. Further, raptors (e.g., eagles, hawks, and owls) and their nests are protected under both federal and State regulations. CFGC Section 3503 prohibits the needless destruction of the nest, eggs, or young of any bird covered under the MBTA. Construction disturbance, including tree trimming, tree removal, and other vegetation removal (e.g., shrubs) during the

breeding and nesting season (February 15 through August 31) could adversely impact breeding birds by removing potential nesting habitat (e.g., trees and other vegetation). Other adverse impacts may include damage to nests and injury or mortality to eggs and young, and disruption of nesting behavior or care of young due to noise and disturbance during construction. Because of the urban environment, nesting birds in the Project area would likely be somewhat tolerant of noise, dust, and vibration from construction. However, some construction activities in close proximity to nests may still disturb nesting birds, potentially causing nest failure.

It is expected that any birds nesting in vegetation around the site would be habituated to the urban environment, which includes the presence of lighting, vehicles, equipment, people, and pets. To avoid and minimize impacts to nesting birds, SVP would implement mitigation measures MM BIO-1, MM BIO-2, and MM BIO-3.

MM BIO-1 (Biological Monitoring) requires a qualified biologist be assigned to the Project and conduct periodic site visits, as well as be the main point of contact for construction if a bird is found injured, entrapped, or dead. MM BIO-2 (Worker Environmental Awareness Training) requires all employees on the Project be aware of nesting birds and protocols if an unanticipated biological resource is encountered. MM BIO-3 (Preconstruction Surveys for Nesting Birds) requires preconstruction surveys for nesting birds. If tree/vegetation trimming or removal and/or construction activities occur during the bird breeding and nesting season (February 15 through August 31), preconstruction nesting surveys would be performed by a qualified biologist within 7 days prior to the start of construction. This time window is necessary to ensure that nests are identified. With the implementation of these measures, impacts to nesting birds would be less than significant.

Mitigation Measures for Nesting Birds

MM BIO-1 **Biological Monitoring.** A qualified biologist will be assigned to the Project and will monitor the Project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped animal. The qualified biologist or biological monitor shall have the authority and responsibility to halt any Project activities that are not in compliance with applicable mitigation measures, permit conditions, or other Project requirements, or will have an unauthorized adverse effect on biological resources.

MM BIO-2 **Worker Environmental Awareness Training.** Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially affected by site work (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., mitigation measures and applicable laws and regulations).

MM BIO-3 **Preconstruction Nesting Bird Surveys and Nest Protection.** During the nesting season (February 1 to August 31), preconstruction nesting bird surveys shall be conducted on the site and vicinity by a qualified biologist no more than 7 days before any work activities are performed. A preconstruction nesting bird survey shall also be required prior to any vegetation removal or trimming that occurs during the nesting season. Surveyors will search for all potential nest types (e.g., ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, Silicon Valley Power's biological monitor will determine if there is need for a buffer or shield to minimize disturbance of the nest. Upon this determination and execution of any required minimization action, work may proceed. The extent of mitigation will be based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration

of construction activity. If there is a period of 7 or more days during nesting season in which construction does not occur, a new survey shall be undertaken to determine if any nests have been established.

In the unlikely event a special-status or listed species is found nesting nearby, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

NO IMPACT. Sensitive natural communities are communities that have limited distribution statewide or within a county or region and are often vulnerable to the environmental effects of projects. There is no riparian habitat or other sensitive natural community within the proposed Project site. No impacts would occur.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means?

NO IMPACT. The Project area is highly urbanized and no waters or wetlands under the jurisdiction of USACE, RWQCB, or CDFW occur on or near the Project site. No impacts would occur.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?

LESS THAN SIGNIFICANT. The proposed Project area is within a highly urbanized area near busy roadways and active land uses. However, landscaped areas and trees in the area provide some habitat for avian foraging and breeding. Except for a driveway onto the property, wildlife movement through the site is impeded by existing fencing and adjacent urban development. Construction of the Project includes installation of a permanent fence and a wall, which would result in no change to migratory movement. The Project site does not provide wildlife nursery opportunities. Impacts will be less than significant.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

LESS THAN SIGNIFICANT. The limited vegetation on the site would be removed prior to construction. The City of Santa Clara General Plan Conservation Policy 5.10.1 P4 states, “Protect all healthy cedars, redwoods, oaks, olives, bay laurel and pepper trees of any size, and all other trees over 36 inches in circumference measured from 48 inches above-grade on private and public property as well as in the public right-of-way.” Land Use Policy 5.3.1-P10 states “Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees removed as part of the proposal to help increase the urban forest and minimize the heat island effect.” A few trees within the Project site that would be removed may be greater than 36 inches in circumference. As a standard practice, SVP consults with the City Arborist to determine if any removed trees require replacement and the number and location of such plantings elsewhere in the City.

No heritage trees, as listed by the City of Santa Clara General Plan Heritage Tree Appendix 8.10, are present within or immediately adjacent to the proposed Project.

By consulting with the City Arborist and executing any required tree replacement, impacts will be less than significant.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional, or State habitat conservation plan?

NO IMPACT. The proposed Project area is outside of the Santa Clara Habitat Conservation Plan area. No impacts would occur.

5.5. Cultural Resources

CULTURAL RESOURCES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.5.1. Setting

This section describes the existing cultural resources in the Project area and discusses potential impacts associated with the proposed Project. Cultural resources are historic and prehistoric archaeological sites, historic-aged architectural or engineering features and structures, and places of traditional cultural significance to Native Americans and other ethnic groups.

5.5.1.1. Environmental Setting

The Project area is located in a previously disturbed and entirely built environment. The City of Santa Clara General Plan designates the KRS BESS Project area as Low Intensity Office/Research and Development (R&D). All adjacent parcels to the north, south, and west have the same General Plan Designation. The parcel to the east of the Project, which is where the Kifer Receiving Station is located, has a General Plan Designation of Light Industrial. The site is surrounded by other light industrial uses, including office buildings and utilities. There is one road, Raymond Street, adjacent to the Project site is a two-lane surface street.

Prehistory

Paleoindian Period (11,500–4,500 years before present [BP]). Native American occupation and use of the Santa Clara Valley began around 11,000 BP. Natural environmental changes to the Bay Area landscape have occurred since humans' first arrival. Many of the landforms originally available for human habitation in prehistory were inundated as sea levels rose and flooded the Franciscan Valley, burying sites with sediments. Since the earliest systematic studies of central California and Bay Area archaeology in the 1950s, researchers have recognized that a significant portion of the archaeological record is buried in the fans and massive alluvial plains of the lowland valleys (Heizer, 1949, 1950, 1952; Heizer and Cook, 1953; Lillard et al., 1939; Meighan, 1965).

The earliest cultures of the Paleoindian/Early Holocene Period are generally considered to be represented by wide-ranging mobile hunters and gatherers. Throughout California, the Paleoindian sites are most often represented by isolated fluted projectile points, although sites dating to this time period in the Bay Area are sparse. The Coyote Narrows (CA-SCR-177) and the Metcalf Creek Site (CA-SCL-178) sites in the Santa Clara Valley, are considered two of the oldest cultural deposits in the Bay Area. They were discovered in buried soil and dated between 11,000 and 9,500 years old (Fitzgerald and Porcasi, 2003; Hildebrandt, 1983).

Early Horizon (4,500–3,500 BP). The Early Horizon period is characterized by a mobile forager pattern throughout the Bay Area. The milling slab and handstone, as well as a variety of large, wide-stemmed and

leaf-shaped projectile points, all emerged during this period. Local Franciscan chert dominated the Early Holocene components in the Santa Clara Valley. The Metcalf Creek Site (CA-SCL-178) yielded cultural materials as deep as 9 meters below the surface (Fitzgerald and Porcasi, 2003). New groundstone technology and the first cut shell beads in mortuaries signal a more sedentary life, regional symbolic integration, and increased regional trade in the Bay Area, beginning at about 3,500 BP, signaling the end of the Early Horizon.

Middle Horizon (3,500–1,500 BP). Sites of the Middle Horizon period are more common throughout the Santa Clara Valley. These sites usually have deep, stratified deposits that contain large quantities of ash, charcoal, fire-altered rock, fish, bird, and mammal remains. The presence of significant numbers of mortars and pestles suggests a growing reliance upon gathered plant foods as opposed to hunted animal foods. An increase in violence is suggested by the number of Middle Horizon burials found with projectile points embedded in the bones or with other physical markers of violence (Fitzgerald, 1991).

Late Horizon Period (1,500 BP–A.D. 1769). Late Horizon sites are the most numerous and are composed of extensive midden deposits, indicating a more sedentary lifestyle. Important mound/ midden sites along the Peninsula margins include the University Village site (CA-SMA-77), the San Bruno Mountain mound (CA-SMA-40), and the Ynigo Mound (CA-SCL-12/H). Several technological and social developments characterize the Late Horizon period such as the introduction of the bow and arrow, which replaced the atlatl and dart. Dietary emphasis on acorns and seeds is prevalent in the materials recovered from excavated sites. This change from hunter-gatherers to an increased sedentary lifestyle is due both to more efficient resource procurement as well as a focus on staple food exploitation, the increased ability to store food at village locations, and the development of increasingly complex social and political systems including long-distance trade networks (Clark, 1989; Levy, 1978).

Ethnography

A review of the ethnographic context for the Project area is presented in Section 5.18, Tribal Cultural Resources.

Regional History

The Historic Period of the Santa Clara Valley is generally divided into three major periods: the Spanish period (1777–1821), the Mexican period (1822–1848), and the American period (1848–present).

Spanish Period (A.D. 1777–1821). Spanish explorers in the late 1760s and 1770s were the first Europeans to traverse the Santa Clara Valley. The first party, led by Gaspar de Portola and Father Juan Crespi, arrived in the Alviso–San Jose area in the fall of 1769. The following year, Pedro Fages led another party through the Santa Clara Valley, and in 1772 Fages returned to the same vicinity with Crespi. In 1776, the exploration party of Juan Bautista de Anza and Father Pedro Font traveled through the Santa Clara Valley. The favorable reports of Anza and Font led to the establishment of both Mission Santa Clara and the Pueblo San Jose de Guadalupe in 1777 (Hart, 1987; Winther, 1935; Cutter, 1978).

Mexican Period (A.D. 1822–1848). The 1822 Mexican revolt against Spain followed by the 1834 secularization of the missions changed land ownership patterns in the Santa Clara Valley. The Spanish philosophy of governance was directed at the founding of presidios, missions, and secular towns, with the land held by the Crown. In contrast, the later Mexican policy stressed individual ownership of the land. During the Mexican Period, vast tracts of land, including former mission lands that had reverted to public domain, were granted to individuals (Broek, 1932; Hendry and Bowman, 1940; Hart, 1987).

American Period (A.D. 1848–Present). The population of the Santa Clara Valley began to expand significantly following the 1848 Gold Rush; further population expansion resulted during construction of the

railroad to San Francisco in 1864 and the completion of the transcontinental railroad in 1869 (Findlay and Garaventa, 1983). Throughout the late nineteenth century rancho, pueblo, and mission lands in the Santa Clara Valley were subdivided as the result of population growth, Anglo-American takeover, and the confirmation of property titles. Large cattle ranches were converted to farming of crops; this agricultural land-use pattern continued throughout the American Period. During this period, agricultural experimentation took place. After 1875, the success of many agricultural experiments and expanded access to markets via rail encouraged the development of fruit production in the Santa Clara Valley. From 1875 onward, the expanding fruit market led to innovations in fruit preservation and shipping, including: drying fruit, canning fruit, and shipping fresh fruit in refrigerated cars. This created a wider economic boom that attracted new residents to the Santa Clara Valley (Broek, 1932; Winther, 1935). The City of San Jose served as the County seat, a primary service, financial and social center. Since the 1990s, the agrarian land-use pattern has been displaced by residential housing, commercial centers, and the development of research and manufacturing facilities associated with the electronics industry. The contemporary focus on technological advancement resulted in the designation of the general region as the "Silicon Valley."

Records Search

Aspen submitted a California Historical Resources (CHRIS) Data Request for the Project to the Northwest Information Center at Sonoma State University requesting data within 0.25 miles of the Project area. On January 6, 2023, the results were received identifying two previously recorded resources/sites and within 0.25 miles of the Project area. Neither of these resources are within the Project area. Additionally, the record search identified a total of 51 previously cultural resources studies within 0.25 miles of the Project area. Of these 51 studies, 23 of them include all or a portion of the Project area in the study (Table 5.5-1).

The records search included consultation of the following registers and lists.

- National Register of Historic Places (NRHP)
- California Register of Historic Resources (CRHR)
- California State Historical Landmarks
- California Points of Historical Interest
- California Inventory of Historic Resources
- Santa Clara County Heritage Resource Inventory
- California Built Environment Resource Directory (BERD)
- City of Santa Clara Historic Survey Complete Report – 1981

Table 5.5-1. Key Cultural Resources Reports Within Project Area

Report No.	Author	Year	Study
S-000848	David A. Fredrickson	1976	A Summary of Knowledge of the Central and Northern California Coastal Zone and Offshore Areas, Vol. III, Socioeconomic Conditions, Chapter 7: Historical & Archaeological Resources
S-003453	Roy Meadows, Roy Martin, and Ann Fisher	1950	Notes on the Carmel Indians (notes taken from Roy Meadows and Roy Martin on March 4th, 1950); and Southern Costanoan-Esselen Notes (notes taken from Ann Fisher on March 4th, 1950)
S-005259	Ann Hines, Pauline Pace, and Gail Woolley	1979	Santa Clara County Heritage Resource Inventory
S-005260	Joseph C. Winter	1978	Tamien - 6000 Years in an American City
S-005272	Jan Otto Marius Broek	1932	The Santa Clara Valley, California: A Study in Landscape Changes
S-007483	Albert B. Elsasser, et al.	1985	Revised Data Recovery Plan, Part I: Review of the Prehistory of the Santa Clara Valley Region as Part of the Guadalupe Transportation Corridor Compliance with 36 CFR Part 800

Table 5.5-1. Key Cultural Resources Reports Within Project Area

Report No.	Author	Year	Study
S-008585	Thomas King, et al.	1974	Archaeological Element, Environmental Impact Report on the San Felipe Water Distribution System
S-009462	Teresa Ann Miller	1977	Identification and Recording of Prehistoric Petroglyphs in Marin and Related Bay Area Counties
S-009583	David W. Mayfield	1978	Ecology of the Pre-Spanish San Francisco Bay Area
S-013200	Donna M. Garaventa, et al.	1991	Cultural Resources Assessment for the Santa Clara County Transportation Plan - T2010 EIR
S-015529	Robert L. Gearhart II, et al.	1993	California, Oregon, and Washington: Archaeological Resource Study
S-016394	Colin I. Busby, et al.	1994	Recorded Archaeological Resources in Santa Clara County, California (Plotted on the BARCLAY 1993 LoCaide Atlas)
S-016394a	Colin I. Busby, et al.	1995	First Supplement, Recorded Archaeological Resources in Santa Clara County, California
S-016394b	Colin I. Busby, et al.	1996	Second Supplement, Recorded Archaeological Resources in Santa Clara County, California
S-016394c	Colin I. Busby, et al.	1997	Third Supplement, Recorded Archaeological Resources in Santa Clara County, California
S-017852	Jacquelin Jensen Kehl and Linda Yamane	1995	Ethnohistoric Genealogy Study, Tasman Corridor Light Rail Project, Santa Clara County, California
S-018217	Glenn Gmoser	1996	Cultural Resource Evaluations for the Caltrans District 04 Phase 2 Seismic Retrofit Program, Status Report
S-020395	Donna L. Gillette	1998	PCNs of the Coast Ranges of California: Religious Expression or the Result of Quarrying
S-024967	Basin Research Associates, Inc.	2000	Cultural Resources Review (Positive), Proposed RCN Fiber Optic Cable Program, City of Santa Clara, Santa Clara County
S-030204	Donna L. Gillette	2003	The Distribution and Antiquity of the California Pecked Curvilinear Nucleated (PCN) Rock Art Tradition.
S-032596	Randall Milliken, Jerome King, and Patricia Mikkelsen	2006	The Central California Ethnographic Community Distribution Model, Version 2.0, with Special Attention to the San Francisco Bay Area, Cultural Resources Inventory of Caltrans District 4 Rural Conventional Highways
S-033600	Jack Meyer and Jeff Rosenthal	2007	Geoarchaeological Overview of the Nine Bay Area Counties in Caltrans District 4
S-039091	Basin Research Associates	2010	Historic Property Survey Report/Finding of Effect, South Bay Water Recycling (SBWR), Santa Clara Industrial 3B, City of Santa Clara, Santa Clara County
S-046375	Archives and Architecture, LLC.	2012	County of Santa Clara Historic Context Statement
S-048927	Donald Scott Crull	1997	The Economy and Archaeology of European-made Glass Beads and Manufactured Goods Used in First Contact Situations in Oregon, California and Washington
S-049780	Brian F. Byrd, et al.	2017	San Francisco Bay-Delta Regional Context and Research Design for Native American Archaeological Resources, Caltrans District 4
S-049780a	Julianne Polanco	2016	FHWA_2016_0615_001, Caltrans District 4 Archaeological Context

Native American Heritage Commission and Native American Consultation

A search of the Sacred Lands File database from the Native American Heritage Commission (NAHC), located in Sacramento, California, was conducted. The record search of the NAHC Sacred Lands File was completed with negative results (i.e., no records found). Assembly Bill 52 Native American consultation is discussed in Section 5.18 (Tribal Cultural Resources).

Historic Resource Research

In-depth historical research was conducted including but not limited to consultation of historic maps, historic and current aerial photographs, historic newspapers and various online databases, a detailed examination of previously prepared cultural survey reports provided by the Northwest Information Center, a review of data provided to Aspen by SVP, in an effort to determine the potential historic significance of the office building, storage building, and any other features located within APN# 224-08-085 (Study Area) or Project area. Based on this research and a built environment survey of the Project area conducted under the under the direction of an NPS qualified Architectural Historian, it was determined that these features did not meet State or Federal criteria for listing on national, state, or local historic registers, meaning they do not qualify as historical resources under CEQA. Specifically,

1. The office building and storage building located at 3025 Raymond Street were originally permitted in 1971. They are barely 50 years old and are of ubiquitous design. Although largely unaltered, they do not appear to be historically or architecturally unique, have no apparent individually significant engineering features, and do not exhibit any unusual use of materials or building fabric.
2. The office building and storage building located at 3025 Raymond Street are not associated with known historical events of significance, and do not appear to have risen to a level of important state or local historic significance.
3. The office building and storage building located at 3025 Raymond Street are not known to be associated with any important architect, engineer, contractor, or any individual that appears to have risen to a level of important state or local historic significance.

5.5.1.2. Regulatory Background

State

State of California CEQA Guidelines. State of California CEQA Guidelines require that historical resources and unique archaeological resources be taken into consideration during the CEQA planning process (CEQA Guidelines §15064.5; PRC §21083.2). If feasible, adverse effects to the significance of historical resources must be avoided or the effects mitigated (CEQA Guidelines §15064.5(b)(4)). State CEQA Guidelines require that all feasible mitigation be undertaken even if the prescribed mitigation does not mitigate impacts to a less than significant level (California Office of Historic Preservation (OHP) 2001b:6).

The term that CEQA uses for significant cultural resources is "historical resource," which is defined as a resource that meets one or more of the following criteria: (1) listed in, or determined eligible for listing, in the California Register of Historical Resources (California Register); (2) listed in a local register of historical resources as defined in PRC Section 5020.1(k); (3) identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); or (4) determined to be a historical resource by a project's lead agency (PRC Section 21084.1 and State CEQA Guidelines §15064.5(a)). A historical resource consists of:

> *Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering,*

> *scientific, economic, agricultural, educational, social, political, military, or cultural annals of California…. Generally, a resource shall be considered by the lead agency to be 'historically significant' if the resource meets the criteria for listing on the California Register of Historical Resources*

CEQA Guidelines Section 15064.5(a)(3). In accordance with CEQA Guidelines Section 15064.5(b), a project with an effect that may cause a substantial adverse change in the significance of a historical resource is a significant effect on the environment.

CEQA requires a lead agency to determine if an archaeological resource meets the definition of a historical resource, a unique archaeological resource, or neither (CEQA Guidelines §15064.5(c)). Prior to considering potential impacts, the lead agency must determine whether an archaeological resource meets the definition of a historical resource in CEQA Guidelines §15064.5(c)(1). If the archaeological resource meets the definition of a historical resource, then it is treated like any other type of historical resource in accordance with CEQA Guidelines §15126.4. If the archaeological resource does not meet the definition of a historical resource, then the lead agency determines whether it meets the definition of a unique archaeological resource as defined in CEQA Statutes §21083.2(g). In practice, most archaeological sites that meet the definition of a unique archaeological resource also meet the definition of a historical resource. If the archaeological resource meets the definition of a unique archaeological resource, then it must be treated in accordance with CEQA Statutes §21083.2. If the archaeological resource does not meet the definition of a historical resource or a unique archaeological resource, then effects to the resource are not considered significant effects on the environment (CEQA Guidelines §15064.5(c)(4)).

California Health and Safety Code Section 7050.5. California HSC Section 7050.5 states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the County Coroner must notify the Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Public Resources Code Section 5097.5. PRC Section 5097.5 provides for the protection of cultural resources. This PRC section prohibits the removal, destruction, injury, or defacement of archaeological features on any lands under the jurisdiction of State or local authorities.

California Register of Historical Resources Criteria of Evaluation. The State of California Historical Resources Commission has designed the California Register for use by State and local agencies, private groups, and citizens to identify, evaluate, register, and protect California's historical resources. The California Register is the authoritative guide to the State's significant historical and archaeological resources.

The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance, identifies historical resources for state and local planning purposes, determines eligibility for State historic preservation grant funding, and affords certain protections under CEQA. The following criteria are used when determining if a particular resource has architectural, historical, archaeological, or cultural significance.

- **Criterion 1:** Is the resource associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States?
- **Criterion 2:** Is the resource associated with the lives of persons important to local, California, or national history?

- **Criterion 3:** Does the resource embody the distinctive characteristics of a type, period, region, method of construction, or represent the work of a master or possesses high artistic values?
- **Criterion 4:** Has the resource yielded, or have the potential to yield, information important to the prehistory or history of the local area, California, or the nation?

Local

City of Santa Clara General Plan (2010-2035). The City of Santa Clara's current General Plan provides information to the community to define acceptable development. It is a guide for decisions by the City Council, Planning Commission, and other governmental agencies on specific development applications. The following overarching Goals and Policies are identified with regard to architectural and built environment resources:

City of Santa Clara Historical and Landmarks Commission. To support its historic preservation goals, the City established a Historical and Landmarks Commission and obtained recognition by the State Office of Historic Preservation as a Certified Local Government (CLG). The City currently uses the following tools to evaluate historic resources:

> *The Historical and Landmarks Commission advises the City Council on all matters pertaining to historical landmarks, names, and renaming of streets, museums and the establishment thereof in the City, and in the marking and preservation of historical landmarks and places. As required by the State CLG program, the City has established a list of Architecturally or Historically Significant Properties, which is the foundation for the Commission's recommendations.*
>
> *The Criteria for Local Significance establishes evaluation measures, to ensure that the resource is at least 50 years old and that the property is associated with an important individual or event, an architectural innovation, and/or an archaeological contribution in order to be deemed significant. The City maintains a list of qualified historic consultants for these evaluations.*

Architecturally or Historically Significant Properties refer to prehistoric and historic features, structures, sites or properties that represent important aspects of the City's heritage. Historic Preservation policies strengthen the City's Historic Preservation Goals, providing direction for changes to historic resources and new development proposed within 100 feet of historic properties in order to evaluate any potential effects on the historic context for the resource. A 100–foot radius, defined as the Area of Historic Sensitivity, is approximately equal to all properties abutting, across the street, and adjacent to abutting properties from a historic resource. This would comprise a little less than a typical City block. Preservation of Santa Clara's long history is also supported by policies that protect archaeological resources, such as relics found in burial sites.

City of Santa Clara Criteria for Local Significance. The Criteria for Local Significance were adopted on April 8, 2004, by the City of Santa Clara City Council. These criteria establish evaluation measures that help to determine significance for properties not yet included on the historic list. Any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. As buildings and other resources age, additional properties will be added to the inventory. In order to accomplish this, a property owner can apply to have their property listed as a historic resource, or the City can nominate properties. The Historical and Landmarks Commission evaluates these applications and forwards a recommendation to the City council. Updates to the Historic Preservation and Resource Inventory require an amendment to the General Plan.

- **Criteria for Historical or Cultural Significance**. To be historically or culturally significant, a property must meet at least one of the following criteria:
  1. *The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, State, or nation.*
  2. *The property is associated with a historical event.*
  3. *The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.*
  4. *The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.*
  5. *A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.*
  6. *Included is the recognition of urban street pattern and infrastructure.*
  7. *A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.*
- **Criteria for Architectural Significance.** To be architecturally significant, a property must meet at least one of the following criteria:
  1. *The property characterizes an architectural style associated with a particular era and/or ethnic group.*
  2. *The property is identified with a particular architect, master builder or craftsman.*
  3. *The property is architecturally unique or innovative.*
  4. *The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.*
  5. *The property has a visual symbolic meaning or appeal for the community.*
  6. *A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.*
  7. *A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.*
- **Criteria for Geographic Significance.** To be geographically significant, a property must meet at least one of the following criteria:
  1. *A neighborhood, group or unique area directly associated with broad patterns of local area history.*
  2. *A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.*
  3. *An intact, historical landscape or landscape features associated with an existing building.*
  4. *A notable use of landscaping design in conjunction with an existing building.*

5.5.2. Environmental Impacts and Mitigation Measures

a. Would the project cause a substantial adverse change in the significance of an historical resource pursuant to §15064.5 [§15064.5 generally defines historical resource *under CEQA]?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The office building and storage building located at 3025 Raymond Street were permitted and built beginning in 1971. Because these buildings are greater

than 50 years old, they are considered historic age resources. However, an evaluation of the site and all built environment features based and field inspection and on historic records has concluded that these buildings do not meet the established criteria to be considered as a significant resource eligible for inclusion on local, State, or Federal registers, meaning it is not considered a historical resource under CEQA. Likewise, no known prehistoric or historic aged archaeological resources have been identified as being present at or in the immediate vicinity of the Project area. Although no known historical resources have been identified within the area, there remains the possibility that presently unidentified historical resources exist below the ground surface that could be discovered and damaged or destroyed during ground disturbing work, which would constitute a significant impact absent mitigation. Implementation of mitigation measure MM CR-1 would evaluate and protect unanticipated discoveries, thereby reducing this impact to less than significant.

5.5.2.1. Mitigation Measure for Previously Unidentified Historical Resources

MM CR-1 **Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources.** SVP shall conduct a worker environmental awareness program (WEAP) for Project personnel who, during the course of Project work, might encounter or alter historical resources or important/unique archaeological materials. This program may be combined with any similar required program, such as for biological resources. The WEAP may include a kickoff tailgate session that describes how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during Project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies.

If previously unidentified cultural resources are identified during construction, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Although no known archaeological resources have been previously identified within the Project area, there remains the possibility that presently unidentified archaeological resources exist below the ground surface that could be discovered and damaged or destroyed during ground disturbing work, which would constitute a significant impact absent mitigation. Implementation of mitigation measure MM CR-1 would evaluate and protect unanticipated discoveries of archaeological resources, thereby reducing this potential impact to a less than significant level.

5.5.2.2. Mitigation Measure for Previously Unidentified Archaeological Resources

MM CR-1 **Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources.** [see full text under Item (a) above.]

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. There is no indication that human remains are present within the Project area. Background archival research failed to find any potential for human remains (e.g., existence of formal cemeteries) in the area. The limited nature of the proposed ground disturbance makes it unlikely that human remains would be unearthed during construction. However, it is possible that previously unknown human remains could be discovered and damaged or destroyed during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of mitigation measure MM CR-2, which requires evaluation, protection, and appropriate disposition of human remains, would reduce this potential impact to a less than significant level.

5.5.2.3. Mitigation Measure for Disturbance of Human Remains

MM CR-2 **Treatment of Human Remains.** Any human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager of the site is to be called and informed of the discovery. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/historic or of modern origin and if there are any criminal or jurisdictional questions.

After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.

The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC.

According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).

5.6. Energy

ENERGY Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.6.1. Setting

The proposed Project would construct and operate a BESS facility and 60 kV interconnection line.

As the City of Santa Clara municipal electric utility, Silicon Valley Power owns power generation facilities, has investments in joint ventures that produce electric power, and trades power on the open market. These efforts are directed toward ensuring its retail electricity customers (the citizens, organizations, and businesses of the City of Santa Clara) a highly reliable source of electric power at low, stable rates (City of Santa Clara, 2021).

The proposed Project includes partnering with a company, Ameresco, who would build and operate the Project. Ameresco would lease the land from SVP and ~~.~~ SVP would pay Ameresco for energy storage services, including a monthly kW-month rate for the ability to schedule and dispatch the BESS Project into the CAISO market. The BESS will charge during the hours of the day when the CASIO's Day Ahead prices are the lowest, and discharge during the hours of the day when the CAISO's Day Ahead prices are the highest.

The energy sources that make up the mix of power supplied to SVP's customers, relative to the 2021 California power mix, are summarized from utility-specific Power Content Label data gathered by the California Energy Commission shown in Table 5.6-1 (CEC, 2023a).

Table 5.6-1. Energy Sources of Electricity Supplied to Customers (2021 Power Content)

Energy Resources	Santa Clara Residential Mix	Santa Clara Non-Residential Mix	2021 California Power Mix
Eligible Renewable	**35.9%**	**27.0%**	**33.6%**
Biomass & biowaste	0%	2.1%	2.3%
Geothermal	0%	7.1%	4.8%
Eligible hydroelectric	0%	5.9%	1.0%
Solar	14.7%	4.1%	14.2%
Wind	21.2%	7.8%	11.4%
Coal	**0%**	**0%**	**3.0%**
Large Hydroelectric	**64.1%**	**6.7%**	**9.2%**
Natural Gas	**0%**	**34.3%**	**37.9%**
Nuclear	**0%**	**0%**	**9.3%**
Other	**0%**	**0%**	**0.2%**
Unspecified sources of power*	**0%**	**32%**	**6.8%**
Total	**100%**	**100%**	**100%**

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

Source: CEC 2023a, 2021 Power Content Label for SVP.

For recent years including 2021, the average annual electricity consumption served to SVP customers has grown to approximately 4,382 million kilowatt-hours (kWh). Table 5.6-2 shows the baseline electricity consumption by the SVP loads over the prior 5 years, separated by customer classes.

Table 5.6-2. Electricity Consumption for Load Served by SVP (million kWh per year)

Sector, Served by SVP	2017	2018	2019	2020	2021
Ag & Water Pump	0.03	0.03	0.08	0.10	0.10
Commercial Building	2,332.19	2,393.16	2,437.06	2,547.24	3,090.69
Commercial Other	41.00	41.52	43.80	44.25	46.23
Industry	896.16	862.57	821.66	816.73	910.88
Mining & Construction	18.76	24.74	35.63	46.50	80.18
Residential	235.64	226.01	234.49	264.73	251.08
Streetlight	4.30	3.50	3.00	3.00	3.00
SVP Total Usage	3,528.08	3,551.53	3,575.73	3,722.54	4,382.15

Note: Usage expressed in millions of kWh (one million kWh equals one gigawatt-hour or GWh).
Source: CEC, 2023b; Electricity Consumption by Entity.

5.6.1.1. Regulatory Background

Energy Action Plan and Loading Order. California has mandated and implemented aggressive energy-use reduction programs for electricity and other resources. In 2003, California's first Energy Action Plan (EAP) established a high-level, coherent approach to meeting California's electricity and natural gas needs and set forth the "loading order" to address California's future energy needs. The "loading order" established that the state, in meeting its energy needs, would invest first in energy efficiency and demand-side resources, followed by renewable resources, and only then in clean conventional electricity supply (CPUC, 2008). Since that time, the California Public Utilities Commission (CPUC) and California Energy Commission (CEC) have overseen the plans, policies, and programs for prioritizing the preferred resources, including energy efficiency and renewable energy.

California's Renewables Portfolio Standard (RPS). Electric utilities in California must procure a minimum quantity of the electricity sales from eligible renewable energy resources as specified by RPS requirements. The most-recent update to the RPS targets was set forth in 2018 with the "100 Percent Clean Energy Act of 2018" [Senate Bill 100 (SB 100)], which establishes the policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of retail sales of electricity to California end-use customers by December 31, 2045. SB 100 requires the CPUC and CEC to ensure that implementation of this policy does not cause or contribute to greenhouse gas emissions increases elsewhere in the western grid.

Integrated Resource Planning. An Integrated Resource Plan (IRP) is an electricity system planning document that lays out the energy resource needs, policy goals, physical and operational constraints, and the general priorities or proposed resource choices of an electric utility, including customer-side preferred resources. Through Senate Bill 350 (De León, Chapter 547, Statutes of 2015) (SB 350), the publicly owned utilities (POU) such as SVP must adopt and file an IRP that is subject to a review by the CEC for consistency with statewide targets for energy efficiency, renewable resources, and greenhouse gas emissions reductions. The IRP must also consider how renewable generation, grid operational efficiencies, energy storage, and distributed resources (including energy efficiency) serve to meet the peak hour energy and reliability needs. In November 2018, the City Council approved SVP's current IRP (SVP, 2019).

Energy Storage Targets. Assembly Bill 2514 (Skinner, Chapter 469, Statutes of 2010) (AB 2514), amended by Assembly Bill 2227 (Bradford, Chapter 606, Statutes of 2012), requires California's publicly owned utilities to develop energy storage procurement targets. In response to these requirements, SVP periodically evaluates the viability of energy storage projects and considers energy storage as a resource to reduce the need for new or additional gas-fired generation and provide other benefits to the distribution and transmission system.

State CEQA Guidelines. The California Natural Resources Agency adopted certain amendments to the State CEQA Guidelines effective in 2019, to change how CEQA Lead Agencies consider the environmental impacts of energy use. CEQA Guidelines Section 15126.2(b) and Appendix F require analysis of a project's energy use, in order to assure that energy implications are considered in Project decisions. CEQA requires a discussion of the potential environmental effects of energy resources used by projects, with particular emphasis on avoiding or reducing the "wasteful, inefficient, and unnecessary consumption of energy" (see Public Resources Code section 21100(b)(3)).

5.6.2. Environmental Impacts and Mitigation Measures

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The proposed Project would construct, operate, and maintain a BESS facility and 60 kV interconnection line. The objectives of the proposed Project are to increase the reliability and flexibility of SVP's electrical grid and to help solve California's "duck curve" power production problem. The proposed Project would achieve these objectives by utilizing the BESS to store energy. The proposed Project would allow SVP to store energy and discharge it to the electrical grid during periods of high demand.

Energy storage would improve SVP's ability to efficiently integrate renewable resources. The growth of zero-carbon resources, especially solar resources, has shifted the reliability concerns from the peak hour (hour with the highest energy demand) to net peak hours (hours when energy demand minus wind and solar generation is largest). The changing resource mix is driving a change in the characteristics of the electricity system and requires consideration of the net demand curve, total electricity demand less the wind and solar generation. The "duck curve" is characterized by more drastic increases in net demand in the evening hours as solar decreases, and a net peak that occurs later in the evening when solar generation is substantially diminished or nonexistent (CEC, 2022). By charging during low net demand periods and discharging in higher net demand periods, the proposed Project would increase SVP's ability to use renewable energy when demand is highest.

LESS THAN SIGNIFICANT – CONSTRUCTION. Construction activity associated with the proposed Project would require the consumption of fossil fuel resources, for example diesel fuel and gasoline to power the off-road construction equipment and construction vehicles. Additionally, construction would require the manufacture and delivery of new equipment and materials, which would require energy use. Depending on materials, some of the debris to be removed as part of the Project would be salvageable and recyclable.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Operations, including inspection, patrol, and maintenance, of the proposed Project components would also require use of fossil fuel resources for routine upkeep. The energy being stored by the BESS would be delivered to the BESS from the mix of renewable and fossil fuel powered generation resources available at the time of charging. This energy would be discharged during periods of high demand, when fossil fuel resources are most likely to be called upon. As a result, the energy discharged by the BESS would be likely to displace the use of fossil fuel resources during periods of high demand. The operation and maintenance activities would be minimal and would not cause a change in the consumption or use of energy resources.

The energy used by the proposed Project during construction would not be wasteful, inefficient, or unnecessary in light of the new facilities that would increase capacity and system reliability, and no potentially significant environmental impact would occur due to the direct or indirect energy consumption of the proposed Project.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

LESS THAN SIGNIFICANT. The proposed Project would construct, operate, and maintain a BESS facility and 60 kV interconnection line. The Project would be interconnected to SVP's existing system, via the KEN-OKJ 60 kV line between Kenneth Substation and Oaks Junction Substation. Protection and control panel upgrades or configuration will be required at the Kenneth and Oaks Junction Substation. The Project would increase the reliability and flexibility of SVP's electrical grid.

Energy storage provides benefits to utilities by efficiently integrating increased amounts of renewable energy resources into the electrical transmission and distribution grid in a manner that can avoid use of fossil fuel resources during peak hours and minimize GHG emissions. The 2018 revised IRP addresses the requirements of AB 2514 and identifies SVP's efforts in considering viable and cost-effective energy storage systems as ways to provide savings and reliability benefits within the electricity resource supply plan (SVP, 2019). SVP was required to open an energy storage system procurement proceeding and adopted an energy storage procurement target; a 50 MW research and development energy storage opportunity was identified for negotiation at that time (SVP, 2019). The proposed Project would contribute to SVP's efforts to achieve the benefits of energy storage on the electrical grid. The proposed Project would not conflict with any state or local plan for prioritizing renewable energy or energy efficiency. This impact would be less than significant, and no mitigation is required.

5.7. Geology and Soils

GEOLOGY AND SOILS Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic groundshaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv) Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c. Be located on geologic units or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☒	☐	☐
d. Be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.7.1. Setting

This section describes geology, soils, and seismic conditions and analyzes environmental impacts related to geologic and seismic hazards that could result from the implementation of the proposed Project. The following discussion addresses existing environmental conditions in the affected area, identifies and analyzes environmental impacts, and recommends measures to reduce or avoid any adverse impacts anticipated from Project construction and operation. In addition, existing laws and regulations relevant to geologic and seismic hazards are described. In some cases, compliance with these existing laws and regulations would serve to reduce or avoid certain impacts that might otherwise occur with the implementation of the Project.

Baseline geologic, seismic, and soils information were collected for the Project site and surrounding area from published and unpublished literature, GIS data, and online sources. Data sources included geologic literature from the U.S. Geological Survey and California Geological Survey, and other readily available online reference materials. The study area was defined as the Project site and the areas immediately adjacent to the proposed Project for most geologic and soils issue areas with the exception that the study area related to seismically induced ground shaking includes significant regional active and potentially active faults within 50 miles of the proposed Project.

5.7.1.1. Regional Geologic Setting

The Project site is located in the Santa Clara Valley, a relatively flat, elongate alluvial basin, in the Coat Ranges geomorphic province of California. The Santa Clara Valley is part of large structural depression that extends from south of Hollister to north of Santa Rosa and includes the San Pablo and San Francisco Bays (Norris & Webb, 1976). The Santa Clara Valley is bordered on the west and southwest by the Santa Cruz Mountains and on the east by the Diablo Mountain Range. The San Francisco Bay borders the Santa Clara Valley to the north, west, and east along its shorelines. The average slope of the valley floor ranges from nearly flat to about 2 percent grade, with the surrounding hillsides having steeper grades. (City of Santa Clara, 2011)

The Coast Ranges geomorphic province is characterized by ridges and valleys and by strongly deformed sedimentary and metamorphic rocks of the Franciscan Complex and sediments deposited by a series of merging alluvial fans formed by streams that drain the adjacent mountains during recent geologic times. The Santa Clara Valley The area's groundwater aquifers occur in the alluvial sediments. The alluvial deposits in the Santa Clara Valley derived from the Diablo Range and Santa Cruz Mountains. In the north-central area of the Santa Clara Valley, the alluvial deposits are interbedded with bay and lacustrine deposits. Soil types in the area include clay (low-lying central areas), loam and gravelly loam (northern area of the Santa Clara Valley), and eroded rock clay loam (foothills). (City of Santa Clara, 2011)

5.7.1.2. Local Geology

Most of the City of Santa Clara is located on a gently sloping area of the valley floor in the north-central portion of the Santa Clara Valley. The City is primarily situated on alluvial fan deposits consisting of gravel, sand and finer sediments. Natural levee deposits consisting of silt and clay are located along the City's major streams. Man-made engineered levees have been constructed over many but not all of the natural levee deposits for flood control. (City of Santa Clara, 2011) The Project site is mapped as underlain by alluvial surficial sediments consisting of Holocene alluvial clay soil which includes bay mud deposits (Dibblee and Minch, 2005) and as Holocene fine grained alluvial fan deposits generally containing large percentages of clay and fat clay (CGS, 2001). Based on Pleistocene alluvium contour mapping (Helley, 1990), Pleistocene alluvium is located between approximately 5 to 10 feet below the overlying Holocene alluvium.

Artificial Fill. Although not mapped at the Project site or immediate vicinity (Dibblee and Minch, 2005), artificial fill, often referred to as undocumented or man-made fill, has been placed throughout the City of Santa Clara in developed areas and likely underlies portions of the Project site. Generally, artificial fill is comprised varying amounts of sand, clay, and gravel, and may have local areas of man-made debris such as lumber, concrete and brick fragments, and industrial slag materials in areas of undocumented or very old fill. Consistency of the clays range from soft to very stiff, and density of the sands range from very loose to medium dense. The artificial fills in the City of Santa Clara include materials that were placed to fill in naturally low areas, to create building pads and roadways, and to construct landfills. In some cases, older, non-engineered fills have been placed in the City of Santa Clara without standards for fill materials or compaction. Building on non-engineered fills can result in the excessive settlement of structures, pavements, and utilities. However, artificial fills placed using current engineering practices would avoid impacts from excessive or differential settlement. (City of Santa Clara, 2011)

5.7.1.3. Soils

Soils within the Project area reflect the underlying rock type, the extent of weathering of the rock, the degree of slope, and the degree of human modification. The Project site is underlain by two soil associations, the Urban Land–Clear Lake complex, and the Urban Land–Campbell complex (NRCS, 2022). The site is entirely underlain by the Urban Land-0 to 2 percent slopes-basins soil unit. Urban Land-0 to 2 percent slopes-basins soils consist of disturbed/human transported material on basin floors (NRCS, 2023).

Expansive soils are characterized by their ability to undergo significant volume change (shrink and swell) due to variations in soil moisture content. Changes in soil moisture can result from rainfall, landscape irrigation, utility leakage, roof drainage, and/or perched groundwater. Expansive soils are typically very fine grained with a high to very high percentage of clay. Such soil conditions can affect the structural integrity of buildings and other structures. Soils with moderate to high shrink-swell potential would be classified as expansive soils. Expansion potential of the Urban Land-0 to 2 percent slopes-basins soils underlying the Project site is undetermined (NRCS, 2023), however the site is mapped as being underlain by alluvial clay (Dibblee and Minch, 2005) that may contain expansive soils due to the high clay content.

Weak (loose or poorly consolidated) soils can compress, collapse, or spread laterally under the weight of buildings and fill, causing settlement relative to the thickness of the weak soil. Usually, the thickness of weak soil will vary and differential settlement will occur. Weak soils also tend to amplify shaking during an earthquake, and can be susceptible to liquefaction, as discussed further in sections below. (City of Santa Clara, 2011) According to hazard mapping compiled by the County of Santa Clara (2012), only soils near the Bay at the City's northernmost edge are identified as compressible.

Potential soil erosion hazards vary depending on the use, conditions, and textures of the soils. The properties of soil that influence erosion by rainfall and runoff are those that affect the infiltration capacity of a soil, and those that affect the resistance of a soil to detachment and being carried away by falling or flowing water. Additionally, soils on steeper slopes would be more susceptible to erosion due to the effects of increased surface flow (runoff) on slopes where there is little time for water to infiltrate before runoff occurs. Soils containing high percentages of fine sands and silt and that are low in density, are generally the most erodible. With increasing clay and organic matter content of these soils, the potential for erosion decreases. Clays act as a binder to soil particles, thus reducing the potential for erosion. Soil erosion hazards are not identified for wind or water at the Project site (NRCS, 2023), however the geologic unit underlying the Project site is mapped as alluvial clay and is thus not expected to be highly erodible (Dibblee and Minch, 2005).

5.7.1.4. Subsidence

Land subsidence can occur in valleys containing aquifer systems that are, in part, made up of fine-grained sediments and that have undergone extensive groundwater development. As the groundwater is withdrawn, the pore-fluid pressure in the sediments decreases allowing the weight of the overlying sediment to permanently compact or compress the fine-grained units. This effect is most pronounced in younger, unconsolidated sediments. Land subsidence is generally characterized by a broad zone of deformation where differential settlements are small. The main cause of subsidence in California is groundwater pumping. The effects of subsidence include damage to buildings and infrastructure, increased flood risk in low-lying areas, and lasting damage to groundwater aquifers and aquatic ecosystems (USGS, 2023a).

Between about 1915 and 1969, the northern portion of Santa Clara County experienced as much as 13 feet of subsidence caused by excessive pumping of groundwater. Over 100 square miles from San Jose to southern San Francisco Bay were impacted (SCCVWD, 2023). The Santa Clara Valley Water District aquifer recharge efforts starting in the mid-1930s of building dams, importing water, and implementing a pumping tax in 1964 proved successful in allowing groundwater levels to recover (USGS, 2023a). By about 1970, subsidence was essentially halted because of Santa Clara Valley Water District's investments in reservoirs, diverse water supplies, and groundwater recharge, along with management programs that allowed groundwater conditions to recover (SCCWD, 2023).

5.7.1.5. Slope Stability

Important factors that affect the slope stability of an area include the steepness of the slope, the relative strength of the underlying rock material, and the thickness and cohesion of the overlying colluvium and alluvium. The steeper the slope and/or the less strong the rock, the more likely the area is susceptible to

landslides. The steeper the slope and the thicker the colluvium, the more likely the area is susceptible to debris flows. Another indication of unstable slopes is the presence of old or recent landslides or debris flows.

The Project site, located in the City of Santa Clara is on the gently sloping and nearly flat valley floor, is a flat graded parcel and would not be subject to landslides. According to landslide hazard mapping compiled by the County of Santa Clara (2012), the City of Santa Clara is not within a landslide hazard zone and the CGS does not map and any landslide hazard zones within the city or at or near the Project site (CGS, 2023a).

5.7.1.6. Seismicity

Per the Alquist-Priolo Act, seismic faults can be classified as a Holocene active, a Pre-Holocene, Age-undetermined, or inactive, based on the following criteria (CGS, 2018):

- Holocene-active faults: Faults that have moved during the past 11,700 years. This age boundary is an absolute age (number of years before present) and is not a radiocarbon (^{14}C) age determination, which requires calibration in order to derive an absolute age.
- Pre-Holocene faults: Faults that have not moved in the past 11,700 years, thus do not meet the criteria of "Holocene-active fault" as defined in the A-P Act and SMGB regulations. This class of fault may be still capable of surface rupture but is not regulated under the A-P Act. Depending on available site-specific and regional data such as proximity to other active faults, average recurrence, variability in recurrence, the timing of the most recent surface rupturing earthquake, and case studies from other surface rupturing earthquakes, the Project geologist may, but is not required to, recommend setbacks. Engineered solutions can also be considered by a licensed engineer operating within his or her field of practice.
- Age-undetermined faults: Faults where the recency of fault movement has not been determined. Faults can be "age-undetermined" if the fault in question has simply not been studied in order to determine its recency of movement. Faults can also be age-undetermined due to limitations in the ability to constrain the timing of the recency of faulting. Examples of such faults are instances where datable materials are not present in the geologic record, or where evidence of recency of movement does not exist due to stripping (either by natural or anthropogenic processes) of Holocene-age deposits. Within the framework of the A-P Act, age-undetermined faults within regulatory Earthquake Fault Zones are considered Holocene-active until proved otherwise.
- Inactive: A fault may only be presumed to be inactive based on satisfactory geologic evidence; however, the evidence necessary to prove inactivity sometimes is difficult to obtain and locally may not exist.

Although it is difficult to quantify the probability that an earthquake will occur on a specific fault, this classification assumes that if a fault has moved during the Holocene epoch, it is likely to produce earthquakes in the future and is considered an active fault.

The Project area will be subject to regional ground shaking associated with earthquakes on faults of the San Andreas fault system. Active faults of the San Andreas system are predominantly strike-slip faults accommodating translational movement between the Pacific and North American tectonic plates. Significant damaging earthquakes that have occurred on the San Andreas fault system within 50 miles of the Project site include:

- M7.9 1906 San Francisco Earthquake, the M6.9 1989 Loma Prieta Earthquake – resulted in 3,000 dead and $524 million in property damage (includes damage from fire);
- M7.4 1838 San Andreas Fault Earthquake – magnitude estimated due to damage, resulted in damage in San Francisco and Santa Clara;

- M 6,9 1989 Loma Prieta Earthquake – resulted in 63 dead, 3,737 injured, and $6 billion in property damage, and
- M6.8 1868 Hayward Fault Earthquake - 30 dead and $350,000 in property damage (USGS, 2023b; CGS, 2023a).

Periodic earthquakes accompanied by surface displacement can be expected to continue in the Project area. Active and potentially active faults within 50 miles of the Project that are significant potential seismic sources relative to the proposed Project are presented in Table 5.7 1.

Table 5.7-1. Significant Active and Potentially Active Faults within 50 miles of the Proposed Project

Fault Name	Distance[1] (miles)	Estimated Maximum Magnitude[2,3]	Fault Type[1]
Hayward–Rodgers Creek	5.9[2]	6.8–7.3	Right Lateral Strike Slip, 90◦ dip
Monte Vista–Shannon	6.9[2]	6.5	Thrust Fault, dips 45°W
Calaveras	9.2[2]	6.4–7.0	Right Lateral Strike Slip, 90◦ dip
San Andreas	11.1[2]	7.1-7.9	Right Lateral Strike Slip, 90◦ dip
Zayante-Vergeles	19.9	7.0	Right Lateral Strike Slip, 90◦ dip
Greenville Connected	24.1	7.0	Right Lateral Strike Slip, 90◦ dip
San Gregorio Connected	24.7	7.5	Right Lateral Strike Slip, 90◦ dip
Mount Diablo Thrust	25.4	6.7	Blind Thrust, dips 38° NE
Monterey Bay–Tularcitos	32.8	7.3	Right Lateral Strike Slip, 90◦ dip
Great Valley 7	34.1	6.9	Blind Thrust, dips 15° W
Green Valley Connnected	36.2	6.8	Right Lateral Strike Slip, 90◦ dip
Ortigalita	37.6	7.1	Right Lateral Strike Slip, 90◦ dip
Great Valley 8	43.8	6.8	Blind Thrust, dips 15° W
Great Valley 5 , Pittsburg Kirby Hills	44.5	6.7	Blind Thrust (reverse), dips 90°
Quien Sabe	44.9	6.6	Right Lateral Strike Slip, 90◦ dip
Rinconada	49.5	7.5	Right Lateral Strike Slip, 90◦ dip

1 Fault distances and type obtained from the 2008 National Seismic Hazard Maps – Source Parameters website (USGS, 2023c). Fault distances measured to generalized to the National Seismic Hazard Map (NSHM) fault trace.
2 Fault distance modified using USGS and CGS Quaternary Faults data (USGS and CGS, 2023).
3 Maximum Earthquake Magnitude – the maximum earthquake that appears capable of occurring under the presently known tectonic framework; magnitude listed is "Ellsworth-B" magnitude from USGS 2008 National Seismic Hazard Maps - Source Parameters unless otherwise noted.
4 Range of Magnitude represents varying potential rupture scenarios with single or multiple segments rupturing in various combinations.

Fault Rupture

Fault rupture is the surface displacement that occurs when movement on a fault deep within the earth breaks through to the surface. Fault rupture and displacement almost always follows preexisting faults, which are zones of weakness; however, not all earthquakes result in surface rupture (i.e., earthquakes that occur on blind thrusts do not result in surface fault rupture). Rupture may occur suddenly during an earthquake or slowly in the form of fault creep. In addition to damage caused by ground shaking from an earthquake, fault rupture is damaging to buildings and other structures due to the differential displacement and deformation of the ground surface that occurs from the fault offset leading to damage or collapse of structures across this zone.

While the closest fault to the Project site is the active Alquist-Priolo zoned Hayward fault (part of the Hayward-Rodgers Creek fault zone), no known active or potentially active faults are mapped crossing or immediately adjacent to the Project site (CGS, 2023b). Additionally, the City of Santa Clara is not crossed by any faults zoned under the Alquist-Priolo Earthquake Fault Zoning Act (CGS, 2023b; City of Santa Clara, 2011). There is no risk of surface fault rupture at the Project site.

Ground Shaking

An earthquake is classified by the amount of energy released, which traditionally has been quantified using the Richter scale. Recently, seismologists have begun using a Moment Magnitude (M) scale because it provides a more accurate measurement of the size of major and great earthquakes. For earthquakes of less than M 7.0, the Moment and Richter Magnitude scales are nearly identical. For earthquake magnitudes greater than M 7.0, readings on the Moment Magnitude scale are slightly greater than a corresponding Richter Magnitude. Numerous moderate and large earthquakes have occurred within 50 miles of the Project site, including 49 earthquakes of M 5.5 or greater which includes 19 earthquakes of M 6.0 to M 6.9, and two earthquakes of greater than M 7.0. These include two catastrophically damaging earthquake: the 1906 M 7.9 San Francisco Earthquake and the 1989 M 6.9 Loma Prieta Earthquake and its aftershocks (USGS, 2023b).

The intensity of the seismic shaking, or strong ground motion, at the Project site during an earthquake is dependent on the distance between the Project area and the epicenter of the earthquake, the magnitude of the earthquake, and the geologic conditions underlying and surrounding the Project area. Earthquakes occurring on faults closest to the Project area would most likely generate the largest ground motion. Earthquake damage resulting from ground shaking is determined by several factors: the magnitude of an earthquake, depth of focus, distance from the fault, intensity and duration of shaking, local groundwater and soil conditions, presence of hillsides, structural design, and the quality of workmanship and materials used in construction. The USGS National Seismic Hazard Maps (NSHM) were used to estimate approximate peak ground accelerations (PGAs) in the proposed Project area. The NSHMs depict peak ground accelerations with a 2 percent probability of exceedance in 50 years which corresponds to a return interval of 2,475 years and for a maximum considered earthquake. The estimated approximate peak ground acceleration from large earthquakes for the Project site is between 0.80 and 1.2 g, which corresponds to strong to very strong seismically induced ground shaking (USGS, 2023d). The City is located in a region characterized by a moderate to high ground shaking hazard. (City of Santa Clara, 2011)

Liquefaction

Liquefaction is the phenomenon in which saturated granular sediments temporarily lose their shear strength during periods of earthquake-induced strong ground shaking. The susceptibility of a site to liquefaction is a function of the depth, density, and water content of the granular sediments and the magnitude and frequency of earthquakes in the surrounding region. Saturated, unconsolidated silts, sands, and silty sands within 50 feet of the ground surface are most susceptible to liquefaction. Liquefaction-related phenomena include lateral spreading, ground oscillation, flow failures, loss of bearing strength, subsidence, and buoyancy effects (Youd and Perkins, 1978). In addition, densification of the soil resulting in vertical settlement of the ground can also occur. In order to determine liquefaction susceptibility of a region, three major factors are considered: the density and textural characteristics of the alluvial sediments; the intensity and duration of ground shaking; and the depth to groundwater.

The City of Santa Clara is almost entirely within a zone of liquefaction hazard (County of Santa Clara, 2012). Ground failure caused by liquefaction is thus a substantial concern for much of the City's development. The Project site is within a mapped CGS liquefaction hazard zone (CGS, 2023b). Additionally, the Project site is underlain by potentially liquefiable young alluvial sediments with shallow (less than 10 feet below ground surface) to artesian water levels (water levels that flow to the surface) (CGS, 2001; DWR, 2023).

Paleontology

Paleontological resources are the fossilized remains of organisms from prehistoric environments found in geologic strata. These are valued for the information they yield about the history of the earth and its past ecological settings. According to the City of Santa Clara General Plan EIR, the City is situated on alluvial fan deposits of the Holocene age, consisting of gravel, sand and finer sediments. Along the City's major streams are natural levee deposits consisting of silt and clay, also of the Holocene age. Geologic units of Holocene age are generally not considered sensitive for paleontological resources, because biological remains younger than 10,000 years are not usually considered fossils. Holocene materials in the Santa Clara Valley may have some level of sensitivity for paleontological resources (City of Santa Clara, 2011).

The Project site is in the Santa Clara Valley, where these Holocene age sediments overlie older, Pleistocene age sediments that have a high potential to contain paleontological resources. The Pleistocene age sediments, often found at depths of 10 feet (3 meters) or more below the ground surface in the region, have yielded the fossil remains of plants and extinct terrestrial Pleistocene vertebrates (City of Santa Clara, 2011). Pleistocene alluvial sediments may be found at depths of 5 to 10 feet below Holocene alluvium in the Project area (Helley, 1990).

The Project site is underlain by artificial fill over young channel deposited alluvial sediments which have no and low paleontological sensitivity, respectively; the young alluvial sediments are unlikely to have significant fossils due to their age and their high energy method of deposition. The greatest anticipated depth of any excavation at the site would be approximately 10 feet for the 60 kV transmission line structures. All other excavations would be at shallower depths.

5.7.1.7. Regulatory Background

Federal

The Clean Water Act. The Clean Water Act establishes the basic structure for regulating discharges of pollutants into the Waters of the U.S. The Act authorized the Public Health Service to prepare comprehensive programs for eliminating or reducing the pollution of interstate waters and tributaries and improving the sanitary condition of surface and underground waters with the goal of improvements to and conservation of waters for public water supplies, propagation of fish and aquatic life, recreational purposes, and agricultural and industrial uses. The proposed Project construction may disturb a surface area greater than one acre; therefore, SVP would be required to obtain a National Pollution Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity under Clean Water Act regulations. Compliance with the NPDES would require that the applicant prepare and submit a Storm Water Pollution Prevention Plan (SWPPP).

The International Building Code (IBC). The International Building Code (IBC) is published by the International Code Council (ICC). The scope of this code covers major aspects of the design and construction and structures and buildings, except for three-story one- and two-family dwellings and town homes. The International Building Code has replaced the Uniform Building Code as the basis for the California Building Code and contains provisions for structural engineering design. The 2018 IBC addresses the design and installation of structures and building systems through requirements that emphasize performance. The IBC includes codes governing structural as well as fire- and life-safety provisions covering seismic, wind, accessibility, egress, occupancy, and roofs.

State

The California Building Code, Title 24, Part 2 (CBC, 2019). The California Building Code, Title 24, Part 2 provides building codes and standards for design and construction of structures in California. The 2019 CBC is based on the 2018 International Building Code with the addition of more extensive structural

seismic provisions. Chapter 16 of the CBC contains definitions of seismic sources and the procedure used to calculate seismic forces on structures.

The California Fire Code, Title 24, Part 9, Chapter 12 (CFC, 2019). The California Fire Code, Title 24, Part 9, Chapter 12 provides codes and standards for design and construction of Energy Systems as it relates to fire safety. Section 1206 specifically applies to electrical Energy Storage Systems (ESS) and provides information on permit, construction, hazard mitigation, and operational requirements. It also includes a requirement that ESS structures shall comply with seismic design requirements of CBC Chapter 16.

The Alquist-Priolo Earthquake Fault Zoning Act of 1972, Public Resources Code (PRC), sections 2621–2630 (formerly the Special Studies Zoning Act). The Alquist-Priolo Earthquake Fault Zoning Act regulates development and construction of buildings intended for human occupancy to avoid the hazard of surface fault rupture. While this Act does not specifically regulate transmission and telecommunication lines; it does help define areas where fault rupture is most likely to occur. This Act groups faults into categories of active, potentially active, and inactive faults. Historic and Holocene age faults are considered active, Late Quaternary and Quaternary age faults are considered potentially active, and pre-Quaternary age faults are considered inactive. These classifications are qualified by the conditions that a fault must be shown to be "sufficiently active" and "well defined" by detailed site-specific geologic explorations in order to determine whether building setbacks should be established.

The Seismic Hazards Mapping Act (the Act) of 1990 (Public Resources Code, Chapter 7.8, Division 2, sections 2690–2699). The Act directs the California Department of Conservation, Division of Mines and Geology [now called California Geological Survey (CGS)] to delineate Seismic Hazard Zones. The purpose of the Act is to reduce the threat to public health and safety and to minimize the loss of life and property by identifying and mitigating seismic hazards. Cities, counties, and State agencies are directed to use seismic hazard zone maps developed by CGS in their land-use planning and permitting processes. The Act requires that site-specific geotechnical investigations be performed prior to permitting most urban development projects within seismic hazard zones.

Public Resources Code Section 5097.5. PRC Section 5097.5 provides for the protection of cultural resources. This PRC section prohibits the removal, destruction, injury, or defacement of archaeological features on any lands under the jurisdiction of State or local authorities.

PRC Section 5097.5 also affirms that no person shall willingly or knowingly excavate, remove, or otherwise destroy a vertebrate paleontological site or paleontological feature without the express permission of the overseeing public land agency. It further states under PRC Section 30244 that any development that would adversely impact paleontological resources shall require reasonable mitigation. These regulations apply to projects located on land owned by or under the jurisdiction of the State or any city, county, district, or other public agency (PRC §5097.5). The importance of paleontological resources is based on their scientific and educational value. The Society of Vertebrate Paleontology identifies vertebrate fossils, their taphonomy (fossilization process) and associated environmental data, and fossiliferous deposits as scientifically significant nonrenewable paleontological resources (Society of Vertebrate Paleontology, 2010). Botanical and invertebrate fossils and assemblages may also be significant. Absent specific agency guidelines, most professional paleontologists in California adhere to guidelines set forth in "Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources" (Society of Vertebrate Paleontology, 2010). These categories include high, undetermined, low, and no potential.

Local

City of Santa Clara General Plan. The purpose of the City's safety policies is to identify potential hazards and measures that can lessen risks for the City's population and property. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.5-P5.** Regulate development, including remodeling or structural rehabilitation, to ensure adequate mitigation of safety hazards, including flooding, seismic, erosion, liquefaction and subsidence dangers.
- **Policy 5.10.5-P6.** Require that new development is designed to meet current safety standards and implement appropriate building codes to reduce risks associated with geologic conditions.
- **Policy 5.10.5-P7.** Implement all recommendations and design solutions identified in project soils reports to reduce potential adverse effects associated with unstable soils or seismic hazards.
- **Policy 5.10.5-P10.** Support efforts by the Santa Clara Valley Water District to reduce subsidence.

In addition, the following Goals and Policies are identified related to paleontology:

Archaeological and Cultural Resources Goals

- **Goal 5.6.3-G1.** Protection and preservation of cultural resources, as well as archaeological and paleontological sites.
- **Goal 5.6.3-G2.** Appropriate mitigation in the event that human remains, archaeological resources or paleontological resources are discovered during construction activities.
- Archaeological and Cultural Resources Policies
- **Policy 5.6.3-P1.** Require that new development avoid or reduce potential impacts to archaeological, paleontological and cultural resources.
- **Policy 5.6.3-P2.** Encourage salvage and preservation of scientifically valuable paleontological or archaeological materials.
- **Policy 5.6.3-P4.** Require that a qualified paleontologist/archaeologist monitor all grading and/or excavation if there is a potential to affect archeological or paleontological resources, including sites within 500 feet of natural water courses and in the Old Quad neighborhood.
- **Policy 5.6.3-P5.** In the event that archaeological/paleontological resources are discovered, require that work be suspended until the significance of the find and recommended actions are determined by a qualified archaeologist/paleontologist.

5.7.2. Environmental Impacts and Mitigation Measures

a. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

NO IMPACT. No Alquist-Priolo mapped or other known faults cross the proposed Project area or are immediately adjacent to it. Therefore, there is no potential for the Project to damage by fault rupture and no project activities would result in triggering or to directly or indirectly causing primary fault rupture.

ii. Strong seismic ground shaking?

LESS THAN SIGNIFICANT. The proposed Project would be located in an area mapped as likely to experience strong to very strong ground shaking in the event of a large earthquake with PGAs ranging from 0.80 to

1.2 g for a 2 percent probability of exceedance in 50 years for the Project area. The area has historically experienced moderate to severe ground shaking due to the numerous earthquakes that have occurred in the San Francisco Bay Area. These earthquakes have resulted in severe damage to structures, billions of dollars in property damage, and deaths.

There will be no full-time onsite workers or occupied structures as part of the Project; workers will be onsite periodically for as needed inspections and maintenance during Project operation. The proposed BESS system (including the BESS units and enclosures and the PCS and their enclosures), and the 60 kV line may be subject to strong to very strong ground shaking during the Project's lifetime. While the potential for seismically induced ground shaking in the Proposed Project area during Project operation is unavoidable, the BESS and PCS structures and the 60 kV line would be designed per all applicable local and State seismic design criteria. Design of these structures to all appropriate seismic design criteria reduces the potential for loss, injury, or death of workers or the public to less than significant.

iii. Seismic-related ground failure, including liquefaction?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed Project site is within a CGS liquefaction hazard zone and is underlain by potentially liquefiable alluvial sediments and very shallow groundwater. Therefore, the potential for liquefaction-related damage to the BESS system and 60 kV line is high. The BESS system structures would be designed to appropriate local and State guidelines. However, to ensure that direct and indirect impacts associated with seismically induced ground failures or liquefaction would be less than significant, mitigation measure MM G-1 (Conduct Geotechnical Investigations for Liquefaction) shall be implemented prior to final Project design to ensure that people or structures are not exposed to hazards from the Project associated with earthquake-induced liquefaction.

Mitigation Measure for Seismically Induced Liquefaction

MM G-1 **Conduct Geotechnical Investigations.** Because seismically induced liquefaction-related ground failure has the potential to damage or destroy Project components, design-level geotechnical investigation for the Project shall be performed by SVP and shall include investigations designed to assess the potential for geologic and seismic hazards, and specifically include evaluation of potential for liquefaction and expansive soils to affect the BESS system components and the 60 kV line at the Project site. Where liquefaction or expansive soils hazards are found to exist/verified, appropriate engineering design and construction measures shall be incorporated into the Project designs as deemed appropriate by the Project engineer. Finalized Project design incorporating geotechnical recommendations shall be submitted to the City 60 days prior to Project construction.

iv. Landslides?

NO IMPACT. The proposed Project would be located on a flat to relatively flat graded area on the gently sloping Santa Clara Valley floor and no known landslides have occurred in the Project vicinity. The Project site is not located within or near a CGS designated landslide hazard area (CGS, 2023a). Therefore, landslides and other slope failures are highly unlikely to occur and there would be no impact related to landslides or slope instability.

b. Would the project result in substantial soil erosion or the loss of topsoil?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The Project site is flat to nearly flat, however some grading and excavation would occur as part of Project construction. Surface disturbing activities such as trenching or grading will be required for construction of the proposed Project but would be done in compliance with regulations pertaining to sediment and runoff control, including silt fencing on the site perimeter. Sediment controls would be implemented to prevent water or wind disturbance and migration of the earth. In addition, as noted in Section 5.10 Hydrology and Water Quality, a stormwater pollution

prevention plan or erosion control plan would be required under mitigation measure MM HYD-1 to address surface water quality. Implementation of this measure would ensure that the potential erosion or loss of topsoil is limited and reduced to a less than significant impact.

Mitigation Measure for Soil Erosion or Loss of Topsoil

MM HYD-1 **SWPPP or Erosion Control Plan Development and Implementation.** (see full text in Section 5.10, Hydrology and Water Quality)

c. Would the project be located on geologic units or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. As discussed above in Item (a)(iii) regarding liquefaction, the proposed Project would be constructed in an area within the zone of liquefaction hazard; therefore, structures could potentially suffer liquefaction-related damage. However, compliance with applicable local and State design regulations and implementation of mitigation measure MM G-1 (Conduct geotechnical investigations) prior to final Project design would ensure that people or structures are not exposed to hazards associated with earthquake-induced liquefaction, reducing the impact to less than significant.

Additionally, as discussed above in Item (a)(iv) Landslides, there would be no impact from landslides as the proposed Project is located on and traverses flat to gently sloping terrain and would not be subject to landslides. Although the Project site is located in an area with known historic subsidence, subsidence in the Santa Clara Valley has been controlled/stopped due to activities and procedures put in place by the Santa Clara Valley Water District and the Project will not construct any new groundwater extraction wells and would not contribute to declining water levels and subsidence. Thus, there would be no impact from subsidence.

Mitigation Measure for Seismically Induced Liquefaction

MM G-1 **Conduct Geotechnical Investigations.** (see full text above)

d. Would the project be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life or property?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Mapping by the NRCS indicates that the Project site is underlain by soils mapped as an Urban Land soil unit with undetermined expansive potential. However, the mapped geologic unit underlying the Project site is known to contain high percentage of clay and therefore may be expansive. Expansive soils could impact the integrity and stability of BESS system foundations, damaging structures and potentially injuring workers. Compliance with local and State design requirements would reduce potential impacts from expansive soils. However, to ensure that direct and indirect impacts associated with expansive soils would be less than significant, mitigation measure MM G-1 (Conduct Geotechnical Investigations) shall be implemented prior to final Project design to ensure that people or structures are not exposed to hazards from the Project associated with expansive soils.

Mitigation Measure for Expansive Soils

MM G-1 **Conduct Geotechnical Investigations**. (see full text above)

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

NO IMPACT. The proposed Project would not include any components requiring septic tanks or alternative wastewater systems. Therefore, there would be no impact.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed Project is anticipated to disturb the ground surface for excavation and grading. Geologic units underlying the site consist of undetermined depths of artificial fill, Holocene alluvium, and Pleistocene alluvium. Depth to Pleistocene alluvium at the site is estimated at 5 to 10 feet below ground surface (Helley, 1990). Although it is unlikely that the limited Project excavation and grading would exceed these depths, there is a chance that Project ground disturbance could potentially encounter older Quaternary alluvium (Pleistocene alluvial sediments) that may contain unique paleontological resources or sites. The possibility that previously unknown paleontological resources could be discovered and damaged or destroyed during Project ground disturbance would potentially constitute a significant impact absent mitigation. Implementation of mitigation measure MM G-2 would evaluate and protect unanticipated discoveries of unique paleontological resources or unique geologic features, thereby reducing this potential impact to a less than significant level.

Mitigation Measure for Paleontological Resources

MM G-2 **Worker Training and Management of Paleontological Resources.** A paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. The qualified professional paleontologist shall prepare a Paleontological Worker Environmental Awareness Program (WEAP), and training shall be provided for all staff who will be onsite during excavations. The WEAP shall show what local Pleistocene fossils look like in general, where they may appear in the Project, and how to proceed should material suspected to be a fossil is encountered.

The qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the Project area that meets the standards set forth by the Society of Vertebrate Paleontology (2010). This PRMP shall include:

- A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. The Paleontologist shall determine a suitable monitoring schedule based on construction activities and anticipated depth of ground disturbance. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy.
- A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.

5.8. Greenhouse Gas Emissions

GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.8.1. Setting

Physical Setting and Effects of GHG Emissions. The global climate depends on the presence of naturally occurring greenhouse gases (GHG) to provide what is commonly known as the "greenhouse effect" that allows heat radiated from the Earth's surface to warm the atmosphere. The greenhouse effect is driven mainly by water vapor, aerosols, carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and other constituents. Globally, the presence of GHG affects temperatures, precipitation, sea levels, ocean currents, wind patterns, and storm activity.

Human activity directly contributes to emissions of six primary anthropogenic GHGs: CO_2, CH_4, N_2O, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6). The standard definition of anthropogenic GHG includes these six substances under the 1997 Kyoto Protocol (UNFCCC, 1998). The most important and widely occurring anthropogenic GHG is CO_2, primarily from the use of fossil fuels as a source of energy.

Changing temperatures, precipitation, sea levels, ocean currents, wind patterns and storm activity provide indicators and evidence of the effects of climate change. For the period 1950 onward, relatively comprehensive data sets of observations are available. Research by California's Office of Environmental Health Hazard Assessment (OEHHA) reports certain climate change indicators by categorizing the effects as: changes in California's climate; impacts to physical systems including oceans, lakes, rivers, and snowpack; and impacts to biological systems including humans, vegetation, and wildlife. The primary observed changes in California's climate include increased annual average air temperatures, more-frequent extremely hot days and nights, and increased severity of drought. Impacts to physical systems affected by warming temperatures and changing precipitation patterns show decreasing snowmelt runoff, shrinking glaciers, and rising sea levels. Impacts to terrestrial, marine, and freshwater biological systems, with resulting changes in habitat, agriculture, and food supply are occurring in conjunction with the potential to impact human well-being (OEHHA, 2018).

GHG-Emissions Trends. California first formalized a strategy to achieve GHG reductions in 2008, when California produced approximately 484 million metric tons of CO_2 equivalent (MMTCO2e) according to the official Air Resources Board inventory (ARB, 2021). The economy-wide emissions have been declining in recent years, and California emitted approximately 418 MMTCO2e in 2019 (ARB, 2021). Globally, anthropogenic GHG emissions have increased by roughly 80%, from around 27,000 to 49,000 MMTCO2e per year between 1970 and 2010 (IPCC, 2014). In this global context, California emits less than one percent of the global anthropogenic GHG.

5.8.1.1. Regulatory Background

California Global Warming Solutions Act of 2006 [Assembly Bill 32 (AB 32)]. The California Global Warming Solutions Act of 2006 (AB 32) required that California's greenhouse gas (GHG) emissions be reduced to

1990 levels by 2020. The reduction is being accomplished through an enforceable statewide cap on global warming emissions beginning in 2012. AB 32 directs the ARB to develop regulations and a mandatory reporting system to track and monitor global warming emissions levels (AB 32, Chapter 488, Statutes of 2006). AB 32 requires ARB to update the Scoping Plan at least every 5 years. Accordingly, the ARB released a 2022 Scoping Plan Update in November 2022 (ARB, 2022).

In passing AB 32, the California Legislature found that:

> *Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California. The potential adverse impacts of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels resulting in the displacement of thousands of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problem.*

Other major Executive Orders, legislation, and regulations adopted for the purpose of reducing GHG emissions support the implementation of AB 32 and California's climate goals, as described below.

California Governor's Executive Order B-30-15 and Senate Bill 32 (SB 32). Executive Order B-30-15 (April 2015) establishes a California greenhouse gas reduction target of 40 percent below 1990 levels by 2030. One purpose of this interim target is to ensure California meets its target of reducing greenhouse gas emissions to 80 percent below 1990 levels by 2050. This executive order also specifically addresses the need for climate adaptation and directs state agencies to update the California Climate Adaptation Strategy to identify how climate change will affect California infrastructure and industry and what actions the state can take to reduce the risks posed by climate change. Senate Bill 32 (SB 32) of 2016 codifies this GHG emissions target to 40 percent below the 1990 level by 2030.

Clean Energy and Pollution Reduction Act of 2015 [Senate Bill 350 (SB 350)]. California's state policy objectives on long-term energy planning were updated with SB 350 legislation that was signed into law on October 7, 2015. The requirements include demonstrating through integrated resource planning how each energy service provider, such as SVP, will continue to expand the use of renewable energy supplies in the mix of electricity delivered to end-use customers. With SB 350 California expanded the specific set of objectives to be achieved by 2030, with the following:

- To increase the Renewable Portfolio Standard (RPS) from 33 percent to 50 percent for the procurement of California's electricity from renewable sources; and
- To double the energy efficiency savings in electricity and natural gas end uses by retail customers.

California Governor's Executive Order B-55-18 and Senate Bill 100 (SB 100). Beyond 2030, Executive Order B-55-18 establishes a statewide goal for California to achieve carbon neutrality by 2045. In September 2018, Senate Bill 100 (SB 100), to revise and extend California's Renewables Portfolio Standard program, was signed into law. SB 100 accelerated the RPS targets and established the goals of 50 percent renewable energy resources by 2026 and 60 percent renewable energy resources by 2030. These RPS targets are codified according to compliance periods in Pub. Util. Code Section 399.30, as follows: 33 percent by December 31, 2020, 44 percent by December 31, 2024, 52 percent by December 31, 2027, and 60 percent by December 31, 2030. SB 100 also sets a target for California to achieve a GHG-free electricity supply for 100 percent of retail sales of electricity to California end-use customers by December 31, 2045. The 2022 Scoping Plan Update assesses progress towards achieving the updated 2030 targets, while laying out a path to achieve the SB 100 target of carbon neutrality no later than 2045 (ARB, 2022).

Mandatory Reporting of Greenhouse Gas Emissions (17 CCR 95100 to 95158). The ARB Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, or mandatory reporting rule (MRR), applies to

electric power distribution companies and to fossil fuel electricity generating facilities with a nameplate capacity equal or greater than 1 MW capacity. As an Electric Power Entity under this rule, SVP must report GHG emissions associated with providing electricity to end-use customers.

Cap-and-Trade Program (17 CCR 95801 to 96022). The California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms Regulation (Cap-and-Trade Program) was initially approved by ARB in 2011. The Cap-and-Trade Program applies to covered entities that fall within certain source categories, including first deliverers of electricity (such as fossil fuel power plants) and electrical distribution utilities, such as SVP. The covered entities must hold compliance instruments sufficient to cover the actual GHG emissions, as evidenced through the MRR requirements. This means that SVP, as an electrical distribution utility, bears the GHG compliance obligation for electricity delivered to end-users that are not otherwise covered entities in the Cap-and-Trade Program.

Emission Reductions of SF_6 from Gas Insulated Switchgear (17 CCR 95350 to 95359). In 2010, ARB adopted a regulation for reducing or phasing-out SF_6 emissions from electric power system gas insulated switchgear. The regulation requires owners of such switchgear to: (1) annually report their SF_6 emissions; (2) determine the emission rate relative to the SF_6 capacity of the switchgear; (3) provide a complete inventory of all gas insulated switchgear and their SF_6 capacities; (4) produce a SF_6 gas container inventory; and (5) keep all information current for ARB enforcement staff inspection and verification.

City of Santa Clara, Climate Action Plan (CAP). The City of Santa Clara CAP, adopted on December 3, 2013, proposed to reduce community GHG emissions to 15 percent below 2008 levels by the year 2020. The CAP's reduction measures address energy use, transportation, land use, water, solid waste, and off-road equipment. On June 7, 2022, the City Council unanimously adopted an updated CAP to align with California's 2030 GHG reduction targets and carbon neutrality goals for 2045. The City's 2022 CAP envisions a 40 percent reduction in emissions by 2030 (Senate Bill 32), with an interim target of an 80 percent reduction in emissions by 2035, as it moves toward a 2045 goal of net carbon neutrality (EO B-55-18). In developing the CAP strategies, the City considered how actions contribute to social and economic co-benefits like emissions reductions, equity, green jobs, cost savings and others.

5.8.2. Environmental Impacts and Mitigation Measures

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

LESS THAN SIGNIFICANT. The proposed construction activities include mobilizing construction equipment, crews, and materials, excavating holes for poles, installing concrete foundations and equipment, installing poles, and wire stringing. These activities during construction would cause GHG emissions due to fuels used by the construction vehicles and equipment. Diesel and gasoline-powered construction equipment would include trucks for materials and crews, and the following types of equipment: auger, backhoe or loader, crane, compactor, small welder, pump, and generator. Equipment and motor vehicles would directly emit CO_2, CH_4, and N_2O due to fuel use and combustion, and motor vehicle fuel combustion emissions in terms of CO2e are approximately 95 percent CO_2, and CH_4 and N_2O emissions occur at rates of less than 1 percent of the mass of combustion CO_2 emissions.

The resulting one-time quantity of GHG emitted during the 16-month period of construction would be around 788 MTCO2e (Aspen, 2023), based on use of the California Emissions Estimator Model (CalEEMod; v.2020.4.0). These one-time project-level emissions would cease at the conclusion of construction and would be well below the threshold level of 10,000 MTCO2e per year for annually recurring emissions from stationary sources (BAAQMD, 2017).

Upon completion of construction, operation of the Project would not result in a notable incremental increase in GHG emissions from O&M activities. During operation, the quantity of GHG emitted is

expected to be approximately 134 MTCO2e per year (Aspen, 2023). These operational emissions would comply with the BAAQMD's project-level threshold of significance, which is annual emissions of less than 1,100 MTCO2e per year. Therefore, impacts would be less than significant.

b. Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

LESS THAN SIGNIFICANT. California's regulatory setting for GHG emissions (Section 5.8.1) ensures that most of the existing and foreseeable GHG sources in electric power sector are subject to one or more programs aimed at reducing GHG. The 2022 Scoping Plan Update (ARB, 2022) provides an outline of actions to reduce California's GHG emissions. The scoping plan requires ARB and other state agencies to adopt regulations and other initiatives to reduce GHGs.

The proposed Project would generate limited quantities of direct GHG emissions from the construction and O&M activities. The mix of power serving the end-use customers would not change as a result of the proposed Project. The proposed Project would improve the infrastructure used in delivery of SVP's energy supply and would not affect SVP's ability to supply renewable energy. By installing battery energy storage, the Project would be likely to improve SVPs reliability and flexibility in delivery of electricity in compliance with California's RPS requirements. Increasing the use of renewable generation in conjunction with energy storage is important to the overall objective of decarbonizing the electricity sector (ARB, 2022).

California's Cap-and-Trade regulation is the major climate program covering Project related GHG emissions. Construction and O&M activities would cause GHG emissions due to fuels used by the vehicles and equipment. The end-users of motor vehicle fuels like gasoline and diesel may include construction contractors that are not otherwise designated as covered entities in the Cap-and-Trade program, and these do not directly bear the Cap-and-Trade compliance obligation. However, all fuel suppliers, including refiners and pipeline companies, must cover the end-user's GHG emissions. Because the Project-related GHG emissions, including construction-phase emissions and the operational-phase mobile source emissions, would be "covered" by the fuel suppliers subject to Cap-and-Trade requirements, these emissions would not conflict California's progress towards achieving GHG reductions.

As in the existing conditions, SVP would comply with ARB SF_6 regulations to inventory, report, and minimize SF_6 leaks through the use of new technology. By complying with these requirements, the proposed Project would not conflict with any applicable GHG management plan, policy, or regulation. Therefore, this impact would be less than significant.

5.9. Hazards and Hazardous Materials

HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☒	☐	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☒	☐	☐
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.9.1. Setting

This section addresses issues related to environmental hazards and hazardous materials in the existing conditions. Environmental hazards include accidental spills of hazardous materials, the presence of existing subsurface contamination, the risk of wildfire, and aircraft safety. Hazardous materials include fuel, oil, and lubricants. If encountered, contaminated soil can pose a health and safety threat to workers or the public.

5.9.1.1. Existing and Past Land Uses

Existing and past land use activities are commonly used as indicators of sites or areas with potential for hazardous material storage and use or potential environmental contamination. For example, many current and historic industrial sites have soil or groundwater contamination by hazardous substances. Other hazardous materials sources include leaking underground tanks in commercial and rural areas, contaminated surface runoff from polluted sites, and contaminated groundwater plumes.

5.9.1.2. Hazardous Materials

Construction activities routinely involve use and storage of hazardous materials such as cleaning solvents, paints, adhesives, vehicle fuels, oil, hydraulic fluid, and other vehicle and equipment maintenance fluids. The use and storage of such materials must comply with federal and state regulations. Use of hazardous material during construction of the rebuilt substation would be limited to motor vehicles fluids associated with

construction vehicles. The use, storage, transport, and disposal of hazardous materials used in construction of the facility would be carried out in accordance with federal, state, and county regulations. No extremely hazardous substances (i.e., those governed pursuant to Title 40, Part 335 of the Code of Federal Regulations) are anticipated to be produced, used, stored, transported, or disposed of as a result of the Project's construction.

Asbestos Containing Material and Lead Based Paint. As part of the Project the existing building on the Project site will be demolished. Due to the age of the building, more than 50 years old, there is a potential that asbestos containing material (ACM) and lead based paint (LBP) may be present on or in the building.

5.9.1.3. Battery Energy Storage Systems

A battery energy storage system (BESS) is a type of system that uses an arrangement of batteries and other electrical equipment to store electrical energy. Containerized systems, which are one form of a modular design, have become a popular means of integrating BESS projects efficiently. The battery storage enclosures include battery cells/modules, an HVAC system, a Battery Management System, and Fire Suppression.

Large-scale BESS are commonly designed for high-powered and rapid-charge cycles that can generate heat quickly and affect the safe operation of the batteries (Conzen et al, 2022). BESS require a reliable and well-performing cooling system that either directly cools the battery cell/modules or cools the enclosure in which the battery packs are installed. Failures of the BESS cooling or fire prevention systems can result in fires and explosions within BESS containers. This can occur under a variety of scenarios (i.e., short circuit), in which the stored chemical energy is converted to thermal energy with the results of cell rupture and the release of large amounts of flammable and potentially toxic gases, which can lead to fire and explosion (Conzen et al, 2022). As of June 2021, approximately 30 global large-scale BESS have experienced failures and destructive fires.

5.9.1.4. Environmental Contamination

The Project site is located near commercial and light industrial properties. A review of the State Water Resources Control Board (SWRCB) GeoTracker (SWRCB, 2023a) and California Department of Toxic Substance Control (DTSC) EnviroStor databases (DTSC, 2023a) revealed there are 28 GeoTracker and 16 EnviroStor listed sites within 0.5-mile radius of the proposed Project site. Of the Geotracker sites 5 are open sites with known or potential environmental contamination and 23 are completed case closed sites (SWRCB, 2023a). Ten of the EnviroStor sites are listed as Inactive-Needs Evaluation, 1 is listed as No Further Action, 1 is listed as No Action Required, 2 are certified Closed sites, and 2 sites were referred to other agencies and closed with one having a Land Use/Deed Restriction (DTSC, 2023a).

The 5 open GeoTracker listings area all Cleanup Program sites, and 11 cleanup program site sites. All 17 of the LUST sites are listed as completed case closed with 4 of the sites located upgradient of the Project site. The two closest upgradient cleanup program sites to the Project site are: Owens Corning Fiberglass located approximately 900 feet south of the Project site, listed as open-verification as of 2009 with continuing soil vapor monitoring but ~~a~~ with a recommendation from the RWQCB for closure in regard to VOC groundwater contamination (SWRCB, 2023b); and 715 Comstock Industrial Property (T10000018684) located approximately 1350 feet southeast of the Project, listed as open-site assessment as of 2022 with VOC and TPH contaminated soil and groundwater and an approved Assessment work plan as of January 2023 (SWRCB, 2023c). The 2 remaining upgradient Site Cleanup sites are both located approximately 2100 feet south to southeast of the Project site and are both undergoing remediation for VOC groundwater contamination and have both submitted remediation completion reports in 2021 (SWRCD, 2023d and e).

None of the case closed LUST site present a contamination hazard to the Project site, except potentially the closed LUST located on the southern Portion of the Project parcel. The Pacific Bell (T0608502404)

closed LUST case is located at 3205 Raymond Avenue, the same address as the Project site, however the LUST was located in the southern half of the parcel adjacent to the other building, approximately 130 feet south of the Project site and was case closed in 2001(SWRCB, 2023f). Soil and groundwater sampling conducted at the time of the gasoline tank removal indicated no TPH, VOCs, or MTBE detected in soil, however TPH, VOCs, and MTBE were detected in the underlying groundwater (SWRCB, 2023f). The site underwent remediation and groundwater monitoring and was granted case closure in 2001, with the note that residual petroleum hydrocarbons still existed in the groundwater but at levels below regulatory concern (SWRCB, 2023f).

Five of the EnviroStor sites are located upgradient of the Project site and none have existing contamination issues that present a contamination hazard to the Project site (DTSC, 2023a).

The proposed Project is not located at or near sites identified on a list of hazardous materials waste and substances sites pursuant to Government Code Section 65962.5, including the Cortese List (DTSC, 2021b).

5.9.1.5. Schools

There are no schools or daycare facilities located within a 0.25-mile radius of the Project site. The closest school to the site is the Montague Elementary School of the Santa Clara Unified School District, located approximately 0.85 miles northeast of the Project site.

5.9.1.6. Airports and Airstrips

The Norman Y. Mineta San Jose International Airport (Airport) is located approximately 0.5 miles east of the Project site. A review of the Santa Clara County Comprehensive Land Use Plan (CLUP) for the Airport indicates that the Project site is beneath a mapped flight path and is located between the 65 dB and 70 dB Aircraft Noise Contours (SCCALUC, 2016). Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace, establishes imaginary surfaces for airports and runways as a means to identify objects that are obstructions to air navigation. Each surface is defined as a slope ratio or at a certain altitude above the airport elevation. The Project site is located between the 162 fand 212 feet above Mean Sea Level FAR Part 77 Surface zone of maximum structure height (SCCALUC, 2016). The Project site is at the northwestern edge of the designated Airport Turning Safety Zone (TSZ) and within the Traffic Pattern Zone (TPZ) for the Airport. The TSZ represents the approach and departure areas that have the third highest level of exposure to potential aircraft accidents. The TPZ is that portion of the airport area routinely overflown by aircraft operating in the airport traffic pattern and the potential for aircraft accidents is relatively low and the need for land use restrictions is minimal in the TPZ (SCCLAUC, 2016).

5.9.1.7. Wildfire Hazards

The California Department of Forestry and Fire Protection (CAL FIRE) identifies, and maps areas of significant fire hazards based on fuels, terrain, and other relevant factors. The maps identify this information as a series of Fire Hazard Severity Zones, which are progressively ranked in severity as un-zoned, moderate, high, and very high. Wildland fire protection in California is the responsibility of either the State, local, or federal government. State Responsibility Areas (SRAs) includes those areas where the financial responsibility of preventing and suppressing fires falls primarily on the State. Local Responsibility Areas (LRAs) include incorporated cities, unincorporated county areas, cultivated agriculture lands, and portions of the desert. LRA FHSZ are mapped as either Very High Fire Hazard Severity Zones (VHFHSZ) or as Non-VHFHSZs. LRA fire protection is typically provided by city fire departments, fire protection districts, counties, and by CALFIRE under contract to local governments (OSFM 2023). Federal Responsibility Areas (FRA) are those located on federal lands not otherwise included in SRAs and LRAs.

The Project would be located within the City of Santa Clara County in the County of Santa Clara. The Fire Hazard Severity Zones Map for Santa Clara County (OFSM 2022) indicates that the Project site is located

in an LRA. The proposed Project is located in a fully urbanized developed area with no wildlands at or near the Project site. The Project site is serviced by the Santa Clara Fire Department. For more information on wildfire hazards, see Section 5.20 Wildfire.

5.9.1.8. Electromagnetic Fields

Electric voltage and electric current from transmission lines create electromagnetic fields (EMF). Possible health effects associated with exposure to EMF have been the subject of scientific investigation since the 1970s, and there continues to be public concern about the health effects of EMF exposure. However, EMF is not addressed here as an environmental impact under CEQA. SVP has repeatedly recognized that EMF is not an environmental impact to be analyzed in the context of CEQA because (1) there is no agreement among scientists that EMF does create a potential health risk, and (2) there are no defined or adopted CEQA standards for defining health risks from EMF.

5.9.1.9. Regulatory Background

Hazardous substances are defined by federal and State regulations that aim to protect public health and the environment. Hazardous materials have certain chemical, physical, or infectious properties that cause them to be considered hazardous. Hazardous substances are defined in the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 101(14), and also in the California Code of Regulations (CCR), Title 22, Chapter 11, Article 2, Section 66261, which provides the following definition:

> *A hazardous material is a substance or combination of substances which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed.*

Soil excavated from a site containing hazardous materials would be considered a hazardous waste if it exceeded specific CCR Title 22 criteria or criteria defined in CERCLA or other relevant federal regulations. Remediation (cleanup and safe removal/disposal) of hazardous wastes found at a site is required if excavation of these materials occurs; it may also be required if certain other activities occur. Even if soils or groundwater at a contaminated site do not have the characteristics required to be defined as hazardous wastes, remediation of the site may be required by regulatory agencies subject to jurisdictional authority. Cleanup requirements are determined on a case-by-case basis by the agency taking lead jurisdiction.

Federal

Toxic Substances Control Act. The federal Toxic Substances Control Act (1976) and the Resource Conservation and Recovery Act of 1976 (RCRA) established a program administered by the U.S. Environmental Protection Agency (EPA) for the regulation of the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA was amended in 1984 by the Hazardous and Solid Waste Act (HSWA), which affirmed and extended the "cradle to grave" system of regulating hazardous wastes. The use of certain techniques for the disposal of some hazardous wastes was specifically prohibited by HSWA.

- **Resource Conservation and Recovery Act.** The federal Toxic Substances Control Act (1976) and the Resource Conservation and Recovery Act of 1976 (RCRA) established a program administered by the United States Environmental Protection Agency (U.S. EPA) for the regulation of the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA was amended in 1984 by the Hazardous and Solid Waste Act, which affirmed and extended the "cradle to grave" system of regulating

hazardous wastes. The use of certain techniques for the disposal of some hazardous wastes was specifically prohibited by the Hazardous and Solid Waste Act.

- **Comprehensive Environmental Response, Compensation, and Liability Act.** Congress enacted the federal CERCLA, including the Superfund program, on December 11, 1980. This law provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA established requirements concerning closed and abandoned hazardous waste sites; provided for liability of persons responsible for releases of hazardous waste at these sites; and established a trust fund to provide for cleanup when no responsible party could be identified. CERCLA also enabled the revision of the National Contingency Plan. The National Contingency Plan provided the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, and/or contaminants. The National Contingency Plan also established the National Priorities List. CERCLA was amended by the Superfund Amendments and Reauthorization Act on October 17, 1986.

Clean Water Act. The Clean Water Act (CWA) is the principal federal statute protecting navigable waters and adjoining shorelines from pollution. The law was enacted with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the United States. Since its enactment, the CWA has formed the foundation for regulations detailing specific requirements for pollution prevention and response measures. The U.S. EPA implements provisions of the CWA through a variety of regulations, including the NCP, as described above, and the Oil Pollution and Prevention Regulations. Implementation of the CWA is the responsibility of each state.

As part of the Clean Water Act, the U.S. EPA oversees and enforces the Oil Pollution Prevention regulation (Title 40 CFR Part 112), which is often referred to as the "SPCC rule" because the regulations describe the requirements for facilities to prepare, amend, and implement Spill Prevention, Control, and Counter-measure (SPCC) Plans. A facility is subject to SPCC regulations if the total above ground oil storage capacity exceeds 1,320 gallons, or the underground oil storage capacity exceeds 42,000 gallons, and if, due to its location, the facility could reasonably be expected to discharge oil into or upon the "navigable waters" of the United States. The rule specifies that proactive, and not passive, measures be used to respond to oil discharges.

National Pollutant Discharge Elimination System. The National Pollutant Discharge Elimination System (NPDES) permit program, created in 1972 by the CWA, helps address water pollution by regulating point sources that discharge pollutants to waters of the United States. The permit provides two levels of control: technology-based limits and water quality-based limits (if technology-based limits are not sufficient to provide protection of the water body). Under the CWA, U.S. EPA may authorize state, tribal, and territorial governments to administer the NPDES permit program, enabling them to perform many of the permitting, administrative, and enforcement aspects of the NPDES program. In states authorized to implement CWA programs, U.S. EPA retains oversight responsibilities. Within the State of California, the SWRCB issues both general permits and individual permits under the NPDES permit program.

Federal Aviation Administration. Title 14, Part 77.9 of the Code of Federal Regulations requires Federal Aviation Administration (FAA) notification for any construction or alteration of navigable airspace exceeding 200 feet above ground level (AGL). It also requires notification for construction or alterations within 20,000 feet of an airport with a runway more than 3,200 feet in length if the height of the construction or alteration exceeds a slope of 100 to 1 extending outward and upward from the nearest point of the nearest runway of the airport. If a project's height exceeds 200 feet or exceeds the 100:1 surface, the Project applicant must submit a copy of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA.

State

The California Fire Code. Chapter 12 of the CFC provides provisions related to the installation, operation and maintenance of energy systems used for generating or storing energy to safeguard the public health, safety and general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations. Section 1207 of the 2022 CFC provides requirements for Electrical ESS and provides information on permits, construction, hazard mitigation, and operational requirements.

California Environmental Protection Agency. The California Environmental Protection Agency (Cal/EPA) was created in 1991, which unified California's environmental authority in a single cabinet-level agency and brought the Air Resources Board (ARB), State Water Resources Control Board (SWRCB), Regional Water Quality Control Boards (RWQCBs), Integrated Waste Management Board (IWMB), DTSC, Office of Environmental Health Hazard Assessment (OEHHA), and Department of Pesticide Regulation (DPR) under one agency. These agencies were placed within the Cal/EPA "umbrella" for the protection of human health and the environment and to ensure the coordinated deployment of State resources. Their mission is to restore, protect and enhance the environment, to ensure public health, environmental quality, and economic vitality.

California Hazardous Waste Control Law. The California Hazardous Waste Control Law (HWCL) is administered by Cal/EPA to regulate hazardous wastes. While the HWCL is generally more stringent than RCRA, until the EPA approves the California program, both the State and federal laws apply in California. The HWCL lists 791 chemicals and about 300 common materials that may be hazardous; establishes criteria for identifying, packaging and labeling hazardous wastes; prescribes management controls; establishes permit requirements for treatment, storage, disposal and transportation; and identifies some wastes that cannot be disposed of in landfills.

California Department of Toxic Substance Control. Department of Toxic Substance Control (DTSC) is a department of Cal/EPA and is the primary agency in California that regulates hazardous waste, cleans-up existing contamination, and looks for ways to reduce the hazardous waste produced in California. DTSC regulates hazardous waste in California primarily under the authority of RCRA and the California Health and Safety Code. Other laws that affect hazardous waste are specific to handling, storage, transportation, disposal, treatment, reduction, cleanup, and emergency planning.

California Department of Industrial Relations, Division of Occupational Safety and Health Administration. The California Occupational Safety and Health Administration (Cal/OSHA) is the primary agency responsible for worker safety in the handling and use of chemicals in the workplace. Cal/OSHA standards are generally more stringent than federal regulations. The employer is required to monitor worker exposure to listed hazardous substances and notify workers of exposure (8 CCR Sections 337-340). The regulations specify requirements for employee training, availability of safety equipment, accident-prevention programs, and hazardous substance exposure warnings.

California Fire Plan. The Strategic California Fire Plan was finalized in June 2010 and directs each California Department of Forestry and Fire Protection (CAL FIRE) Unit to prepare a locally specific Fire Management Plan. In compliance with the California Fire Plan, individual CAL FIRE units are required to develop Fire Management Plans for their areas of responsibility. These documents assess the fire situation within each of CAL FIRE's 21 units and six contract counties. The plans include stakeholder contributions and priorities and identify strategic areas for pre-fire planning and fuel treatment, as defined by the people who live and work with the local fire problem. The plans are required to be updated annually.

Local

Santa Clara Fire Department Community Risk Reduction Division. Senate Bill 1082 (Health and Safety Code Chapter 6.11) established the Unified Program (a unified hazardous waste and hazardous materials management regulatory program). The Unified Program is implemented at the local level by local government agencies certified by Cal EPA, known as CUPA. CUPA agencies implement all the Unified Program elements and serve as a local contact for area businesses. The CUPA for the Project area is the Santa Clara Fire Department Community Risk Reduction Division (CRRD). As CUPA for City of Santa Clara, the CRRD administers the following California programs:

- Hazardous Waste Generator Program - This program applies to businesses and facilities that generate hazardous waste in any quantity, consolidates hazardous waste generated at a remote site, or recycles more than 100 kilograms/month of excluded or exempted recyclable materials. The Santa Clara Fire Department Hazardous Materials Division maintains records and conducts inspections of hazardous waste generators within the City of Santa Clara. Businesses that generate hazardous waste are required to submit a "Hazardous Waste Generator Permit Application" when they move into the city or begin generating hazardous waste. (A properly filled out and submitted Hazardous Waste Materials Business Plan may be used in lieu of the Hazardous Waste Generator Permit Application.)
- Onsite Hazardous Waste Treatment - The Santa Clara Fire Department Hazardous Materials Division maintains records and conducts inspections of hazardous waste generators who treat wastes on-site in a Fixed Treatment Unit under Permit by Rule, Conditional Authorization, and Conditional Exemption. The Division currently does not inspect Transportable Treatment Units, full permit facilities, or standardized permit facilities.
- Underground Storage Tank (UST) - SCCRRD implements this program to prevent discharges and releases of hazardous substances from USTs. The Santa Clara Fire Department Hazardous Materials Division maintains records of and inspects underground storage tanks. All underground storage tanks are required to meet current state regulations. Permits are required for the installation or removal of underground storage tanks.
- Aboveground Storage Tank SPCC Plan - As the Certified Unified Program Agency (CUPA) for the City of Santa Clara, the Santa Clara Fire Department Hazardous Materials Division is authorized to implement the California Aboveground Petroleum Storage Act. The Santa Clara Fire Department Hazardous Materials Division inspects facilities that store petroleum products in aboveground tanks with a total petroleum storage quantity at or above 1,320 gallons for compliance with the Aboveground Petroleum Storage Act and referenced sections of the federal Spill Prevention, Control, and Countermeasure (SPCC) rule.
- Hazardous Materials Business Plan (HMBP) - Facilities that store any hazardous material at or above the State-defined thresholds, generally 55 gallons of a liquid, 200 cubic feet of a gas, and 500 pounds of a solid, are subject to a HMBP. The CRRD oversees the preparation and submittal of the HMBP. The HMBP must be kept on site in a readily accessible area. The company must also review the HMBP at least once every two years. Copies of the inventory statement, site map, and facility information included in the HMBP must be submitted to the Santa Clara Fire Department annually.
- California Accidental Release Prevention Program - Businesses that handle more than the State threshold quantity of a regulated substance must develop a Risk Management Plan (RMP); an RMP is a detailed engineering analysis of the potential accident factors present at a business and the mitigation measures that can be implemented to reduce this accident potential. The Santa Clara Fire Department Hazardous Materials Division implements the California Accidental Release Prevention Program (CalARP) within the City of Santa Clara. The program requires an assessment of the offsite hazard potential, and the implementation of a program to minimize the risk of release. Companies which are

required to prepare a Risk Management Plan for the Environmental Protection Agency pursuant 40 Code of Federal Regulations (CFR), Part 68, are also required to submit a copy of their Risk Management Plan to the Santa Clara Fire Department Hazardous Materials Division.

Santa Clara County Department of Environmental Health Hazardous Materials Compliance Division (HMCD). The HMCD administers the Site Mitigation Program which oversees the Local Oversight Program and the Site Cleanup Program. The Local Oversight Program (LOP) oversees the cleanup of sites contaminated by petroleum from UST releases throughout Santa Clara County. The Site Cleanup Program (SCP) oversees the cleanup of properties contaminated by hazardous materials not exclusively associated with petroleum USTs. California Health & Safety Code Sections 101480 through 101490 state that a responsible party for a contaminated site may request local agency oversight of site assessment and remediation activities. In addition, the HMCD administers the Hazardous Materials Storage Ordinance (County Ordinance No. NS-517.31) and the Toxic Gas Ordinance (County Ordinance No. NS-517.44).

Santa Clara Emergency Operations Plan. In June 2016, the City of Santa Clara adopted an Emergency Operations Plan (EOP) to address the planned response of the City of Santa Clara to emergency situations associated with natural disasters and technological incidents, as well as chemical, biological, radiological, nuclear and explosive emergencies. The EOP establishes the emergency organization, assign tasks, specifies policies and general procedures, and provides for coordination of planning efforts for emergency events such as earthquake, flooding, dam failure, and hazardous materials responses.

City of Santa Clara General Plan. The purpose of the City's safety policies is to identify potential hazards and measures that can lessen risks for the City's population and property. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.5-P22.** Regulate development on sites with known or suspected contamination of soil and/or groundwater to ensure that construction workers, the public, future occupants and the environment are adequately protected.
- **Policy 5.10.5-P23.** Require appropriate clean-up and remediation of contaminated sites.
- **Policy 5.10.5-P24.** Protect City residents from the risks inherent in the transport, distribution, use and storage of hazardous materials.
- **Policy 5.10.5-P27.** Locate hazardous waste management facilities in areas designated as Heavy Industrial on the Land Use Diagram if compatible with surrounding uses and consistent with the County Hazardous Waste Management Plan.

5.9.2. Environmental Impacts and Mitigation Measures

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. The use of hazardous materials during Project construction would be minimal. Hazardous materials may include gasoline, diesel fuel, hydraulic oils, equipment coolants, and any generated wastes that may include these materials. These materials are considered hazardous because they are flammable and/or contain toxic compounds, such as volatile organic compounds and heavy metals. Wastes considered hazardous by the State of California would be transported and disposed of according to applicable federal, State, and local regulations, as described above under applicable Regulations. Fueling and routine maintenance of construction equipment and vehicles would be performed off site to the greatest extent feasible. However, minor spills or releases of hazardous materials could occur due upset or improper handling and/or storage practices during construction activities.

Therefore, implementation of mitigation measure MM HM-1 (Hazardous Substance Control and Emergency Response) would reduce potential impacts associated with hazardous material transport, use, and disposal during construction, which would ensure that Project construction would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Further, SVP would also implement its existing hazardous substance control and emergency response procedures.

Mitigation Measure for Transport, Use, or Disposal of Hazardous Materials

MM HM-1 **Hazardous Substance Control and Emergency Response.** SVP shall implement its hazardous substance control and emergency response. procedures as needed. These procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of Project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable.

No known soil contamination was identified within the Project area, however historic groundwater contamination has occurred at the site and at upgradient sites (SWRCB, 2023b though f). In the event that soils, or groundwater suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed/encountered during site grading or excavation activities or dewatering activities, the excavated soil and/or extracted groundwater shall be tested and, if contaminated above hazardous waste levels, shall be contained and either treated or disposed of at a licensed waste facility. The presence of known or suspected contaminated soil or groundwater shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations.

All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following:

- Proper disposal of potentially contaminated soils.
- Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources.
- Emergency response and reporting procedures to address hazardous material spills.
- Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division.

SVP shall complete its Emergency Action Plan Form as part of Project tailboard meetings. The purpose of the form is to gather emergency contact numbers, identify first aid locations and provide other tailboard safety information.

LESS THAN SIGNIFICANT IMPACT – OPERATION AND MAINTENANCE. Other than substances associated with motor vehicles that would be used for inspections, no hazardous materials are associated with maintenance and operation of the Project. SVP would implement existing operation and maintenance

policies to address hazardous materials use after the Project construction is complete. Impacts associated with the transport, use, and disposal of hazardous materials would be less than significant.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Accidental spills of motor vehicles fluids associated with construction vehicles could occur during construction of the proposed Project as discussed in Item (a) above. The minimal amounts of hazardous materials anticipated for use in the Project coupled with implementation of mitigation measure MM HM-1 requirements would reduce potential impacts by requiring the development and implementation of hazardous substance control and health and safety measures.

LESS THAN SIGNIFICANT IMPACT – OPERATION AND MAINTENANCE. No hazardous materials are associated with maintenance and operation of the Project. SVP would implement existing operation and maintenance policies to address hazardous materials use after the Project construction is complete.

The Project would include operation of a BESS. The BESS would be designed, constructed, operated and maintained in accordance with applicable prudent operating ~~industry best~~ practices and regulatory requirements, including fire safety standards. The BESS would comply with the current California Fire Code (CFC), which governs the code requirements to minimize the risk of fire and life safety hazards specific to battery energy storage systems used for load shedding, load sharing, and other grid services (Chapter 12 Section 1206 of the 2019 CFC). If applicable, the system would be certified to UL 9540, the standard associated with control, protection, power conversion, communication, controlling the system environment, air, fire detection and suppression system related to the functioning of the energy storage system. The batteries would be tested to UL 9540A, a test method intended to document the fire characteristics associated with thermal event or fire and would confirm that the system would self-extinguish without active fire-fighting measures. The system would be designed, such that, during a fire event, the results of the UL 9540A test would show that any internal fire is contained within the enclosure and not spread to the other parts of the facility. The results of this test are used to inform facility safety system design and emergency response plans which would be shared with first responders. The BESS would use dry agent fire suppressant-system to detect and suppress fires. If smoke or heat were detected, or if the system were manually triggered, an alarm would sound, horn strobes would flash, and the system would release suppressant, typically FM 200, NOVEC 1230 or similar agent from pressurized storage cylinders. Final safety design would follow applicable standards and would be specific to the technology chosen. Compliance with applicable regulations, guidelines, and standards would reduce the potential for fire related damage to the BESS that may release hazardous materials from damaged batteries to less than significant.

Mitigation Measure for Accidental Release of Hazardous Materials

MM HM-1 **Hazardous Substance Control and Emergency Response.** [see full text under Item (a) above]

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

NO IMPACT. The proposed Project site is not located within 0.25 miles of an existing or proposed school. Small amounts of hazardous materials will be used and may be stored during Project construction and operation; however, no acutely hazardous materials are anticipated to be used during Project construction or operation. Therefore, there would be no impact to schools related to hazardous materials use.

d. Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED -– CONSTRUCTION. The proposed Project site is not located on or adjacent to any active hazardous materials sites as identified pursuant to Government Code Section 65962.5; therefore, no significant hazard the public or the environment would be created. However, the Project would be located on the northern portion of a larger parcel on which the southern portion had a former LUST case that is now case closed. As well, several active Cleanup Program sites are located upgradient of the Project site that may have resulted in groundwater contamination at the Project site. Unknown soil or groundwater contamination could be encountered during Project grading and excavation activities.

Contaminated soil or groundwater encountered during construction and considered to be hazardous by the State of California would be handled, stored, transported and disposed of according to applicable federal, State, and local regulations, as described above under applicable Regulations. Implementation of mitigation measure MM HM-1 (Hazardous Substance Control and Emergency Response) would reduce potential impacts associated with encountering unknown hazardous soil or groundwater ensuring that Project construction would not create a significant hazard to the public or the environment through the encountering contaminated soil or groundwater at or near current and former hazardous materials sites. Further, SVP would also implement its existing hazardous substance control and emergency response procedures.

Pre-construction activities for the Project include removal of the existing building which is over 50 years old and may contain ACM or LBP on or with its building materials. Demolition of the existing building on the Project site could expose construction workers or residents in the vicinity of the Project site to harmful levels of ACMs or LBP. Compliance with appropriate federal, State, and local regulations regarding the handling, storage, removal, and disposal of ACM and LBP would reduce potential impacts. Implementation of mitigation measure HM-2 (Asbestos and Lead Based Paint Testing and Removal) would ensure that ACM and LBP are identified and properly removed/remediated prior to building demolition resulting in a less than significant impact to worker or the public related to ACM or LBP exposure.

Mitigation Measures for Unknown Contamination

MM HM-1 **Hazardous Substance Control and Emergency Response.** [see full text under Item (a) above]

MM HM-2 **Asbestos and Lead Based Paint Testing and Removal.** The Project would implement the following measures to reduce impacts due to the presence of unknown ACMs and/or LBP in the structure to be demolished:

- In conformance with State and local laws, a visual inspection/predemolition survey, and sampling and testing, shall be conducted prior to the demolition of the on-site building to determine the presence of asbestos-containing materials and/or lead-based paint, and to determine appropriate handling and disposal requirements.
- Prior to demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations (CCR) 1523.1. Employee training, employee air monitoring, and dust control shall be conducted during demolition also in accordance with this Standard. Any debris or soil containing lead-based paint or coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed.

- All potentially friable ACMs shall be removed in accordance with NESGAP guidelines prior to any building demolition or renovation that may disturb the materials. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos.
- A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above.
- Materials containing more than one percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements.

NO IMPACT – OPERATION AND MAINTENANCE. The Proposed Project will not use large quantities of hazardous materials or acutely hazardous materials and is therefore unlikely to be identified during operation on a list of active hazardous materials sites compiled pursuant to Government Code Section 65962.5; therefore, no significant hazard the public or the environment would be created.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

LESS THAN SIGNIFICANT IMPACT. The Norman Y. Mineta San Jose International Airport (Airport) is located approximately 0.5 miles east of the Project site. The Project site is: beneath a mapped flight path; located between the 65 dB and 70 dB Aircraft Noise Contours; located between the 162 fand 212 feet above Mean Sea Level FAR Part 77 Surface zone of maximum structure height; and at the northwestern edge of the designated Airport Turning Safety Zone (TSZ) and within the Traffic Pattern Zone (TPZ) for the Airport (SCCALUC, 2016). However, the Project would not include on-site staff that would be at increased hazards due aviation hazards nor would the Project structures be of greater size or height than existing industrial or commercial buildings around the site. The height of the BESS structures and tie line would not be tall enough to exceed FAR Part 77 Surface zone of maximum structure height. Therefore, there would be a less than significant impact due to aviation hazards from the Project.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Construction-related temporary short-term lane closures or disruptions may be necessary during the 16-month construction period. In June 2016, the Santa Clara City Council adopted a new comprehensive emergency response plan to replace the prior plan adopted in 2008. The plan provides a legal framework for the management of emergencies and guidance for the conduct of business in the City's Emergency Operations Center (EOC), including collaboration and coordination between different responsible agencies. The Emergency Operations Plan (EOP) establishes responsibilities and procedures for addressing potential emergencies related to disasters such as earthquakes, flooding, and dam failure; technological incidents; hazardous materials spills or releases; and incidents of domestic terrorism involving weapons of mass destruction, such as Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) devices. The EOP conforms to the requirements of the National Incident Management System (NIMS) mandated by the U.S. Department of Homeland Security. The Santa Clara EOP also builds on and coordinates with the State's Standardized Emergency Management System (SEMS) and the California State Emergency Plan.

The EOP does not identify specific emergency shelters or evacuation routes in Santa Clara, though schools are identified as preferred facilities for lodging large numbers of people, with churches, hotels, and motels

also likely to function as mass care facilities during large-scale disasters. The proposed Project would not interfere with operation of any emergency shelters and would not permanently close off or otherwise alter any existing streets, and therefore would not create any obstructions to potential evacuation routes that might be used in the event of an emergency.

During construction any temporary lane closures would be coordinated with local agencies and as specified in Transportation and Traffic Mitigation Measure T-1 (Construction Traffic Control Plan) (see Section 5.16, Traffic and Transportation). Additionally, any temporary road closures would follow applicable regulations and would not impede emergency response. Adherence to the City's EOP, coupled with implementation of mitigation measure MM T-1 during construction would ensure that the Project would not impair the implementation of or physically interfere with an adopted emergency response or evacuation plan; therefore, the impact that would occur related to emergency response during construction would be less than significant.

Mitigation Measure for Interference with an Adopted Emergency Response Plan or Emergency Evacuation Plan

MM T-1 **Construction Traffic Control Plan** [See Section 5.17.2 (Transportation) for complete text of the mitigation measure.]

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

NO IMPACT - CONSTRUCTION. The proposed Project is in an urban setting with no risk of wildland fire owing to the lack of extensive vegetation in the area. The Project site and surrounding areas are located in an LRA area and are not in mapped VHFHSZ as designated on CAL FIRE wildland fire hazard maps (OSFM, 2022). To reduce the potential of construction triggered fires, fire protection during construction would include minimizing flammable materials in the BESS yard, such as vegetation and fire extinguishers and other portable fire-fighting equipment would be available onsite. Locations of portable fire extinguishers would include, but not be limited to hot work areas, flammable storage areas, and mobile equipment such as work trucks and other construction vehicles. Fire-fighting equipment would be marked conspicuously and be accessible. Portable equipment would be routinely inspected, as required by local and federal laws, ordinances, regulations, and standards, and replaced immediately if defective or needing charge. Therefore, the Project construction would have no direct or indirect impacts related to exposure of people or workers to wildland fires (see also Section 5.20, Wildfire).

LESS THAN SIGNIFICANT IMPACT – OPERATION AND MAINTENANCE. Operation and maintenance activities would be incorporated into SVP's and Ameresco's existing O&M schedule for the existing substations and associated facilities. As with current operation and maintenance, SVP and Ameresco would comply with all current federal and State laws related to vegetation clearance and fire prevention. Additionally, fire prevention for the BESS will comply with federal and State laws, including the CFC. Thermal runway or other system failures could lead to fire or explosion of the BESS. In order to minimize hazards related to fire and explosion, the BESS would be equipped with a dry agent fire suppression system, and if smoke or heat were to be detected, or if the system were manually triggered, an alarm would sound, horn strobes would flash, and the system would release suppressant, typically FM-200, NOVEC 1230 or a similar clean agent from pressurized storage cylinders. The local Fire Department would be notified. The battery enclosure and the site installation design are all required to be approved by the State Fire Marshal. Therefore, the Project construction would have a less than significant direct or indirect impacts related to exposure of people or workers to wildland fires (see also Section 5.20, Wildfire).

5.10. Hydrology and Water Quality

HYDROLOGY AND WATER QUALITY Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
(iv) impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.10.1. Setting

5.10.1.1. Surface Waters and Drainage

Surface water drainage in the City of Santa Clara is primarily to the Guadalupe River (east of the Project site); San Tomas Aquino Creek, also sometimes mapped as the southern extension of Saratoga Creek; (west of the Project site); Saratoga Creek (southwest of the Project site), and Calabazas Creek (west of the Project site) (City of Santa Clara, 2010). The Project site is located approximately equidistantly between San Thomas Aquino Creek to the west and Guadalupe River to the east. The Project site drains to the San Thomas Aquinas Creek within the San Jose International Airport-Frontal San Francisco Bay Estuaries Watershed. Saratoga Creek (and San Tomas Aquino Creek) is listed as an impaired water body by the State Water Resource Control Board (SWRCB) 303 (d) list for diazinon (a pesticide) and trash; the diazinon TMDL listing is from 2007 and is being addressed by the USEPA approved San Francisco Bay Urban Creeks Diazinon TMDL and the trash is being addressed by implementing the trash control provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (SWRCB, 2023).

All of the streams and rivers crossing the City of Santa Clara originate in the Santa Cruz Mountains, which are largely undeveloped. These streams drain northward across Santa Clara Valley to discharge into San Francisco Bay. Within the City of Santa Clara, these regionally important streams have been substantially channelized and modified to reduce flood hazards. The City of Santa Clara has a storm drainage system that consists of curb inlets that collect and channel surface water, such as rainwater, into a series of storm sewers beneath City's roadways. The stormwater is transported through the underground pipe to the 4 streams within the City. These streams then directly flow into the San Francisco Bay (City of Santa Clara, 2010).

5.10.1.2. Groundwater Resources

The Santa Clara Valley is primarily underlain by the Santa Clara Valley groundwater basin, which is divided into three subbasins: the San Mateo Plain, the Niles Cone, and the Santa Clara subbasins (DWR, 2022). The proposed Project site, in the north-central section of the City of Santa Clara, is within the Santa Clara Subbasin (DWR, 2023). The Santa Clara Subbasin is approximately 240 square miles, covering the middle and southern end of the Santa Clara Basin. The water bearing formations of the Santa Clara subbasin include Plio-Pleistocene age Santa Clara Formation of and Pleistocene to Holocene younger alluvium (DWR, 2003). Water production well depths in the Santa Clara Valley average about 278 feet below the ground surface and yield an average of 425 gallons per minute (City of Santa Clara, 2010).

In contrast to other areas adjacent to San Francisco Bay, where saltwater intrusion has been an issue, total dissolved solids in the groundwater have not been a concern for the City of Santa Clara. Nitrates have also not been a problem and are below one-half of allowable levels in water extracted from the City's wells. However, manganese, a naturally occurring metal in groundwater, has been detected at one well, resulting in the City installing a manganese removal system for that well before putting it into production (City of Santa Clara, 2010). Water quality in the major producing aquifers in the subbasin is generally sodium and calcium bicarbonate and, although hard, is of good to excellent quality and suitable for most uses (DWR, 2003).

5.10.1.3. Flood Hazard Areas

On Federal Emergency Management Agency (FEMA) flood maps (FEMA, ~~2009~~2023), the Project site is primarily mapped as Zone X - Area with Reduced Flood Risk due to Levee, however there is a small area mapped as Special Flood Hazard Zone AH subject to the 1% annual flood (i.e., the 100-year flood) running approximately along Raymond Street and the east end of Space Park Dr adjacent to the Project site and potentially lapping over onto the west edge of the Project site. The substation site is outside of this zone. Special Flood Hazard Zone AH has base flood elevations determined and estimated flood depth of 1 to 3 feet (usually areas of ponding) (FEMA, 2023). At the site, the area designated Special Flood Hazard Zone AH has a base flood elevation of 32 feet, per ~~the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) 06085C0064H, effective May 18, 2009~~the local FEMA flood map (FEMA, ~~2009~~2023).

According to the City of Santa Clara General Plan from 2010, Figure 5.10-2, the proposed Project site is within the Lexington Dam inundation areas and is immediately adjacent to a small Special Flood Hazard Area, as identified above as Zone AH, however the Project site is not vulnerable to sea level rise.

5.10.1.4. Water Supply

Potable water for the City of Santa Clara comes from a combination of sources: City of San Francisco's Hetch Hetchy aqueduct system, Santa Clara Valley Water District, and groundwater from City-owned wells. Groundwater comprises almost 70 percent of the City's water supply. Recycled wastewater is also

used in the City for certain landscape irrigation, industrial, and construction purposes (City of Santa Clara, 2010).

5.10.1.5. Regulatory Background

Federal

Clean Water Act. The Clean Water Act (CWA; 33 U.S.C. Section 1251 et seq.), formerly the Federal Water Pollution Control Act of 1972, was enacted with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the United States. The CWA requires states to set standards to protect, maintain, and restore water quality through the regulation of point source and certain non-point source discharges to surface water. Those discharges are regulated by the National Pollutant Discharge Elimination System (NPDES) permit process (CWA Section 402). NPDES permitting authority is delegated to, and administered by, California's nine Regional Water Quality Control Boards (RWQCB). In addition, the State Water Resources Control Board (SWRCB) regulates the NPDES stormwater program. The proposed Project is under the jurisdiction of the San Francisco Bay Regional Water Quality Control Board (Region 2) and the SWRCB.

Projects that disturb one or more acres are required to obtain NPDES coverage under the California General Permit for Discharges of Storm Water Associated with Construction Activity. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP describes Best Management Practices (BMPs) the discharger will use to protect stormwater runoff. The SWPPP must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs.

Section 401 of the CWA requires that any activity, including river or stream crossing during road, pipeline, or transmission line construction, which may result in discharges into a State waterbody, must be certified by the RWQCB through the issuance of a Waste Discharge Requirement. This certification ensures that the proposed activity does not violate State or federal water quality standards. The limits of nontidal waters extend to the Ordinary High Water Mark (OHWM), defined as the line on the shore established by the fluctuation of water and indicated by physical characteristics, such as natural line impressed on the bank, changes in the character of the soil, and presence of debris.

Section 404 of the CWA requires a permit for construction activities involving placement of any kind of fill material into waters of the U.S. or wetlands. The U.S. Army Corps of Engineers (USACE) may issue either individual, site-specific permits or general, nationwide permits for discharge into U.S. waters. A Water Quality Certification pursuant to Section 401 of the CWA is required for Section 404 permit actions. If applicable, construction would also require a request for Water Quality Certification (or waiver thereof) from the Central Valley RWQCB and/or the Lahontan RWQCB.

Section 303(d) of the CWA (CWA, 33 USC 1250, et seq., at 1313(d)) requires states to identify impaired waterbodies as those which do not meet water quality standards. States are required to compile this information in a list and submit the list to the USEPA for review and approval. This list is known as the Section 303(d) list of impaired waters. As part of this listing process, states are required to prioritize waters and watersheds for future development of Total Maximum Daily Load (TMDL) requirements. A TMDL is the maximum amount of a pollutant that a particular waterbody can receive while still meeting water quality standards, or an allocation of that water pollutant deemed acceptable to receiving waters. The SWRCB and RWQCBs have ongoing efforts to monitor and assess water quality, to prepare the Section 303(d) list, and to develop TMDL requirements.

State

Porter-Cologne Water Quality Control Act. The Porter Cologne Water Quality Control Act of 1967, Water Code Section 13000 et seq., requires the SWRCB and the nine RWQCBs to adopt water quality criteria to protect State waters. These criteria include the identification of beneficial uses, narrative and numerical water quality standards, and implementation procedures. The criteria for the Project area are contained in the Water Quality Control Plan (also referred to as a Basin Plan) for the San Francisco RWQCB. Constraints in the water quality control plans relative to the proposed Project relate primarily to the avoidance of altering the sediment discharge rate of surface waters, and the avoidance of introducing toxic pollutants to the water resource. A primary focus of water quality control plans is to protect designated beneficial uses of waters. In addition, anyone proposing to discharge waste that could affect the quality of the waters of the state must make a report of the waste discharge to the Regional Water Board or State Water Board as appropriate, in compliance with Porter-Cologne.

California Water Code Section 13260. California Water Code Section 13260 requires that any person discharging waste, or proposing to discharge waste, within any region that could affect the quality of the waters of the State, other than into a community sewer system, must submit a report of waste discharge to the applicable RWQCB. Any actions related to the proposed Project that would be applicable to Section 13260 would be reported to the San Francisco RWQCB, as applicable.

Local

Water Policies. The purpose of the City's water policies is off-set increased demand associated with the implementation of the City General Plan. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.4-P1.** Promote water conservation through development standards, building requirements, landscape design guidelines, education, compliance with the State Water Conservation Landscaping Ordinance, incentives, and other applicable City-wide policies and programs**.**
- **Policy 5.10.4-P4.** Require an adequate water supply and water quality for all new development.
- **Policy 5.10.4-P5.** Prohibit new development that would reduce water quality below acceptable State and local standards.
- **Policy 5.10.4-P10.** Work with Santa Clara Valley Water District to minimize undesirable compaction of aquifers and subsidence of soils.

Safety Policies. The purpose of the City's safety policies is to identify potential hazards and measures that can lessen risks for the City's population and property. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.5-P11.** Require that new development meet stormwater and water management requirements in conformance with State and regional regulations.
- **Policy 5.10.5-P13.** Require that development complies with the Flood Damage Protection Code.
- **Policy 5.10.5-P14.** Coordinate with the Federal Emergency Management Agency to ensure appropriate designation and mapping of floodplains.
- **Policy 5.10.5-P16.** Require new development to implement erosion and sedimentation control measures to maintain an operational drainage system, preserve drainage capacity and protect water quality.
- **Policy 5.10.5-P21.** Require that storm drain infrastructure is adequate to serve all new development and is in place prior to occupancy.

- **Policy 5.10.5-P22.** Regulate development on sites with known or suspected contamination of soil and/or groundwater to ensure that construction workers, the public, future occupants and the environment are adequately protected.

5.10.2. Environmental Impacts and Mitigation Measures

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Disturbance of soil during construction could result in soil erosion and lowered water quality through increased turbidity and sediment transport into the storm drain system. There are no watercourses or other water bodies within or adjacent to the Project site. Drainage from the site is directed to the municipal storm drain system which likely flows to San Thomas Aquinas Creek and then eventually flows into San Francisco Bay. The City of Santa Clara participates in the regional program for the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). Santa Clara is committed to improving water quality in the Bay and streams reducing urban runoff pollution through the implementation of the City's Urban Runoff Management Plan (URMP). The City's URMP, along with other local Urban Runoff Management Plans, collectively constitute the regional plan that conforms to the federal requirements of the National Pollution Discharge Elimination System (City of Santa Clara, 2010).

During construction, there is also the potential for violations of water quality standards or waste discharge requirements to occur as a result of accidental leaks, spills, or releases of hazardous or potentially hazardous materials. There also is a potential for violations if existing contamination is encountered during construction.

The Project site is approximately 1.2 acres. It is assumed that most of the site would be disturbed during construction, triggering the need for a SWPPP. Implementation of mitigation measure MM HYD-1 would ensure that erosion control best management practices (BMPs) would be in place to reduce potential water quality impacts to a less than significant level whether or not a SWPPP is triggered by State law. In addition to mitigation measure MM HYD-1, complying with applicable water quality standards, including obtaining and adhering to any required water quality permits, would offer sufficient protection to avoid significant adverse impacts to water quality from erosion and sedimentation. Applicable water quality standards and regulations are described above, in Section 5.10.1.

In the event of an accidental spill, adherence to regulatory standards and regulations, as well as implementation of mitigation measure MM HM-1 (Hazardous Substance Control and Emergency Response) (see Section 5.9), would collectively ensure that a suite of BMPs would be applied to minimize the potential for an accidental release of hazardous materials to occur, to quickly and effectively address any such leak, and to quickly and effectively respond to any existing contamination produced or encountered during construction. The intent of regulatory standards is to prevent degradation of water quality to the point where beneficial uses would be impaired. Therefore, potential impacts to water quality standards or waste discharge requirements or other substantial degradation of surface or groundwater quality during construction would be less than significant with implementation of mitigation measures HYD-1 and HM-1 and compliance with regulatory standards. With these compliances, no violations would result from operation of the proposed Project.

Mitigation Measures for Water Quality

MM HYD-1 **SWPPP or Erosion Control Plan Development and Implementation.** Following Project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality.

Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge.

The Project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils.

Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB.

A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.

MM HM-1 **Hazardous Substance Control and Emergency Response** (see full text in Section 5.9, Hazards and Hazardous Materials)

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

LESS THAN SIGNIFICANT. Groundwater supplies could be adversely affected through direct consumption of groundwater resources or indirect depletion of groundwater supplies such as through conducting dewatering activities where the water is not returned to the subsurface. In the case of the proposed Project there would be minimal demand for water. Water would be supplied from existing hydrants and/or trucked to the site. During BESS operation, little water would be required. A water truck or hose will be used on-site to support dust suppression during ground disturbing work and to supply water to construction activities. This would not result in a significant demand for water resources from the City of Santa Clara, where groundwater makes up 70 percent of the City's water supply. The existing supply is adequate for use during the 16-month duration of construction activities. Due to very shallow groundwater levels, dewatering may be necessary if groundwater is encountered. However, given the depth to the groundwater table, water encountered during Project excavation would be shallow and local and dewatering would be for a limited temporary period of time. The small amount of dewatering would therefore not result in a substantial decrease of the groundwater supply or interfere substantially with groundwater recharge or sustainable groundwater management. The site is currently mostly impervious due to the presence of a building and significant paving. The proposed Project would also include mostly impervious or semipervious surfaces. The Project would have minimal effect on groundwater recharge. Overall, any impacts to groundwater would be less than significant.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. result in substantial erosion or siltation on- or off-site;

LESS THAN SIGNIFICANT. The proposed Project has no potential to alter the course of a stream or river, nor to substantially alter the existing drainage pattern of the site or area. The site has been previously graded and paved, with some planting areas with exposed soil. The Project would regrade the site and pave it. This would result in slightly more impervious ground cover compared to existing conditions. There would be only a slight change compared to the impervious area of the site currently and of the surrounding building roofs, streets, sidewalks, and parking lots. The proposed Project would therefore have a less than significant impact on drainage patterns or runoff generation and would not create on- or off-site erosion or siltation.

ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

LESS THAN SIGNIFICANT. As described under Item (c)(i) above, the Project site is covered primarily with impervious surfaces except for a few planting beds with trees and exposed soil. The Project would pave the site. This would have a less than significant impact on drainage patterns or runoff generation. The site would drain to the existing stormwater drainage system, similar to existing practice. Impacts on flooding would therefore be less than significant.

iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

LESS THAN SIGNIFICANT. As discussed above, the Project will not substantially increase the rate or amount of runoff. Existing or planned stormwater drainage systems would therefore not be adversely affected. Except as described under Item (a) above, the Project has no features that would generate substantial polluted runoff. This impact would be less than significant.

iv. impede or redirect flood flows?

LESS THAN SIGNIFICANT. The western edge of the Project is adjacent to and just barely within a FEMA-designated Special Flood Hazard Area (Zone AH, a 100-yer flood zone with estimated flood depth of 1 to 3 feet and a base flood elevation of 32 feet). Construction of a wall along the north and west side of the Project site would be primarily within Zone X - Area with Reduced Flood Risk due to Levee and would not pose a substantial obstruction to flood flows such that flood flows would be impeded or redirected in any substantial way; therefore, the impact would be less than significant.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

LESS THAN SIGNIFICANT. The proposed Project site is not subject to the effects of a tsunami and is not near a waterbody that would create seiche effects. The site is located within an area of reduced flooding due to levee (Zone X) and adjacent to a 100-year flood zone with estimate depth of flooding of 1 to 3 feet and a base flood elevation of 32 feet. The BESS system components would all be located within the mapped Zone X area of reduced flooding due to levee and, therefore, would not pose a risk of pollutant release due to inundation. This impact is less than significant.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable ground-water management plan?

LESS THAN SIGNIFICANT. As described in Item (a) above, the Project effect on water quality would be less than significant with mitigation. Although the nearby San Tomas Aquinio/Saratoga Creek is listed as an

impaired water body, there are no features of the Project that would adversely impact the diazinon or trash load of the creek. There are no features of the Project that would otherwise generate water quality impairments, nor are there any components of the Project construction or use that could otherwise conflict with the implementation of a water quality control plan. The Project would have minimal water use, mainly during construction, which would be obtained from local water purveyors. There are no features of the Project that would otherwise have any effect on groundwater management. Therefore, this impact is less than significant.

5.11. Land Use and Planning

LAND USE PLANNING Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☒	☐
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.11.1. Setting

The proposed Project would be located in a developed area in the central east part of the City of Santa Clara. The proposed Project area and parcels to the north, west, and south are zoned as ML – Light Industrial, and the parcel to the east of the Project area is zoned as Public/Quasi Public. (City of Santa Clara 2014, Figure 5.2-2). The land use in the area is primarily a mix of light industrial and low intensity office/R&D, which includes data centers.

The Light Industrial classification is intended to accommodate a range of light industrial uses, including general service, warehousing, storage, distribution, and manufacturing. It includes flexible space, such as buildings that allow combinations of single and multiple users, warehouses, mini-storage, wholesale, bulk retail, gas stations, data centers, indoor auto-related uses and other uses that require large, warehouse-style buildings. Because uses in this designation may be noxious or include hazardous materials, places of assembly, such as religious institutions and schools, and uses catering to sensitive receptors, such as children and the elderly, as well as entertainment uses such as clubs, theaters, and sports venues south of U.S. Highway 101, are prohibited.

Low Intensity Office/R&D designations are intended for campus-like office development that includes office and R&D, as well as free standing data centers. It includes landscaped areas for employee activities and parking that may be surface, structured or below-grade. Accessory, or secondary, small scale supporting retail uses that serve local employees and visitors are also permitted.

Public or Quasi Public designations allow a variety of public and quasi-public uses, including government offices, fire and police facilities, transit stations, commercial adult care and childcare centers, religious institutions, schools, cemeteries, hospitals and convalescent care facilities, places of assembly, and other facilities that have a unique public character as their primary use. (City of Santa Clara, 2014)

5.11.1.1. Regulatory Background

This section includes a description of the land use and planning regulatory framework. No federal or State regulations or policies related to land use and planning are applicable to the Project.

Local

City of Santa Clara General Plan. The City's land use policies consider the effects of development to public facilities and infrastructure. The following policies in the General Plan are generally related to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.3.1-P10.** Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replace-

ment for trees removed as part of the proposal to help increase the urban forest and minimize the heat island effect.

- **Policy 5.3.1-P11.** Allow new public/quasi-public uses under any General Plan Land Use classification, provided that the use is compatible with planned uses on neighboring properties, consistent with other applicable General Plan policies, and has primary access from a Collector or larger roadway. Such uses not associated with government operations are prohibited in areas designated as Light Industrial or Heavy Industrial, and in areas designated High or Low Intensity Office/Research and Development outside the Exception Area.
- **Policy 5.3.1-P15.** Require new developments and major public infrastructure projects to include adequate rights-of-way to accommodate all modes of transportation.
- **Policy 5.3.1-P17.** Promote economic vitality by maintaining the City's level of service for public facilities and infrastructure, including affordable utilities and high-quality telecommunications.
- **Policy 5.3.1-P28.** Encourage undergrounding of new utility lines and utility equipment throughout the City.

5.11.2. Environmental Impacts and Mitigation Measures

a. Would the project physically divide an established community?

LESS THAN SIGNIFICANT. The Project would be within an existing SVP property. The site is located off a lightly travelled surface street. The closest residential community to the Project is approximately 0.5 miles to the northeast. The Project would not physically divide an established community. Impacts would be less than significant, and no mitigation is required.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

NO IMPACT. The proposed Project would be consistent with the policies of the City of Santa Clara General Plan, as listed above in Section 5.11.1, Setting. As discussed in Sections 5.1, Aesthetics, and 5.13, Noise, the Project would have less than significant visual and noise impacts. SVP shall obtain all applicable ministerial permits prior to commencing Project activities. The existing building on the site would be demolished prior to construction, after Ameresco obtains a Demolition Permit from the City of Santa Clara. The removal of the existing vegetation would be undertaken in consultation with the City Arborist. The proposed Project does not cause an environmental impact due to a conflict with any applicable land use plans, policy, or regulation.

5.12. Mineral Resources

MINERAL RESOURCES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.12.1. Setting

Mineral resources of significance found and extracted in Santa Clara County include construction aggregate deposits and salts derived from evaporation ponds at the edge of San Francisco Bay (City of Santa Clara, 2014). A review of U.S. Geological Survey (USGS) data indicate that the proposed Project would not be in a classified mineral resource zone (MRZ) and there are no known important mineral resources or active mining operations in the immediate vicinity of the proposed Project (DOC, 2023a; USGS, 2023).

5.12.1.1. Regulatory Background

This section includes a description of the regulatory framework for mineral resources. There are no federal or local regulations associated with mineral resources that are relevant to the proposed Project.

State

California Surface Mining and Reclamation Act of 1975 (SMARA). SMARA requires that the State Geologist classify land into Mineral Resource Zones (MRZs) according to the known or inferred mineral potential of the land. The California Department of Conservation's Office of Mine Reclamation (OMR) and the State Mining and Geology Board (SMGB) are jointly charged with administration of the Act's requirements. The OMR provides technical assistance to lead agencies and operators, maintains a statewide database of mine locations and operational information, and is responsible for matters involving SMARA compliance. The SMGB promulgates regulations to clarify and interpret SMARA requirements in addition to serving as a policy and appeals board (DOC, 2023b). The SMGB has the authority to further regulate the authority of the local agencies if it finds that the agencies are not in compliance with the provisions of SMARA.

Mineral resources have been mapped using the California Mineral Land Classification System, which include the following four MRZs:

- **MRZ-1**: Areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence;
- **MRZ-2**: Areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence;
- **MRZ-3**: Areas containing mineral deposits, the significance of which cannot be evaluated; and
- **MRZ-4**: Areas where available information is inadequate for assignment to any other zone.

5.12.2. Environmental Impacts and Mitigation Measures

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

NO IMPACT. The proposed Project and the surrounding vicinity are not located within a classified Mineral Resource Zone and there are no known important mineral resources that would be impacted by the Project. Therefore, the Project would not result in the loss of availability of a known mineral resource of value to the region or State.

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

NO IMPACT. As stated above, there are no designated Mineral Resource Zones in the proposed Project vicinity and there are no known important mineral resources that would be impacted by the Project. Therefore, the Project would have no impact on any locally important mineral resource recovery sites.

5.13. Noise

NOISE Would the project result in:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or ground-borne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.13.1. Setting

5.13.1.1. Existing Conditions

Community Noise. To describe environmental noise and to assess Project impacts on areas that are sensitive to community noise, a measurement scale that simulates human perception is used. The A-weighted scale of frequency sensitivity accounts for the sensitivity of the human ear, which is less sensitive to low frequencies, and correlates well with human perceptions of the annoying aspects of noise. The A-weighted decibel scale (dBA) is cited in most noise criteria. Decibels are logarithmic units that can be used to conveniently compare wide ranges of sound intensities.

Community noise levels can be highly variable from day to day as well as between day and night. For simplicity, sound levels are usually best represented by an equivalent level over a given time period (Leq) or by an average level occurring over a 24-hour day-night period (Ldn). The Leq, or equivalent sound level, is a single value (in dBA) for any desired duration, which includes all of the time-varying sound energy in the measurement period, usually one hour. The L50, is the median noise level that is exceeded fifty per cent of the time during any measuring interval. The Ldn, or day-night average sound level, is equal to the 24-hour A-weighted equivalent sound level with a 10-decibel penalty applied to nighttime sounds occurring between 10:00 p.m. and 7:00 a.m. Community Noise Equivalent Level (CNEL) is another metric that is the average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five decibels to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and after addition of 10 decibels to sound levels in the night from 10:00 p.m. to 7:00 a.m. To easily estimate the day-night level caused by any noise source emitting steadily and continuously over 24-hours, the Ldn is 6.4 dBA higher than the source's Leq. For example, if the expected continuous noise level from equipment is 50.0 dBA Leq for every hour, the day-night noise level would be 56.4 dBA Ldn.

Community noise levels are usually closely related to the intensity of human activity. Noise levels are generally considered low when below 45 dBA, moderate in the 45 to 60 dBA range, and high above 60 dBA. In wilderness areas, the Ldn noise levels can be below 35 dBA. In small towns or wooded and lightly used residential areas, the Ldn is more likely to be around 50 or 60 dBA. Levels around 75 dBA are more common in busy urban areas, and levels up to 85 dBA occur near major freeways and airports. Although people often accept the higher levels associated with very noisy urban residential and residential-commercial zones, they nevertheless are considered to be adverse to public health.

Surrounding land uses dictate what noise levels would be considered acceptable or unacceptable. Lower levels are expected in rural or suburban areas than what would be expected for commercial or industrial zones. Nighttime ambient levels in urban environments are about seven decibels lower than the corresponding daytime levels. In rural areas away from roads and other human activity, the day-to-night difference can be considerably less. Areas with full-time human occupation and residency are often considered incompatible with substantial nighttime noise because of the likelihood of disrupting sleep. Noise levels above 45 dBA at night can result in the onset of sleep interference. At 70 dBA, sleep interference effects become considerable (U.S. EPA, 1974).

Noise Environment in the Project Area. The Project area includes land uses that are primarily commercial and industrial. The major arteries, such as Central Expressway and U.S. 101 near the Project site, cause traffic noise levels that exceed 75 dBA CNEL along the edges of the roads, and noise levels that exceed 70 dBA CNEL at the Project site (City of Santa Clara, 2014; General Plan Figure 5.10-4). The Project site is also within the 65 dB CNEL airport noise contour (City of Santa Clara, 2014; General Plan Figure 5.10-5).

Noise Sensitive Areas. The area immediately around the Project includes heavy industrial, light industrial, and low intensity office/R&D designated areas. The closest residential community to the Project is approximately 0.55 miles to the northeast. This community is designated as a very low-density residential area. There is another residential community located approximately 0.9 miles to the west, which is designated as a high-density residential area. There are no residences, churches, or schools within 0.5 miles of the Project site. Project-related work areas would not be within 100 feet of land uses containing sensitive receptors, since there are no sensitive receptors within 100 feet.

5.13.1.2. Regulatory Background

Regulating environmental noise is generally the responsibility of local governments. The U.S. EPA once published guidelines on recommended maximum noise levels to protect public health and welfare (U.S. EPA, 1974), and the State of California maintains recommendations for local jurisdictions in the General Plan Guidelines published by the Governor's Office of Planning and Research (OPR, 2017). The following summarizes the local requirements.

The City of Santa Clara City Code. The City Code generally prohibits "loud and unreasonable noise" as a nuisance if it may disturb the peace "between the hours of 10:00 p.m. and 7:00 a.m." including specifically noise that is "made within two hundred fifty (250) feet of any building or place regularly used for sleeping purposes" (Section 9.05.010). However, Section 9.10.070(d) of the City Code exempts operation of City-owned electric utility system facilities, including substation equipment, from the Noise Ordinance.

The City's Noise Ordinance (Chapter 9.10) includes exterior noise limits that must not be exceeded at receiving land uses, for noise generated by any fixed source of noise. Construction activities that occur during allowed hours and noise from city-owned electric facilities are exempt from the noise and vibration standards of the Noise Ordinance (Section 9.10.070).

City of Santa Clara General Plan. The Environmental Quality chapter of the General Plan (City of Santa Clara, 2014) includes policies to encourage land uses that are compatible with areas of higher noise levels and to protect noise sensitive land uses in areas where existing ambient noise levels are high, as follows:

- **Policy 5.10.6-P1.** Review all land use and development proposals for consistency with the General Plan compatibility standards and acceptable noise exposure levels defined on Table 5.10-1.
- **Policy 5.10.6-P2.** Incorporate noise attenuation measures for all projects that have noise exposure levels greater than General Plan "normally acceptable" levels, as defined on Table 5.10-1.
- **Policy 5.10.6-P3.** New development should include noise control techniques to reduce noise to acceptable levels, including site layout (setbacks, separation and shielding), building treatments (mechanical

ventilation system, sound-rated windows, solid core doors and baffling) and structural measures (earthen berms and sound walls).

- **Policy 5.10.6-P4.** Encourage the control of noise at the source through site design, building design, landscaping, hours of operation and other techniques.
- **Policy 5.10.6-P5.** Require noise-generating uses near residential neighborhoods to include solid walls and heavy landscaping along common property lines, and to place compressors and mechanical equipment in sound-proof enclosures.
- **Policy 5.10.6-P6.** Discourage noise sensitive uses, such as residences, hospitals, schools, libraries and rest homes, from areas with high noise levels, and discourage high noise generating uses from areas adjacent to sensitive uses.

5.13.2. Environmental Impacts and Mitigation Measures

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

LESS THAN SIGNIFICANT – CONSTRUCTION. The proposed Project would require a 16-month duration of construction activities that include mobilizing construction equipment, crews, and materials, grading, excavating holes for poles, installing concrete foundations, paving, and installing poles and equipment. The construction activities would require use of vehicles and heavy-duty equipment capable of generating noise within and around the Project site and along the roads used to access the site. Along with on-highway vehicles including trucks, the following types of construction equipment could be used at the site: auger, backhoe or loader, crane, compactor, small welder, pump and generator. Outside of the site, traffic noise would be caused by vehicles transporting equipment and materials to the site, trucks removing demolition and construction-related debris, and workers commuting to and from the work site.

For the Project site, which is zoned as ML-Light Industrial, construction noise would be allowed at any time (Chapter 9.10.040).

Construction would temporarily increase the noise levels near the Project site. Construction would be similar to other construction in an urban environment and, to the extent feasible, would occur between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and 9:00 a.m. and 6:00 p.m. on Saturdays. Limited work, such as tying in new lines, may be required at night to avoid disrupting daytime electric service. The land uses surrounding the site are primarily commercial and industrial. There are no residences within 0.5 miles of the Project site.

Table 5.13-1 summarizes the typical noise levels for individual pieces of construction equipment.

Table 5.13-1. Typical Noise Levels for Individual Construction Equipment

Equipment	Typical Lmax (dBA, at 50 ft)	Typical Leq (dBA, at 50 ft)
Auger, drill rig	84	77
Backhoe	78	74
Crane	81	73
Compactor	83	76
Excavator	81	77
Generator	81	78
Pump	81	78

Table 5.13-1. Typical Noise Levels for Individual Construction Equipment

Equipment	Typical Lmax (dBA, at 50 ft)	Typical Leq (dBA, at 50 ft)
Dump truck, haul truck, concrete mixer truck	76-79	73-76
Pickup truck, crew truck	75	62-71

Source: FHWA, 2006.
Lmax: Maximum noise level from Actual Measured in Roadway Construction Noise Model.
Leq: Equivalent noise level for one hour incorporating the Acoustical Usage Factor.

Construction activities would create both intermittent and continuous noises during the workday. Intermittent noise would be caused by periodic, short-term equipment operation. For example, the auger or excavator would be used cyclically during the limited phases of creating foundations or below grade trenching. Continuous noise would emanate from equipment operation over longer periods, such as steady use of a pump or generator.

Typical equipment noise levels and equipment usage factors are published in the federal Roadway Construction Noise Model, User's Guide (FHWA, 2006). For a collected group of equipment at the construction site, the maximum intermittent noise levels would typically range from 84 to 90 dBA at 50 feet. These would be the highest levels expected, and these could occur during installation of foundations or the below grade excavation. At 50 feet, continuous noise levels could range up to about 83 dBA. Because sound fades over distance, these levels would diminish over additional distance and could be reduced further by intervening structures. At 100 feet from the equipment, continuous noise levels could range up to 77 dBA and at 200 feet, up to 71 dBA.

Construction would also cause noise away from work areas, primarily from commuting workers and from trucks needed to bring materials to the site. Haul trucks would make trips to bring materials to the construction site and remove excavated soil and waste. The noise levels associated with passing trucks and commuting worker vehicles would be approximately 71 to 76 dBA at 50 feet, and vehicular noise would be concentrated at the Raymond Street entrance to the substation.

Construction noise would affect the locations closest to the Project site and work areas and along the routes used by haul trucks and other construction traffic. The surrounding land uses would experience a temporary increase in noise above the conditions that exist without the Project. However, the intermittent and variable nature of construction noise limits the potential for adverse effects such as annoyance to be experienced by off-site receptors, and sleep interference would not be a concern because activities would occur during daylight hours and there are no residences within 0.5 miles. Incremental noise from construction vehicles and traffic noise would not represent a substantial increase in the context of the Project's surrounding land uses and the existing noise levels.

Ameresco would take routine precautions to avoid creating unnecessary noise. Construction traffic and material delivery would not need to be routed near residential areas, due to the distance of the site from the nearest sensitive receptors. The construction noise levels would be compatible with the setting of existing land uses and ambient noise levels and would pose no conflict with City of Santa Clara policies regarding compatibility of land uses with noise levels. Project construction noise during daytime hours would be exempt from the standards established in City Noise Ordinance. The construction noise impact under this criterion would be less than significant.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Upon completing construction, the occasional nature of maintenance noise due to implementation of the proposed Project would not result noise levels in excess of standards established in the local general plan or noise ordinance. The proposed Project would construct and operate a BESS facility and 60 kV interconnection line. There are no existing noise sources

onsite. Components of the Project that could create noise include HVAC units and power transformers. Additionally, a ten-foot high CMU wall is proposed around part of the Project, which is consistent with the City's General Plan policies for noise generating land uses (Policy 5.10.6-P4 and Policy 5.10.6-P5). The Project would be over 0.5 miles from the nearest residential community and sensitive receptor. Therefore, this impact would be less than significant.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels generation of excessive groundborne vibration or groundborne noise levels?

LESS THAN SIGNIFICANT. Groundborne vibration levels from construction equipment and activities might be perceptible to receptors in the immediate vicinity of the work area. The activity that would be most likely to cause groundborne vibration would be the passing of heavy trucks on uneven surfaces. The impact from construction-related groundborne vibration would be short-term and confined to only the immediate area around activities (within about 25 feet). There are no residents within 25 feet of the Project. No homes would be exposed to excessive vibration, and the impact during construction would be less than significant.

Equipment associated with operation and maintenance of the proposed Project would not produce any groundborne noise or vibration; therefore, operation and maintenance of the Project would result in no impact under this criterion.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

NO IMPACT. The proposed Project would be located approximately 0.5 miles west of the San Jose International Airport and 5.26 miles southeast of Moffett Field. The Project site is within the 65 dB CNEL airport noise contour for the San Jose Airport (City of Santa Clara, 2014; General Plan Figure 5.10-5). However, the proposed Project would be unstaffed, and the Project would not expose people to noise from the airports. The Project would be within 2 miles of the San Jose International Airport and is within the Airport Influence Area, as defined in the Airport Land Use Plan (County of Santa Clara 2016). The airport land use plan states that all areas within the Airport Influence Area are susceptible to aircraft overflights, but this is primarily relevant to residential land uses. However, since the Project would be unmanned and is not within or near residential land uses, the Project would not expose people to excessive noise from aircraft, and there would be no impact.

5.14. Population and Housing

POPULATION AND HOUSING Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.14.1. Setting

The Project site is surrounded by a mix of commercial and industrial land uses. Overall, this area of the City of Santa Clara is substantially built out and land use density has increased over time. Substantial increases in population can be achieved only by development of higher density housing, either on vacant land or through redevelopment of existing land uses. The City is planning on increasing the density of land uses along selected major thoroughfares in the City. Table 5.14-1 provides existing conditions for the County of Santa Clara and the City of Santa Clara.

Table 5.14-1. Year 2020 Existing Conditions – Population, Housing, and Employment: City of Santa Clara and County of Santa Clara

		Housing Units		Employment	
Location	**Population**	**Total Units**	**Vacancy Rate**	**Total Employed***	**Unemployment Rate**
City of Santa Clara	130,172	52,000	6.9%	74,000	2.1%
County Santa Clara	1,894,781	696,489	5.0%	1,055,200	2.4%

*Accounts for population greater than 16 years of age and in Labor Force.
Source: CA DOF, 2022; CA EDD, 2022

5.14.1.1. Regulatory Background

This section includes a description of the population and housing regulatory framework. There are no federal or state regulations, plans, and standards for population and housing that apply to the proposed Project.

City of Santa Clara General Plan. The purpose of the City's housing policies is to plan for an adequate variety of safe, appropriate, and well-built housing for all residents of Santa Clara (City of Santa Clara, 2014b). The following policy from the City of Santa Clara General Plan and the Housing Element of the General Plan, respectively, generally relate to the proposed Project (City of Santa Clara, 2014a and 2014b):

- **Policy 5.3.1-P5.** Implement a range of development densities and intensities within General Plan land use classification requirements to provide diversity, use land efficiently and meet population and employment growth.

5.14.2. Environmental Impacts and Mitigation Measures

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

LESS THAN SIGNIFICANT. The proposed Project is in an urban area that is substantially developed. There would be no direct population growth induced by the Project, as it would not provide new housing and would not require an expansion of the SVP or Ameresco workforce to service and maintain the BESS facility. Ameresco is expected to provide staffing for the Project. During the 16-month construction period, the proposed Project would provide short-term jobs for a small workforce. Construction needs are not anticipated to result in workers relocating to the area. The proposed Project would generate neither a permanent increase in population levels nor a decrease in available housing.

The construction and operation of the BESS facility would facilitate future planned growth by ensuring reliable electricity to the area served by SVP and would result in an indirect effect of facilitating the development of the surrounding area of the City of Santa Clara. Greater electrical reliability would provide developmental and employment opportunities to the regional workforce. While the further development or redevelopment in the City of Santa Clara may induce some population growth, this has already been accounted for through the City's General Plan. Therefore, there would be a less than significant effect as a result of the proposed Project.

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

NO IMPACT. The proposed Project would be within an existing SVP property and would not displace any housing or people and, therefore, would not necessitate the construction of replacement housing. Construction of the BESS facility would occur over approximately 16 months and would not require the relocation of workers to the region. Therefore, no impacts would occur.

5.15. Public Services

PUBLIC SERVICES Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection?	☐	☐	☒	☐
b. Police protection?	☐	☐	☒	☐
c. Schools?	☐	☐	☒	☐
d. Parks?	☐	☐	☐	☒
e. Other public facilities?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.15.1. Setting

For the area where the proposed Project would be located, public services, including fire and police services, as well as public and private schools, parks and recreational areas, and other public services, are provided by the City of Santa Clara, special districts, and private entities.

5.15.1.1. Fire Protection

The Santa Clara Fire Department (SCFD) serves the City of Santa Clara and provides fire protection to the Project site and the surrounding area (City of Santa Clara, 2014). There are 10 fire stations throughout the City, with 179.5 paid personnel and 65 reserve employees. Each fire station has at least one 3-person engine or ladder-truck company (City of Santa Clara, 2014). The nearest fire station to the site is Fire Station 2, located 0.6 miles southwest of the Project site, at 1900 Walsh Ave. The current SCFD response time standard is a three-minute average for all areas of the City (City of Santa Clara, 2014).

5.15.1.2. Police Protection

The Santa Clara Police Department (SCPD) serves the City of Santa Clara and provides police protection to the Project site (City of Santa Clara, 2014). SCPD headquarters is located at 601 El Camino Real and is about 1.8 miles southeast of the Project site. SCPD has 232 full-time employees, including 153 sworn officers and 79 civilians (City of Santa Clara, 2022), divided into 4 divisions (City of Santa Clara, 2019). The average response time after dispatch is 2 minutes and 59 seconds (City of Santa Clara, 2022).

5.15.1.3. Schools

The Santa Clara Unified School District operates public schools within the City of Santa Clara (City of Santa Clara, 2014). There are numerous private and parochial schools in the City as well. There are no schools within a 0.25-mile radius of the Project site. Educational institutions in the general vicinity of the substation site and the distance from the substation to the school are:

- Montague Elementary School, 750 Laurie Ave, 0.9 miles northeast
- Scott Lane Elementary School, 1925 Scott Boulevard, 1.3 miles south
- Don Callejon Middle School, 4176 Lick Mill Boulevard, 1.5 miles northeast

5.15.1.4. Parks

There are 40 parks and pools in the City of Santa Clara (City of Santa Clara, 2023). The parks nearest the Project are:

- Montague Park, 3595 MacGregor Lane, 0.8 miles northeast
- Montague Swim Center, 3750 De La Cruz Boulevard, 1 mile northeast
- San Tomas Aquino/San Tomas Creek Trail, 0.9 miles west

5.15.1.5. Hospitals

The following hospitals are closest to the substation site:

- O'Connor Hospital, 2105 Forest Avenue, San Jose, 3.4 miles south
- Valley Health Center Sunnyvale, 660 S Fair Oaks Avenue, Sunnyvale, 4 miles west
- Kaiser Permanente Santa Clara Medical Center, 700 Lawrence Expressway, 3.8 miles southwest

5.15.1.6. Regulatory Background

This section includes a description of the public services regulatory framework. There are no federal regulations associated with public services that are relevant to the proposed Project.

State

2010 Strategic Fire Plan for California. The 2010 Strategic Fire Plan for California was developed in coordination with the State Board of Forestry and Fire Protection and CAL FIRE to reduce and prevent the impacts of fire in California. Goal 6 of the Plan sets objectives to determine the level of suppression resources (staffing and equipment) needed to protect private and public resources. Specific objectives include, but are not limited to, maintaining an initial attack policy which prioritizes life, property, and natural resources; determining suppression resources allocation criteria; analyzing appropriate staffing levels and equipment needs in relation to the current and future conditions; increasing the number of CAL FIRE crews for fighting wildfires and other emergency response activities; maintaining cooperative agreements with local, state, and federal partners; and implementing new technologies to improve firefighter safety, where available (State Board of Forestry and Fire Protection). The standards outlined are applicable to the SCFD serving the City of Santa Clara.

Local

City of Santa Clara General Plan. The purpose of the City's public services policies is to maintain the safety and security that is essential and integral to the quality of life in the City's community. The following policy in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.9.3-P1.** Encourage design techniques that promote public and property safety in new development and public spaces.

5.15.2. Environmental Impacts and Mitigation Measures

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

a. Fire protection?

LESS THAN SIGNIFICANT. The proposed Project would not require fire protection services during construction or operation and maintenance unless there were an emergency. The Project site would be served by the

Santa Clara Fire Department (SCFD), which maintains a three-minute response time for all areas of the City. The BESS would be equipped with a dry agent fire suppression system, the design of which follow applicable standards and would be specific to the battery technology chosen, including, but not limited to, National Fire Protection Association 855 (standard for the Installation of Stationary Energy Storage Systems) and Section 1206 of the California Fire Code. The construction and operation of the proposed Project would not result in a need for additional fire protection facilities or affect response times or other service performance. The result would be a less than significant impact.

b. Police Protection?

LESS THAN SIGNIFICANT. The proposed Project would not require police services during construction or operation and maintenance beyond routine patrols and response. As with fire services, discussed in Item (a) above, the construction and operation of the proposed Project would not result in a need for additional police facilities or affect response times or other service performance. The majority of construction-related activities would be located away from major emergency access routes and not be expected to significantly interfere with emergency response times. The result would be a less than significant impact.

c. Schools?

LESS THAN SIGNIFICANT. The proposed Project would not be expected to result in an increase in population within the area. Construction of the Project would occur over approximately 16 months and would not require the relocation of workers' families to the City of Santa Clara. An increase in families or in school-age children would not be expected as a result of the temporary construction activities and any workers who might temporarily migrate to the area. After construction, Ameresco's existing operations and maintenance division would assign two team members who would assume inspection, patrol, and maintenance duties as needed. There would be no additional workers as a result of this Project. Therefore, the Project would not increase the population in a way that would cause the need for expanded schools. The result would be a less than significant impact.

d. Parks?

NO IMPACT. The proposed Project would not increase the region's population. Construction of the Project would take place over 16 months and would require only a small construction workforce on any given day. While it is possible that workers traveling to the area may use existing public services or amenities such as parks, the potential increase in use and demand would be minimal and temporary and would not contribute substantially to the physical deterioration of existing facilities. Consequently, the Project would not increase any long-term demands on existing parks in the Project area, and no new or expanded park facilities would be required because of the proposed Project.

e. Other Public Facilities?

NO IMPACT. The proposed Project would not increase population and would not affect other governmental services or public facilities that would lead to the requirement of new or expanded facilities to be developed. Therefore, no impact on other public facilities is expected.

5.16. Recreation

RECREATION	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.16.1. Setting

There are 40 parks and pools in the City of Santa Clara (City of Santa Clara, 2023). Three parks are located within approximately one mile of the Project:

- Montague Park, 3595 MacGregor Lane, 0.8 miles northeast
- Montague Swim Center, 3750 De La Cruz Boulevard, 1 mile northeast
- San Tomas Aquino/San Tomas Creek Trail, 0.9 miles west

The closest residents live approximately 0.5 miles from the Project. In general, each 1-square mile of residential area in the City of Santa Clara contains a neighborhood or community park located close to the center to ensure that almost all residents live within a 10-minute walk of a park (City of Santa Clara, 2014). According to Figure 5.7-4 in the General Plan, the Project area is not in a location that is within walking distance to any existing or planned future parks, recreation, or open space locations (City of Santa Clara General Plan).

5.16.1.1. Regulatory Background

This section includes a description of the recreation regulatory framework. There are no federal or State regulations associated with recreation that are relevant to the proposed Project.

Local

City of Santa Clara General Plan. The objective of the City's public facilities and services policies is to maintain a high quality of life and livability in the City. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.3.5-P3.** Encourage industrial development to participate in the identification and funding of 25 acres for park and recreational facilities to serve employment centers north of the Caltrain railroad tracks.
- **Policy 5.9.1-P16.** Encourage non-residential development to contribute toward new park facilities to serve the needs of their employees.

5.16.2. Environmental Impacts and Mitigation Measures

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

NO IMPACT. The proposed Project does not include development of new residential or commercial developments that would increase population and increase the demand for parks. The Project would remove an existing unused building, and use the site for a BESS within an SVP property. Construction would take place over 16 months and would require only a small workforce on any given day. While some workers may use nearby park facilities during Project construction, increased use would be minimal and temporary and would not contribute substantially to the physical deterioration of existing facilities. Therefore, there would be no impact.

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

NO IMPACT. The proposed Project does not include recreational facilities, nor does it require the construction of new or expanded parks or recreational facilities that could create an adverse physical effect on the environment. There would be no impact.

5.17. Transportation

TRANSPORTATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☒	☐	☐
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☒	☐	☐
d. Result in inadequate emergency access?	☐	☒	☐	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.17.1. Setting

The proposed Project would use local roadways for accessing the site during construction. Baseline conditions of regional and local roadways likely used to access the proposed Project area and work locations and those temporarily affected by proposed Project construction activities are discussed below.

5.17.1.1. Highways

Highway U.S. 101 provides regional access to the Project vicinity (City of Santa Clara, 2014):

- **U.S. Highway (U.S.) 101**, specifically the section of U.S. 101 known as Bayshore Freeway, is an 8-lane (4 lanes per direction) divided south-north highway that travels the length of the West Coast. U.S. 101 is located 0.15 miles north of the Project site. The Trimble Road/De La Cruz Boulevard exit or the San Tomas Expressway/Montague Expressway exit would likely be used to access the Project area. At the Trimble Road/De La Cruz Boulevard exit, the year 2020 average daily traffic (ADT) volumes on U.S. 101 were 160,000 vehicles per day. At the San Tomas Expressway/Montague Expressway exit the year 2020 average daily traffic (ADT) volumes on U.S. 101 were 169,000 vehicles per day (Caltrans, 2020). Year 2020 ADT volumes represent the most recently published data.

5.17.1.2. Local Roads

The Project is directly accessed from Raymond Street, a two-lane local surface road with a 25-mph speed limit. Raymond Street turns into Space Park Drive as the street turns from north/south to east/west. Space Park Drive is also a two-lane street with a 25-mph speed limit. Space Park Drive continues to the west and connects to Scott Boulevard. The north end of Raymond Street intersects with Duane Avenue, a two-lane street with a 35-mph speed limit, which interconnects with Lafayette Street to the east.

Access Routes

Table 5.17-1 provides information on some primarily local travel routes that would likely be used by project-related vehicles to access the Project site. Details on access routes that would also be disrupted by Project construction are discussed below under “Roadways Disrupted by Project Construction” and are not repeated in Table 5.17-1. While the average daily traffic data provided in Table 5.17-1 are from 2011, it remains the most currently available ADT volume data for these roadways.

Table 5.17-1. Existing Local Roadway Conditions

Street	Lanes	ADT Volume
U.S. 101 – De La Cruz to Montague Expressway	8	240,100
De La Cruz Boulevard between U.S. 101-Central Expressway (highway exit to access project)	6	55,990
Central Expressway between Scott Boulevard and Lafayette Street	8	47,550
Lafayette Street between U.S. 101-Central Expressway	6	18,190
San Tomas Expressway between U.S. 101-Scott Boulevard	10	66,510
Scott Boulevard between San Tomas Expressway-Central Expressway	2	16,160

Source: City of Santa Clara, 2011.

Local travel routes used to access the Project include Expressways and Minor and Major Arterial Streets. The San Tomas, Montague, and Central Expressways could be used to access the Project vicinity. Expressways are typically designed to serve regional traffic with speeds of 45 miles per hour and limited access. These facilities are under the jurisdiction of Santa Clara County and include transit service and stops. Wide shoulders or parallel routes are generally provided.

The Major and Minor Arterial Streets that would be used to access the Project include Scott Boulevard and Lafayette Street. These primarily serve through traffic not served by expressways or freeways, and typically include transit vehicles. These streets have travel speeds between 35 and 45 miles per hour. Transit service is also emphasized, particularly on major arterials.

Roadways Disrupted by Project Construction

Construction of the proposed Project could result in a temporary disruption to local roadways during delivery of large equipment or materials. The main roads that may require temporary lane closures and/or escort vehicles include San Tomas Expressway, Scott Boulevard, De La Cruz Boulevard, and Central Expressway, a combination of which could be used to access the smaller local roads, Duane Avenue, Space Park Drive, and Raymond Street, which are used to access the Project area.

5.17.1.3. Mass Transit

Bus. Existing public transit service within the City is primarily provided by Santa Clara Valley Transportation Authority (VTA) and consists of bus, light rail transit, and paratransit services. VTA bus route number 59 is located near the Project, with two bus stops within approximately one-half miles (VTA, 2023, 2021).

- Route 59 travels on Scott Boulevard, east of the Project site. The following two bus stops are near the Project and could be affected:
  - North of the intersection of Scott Boulevard and Space Park Drive.
  - South of the intersection of Scott Boulevard and Central Expressway.

Passenger Rail. Existing commuter rail lines include Caltrain, operated by the Peninsula Joint Powers Board (JPB), and Altamont Commuter Express (ACE), operated by the San Joaquin Regional Rail Commission. Both stop at the Santa Clara Transit Station located approximately 1.86 miles southeast of the Project site. The Capitol Corridor commuter rail line, operated by the Capitol Corridor Joint Powers Authority (CCJPA), stops at the Great America Station, approximately 2.25 miles north of the Project site, and provides transit services from Sacramento to San Jose.

5.17.1.4. Rail (Freight)

A limited number of freight trains and regularly scheduled passenger service use the railroad track daily within the City. Outside peak commuter rail periods, the Union Pacific Railroad (UPRR) provides freight operations within the Caltrain right-of-way (ROW). The Caltrain ROW traverses through the middle and downtown areas of the City of Santa Clara. A portion of the Caltrain ROW passes approximately 0.25 miles east and approximately 1.2 miles south of the Project site. The rail network includes grade-separated and at-grade railroad crossings. (City of Santa Clara, 2014)

5.17.1.5. Bicycle

Existing bicycle facilities are part of City of Santa Clara Bicycle and Trail Network. Bicycle and Trail Network provides connections between residential neighborhoods, employment, recreation, education, and transit centers within the City (City of Santa Clara, 2014). Bikeways are typically classified as Class I, II, or III facilities. Bike paths or trails (also known as Class I bikeways) operate within a right-of-way that is separated from vehicular traffic. Bike lanes (also known as Class II bikeways) are located within roadways but are delineated by warning symbols and striping. Bike routes (also known as Class III bikeways) operate in the shoulder lane of roadways but are not delineated by striping.

One Class II intermediate bike lane is located along Scott Boulevard. Central Expressway is an undesignated, advanced rated street for bicycles (City of Santa Clara, 2013). Lafayette Street is identified as a "high caution" route for bicycles (VTA, 2020).

5.17.1.6. Air Transportation

The Norman Y. Mineta San Jose International Airport (Airport) is located to the east of, and adjacent to, the City of Santa Clara. The Airport is located approximately 0.5 miles east of the proposed Project site. A private heliport, McCandless heliport is located approximately 1.3 miles northwest of the proposed Project area.

5.17.1.7. Regulatory Background

State

California Vehicle Code (CVC). The CVC includes regulations pertaining to licensing, size, weight, and load of vehicles operated on highways; safe operation of vehicles; and the transportation of hazardous materials.

State CEQA Guidelines, Section 15064.3, Determining the Significance of Transportation Impacts. In response to Senate Bill 743 (Steinberg, 2013), this provision states that "vehicle miles traveled" (VMT) is the most appropriate measure of transportation impacts in the CEQA process. For transportation impacts under CEQA, VMT refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the Project on transit and non-motorized travel. Except for roadway capacity projects, a project's effect on automobile delay would not constitute a significant environmental impact under CEQA. For instances where existing models or methods are not available to estimate the VMT for the particular Project being considered, a lead agency may analyze the Project's VMT qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate [14 CCR 15064.3(b)(3)].

Local

City of Santa Clara General Plan. The objectives of the City's mobility and transportation policies are to a safe, efficient, convenient, and integrated system to move people and goods and promote a reduction in

the use of personal vehicles and vehicle miles traveled. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.8.2-P3.** Encourage undergrounding of utilities and utility equipment within the public right-of-way and site these facilities to provide opportunities for street trees and adequate sidewalks.
- **Policy 5.8.5-P1.** Require new development and City employees to implement transportation demand management programs that can include site-design measures, including preferred carpool and vanpool parking, enhanced pedestrian access, bicycle storage and recreational facilities.

5.17.2. Environmental Impacts and Mitigation Measures

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Project construction would occur in a highly urbanized setting and could therefore create impacts to the circulation system in the Project area. Some lane closures and/or traffic controls may be required to allow for certain construction activities such as delivery of oversized equipment and material. Construction itself would occur entirely within the proposed Project site and would not affect modes of transport.

The bicycle facilities near the proposed Project would not be affected except during occasional land closures, if needed. The proposed Project would not permanently remove bicycle lanes or conflict with alternative transportation routes.

While construction traffic would create impacts, these impacts would be localized, temporary in nature, and would not change long-term traffic loads or patterns. Mitigation measure MM T-1 is proposed to provide specificity regarding the requirements of a Construction Traffic Control Plan. The purpose of this plan would be to reduce potential impacts to the circulation system from the closure/disruption of travel lanes. With the incorporation of this mitigation, construction would not conflict with programs, policies, plans, or ordinances regarding public roadway, transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

NO IMPACT – OPERATION AND MAINTENANCE. SVP's and Ameresco's respective existing maintenance and operations groups would assume inspection and maintenance duties as needed on their respective parts of the Project. Typical maintenance activities involve both routine inspections and preventive maintenance to ensure service reliability, as well as emergency work to maintain or restore service continuity. No additional staff would be required after Project construction work is completed. No substantial increase in traffic or traffic-related impacts would occur due to operation and maintenance activities.

5.17.2.1. Mitigation Measures for Transportation Impacts

MM T-1 **Construction Traffic Control Plan.** Prior to the start of construction, Ameresco shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. Ameresco shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to:

- Identification of any routes that would require lane closures or detours to accommodate material and equipment deliveries and methods to ensure safety.

- Avoidance of peak travel hours (8:00-10:00 a.m. and 4:00-6:00 p.m.) to the maximum extent feasible.
- Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by Ameresco of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles.
- Plans to coordinate in advance with property owners, if any, that may have limited access to properties.

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

LESS THAN SIGNIFICANT – CONSTRUCTION. CEQA Guidelines section 15064.3(b) concerns vehicle miles travelled (VMT) as the measure of transportation impacts. As of July 1, 2020, CEQA requires use of VMT in the traffic analysis.

Construction of the proposed Project would occur over approximately 16 months and project–related traffic would consist of worker commutes and the movement of materials and equipment to and from the site. Once the Project is completed, the vehicle trips associated with construction would end. The total peak number of vehicle trips during construction is estimated to be up to 30 roundtrips daily. Construction personnel would commute to the work site at the beginning of the day and leave at the end of the day, and few people would travel to and from the site through the middle of the day.

Vehicle miles traveled by personal vehicle trips and truck trips during construction would vary in their origins and destinations, but they are assumed to come primarily from the local Bay Area and they would be periodic and temporary. At this time, no known applicable VMT thresholds of significance for temporary construction trips that may indicate a significant impact is known. Therefore, while the proposed Project would include construction-related trips, they would be temporary and the Project would not affect existing transit uses or transportation corridors and is presumed to cause a less than significant transportation impact under CEQA Guidelines section 15064.3(b).

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. The Project would be unmanned, but the proposed Project would require routine inspection and periodic maintenance visits by existing SVP and Ameresco personnel. These activities would generate a negligible number of new vehicle trips with no notable growth in VMT. The transportation impact under CEQA Guidelines section 15064.3(b) would be less than significant.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Heavy equipment operating adjacent to or within a road right-of-way could increase the risk of accidents. The Project involves movement of heavy equipment to and from the site but does not include work adjacent to or in roadways. Some instances of temporary lane or roadway closures may be required for delivery of oversized equipment or materials. Construction-related trucks would interact with other vehicles on the affected city streets and potentially create hazards. Potential conflicts also could occur between construction traffic and bicyclists and pedestrians, and potential short-term hazards could be associated with temporary lane closures, if required. Construction traffic–related impacts would be reduced with implementation of mitigation measure MM T-1 (Construction Traffic Control Plan) to ensure temporary lane closures and construction activities do not result in increased traffic hazards. The Project would not create a new access point but

would use existing driveways to the site. These driveways provide ingress and egress at a low speed (25 mph) roadway. With the incorporation of mitigation measure MM T-1, temporary impacts during construction would be less than significant.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. The Project facilities would not increase transportation hazards or be an incompatible use for the site. The Project is similar in function to the existing site and similar ingress and egress would be provided. Maintenance of the proposed Project would require routine inspection and periodic maintenance visits. Access would be via existing driveways. Therefore, the Project would not cause hazards or incompatible uses due to maintenance activities proximate to public roadways; no mitigation is required.

5.17.2.2. Mitigation Measures for Transportation Hazards

MM T-1 Construction Traffic Control Plan. [see full text under Item (a) above]

d. Would the project result in inadequate emergency access?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Construction of the proposed Project would cause a minor short-term delay in the local traffic movement in the immediate vicinity of the proposed Project if there were a temporary lane closure. During construction, the proposed Project would not increase traffic substantially as compared to the existing traffic volume and the capacity of the street system in the area. If oversize equipment or materials are delivered, at least one lane of travel would remain open to accommodate roadway users (including emergency vehicles). To ensure temporary lane closures do not result in inadequate emergency vehicle movements or impede access to property, mitigation measure MM T-1 (Construction Traffic Control Plan) would require review and approval of a Project specific Construction Traffic Control Plan, which would include specific measures to address temporary closures/ disruptions to travel lanes and plans to coordinate in advance with emergency service providers. With the incorporation of MM T-1, temporary impacts during construction would be less than significant.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Once operational, the Project would have no impact on access or movement to emergency service providers. Occasional maintenance activities would be short-term in duration. Therefore, maintenance of the proposed Project would have a less than significant impact on emergency vehicle access and movements.

5.17.2.3. Mitigation Measures for Emergency Access

MM T-1 Construction Traffic Control Plan. [see full text under Item (a) above]

5.18. Tribal Cultural Resources

TRIBAL CULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(i) listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
(ii) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.18.1. Setting

Tribal Cultural Resources (TCRs) are defined under Assembly Bill 52 (AB 52) as resources that include sites, features, places, cultural landscapes, and sacred places or objects that have cultural value or significance to a California Native American tribe. Tribal representatives are considered experts appropriate for providing substantial evidence regarding the locations, types, and significance of TCRs within their traditional and cultural affiliated geographic areas, and therefore the identification and analysis of TCRs should involve government-to-government tribal consultation between the CEQA lead agency and interested tribal groups and/or tribal persons (Public Resources Code [PRC] §21080.3.1(a)).

Additionally, best practices show that a lead agency should make a good faith effort to identify TCRs that may be impacted by a Project even if a Native American tribe does not identify any during consultation. This includes requesting a search of the Native American Heritage Commission's (NAHC) Sacred Lands file, conducting ethnographic research, and using information that has been previously provided during tribal consultation for other projects in the area.

5.18.1.1. Records Search

As documented in Section 5.5 (Cultural Resources), the records search indicates that no prehistoric cultural resources have been previously identified in the Project area.

5.18.1.2. Ethnographic Research

The Project area is located within the tribal territory of the "Costanoan," a term derived from the Spanish word Costanos, meaning "coast people" or "coastal dwellers." At the time of European ethnic groups' arrival, the Costanoan occupied the central California coast from the northern tip of the San Francisco Peninsula to Big Sur in the south and as far east as the Diablo Range. An estimated 1,400 or more persons

of partial Costanoan descent currently reside in the greater San Francisco Bay Area. These individuals now generally prefer the term Ohlone to identify themselves (Margolin, 1978).

The Costanoan language is part of the Penutian language family spoken by other California Indian groups known as the Wintun, Maidu, Miwok, and Yokuts. The Costanoan (Ohlone) language family consists of six dialect clusters, of which three were recorded during the ethnohistoric period, including the San Francisco Bay Costanoan, Mutsun along the Pajaro River, and Rumsen near Monterey and Carmel (Golla, 2011:162 163). Linguistic analysis suggests that the Costanoans moved into the Bay Area from the San Joaquin and Sacramento River regions around 1,500 years BP and replaced the original Hokan speaking population of the Bay Area. This appears to coincide with the appearance of Late Horizon artifact assemblages. Using Spanish mission records and archaeological data, researchers have estimated a Costanoan population of 1,000 to 1,200 individuals for the Santa Clara Valley in 1770 (Levy, 1978:485; King, 1977:54).

The Costanoan practiced a hunting and collecting economy focusing on the collection of seasonal plant and animal resources, including tidal and marine resources from San Francisco Bay. They traded with neighboring groups and exported shells, salt, and cinnabar among other items. At the time of contact with Europeans, the Costanoan people were living in approximately 50 separate and politically autonomous tribelets, with each group having one or more permanent villages surrounded by a number of temporary camps used to exploit seasonally available floral and faunal resources (Levy, 1978:485, 487).

Mission Santa Clara and Mission San José were established in the South Bay in the late 1770s. The aboriginal lifeway disappeared by 1810 due diseases, a declining birth rate, and the impact of the mission system. Missionization not only decimated local populations but also relocated native peoples from throughout north-central California to the San José area. The Costanoan/Ohlone were transformed from hunters and gatherers into agricultural laborers (and in some cases, craft artisans) who lived at the missions and worked with former neighboring Native American groups such as the Esselen, Yokuts, and Miwok (Levy, 1978:486).

With secularization of the missions by Mexico in 1834, most of the aboriginal population gradually moved to ranchos to work as manual laborers (Levy, 1978:486). During the Mexican Period several ranchos were granted to Native Americans. Rancho Ulistac, located on the west bank of the Guadalupe River in the City of Santa Clara, was granted to “emancipated” Mission Indians Marcello, Pio, and Cristobal in 1845 (Hendry and Bowman, 1940:872 873). Rancho Posolmi, located along the Guadalupe River at the northeastern boundary of the City of Mountain View, was granted to Lopez Indigo (or Yndigo) in 1881 (City of San Jose, 2011).

Contemporary descendants of the Costanoan (Ohlone) Native Americans are not members of federally recognized tribes. Ohlone recognition and assertion began to move to the forefront during the early twentieth century, enforced by legal suits brought against the United States government by Indians of California (1928–1964) for reparations due them for the loss of traditional lands. The Ohlone/Costanoan Muwekma Tribe, consisting of surviving Native American lineages who trace their ancestry through Missions Dolores, Santa Clara and San José. The State of California has recognized the validity of unrecognized tribal groups of local Native Americans and has afforded both the groups and Native American individuals status in regard to consultation for planning and CEQA compliance.

5.18.1.3. Regulatory Setting

State

California Environmental Quality Act. CEQA requires that impacts to TCRs be identified and, if impacts would be significant, that mitigation measures be implemented to reduce those impacts to the extent feasible (PRC §21081). In the protection and management of the cultural environment, both the statute

and the CEQA Guidelines (14 California Code of Regulations §15000 et seq.) provide definitions and standards for management of TCRs.

PRC Section 21074 defines a TCR as "a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe." TCRs also include "non-unique archaeological resources" that may not be scientifically significant, but still hold sacred or cultural value to a consulting tribe.

A resource shall be considered significant if it is: (1) listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in PRC Section 5020.1(k); or "(2) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying these criteria, the lead agency must consider the significance of the resource to a California Native American tribe."

Therefore, a project may have substantial adverse change in the significance of a TCR if a project may cause a substantial adverse change in the significance of a tribal cultural resource (PRC §21084.2) or the resource is listed, or eligible for listing, in the CRHR or in a local register of historical resources, and it is demolished (CEQA Guidelines §15064.5(b)(2)).

The fact that a TCR is not listed in the CRHR, determined to be ineligible for listing in the CRHR, not included in a local register of historical resources, or is not identified in a historical resources survey does not preclude a lead agency from determining that the resource may be a historical resource.

CEQA Guidelines Section 15064.5(b)(1) explains that effects on historical resources (or TCRs, if so determined by the lead agency) would be considered adverse if it involves physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the resource would be materially impaired. Adverse effects on historical resources may result in a project having a significant effect on the environment. CEQA Guidelines Section 15064.5(c)(3) requires that TCRs receive treatment under PRC Section 21083.2, which requires that these resources be preserved in place or left in an undisturbed state. If these treatments are not possible, then mitigation for significant effects is required, as outlined in PRC Section 21082.2(c).

5.18.1.4. AB 52 Tribal Consultation

The proposed Project's effects on potentially buried and therefore presently unidentified TCRs were evaluated using the significance criteria set forth in Appendix G of the CEQA Guidelines and with consideration to AB 52 and the Governor's Office of Planning and Research's "Technical Advisory: AB 52 and Tribal Cultural Resources in CEQA" (OPR, 2017).

Representatives of the Tamien Nation had previously requested to be contacted regarding projects within the City of Santa Clara. Two representatives of the Tamien Nation requesting to be contacted under AB 52 for possible tribal consultation were notified of the proposed Project and invited to engage in consultation. The invitation was extended to each representative by registered mail (February 28, 2023). No responses were received to the emails or letters during the 30-day response period. This concluded AB 52 compliance under CEQA.

5.18.1.5. Sacred Lands File Search

Aspen requested a search of the NAHC's Sacred Lands file to determine the presence or likelihood of encountering TCRs within the Project area. On December 8, 2022, the NAHC responded that the search was completed with negative results (i.e., no sacred sites are located within the Project area).

5.18.2. Environmental Impacts and Mitigation Measures

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. There are no TCRs that are listed in, or are known to be eligible for listing in, the CRHR or local register of historical resources within the proposed Project area. Although there is no evidence that TCRs exist within the proposed Project site or immediate vicinity, it is possible that previously unidentified TCRs that may be eligible for inclusion in the NRHP, CRHR, or local registers could be discovered and damaged, or destroyed, during project-related ground disturbance, which would constitute a significant impact absent mitigation. Implementation of mitigation measure MM TCR-1 would evaluate and protect unanticipated TCR discoveries, thereby reducing this impact to a less than significant level after mitigation.

5.18.2.1. Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 **Management of Unanticipated Tribal Cultural Resources.** During project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, Project reroute or redesign, Project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.

(ii) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. No known TCRs were identified during a search of the NAHC's Sacred Lands File, or during ethnographic research. Nevertheless, it is possible that previously unidentified TCRs that may qualify as a significant resource according to lead agency determination could be discovered and damaged or destroyed during ground disturbance. Such a discovery or inadvertent damage/destruction to a previously unknown TCR would constitute a significant impact absent mitigation.

Implementation of mitigation measure MM TCR-1, which is discussed under Item (a), would evaluate and protect unanticipated TCR discoveries, thereby reducing this impact to a less than significant level.

5.18.2.2. Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 **Management of Unanticipated Tribal Cultural Resources** [see full text under Item (a) above]

5.19. Utilities and Service Systems

UTILITIES AND SERVICE SYSTEMS Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Significance criteria established by CEQA Guidelines, Appendix G.

5.19.1. Setting

Utility and services system facilities associated with electricity, domestic (potable) water, stormwater, solid waste, communications, and natural gas are provided and maintained by a variety of local purveyors, including cities, counties, special districts, water agencies, and private companies. Table 5.19-1 lists utility providers in the city.

Table 5.19-1. Utility Providers

- **Natural gas** – Pacific Gas & Electric Company
- **Electricity** – Silicon Valley Power
- **Water** – City of San Francisco's Hetch Hetchy aqueduct, Santa Clara Valley Water District, Santa Clara City-owned wells
- **Wastewater** – San José-Santa Clara Water Pollution Control Plant
- **Telephone** – AT&T, Xfinity (Comcast)
- **Solid Waste** – Mission Trail Waste Systems, Allied Waste, Green Waste Recovery, and Los Gatos Garbage Company

Sources: City of Santa Clara, 2014; Allconnect, 2022

5.19.1.1. Utilities

Water Supply

Potable water for the City of Santa Clara comes from a combination of sources: the City of San Francisco's Hetch Hetchy aqueduct system, the Santa Clara Valley Water District, and groundwater from City-owned

wells. Groundwater comprises almost 70 percent of the City's water supply. Recycled wastewater is also used in the City for certain landscape irrigation, industrial, and construction purposes (City of Santa Clara, 2014).

Electricity and Natural Gas

Silicon Valley Power (SVP) is owned and operated by the City of Santa Clara as a municipal electric utility and as a department of the City. SVP maintains over 375 miles of underground distribution lines, nearly 200 miles of overhead distribution lines and over 50 miles of transmission lines. Electricity for the City is provided from natural gas, wind, solar, geothermal, and hydroelectric generation resources in California and other western states (City of Santa Clara, 2021).

The City's natural gas is provided by Pacific Gas & Electric Company. Transmission mains deliver gas from basins in California, Canada, and the Western United States (City of Santa Clara, 2014).

5.19.1.2. Service System

Sewage/Wastewater

Sewer systems collect wastewater in the City Santa Clara and transport it via pipelines to the San Jose–Santa Clara Regional Wastewater Facility (RWF) in San Jose, CA. The RWF treats approximately 110 million gallons per day (mgd) of wastewater from cities in Santa Clara County and is able to treat up to 167 mgd. (City of San Jose, 2023).

About 10 percent of the total treated wastewater from the RWF is directed into the South Bay Water Recycling system. The treated wastewater is used for landscaping irrigation, dual plumbing, industrial uses, and other approved uses around the southern Bay Area. Recycled water distribution pipelines are located throughout the City of Santa Clara. Treated wastewater that is not directed into the recycled water pipelines is discharged into San Francisco Bay (City of Santa Clara, 2014).

Solid Waste Disposal

Solid waste and recycling collection services in the City of Santa Clara is primarily provided by 4 companies: Mission Trail Waste Systems, Allied Waste, Green Waste Recovery, and Los Gatos Garbage Company. Newby Island Sanitary Landfill is the main landfill that serves the City, though solid wastes are also sent to landfills outside of Santa Clara County (City of Santa Clara, 2014). Newby Island Sanitary Landfill is located at 1601 Dixon Landing Road, Milpitas, CA 95035. Table 5.19-2 lists the capacities of the landfills used.

Table 5.19-2. Landfill Capacities

Landfill Name	Total Capacity (cu.yd.)	Remaining Capacity (cu.yd.)	Remaining Capacity (percent)	Maximum Throughput (tons/day)
Newby Island Sanitary Landfill (Cease operation estimated 2041)	57,500,000	16,400,000	36.9	4,000
Guadalupe Sanitary Landfill (Cease operation estimated 2048)	28,600,000	11,055,000	38.7	1,300
Corinda Los Trancos Landfill (Cease operation estimated 2034)	60,500,000	22,180,000	36.7	3,598

Sources: CalRecycle, 2023a; CalRecycle, 2023b; CalRecycle, 2023c

5.19.1.3. Regulatory Background

This section includes a description of the utilities and public service systems regulatory framework.

Federal

Clean Water Act Section 402: National Pollutant Discharge Elimination System. Section 202 of the Clean Water Act (CWA) establishes the National Pollutant Discharge Elimination System (NPDES) permit program to regulate point source discharges of pollutants of Waters of the United States. Discharges or construction activities that disturb one or more acres, which includes the proposed Project, are regulated under the NPDES stormwater program and are required to obtain coverage permit under a NPDES Construction General Permit. The Construction General Permit establishes limits and other requirements such as the implementation of the Stormwater Pollution Prevention Plan, which would further specify best management practices to avoid or eliminate pollution discharge into the nation's waters. The State Water Resources Control Board (SWRCB) issues both general and individual permits under this program. The SWRCB delegates much of its NPDES authority to nine regional water quality control boards. The proposed Project's NPDES permits would be under jurisdiction of Region 2, the San Francisco Regional Water Quality Control Board.

State

California Government Code – Protection of Underground Infrastructure. The responsibilities of California utility operators working in the vicinity of utilities are detailed in Section 1, Chapter 3.1, "Protection of Underground Infrastructure" (Article 2 of California Government Code §§4216-4216.9). This law requires that an excavator must contact a regional notification center at least two days prior to excavation of any subsurface installation. Any utility provider seeking to begin a project that may damage underground infrastructure can call Underground Service Alert, the regional notification center. Underground Service Alert will notify the utilities that may have buried lines within 1,000 feet of the Project. Representatives of the utilities are required to mark the specific location of their facilities within the work area prior to the start of project activities in the area. The code also requires excavators to probe and expose underground facilities by hand prior to using power equipment.

California Integrated Waste Management Act of 1989. Assembly Bill 939 codified the California Integrated Waste Management Act of 1989 in the Public Resources Code and established a hierarchy to help the California Integrated Waste Management Board (CIWMB) and local agencies implement three major priorities under the Integrated Waste Management Act: source reductions; recycling and composting; and environmentally safe transformation and land disposal. Waste diversion mandates are included under these priorities. The duties and responsibilities of the CIWMB have since been transferred to the California Department of Resources Recycling and Recovery (CalRecycle) after the abolishment of the CIWMB in 2010, but all other aspects of the Act remain unchanged.

The Act requires all local and county governments to adopt a waste reduction measure designed to manage and reduce the amount of solid waste sent to landfills. This Act established reduction goals of 25 percent by the year 1995 and 50 percent by the year 2000. Senate Bill 1016 (2007) streamlines the process of goal measurement related to Assembly Bill 939 by using a disposal-based indicator: the per capita disposal rate. The per capita disposal rate uses only two factors: the jurisdiction's population (employment can be considered in place of population in certain circumstances) and the jurisdiction's disposal as reported by disposal facilities. CalRecycle encourages reduction measures through the continued implementation of reduction measures, legislation, infrastructure, and support of local requirements for new developments to include areas for waste disposal and recycling on-site.

California Code of Regulations (Title 27). Title 27 (Environmental Protection) of the California Code of Regulations defines regulations and minimum standards for the treatment, storage, processing, and disposal of solid waste at disposal sites. The State Water Resources Control Board maintains and regulates compliance with Title 27 (Environmental Protection) of the California Code of Regulations by establishing waste and site classifications and waste management requirements for solid waste treatment, storage, or disposal in landfills, surface impoundments, waste piles, and land treatment units. The compliance of the proposed Project would be enforced by the San Francisco RWQCB Region 2 and the California Department of Resources Recycling and Recovery (CalRecycle) (formerly the California Integrated Waste Management Board). Compost facilities are regulated under CCR Title 14, Division 7, Chapter 3.1 Section 17850 through 17895, by CalRecycle. Permit requests, Reports of Waste Discharge, and Reports and Disposal Site Information are submitted to the RWQCB and CalRecycle, and are used by the two agencies to review, permit, and monitor these facilities.

Local

Energy Policies. The purpose of the City's energy policies is to encourage reduced energy use. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.3-P10.** Maintain the City's level of service for high quality utilities and telecommunications infrastructure.
- **Policy 5.10.3-P12.** Work with Silicon Valley Power to implement adequate energy distribution facilities to meet the demand generated by new development.

Water Policies. The purpose of the City's water policies is off-set increased demand associated with the implementation of the City General Plan. The following policies in the General Plan generally relate to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.4-P1.** Promote water conservation through development standards, building requirements, landscape design guidelines, education, compliance with the State Water Conservation Landscaping Ordinance, incentives, and other applicable City-wide policies and programs**.**
- **Policy 5.10.4-P4.** Require an adequate water supply and water quality for all new development.
- **Policy 5.10.4-P5.** Prohibit new development that would reduce water quality below acceptable State and local standards.
- **Policy 5.10.4-P10.** Work with Santa Clara Valley Water District to minimize undesirable compaction of aquifers and subsidence of soils.

Conservation. The City's conservation policies consider the regulation of wastewater to protect biological resources in the City. The following policy in the General Plan generally relates to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.10.1-P6.** Require adequate wastewater treatment and sewer conveyance capacity for all new development.

Land Use. The City's land use policies consider the effects of development to public facilities and infrastructure. The following policy in the General Plan generally relates to the proposed Project (City of Santa Clara, 2014):

- **Policy 5.3.1-P17** Promote economic vitality by maintaining the City's level of service for public facilities and infrastructure, including affordable utilities and high quality telecommunications.

5.19.2. Environmental Impacts and Mitigation Measures

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

LESS THAN SIGNIFICANT. The proposed Project would involve construction of a new BESS facility and removal of an existing SVP building. Construction activities would generate a minimal demand for water or wastewater treatment and no demand for natural gas facilities. The Project would not require the relocation, expansion, or development of new utility systems beyond the Project itself. The Project would require protection and control panel upgrades or reconfigurations at the Kenneth and Oaks Junction Substations. These upgrades would not expand any existing facilities or require additional facilities. During routine operation and maintenance of the proposed Project, the Project would be unmanned and would not create any need for new or expanded utilities or service systems.

Water, Wastewater Treatment or Storm Water Facilities. The proposed Project would generate minimal demand for water or wastewater treatment. A water truck or hose may be on-site to support dust suppression during ground disturbing work. Any water used for dust control would be dispersed onsite and would either evaporate or be absorbed into the ground; therefore, no wastewater generation is anticipated from this use.

Concrete would be required for foundations and pole installation. Excess concrete from construction as well as removed concrete foundations would be disposed of at an approved site away from the work area. Dewatering may be necessary if groundwater is encountered. Portable toilets would be provided for construction work crews and would be removed after construction is completed and these toilets will be maintained by a licensed sanitation contractor.

The proposed Project would not result in any increased stormwater flow entering stormwater drainage systems and therefore would not require, or result in the construction of, new stormwater drainage facilities or the expansion of existing facilities.

Upon completion of construction, the proposed Project would not generate any demand for water or wastewater treatment. There would be no sanitary sewer hookup at the site. Existing wastewater and water treatment facilities are adequate to accommodate the demand generated by the proposed Project. Thus, the Project would have less than significant impact that would not cause the need for the construction or expansion of water or wastewater treatment facilities or storm water drainage.

Electric Power, Natural Gas, or Telecommunications Facilities. No new natural gas or telecommunications facilities would be required in support of the Project. The existing electric power system, including the existing substation, would remain in service during construction and commissioning of the Project. The Project would contribute to the stability of the City's power grid, by storing energy. These activities would not cause significant environmental effects.

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

LESS THAN SIGNIFICANT. Limited amounts of water would be used for dust control and to make concrete for foundations. This would be a short-term need associated with construction and would end with the completion of construction. The volume of water required for dust control is not known. However, the amount of water for dust suppression during construction is considered to be nominal in comparison to available municipal water supply.

Water trucks or existing hydrants would provide water for dust control as needed. Construction of the Project would include the installation of two new fire hydrants on site. These hydrants would be used

during operation for fire suppression, in case of an emergency. Upon completion, the proposed Project would not generate any demand for water, unless there was a fire. Therefore, the proposed Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years.

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

LESS THAN SIGNIFICANT. The proposed Project would generate minimal wastewater during construction. The proposed Project would provide portable toilets for construction workers and the waste would be disposed of through a treatment facility with adequate capacity. As discussed in Item (a) above, existing wastewater facilities would adequately accommodate the minor demand caused by Project construction while serving existing commitments. Therefore, this impact would be less than significant.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

LESS THAN SIGNIFICANT. Construction debris and waste generated during construction of the Project would be transported to staging areas or to an SVP Service Center for recycling or disposal.

The building that is currently on site would be demolished under a ministerial permit from the City of Santa Clara as part of the Project. The waste from this would be transported for disposal at a licensed Class I or Class II landfill or a composite lined portion of a solid waste landfill.

Total solid waste generated by construction of the proposed Project is anticipated to be minor compared to the capacity of local recycling infrastructure and existing landfills, as identified in Table 5.19-2, Landfill Capacities. The landfills identified in Table 5.19-2 are not expected to close for about another 20 years.

During operation, the proposed Project would be unmanned and would not generate notable quantities of solid waste. Therefore, the impact of solid waste disposal on local infrastructure and landfill capacity would be less than significant.

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

NO IMPACT. The California Integrated Waste Management Act of 1989, which emphasizes resource conservation through the reduction, recycling, and reuse of solid waste guide solid waste management requires that localities conduct a Solid Waste Generation Study (SWGS) and develop a Source Reduction Recycling Element (SRRE). The proposed Project would operate in accordance with these applicable Solid Waste Management Policy Plans by recycling materials where feasible. As identified in Table 5.19-2, Landfill Capacities, the landfills serving the site would have sufficient capacity to accommodate Project construction solid waste disposal needs, and Project solid waste disposal would not result in the need for new or expanded landfill facilities. Therefore, the proposed Project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste disposal limits and landfill capacities. No impact would occur.

5.20. Wildfire

WILDFIRE If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, **would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Significance criteria established by CEQA Guidelines, Appendix G.

5.20.1. Setting

Wildland fire protection in California is the responsibility of either the State, local, or federal government, depending on the location. The California Department of Forestry and Fire Protection (CAL FIRE) is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These zones, which are referred to as Fire Hazard Severity Zones (FHSZ), influence how people construct buildings and protect property to reduce risk associated with wildland fires. FHSZ maps identify the likelihood that an area will burn over a 30 to 50-year period without considering that modifications may occur, such as fuel reduction efforts. Risk is not indicated by the maps. Risk is the potential damage that can be done by a fire, based on existing conditions. Risk can be reduced by various strategies, such as creation of defensible space, fuel load reduction, and, in the case of structures, the use of sprinklers and ignition-resistant building materials and construction. The City of Santa Clara area is not located in a FHSZ in the CAL FIRE wildland fire hazard maps, primarily due to its urban conditions, flat terrain, and low fuel load. Fire protection within the City is discussed in Section 5.15 (Public Services).

5.20.1.1. Regulatory Background

Federal

A variety of line and tower clearance standards are used throughout the electric transmission industry. These address distances between energized lines and support structures and potential obstructions, including vegetation, structures, and the ground. Nationally, most transmission line owners follow the National Electric Safety Code (NESC) rules or American National Standards Institute (ANSI) guidelines, or both, when managing vegetation around transmission system equipment. The NESC deals with electric safety rules, including transmission wire clearance standards, whereas the applicable ANSI code deals with the practice of pruning and removal of vegetation.

State and Local

SVP operates and maintains the distribution and transmission grid inside the City of Santa Clara, yet the larger transmission grid that brings most of SVP's energy into the City is integrated throughout the State. Therefore, if large transmission lines are de-energized or constrained, SVP may need to reduce load quickly to help the greater transmission grid. Depending on the severity of the event, it may mean power shutoffs or rolling outages in the City of Santa Clara.

California Public Utilities Commission (CPUC) General Order (GO) 95. CPUC's GO 95 is the key standard governing the design, construction, operation, and maintenance of overhead electric lines in the State. The CPUC has promulgated various Rules to implement the fire safety requirements of General Order 95, including:

- *GO 95 Rule 31.2* requires that lines be inspected frequently and thoroughly to ensure that they are in good condition, and that lines temporarily out of service be inspected and maintained in such condition so as not to create a hazard.
- *GO 95 Rule 35* governs requirements that vegetation management activities be performed in order to establish necessary and reasonable clearances.
- *GO 95 Rule 38* establishes minimum vertical, horizontal, and radial clearances of wires from other wires.

California Public Resources Code Sections 4294 and 4293. The California Public Resources Code (CPRC) Sections 4292 and 4293 specify requirements related to fire protection and prevention in transmission line corridors. CPRC Section 4292 states that any person that owns, controls, operates, or maintains any electrical transmission or distribution line has primary responsibility for fire pro5.20-2action of such areas, and shall maintain around and adjacent to any pole or tower which supports a switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole, a firebreak which consists of a clearing of not less than 10 feet in each direction from the outer circumference of such a pole or tower (CPRC 4292).

Power Line Fire Prevention Field Guide 2020 Edition. CAL FIRE, the state's three investor-owned utilities (Pacific Gas and Electric [PG&E] Company, Southern California Edison Company, and San Diego Gas and Electric), and other California electric utilities have mutually developed a comprehensive field guide for their personnel. Its purpose is "to provide information and guidance to the personnel of the fire service agencies and electrical operators for minimum uniform application within the areas of their respective jurisdiction and franchise responsibilities." In addition to safety of the public, the guide details fire hazard reduction maintenance procedures for the safety of conductors and certain hardware.

PG&E's Public Safety Power Shutoff Program. The Public Safety Power Shutoff program was developed in cooperation with state utility regulators at the CPUC. A utility shuts off electricity on transmission and distribution lines in fire-prone areas during high fire-risk periods, including:

- Red flag warning declared by the National Weather Service;
- Low humidity levels – generally 20% and below; and/or
- Forecasted sustained winds generally above 25 mph and wind gusts in excess of approximately 45 mph.

5.20.2. Environmental Impacts and Mitigation Measures

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

LESS THAN SIGNIFICANT WITH MITIGATION – CONSTRUCTION. The Project is not near any roads in a very high FHSZ nor is it on evacuation routes. Temporary short-term lane closures of roadway lanes may be required during the 16-month construction period to accommodate delivery of oversized equipment such as BESS enclo-

sures and other large equipment or materials. However, at least one lane of travel would remain open at all times and any closure or disruption would be of limited duration. Traffic control protocols and a project-specific traffic plan would be implemented under mitigation measure MM T-1 (Construction Traffic Control Plan). With incorporation of mitigation, impacts from Project construction would not substantially impact emergency response or evacuation plans.

NO IMPACT – OPERATION AND MAINTENANCE. Once operational, the proposed Project would have no impact on emergency response or evacuation. Occasional maintenance activities would be short-term in duration and would occur within the property. Therefore, maintenance of the proposed Project would not substantially impair an emergency response plan or emergency evacuation plan.

5.20.2.1. Mitigation Measures for Emergency Response

MM T-1 Construction Traffic Control Plan. [see full text in Section 5.17, Transportation/Traffic]

b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

LESS THAN SIGNIFICANT – CONSTRUCTION. The Project would not create any occupied facilities. There are no residences in the vicinity of the Project. The closest residential community is located approximately 0.5 miles from the Project site.

At Project completion, the site would be devoid of vegetation, paved, and surrounded by a ten-foot concrete block wall and a chain link fence. These conditions reduce fire risk to nearby properties. Construction activities have the potential to be a fire ignition source. For example, sparks from welding or from metal striking metal or stone could ignite flammable materials such as packing cardboard or rags. To reduce the fire risk fire suppression equipment (e.g., extinguishers) would be on site. The limited amount of flammable material on site during construction and the barren nature of the site mitigate against the spread of any accidental fire. Furthermore, the City of Santa Clara area is not located in a FHSZ in the CAL FIRE wildland fire hazard map (CAL FIRE, 2022). Impacts from wildfire risk during construction would be less than significant and no mitigation is required.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Both components of the Project, electrical lines and BESS facilities, can start a fire. Electrical lines can start a fire if an object such as a tree limb, kite, or mylar balloon simultaneously contacts the power line conductors and a second object, such as the ground or a portion of the supporting pole. System component failures and accidents during maintenance activities can also cause faults that result in arcing. The Project would install new electrical equipment, which would comply with all current federal and State laws related to vegetation clearance and fire prevention, so as to not exacerbate wildfire risks.

Ameresco would operate and maintain the BESS, which would be designed with a safety system and in accordance with applicable laws, codes, and standards. The system would be designed so that during a fire event, any internal fire is contained within the affected BESS enclosure and would not spread to the other parts of the facility. The batteries would be tested to UL 9540A, a test method intended to document the fire characteristics associated with thermal event or fire and would confirm that the system will self-extinguish without active fire-fighting measures. The results of this test are used to inform facility safety system design and emergency response plans which would be shared with first responders. Impacts from wildfire risk during operation and maintenance would be less than significant and no mitigation is required.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

LESS THAN SIGNIFICANT. The proposed Project includes installation of a new 60 kV power line, approximately 300 feet long, as well as a BESS facility. The Project site is in an urban setting and activities associated with the proposed Project would generally occur within the Project boundaries, and would rely on existing paved roads for access. No fuel breaks would be required. Two on-site fire hydrants, which would be used for emergency water sources, are included as part of the Project. The two new fire hydrants will not exacerbate fire risks and would contribute to reducing the fire risk for the Project and surrounding area. The new 60 kV transmission line would not be within any wildfire risk area.

Once the BESS is energized and interconnected, Ameresco's maintenance and operations group would assume inspection and maintenance duties. Ameresco would comply with all current federal and State laws related to vegetation clearance and fire prevention. No additional fire risk impacts would occur because of operating and maintaining the Project.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

LESS THAN SIGNIFICANT. The proposed Project is located in an urban area with flat topography and low fuel load. During operation and maintenance, Ameresco would comply with all current regulations related to vegetation clearance and fire prevention. Given the fire risk is low and the site is flat with no known historic landslides or slope instability and the limited amount of surface disturbance proposed, the exposure of people or structures to risks as a result of runoff, post fire instability, or drainage changes would be less than significant.

5.21. Corona and Induced Current Effects

5.21.1. Environmental Setting

5.21.1.1. Corona

Corona is one of the phenomena associated with all energized electrical devices, including high voltage transmission lines. The localized electric field near a conductor can be sufficiently concentrated to ionize air close to the conductors. This can result in a partial discharge of electrical energy called a corona discharge, or corona. The corona effect is the physical manifestation of discharged electrical energy into very small amounts of sound, radio noise, heat, and chemical reactions with air components. It is a phenomenon associated with all energized electrical devices but is especially common with high-voltage power lines.

The amount of corona produced by a power line is a function of several factors, including line voltage, conductor diameter, conductor locations in relation to each other, condition of conductors and hardware, and local weather conditions including power line elevation above sea level. Corona typically becomes a design concern for 230 kV and higher power lines that are overhead (i.e., transmission lines on poles or towers). It is less noticeable for lines that are operated at lower voltages (i.e., subtransmission and distribution-sized lines).

The Proposed Project includes a new 60 kV line, and the distribution lines that are a part of the BESS facility would be low and medium voltage. The electric field gradient is greatest at the conductor surface. Larger-diameter conductors have lower electric field gradients at the conductor surface and, therefore, lower corona noise than smaller-diameter conductors. The corona effect would not be a design concern for underground portions of power lines within the BESS facility, regardless of voltage level, because the energized conductors are fully enclosed in a semi-conducting layer within insulated cables that serve to equalize the electrical gradient at the surface of the components.

5.21.1.2. Induced Currents

Electric currents can be induced in metallic objects located within the electric fields created by power lines. An electric current can flow when an object has an induced charge and a path to ground is present. The amount of induced current that can flow is important to evaluate from a safety perspective because of the potential for electrical shocks to people and the possibility of electric arcs that could form across small gaps between conductive surfaces. These arcs can have the secondary effect of igniting flammable materials that may be in the vicinity of the arc. In addition, induced currents are evaluated for their potential to lead to corrosion of metallic objects (such as buried pipelines) from the discharge of the induced current to ground.

From a safety perspective, the National Electrical Safety Code (NESC) specifies that transmission lines be designed to limit short circuit current from vehicles or large objects near the line to no more than 5 milliampere (mA). The NESC also addresses shock hazards to the public by providing guidelines on minimum clearances to be maintained for practical safeguarding of persons during the installation, operation, or maintenance of overhead transmission lines and their associated equipment.

5.21.2. Environmental Impacts and Assessment

Common concerns are with regard to electrical interference with existing and future development in the area. The CEQA Guidelines do not provide significance criteria for evaluating impacts from corona or

induced current effects. Corona and induced current from high voltage power lines can cause environmental impacts through:

- Audible noise
- Radio and television interference
- Computer interference
- Disturbance of cardiac pacemakers
- Ignition of flammable materials
- Corrosion of buried metallic objects

The proposed Project involves replacing the existing substation, by removing two existing transformers and installing three new transformers and associated facilities, and the Project would reconfigure the existing 60 kV line within the substation property. The Project would not change the operating voltages of the existing substation, and circuits operating at 60 kV typically cause noise at levels comparable to the ambient baseline noise levels. The noise environment in the Project area is described in Section 5.13 (Noise). At levels comparable to the ambient baseline, the impact of audible noise from the corona effect would be less than significant.

Although corona can generate high frequency energy that may interfere with broadcast signals or electronic equipment, this is generally not a problem for transmission or lower voltage power lines below 115 kV. Electric fields from power lines do not typically pose interference problems for electronic equipment in businesses or homes since the equipment is shielded by buildings and walls. The Institute of Electrical and Electronic Engineers (IEEE) has published a design guide (IEEE, 1971) that is used to limit conductor surface gradients so as to avoid corona levels that would cause electronic interference. Corona or gap discharges related to high frequency radio and television interference impacts are dependent upon several factors, including the strength of broadcast signals, and are anticipated to be very localized if they occur. Individual sources of adverse radio/television interference impacts can be located and corrected on the power lines. Conversely, magnetic field interference with electronic equipment such as computer monitors can be corrected through the use of software, shielding or changes at the monitor location. As a result, impacts from corona, radio/television interference, and magnetic field interference would be less than significant.

Induced currents and voltages on conducting objects near the proposed power lines would not pose a threat in the environment if the conducting objects are properly grounded. Project construction and operation would be done in accordance with SVP's existing inspection and maintenance program and safety practices. Likewise, induced currents would not increase the risk of fuel ignition in the area.

The electric fields associated with high voltage transmission lines may be of sufficient magnitude to impact operation of a few older model pacemakers resulting in them reverting to an asynchronous pacing (IEEE, 1979). Substantial adverse effects would not occur with prolonged asynchronous pacing; periods of operation in this mode are commonly induced by cardiologists to check pacemaker performance. Therefore, while a transmission line's electric field may impact operation of some older model pacemakers, the result of the interference would be of short duration and is not considered significant or harmful. No mitigation measures would be required or recommended.

5.22. Mandatory Findings of Significance

MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? (*Cumulatively considerable* means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Significance criteria established by CEQA Guidelines, Appendix G.

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

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed Project would be located in the central eastern area of the City of Santa Clara. This Project site is in a highly urbanized area. Vegetation at the site is sparse and all the trees and vegetation on site would be removed. As described in Section 5.4, Biological Resources, there are no special-status plants or animals in the Project area due to the lack of habitat in such a highly urbanized industrial environment. The Project is not expected to result in impacts to habitats that support sensitive species. However, some special-status birds may use the Project vicinity for foraging, although the habitat is marginal and the potential for occurrence of these species is very low. Implementation of mitigation measures MM BIO-1 through MM BIO-3 would reduce these potential impacts to less than significant levels.

Similarly, Section 5.5 (Cultural Resources) and Section 5.18 (Tribal Cultural Resources) show that the Project would have a less than significant impact to important examples of the major periods of California history or prehistory. The records search indicates that no prehistoric cultural resources have been previously identified in the Project area. However, as described in Section 5.5 (Cultural Resources) and Section 5.18 (Tribal Cultural Resources), the proposed Project could have an adverse effect on previously undiscovered cultural or tribal cultural resources. With implementation of mitigation measures MM CR-1, MM CR-2, and MM TCR-1 for unanticipated discoveries of archaeological and historical resources or human remains and mitigation measure MM G-2 for paleontological resources, impacts would be less than significant and the Project would not eliminate important examples of major periods of California history or prehistory.

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

CEQA defines a cumulative impact as an effect that is created as a result of the combination of the proposed Project together with other projects (past, present, or future) causing related impacts. Cumulative impacts of a Project need to be evaluated when the Project's incremental effect is cumulatively considerable and, therefore, potentially significant.

Three planned projects were identified within 0.25 miles of the KRS BESS site. The projects were reviewed to identify whether the Project could contribute to cumulatively significant impacts when evaluated in combination with these projects. The projects were identified from the Planning Department's current project list. These are considered potential cumulative projects whose impacts could combine with those of the KRS BESS Project. They are:

- Lafayette/Bassett Bicycle Lanes Project (Central Expressway to Agnew)
- 960 Central Expressway Project (demolish the existing structures and site improvements to construct three Class "A" speculative buildings totaling up to 890,000 square feet for warehousing and/or data center uses, associated parking, on- and off-site improvements and landscaping)
- 3060 Raymond Street Project (Use Permit to convert a 24,422 s.f. industrial building to a data center with installation of five (5) 2,000 kW backup generators, six (6) cooling towers, equipment yards and on- and off-site improvements)

As discussed in preceding Sections 5.1 through 5.21 any potential impacts of the proposed Project would occur during construction, with few, if any, operational effects. Because the construction-related impacts of the Project would be temporary and localized, they would have the potential to combine with similar impacts of other projects only if they occur at the same time and in close proximity. The cumulative temporary and localized impacts of the construction of the KRS BESS Project are considered by issue area below. While actual construction periods often vary from those initially anticipated, it does not appear that the three identified projects would overlap with the anticipated 2023 beginning of construction at the KRS BESS site. However, applications for other unknown projects may occur and may overlap with the KRS BESS construction period. Because the area is built out, any projects would be reconstruction or construction of replacement land uses on already occupied site. Given the built out nature of the Project vicinity and the capacity of existing thoroughfares, there would be no long-term impacts from the proposed Project that would have the potential to combine with impacts from the Projects listed.

Aesthetics. As described in Section 5.1, views to and from the Project site are limited by existing buildings and vegetation. The viewshed of the proposed Project is an urban setting and continued urbanization is the likely trend for the foreseeable future with little change in its overall visual character. The impacts from the construction of the KRS BESS Project would be minimal because the work would be temporary in nature. The proposed Project represents only a relatively minor incremental change in cumulative conditions given the urban nature of the location. Therefore, the Project's visual effects are less than significant and are not considerable enough to represent a significant cumulative impact.

Agriculture and Forestry Resources. There is no agricultural activity at the site or any of the cumulative project sites. The Project would not contribute to cumulative impacts to agriculture and forestry resources.

Air Quality. Air emissions would occur during construction of the KRS BESS. Emissions would include criteria air pollutants that could contribute to existing or projected violations of the ambient air quality standards for ozone and PM10. Other pollutants resulting from construction activities are accounted for

in emissions inventories for regional air quality maintenance plans and would not impede attainment or maintenance of ambient air quality standards. Foundation excavation and other construction-related activities could potentially expose sensitive receptors to construction-related emissions, including emissions of fugitive dust and DPM, which could expose the receptors to increased health risk and hazards. These would occur only during construction and would be less than significant with implementation of mitigation measure MM AQ-1 (Implement Basic Construction Air Quality Mitigation). Any potential adverse cumulative air quality impacts would be short-term (lasting for the duration of construction) and would not be cumulatively considerable; therefore, the cumulative impact would be less than significant. The operation and maintenance emissions (e.g., limited vehicle use) would be less than the emissions during construction activities and also less than the significance thresholds.

Concurrent construction of other projects in close proximity to the proposed Project would result in increased local air quality impacts for the duration of simultaneous construction activities. However, simultaneous construction projects would also need to comply with BAAQMD rules and regulations regarding criteria pollutants. Any potential adverse cumulative air quality impacts would be short-term (lasting for the duration of construction) and would not be cumulatively considerable; therefore, the cumulative impact would be less than significant.

Biological Resources. The proposed Project and the cumulative projects are located within an urbanized area and near busy roadways. Due to the highly disturbed landscape, no habitat for special-status plant or wildlife species remains on the proposed Project site. Therefore, construction and operation and maintenance of the proposed Project would have no impacts to special-status plants or their habitat. The disturbed habitat conditions in the northeast area of the City of Santa Clara have limited wildlife habitat value. There is the potential for birds to nest in nearby trees during nesting season. Mitigation measures MM BIO-1 (Biological Monitoring), MM BIO-2 (Worker Environmental Awareness Training), and MM BIO-3 (Preconstruction Nesting Bird Surveys and Nest Protection) would ensure the impacts to nesting birds are less than significant. Some special-status birds may use the vicinity of the Project site for foraging, but the habitat is marginal and the potential for occurrence of these species is very low. Trees that are proposed to be removed as part of the Project would be replaced at the discretion of the City Arborist. The Project would not represent a significant contribution to cumulative impacts. Given the built-up nature of the City, other cumulative projects in the vicinity have limited biological resources. Impacts to biological resources during operation and maintenance of the KRS BESS would less than significant, therefore, no contribution to cumulative impacts would occur.

Cultural Resources. There are no known historical or unique archaeological resources identified within the proposed Project area; however, previously unknown buried historical resources or human remains could be discovered and damaged, or destroyed, during ground disturbing work. Short-term construction activities and operation and maintenance activities would not significantly affect any unknown cultural or paleontological resources or human remains with the implementation of mitigation measures MM CR-1 (Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources) and MM CR-3 (Treatment of Human Remains), as discussed in Section 5.5, Cultural Resources. No cultural resources would be affected during Project construction or during operation of the Project, and no contribution to cumulative impacts would occur.

Energy. The objectives of the proposed Project are to increase the reliability and flexibility of SVPs electrical grid and to help solve California's "duck curve" power production problem. The proposed Project would achieve these objectives by utilizing the BESS to store energy. Equipment used during construction would comply with mandated efficiency standards, and there would be no wasteful, inefficient, or unnecessary consumption of energy resources. The operation and maintenance activities would be minimal and would not involve wasteful, inefficient, or unnecessary consumption or use of energy resources.

The energy being stored by the BESS would be delivered to the BESS from the mix of renewable and fossil fuel powered generation resources available at the time of charging. This energy would be discharged during periods of high demand, when fossil fuel resources are most likely to be called upon. As a result, the energy discharged by the BESS would be likely to displace the use of fossil fuel resources during periods of high demand. The proposed Project would not conflict with any state or local plan for prioritizing renewable energy or energy efficiency, and there would be no considerable contribution to a cumulative impact associated with energy.

Geology and Soils. As discussed in Section 5.7, the proposed Project would be located in an area mapped as likely to experience strong ground shaking, including ground shaking that could result in liquefaction-related phenomena and erosion. Projects in the vicinity of the Kifer BESS Project would also be located in areas mapped as likely to experience strong ground shaking potentially combining to expose people or structures to potential significant cumulative impacts. All construction would be required to comply with building code standards that take into account effects of seismic events. For the proposed Project, implementation of mitigation measure MM G-1 (Conduct Geotechnical Investigations), which would ensure that Project design would reduce the potential for geologic and seismic hazards, such as liquefaction and expansive soils. The Project would not increase potential risks associated with seismic events or other geologic hazards. Short-term construction impacts to soils, including unstable soils, have the potential to occur; however, final geotechnical recommendations would reduce the impacts to a less than significant level and the proposed Project impacts are not considerable enough to represent a significant cumulative impact. Adherence to similar design and engineering standards, which are applicable to the identified cumulative projects, ensure that their cumulative impacts to geology and soils would also be less than significant.

There is a limited potential for paleontological resources to occur on the site. Mitigation measure MM G-2 (Work Training and Management of Unanticipated Discoveries of Paleontological Resources) would ensure any potential impacts are less than significant and would not contribute to a cumulatively considerable impact.

Greenhouse Gas Emissions. Because the direct environmental effect of GHG emissions is to influence global climate change, GHG emissions are by their nature inherently a cumulative concern with a cumulatively global scope. Project-specific GHG emissions would occur from the burning of fuels required by construction equipment and vehicles during construction activities. Primary GHG emissions during construction are associated with CO_2 from the combustion of gasoline and diesel fuel in equipment and vehicles. CH_4 and N_2O are also emitted from fuel combustion but at rates of less than 1 percent of the mass of CO_2 combustion emissions. Construction-related emissions would be distributed over 16 months. These estimated levels would not exceed the threshold level of 25,000 metric tons per year for annual mandatory reporting of GHGs.

GHG emissions from operation and maintenance would be minimal, as the KRS BESS would require only infrequent maintenance. The minor quantity of GHG emissions created during construction and for operation and maintenance would not be a cumulatively considerable impact.

Hazards and Hazardous Materials. The use of hazardous materials for the Project would be minimal during construction and operation. Hazardous materials would be stored and used in compliance with applicable regulations. The Project would not result in an increase in usage of hazardous materials. Impacts from routine use, transportation, disposal, and accidental spillage of hazardous materials would be reduced to a less than significant level with implementation of mitigation measure MM HM-1 (Hazardous Substance Control and Emergency Response) discussed in Section 5.9, Hazards and Hazardous Materials; no contribution to cumulative impacts would occur.

Hydrology and Water Quality. The Project would not change existing drainage patterns at the site, which is covered primarily with impervious surfaces. The proposed Project would require minimal water for dust control and concrete during construction. Dewatering during foundation excavation for poles is possible, but not anticipated. In the event that dewatering is necessary, the water would be pumped out and treated and encountered groundwater would be tested to meet requirements set by the Regional Water Quality Control Board (RWQCB). Implementation of Mitigation measures MM HYD-1 (SWPPP or Erosion Control Plan Development and Implementation) and MM HM-1 (Hazardous Substance Control and Emergency Response) would ensure that erosion, sedimentation, or an accidently spill would not significantly affect water quality. With implementation of this mitigation, the Project's hydrology and water quality impacts are less than significant and are not considerable enough to represent a significant cumulative impact.

Land Use. The proposed Project is consistent with local zoning. The Project would construct a compatible use within an existing utility-owned site. In addition, the proposed Project, as well as the cumulative projects, are required to minimize any impacts to state and federally listed species and/or habitats through compliance with CEQA, the federal ESA, the CESA, and/or applicable local habitat conservation plans. The Project would, therefore, not conflict with applicable land use policies and regulations and would not contribute to cumulative impacts to land use.

Mineral Resources. No commercial mineral resources are known to exist within the proposed Project site or vicinity. Therefore, the proposed Project would not result in the loss of availability of a known mineral resource. The Project would not contribute to potential cumulative impacts that may result in the loss of mineral resources.

Noise. The proposed Project is not expected to contribute to a long-term cumulative impact on ambient noise levels in the area. Noise from construction activities would be audible to nearby office buildings, but construction would be limited to daytime hours and would be short-term. There are no sensitive receptors within one half mile of the Project. It is assumed that the cumulative projects would also be constructed during daytime. There would be a limited potential for the Projects to have overlapping construction schedules for an extended duration that could result in substantial levels of combined construction noise. They are not in close proximity to the KRS BESS site such that noise from one project would combine with that of another project to create a nuisance. These projects are not likely to combine with noise generated from the construction of the KRS BESS Project to create significant adverse effects since noise reduces rapidly with distance.

Population and Housing. The proposed Project would not result in impacts to population and housing. During its construction, the Project would provide short-term jobs for a small workforce. Construction workers would be contracted workers from the region. These jobs are not anticipated to result in workers relocating to the area. The Project would not displace any existing housing or people. The proposed Project, combined with the cumulative projects will have the potential to increase the population in the area due to increased job or housing opportunities. The proposed Project itself can facilitate future planned growth by ensuring a reliable and flexible electricity grid in the area. While the development of these properties may induce some population growth, this has already been accounted for through the General Plan for the City of Santa Clara. The KRS BESS Project is proposed to increase system reliability and to serve planned growth in the area. The project's population and housing impacts would be less than significant and are not considerable enough to represent a significant cumulative impact.

Public Services. The proposed Project would not interrupt fire or police protection services, schools, access to public parks, or other public facilities nor would it require the construction of new public service facilities. The completion of the Projects in the vicinity may have the potential to also increase the demand for public services and public facilities, including schools, parks, and fire and police protection. However,

impacts from the KRS BESS Project on public services would be incremental and would not contribute to a cumulatively significant impact.

Recreation. Although some workers may use nearby park facilities during Project construction; increased use would be minimal and temporary and would not contribute substantially to the physical deterioration of existing facilities. The cumulative projects also have the potential to increase use of park facilities, but the increased use would also be minimal. The projects would have less than significant effects on recreation and would not contribute to cumulative effects associated with other projects.

Transportation and Traffic. Construction of the proposed Project would have the potential for temporary impacts to traffic volumes, road hazards, and emergency access. Use of local roads for transport of construction equipment and construction personnel would increase traffic slightly but would be temporary and short-term and would not exceed existing capacities. Impacts due to traffic and temporary lane closures as a result of the construction of the proposed Project would be reduced to a less than significant level with implementation of mitigation measure MM T-1 (Construction Traffic Control Plan) discussed in Section 5.17, Transportation and Traffic. Impacts from the proposed Project, combined with construction of the cumulative projects would have the potential to cumulatively impact transportation and traffic in the surrounding area; however, the construction schedules of the Projects and that of the proposed Project would be variable. The potential for the planned and current projects in the vicinity to require lane closures simultaneously would be a remote possibility and would be limited in duration and location. Adherence to mitigation measure MM T-1 (Construction Traffic Control Plan) would ensure that the proposed Project's cumulative impacts to traffic and transportation would be incremental, short-term, and less than significant.

Tribal Cultural Resources. There are no known Tribal Cultural Resources (TCRs) listed in, or are known to be eligible for listing in, the California Register of Historical Resources (CRHR) or local register of historical resources within the proposed Project site or surrounding area. However, it is possible that previously unidentified TCRs that may be eligible for inclusion in the CRHR or local registers could be discovered and damaged, or destroyed, during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of mitigation measure MM TCR-1 (Management of Unanticipated Tribal Cultural Resources), discussed in Section 5.18 (Tribal Cultural Resources), would ensure evaluation and protection of unanticipated TCR discoveries. Adherence to this mitigation measure would ensure that no tribal cultural resources would be affected during Project construction or during operation of the Project, and no contribution to cumulative impacts would occur.

Utilities and Service Systems. The construction of the proposed Project would temporarily require a minimal water supply and would potentially generate wastewater that would be appropriately treated. Construction would require the disposal of a less than significant amount of all types of waste. No expanded utility facilities or services would be needed for the Project and use and disposal of all water and waste products would comply with all applicable laws and regulations. Operation and maintenance of the KRS BESS Project would not require extensive water consumption, as stated in Section 5.19. Therefore, a less than significant contribution to cumulative impacts to utilities and service systems would occur.

Corona and Induced Current Effects. None of the planned or current projects in the vicinity of the proposed Project would be sensitive to corona or induced current effects. The proposed Project will not contribute to a cumulative impact to corona and induced current effects.

c. Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed Project would not substantially adversely affect human beings directly or indirectly. The Initial Study identified no environmental effects that would

cause substantial adverse effects on human beings. Adverse effects would be mitigated by implementation of mitigation measures and, in most instances, would be short-term construction impacts. Each type of impact with the potential to cause substantial adverse effects on human beings has been evaluated, and this Initial Study concludes that all of these potential impacts are either less than significant or can be mitigated to a less than significant level with the implementation of measures presented herein. (See Section 6, Mitigation Monitoring and Reporting Program, for a complete listing of the mitigation measures.) Therefore, the proposed Project does not involve any activities, either during construction or operation, which would cause significant adverse effects on human beings that cannot be readily mitigated to a less than significant level. The proposed operation and maintenance activities would be the similar to current operation and maintenance practices for similar facilities, which have minimal impacts on human beings. The potential beneficial effects of the Project include improving the reliability and flexibility of the existing transmission system in the City of Santa Clara.

6. MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) will be used by the City of Santa Clara and SVP to ensure that the mitigation measures adopted as a condition of project approval are implemented. The MMRP is consistent with CEQA Guidelines (Sections 15074(d), 15091(d), and 15097) for the implementation of mitigation.

SVP will be responsible for monitoring the implementation of the mitigation measures presented in Table 6-1). SVP will designate specific personnel to implement and document all aspects of the MMRP. SVP will ensure that the designated personnel have authority to enforce mitigation requirements and will be capable of terminating Project construction activities found to be inconsistent with mitigation objectives. Additionally, SVP will be responsible for ensuring that construction personnel understand their responsibility to adhere to the MMRP requirements and other contractual requirements related to the implementation of mitigation.

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Air Quality			
Construction-Phase Air Quality	**MM AQ-1.** Implement Basic Construction Air Quality Mitigation The Project shall ensure that basic construction emissions control measures are implemented as "Best Management Practices," as follows: ▪ All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, and graded areas) shall be watered two times per day. ▪ All haul trucks transporting soil, sand, or other loose material off-site shall be covered. ▪ All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. ▪ All areas to be paved shall be completed as soon as possible. Foundation pads shall be laid as soon as possible after grading. ▪ Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage regarding idling shall be provided for construction workers at all access points. ▪ All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. ▪ Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Emissions from construction equipment exhaust are reduced	During construction
Biological Resources			
Nesting Birds	**MM BIO-1.** Biological Monitoring. A qualified biologist will be assigned to the Project and will monitor the Project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped individual. The qualified biologist or bio-logical monitor shall have the authority and responsibility to halt any project activities that are not in compliance with applicable mitigation measures, permit con-	Monitor implementation of specified biological monitor activities	Prior to and during construction

Table 6-1. Mitigation Monitoring Plan

	ditions, or other Project requirements, or will have an unauthorized adverse effect on biological resources.		
Nesting Birds	**MM BIO-2.** Worker Environmental Awareness Training. Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially affected by site work (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., mitigation measures and applicable laws and regulations).	Review and attend construction employee education program and monitor training implementation	Prior to construction
Nesting Birds	**MM BIO-3.** Preconstruction Nesting Bird Surveys and Nest Protection. During the nesting season (February 1 to August 31), preconstruction nesting bird surveys shall be conducted on the site and vicinity by a qualified biologist no more than 7 days before any work activities are performed. A Preconstruction nesting bird survey shall also be required prior to any vegetation removal or trimming that occurs during the nesting season. Surveyors will search for all potential nest types (e.g., ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, Silicon Valley Power's biological monitor will determine if there is need for a buffer or shield to minimize disturbance of the nest. Upon this determination and execution of any required minimization action, work may proceed. The extent of mitigation will be based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity. If there is a period of 7 or more days during nesting season in which construction does not occur, a new survey shall be undertaken to determine if any nests have been established. In the unlikely event a special-status or listed species is found nesting nearby, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.	Ensure preconstruction bird nesting surveys are conducted and monitor for significant disturbance to birds if nests are identified	No more than 7 days before planned construction work
Cultural Resources			
Unanticipated Discoveries of Historical Resources or Unique Archaeological Resources	**MM CR-1.** Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. SVP shall conduct a worker environmental awareness program (WEAP) for Project personnel who, during the course of Project work, might encounter or alter historical resources or important/unique archaeological materials. This program may be combined with any similar required program, such as for biological resources. The WEAP may include a kickoff tailgate session that describes	Review and attend worker environmental awareness program; Monitor implementation of unanticipated discovery protocols	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

	how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during Project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies. If previously unidentified cultural resources are identified during construction, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.		
Unanticipated Discoveries of Human Remains	**MM CR-2.** Treatment of Human Remains. Any human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner of the site is to be called and informed of the discovery. If the remains are located on federal lands, federal land managers, federal law enforcement, and the federal archaeologist must be informed as well, due to complementary jurisdiction issues. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/ historic or of modern origin and if there are any criminal or jurisdictional questions. After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.	Monitor implementation of human remain discovery protocols	During construction

Table 6-1. Mitigation Monitoring Plan

	The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC. According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).		
Geology and Soils			
Geologic and Seismic Hazards	**MM G-1.** Conduct Geotechnical Investigations. Because seismically induced liquefaction-related ground failure has the potential to damage or destroy Project components, design-level geotechnical investigation for the Project shall be performed by SVP and shall include investigations designed to assess the potential for geologic and seismic hazards, and specifically include evaluation of potential for liquefaction and expansive soils to affect the BESS system components and the 60 kV line at the Project site. Where liquefaction or expansive soils hazards are found to exist/verified, appropriate engineering design and construction measures shall be incorporated into the Project designs as deemed appropriate by the Project engineer. Finalized Project design incorporating geotechnical recommendations shall be submitted to the City 60 days prior to Project construction.	Ensure a design-level geotechnical investigation is performed	At least 60 days before final Project design
Unanticipated Discoveries of Paleontological Resources	**MM G-2.** Worker Training and Management of Paleontological Resources. A paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. The qualified professional paleontologist shall prepare a Paleontological Worker Environmental Awareness Program (WEAP), and training shall be provided for all staff who will be onsite during excavations. The WEAP shall show what local Pleistocene fossils look like in general, where they may appear in the Project, and how to proceed should material suspected to be a fossil is encountered. The qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the Project area that meets the	Review Paleontological Resource Monitoring Program; Monitor implementation of Program	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

	standards set forth by the Society of Vertebrate Paleontology (2010). This PRMP shall include: ▪ A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. The Paleontologist shall determine a suitable monitoring schedule based on construction activities and anticipated depth of ground disturbance. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy. ▪ A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. ▪ A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.		
Hazards and Hazardous Materials			
Hazardous Substances Control	**MM HM 1.** Hazardous Substance Control and Emergency Response. SVP shall implement its hazardous substance control and emergency response. procedures as needed. These procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of Project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable. No known soil contamination was identified within the Project area, however historic groundwater contamination has occurred at the site and at upgradient sites (SWRCB, 2023b though f). In the event that soils, or groundwater suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed/encountered during site grading or excavation activ-	Collect and analyze soil samples and, if contamination is discovered, ensure that construction activities are conducted according to SVP's hazardous substance control and emergency response procedures	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

	ities or dewatering activities, the excavated soil and/or extracted groundwater shall be tested and, if contaminated above hazardous waste levels, shall be contained and either treated or disposed of at a licensed waste facility. The presence of known or suspected contaminated soil or groundwater shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations. All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following: ▪ Proper disposal of potentially contaminated soils. ▪ Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources. ▪ Emergency response and reporting procedures to address hazardous material spills. ▪ Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division. SVP shall complete its Emergency Action Plan Form as part of Project tailboard meetings. The purpose of the form is to gather emergency contact numbers, identify first aid locations and provide other tailboard safety information.		
Asbestos and Lead Testing and Removal	**MM HM-2.** Asbestos and Lead Based Paint Testing and Removal. The Project would implement the following measures to reduce impacts due to the presence of unknown ACMs and/or LBP in the structure to be demolished: ▪ In conformance with State and local laws, a visual inspection/predemolition survey, and sampling and testing, shall be conducted prior to the demolition of the on-site building to determine the presence of asbestos-containing materials and/or lead-based paint, and to determine appropriate handling and disposal requirements. ▪ Prior to demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations (CCR) 1523.1. Employee	Sample and test the on-site building. if asbestos and/or lead is discovered, ensure that demolition activities are conducted according to the outlined procedures.	Prior to construction and during demolition

Table 6-1. Mitigation Monitoring Plan

	training, employee air monitoring, and dust control shall be conducted during demolition also in accordance with this Standard. Any debris or soil containing lead-based paint or coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed. ▪ All potentially friable ACMs shall be removed in accordance with NESGAP guidelines prior to any building demolition or renovation that may disturb the materials. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos. ▪ A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above. ▪ Materials containing more than one percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements.		
Hydrology and Water Quality			
Water Quality	**MM HYD-1.** SWPPP or Erosion Control Plan Development and Implementation. Following Project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge. The Project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils. Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or	Ensure a SWPPP is prepared and implemented, or if a SWPPP is not required, ensure that an erosion control plan is developed and implemented to minimize construction impacts on surface water and groundwater quality	Prior to and during construction

Table 6-1. Mitigation Monitoring Plan

	wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB. A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.		
Traffic/Transportation			
Traffic Control	**MM T-1.** Construction Traffic Control Plan. Prior to the start of construction, Ameresco shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. Ameresco shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to: ▪ Identification of any routes that would require lane closures or detours to accommodate material and equipment deliveries and methods to ensure safety. ▪ Avoidance of peak travel hours (8:00 10:00 a.m. and 4:00 6:00 p.m.) to the maximum extent feasible. ▪ Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by Ameresco of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles. ▪ Plans to coordinate in advance with property owners, if any, that may have limited access to properties.	Ensure that a Construction Traffic Control Plan is submitted by Ameresco and approved by the City of Santa Clara	Prior to construction

Table 6-1. Mitigation Monitoring Plan

Tribal Cultural Resources			
Unanticipated Tribal Cultural Resources	**MM TCR 1.** Management of Unanticipated Tribal Cultural Resources. During project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, Project reroute or redesign, Project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.	Confirm that all activity in the vicinity of a found subsurface tribal cultural resource is ceased and that an authorized tribal representative is contacted	During construction

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8. COMMENTS AND COMMENT RESPONSES

This section presents responses to the comment received during the public review period for the Mitigated Negative Declaration. SVP notified various State agencies, tribes, and the public of the intent to adopt the Mitigated Negative Declaration and received one comment.

The one comment received from the Santa Clara Valley Water District is included below. Minor revisions were made to the MND and supporting Initial Study based on the comments.

Comment Letter 1: Santa Clara Valley Water District

From: Colleen Haggerty <CHaggerty@valleywater.org>
Sent: Tuesday, May 16, 2023 4:21 PM
To: Sachin Bajracharya <SBajracharya@SantaClaraCA.gov>
Cc: Matthew Sasaki <MSasaki@valleywater.org>
Subject: SVP Kifer Receiving Station Battery Energy Storage System Project MND -Valley Water File 34950

Hi,

The Santa Clara Valley Water District (Valley Water) has reviewed the Draft Mitigation Negative Declaration (MND) and Initial Study (IS) for the Kifer Receiving Station Battery Energy Storage System (BESS) project located at 3025 Raymond Street in Santa Clara, received on April 27, 2023.

Based on our review, we have the following comments:

1. The discussion of flooding on page 5.10-2 should be updated to note that the Special Flood Hazard Zone AH has a base flood elevation of 32 feet at the site per the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) 06085C0064H, effective May 18, 2009. The discussion does not include the base flood elevation and only notes that the typically the flood depth is 1-3 feet. **1-A**

2. Valley Water records indicate that there are known wells within the project boundary. While Valley Water has records for most wells located in the County, it is always possible that a well exists that is not in Valley Water's records. If previously unknown wells are found on the subject property during development, they must be properly destroyed under permit from Valley water or registered with Valley Water and protected from damage in accordance with Valley Water Ordinance 90-1. **1-B**

3. Valley Water does not have any facilities or right of way within the project boundaries; therefore, in accordance with Valley Water's Water Resources Protection Ordinance, a Valley Water encroachment permit is not required.

If you have any questions regarding the comments please contact Matt Sasaki at (408) 630-3776 or msasaki@valleywater.org and reference Valley Water File 34950.

Thank you,
Colleen Haggerty, PE

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Community Projects Review Unit Santa Clara Valley Water District
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8.1. Response to Santa Clara Valley Water District Comment

Comment 1-A: The commentor for SCVWD notes that the discussion of flooding in the MND should be updated to include the base flood elevation of 32 feet.

The MND has been updated to reflect this comment.

Comment 1-B: The commentor for SCVWD notes that there are no known wells within the project boundary, and provides guidelines for the discovery of a previously unknown well. The commentor also notes that a Valley Water encroachment permit is not required.

This comment has been recorded, no change to the MND is required.

Attachment 2. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Air Quality			
Construction-Phase Air Quality	**MM AQ-1.** Implement Basic Construction Air Quality Mitigation The Project shall ensure that basic construction emissions control measures are implemented as "Best Management Practices," as follows: ▪ All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, and graded areas) shall be watered two times per day. ▪ All haul trucks transporting soil, sand, or other loose material off-site shall be covered. ▪ All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. ▪ All areas to be paved shall be completed as soon as possible. Foundation pads shall be laid as soon as possible after grading. ▪ Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage regarding idling shall be provided for construction workers at all access points. ▪ All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. ▪ Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Emissions from construction equipment exhaust are reduced	During construction
Biological Resources			
Nesting Birds	**MM BIO-1.** Biological Monitoring. A qualified biologist will be assigned to the Project and will monitor the Project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped individual. The qualified biologist or bio-logical monitor shall have the authority and responsibility to halt any project activities that are not in compliance with applicable mitigation measures, permit con-	Monitor implementation of specified biological monitor activities	Prior to and during construction

Attachment 2. Mitigation Monitoring Plan

	ditions, or other Project requirements, or will have an unauthorized adverse effect on biological resources.		
Nesting Birds	**MM BIO-2.** Worker Environmental Awareness Training. Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially affected by site work (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., mitigation measures and applicable laws and regulations).	Review and attend construction employee education program and monitor training implementation	Prior to construction
Nesting Birds	**MM BIO-3.** Preconstruction Nesting Bird Surveys and Nest Protection. During the nesting season (February 1 to August 31), preconstruction nesting bird surveys shall be conducted on the site and vicinity by a qualified biologist no more than 7 days before any work activities are performed. A Preconstruction nesting bird survey shall also be required prior to any vegetation removal or trimming that occurs during the nesting season. Surveyors will search for all potential nest types (e.g., ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, Silicon Valley Power's biological monitor will determine if there is need for a buffer or shield to minimize disturbance of the nest. Upon this determination and execution of any required minimization action, work may proceed. The extent of mitigation will be based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity. If there is a period of 7 or more days during nesting season in which construction does not occur, a new survey shall be undertaken to determine if any nests have been established. In the unlikely event a special-status or listed species is found nesting nearby, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.	Ensure preconstruction bird nesting surveys are conducted and monitor for significant disturbance to birds if nests are identified	No more than 7 days before planned construction work
Cultural Resources			
Unanticipated Discoveries of Historical Resources or Unique Archaeological Resources	**MM CR-1.** Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. SVP shall conduct a worker environmental awareness program (WEAP) for Project personnel who, during the course of Project work, might encounter or alter historical resources or important/unique archaeological materials. This program may be combined with any similar required program, such as for biological resources. The WEAP may include a kickoff tailgate session that describes	Review and attend worker environmental awareness program; Monitor implementation of unanticipated discovery protocols	Prior to construction and during construction

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	how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during Project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies. If previously unidentified cultural resources are identified during construction, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.		
Unanticipated Discoveries of Human Remains	**MM CR-2.** Treatment of Human Remains. Any human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner of the site is to be called and informed of the discovery. If the remains are located on federal lands, federal land managers, federal law enforcement, and the federal archaeologist must be informed as well, due to complementary jurisdiction issues. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/ historic or of modern origin and if there are any criminal or jurisdictional questions. After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.	Monitor implementation of human remain discovery protocols	During construction

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	The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC. According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).		
Geology and Soils			
Geologic and Seismic Hazards	**MM G-1.** Conduct Geotechnical Investigations. Because seismically induced liquefaction-related ground failure has the potential to damage or destroy Project components, design-level geotechnical investigation for the Project shall be performed by SVP and shall include investigations designed to assess the potential for geologic and seismic hazards, and specifically include evaluation of potential for liquefaction and expansive soils to affect the BESS system components and the 60 kV line at the Project site. Where liquefaction or expansive soils hazards are found to exist/verified, appropriate engineering design and construction measures shall be incorporated into the Project designs as deemed appropriate by the Project engineer. Finalized Project design incorporating geotechnical recommendations shall be submitted to the City 60 days prior to Project construction.	Ensure a design-level geotechnical investigation is performed	At least 60 days before final Project design
Unanticipated Discoveries of Paleontological Resources	**MM G-2.** Worker Training and Management of Paleontological Resources. A paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. The qualified professional paleontologist shall prepare a Paleontological Worker Environmental Awareness Program (WEAP), and training shall be provided for all staff who will be onsite during excavations. The WEAP shall show what local Pleistocene fossils look like in general, where they may appear in the Project, and how to proceed should material suspected to be a fossil is encountered. The qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the Project area that meets the	Review Paleontological Resource Monitoring Program; Monitor implementation of Program	Prior to construction and during construction

Attachment 2. Mitigation Monitoring Plan

	standards set forth by the Society of Vertebrate Paleontology (2010). This PRMP shall include: ▪ A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. The Paleontologist shall determine a suitable monitoring schedule based on construction activities and anticipated depth of ground disturbance. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy. ▪ A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. ▪ A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.		
Hazards and Hazardous Materials			
Hazardous Substances Control	**MM HM 1.** Hazardous Substance Control and Emergency Response. SVP shall implement its hazardous substance control and emergency response. procedures as needed. These procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of Project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable. No known soil contamination was identified within the Project area, however historic groundwater contamination has occurred at the site and at upgradient sites (SWRCB, 2023b though f). In the event that soils, or groundwater suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed/encountered during site grading or excavation activ-	Collect and analyze soil samples and, if contamination is discovered, ensure that construction activities are conducted according to SVP's hazardous substance control and emergency response procedures	Prior to construction and during construction

Attachment 2. Mitigation Monitoring Plan

	ities or dewatering activities, the excavated soil and/or extracted groundwater shall be tested and, if contaminated above hazardous waste levels, shall be contained and either treated or disposed of at a licensed waste facility. The presence of known or suspected contaminated soil or groundwater shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations. All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following: ▪ Proper disposal of potentially contaminated soils. ▪ Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources. ▪ Emergency response and reporting procedures to address hazardous material spills. ▪ Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division. SVP shall complete its Emergency Action Plan Form as part of Project tailboard meetings. The purpose of the form is to gather emergency contact numbers, identify first aid locations and provide other tailboard safety information.		
Asbestos and Lead Testing and Removal	**MM HM-2.** Asbestos and Lead Based Paint Testing and Removal. The Project would implement the following measures to reduce impacts due to the presence of unknown ACMs and/or LBP in the structure to be demolished: ▪ In conformance with State and local laws, a visual inspection/predemolition survey, and sampling and testing, shall be conducted prior to the demolition of the on-site building to determine the presence of asbestos-containing materials and/or lead-based paint, and to determine appropriate handling and disposal requirements. ▪ Prior to demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations (CCR) 1523.1. Employee	Sample and test the on-site building. if asbestos and/or lead is discovered, ensure that demolition activities are conducted according to the outlined procedures.	Prior to construction and during demolition

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	training, employee air monitoring, and dust control shall be conducted during demolition also in accordance with this Standard. Any debris or soil containing lead-based paint or coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed. ▪ All potentially friable ACMs shall be removed in accordance with NESGAP guidelines prior to any building demolition or renovation that may disturb the materials. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos. ▪ A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above. ▪ Materials containing more than one percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements.		
Hydrology and Water Quality			
Water Quality	**MM HYD-1.** SWPPP or Erosion Control Plan Development and Implementation. Following Project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge. The Project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils. Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or	Ensure a SWPPP is prepared and implemented, or if a SWPPP is not required, ensure that an erosion control plan is developed and implemented to minimize construction impacts on surface water and groundwater quality	Prior to and during construction

Attachment 2. Mitigation Monitoring Plan

	wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB. A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.		
Traffic/Transportation			
Traffic Control	**MM T-1.** Construction Traffic Control Plan. Prior to the start of construction, Ameresco shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. Ameresco shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to: ▪ Identification of any routes that would require lane closures or detours to accommodate material and equipment deliveries and methods to ensure safety. ▪ Avoidance of peak travel hours (8:00 10:00 a.m. and 4:00 6:00 p.m.) to the maximum extent feasible. ▪ Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by Ameresco of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles. ▪ Plans to coordinate in advance with property owners, if any, that may have limited access to properties.	Ensure that a Construction Traffic Control Plan is submitted by Ameresco and approved by the City of Santa Clara	Prior to construction

Attachment 2. Mitigation Monitoring Plan

Tribal Cultural Resources			
Unanticipated Tribal Cultural Resources	**MM TCR 1.** Management of Unanticipated Tribal Cultural Resources. During project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, Project reroute or redesign, Project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.	Confirm that all activity in the vicinity of a found subsurface tribal cultural resource is ceased and that an authorized tribal representative is contacted	During construction

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE KIFER RECEIVING STATION BATTERY ENERGY STORAGE SYSTEM PROJECT

WHEREAS, the City of Santa Clara ("City") proposes the development of the Kifer Receiving Station Battery Energy Storage System Project adjacent to the existing Kifer Receiving Station ("Project"), which is more fully described in the mitigated negative declaration referenced below;

WHEREAS, the City is the lead agency for the preparation and consideration of environmental documents for the Project, as defined in the California Environmental Quality Act and the State of California Guidelines for the Implementation of the California Environmental Quality Act (collectively, "CEQA");

WHEREAS, pursuant to CEQA, specifically section 15070 of Title 14 of the California Code of Regulations, the City prepared an initial study which identified potentially significant effects on the environment which will be avoided or mitigated through the implementation of the Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program (“MMRP”);

WHEREAS, the City prepared the MND and MMRP and circulated these documents for a 20-day public review period on April 27, 2023, in compliance with the requirements of CEQA;

WHEREAS, during the public review period, the City received comments from the Santa Clara Valley Water District;

WHEREAS, the City prepared a “Responses to Comments” document is included in Section 8 of the MND and addresses all comments raised;

WHEREAS, the City conducted its own independent analysis of the MND and MMRP prior to releasing it for public review and determined that the MND and MMRP were appropriate as there is substantial evidence the Project would not result in any significant environmental impacts;

WHEREAS, the Santa Clara City Council has reviewed and considered the MND, MMRP, the comments received to date and the responses prepared, and the City Council, in reviewing the Project as proposed, intends to take actions on the Project in compliance with CEQA; and

WHEREAS, the MND and the MMRP have been attached to the staff report for this environmental approval and the approval of the Project and, by this reference, are incorporated into this Resolution as if fully set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That based on the whole record before it, the City Council hereby finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less than significant level by the mitigation measures specified in the MND and MMRP and that there is no substantial evidence that the project will have a significant effect on the environment.

3. That the City Council hereby finds that the MND and MMRP is complete, prepared in compliance with CEQA, and represents the independent judgment of the City Council.

4. That the City Council further finds that the MND and MMRP are adequate to serve as the required CEQA environmental documentation for the Project, and hereby adopts the MND and MMRP for the Project.

5. That the City Council hereby designates the Chief Electric Utility Officer of the City of Santa Clara, Silicon Valley Power as the Custodian of Records for the Project, and the Planning Division at City Hall, 881 Martin Avenue, Santa Clara, California, is the location of the documents and other material that constitute the record of proceedings upon which this decision is based.

6. The City Council directs the City Manager or designee to file a notice of determination with the County of Santa Clara and State Clearinghouse.

7. Effective Date. This Resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 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. Mitigated Negative Declaration
2. Mitigation Monitoring and Reporting Program

INTERCONNECTION AGREEMENT
FOR GENERATING OR STORAGE FACILITIES

This Interconnection Agreement for Generating or Storage Facilities ("**Interconnection Agreement**") is by and between Kifer Energy Storage LLC, a Delaware limited liability company ("**Kifer**"), and the City of Santa Clara, California, a chartered California municipal corporation ("**City**" or "**SVP**"), doing business as Silicon Valley Power. SVP and Kifer may be referred to individually as a "**Party**" or collectively as the "**Parties**" or the "**Parties to this Interconnection Agreement**". The Parties agree as follows:

1. SCOPE OF THIS AGREEMENT

1.1 Kifer and SVP agree to abide by the terms and conditions of this Interconnection Agreement, including (a) Exhibit A "Technical Requirements" (attached hereto and incorporated herein by reference) and (b) applicable SVP's Rules and Regulations in effect and as amended from time to time. If and to the extent of any conflict between any provision(s) of this Agreement and any provision(s) of SVP's Rules and Regulations, the provision(s) of the SVP's Rules and Regulations shall control, provided that SVP agrees not to modify SVP's Rules and Regulations following the Effective Date in a manner that imposes requirements on Kifer that are materially more burdensome than requirements imposed generally in the market by other similarly situated distribution and transmission system operators on other utility-scale battery energy storage systems, unless SVP compensates Kifer for Kifer's costs and losses associated with compliance with such modification.

1.2. Kifer agrees that, during the term of the Energy Storage Agreement, it will not sell, or otherwise provide, electricity discharged by its Facility except as provided in the Energy Storage Agreement.

2. DEFINITIONS

2.1. "**CAISO**" means the California Independent System Operator Corporation or any successor entity performing similar functions.

2.2. "**CAISO Grid**" has the same meaning as "**CAISO Controlled Grid**" as defined in the CAISO Tariff.

2.3. "**Delivery Point**" has the meaning set forth in the Energy Storage Agreement.

2.4. "**Distribution System**" means those non-CAISO transmission and distribution facilities owned, controlled, and operated by SVP that are used to provide distribution service to its customers.

2.5. "**Effective Date**" has the meaning in Sectoin16.2.

2.6. "**Electric Service**" has the meaning set forth in SVP's Rules and Regulations.

2.7. "**Energy Storage Agreement**" or "**ESA**" means the Energy Storage Agreement executed between the Parties on _____, 2023 for purchase of energy storage services from the Facility.

2.8. "**Facility**" has meaning set forth in the Energy Storage Agreement.

2.9. "**Force Majeure Event**" or "**Force Majeure**" have the meanings set forth in the Energy Storage Agreement.

2.10. "**Law**" has the meaning set forth in the Energy Storage Agreement.

2.11. "**MSS**" has the same meaning as "**Metered Subsystem**" as defined in the CAISO Tariff.

2.12. "**Premises**" has the same meaning as "**Premises**" in the Site Lease and "**Site**" in the Energy Storage Agreement.

2.13. "**Prudent Operating Practice**" has meaning set forth in the Energy Storage Agreement.

2.14. "**Site Lease**" means that certain Ground Lease between the City of Santa Clara (as Landlord) and Kifer Energy Storage LLC (as Tenant) executed and dated as of _____, 2023.

2.15. "**Scheduling Coordinator**" means, for the purposes of Section 11 of this Interconnection Agreement only, an entity designated by Kifer and certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator" of the CAISO Tariff, as amended from time to time.

2.16. "**SVP's Rules and Regulations**" means the Silicon Valley Power Rules and Regulations available at https://www.siliconvalleypower.com/svp-and-community/rules-and-regulations, and as amended by the Santa Clara City Council from time to time.

2.17. "**System Emergency**" has the meaning set forth in the Energy Storage Agreement.

3. TERM OF AGREEMENT

Subject to the termination provisions of Section 10 hereof, this Interconnection Agreement takes effect on the Effective Date, and shall continue in full force and effect until the date that is the earlier of (1) the twenty-fifth (25th) anniversary of the Commercial Operation Date under the ESA; or (2) the date on which the ESA and the Site Lease have both been terminated or expired.

4. SUCCESSORS AND ASSIGNS

This Interconnection Agreement shall not be assigned, except in the same manner as Article 14 of the Energy Storage Agreement but in no event earlier than the assignment of the Energy Storage Agreement and the Site Lease.

5. PERMITS

Kifer shall obtain and maintain permits or authorizations in accordance with the Energy Storage Agreement and Site Lease. To the extent that future Laws require the Kifer to obtain other permits or authorizations, Kifer shall so comply.

6. INTERCONNECTION

6.1. SVP shall provide Electric Service hereunder for the Facility in accordance with SVP's Rules and Regulations.

6.2. Kifer shall not connect its Facility, or any portion of it, to SVP's electric Distribution System, until SVP approves the interconnections, which approval shall be accomplished in accordance with the Energy Storage Agreement and shall not unreasonably be withheld. City has the right to have representatives present at the initial testing of the Facility, and shall be notified forty-eight (48) hours in advance of said testing.

6.3. Kifer shall receive and deliver energy to and from the Facility at the Delivery Point.

6.4. Following normal operational outages and interruptions, Kifer may not reconnect to SVP's electric Distribution System without notifying SVP.

6.5. Kifer shall not reconnect its Facility to SVP's electric Distribution System if SVP has disconnected Electric Service to the Facility or SVP has notified Kifer that a reasonable possibility exists that reconnection would pose a hazard, all in accordance with Section 8 below.

7. METERING

7.1. Metering requirements for the Facility are set forth in Article 7 of the Energy Storage Agreement and applicable provisions of SVP's Rules and Regulations.

7.2. Meters, which are required for the Facility in accordance with Section 7.1 of the Energy Storage Agreement, shall be provided by SVP and paid for by Kifer. Meter location(s) shall be inspected and approved by SVP prior to meter installation and will be subject to periodic inspections as SVP may require. These Kifer meters shall be subject to SVP's approval and, upon SVP's approval, Kifer shall make them available for inspection at SVP's request. The meter(s) shall have the capability of being read remotely using SVP's remote meter-reading system. If the signal strength of such meter(s) is insufficient, Kifer shall pay for and install equipment to boost the signal as required by SVP.

7.3. If, for any reason, SVP's meter data is not available, upon SVP's written request, Kifer shall reasonably timely share its Facility meter data with SVP for the time period when SVP's meter data is not available. Such data shall be made available in .csv or .xls file format.

7.4. Additional metering requirements are covered in the applicable City rate schedules and SVP's Rules and Regulations.

8. INTERRUPTION

8.1. SVP may interrupt Kifer 60KV breaker and/or other approved methods for any emergency, maintenance or reliability purposes.

8.2. SVP may interrupt Electric Service in accordance with SVP's Rules and Regulations.

8.3. SVP may require Kifer to interrupt or reduce or modify deliveries of charging or discharging energy at the Delivery Point when (a) necessary to construct, install, maintain, repair or inspect SVP equipment ; SVP determines that such interruption is necessary because of System Emergencies, forced outages, Force Majeure, compliance with Prudent Operating Practice; or (c) any directed or ordered by CAISO or other Governmental Authority (as defined in the ESA). SVP may, in its sole discretion,

disconnect the Facility if it appears at any time its operation may endanger SVP employees or may impair the integrity of SVP's electric Distribution System.

8.4. Except during the existence of a System Emergency, SVP shall give Kifer reasonable notice that service may be reduced or interrupted, if possible. If possible, SVP will coordinate with Kifer to schedule the interruption or reduction during periods of least impact to Kifer and SVP.

8.5. SVP service is not guaranteed Electric Service and may be unexpectedly interrupted during unplanned power outages or to address a System Emergency. Kifer equipment may be adversely affected when Electric Service is disrupted for any reason. In case of such damage, SVP shall not be liable to Kifer.

8.6. SVP shall not be obligated pursuant to this Interconnection Agreement to compensate Kifer for any loss of use of the Facility or adverse impacts to equipment during any and all periods of disconnection or interruption of service hereunder, as provided for in SVP's Rules and Regulations.

9. RIGHT OF ACCESS

Consistent with the rights of access allowed to SVP by SVP's Rules and Regulations, , SVP may enter the Premises without prior notice (a) to inspect at all reasonable hours Kifer's protective devices and read or test any meter for the Facility and (b) to disconnect the Facility at any time, without notice, if in SVP's opinion a hazardous condition exists; provided, that SVP will use commercially reasonable efforts to provide advance notice whenever reasonably practicable.

10. DEFAULT AND TERMINATION

10.1. Upon any breach or default hereunder by either Party (collectively, a "Default"), the non-Defaulting Party shall give written notice of such Default to the Defaulting Party. The Defaulting Party shall have thirty (30) days from receipt of the notice to cure such Default; provided if such Default is not reasonably capable of cure within such thirty (30) days, the Defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (90) days from receipt of the notice. If a Default is cured within such time, the Default specified in such notice shall cease to exist. No Default by a Party shall exist to the extent the failure to discharge an obligation (other than the payment of money) is the result of Force Majeure.

If a Default is not cured as provided in Section 10.1, the non-Defaulting Party may terminate this Interconnection Agreement by written notice to the other Party and/or pursue other remedies available under applicable Law.

10.2. In the event of termination of this Interconnection Agreement, Kifer shall permanently disconnect Facility from SVP's electric Distribution System.

11. WHEELING

11.1 Upon any termination of the Energy Services Agreement prior to the expiration or termination of this Interconnection Agreement, and for the remaining term of this Interconnection Agreement, SVP shall provide Kifer, to the extent available, transmission service from the Facility to the CAISO Grid; provided that, (a) Kifer has entered into all necessary agreements such that the Facility can participate in the CAISO markets through a Scheduling Coordinator other than an SVP Scheduling Coordinator; and (b) Kifer has made metering arrangements with the CAISO such that SVP's MSS will not be impacted with settlements associated with the Facility's operation. In the event the foregoing conditions are met, Sections 11.2 through 11.4 shall be applicable to any SVP-provided wheeling service.

11.2 Kifer shall pay for as-available transmission service from the Facility to the CAISO Grid at $1.00/kW-month based on maximum instantaneous demand measured each month between the hours of 3:00 PM through 12:00 AM or between such other hours SVP may later designate in writing based on changed conditions. Notwithstanding the foregoing, this rate shall be superseded and replaced with a City-adopted Electric Service rate schedule applicable to transmission service for battery energy storage facilities.

11.3 SVP may interrupt or curtail as-available transmission service to the extent necessary to address a planned outage, system limitation, or System Emergency affecting the Distribution System in accordance with (a) SVP's Rules or Regulations or applicable CAISO agreements, or (b) if no such rule or regulations or agreements exist, Prudent Operating Practice. SVP shall notify Kifer of any such interruptions, limitations or curtailments of transmission service and promptly restore such as available transmission service in accordance with SVP's Rules or Regulations or applicable CAISO agreements or, if no such rule or regulations or agreements exist therein, Prudent Operating Practice.

11.4 In the event Kifer desires firm wheeling service, Kifer shall submit an application, in a form and content as required by the City, for the purpose of analyzing this service's feasibility and costs, and pay the costs of the City performing such studies. If, based on the study, it is determined that firm wheeling service is feasible, Kifer shall be responsible for all costs of planning, installing, owning, operating, and maintaining any facility upgrades required to provide the firm wheeling service.

12. AMENDMENTS

This Interconnection Agreement may be amended only with the written consent of both Parties.

13. INTEGRATED AGREEMENT

This Interconnection Agreement represents the entire agreement between City and Kifer with respect to the subject matter hereof. No other understanding, agreements, conversations, or otherwise, with any representative of City shall affect or modify any of the terms or obligations of this Interconnection Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

14. NO THIRD-PARTY BENEFICIARY

This Interconnection Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third-party or parties shall have any claim or right of action under this Interconnection Agreement for any cause whatsoever.

15. NOTICES

All notices, including notices of modification as set forth in Exhibit A, to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attn: Chief Electric Utility Officer and
Director of Community Development
1500 Warburton Avenue Santa Clara, California 95050

And to Kifer as addressed in Exhibit B

16. MISCELLANEOUS

16.1 The following provisions of the Energy Services Agreement are hereby incorporated herein in their entirety by this reference, mutatis mutandis, and shall remain effective herein irrespective of any potential termination of the Energy Services Agreement:

Section 1.2	Rules of Interpretation
Article 10	Force Majeure
Article 14	Assignment
Section 15.2	Dispute Resolution
Article 16	Indemnification
Section 19.4	No Agency, Partnership, Joint Venture or Lease
Section 19.5	Severability
Section 19.10	No Recourse
Section 19.13	Further Assurances

16.2 This Interconnection Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and the Parties agree that the signatures on this Interconnection Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties. The Parties acknowledge and accept the terms and conditions of this Interconnection Agreement as evidenced by the following signatures of their duly authorized representatives. The "Effective Date" is the date the final signatory executes the Interconnection Agreement. It is the intent of the Parties that this Interconnection Agreement shall become operative on the Effective Date.

City of Santa Clara,
a chartered California municipal corporation

_____ _____
Jōvan D. Grogan Date
City Manager

Approved as to Form:

_____ _____
Glen R. Googins Date
City Attorney

Interconnection Agreement:
Kifer Energy Storage LLC

_____ _____
Signature Date

_____
Name

_____
Title

_____ _____
Signature Date

_____
Name

_____
Title

EXHIBIT A
TECHNICAL REQUIREMENTS

1. DESIGN STANDARDS

1.1. The Facility, and all portions of it used to provide or distribute electrical and parallel interconnection with SVP's equipment, shall be designed, installed, constructed, operated and maintained in compliance with City Ordinances, City Codes, SVP's Rules and Regulations and SVP's Standard Document 1631 – "Engineering & Operating Requirements for the Interconnection of Generating Facilities" ("SD 1631"), as a guideline SVP-DP-001 "Distributed Generation Protection Requirements" and as identified with the Control Building Design, as amended from time to time.

1.2. At a minimum,\the Facility shall meet all applicable safety and performance standards established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories, as amended from time to time and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

1.3. Kifer's Facility shall at minimum, include, but not be limited to, the following:

1.3.1. Kifer shall have dedicated protection devices (relays, circuit breakers, disconnects, etc.) or other interconnection devices at any location where the Kifer's generation operates in parallel with SVP and shall meet SVP protection/redundancy requirements and the circuit requirements of NEC-2017 Art. 705 Part II for Interactive Inverters;

1.3.2. Kifer's EES shall be indicated by markings or labels [NEC-2017 Art. 706.15(C) and 706.21]; the Kifer's inverter or other interconnection device shall have the following minimum specifications for parallel operation with SVP:

1.3.2.1. Inverter shall detect and isolate from the SVP source in accordance with IEEE 2800 ride-through requirements and other applicable standards;

1.3.2.2. Inverter output shall automatically disconnect from SVP source upon loss of SVP source and not reconnect until SVP source has been restored by SVP NEC-2017 Art. 705.40; and

1.3.2.3. Inverter output distortion shall meet IEEE 519 standards.

2. INSTALLATION AND MAINTENANCE

2.1. Kifer is responsible for installing and maintaining the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws, regulations and codes at Kifer's sole cost and expense. Kifer shall install and operate the Facility in conformance with SVP's Rules and Regulations, SD 1631 and SVP-DP-001. Kifer shall be responsible for installation, operation and maintenance of the Facility in accordance with the ESA.

2.2. Kifer must provide notice to SVP of any material modifications to the Facility and Kifer's interconnection facilities from those set forth in the ESA ("Notice of Modification"). Such modifications are subject to approval by SVP (not to be unreasonably withheld, delayed or conditioned) and may result in changes to the ratings set forth in Exhibit B. Upon approval by SVP, any Notice of Modification and corresponding updates to information sheet shall be considered incorporated into this Agreement upon receipt by SVP.

EXHIBIT B
INFORMATION SHEET

Kifer has installed, or will in the near term, install an electric storage facility ("Facility") which meets all applicable safety and performance standards as set forth in this Agreement.

1.1 Name: _____

1.2 CEC Facility ID No. (If Applicable): _____

1.3 Battery Storage Capacity: _____kW peak_____kWh capacity

1.4 Facility Location: _____

1.5 Facility Contact Number: _____

1.6 Exact Location of Accessible Disconnection:

_____

_____

1.7 Kifer Billing Address and Notice:

Name: _____

Street Address: _____

City, State, Zip Cope: _____

1.8 Billing Contact Number: _____

1.9 SVP Account Number: _____

1.10 Storage:

_____ Isolated Operation; OR

_____ Parallel Connected; OR

_____ N/A

1.11 Intended Use:

_____ Emergency Backup

_____ Peak Shaving

_____ Time of Use Shifting

_____ Other

Silicon Valley Power Approval of Modification (Not Required for New Application)

23-887 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Memorializing the Historical Calculation of Uniform Allowance and Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021 Pursuant to CalPERS Request

BACKGROUND

Historically, the prior Memoranda of Understanding (hereafter, "MOU") between the City of Santa Clara (hereafter, "City") and the Santa Clara Police Officers Association (Unit 2) (hereafter, "Unit 2") have described the uniform allowance and holiday pay for employees in classifications represented by Unit 2. Recently, the California Public Employees' Retirement System (hereafter, "CalPERS") requested historical clarification as to how the Unit 2 uniform allowance and holiday pay were calculated and paid, and that such clarification be memorialized in a resolution.

DISCUSSION

Uniform Allowance:

As noted above, CalPERS requested clarification as to how the uniform allowance was determined in prior MOUs between the City and Unit 2 from 2010 to 2021.

For the 2010-2012 Unit 2 MOU and 2012-2014 Unit 2 MOU, the uniform allowance language was as follows:

> "The amount allocated for uniform allowance will be set by the Association on an annual basis. Payments for uniform allowance will be made bi-weekly after twelve (12) continuous months of City service."

For the 2014-2016 Unit 2 MOU and 2016-2018 Unit 2 MOU, the uniform allowance language was as follows:

> "The amount allocated for uniform allowance will be set by the Association on an annual basis. Payments for uniform allowance will be made bi-weekly after twelve (12) continuous months of City service. In addition, for the 12/14 -12/15 MOU year only, the City will contribute an additional $150 toward represented employees' annual uniform allowance, which additional amount shall not apply to the 12/15-12/16 MOU year, and which amount the parties agree is intended to ensure that all employees shall have obtained the new Department PDU uniform by the end of 2015."

For the 2018-2021 Unit 2 MOU, the uniform allowance language was as follows:

> "The City shall contribute $23.08 bi-weekly per represented employee as a uniform allowance beginning after twelve (12) continuous months of City service."

It should be noted that the current 2021-2025 Unit 2 MOU uniform language clarified that the annual uniform allowance was $600 to be paid on the first 2 bi-weekly pay periods of each month:

> "The City will provide a uniform allowance of $600 per year. Effective the first pay period of calendar year 2022, the uniform allowance will be paid on the first two (2) pay periods of every month."

The uniform allowance since 2010 has been $600 annually (at approximately $23.08 per bi-weekly pay period), with the exception of the "12/14-12/15 MOU year only" where an additional $150 was provided in the annual uniform allowance as described above. Accordingly, the uniform allowance for the "12/14-12/15 MOU year only" was $750 for that year (at approximately $31.41 per bi-weekly pay period.) The current MOU clarified that the annual uniform allowance continues to be $600 and is spread out over 24 bi-weekly pay periods (instead of 26 bi-weekly pay periods) at approximately $25 per bi-weekly pay period.

Holidays:

As noted above, CalPERS requested clarification as to how the holiday pay was determined in prior MOUs between the City and Unit 2 from 2010 to 2021.

The holiday pay language in the 2010-2012 Unit 2 MOU, 2012-2014 Unit 2 MOU, 2014-2016 Unit 2 MOU, 2016-2018 Unit 2 MOU, and 2018-2021 Unit 2 MOU is as follows:

> "The number of hours per year for holiday pay is 104 hours (equivalent to 13 days based on eight (8) hours per day) for all represented employees."

The City's thirteen (13) observed holidays are as follows:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Spring Holiday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving Day
13. Christmas Day

Holiday pay during this time period was 5% of base pay and calculated as follows: (8 hours x 13 days) ÷ 2080 hours = 5%.

It should be noted that holiday pay was increased to 7.5% of base pay (from 5%) for the 2021-2025 Unit 2 MOU.

The Police Officers' Association (Unit 2) has been informed of the CalPERS request and the required resolution included in this report.

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.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution Memorializing the Historical Calculation of Uniform Allowance and Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Resolution Memorializing the Historical Calculation of Uniform Allowance and Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021.

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA MEMORIALIZING THE HISTORICAL CALCULATION OF UNIFORM ALLOWANCE AND HOLIDAY PAY FOR THE SANTA CLARA POLICE OFFICERS ASSOCIATION (UNIT 2)

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested that the City adopt a resolution that memorializes the historical calculation of the uniform allowance and holiday pay for employees represented by the Santa Clara Police Officers Association (Unit 2) from 2010 to 2021.

WHEREAS, the annual uniform allowance language in the Unit 2 Memorandum of Understanding (MOU) during the period 2010 to 2021 was as follows:

A. For the 2010-2012 Unit 2 MOU and 2012-2014 Unit 2 MOU:

"The amount allocated for uniform allowance will be set by the Association on an annual basis. Payments for uniform allowance will be made bi-weekly after twelve (12) continuous months of City service."

B. For the 2014-2016 Unit 2 MOU and 2016-2018 Unit 2 MOU:

"The amount allocated for uniform allowance will be set by the Association on an annual basis. Payments for uniform allowance will be made bi-weekly after twelve (12) continuous months of City service. In addition, for the 12/14 –12/15 MOU year only, the City will contribute an additional $150 toward represented employees' annual uniform allowance, which additional amount shall not apply to the 12/15-12/16 MOU year, and which amount the parties agree is intended to ensure that all employees shall have obtained the new Department PDU uniform by the end of 2015."

C. For the 2018-2021 Unit 2 MOU:

"The City shall contribute $23.08 bi-weekly per represented employee as a uniform allowance beginning after twelve (12) continuous months of City service."

WHEREAS, the holiday pay language in the Unit 2 MOU remained unchanged during the period 2010-2021 and stated, "The number of hours per year for holiday pay is 104 hours (equivalent to 13 days based on eight (8) hours per day) for all represented employees." The

City's thirteen (13) observed holidays are: New Year's Day; Martin Luther King, Jr. Day; President's Day; Spring Holiday; Memorial Day; Independence Day; Labor Day; Admission Day; Columbus Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The above Recitals are true and correct and shall be incorporated herein by reference.
2. The annual uniform allowance for Unit 2 employees has been $600 since 2010 (at approximately $23.08 per bi-weekly pay period), with the exception of the 12/14-12/15 MOU year only where an additional $150 was provided in the annual uniform allowance.
3. Holiday pay for Unit 2 employees was 5% of base pay calculated per the MOU as (8 hours x 13 days) ÷ 2080 hours = 5%.

4. Effective date: This resolution shall be effective DATE, 2023.

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 _____, 2023, 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

23-917 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
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

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The California Department of Alcoholic Beverage Control (ABC) administers the provisions of the Alcoholic Beverage Control Act in a manner that fosters and protects the health, safety, welfare and economic well-being of the people of the State.

In 1995, ABC embarked on a new approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through the Grant Assistance to Local Law Enforcement Program (GAP). The mission of the GAP is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local law enforcement agencies.

Over the past ten years, the Police Department has been awarded $295,836 from ABC GAP funds to curb alcohol-related challenges in the community (Fiscal Year 2014/15, $75,000; Fiscal Year 2015/16, $92,230; Fiscal Year 2016/17, $49,486; Fiscal Year 2017/18, $79,120). The Police Department did not receive a Fiscal Year 2018/19 and 2019/20 award, and hasn't been in a position to take on the added workload a grant requires since the onset of the pandemic due to lower than necessary staffing levels and implementation capacity (e.g. Santa Clara County COVID-19 guidelines).

In addition, ABC awarded the Police Department Significant Achievement Awards associated with grant-related work in Fiscal Years 2015/16 and 2016/17.

DISCUSSION
On July 12, 2023, the Police Department was informed its application for Fiscal Year 2023/24 ABC Alcohol Policing Partnership Grant (APP) funding had been approved in the amount of $75,068.

This award is effective from July 1, 2023 through June 30, 2024 and is intended to fund multiple initiatives to curb alcohol-related challenges in our community. The grant objectives include the

following to address drunk and drugged activity throughout the City:

- Staff attendance at the APP Conference and conduct “train-the-trainer” type education at Field Operations Division briefings
- Disseminate grant and alcohol-related educational messaging via our web and social media platforms
- Conduct enforcement operations, such as Minor Decoy Operations and Shoulder Tap Operations, to reduce the use of false identification to purchase alcohol and deterring adults from purchasing alcohol on an underage person’s behalf
- Facilitate IMPACT Inspection Operations to address licensing and regulatory mandates among ABC licensed retailers
- Organize bicycle/walking patrols around Santa Clara University, in our public parks and waterways
- Partner with ABC agents to conduct saturation patrols at events at Levi’s Stadium among sidewalk vendors, during the Ordinance pilot period, to address unlicensed entities facilitating the sales of alcohol and drugs
    - The cost for ABC agent(s) to conduct saturation patrols is not borne by the ABC grant or Police Department. In the case of this grant objective, law enforcement personnel (e.g., Community Service Officer, Special Event Police Officer or Police Officer) may escort ABC agent(s) on the premises prior to, during and/or following Levi’s Stadium events to conduct routine alcohol/drug enforcement action and address problematic behavior. The associated law enforcement expense will be reimbursed through the ABC grant.

    It should be noted, it is not uncommon for the Police Department to apply for grant(s) to secure equipment, conduct enforcement operations and/or pay for specialized training some of which is directly related to having a venue of this size and visibility in our city. In these cases, the grant will reimburse the police officer’s time to ensure we remain in compliance with Measure J.
- Initiate Preliminary Alcohol Screening device education events on ABC licensed premises
- Host an Alcohol Awareness Presentation to middle and high school students and parents

Staff will also be responsible to fulfill the associated grant requirements, such as monthly performance reports, statistical reporting and invoicing.

During the Council summer break, the Police Department met with ABC representatives regarding this grant and the ability to collaborate to enhance our efforts to enforce ABC licensing and regulatory mandates to combat alcohol-related incidents in our community. This Report to Council is intended to adopt a Resolution accepting the California Department of Alcoholic Beverage Control Grant, authorize the City Manager to execute grant related documents and approve the related budget amendment.

During the Council summer break, the City Manager signed the agreement between ABC and the City of Santa Clara to accept the grant allowing the Police Department to enhance its efforts to enforce ABC licensing and regulatory mandates and combat alcohol-related incidents in our community; this item implements ABC requirements for the adoption of a formal Resolution outlining the terms and conditions of the grant.

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

ABC APP grant funding in the amount of $75,068 will create overtime opportunities for Police Department personnel to address education and enforcement initiatives to mitigate the crime and public nuisance challenges associated with alcoholic beverage outlets. The following FY 2023/24 budget amendment is recommended to recognize and appropriate this grant funding.

Budget Amendment
FY 2023/24

	Current	Increase/ (Decrease)	Revised
Police Operating Grant Trust Fund			
Revenue			
Grant Funding	$0	$75,068	$75,068
Expenditure			
Alcohol Policing Partnership Grant 2023/24	$0	$75,068	$75,068

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Adopt the Resolution accepting the California Department of Alcoholic Beverage Control Grant to be utilized to fund a variety of overtime assignments to curb alcohol-related challenges in our community, and authorizing the City Manager to execute all grant-related documents; and
2. Approve the FY 2023/24 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of $75,068 and establish an Alcohol Policing Grant Partnership Grant appropriation in the amount of $75,068 (**five affirmative Council votes required to appropriate additional revenue**)

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Grant Agreement
2. Grant Agreement Exhibit
3. Resolution

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SCO ID: 2100-23APP44

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-APP44	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of Santa Clara through the Santa Clara Police Department

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$75,068.00 Seventy three thousand sixty nine dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	4
Attachment RFP	RFP Scope of Work	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Santa Clara through the Santa Clara Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE
Jovan D. Grogan	City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

    1. The operation period of the grant is July 1, 2023 through June 30, 2024.

    2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

    3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

    4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

    5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.

2. Conduct at least two (2) Shoulder Tap operations, including participating in the Statewide operation conducted by ABC.

3. Conduct at least six (6) IMPACT operations.

4. Conduct at least fifteen (15) Bicycle/Walking patrols to address drunk & drugged activity throughout the City.

5. Conduct at least seven (7) Saturation Patrols involving sidewalk vendors at Levi's Stadium.

6. Conduct at least one (1) Alcohol Awareness Presentation available to parent(s) of middle & HS students.

7. Conduct at least eight (8) Patrol Briefings.

8. Provide press/social media releases on grant enforcement activities.

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.

10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Santa Clara Police Department
Carolyn McDowell, Senior Mgmt Analyst
601 El Camino Real
Santa Clara, CA 95050
(408) 615-4892
cmcdowell@santaclaraca.gov

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

Santa Clara Police Department
Kenn Lee, Director of Finance
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2344
klee@santaclaraca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (23-APP44) and must not exceed the contract total authorized amount of $75,068.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2023.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2023 and on or before the project termination date, June 30, 2024.

- Revisions to the “Scope of Work” and the “Budget Detail” may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Straight Time	
Senior Management Analyst ($79.54/hour)	$1,909.00
Police Reserve ($75/hour)	$13,500.00
Overtime	
Officer ($131.325/hour)	$36,771.00
Sergeant ($153.03/hour)	$4,285.00
Community Service Officer ($80.58/hours)	$13,603.00
Benefits – n/a	$0.00
TOTAL Personnel	**$70,068.00**
B. Operating Expenses (receipts required)	
Callyo (annual subscription, only during grant term)	$2,500.00
TOTAL Operating	**$2,500.00**
C. Equipment (receipts required, must be purchased by 12/31)	
n/a	$0.00
TOTAL Equipment	**$0.00**
D. Travel Costs	
Hotel, per diem, registrations	$2,500.00
TOTAL Travel	**$2,500.00**
GRANT TOTAL	**$75,068.00**

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. 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 in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses 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 Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully 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, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* 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 awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* 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.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2023, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

STATE OF CALIFORNIA
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET
(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: City of Santa Clara - Police Department

2. Description of Applicant Agency: Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community.

The Santa Clara Police Department (SCPD) has an authorized strength of 232 employees (153 sworn and 79 civilian professionals) for Fiscal Year 2022-2023, with a $84.1 million operating budget. The Department has four Divisions (Field Operations, Investigations, Special Operations and Administrative Services) and oversees the City of Santa Clara's Communications Center which receives and processes emergency and non-emergency medical, police and fire calls for service.

3. Number of licenses in Project Area: 322

4. Tax ID: 946-000426

5. Funds Requested: $ 75,068.00

6. Project Period: July 1, 2023–June 30, 2024

7. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director
Person with Day-To-Day Responsibility for the Project

Name: Carolyn McDowell
Address: 601 El Camino Real Santa Clara, CA 95050
Phone: (408) 615-4892
Email Address: cmcdowell@santaclaraca.gov
Title: Senior Management Analyst

Signature:

B. Sheriff or Chief of Police
Authorizing Official

Name: Patrick Nikolai
Address: 601 El Camino Real Santa Clara, CA 95050
Phone: (408) 615-4894
Email Address: pnikolai@santaclaraca.gov
Title: Chief of Police

Signature:

C. Fiscal or Accounting Official

Name: Kenn Lee
Address: 1500 Warburton Avenue Santa Clara, CA 95050
Phone: (408) 615-2344
Email Address: klee@santaclaraca.gov
Title: Director of Finance

Signature:

D. ABC USE ONLY

SCOPE OF WORK

Summary

The City of Santa Clara has an estimated population of 128,189 with approximately 44,198 households, among its 19.3 square mile footprint in the heart of Silicon Valley.

An estimated 12,000 businesses call Santa Clara home, including high-tech corporate giants, such as Agilent Technologies, Applied Materials, Cisco, Citrix, EMC, Intel, Oracle, NVidia, McAfee and Sun Microsystems. This makes Santa Clara a destination for employment and business travelers.

Meanwhile, community assets, such as the Santa Clara Convention Center, California's Great America Theme Park, Mission College, Santa Clara University, Triton Museum of Art, world-class shopping and Levi's Stadium, makes Santa Clara a destination for enjoyment.

As a result, the Santa Clara Police Department (SCPD) has grown accustomed to handling an influx of people and managing the subsequent traffic, while protecting and serving its residents and business community.

Project Personnel

Sergeant Greg Deger oversees SCPD's Community Response Team and will serve as the liaison to ABC Agents for operations. Carolyn McDowell, Senior Management Analyst, administers SCPD's grants, handles community outreach initiatives and works directly for the Chief of Police.

SCPD has been awarded $295,836 in ABC grant funding from 2012-2019 to curb alcohol-related challenges in our community. On two occasions, ABC recognized our Department with Significant Achievement Awards.

SCPD will communicate the days, times and locations of its operations ahead of time with ABC to allow for potential ABC Agent(s) participation. As sworn peace officers and non-sworn licensing representatives, the Agents are invaluable in addressing alcohol-related crimes in our communities' bars, restaurants, liquor stores, wholesalers and public events. ABC participation helps to measure quantitative and qualitative measures and strengthens the relationship between ABC, alcohol industry members and SCPD.

SCOPE OF WORK

Problem Statement

Santa Clara has several unique factors impacting law enforcement where ABC grant funding would be beneficial:

Santa Clara University (SCU) – In recent years, the undergraduate student body has grown to 6,000 students. The frequency of student turnover creates a unique, constant and demanding dynamic. This challenge has increased in recent years due to the enrollment growth and the expansion of students into residential neighborhoods. Traditionally quiet neighborhoods have been negatively impacted by this transformation.

Neighborhood – University Relations Committee (NURC) - The City established NURC to improve communication with residents, off-campus landlords and students. The meetings include construction updates, pedestrian improvements, code enforcement issues (e.g., citations, warning letters, blue tags, parking permit program), communication with off-campus landlords of high occupancy housing in residential neighborhoods, collaboration between campus officers and SCPD enforcement. Regularly, SCPD responds to disturbance (e.g., loud parties, vandalism, urinating in public) and medical calls. The SCU footprint is also prevalent for citations and arrests for furnishing alcohol to minors, possession of false identification, minors in possession of alcohol and violations to the City's Municipal Code.

Levi's Stadium – Since its opening in August, 2014, this 1,850,000 square foot facility with a seating capacity of 68,500, has been the host to concerts, sports and entertainment events, and is the home to the San Francisco 49ers. As the lead law enforcement agency for Levi's Stadium, SCPD is responsible to manage traffic flow, parking lot incidents, scalpers, gate entry issues, medical emergencies, alcohol-related incidents, disorderly behavior, theft, terrorist threats, dignitary attendance and vandalism in the stadium as well as in the surrounding residential neighborhood.

Daytime and Nighttime Population – An estimated 12,000 businesses call Santa Clara home. Due to the high cost of living, a large majority of the workforce associated with these businesses commute from other communities or make arrangements to stay in the City during the work week (e.g., rent a room/garage/basement/shed, live in a car/RV, stay in a motel). Not only are people living in dangerous spaces, but individuals without the ability to store perishables or prepare a meal are frequenting local bars and restaurants.

Development – Santa Clara is growing at a record pace. Recent development has benefitted the local economy however, there has been a ripple effect on the City's infrastructure. SCPD has been impacted by the population increase with construction noise, traffic and lane closures, general congestion, road safety issues, response pace and quality of life issues. Much of this growth is taking place on the City's Northside, adjacent to the Santa Clara Convention Center, California's Great America Theme Park and Levi's Stadium. This mixed-use district will feature residential, office and retail, as well as an entertainment district with restaurants, bars and outdoor event destinations.

SCOPE OF WORK

Project Description section 1 of 2

SCPD has the following goals directely related to the identified challenges:

• To foster and protect the health, safety, welfare and economic well-being of our residents, visitors and business community, supporting the mission of the Department of Alcoholic Beverage Control;
• To ensure alcoholic beverage license holders meet their licensing requirements and initiate enforcement operations with regulatory mandates in mind; and,
• To become a model to other law enforcement agencies.

The above goals can be achieved through the following education and enforcement strategies during the Fiscal Year 2023-2024 grant cycle:

• Participate in the Grant Assistance Program conference
• Disseminate community messages via the web and social media to include, but not limited to, kick-off Press Release, public service announcements and pre and post operation details
• Utilize patrol briefings to conduct training on alcohol-related issues for sworn personnel
• Conduct Minor Decoy and/or Shoulder Tap operations
• Conduct IMPACT Inspections of ABC Licensed Premises
• Conduct Preliminary Alcohol Screening device screening / education at ABC Licensed Premises known for an increase in alcohol consumption
• Conduct Bicycle / Walking Patrols (e.g., Santa Clara University, public parks, waterways, etc.) to address drunk and drugged activity throughout the City; depending on the location(s) a patrol vehicle may also be utilized for similar saturation patrol activity
• Conduct an Alcohol Awareness Presentation available to parent(s) of middle and high school students
• Engage in regular communication with ABC District staff, and implement a multi-agency approach to the above operations
• Prepare and submit monthly reporting requirements in a timely and thorough fashion

SCPD is requesting $75,068 in grant dollars from the California Department of Alcoholic Beverage Control Grant Assistance Program to fund these initiatives to curb alcohol-related challenges in our community.

SCOPE OF WORK

Project Description section 2 of 2

SCOPE OF WORK

Additional Information

BUDGET DETAIL WORKSHEET

A. Personnel Services

Salaries

	Classification/Positions	Computation	Total Cost
1	Senior Management Analyst	24 hours (2/month) x $79.54	$ 1,909
2	Police Reserve	180 hours x $75	$ 13,500
3			
		SUBTOTAL	$ 15,409

Overtime

	Classification/Positions	Computation	Total Cost
1	Police Officer	280 hours x $131.325	$ 36,771
2	Police Sergeant	28 hours x $153.03	$ 4,285
3	Community Service Officer	144 hours x $80.58	$ 11,604
4			
5			
6			
		SUBTOTAL	$ 52,659

Benefits

	Classification/Positions	Computation	Total Cost
1	City of Santa Clara to absorb costs		
2			
3			
4			
5			
		SUBTOTAL	$ 0

B. Operating Expenses and Equipment

Operating Expenses*

	Description	Computation	Total Cost
1	Callyo (cell phone based wire system)	Annual subscription	$ 4,000
2			
	*maximum of $2,500.00	SUBTOTAL	$ 4,000

Operating Expenses*

	Description	Computation	Total Cost
1	Buy money for operations		$ 500
2			
3			
	*maximum of $2,500.00	SUBTOTAL	$ 500

C. Travel Expenses *

	Description	Computation	Total Cost
1	Registration fee for APP conference	2 x $325	$ 650
2	Lodging, meal per diem, etc.		$ 1,850
3			
4			
	*APP Conference only. All travel cannot exceed current state rates.	SUBTOTAL	$ 2,500

GRAND TOTAL **$ 75,068**

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services			$ 0
B. Operating Expense			$ 0
C. Travel/Registration Fees			$ 0
D. Equipment			$ 0
TOTALS	**$ 0**	**$ 0**	**$ 0**

This form does not become part of the contract but is **required** in the Request for Proposal package.

*Disclaimer—Please complete only if your department will contribute funds.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT.

WHEREAS, the City Council of the City of Santa Clara desires to undertake a certain project designated as ABC Education Initiative and Enforcement Campaign to curb alcohol-related challenges in the community, to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the ABC;

WHEREAS, in accordance with the ABC's GAP requirements, the City Council deems it to be in the best interests of the City to formally accept by resolution the grant funds and to authorize the City Manager to execute grant-related documents.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the funds provided by ABC through its GAP for the purposes of undertaking the ABC Education Initiative and Enforcement Campaign are hereby accepted;
2. That the City Manager of the City of Santa Clara is authorized to execute on behalf of the City the grant contract with ABC, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto, all in final forms approved by the City Attorney.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that

any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None.

23-919 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action on a Request for a Special Permit to Allow for Seasonal Pumpkin Patch and Christmas Tree Sales Events at 2610 El Camino Real from September 16, 2023 through December 24, 2023

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The applicant, Holly Prinz of ABC Tree Farms, LLC, is requesting a Special Permit pursuant to Zoning Code Section 18.60.030 to allow for seasonal Pumpkin Patch and Christmas Tree sales events at a site located at 2610 El Camino Real (the Moonlite Shopping Center). The property is zoned for commercial use (CC - Community Commercial) and includes commercial uses. Neighboring land uses include Saratoga Creek, multi-family residential, and commercial development. The Community Commercial zoning district does not identify outdoor seasonal sales events as a use permitted by right or through issuance of a Use Permit. However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The Pumpkin Patch sales event is proposed to begin on September 16, 2023 and end on October 31, 2023, with set up commencing on September 1, 2023 and the breakdown of the event completed by November 10, 2023. The Christmas Tree sales event will begin on November 18, 2023 and end on December 24, 2023, with set up commencing on November 10, 2023 and the breakdown of the event completed by December 31, 2023. Hours of operation for the Pumpkin Patch will be 10:00 a.m. -9:00 p.m., Sunday through Thursday, and 10:00 a.m.-10:00 p.m., Friday and Saturday. Hours of operation for the Christmas Tree lot will be 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m.-9:30 p.m., Friday and Saturday.

The proposed Pumpkin Patch and Christmas Tree sales events would include temporary tents, children's inflatable entertainment units, a dumpster area, and a storage container. Power will be supplied by Silicon Valley Power. The property is owned by Moonlite Associates LLC, which has provided written authorization for the temporary use.

DISCUSSION
Granting of a Special Permit requires the City Council to make certain findings consistent with City Code Section 18.60.030 (c). The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period and will be subject to conditions which reduce potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public or private nuisance. Operating the temporary events would not impair the integrity or

character of the zoning district since the events will allow the purchase of pumpkins and trees for the surrounding community and supplement commercial onsite business activities. Any possible impacts would also be offset by the benefit to the community from the event. Parking may be temporarily impacted by the proposed use to support the host shopping center. However, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

The Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

Draft Permit and Conditions

The proposed permit would be subject to conditions of approval as follows:

1. Special Permit shall be valid from September 16, 2023 through December 24, 2023; with set-up beginning on September 1, 2023, and breakdown/clean-up to be completed by December 31, 2023, with the following sales allowances:
    a. Pumpkin Patch sales: September 16, 2023 through October 31, 2023;
    b. Christmas Tree sales: November 18, 2023 through December 24, 2023;
2. Pumpkin Patch hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 10:00 a.m.- 10:00 p.m.;
3. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.- 9:30 p.m.;
4. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
5. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
6. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
7. There shall be no “searchlight” beams, streamers, or roof-mounted balloons during the events;
8. Upon conclusion of the Christmas Tree sales events, the parking lot shall be cleaned and returned to its prior condition; and
9. The use shall operate in a manner that does not create a public or private nuisance.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15304(e) (Class 4 - “Minor Alterations to Land”) as it consists of “minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, and sales of Christmas trees, etc.”

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Determine the issuance of the Special Permit to be categorically exempt from formal environmental review pursuant to CEQA Guidelines section 15304(e) (Class 4 - "Minor Alterations to Land"); and
2. Approve the request of a Special Permit to allow for seasonal Pumpkin Patch and Christmas Tree sales events at 2610 El Camino Real from September 16, 2023 through December 24, 2023, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. ABC Tree Farms 2610 El Camino Real Operations Plans
2. Site Plans

Method of Operations Proposed Halloween/Pumpkin Patch
ABC Tree Farms, LLC
Moonlight Center, 2610 El Camino Real, Santa Clara, CA
APN 290-06-020
2023

Proposed Days are September 1, 2023 through November 10, 2023 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from September 16 through October 31, 2023. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Tent permits will be filed with the local Fire Department. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 40' tent with posted signs of Maximum Occupancy of 80 on each side of tent and (1) 20' x 60' tent (consisting of 3 20x20 canopies side by side) with posted signs of Maximum Occupancy of 40 on each side of tent which are all made of Fire Retardant material and with label attached. Tent will be open on all sides. Lighted exit signs will be placed inside the 40' x 40' tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs.

Items that will be available will be pumpkins, inflatable amusements, Halloween Sundries and décor along. Anticipated attendance over the course of 30 days is approximately 2500 people. Our application is similar to the operations we ran in the 2017-2022 seasons.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information please contact my project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

Method of Operations Proposed Christmas Tree Sales
ABC Tree Farms, LLC
Moonlite Center
2610 El Camino Real, Santa Clara, CA
APN 290-06-020
2023

Proposed days of operation are November 10, 2023 through December 31, 2023 for Christmas tree sales which includes several days before and after for lot set up and tear down. Lot will be open to the public from November 18 through December 24, 2023. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:30 PM.

The area will be as diagrammed in the attached Potential Christmas Tree Sales Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 100' tent that will have a posted Maximum Occupancy signs of 180 and is made of flame retardant materials with posted label. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed.

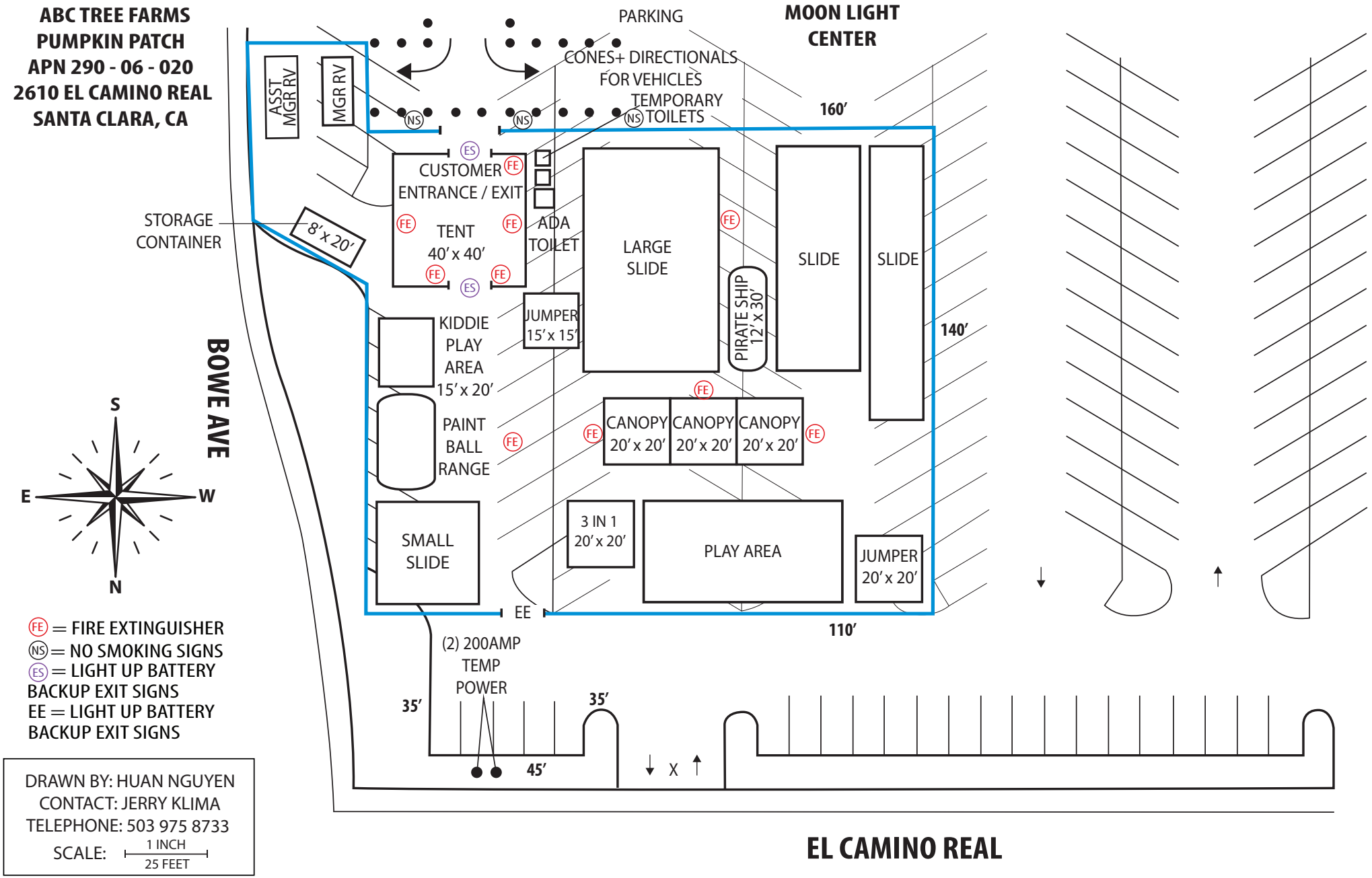
Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families. Our application is similar to the operations we ran in the 2016-2022 seasons.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information, please contact the project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

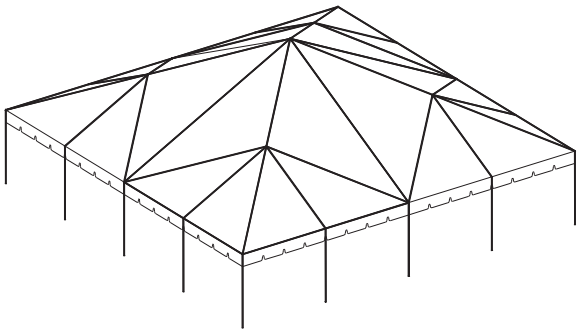
ABC TREE FARMS
PUMPKIN PATCH
APN 290 - 06 - 020
2610 EL CAMINO REAL
SANTA CLARA, CA

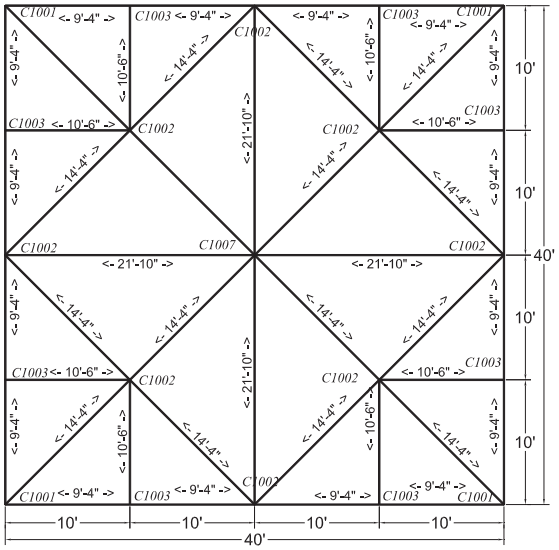


FE = FIRE EXTINGUISHER
NS = NO SMOKING SIGNS
ES = LIGHT UP BATTERY BACKUP EXIT SIGNS
EE = LIGHT UP BATTERY BACKUP EXIT SIGNS

DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 25 FEET

40x40 Frame Tent





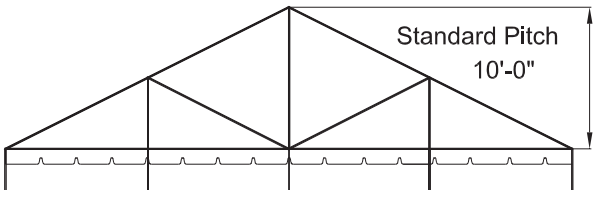
Fittings		
4	Corner	C1001
1	8 Way Crown	C1007
8	Side Tee Joint	C1003
4	6 Way Side Tee	C1002
4	6 Way Hip Joint	C1009
120	Canopy Pins	P102

Poles			Color
4	21'10"	Hip Rafter	Red
16	14'4"	Spreader	Red
8	10'6"	Rafter	Green
16	9'4"	Spreader	White
16	7'8"	Legs	Black

Tops Options
White 13oz. Translucent
White 15oz. Blackout
Colors (Solid or stripe)
Expandable 2 pieces.

Frame Options
2 in. Frame standard
D-Tube Heavy duty

Accessories	
4	Corner Leg Braces
8	Tee Joint Leg Braces
20	Ropes and Stakes (16 Minimum)
160	Feet-Sidewall



Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central

Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central

Certificate of Flame Resistance

REGISTERED APPLICATION CONCERN No.

FA-41501

ISSUED BY
ANZA TENT DESIGN
375 MAPLE AVE
TORRANCE, CA.

Date treated or manufactured

11/2007

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR ABC Seasonal Specialty Supply ADDRESS 2380 Monroe Street

CITY Santa Clara STATE California

Certification is hereby made that: (Check "a" or "b")

☐ (a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used.....Chem. Reg. No.....

Method of application.....

☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used.....Reg. No. FA-41501

The Flame Retardant Process Used Will Not (will or will not) Be Removed by Washing

Armando Gonzalez
Name of Applicator or Production Superintendent

By Jim Choura-President
Title

CONTROL NO._____

CUSTOMER ORDER NO._____

CUSTOMER INVOICE NO._____

YARDS OR QUANTITY_____

COLOR_____

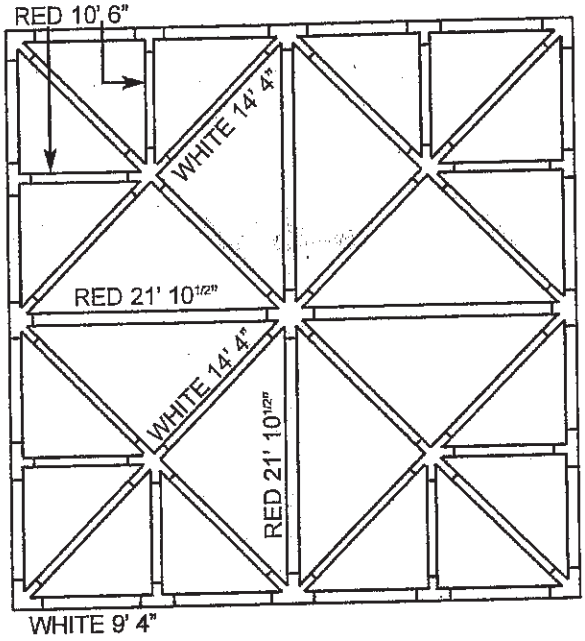
STYLE_____

DATE PROCESSED_____

2- 40'x40' (2pc) 16oz. b/o white frame canopy top

1- 40'x60' (3pc) 16oz. b/o white frame canopy top
with 40'x20' 16oz. b/o white canopy middle

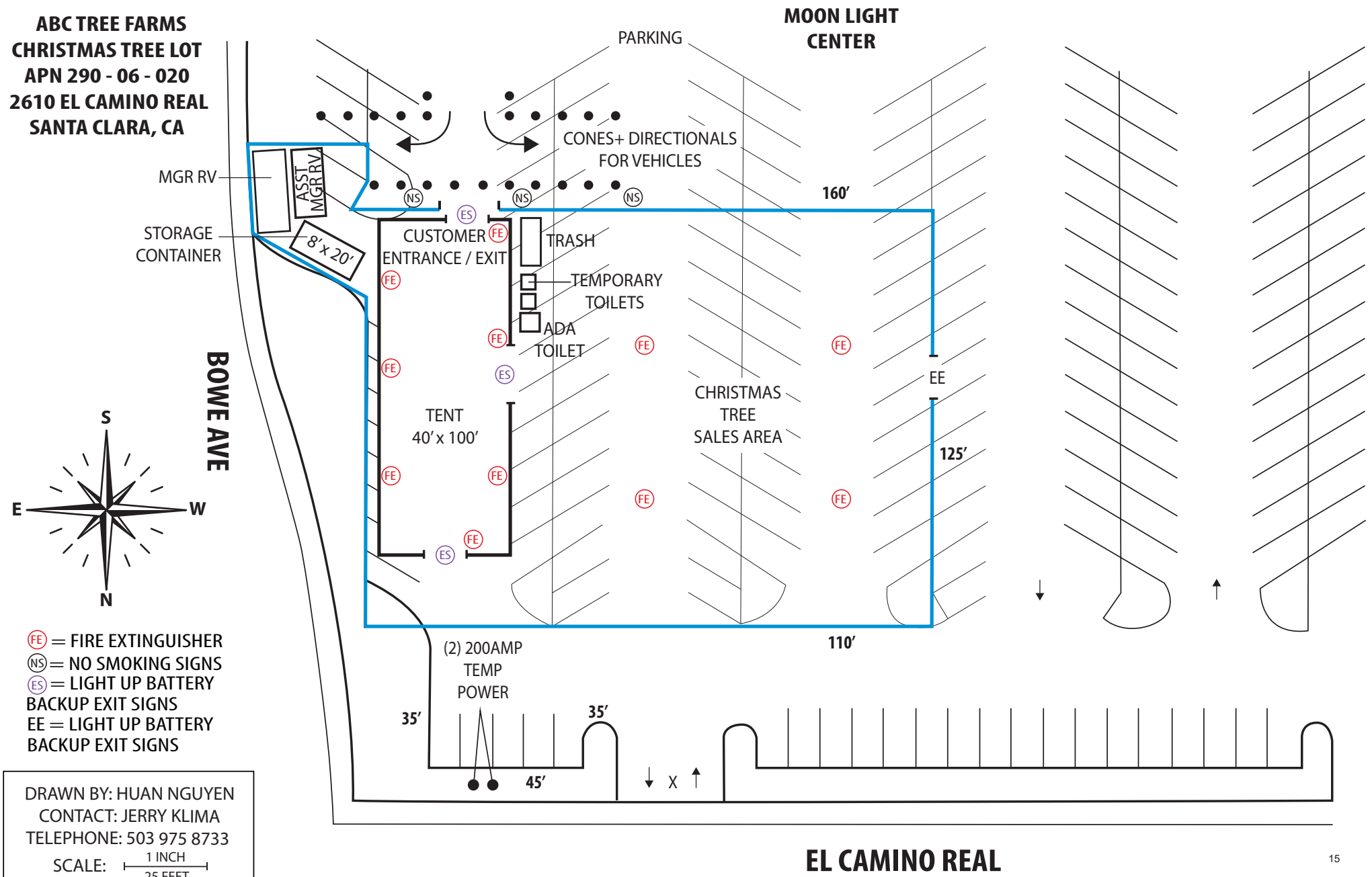
40' x 40' x 8' CANOPY



PARTS LIST

Qty	Pipe	Wt. per	Total	Qty	Fittings	Wt. per	Total	Qty	Accessories	Wt. per	Total
16	7' 8" (Legs)	7 lbs	112lbs	4	Corners	5 lbs	20 lbs	1	40x40 Top	267lbs	267lbs
8	10' 6"(Hip Rafter)	9 lbs	72 lbs	1	8 Way Crown	13 lbs	13 lbs	116	Pins	1/2 lbs	58 lbs
16	14' 4"(Hip Rafter)	13 lbs	208lbs	8	Tee Fittings	6 lbs	48 lbs				
16	9' 4" (Spreader)	8 lbs	128lbs	4	Inter-fittings	6 lbs	24 lbs				
4	21' 10 1/2"(Spreader)	19 lbs	76lbs	4	Special Tee fit.	10 lbs	40 lbs				
										Total Weight:	1066 lbs

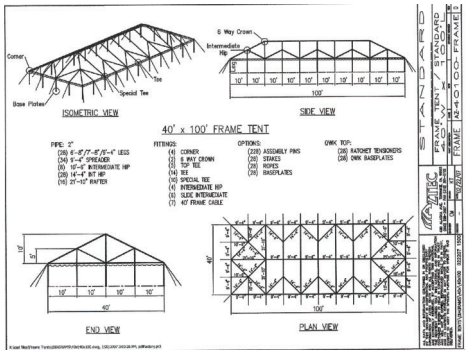
ABC TREE FARMS
CHRISTMAS TREE LOT
APN 290 - 06 - 020
2610 EL CAMINO REAL
SANTA CLARA, CA



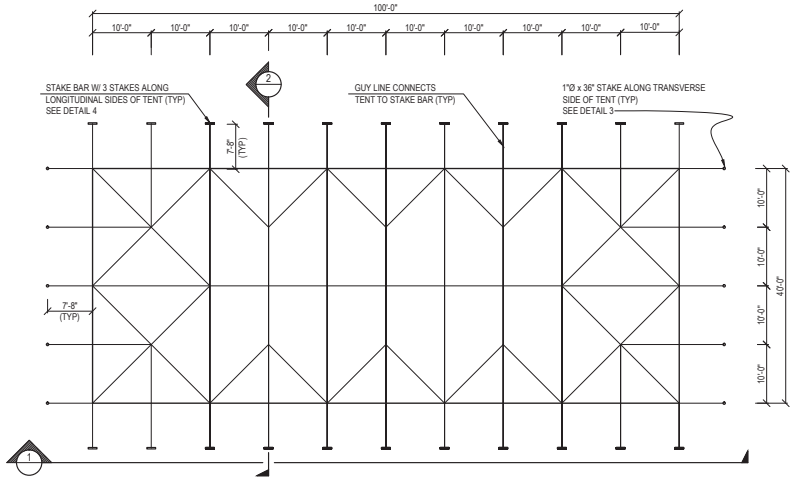
FE = FIRE EXTINGUISHER
NS = NO SMOKING SIGNS
ES = LIGHT UP BATTERY BACKUP EXIT SIGNS
EE = LIGHT UP BATTERY BACKUP EXIT SIGNS

DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 25 FEET

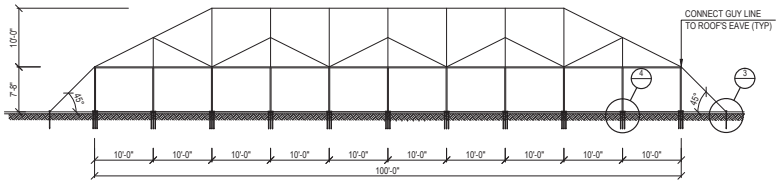
LEGEND	
SINGLE STAKE SEE DETAIL 3	TOTAL NUMBER OF SINGLE-STAKE ANCHORS = 10
STAKE BAR W/ 3 STAKES SEE DETAIL 4	TOTAL NUMBER OF GROUP-STAKE ANCHORS = 22



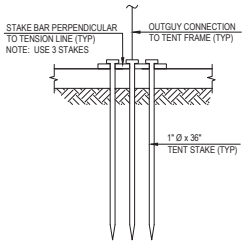
40' x 100' FRAME HIP END TENT
NOT TO SCALE



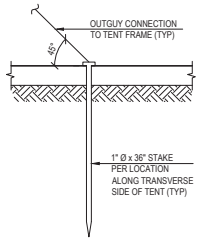
40' x 100' FRAME HIP END TENT
NOT TO SCALE



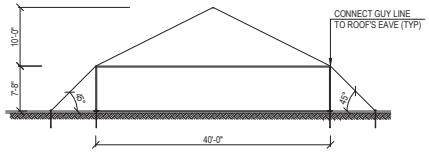
1 LONGITIDUNAL ELEVATION
NOT TO SCALE



4 DETAIL OF GROUP STAKING (TYP)
NOT TO SCALE



3 DETAIL OF SINGLE STAKE (TYP)
NOT TO SCALE



2 TRANSVERSE SECTION
NOT TO SCALE

16

General Notes

40' x 100' FRAME HIP END TENT
2610 EL CAMINO REAL SANTA CLARA, CA 95051

LICENSED PROFESSIONAL ENGINEER
PETER SCOTT GEISSLER
C 44320
EXP. 10/30/23
CIVIL
STATE OF CALIFORNIA

No.	Revision/Issue	Date

Firm Name and Address

GEISSLER ENGINEERING
Civil ⁂ Structural
235 MONTGOMERY STREET SUITE 1011
SAN FRANCISCO, CA 94104
TEL: (415) 760 - 5636

Project Name and Address

40' x 100' HIP END TENT
2610 EL CAMINO REAL
SANTA CLARA, CA 95051

Project	Sheet
E17 - 2343	S1
Date: 10 JUNE 2021	
Scale: NOT TO SCALE	

Peter Geissler, Ph.D., P.E.
Consulting Civil Engineer

WIND LOADING ANALYSIS

40' x 100' AZTEC TENT ANALYSIS

Date: 10th June 2021

Site: 2610 El Camino Real
Santa Clara, CA 95051

Client: Jerry Klima
ABC Tree Farms



Ref: Geissler Engineering Project No. E17 – 2343
Drawings by Geissler Engineering dated 10 June 2021

Building Code: 2019 California Building Code
ASCE 7-10

SCOPE OF WORK

At issue is the anchorage adequacy of the 40' x 100' Aztec Tent Frame.

WIND LOADING ANALYSIS

The Directional Procedure (Sect. 27.1, ASCE 7-10) is used to determine the wind loading pressures and the factored (as per required load combinations) wind loading pressures acting on both structures.

Step 1. – Determine risk category

Risk Category = I (Table 1.5-1, ASCE 7-10)

Step 2. – Determine the basic wind speed

Basic Wind Speed, V = 90 mph (As per local Fire Marshall ordinance)

Step 3. – Determine the wind load parameters

Wind directionality factor, K_d = 0.85 (Table 26.6-1, ASCE 7-10)

Exposure Category = "C" (Sect. 26.7, ASCE 7-10)

Topographic factor, K_{zt} = 1.0 (Sect. 26.8, ASCE 7-10)

Gust Effect Factor, G = 0.85 (Sect. 26.9, ASCE 7-10)

Internal Pressure Coefficient, $GC_{pi} = \pm 0.00$ (Sect. 26.11, ASCE 7-10)

Step 4. – Determine velocity pressure exposure coefficient

The wind velocity pressure exposure coefficient, K_z , varies and is dependent on the height above ground. (Table 27.3-1, ASCE 7-10)

height above ground, **z** (ft)	velocity pressure exposure coefficient, $\mathbf{K_z}$
0 - 15	0.85
20	0.90
25	0.94
30	0.98

K_h is evaluated at the mean roof height. The mean roof height of the tent, h, and K_h is the following.

h = 12.67 ft mean roof height
$K_h = 0.85$ (Table 27.3-1, ASCE 7-10)

Step 5. – Determine velocity pressure

Velocity Pressure, q_z, evaluated at height z is determined by the following equation:

$$q_z = 0.00256\, K_z\, K_{zt}\, K_d\, V^2 \qquad \text{(Eqn. 27.3-1, ASCE 7-10)}$$

Height above ground, **z** (ft)	Velocity pressure exposure coefficient, K_z	Topographic Factor, K_{zt}	Wind Directionality Factor, K_d	Basic Wind Speed, **V** (mph)	velocity pressure, q_z (psf)
0 - 15	0.85	1	0.85	100	14.98
20	0.9	1	0.85	100	15.86
25	0.94	1	0.85	100	16.57
30	0.98	1	0.85	100	17.27

Height of the tent walls do not exceed 15 ft. However, the value for q_z and q_h shall be taken as the same for conservative design.

$$q_z = q_h = 0.00256\,(0.85)\,(1.0)\,(0.85)\,(90)^2 = 14.98 \text{ psf}$$

Step 6. – Determine external pressure coefficients

External pressure coefficients, C_p, are determined for two wind directions: (i) parallel to the short tent dimension and; (ii) parallel to the long tent dimension. External pressure coefficients, C_p, are determined as per Figure 27.4-1, ASCE 7-10 and tabulated below.

The external and net wind pressures are:

MWFRS Pressures: Wind Parallel To Short Building Direction

Surface	**z** (ft)	q_z (psf)	**G**	C_p	$p_{ext} = q_z G C_p$	$p_{net} = p_{ext} - p_i$ (psf)	
						GC_{pi} = 0.18	GC_{pi} = -0.18
Windward Wall	All	14.98	0.85	0.8	10.19	7.49	12.88
Leeward Wall	All	14.98	0.85	-0.5	-6.37	-9.06	-3.67
Side Walls	All	14.98	0.85	-0.7	-8.91	-11.61	-6.22
Windward Roof	-	14.98	0.85	-0.2	-2.55	-5.24	0.15
		14.98	0.85	0.3	3.82	1.12	6.52
Leeward Roof	All	14.98	0.85	-0.6	-7.64	-10.34	-4.94

Plus and minus signs signify pressures acting toward and away from the surfaces respectively.

MWFRS Pressures: Wind Parallel To Long Building Direction

Surface	z (ft)	q_z (psf)	G	C_p	$p_{ext} = q_z G C_p$	$p_{net} = p_{ext} - p_i$ (psf)	
						GC_{pi} = 0.18	GC_{pi} = -0.18
Windward Wall	All	14.98	0.85	0.8	10.19	7.49	12.88
Leeward Wall	All	14.98	0.85	-0.5	-6.37	-9.06	-3.67
Side Walls	All	14.98	0.85	-0.7	-8.91	-11.61	-6.22
Roofs	0 - h	14.98	0.85	-0.9	-11.46	-14.16	-8.76
		14.98	0.85	-0.18	-2.29	-4.99	0.40
	h - 2h	14.98	0.85	-0.5	-6.37	-9.06	-3.67
		14.98	0.85	-0.18	-2.29	-4.99	0.40
	> 2h	14.98	0.85	-0.3	-3.82	-6.52	-1.12
		14.98	0.85	-0.18	-2.29	-4.99	0.40

Plus and minus signs signify pressures acting toward and away from the surfaces respectively.

Step 7 - Determine the wind pressure, P

The tent is enclosed. Therefore, the wind pressure, P, shall be determined as per equation 27.4-1, ASCE 7-10.

$P = qGC_p - q(GC_{pi})$ design wind pressure

Wind Parallel To Short Tent Direction - Design Pressures, P (psf)				
Load Case	Windward Wall	Windward Roof	Leeward Roof	Leeward Wall
A	10.19	-2.55	-7.64	-6.73
B	10.19	3.82	-7.64	-6.73

Wind Parallel To Long Tent Direction - Design Pressures, P (psf)					
Load Case	Windward Wall	Leeward Wall	Roof Zone (0 –h)	Roof Zone (h – 2h)	Roof Zone (>2h)
C	10.19	-6.37	-11.46	-6.37	-3.82
D	10.19	-6.37	-2.29	-2.29	-2.29

The forces acting on each tent surface in all cases are tabulated as follows.

Load Case A: Wind Parallel To Short Tent Direction

Surface	Area (sq. ft.)	$p_{ext} = q_z G C_p$	Force, F (lb)	Horizontal Force, F_X (lb)	Vertical Force, F_Y (lb)	Sum of Horizontal Forces, F_{Xnet} (lb)	Sum of Vertical Forces, F_{Ynet} (lb)
Windward Wall	767	10.19	7,810	7,810	0	17,770	-20,391
Leeward Wall	767	-6.37	-4,882	4,882	0		
Windward Roof	2,236	-2.55	-5,695	-2,539	-5,098		
Leeward Roof	2,236	-7.64	-17,085	7,617	-15,293		

Load Case B: Wind Parallel To Short Tent Direction

Surface	Area (sq. ft.)	$p_{ext} = q_z G C_p$	Force, F (lb)	Horizontal Force, F_X (lb)	Vertical Force, F_Y (lb)	Sum of Horizontal Forces, F_{Xnet} (lb)	Sum of Vertical Forces, F_{Ynet} (lb)
Windward Wall	767	10.19	7,810	7,810	0	24,118	-7,647
Leeward Wall	767	-6.37	-4,882	4,882	0		
Windward Roof	2,236	3.82	8,543	3,809	7,647		
Leeward Roof	2,236	-7.64	-17,085	7,617	-15,293		

Load Case C: Wind Parallel To Long Tent Direction

Surface		Area (sq. ft.)	$p_{ext} = q_z GCp$	Force, F (lb)	Horizontal Force, F_X (lb)	Vertical Force, F_Y (lb)	Sum of Horizontal Forces, F_{Xnet} (lb)	Sum of Vertical Forces, F_{Ynet} (lb)
Windward Wall		507	10.19	5,162	5,162	0	8,388	-20,459
Leeward Wall		507	-6.37	-3,226	3,226	0		
Roof Zone	0 -h	566	-11.46	-6,492	0	-5,811		
	h – 2h	566	-6.37	-3,607	0	-3,229		
	>2h	3,339	-3.82	-12,757	0	-11,419		

Load Case D: Wind Parallel To Long Tent Direction

Surface		Area (sq. ft.)	$p_{ext} = q_z GCp$	Force, F (lb)	Horizontal Force, F_X (lb)	Vertical Force, F_Y (lb)	Sum of Horizontal Forces, F_{Xnet} (lb)	Sum of Vertical Forces, F_{Ynet} (lb)
Windward Wall		507	10.19	5,162	5,162	0	8,388	-9,176
Leeward Wall		507	-6.37	-3,226	3,226	0		
Roof Zone	0 -h	566	-2.29	-1,298	0	-1,162		
	h – 2h	566	-2.29	-1,298	0	-1,162		
	>2h	3339	-2.29	-7,654	0	-6,851		

Step 8 - Consider load combinations

Sum of Lateral and Uplift Forces		
Load Case	F_x	F_y
A	17,770	-20,391
B	24,118	-7,647
C	8,388	-20,459
D	8,388	-9,176

Most severe lateral force ⇒ $F_{lateral}$ = 24,118 lb

Most severe uplift force ⇒ F_{uplift} = -20,459 lb

The basic load combination that accommodates for the worst case shall be taken:

$F_{COMBINATION}$ = 0.6 D + 0.6 W (Sect. 2.4.1, ASCE 7-10)

Factored (0.6W) Sum of Lateral and Uplift Forces		
Load Case	F_x	F_y
A	10,662	-12,234
B	14,471	-4,588
C	5,033	-12,275
D	5,033	-5,506
Governing:	**14,471**	**-12,275**

Factored lateral force ⇒ (0.6) (24,118) = 14,471 lb

Factored uplift force ⇒ (0.6) (-20,459) = -12,275 lb

Evaluate Proposed Staking Layout

Stakes are used as the primary anchoring method to prevent uplift and sliding caused by wind loading. The stakes are connected to the tent's framing members at the roof's eave height by way of guy lines (tension lines). Stakes are 1 inch in diameter and 36 inches in length. Stakes are required to be completely embedded into earth.

See drawings by Geissler Engineering dated 30 August 2017.

Staking Anchorage Requirements:

Stake pullout strength is determined as per *2006 IFAI Pullout Capacity of Tent Stakes*.

Pullout Capacity for a Single Stakes

P_b =	800	lb	pullout capacity for a standard stake (the baseline case)
C_e =	1.0		correction factor for embedment depth
C_f =	1.0		correction factor for fastening height
C_i =	1.0		correction factor for stake inclination
C_d =	1.0		correction factor for stake diameter
C_l =	0.9		correction factor for load angle

$P = P_b \times C_e \times C_f \times C_i \times C_l \times C_d$ pullout capacity for a single stake

P =	680	lb	allowable tension for single stake

Pullout Capacity for Grouped Stakes

Number of Stakes =	3	stakes	three stakes installed in a line perpendicular to direction of pull

$P = Pb \times Ce \times Cf \times Ci \times Cl \times Cd \times Cg$ pullout capacity for a grouped stakes

P_g =	1,877	lb	allowable tension for grouped stakes

Longitudinal Wall (Long Wall)		
Single stake anchorage locations =	0	locations
Group stake anchorage locations =	11	locations
Number of anchorage locations =	11	locations
Transverse Wall (Short Wall)		
Single stake anchorage locations =	5	locations
Group stake anchorage locations =	0	locations
Number of anchorage locations =	5	locations
*Total number of anchorage locations for entire tent =	32	locations
(*Corners have 2 anchors installed in both isometric directions. This condition has been considered)		

Check Lateral Wind Loading Against Proposed Anchorage		
Governing Lateral Force, $F_{lateral}$ =	**14,471**	**lb**
Number of anchorage locations in tension =	21	locations
Tension at each anchorage location, F_{TL} =	689	lb
($F_{lateral}$/ number of anchorage locations in tension)		
Number of single-stakes in tension =	10	
Combined tensile strength of single-stake locations =	6,800	lb
Number of group-stakes in tension =	11	
Combined tensile strength of group-stake locations =	20,645	lb
Resistance against lateral wind loading =	**27,456**	**lb**
D/C =	**1.90**	**PASS**

Check Uplift Wind Loading Against Proposed Anchorage		
Governing Uplift Force, F_{uplift} =	**12,275**	**lb**
Number of anchorage locations in tension =	32	locations
Tension at each anchorage location, F_{TL} =	384	lb
(F_{uplift}/ number of anchorage locations in tension)		
Number of single-stakes in tension =	10	
Combined tensile strength of single-stake locations =	6,800	lb
Number of group-stakes in tension =	22	
Combined tensile strength of group-stake locations =	41,290	lb
Resistance against uplift wind loading =	**48,090**	**lb**
D/C =	**3.92**	**PASS**

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:
SOLAR TENT 16 OZ; 13 OZ

Registration No.
F-92801

Product Marketed By:
LARK INTERNATIONAL INC
9820 BELL RANCH DR #102
SANTA FE SPRINGS, CA 90670

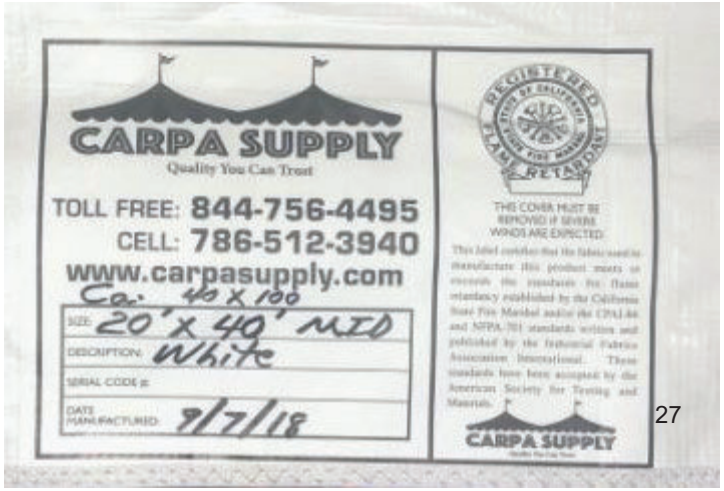
This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.

Deputy State Fire Marshal

Expire: 6/30/2019

FR-8


CARPA SUPPLY
Quality You Can Trust
TOLL FREE: 844-756-4495
CELL: 786-512-3940
www.carpasupply.com
Co: 40 x 100
SIZE: 20' x 40' MID
DESCRIPTION: White
SERIAL CODE #:
DATE MANUFACTURED: 9/7/18
REGISTERED
FLAME RETARDANT
THIS COVER MUST BE REMOVED IF SEVERE WINDS ARE EXPECTED
CARPA SUPPLY

23-960 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from October 1, 2023 through December 24, 2023

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The applicant, Holly Prinz of ABC Tree Farms, LLC, requests a Special Permit pursuant to Zoning Code Section 18.60.030 to allow seasonal Pumpkin Patch and Christmas Tree sales events located on a vacant lot at the southeast corner of Lawrence Expressway and Benton Street (3590 Benton Street). The property is zoned as Single Family Residential (R1-6L). However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The site is adjacent to a church and the Calabasas Creek. Neighboring properties include single-family, multi-family, and commercial uses.

The Pumpkin Patch sales event is proposed to begin on October 1, 2023, and end on October 31, 2023, with setup commencing on September 20, 2023 and breakdown to be completed by November 10, 2023. The Christmas Tree sales event will begin on November 18, 2023, and end on December 24, 2023, with setup commencing on November 10, 2023 and breakdown to be completed by December 31, 2023. The hours of operation for the Pumpkin Patch will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 10:00 a.m.-10:00 p.m., Friday and Saturday. The hours of operation for the Christmas Tree lot will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m. -9:00 p.m., Friday and Saturday.

The proposed pumpkin sales event would include temporary tents, children's inflatable entertainment units, a dumpster area, and a storage container. The Christmas tree sales event would include similar temporary facilities. Power will be supplied by Silicon Valley Power. The property is owned by the County of Santa Clara which has provided written authorization for the temporary use.

DISCUSSION
Granting of a Special Permit requires the City Council to make certain findings consistent with City Code Section 18.60.030 (c). The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period and will be subject to conditions which reduce potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public or private nuisance. Operating the temporary events would not impair the integrity or

character of the zoning district since the events will allow the purchase of pumpkins and trees for surrounding community. Any possible impacts would also be offset by the benefit to the community from the event.

Parking would be provided onsite and is not expected to affect the neighborhood. Traffic may be temporarily impacted, however, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

The Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

Draft Permit and Conditions

1. The proposed permit would be subject to conditions of approval as follows:
2. Special Permit shall be valid from October 1, 2023 through December 24, 2023; with set-up beginning on September 20, 2023, and breakdown/clean-up to be completed by December 31, 2023, with the following sales allowances:
    a. Pumpkin Patch sales: October 1, 2023 through October 31, 2023;
    b. Christmas Tree sales: November 18, 2023 through December 24, 2023;
3. Pumpkin Patch hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 10:00 a.m.-10:00 p.m.;
4. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.-9:00 p.m.;
5. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
6. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
7. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
8. There shall be no “searchlight” beams, streamers, or roof-mounted balloons during the event;
9. Upon conclusion of the Pumpkin Patch/Christmas Tree sales events, the vacant lot shall be cleaned and returned to its prior condition; and
10. The use shall operate in a manner that does not create a public or private nuisance.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15304(e) (Class 4 - “Minor Alterations to Land”) as it consists of “minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.”

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Determine the issuance of the Special Permit to be categorically exempt from formal environmental review pursuant to CEQA Guidelines section 15304(e) (Class 4 - "Minor Alterations to Land"); and
2. Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from October 1, 2023 through December 24, 2023, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. ABC Tree Farms 3590 Benton Street Operations Plan
2. Site Plans

Method of Operations Proposed Halloween/Pumpkin Patch
ABC Tree Farms, LLC
3590 Benton Street, Santa Clara, CA
2023

Proposed Days are September 20, 2023 through November 10, 2023 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from October 1 through October 31, 2023. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90”H x 67” W x 86.5D with seat height of 19”. We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36” wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40’ x 80’ tent with posted signs of Maximum Occupancy of 160 on each side of tent which is made of Fire Retardant material and will have required labels. Tent will be open on all sides. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs. No flammable or combustible liquids will be stored on site.

Items that will be available will be pumpkins, inflatable amusements, Halloween Sundries and décor along with a small animal display area. Anticipated attendance over the course of 30 days is approximately 2500 people. Our application is similar to the operations we ran in the 2010-2022 seasons. A scaled diagram is attached.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information, please contact my project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

Method of Operations Proposed Christmas Tree Sales
ABC Tree Farms, LLC
3590 Benton Street, Santa Clara, CA
2023

Proposed days of operation are November 10 through December 31, 2023 for Christmas tree sales, which includes set up and tear down of the operation. Lot will be open to the public for sales from November 18, 2023 to December 24, 2023. Hours of operation will be seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:00 PM.

The area will be as diagrammed in the attached Potential Christmas Tree Sales Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. We are requesting the use of a 40' x 80' tent with posted signs of Maximum Occupancy of 160 on each side of tent and made of flame retardant material with labels attached. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. No flammable or combustible liquids will be stored on site.

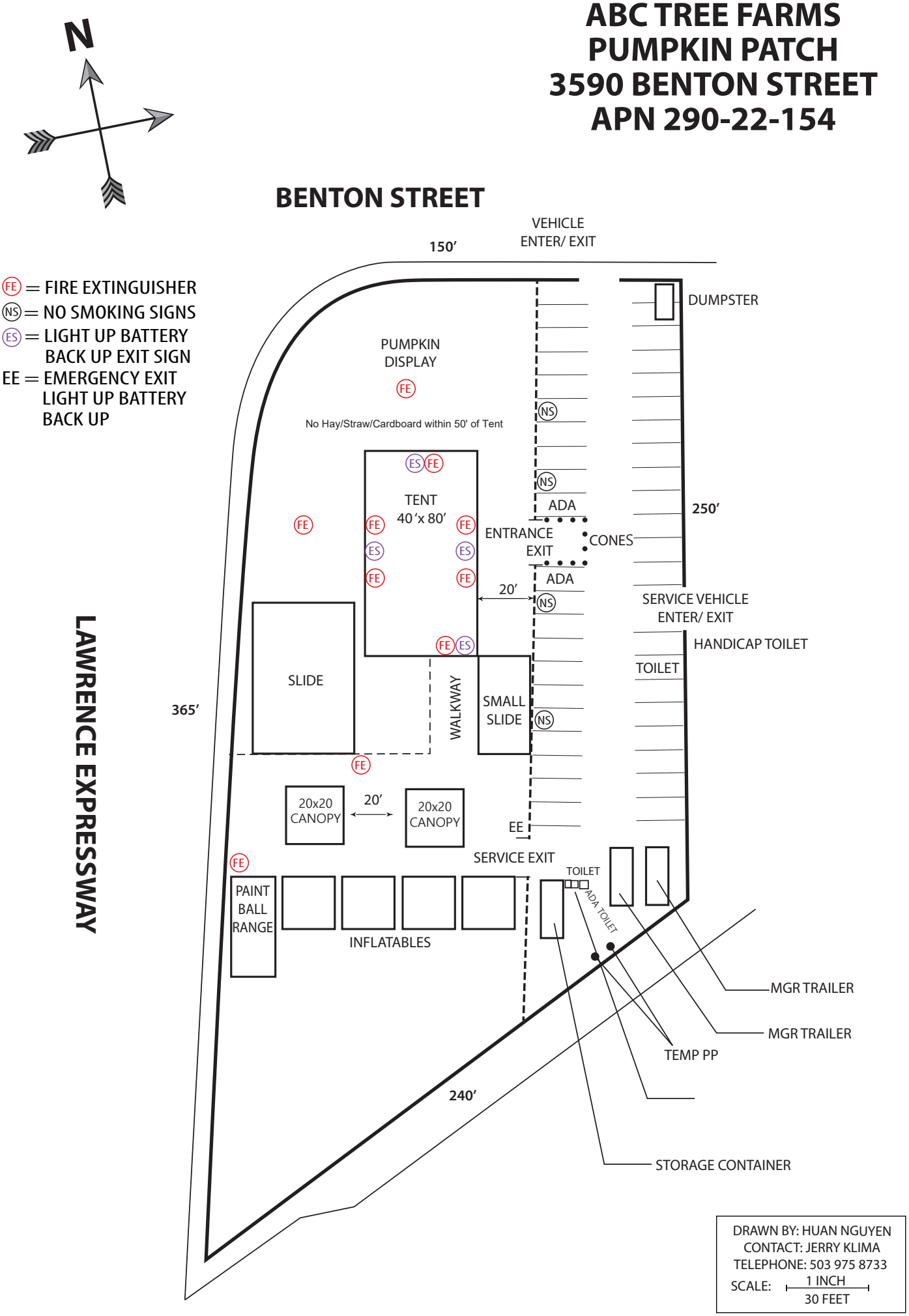
Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families. Our application is identical to the operations we ran in 2006-2022 seasons.

COVID-19 Protocols: We are prepared to enforce crowd control, social distancing and mask wearing etc., as well as remain compliant with any current regulations that may be in effect for COVID-19. All locations will have hand washing stations with hand sanitizer at the entrance of the lot. We understand that any permit to operate is also subject to any current city, county or state ordinances.

If you require further information please contact the project manager, Holly Prinz, at 707-775-1520 or via email at abctreefarms@gmail.com.

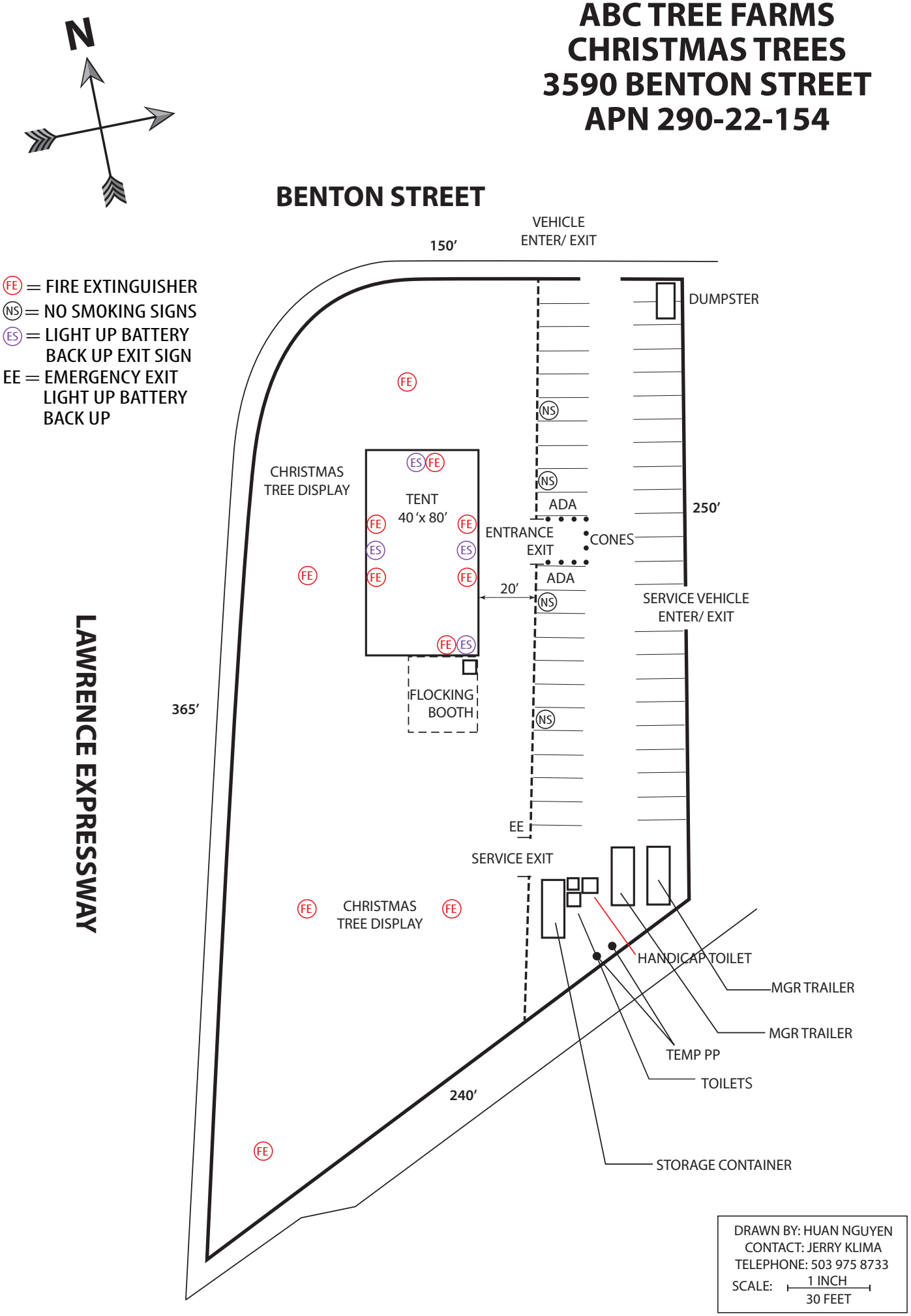
Jerome R Klima JR
LLC Member
ABC Tree Farms, LLC

ABC TREE FARMS
PUMPKIN PATCH
3590 BENTON STREET
APN 290-22-154



DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 30 FEET

ABC TREE FARMS
CHRISTMAS TREES
3590 BENTON STREET
APN 290-22-154



DRAWN BY: HUAN NGUYEN
CONTACT: JERRY KLIMA
TELEPHONE: 503 975 8733
SCALE: 1 INCH = 30 FEET

MONARCH
ENGINEERS
DESIGN & DEVELOPMENT
CIVIL ENGINEERING – STRUCTURAL ENGINEERING – MECHANICAL ENGINEERING – ELECTRICAL ENGINEERING
425 Virginia Street Suite B, Vallejo CA 94590
Main Tel: 707-648-9571
www.monarchengineers.com

STAKING CALCULATIONS
40'x80' TENT

FOR

ABC TREE FRAMS, LLC

Project Location: 3590 Benton Street
Santa Clara, California



JOB No. 23-001SCR
DATE: May 19, 2023

MONARCH ENGINEERING WAS ENGAGED TO PROVIDE CALCULATIONS AND CONSULTATION IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT. WE HAVE NO AUTHORITY INSOFAR AS CONTRACTOR'S OR OWNER'S PERSONNEL ARE CONCERNED. OWNER AND CONTRACTOR ARE OBLIGATED TO OBSERVE ALL SAFETY ORDINANCES FOR PROTECTION OR PERSONNEL. IN MAKING USE OF THESE DOCUMENTS, CONTRACTOR/OWNER AGRESS TO HOLD MOANARCH ENGINEERING HARMLESS FROM ALL COSTS OF LITIGATION THAT MAY ARISE OUT OF ALLEGED DAMAGES OR INJURIES ASSOCIATED WITH THE WORK DEFINED BY THESE DOCUMENTS, INCLUDING ATTORNEY'S FEES AND JUDGEMENTS, UNLESS IT IS PROVEN THAT SAID INJURIES OR DAMAGES RESULTED FROM ERRORS IN OR OMISSIONS FROM THE DOCUMENTS. MONARCH ENGINEERING DOES NOT PROVIDE GEOTECHNICAL SERVICES, ANY ISSUES RELATING TO SOILS MUST BE REVIEWED BY A GEOTECHNICAL ENGINEER.

This report shows the anchoring requirements for the tent size mentioned on the cover letter. The tent will be in place for less than 180 days so the temporary wind load reduction applies to the calculation criteria per CBC 2022 and ASCE 7-22. This tent will be installed on the existing asphalt parking lot. In The temporary-structure environment one underlying assumption is that the temporary structure is designed and manufactured under a particular building code in effect at the time the structure is manufactured. An unmodified structure is equivalent to an existing building in the sense that an existing building is not re-engineered every time a new code goes into effect. Therefore, the actual structural design of each member is not analyzed every time the structure is installed. A site-specific wind load analysis is done to determine anchoring, or ballasting required for a particular installation. To minimize the risk a high wind management plan is added to this report and is expected that the installer will follow the protocols outlined in the high wind management plan.

High wind management plan has been included in this package to be implemented, as part of this installation. This management plan serves as minimum requirements.

OPERATIONS MANAGEMENT PLAN

IMPLEMENTATION OF PLAN

1. PRIOR TO EACH INSTALLATION, LANTIER TENT SHALL DESIGNATE A RESPONSIBLE PERSON IN CHARGE OF IMPLEMENTING ALL PHASES OF THE OPERATIONS MANAGEMENT PLAN.
2. A MEETING SHALL BE HELD AT THE VENUE WITH THE PROMOTER, OWNER OR STAGE MANAGER TO DISCUSS THE HIGH WIND ACTION PLAN AND OTHER OPERATIONAL ITEMS.
3. THE METHOD OF INITIATING EVENT CANCELLATION OR TENT EVACUATION MUST BE OUTLINED EXPLICITLY PRIOR TO THE EVENT ALLOWING FOR IMMEDIATE ACTION IF NECESSARY.
4. A COPY OF THIS PLAN SHOULD BE PROVIDED TO LOCAL POLICE OR FIRE DEPARTMENTS IN ORDER TO HELP USHER PATRONS IN THE EVENT OF AN EVACUATION.

DAILY OPERATIONS PLAN

1. CHECK WEATHER EACH MORNING AND PERIODICALLY THROUGHOUT THE DAY.
2. CHECK TENT BASES AND BALLAST DAILY TO ENSURE ALL REMAIN LEVEL AND PLUMB.
3. CHECK GUY WIRES/STRAPS AND/OR BALLAST ASSEMBLIES DAILY TO VERIFY LINES ARE TENSIONED AND BALLAST HAS NOT MOVED.
4. PROVIDE A DAILY LOG OF THE ABOVE CHECKS FOR EACH INSTALLATION.

HIGH WIND ACTION PLAN

1. THE HIGH WIND ACTION PLAN SHALL BE IN EFFECT FOR THE ENTIRETY OF THE EVENT. AN EVENT SHALL BE DEFINED AS STARTING AT THE INITIAL COMMENCEMENT OF THE STRUCTURE INSTALLATION AND ENDING ONCE THE STRUCTURE IS COMPLETELY DISMANTLED.
2. A COMPETENT RESPONSIBLE PERSON FROM THE VENUE OR INSTALLER SHALL BE PRESENT FOR THE DURATION OF THE EVENT TO IMPLEMENT THE HIGH WIND ACTION PLAN (SEE ABOVE).
3. A REGULAR LIAISON WITH LOCAL AIRPORTS AND/OR WEATHER INFORMATION CENTERS SHALL BE MAINTAINED TO ASCERTAIN IF ANY SIGNIFICANT WEATHER EVENTS ARE EXPECTED IN THE IMMEDIATE VICINITY OF THE STRUCTURE.
4. AN ANEMOMETER SHALL BE PLACED ON THE STRUCTURE TO MONITOR WIND SPEEDS. THE ANEMOMETER SHALL BE PLACED AT THE TOP OF A TOWER OR AN ADJACENT STRUCTURE AT A HEIGHT EQUIVALENT TO THE HEIGHT OF THE MEAN HEIGHT OF THE ROOF TENT. THE ANEMOMETER SHALL BE LOCATED WITHIN 50 YARDS OF THE STRUCTURE.

5. NOTED WIND SPEEDS ARE 3-SECOND GUSTS IN ACCORDANCE WITH ASCE 7
6. **WHEN THE STRUCTURE IS UNATTENDED OR NOT IN USE**: ALL DOORS OR OPENINGS SHALL BE KEPT CLOSED.
7. **WHEN WIND SPEEDS ARE EXPECTED TO EXCEED 30 MPH**: A TEAM OF QUALIFIED PERSONNEL SHALL BE PUT ON ALERT. ALL NECESSARY PERSONNEL SHALL BE IN PLACE AND PUT ON STANDBY.
8. **WHEN WIND SPEEDS REACH30 MPH**: A TEAM OF QUALIFIED PERSONNEL SHALL START INSPECTING BALLAST SYSTEM TO MAKE SURE ALL ELEMENTS ARE IN PLACE AND SET UP EVACUATION PLAN.
9. **AT WINDS SPEEDS IN EXCESS OF 45 MPH:** A TEAM OF QUALIFIED PERSONNEL SHALL START EVACUATION PLAN. VERIFY THAT BALLAST SYSTEM ARE IN PLACE AND NOT MOVING.
10. THE HIGH WIND ACTION PLAN SHALL BE POSTED AT A CONSPICUOUS AREA ON SITE. IT MUST BE AVAILABLE AT ALL TIMES TO VENUE OPERATORS AND CREW.

Staking Guide 2014 published by the Industrial Fabrics Association International

Soil Consistency	Pullout Capacity (lbs)
Hard (very dense)	2,500
Very Stiff (Dense)	1,600
Stiff (Medium desnse)	**800**
Medium (Medium)	400
Soft (Loose)	200
Very Soft (Very loose)	100

The capacities listed are for the followin conditions:

1) 36" minimum embedment
2) 1" diameter steel stake
3) stakes angle 0 to 15 degrees
4) Fastening hieght 2" or less
5) Load angle 45 degrees

Group Configuration	Effectivness Factor
Double Staking	1.22
Three stakes installed in a line perpendicular to direction of pull	2.76
Three stakes installed in a line perpendicular to direction of pull are inclined at 15 degrees	2.46
Six stakes installed in a line perpendicular to direction of pull	4.68
Four stakes installed in two columns and two rows and connected with a gang plate	3.48
Six stakes installed in two columns and three rows and connected with a gang plate	4.56

P = Pullout Capacity for a single stake

$P = P_b \times C_e \times C_f \times C_i \times C_l \times C_d < 2{,}500\#$

P_b	Pullout capacity for satandard stake
C_e	Correction factor for embedment depth
C_f	Correction factor for stake fastening height
C_i	Correction factor for stake inclination
C_l	Correction factor for load angle
C_d	Correction factor for stake diameter

1" diameter steel stake

P_b (lbs.)	800
C_e	1
C_f	1
C_i	1
C_l	1
C_d	1
P (lbs)	800

MONARCH ENGINEERS
425 Virginia Street, Ste. B, Vallejo CA 94590
Tel: 415-448-6073 - Tel: 707-648-9571

This calculation package is only valid for the tent size specified in the "Tent Size" field below. The use of these type of structure is temporary in nature; therefore this package is only valid for structures that will remain in place for less than 180 days. Any period of time exceeding 180 days is not considered temporary according the current building code. This package only determines the required ballast system necessary for safe application. Structural design of the actual structure had been done by others at the time when the structure was built. We are assuming no modification or alterations have deen done to the structure since it was manufactured; therefore we treat this structure as an existing building for internal connection purposes not required to be brought up to current code every time it is rected.

We have analyzed the ballast system requirements based on ASCE 7-22.

Tent Size	40'x80'x7.67' Exposure B

Temporary structures are erected and occupied for periods of 180 days or less, this is equivalent to an 10-year MRI. Therefore the expected risk to experience winds that a permanent structure will experience is its lifetime is much lower. In addition, this installation comes with a high wind management plan to futher reduce the risk of catastrophic failure. Based on this allowance we calculate the potential wind load to be based on 10-year MRI

WIND CRITERIA

Occupancy Category:	II		
Basic Wind Speed , V:	64	mph	ASCE 7-22
Wind Exposure:	B		

TENT PROPERTIES

Span, L (ft):	40.00
Roof Height, H (ft):	18.00
Mean Roof Height, h (ft):	13.00
Roof Slope (degrees):	27.00
Bay Width (ft):	10.00
Length, B (ft):	80.00
Leg Height, z (ft):	7.67
Roof Rafter Length, (ft)	22.36
Number of Bays	8

Number of Legs @ Gable End 5

			Adj. (0.6)	
Roof Equip. Load =	1.25	psf	0.75	psf
Roof DL =	1.25	psf	0.75	psf

Wind Calculations

$q_z = 0.00256K_zK_ztK_dV$

V =	64.00	mph
K_{zt} =	1.00	ASCE 7-22 Section 26.8.2
K_z=	0.70	ASCE 7-22 Table 26.10-1
K_d =	0.85	ASCE 7-22 Table 26.6-1
K_e =	1.00	ASCE 7-22 Table 26.9-1

Enclosure Classification = Enclosed

GC_{pi}	0.18 -0.18	ASCE 7-22 Table 26.13-1
q_z =	6.24	psf

ASCE 7-10 FIURE 28.3-1

LOAD CASE A

Θ (°)	BUILDING SURFACE							
	1	2	3	4	1E	2E	3E	4E
27	0.55	-0.06	-0.45	-0.39	0.72	-0.13	-0.58	-0.53

LOAD CASE B

Θ (°)	BUILDING SURFACE											
	1	2	3	4	5	6	1E	2E	3E	4E	5E	6E
27	-0.45	-0.69	-0.37	-0.45	0.40	-0.29	-0.48	-1.07	-0.53	-0.48	0.61	-0.43

LOAD CALCULATIONS

LOAD CASE A

	WIND PRESSURE q (psf)							
	BUILDING SURFACE							
CASE	1	2	3	4	1E	2E	3E	4E
GC_{pi}	2.31	-1.50	-3.93	-3.56	3.37	-1.93	-4.74	-4.43
$-GC_{pi}$	4.55	0.75	-1.68	-1.31	5.62	0.31	-2.50	-2.18

LOAD CASE B

	WIND PRESSURE q (psf)											
	BUILDING SURFACES											
CASE	1	2	3	4	5	6	1E	2E	3E	4E	5E	6E
GC_{pi}	-3.93	-5.43	-3.43	-3.93	1.37	-2.93	-4.12	-7.80	-4.43	-4.12	2.68	-3.81
$-GC_{pi}$	-1.68	-3.18	-1.19	-1.68	3.62	-0.69	-1.87	-5.55	-2.18	-1.87	4.93	-1.56

a= 4.00

LOAD CASE A

AREAS (ft^2)							
BUILDING SURFACE							
1	2	3	4	1E	2E	3E	4E
552	1,610	1,610	552	61	179	179	61

LOAD CASE B

AREAS (ft^2)											
BUILDING SURFACES											
1	2	3	4	5	6	1E	2E	3E	4E	5E	6E
552	1,610	1,610	552	730	730	61	179	179	61	4	4

LOAD CASE A

	FORCE (lbs)							
	BUILDING SURFACE							
CASE	1	2	3	4	1E	2E	3E	4E
GCpi	1,274	-2,411	-6,328	-1,963	207	-346	-848	-272
-GCpi	2,514	1,205	-2,712	-723	344	56	-446	-134

LOAD CASE B

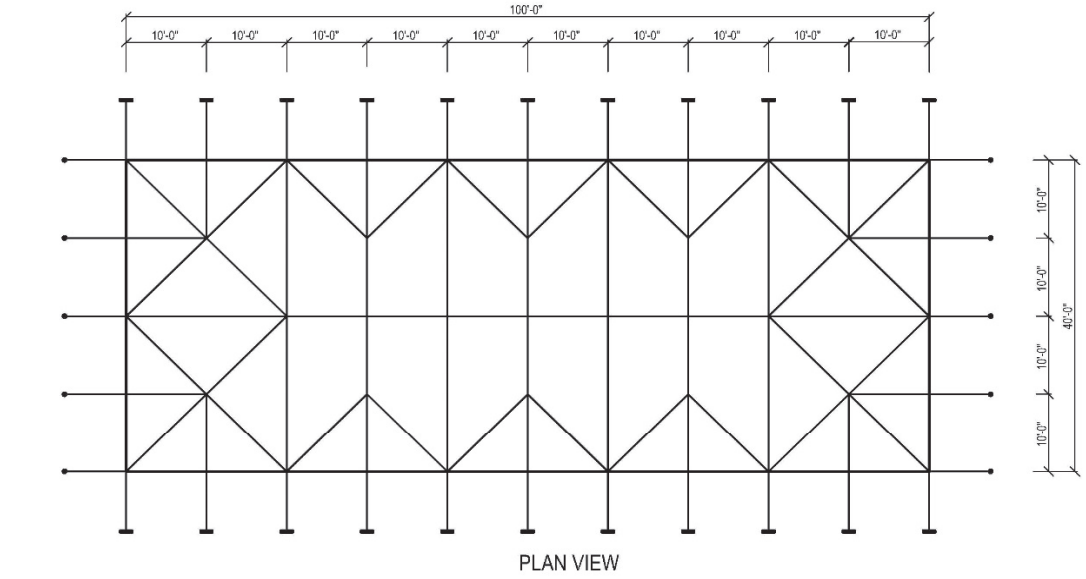
	FORCE (lbs)											
	BUILDING SURFACES											
CASE	1	2	3	4	5	6	1E	2E	3E	4E	5E	6E
GCpi	-2,170	-8,739	-5,525	-2,170	1,002	-2,140	-253	-1,395	-792	-253	12	-17
-GCpi	-930	-5,123	-1,908	-930	2,641	-501	-115	-993	-391	-115	22	-7

LOAD CASE A

FORCE (lbs)							
BUILDING SURFACE							
1	2	3	4	1E	2E	3E	4E
2,514	-2,411	-6,328	-1,963	344	-346	-848	-272

LOAD CASE B

FORCE (lbs)											
BUILDING SURFACES											
1	2	3	4	5	6	1E	2E	3E	4E	5E	6E
-2,170	-8,739	-5,525	-2,170	2,641	-2,140	-253	-1,395	-792	-253	22	-17



2a = 8.00 ft

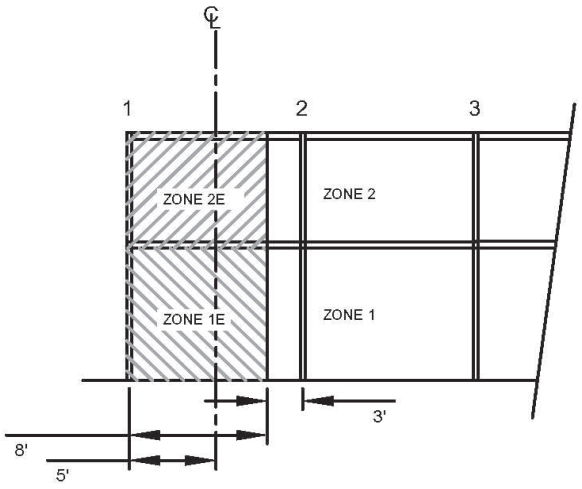
Grid lines 1 & 9

Shear Force, F_s (#)

q (psf)	5.62		
Area (ft^2)	31		
F_s (#)	172	0	172

Uplift Force, F_u (#)

			D.L.
q (psf)	-7.80		0.75
Area (ft^2)	89		Total
F_u (#)	-563	0	-496



Resultant Force

$F_R = \sqrt{(F_s^2 + F_u^2)}$

F_R (#)	525

(1) One stake = 800 > 525 OK to use one stake

Grid lines 2 & 8

Shear Force, F_s (#)

q (psf)	5.62	4.55	4.55	
Area (ft^2)	23	15	38	Total
F_s (#)	129	70	175	374

Uplift Force, F_u (#)

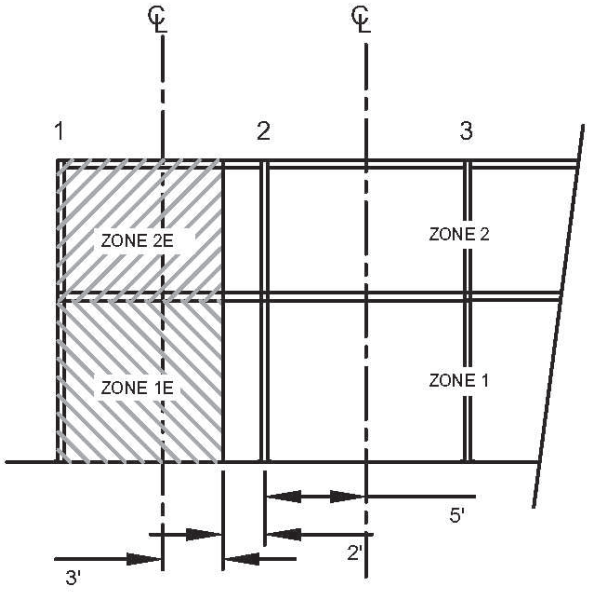
				D.L.
q (psf)	-7.80	-5.43	-5.43	0.75
Area (ft^2)	67	45	112	Total
F_u (#)	-423	-176	-439	-870

Resultant Force

$F_R = \sqrt{(F_s^2 + F_u^2)}$

F_R (#)	795

(2) Two stakes = 976 > 795 OK to use two stakes



Grid lines 3 & 7

Shear Force, F_s (#)

q (psf)	4.55			
Area (ft^2)	77			Total
F_s (#)	349	0	0	349

Uplift Force, F_u (#)

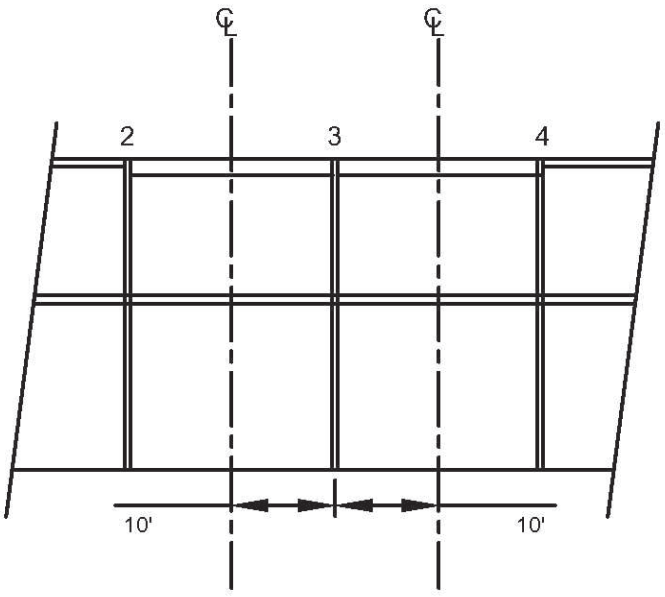
				D.L.
q (psf)	-1.50			0.75
Area (ft^2)	224			Total
F_u (#)	-335	0	0	-167

Resultant Force

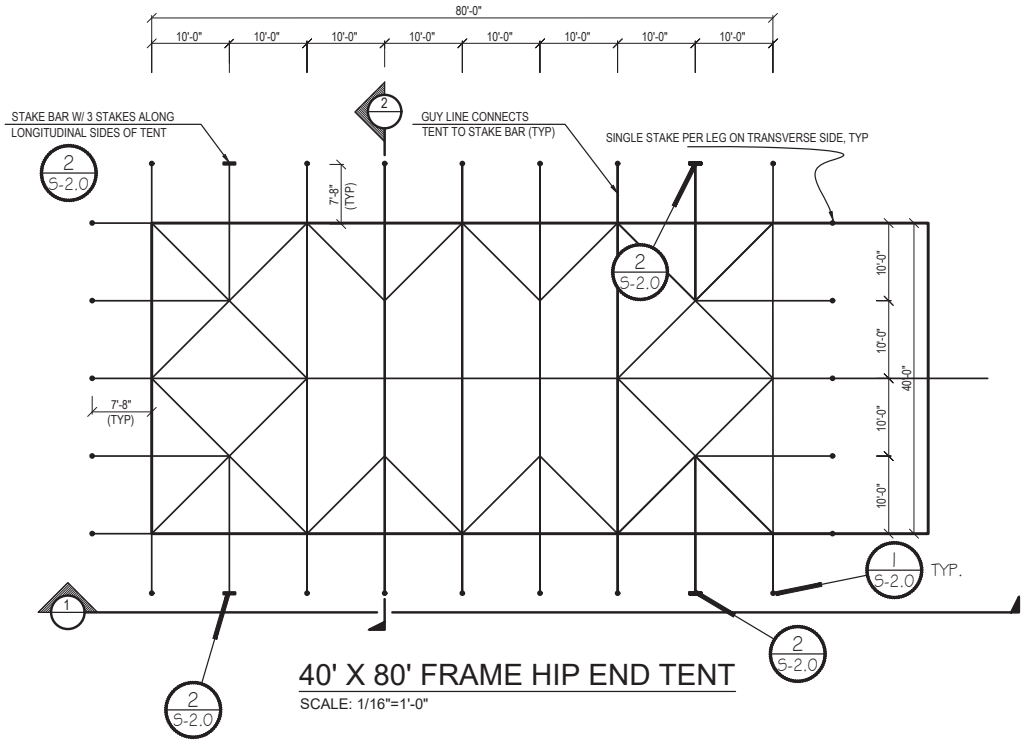
$F_R = \sqrt{(F_s^2 + F_u^2)}$

F_R (#)	349

(1) One stake = 800 > 349 OK to use one stake

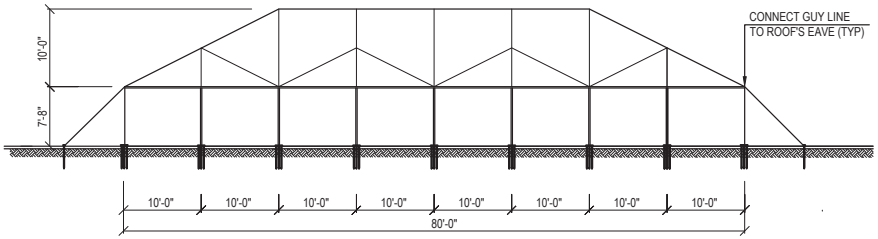


LEGEND		
	SINGLE STAKE	TOTAL NUMBER OF SINGLE-STAKE ANCHORS = 10
	STAKE BAR W/ 3 STAKES	TOTAL NUMBER OF GROUP-STAKE ANCHORS = 22



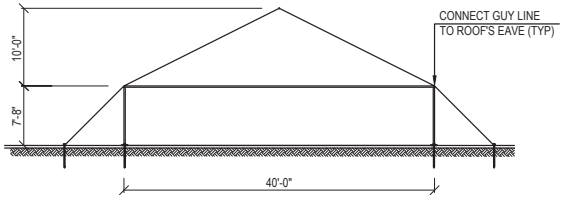
40' X 80' FRAME HIP END TENT

SCALE: 1/16"=1'-0"



1 LONGITUDINAL ELEVATION

SCALE: 1/16" = 1'-0"



2 TRANSVERSE SECTION

SCALE: 1/16" = 1'-0"

REGISTERED PROFESSIONAL ENGINEER
ROBERTO CORTEZ
No. C057914
Exp. 06/30/24
CIVIL
STATE OF CALIFORNIA

REVISION HISTORY		
No.	DATE	DESCRIPTION
1	–	–
2	–	–
3	–	–

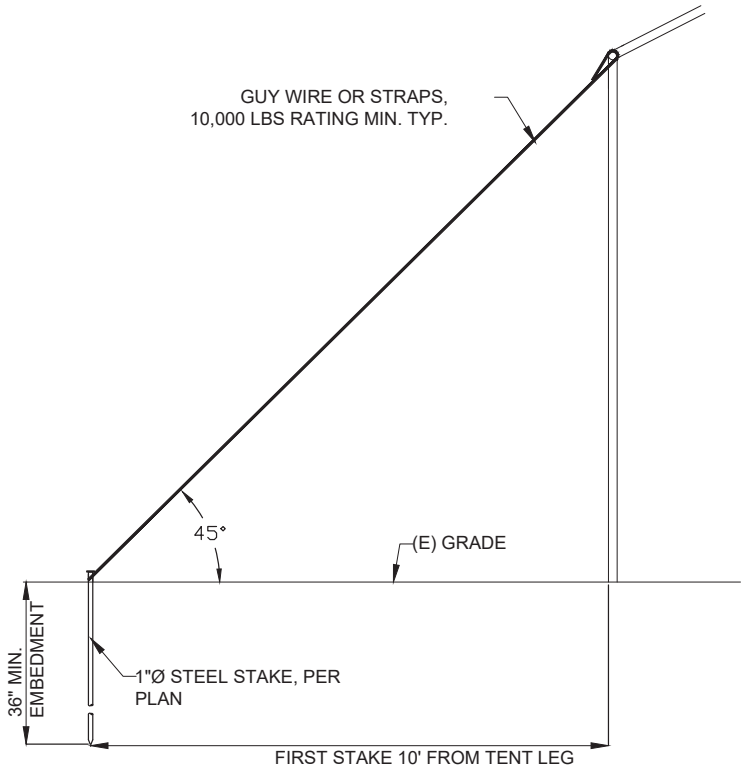
MONARCH ENGINEERS
ENERGY CONSERVATION SUSTAINABILITY
STRUCTURAL ENGINEERING
CIVIL ENGINEERING
ELECTRICAL ENGINEERING
MECHANICAL ENGINEERING
DESIGN & DEVELOPMENT
425 Virginia Street Ste. B,
Vallejo, CA 94590
TEL (415) 448-6073
TEL (707) 648-9571

ROBERTO CORTEZ, P.E. © COPYRIGHT 2016

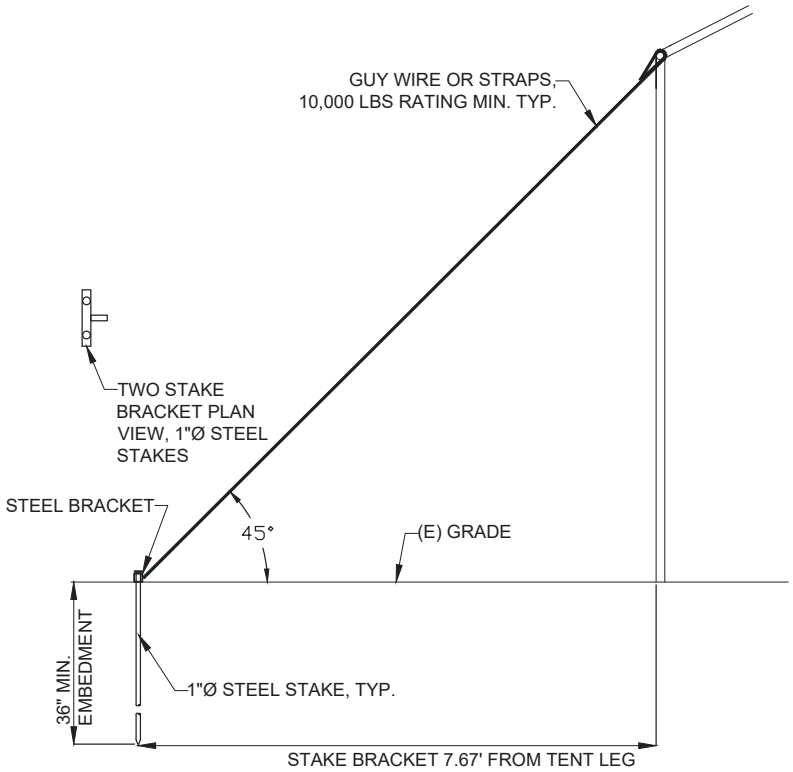
40' X 80' FRAME HIP END TENT
ABC TREE FARMS
3590 BENTON ST.
SANTA CLARA, CA

SIZE	DWG BY:	DESIGNED BY:	APPROVED BY:	REV
	Katy Perry	R. Cortez, PE	R. Cortez, PE	
SCALE: AS NOTED		05/19/2023	SHEET: S-1.0	

I:\MONARCH\SYSTEMBACKUP\MONARCH\MONARCH PROJECTS\ABC TREE FARMS, LLC\3590 BENTON ST-SANTA CLARA\UPDATE 051923\3590 BENTON ST 40X80.DWG



1 SINGLE STAKE DETAIL
SCALE: NTS



2 TWO STAKE DETAIL
SCALE: NTS

REGISTERED PROFESSIONAL ENGINEER
ROBERTO CORTEZ
No. C057914
Exp. 06/30/24
CIVIL
STATE OF CALIFORNIA

REVISION HISTORY

No.	DATE	DESCRIPTION
1	–	–
2	–	–
3	–	–

MONARCH ENGINEERS
ENERGY CONSERVATION SUSTAINABILITY
STRUCTURAL ENGINEERING
CIVIL ENGINEERING
ELECTRICAL ENGINEERING
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40' X 80' FRAME HIP END TENT
ABC TREE FARMS
3590 BENTON ST.
SANTA CLARA, CA

SIZE	DWG BY:	DESIGNED BY:	APPROVED BY:	REV
	Katy Perry	R. Cortez, PE	R. Cortez, PE	
SCALE: AS NOTED		05/19/2023	SHEET: S-2.0	

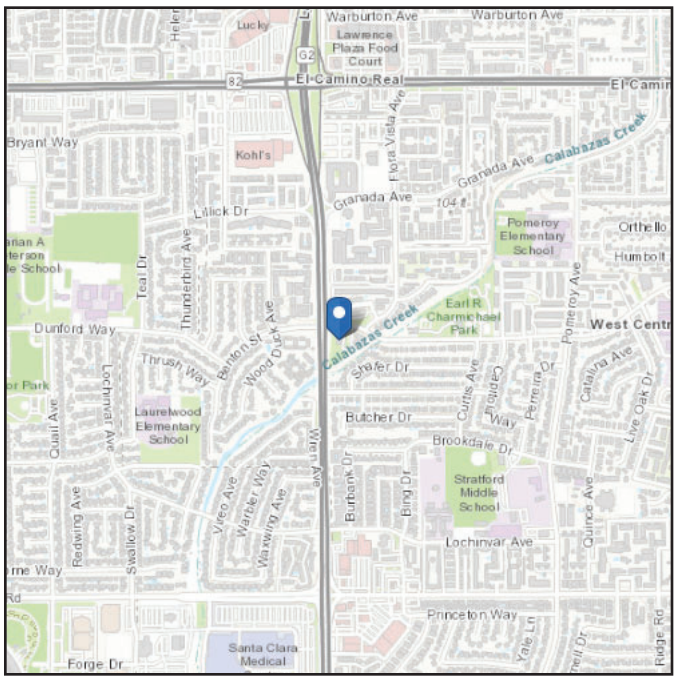
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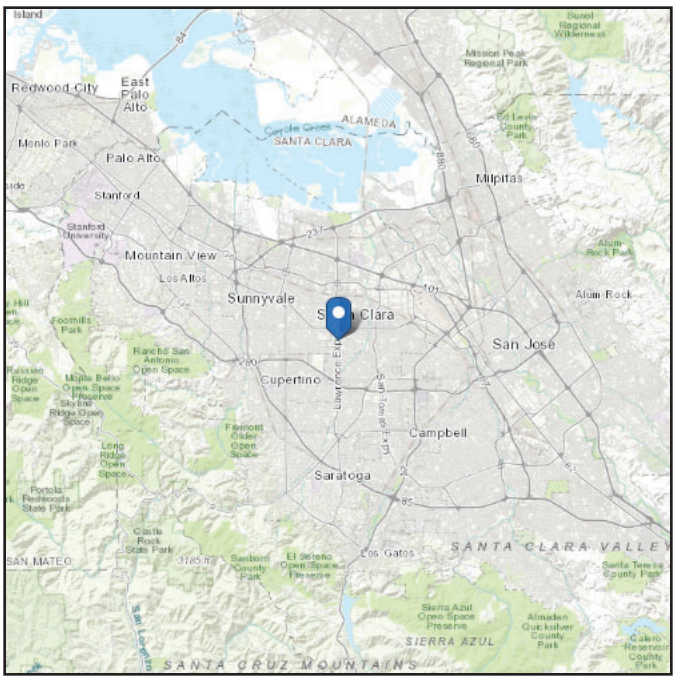
ASCE 7 Hazards Report

Address:
3590 Benton St
Santa Clara, California
95051

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: Default

Latitude: 37.345026
Longitude: -121.995206
Elevation: 118.92212725038983 ft (NAVD 88)





Wind

Results:

Wind Speed	92 Vmph
10-year MRI	64 Vmph
25-year MRI	70 Vmph
50-year MRI	74 Vmph
100-year MRI	79 Vmph
300-year MRI	87 Vmph
700-year MRI	92 Vmph
1,700-year MRI	99 Vmph
3,000-year MRI	103 Vmph
10,000-year MRI	112 Vmph
100,000-year MRI	129 Vmph
1,000,000-year MRI	147 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Fri May 19 2023

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

Certificate of Flame Resistance

REGISTERED APPLICATION CONCERN NO.

CAL COMB F-419.01

AZTEC TENTS
490 ALASKA AVENUE
TORRANCE, CA 90503
(800)228-3687

Date treated or manufactured

12/2006

This is to certify that the materials described below hereof have been flame retardant treated (or are inherently nonflammable).

FOR

A-1 EQUIPMENT AND PARTY RENTAL
ATTN: ROBBIE CRUIKSJANK
831 EAST AVENUE R
PALMDALE, CA 93550

REGISTERED FLAME RETARDANT

Certification is hereby made that: (check "a" or "b")

☐ (a) The articles described below this certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the applicationof said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.
Name of chemical used ..... Chem. Reg. No. .....
Meathod of application .....

★ (b) The articles described below hereof are made from a flame -resistant fabric or material registered and approved be the State Fire Marshal for such use; Fabric has been tested and passes NFPA701-96.
Trade name of flame-resistant fabric or material used.. *Laminated Fabric* . Reg. No. *F-419.01*

The Flame Retardant Process Used *WILL NOT* **Be Removed by Washing**
(will or will not)

David Bradley
Name of Applicator or Production Superintendent

Chuck Miller - President
Title

CUSTOMER ORDER NO. *R163630*

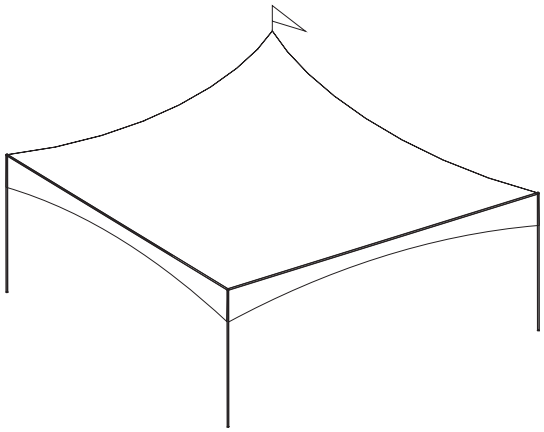
ITEMS MANUFACTURED:

1- 40'x40' (2 PC.) JUMBOTRAC TOP ONLY- ULTRA WHITE
1- 40'x10' JUMBOTRAC MIDDLE TOP ONLY- ULTRA WHITE
5- 40'x20' JUMBOTRAC MIDDLE TOP ONLY- ULTRA WHITE
2- 8'x10' JUMBOTRAC ACCESS SOLID WALL- ULTRA WHITE
16- 8'x10' JUMBOTRAC ACCESS SOLID WALL- ULTRA WHITE

RECEIVED
OCT 04 2016
PLANNING DIVISION
CITY OF LAGUNA BEACH

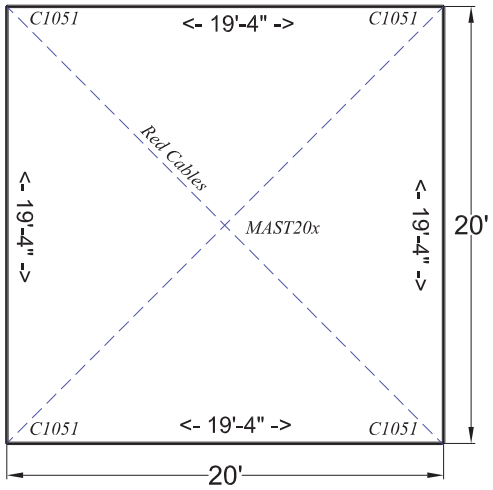
Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central

20x20 Quick Peak Tent



Fittings		
4	QuickPeak Corner	C1051
1	Mast set for 20x	MAST20x
1	Cable set 20x	CBQP20x
4	QP Base Plate	C1011-Q
4	Ratchet ropes	ROPE003
16	Canopy Pins	P103

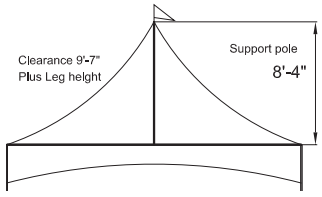
Poles			Color
4	19'4"	Spreader	Red
4	7'8"	Legs	Black



Frame Requirement
D-Tube only

Tops Options
White 13oz. Translucent
White 15oz. Blackout
Colors (Solid or vertical stripe)

Accessories	
4	Corner Leg Brace D-tube
2	Tee leg brace D-tube
4	Ratchet ropes and (8) Stakes
80	Feet—Sidewall



Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central Tent — Quality Frame Tent — Central Tent — Commercial Frame Tent — Central

Certificate of Flame Resistance

Registered Application Number

F419.01

ISSUED BY

Central Tent
Santa Clarita, CA

Date of Manufacture: 12/5/14

This is to certify that the materials described have been flame retardant treated (or are inherently nonflammable).

FOR ABC Tree Farms, LLC ADDRESS PMB 367 - 25 NW 23rd Pl., Ste 6

CITY Portland STATE OR ZIP 97210

Certification is hereby made that:

The articles described on this certificate have been treated with a flame-retardant fabric or material registered and approved by the State of California Fire Marshal. The article meets the NFPA-701 Flame retardant standard.

Trade name of flame-resistant fabric or material used: Lam-Tex Reg. F419.01

The Flame Retardant Process Used will not be Removed by Washing.

Type, Color, and weight of canvas / vinyl: White, Vinyl, 15oz

Description: (2) - 20x20 Complete Q-Peak, D-Tube, White Blackout, 15oz

Name of Applicator of Flame Resistant Finish:

California Combining Corporation

SIGNATURE

CENTRAL TENT MANUFACTURER

23-1002 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Action to Unfreeze 1.0 Assistant City Manager position (Position 1685) in the City Manager's Office, Approve Related City and Stadium Authority Budget Amendments, and Modify the Assistant City Manager Classification Specification (Job Code 016)

COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

As part of the FY 2023/24 and FY 2024/25 Adopted Biennial Operating Budget, 1.0 Assistant City Manager position was frozen for two fiscal years. This position primarily assisted with oversight of the Santa Clara Stadium Authority and the Convention Center as well as other executive level oversight for the organization. Additionally, the prior incumbent position also supported the Related Santa Clara project, citywide economic development efforts and related policy work such as local minimum wage, worker retention, smoking/tobacco policies, cannabis regulations and food delivery fees.

The Human Resources Department also coordinated with the City Manager's Office to modify the classification specification for Assistant City Manager (Job Code 016).

DISCUSSION

The Assistant City Manager position became vacant in October 2021 when the former incumbent retired. At that time, the City chose to not fill the position and it was subsequently "frozen" - meaning it was not eliminated as an authorized position, but City Council and Stadium Authority Board approval would be needed to fill the position. While the position remained vacant and frozen, there was and has continued to be a significant need for management oversight of stadium and convention center matters. As such, a portion of the position's duties were shifted to other staff (e.g., policy work) and the City asked the prior incumbent to provide part-time support for some of their prior duties until a permanent solution was identified. This arrangement has been in place since November 2021.

At present, the prior incumbent assists with critical and high-profile projects including:

- **Santa Clara Stadium Authority (Stadium Authority):** provide strategic leadership supporting the City Manager on Stadium Authority oversight of Levi's Stadium management/operations and the planning of future events including Super Bowl LX and World Cup 2026.

- **Discover Santa Clara (DMO)/Tourism Improvement District:** provide executive management support regarding the formation of the governance structure for the Destination Marketing Organization (DMO) and its role to promote Santa Clara and the Convention Center

as a destination of choice for business and entertainment.

- **Santa Clara Convention Center (Convention Center):** provide oversight of the management contracts with OVG360 and Levy in the areas of budget, capital projects, and operation.

- **Related Santa Clara Project:** provide executive leadership related to all City efforts associated with the $7 billion public-private partnership development.

With the arrival of the new City Manager in May 2023, the City Manager has assessed the organizational structure of the City Manager's Office and has determined that the Assistant City Manager position is a critical position and needed to plan, manage and oversee the below noted items.

- Stadium Authority related projects, including the Super Bowl LX and World Cup 2026. This body of work includes Stadium Authority coordination of efforts including capital improvement projects, event operation, permits, contract management, event planning and post-event assessments, Stadium Neighborhood Relations Committee, and other similar items as needed.

- Convention Center and DMO contract management, including budgets, payments, Santa Clara Tourism Improvement District assessments, capital improvements, KPIs, operating policies and general operation.

- Council/City Manager policies and initiatives including street banner policy, naming rights and sponsorship opportunities, policy on public service announcements on billboards and others.

The Assistant City Manager (Job Code 016) classification specification has also been reviewed and updated to add the Class Summary and Distinguishing Characteristics to more closely align with the current duties to be performed by incumbents in this position. The Minimum Qualifications were broadened in an effort to expand the candidate pool. The current requirements limit the applicant pool to candidates who only have public sector experience. The revisions include increasing the years of experience from five to six years and would allow for consideration of senior level management experience in a large or complex municipality, corporation, military, and/or non-profit organization.

The class specification revisions were reviewed with the impacted bargaining group. The salary range for the Assistant City Manager classification shall remain unchanged.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(5) of Title 14 of the California Code of Regulations in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The total compensation cost for 1.0 Assistant City Manager position is approximately $497,000. The Assistant City Manager position will directly support the Stadium Authority, Convention Center and City initiatives and shall be funded 70% by the Stadium Authority, 20% by the Convention Center

Enterprise Fund, and 10% by the General Fund.

This position will be 70% funded by the Stadium Authority (allocated to the General Fund Non-Departmental operating budget, which is anticipated to be fully reimbursed by the Stadium Authority, of which a corresponding increase to the Stadium Authority reimbursement revenue estimate is also recommended to offset the added cost). For the remaining position costs, 20% will be funded by the Convention Center Enterprise Fund, and 10% will be allocated to the General Fund City Manager's Office operating budget, which is recommended to be funded by the General Fund's Budget Balancing Reserve.

In the Convention Center Enterprise Fund, the adopted operating budget for FY 2023/24 and FY 2024/25 forecasts sufficient fund balance to absorb the additional costs associated with the remaining 20% funding need for the Assistant City Manager position. Subsequent years will be dependent upon maintaining or exceeding current performance levels at the Convention Center.

City Budget Amendments
FY 2023/24

	Current	Increase/ (Decrease)	Revised
General Fund			
Revenue			
Other Fees for Services	$38,067,896	$347,900	$38,415,796
Expenditure			
City Manager's Office - Salaries	$2,053,037	$33,913	$2,086,950
City Manager's Office - Retirement and Benefits	$1,255,138	$15,787	$1,270,925
Non-Departmental - Salaries	$5,925,840	$237,388	$6,163,228
Non-Departmental - Retirement and Benefits	$3,939,852	$110,512	$4,050,364
Fund Balance			
Budget Balancing Reserve	$481,489	($49,700)	$431,789
Convention Center Enterprise Fund			
Expenditure			
Salaries	$145,069	$67,825	$212,894
Retirement and Benefits	$73,329	$31,575	$104,904
Fund Balance			
Unrestricted Ending Fund Balance	$1,264,195	($99,400)	$1,164,795

Stadium Authority Budget Amendments
FY 2023/24

	Current	Increase/ (Decrease)	Revised
Operating Fund			
Expenditure			
Stadium Authority General & Administrative	$3,272,000	$347,900	$3,619,900
Fund Balance			
Unrestricted Ending Fund Balance	$11,938,351	($347,900)	$11,590,451

There is no fiscal impact to revising the class specification.

COORDINATION

This report has been coordinated with the City Attorney's Office, Finance Department, and Human Resources Department.

This request was also coordinated with the Stadium Manager in accordance with Stadium Management Agreement Section 4.6, which outlines the Stadium Manager rights to review the Stadium Authority budget.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve Unfreezing 1.0 Assistant City Manager position (position 1685) in the City Manager's Office.
2. Approve the following FY 2023/24 City Budget Amendments:
    a. In the General Fund, increase the Other Fees for Services estimate by $347,900, increase the Non-Departmental Salaries and Benefits appropriations by $347,900, increase the City Manager's Office Salaries and Benefits appropriations by $49,700, and reduce the Budget Balancing Reserve in the amount of $49,700 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and
    b. In the Convention Center Enterprise Fund, increase the Salaries and Benefits appropriations by $99,400 and reduce the unrestricted ending fund balance by $99,400 **(five affirmative Council votes required for the use of unused balances)**.
3. Approve a FY 2023/24 Stadium Authority Budget Amendment to increase the General & Administrative expense and decrease the Unrestricted Fund Balance in the amount of $347,900 to fund a portion of the Assistant City Manager position.
4. Approve the modified Assistant City Manager (Job Code 016) classification specification.

Reviewed by: Kenn Lee, Director of Finance/Treasurer
Approved by: Jōvan D. Grogan, City Manager/Executive Director

ATTACHMENTS

1. Class Specification (clean), Assistant City Manager (Job Code 016)
2. Class Specification (track changes version), Assistant City Manager (Job Code 016)

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: ASSISTANT CITY MANAGER (JOB CODE 016)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Manager's Office	City Manager or Chief Operating Officer	Exempt

CLASS SUMMARY

The Assistant City Manager is a management position in the unclassified service, that performs executive level work assisting the City Manager in planning, coordinating and directing complex programs and projects for the City of Santa Clara. This position directs the goals, objectives, and activities of assigned functional areas; coordinates and administers major City programs; assumes direct line authority over departments and activities of the City; and serves as a liaison with community groups and organizations. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Assistant City Manager is responsible for policy development for program planning, fiscal management, administration and operations of City agencies/departments. In the absence of the City Manager and the Chief Operating Officer, an Assistant City Manager acts in the capacity of City Manager and assumes direct line authority over departments and activities of the City. As a member of the City's Unclassified Service this is an "at-will" position and the incumbent serves at the discretion of the City Manager.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from an accredited college or university with a Bachelor's Degree in Public Administration, Business Administration or a discipline related to the business performed by the City Manager's Office; AND
- Six (6) years of senior-level management experience preferably in a large or complex municipality, corporation, military and/or non-profit organization.

ACCEPTABLE SUBSTITUTION

- A Master's Degree in a discipline related to the business performed in the City Manager's office is highly desirable and may be substituted for one year of the required experience.

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job assignment; and
- May be required to work odd and unusual hours, weekends and shift work and to be available on an "on-call" basis as assigned.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under General Direction:

- Assist the City Manager in a variety of complex administrative matters
- Oversight of council priorities and strategic goals or operating priorities
- Manage the office of the City Manager, including performance management and the department budget
- Functional oversight of departments
- Consult with and assists department heads in solving administrative, operational problems or in developing major changes in departmental organization procedures and policies
- Conduct and review organizational, administrative, fiscal and other studies and collects information on operational and administrative problems
- Manage and conduct special projects that do not fall under the jurisdiction of existing departments or require special handling and attention
- Coordinate and carry out the land acquisition programs, including the securing of appraisals and coordinating the negotiating activities
- Follow up on special City Council projects and/or assignments to assure timely response or completion
- Receive complaints and requests for information on city activities and makes sure they are responded to
- Meet with the public and with officials of other cities, agencies and civic groups in the development and coordination of City affairs; represents the City Manager as directed
- Recommend appropriate action regarding the determination of policy for administrative action carry out and places in effect such recommendations
- Attend and may make presentations to Council and various other City and community meetings as assigned
- Consult on technical budget matters including revenue and expenditure estimates, appropriations, allotment control and supplemental requests
- Participate in long range financial planning for needed capital improvements
- Act as liaison between City and various boards and committees; and
- Perform other work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of executive management,
- Public administration with particular reference to municipal administration and the trends and current developments in city government
- Functions of municipal government and the personnel, methods, materials and techniques employed in the operation of such government
- Principles of organization, budget and financial management
- Principles and practices of effective leadership, organization and management

- Property management and contract management
- Statistics and research methods
- Knowledge of the City Charter, ordinances and the regulations regarding general municipal operation
- Laws and procedures relevant to the conduct of public meetings
- Federal, state and local public agencies which administer programs that impact or are related to City Programs

Ability to:

- Analyze complex problems, make decisions rapidly and to recommend solutions effectively to the City Manager
- Establish and maintain a cooperative working relationship with those contacted in the course of work, including the general public
- Express ideas clearly and concisely both orally and in writing
- Exercise good judgment in structuring and organizing work and setting priorities; and readily readjusting priorities to respond to current and future needs

SUPERVISION RECEIVED

Works under the supervision of the City Manager.

SUPERVISION EXERCISED

Supervises executive management, professional, technical, and administrative support staff and other assigned personnel.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

CLASSIFICATION HISTORY

Established 06/1990; Rev. 08/2017; Rev. 08/2023

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: ASSISTANT CITY MANAGER (JOB CODE 016)

~~(Unclassified)~~
~~(016)~~

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Manager's Office	City Manager or Chief Operating Officer	Exempt

CLASS SUMMARY

The Assistant City Manager is a management position in the unclassified service, that performs executive level work assisting the City Manager in planning, coordinating and directing complex programs and projects for the City of Santa Clara. This position directs the goals, objectives, and activities of assigned functional areas; coordinates and administers major City programs; assumes direct line authority over departments and activities of the City; and serves as a liaison with community groups and organizations. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

~~This is an Executive position in the City's unclassified service. R~~The Assistant City Manager is responsible for policy development for program planning, fiscal management, administration and operations of City agencies/departments. ~~Assisting the City Manager in planning, coordinating and directing the activities of the City of Santa Clara. This position is responsible for the operations and the day to day oversight of the Office of the City Manager which includes overseeing community relations and intergovernmental relations. This position can also be assigned to a service area including but not limited to Sustainability, Economic Development, Infrastructure, and/or other policy and operational priorities to meet the resources needs of the organization.~~

In the absence of the City Manager and the Chief Operating Officer, an Assistant City Manager acts in the capacity of City Manager and assumes direct line authority over departments and activities of the City. As a member of the City's Unclassified Service this is an "at-will" position and the incumbent serves at the discretion of the City Manager.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from an accredited college or university with a Bachelor's Degree in Public Administration, Business Administration or a discipline related to the business performed by the City Manager's Office; AND
- Six (6)~~Five (5)~~ years of ~~progressively responsible experience in municipal or public administration, preferably at an executive level~~ senior-level management experience preferably in a large or complex municipality, corporation, military and/or non-profit organization.

ACCEPTABLE SUBSTITUTION

- A Master's Degree in a discipline related to the business performed in the City Manager's office is highly desirable and may be substituted for one year of the required experience.

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job assignment; and
- May be required to work odd and unusual hours, weekends and shift work and to be available on an "on-call" basis as assigned.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under General Direction~~, duties include but are not limited to the following~~:

- Assist the City Manager in a variety of complex administrative matters
- Oversight of council priorities and strategic goals or operating priorities
- Manage the office of the City Manager, including performance management and the department budget
- Functional oversight of departments
- Consult with and assists department heads in solving administrative, operational problems or in developing major changes in departmental organization procedures and policies
- Conduct and review organizational, administrative, fiscal and other studies and collects information on operational and administrative problems
- Manage and conduct special projects that do not fall under the jurisdiction of existing departments or require special handling and attention
- Coordinate and carry out the land acquisition programs, including the securing of appraisals and coordinating the negotiating activities
- Follow up on special City Council projects and/or assignments to assure timely response or completion
- Receive complaints and requests for information on city activities and makes sure they are responded to
- Meet with the public and with officials of other cities, agencies and civic groups in the development and coordination of City affairs; represents the City Manager as directed
- Recommend appropriate action regarding the determination of policy for administrative action carry out and places in effect such recommendations
- Attend and may make presentations to Council and various other City and community meetings as assigned
- Consult on technical budget matters including revenue and expenditure estimates, appropriations, allotment control and supplemental requests
- Participate in long range financial planning for needed capital improvements
- Act as liaison between City and various boards and committees; and

- Perform other work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of executive management,
- Public administration with particular reference to municipal administration and the trends and current developments in city government
- Functions of municipal government and the personnel, methods, materials and techniques employed in the operation of such government
- Principles of organization, budget and financial management
- Principles and practices of effective leadership, organization and management
- Property management and contract management
- Statistics and research methods
- Knowledge of the City Charter, ordinances and the regulations regarding general municipal operation
- Laws and procedures relevant to the conduct of public meetings
- Federal, state and local public agencies which administer programs that impact or are related to City Programs

Ability to:

- Analyze complex problems, make decisions rapidly and to recommend solutions effectively to the City Manager
- Establish and maintain a cooperative working relationship with those contacted in the course of work, including the general public
- Express ideas clearly and concisely both orally and in writing
- Exercise good judgment in structuring and organizing work and setting priorities; and readily readjusting priorities to respond to current and future needs

~~REPORTS TO~~
~~City Manager or Chief Operating Officer.~~

SUPERVISION RECEIVED
Works under the supervision of the City Manager.

SUPERVISION EXERCISED
Supervises executive management, professional, technical, and administrative support staff and other assigned personnel.
~~SUPERVISES~~
~~Supervises/Oversees Management, Administrative and Clerical personnel and others as assigned.~~

~~SPECIAL CONDITIONS AND OTHER REQUIREMENTS~~
- ~~May be required to work odd and unusual hours, weekends and shift work and to be available on an "on-call" basis as assigned; and~~
- ~~Must be able to perform all of the essential functions of the job.~~

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

CLASSIFICATION HISTORY

Established 06/1990; Rev. 08/2017; Rev. 08/2023

23-798 **Agenda Date: 8/29/2023**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of April 1 to June 30, 2023

BOARD PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly basis.

At the August 25, 2020 meeting, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION
In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of April 1 to June 30, 2023 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

Date	Meeting Purpose
4/6/2023	Weekly Accounting Status Meeting (via Teams)
4/12/2023	Introductory Meeting - City of Santa Clara & 49ers (in person)
4/13/2023	Weekly Accounting Status Meeting (via Teams)
4/19/2023	Follow Up Meeting (via Teams)
4/19/2023	FIFA Documents (via Teams)
4/19/2023	Financial Management System Managed Services Status Meeting (via Zoom)
4/20/2023	Weekly Accounting Status Meeting (via Teams)
4/25/2023	Weekly Accounting Status Meeting (via Zoom)
4/27/2023	Weekly Accounting Status Meeting (via Teams)
4/28/2023	FIFA Documents (via Teams)
5/2/2023	Year-end Accounting Status Meeting (in person)

5/4/2023	Levi's Stadium Tour with City Manager (in person)
5/4/2023	Weekly Accounting Status Meeting (via Teams)
5/9/2023	Stadium Authority Procurement Policy Updates (via Teams)
5/15/2023	FIFA Documents (via phone)
5/15/2023	CapEx Project Review (via Teams)
5/15/2023	Year-end Accounting Status Meeting (via Teams)
5/15/2023	FIFA Documents (via WebEx)
5/18/2023	Weekly Accounting Status Meeting (via Teams)
5/19/2023	FIFA Documents (via phone)
5/25/2023	FIFA Documents and Miscellaneous Items (via phone)
5/25/2023	Weekly Accounting Status Meeting
5/26/2023	Information Sharing Agreement (via WebEx)
5/30/2023	Stadium Authority Procurement Policy Updates (via Teams)
6/1/2023	Weekly Accounting Status Meeting (via Teams)
6/7/2023	World Cup Information Sharing Agreement (via Zoom)
6/8/2023	Operational and Other Miscellaneous Items (in person)
6/8/2023	Weekly Accounting Status Meeting (via Teams)
6/12/2023	NFL/ City of Santa Clara/ Populous Introductory Call (via Zoom)
6/13/2023	Stadium Authority/Stadium Manager Quarterly Status Meeting (in person)
6/15/2023	Weekly Accounting Status Meeting (via Teams)
6/21/2023	Financial Management System Managed Services Status Meeting (via Zoom)
6/21/2023	World Cup Information Sharing Agreement and Other Matters (via Zoom)
6/21/2023	Law Enforcement Services Agreement for July 2nd Event (via phone)
6/22/2023	Weekly Accounting Status Meeting (via Teams)
6/29/2023	Weekly Accounting Status Meeting (via Teams)

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 related to this report other than the staff time to prepare this report.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Offices.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board

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

RECOMMENDATION

Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of April 1 to June 30, 2023.

Reviewed by: Christine Jung, Assistant to the Executive Director
Approved by: Jōvan D. Grogan, Executive Director

ATTACHMENTS

1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 4/1/23 to 6/30/23

Weekly Accounting Status Meeting
Date: 04/06/2023; 2:00pm to 2:26pm
Teams Meeting: Linh Lam (SCSA), Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. Capital Expenditure Invoices
2. FY 2021-22 Shared Expense Review
3. Management Representation Letter for the Pun Group
4. City Hall Closed on 04/07/2023 for Spring Holiday
5. FY 2022-23 Non-NFL Events Expense Review
6. Term A Loan Debt Schedule

Date: 4/12/2023, 1:00 p.m.
In-Person Meeting:

For Santa Clara Stadium Authority:
Glen Googins, Stadium Authority Counsel

For Stadium Manager:
Hannah Gordon, General Counsel

1. Introductory Meeting - City of Santa Clara & 49ers

Weekly Accounting Status Meeting
Date: 04/13/2023; 2:00pm to 2:19pm
Teams Meeting: Linh Lam (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Review Support
2. Management Representation Letter for the Pun Group
3. FY 2022-23 Non-NFL Events Expense Review Inquiries
4. Term A Loan Debt Schedule
5. FY 2022-23 Shared Expenses and Non-NFL Event Expenses
    a. Pending April 2022 thru July 2022 Transactions
    b. Year-end True-ups and Reconciliation with Monthly Reports
6. FY 2023-24 Shared Expenses and Non-NFL Event Expenses Payroll Transaction Review
7. US Bank Deposit Inquiry

Follow Up Meeting
Date: 04/19/2023; 8:30am to 9:00am
Teams Meeting: Ruth Mizobe Shikada (SCSA), Christine Jung (SCSA), and Francine Hughes (ManCo)

1. List of Stadium equipment no longer used/needed will be shared with SCSA
2. Request for private parking lot usage for May 6 soccer match and potential traffic impacts

Date: 4/19/2023, 2:00 p.m.
Teams Meeting:

For Santa Clara Stadium Authority:
Ruth Shikada
Glen Googins, Stadium Authority Counsel
Sujata Reuter, Chief Assistant City Attorney
Christine Jung, Assistant to the City Manager

For Stadium Manager:
Jihad Beauchman
Hannah Gordon

For FIFA:
Emily Devlin
Amy Hopfinger
Kendall Johnson
Adam Sullins

For Bay Area Host Committee:
Zaileen Janmohamed
Sonia Nayak
Matthew Richards
Robert Weikert

1. FIFA Documents

Financial Management System
Managed Services Status Meeting
Date: 04/19/2023; 2:00pm to 2:19pm
Zoom Meeting: Linh Lam (SCSA), Brenda Lee (SCSA), David Presley (SCSA), Brent Ghan (ManCo), Chad Hundley (Armanino), and Giles Zollar (Armanino)

1. Discussed open support tickets and confirmed that there are no outstanding support tickets
2. Discussed remaining planning and consulting hours and system review hours for the year
3. Discussed Great Plains year-end close assistance from Armanino

Weekly Accounting Status Meeting
Date: 04/20/2023; 2:00pm to 2:23pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. Management Representation Letter for the Pun Group
3. Term A Loan Debt Schedule
4. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
5. FY 2022-23 Capital Expenditure Year-end Accruals and Carryover Projects
6. May 2023 Operations & Maintenance Expense Transfer

Weekly Accounting Status Meeting
Date: 04/25/2023; 10:45am to 11:00am
Zoom Meeting: Larry Lo (SCSA) and Brent Ghan (ManCo)

1. Agenda for Stadium Visit on May 2, 2023

Weekly Accounting Status Meeting
Date: 04/27/2023; 2:00pm to 2:23pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. Management Representation Letter for the Pun Group
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
4. April 2023 Operations & Maintenance Expense Details and True-up

Date: 4/28/2023, 11:00 a.m.
Teams Meeting:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

For Bay Area Host Committee:
Robert Weikert
Matthew Richards

1. FIFA Documents

Year-end Accounting Status Meeting
Date: 05/02/2023; 9:00am to 1:30pm
In Person Meeting at Levi Stadium
Attendees: Linh Lam (SCSA), Larry Lo (SCSA), Brenda Lee (SCSA), David Presley (SCSA), Brent Ghan (ManCo), Caitlin Ritchie (ManCo), Erin Fernandez (ManCo), Harshil Bhavsar (ManCo), Stephanie Lee (ManCo), Catherine Cong (ManCo), Emily Eskin (ManCo), Jenti Vandertuig (ManCo), and Alyssa Kutz (ManCo)

1. Team Member Introductions
2. FY 2022-23 Non-NFL Ticketed Event Reporting Package
    a. Non-NFL Event Revenue Sources and Corresponding Support
    b. Non-NFL Event Labor, Event Expenses, and Reimbursements
    c. Parking Operation Revenue and Expenses
3. Financial Management System Reporting Process and Proposed Changes
    a. Overview of Payroll Cycles and Corresponding Support
    b. Bonus and Commission and Corresponding Support
4. Capital Expenditures Year-end Budget and Financial Close Process
5. Stadium Tour

Levi's Stadium Tour with City Manager
Date: 05/04/2023; 9:30-11:30am
In person tour: Jovan Grogan (SCSA), Glen Googins (SCSA), Ruth Mizobe Shikada (SCSA), Christine Jung (SCSA), Wahid Kazem (City), Richard Fitting (City), Ruben Torres (City), Matt Queen (City), Peter Wilhelm (49ers), Francine Hughes (ManCo), Ryan Van Maarth (ManCo), Hannah Gordon (49ers), Jihad Beauchman (49ers), and Nelson Ferreria (ManCo)

1. Game Day/Back of House Operations Tour
2. Capital Expense Projects Tour

Weekly Accounting Status Meeting
Date: 05/04/2023; 2:00pm to 2:23pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. Management Representation Letter for the Pun Group
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
4. Capital Expenditure Invoices
5. Follow-up from Year-end Accounting Status Meeting

Stadium Authority Procurement Policy Updates
Date: 05/09/2023; 2:00pm to 3:00pm
Teams Meeting: Christine Jung (SCSA), Grace Dougherty (City), and Jenti Vandertuig (ManCo)

1. Team introductions
2. Stadium operations and procurement needs
3. Potential updates to Stadium Authority Procurement Policy
4. Potential updates to administrative processes
5. SCSA and Stadium Manager staff will follow up with respective teams and schedule a follow up meeting in the upcoming weeks

Date: 5/15/2023, 10:00 a.m.
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. FIFA Documents

CapEx Project Review
Date: 05/15/2023; 12:00pm to 1:00pm
Teams Meeting: Ruth Mizobe Shikada (SCSA), Christine Jung (SCSA), Francine Hughes (ManCo), and Ryan Van Maarth (ManCo)

1. Review and discuss upcoming 49ers and Stadium Authority Capital Expense (CapEx) projects for planning purposes

Year-end Accounting Status Meeting
Date: 05/15/2023; 3:00pm to 4:00pm
Teams Meeting: Linh Lam (SCSA), Larry Lo (SCSA), Brenda Lee (SCSA), David Presley (SCSA), Brent Ghan (ManCo), and Erin Fernandez (ManCo)

1. FY22-23 Non-NFL Ticketed Event Reporting Package
    a. Licensee Payment Reconciliation and Support
2. Financial Management System Reporting Process
    a. Non-NFL Event Detail General Ledger Report
    b. Shared Operations & Maintenance Detail General Ledger Report
    c. Shared Operations & Maintenance Purchase Order and Accounts Payable Transactions Query

Date: 5/15/2023, 3:30 p.m.
WebEx Meeting:

For Santa Clara Stadium Authority:
Glen Googins, Stadium Authority Counsel
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

For FIFA:
Peter Gutierrez
Adam Sullins
Kendall Johnson

For Bay Area Host Committee:
Matt Richards
Robert Weikert

1. FIFA Documents

Weekly Accounting Status Meeting
Date: 05/18/2023; 2:00pm to 3:01pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. Management Representation Letter for the Pun Group
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Review of Payroll Transactions
    b. Preliminary Year-end General Ledger Detail Reports
4. Capital Expenditure Invoices
5. FY 2022-23 Year-end Capital Expenditure Project Status Updates
6. April 2023 Operations and Maintenance Expense Details and True-up
7. Inquiries Related to Relocation Stadium Builder License Agreements
8. Escheatment Report Updates
9. KPMG Audit Confirmation on Community Facilities District Advance
10. June 2023 Operations and Maintenance Transfer

Date: 5/19/2023, 3:30 p.m.
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. FIFA Documents

Date: 5/25/2023, 11:00 a.m.
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. FIFA Documents
2. ManCo/StadCo Legal Staffing
3. Gutierrez Claim

Weekly Accounting Status Meeting
Date: 05/25/2023; 2:00pm to 2:25pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Review of Payroll Transactions
3. Capital Expenditure Invoices
4. FY 2022-23 Year-end Capital Expenditure Project Status Updates
5. April 2023 Operations and Maintenance Lender Budget Adjustments
6. Receivable Confirmation from Hill, Barth & King LLC

Date: 5/26/2023, 1:00 p.m.
WebEx Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

For FIFA:
Peter Gutierrez
Adam Sullins
Kendall Johnson

For Bay Area Host Committee:
Matt Richards
Robert Weikert

1. Information Sharing Agreement

Stadium Authority Procurement Policy Updates
Date: 05/30/2023; 1:00pm to 2:00pm
Teams Meeting: Christine Jung (SCSA), Grace Dougherty (City), and Jenti Vandertuig (ManCo)

1. Review City Purchasing Code and Stadium Authority Procurement Policy
2. Potential updates to Stadium Authority Procurement Policy
3. Schedule a follow up meeting in the upcoming weeks

Weekly Accounting Status Meeting
Date: 06/01/2023; 2:00pm to 2:32pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. FY 2021-22 Non-NFL Event Payroll Expense Review
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Review of Payroll Transactions
4. April 2023 Operations and Maintenance Lender Budget Adjustments

Date: 6/7/2023, 1:00 p.m.
Zoom Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

For FIFA:
Michelle Cornell-Davis
Peter Gutierrez
Kendall Johnson
Adam Sullins

For Bay Area Host Committee:
Matt Richards
Robert Weikert

1. World Cup Information Sharing Agreement

Operational and Other Miscellaneous Items
Date: 06/08/2023; 11:30am to 12:30pm
In Person Meeting: Kenn Lee (SCSA), Alex Acton (ManCo), and Jeff Fong (ManCo)

1. Annual Audit
2. Review of Shared Expenses and Non-NFL Event Documents
3. Operational Items

Weekly Accounting Status Meeting
Date: 06/08/2023; 2:00pm to 2:14pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. FY 2021-22 Non-NFL Event Payroll Expense Review
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Year-end True-up Analysis
4. Estimated Public Safety Costs for San Jose Earthquakes vs. Los Angeles Football Club
5. FY 2023-24 Capital Expenditure Invoices

NFL / City of Santa Clara / Populous Introductory Call
Date: 06/12/2023; 1:30 p.m. – 2:30 p.m.
Zoom Meeting: Jōvan D. Grogan, Ruth Mizobe Shikada, Christine Jung (SCSA); Francine Melendez Hughes, Nelson Ferreira (49ers/Stadium Manager); Zaileen Janmohamed, Becca Smith (Bay Area Host Committee); Aubrey Walton, Kelsey Pietrangelo, Katie Keenan (NFL)

1. Meet and greet with NFL staff
2. Discuss NFL operational planning timeline for Super Bowls
3. Event footprint is a work in progress
4. Additional meetings will be scheduled in upcoming months
5. Inquired about potential NFL initiatives

STADIUM AUTHORITY/STADIUM MANAGER
QUARTERLY STATUS MEETING
June 13, 2023 | 1:30 p.m. – 3:00 p.m.
Levi's Stadium

Stadium Authority Attendees:
Jōvan D. Grogan, Executive Director
Ruth Mizobe Shikada, Executive Director's Office
Christine Jung, Assistant to the Executive Director

49ers/Stadium Manager:
Francine Melendez Hughes, Executive Vice President & General Manager
Peter Wilhelm, Chief Financial Officer

Minutes

1. **Organizational Structure**
   Stadium Manager's organizational structure continues to evolve and has not been finalized yet. Stadium Manager will provide more updates at later time.

2. **Upcoming Events**
   July 2 Concacaf Gold Cup, July 22 FC Barcelona vs. Juventus, July 28-29 Taylor Swift, August 14 Karol G, August 30 Beyonce, September 16 Ed Sheeran. Discussion on how to improve the current process of sharing potential bookings and upcoming events to ensure better coordination between City, Stadium Authority, and Stadium Manager, especially related to public safety resources.

3. **Staffing/Deployments Upcoming Events**
   Stadium Manager provided update regarding transition of Landmark Security to Allied and use of Apex for traffic officers. Discussion of public safety costs for other stadiums.

4. **Parking/Use of Tasman Lots for NFL Season**
   Discussion of potential use of Related Lots(Yellow Lots 2 and 3), and use of other lots for the NFL season.

5. **Quarterly Status Meeting Updates from Stadium Manager**
   a. Financial performance of past Non-NFL Events
   b. Status of future Non-NFL Events
      i. Booked events
      ii. Pipeline events
   c. Private Parking Agreements
      i. Executed private parking agreements
      ii. Ongoing negotiations for private parking agreements

   Discussion regarding financial performance of FY 2022/23 Non-NFL Events that have generated revenue for Stadium Authority.

6. **Marketing Plan**
   Stadium Authority staff will share Marketing Plan assessments with Stadium Manager and work together to refine and implement the Marketing Plan.

7. **Law Enforcement Training Request**

Future requests from outside agencies for training at Stadium should be coordinated with City's public safety.

8. **Projects (StadCo/SCSA)/Permits**
   Stadium Manager has various projects at different stages that need to be completed in FY 2023/24. Discussion regarding assistance to help expedite the permitting for those projects.

9. **2023 Training Camp at 49ers Practice Facility**
   Stadium Authority staff provided information about the different components that are reviewed for the Training Camp permit, including parking lot and noise.

10. **BDO Equipment - Feedback on Asset List and Next Steps**
    As a follow up to prior conversations, the Stadium Manager provided sample list of equipment that is no longer for future disposal. Stadium Manager will prepare a comprehensive list of such equipment to share with Stadium Authority staff.

11. **Stadium Authority Procurement Policy Updates**
    Stadium Authority staff working with Stadium Manager's Director of Procurement to update the Stadium Authority Procurement Policy. The updates will go to Council for adoption in the Fall.

12. **Miscellaneous Items**
    a. Verizon needs permission to access Tasman parking structure to complete work.
    b. Exterior signage will be tracked.
    c. Operational Tour Policy will be presented at upcoming Council meeting.
    d. Stadium Manager will send letter regarding College Football Playoff Agreed Upon Procedure.

Weekly Accounting Status Meeting
Date: 06/15/2023; 2:00pm to 2:14pm
Teams Meeting: Larry Lo (SCSA), Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY2021-22 Shared Expense Reviews
2. FY 2021-22 Non-NFL Event Payroll Expense Review
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Year-end True-up Analysis
    b. Reporting package for ticketed events
4. Estimated Public Safety Costs for San Jose Earthquakes vs. Los Angeles Football Club
5. FY 2023-24 Capital Expenditure Invoices
6. July 2023 Operations and Maintenance Transfer

Financial Management System
Managed Services Status Meeting
Date: 06/21/2023; 2:00pm to 2:19pm
Zoom Meeting: Brenda Lee (SCSA), David Presley (SCSA), Brent Ghan (ManCo), Chad Hundley (Armanino), and Rebecca Bunas (Armanino)

1. Discussed system review and open support ticket
2. Discussed year-end close assistance from Armanino in Great Plains
3. Discussed upcoming integration projects related to loading AP invoices to Great Plains
4. Discussed version upgrade for Financial Management System available in October

Date: 6/21/2023, 3:30 p.m.
Zoom Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

For FIFA:
Michelle Cornell-Davis
Peter Gutierrez
Kendall Johnson
Adam Sullins

For Bay Area Host Committee:
Matt Richards
Robert Weikert

1. World Cup Information Sharing Agreement and Other Matters

Date: 6/21/2023, 5:00 p.m.
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. Law Enforcement Services Agreement for July 2nd event

Weekly Accounting Status Meeting
Date: 06/22/2023; 2:00pm to 2:07pm
Teams Meeting: Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. FY 2021-22 Shared Expense Reviews
2. FY 2021-22 Non-NFL Event Payroll Expense Review
3. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Year-end True-up Analysis
    b. Reporting Package for Ticketed Events
4. FY 2023-24 Capital Expenditure Invoices
5. July 2023 Operations and Maintenance Transfer
6. FY 2022-23 Final Operating & Maintenance and Non-NFL Event Reporting
7. Stadium Builder License life to date reporting for FY22-23
8. Escheatment for Unclaimed Checks

Weekly Accounting Status Meeting
Date: 06/29/2023; 2:00pm to 2:12pm
Teams Meeting: Brenda Lee (SCSA), Brent Ghan (ManCo), and Caitlin Ritchie (ManCo)

1. NFL Game 11 & 12 Summary of Ticket Sales
2. FY 2023-24 Capital Expenditure Invoices
3. Stadium Builder License 5.31.23 Transfer Report
4. July 2023 Operations and Maintenance Transfer
5. FY 2021-22 Shared Expense Reviews
6. FY 2021-22 Non-NFL Event Payroll Expense Review
7. FY 2022-23 Shared Expenses and Non-NFL Event Expense Reviews
    a. Year-end True-up Analysis
    b. Reporting Package for Ticketed Events

23-996 **Agenda Date: 8/29/2023**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Manager's Request to Award Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems for Mobile Pro Falcon 3100 Trailers (Mobile Security Closed Circuit Television (CCTV) Pop Up Trailers CapEx Project)

BOARD PILLAR
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND
As the Stadium Manager, Forty Niners Stadium Management Company LLC is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Management Agreement between the Stadium Authority and Stadium Manager.

The Stadium Manager is requesting approval to award a one-time purchase order to LRG Technologies, Inc. DBA Mobile Pro Systems (Mobile Pro) to purchase six Mobile Pro Falcon 3100 trailers in the amount of $389,982. The cost of these mobile security trailers is inclusive of full configuration and installation services of all required software and accessories and a one-year manufacturer's warranty.

A Recommendation for Award Memo was submitted (Attachment 1) describing the requested equipment and single source justification. Sensitive public safety information has been redacted in the memo.

DISCUSSION
Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo and proposed purchase order with Mobile Pro. The Stadium Manager purchased four Mobile Pro Falcon 3100 trailers from Mobile Pro in FY 2021/22 and four Mobile Pro Falcon 3100 trailers from Mobile Pro in FY 2022/23.

The current project description in the CapEx Budget includes five Mobile Pro Falcon 3100 trailers; however, in their Recommendation for Award memo, the Stadium Manager noted that they are able to procure six trailers within the budgeted amount.

The Stadium Manager is pursuing this Mobile Pro Falcon 3100 trailer purchase as a sole source procurement for the following reasons:

1. The requirement to have the CCTV pop-up trailers compatible with existing security system and achieve interoperability with existing systems;

2. Ensure functionality to match the existing equipment procured in August 2021 with respect to operability, maintenance and repair; and
3. Facilitate expansion of current infrastructure currently in use at the Stadium.

As explained in the Recommendation for Award memo, Mobile Pro is the manufacturer of the Falcon 3100 CCTV trailers. Although Mobile Pro has authorized distributors in the US, these distributors do not provide the required services to install the software licenses and camera kits required to make the CCTV trailers fully operational prior to delivery. This procurement is consistent with the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.280(b)(2).

Based on the documentation and provided information, staff recommends approval of the Stadium Manager's request to award a purchase order to Mobile Pro for the six Mobile Pro Falcon 3100 trailers.

The Stadium Authority Counsel's Office has reviewed the requested purchase order for comparison to the Stadium Authority's customary language. While there are some differences in the language, the purchase order submitted for approval contains the necessary language which identifies these legal obligations to the vendor. The vendor expressly agrees to adhere to such obligations upon its execution of the agreement. Nothing in the proposed purchase order changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

In addition, per Paragraph 4(b) of the Settlement Agreement, the Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The Stadium Authority Fiscal Year (FY) 2023/24 CapEx Budget contains a Mobile Security Closed Circuit Television (CCTV) Pop Up Trailers line item which is budgeted for $393,750. There are sufficient funds to cover the cost of the six Mobile Pro Falcon 3100 trailers ($389,982). The Stadium Authority is responsible for CapEx Project costs.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer'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

Approve the Stadium Manager's request to award a one-time purchase order to Mobile Pro in the amount of $389,982 to purchase six Mobile Pro Falcon 3100 trailers (Mobile Security CCTV Pop Up Trailers CapEx Project).

Prepared by: Christine Jung, Assistant to the Executive Director
Approved by: Jōvan D. Grogan, Executive Director

ATTACHMENTS

1. Stadium Manager Recommendation for Award Memo
2. Mobile CCTV Trailer Image

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FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: August 2, 2023

To: Executive Director
Santa Clara Stadium Authority

From: Jenti Vandertuig
Procurement Director

Subject: Recommendation for Award for Mobile Pro Falcon 3100 Trailers for Levi's Stadium

Recommendation

Recommend approval and award of a one-time Purchase Order to LRG Technologies, Inc. DBA Mobile Pro Systems (Mobile Pro) to purchase six Mobile Pro Falcon 3100 trailers in the amount of $389,982.11 (inclusive of all applicable sales tax).

Because this document contains information regarding security systems at Levi's Stadium (Stadium), we recommend that the Santa Clara Stadium Authority (SCSA) limit the public disclosure/discussion of this particular item, to the extent possible.

The Forty Niners Stadium Management Company LLC (Stadium Manager) Security department has a need to procure closed-circuit television (CCTV) pop-up trailers, commonly known as video surveillance equipment. The purchase of CCTV pop-up trailers was approved as part of the FY23/24 SCSA Capital Expenditures budget to provide adequate video surveillance coverage and audio messaging to remote locations.

The mobile CCTV pop-up trailers provide flexibility to security operations. Security has the ability to deploy the CCTV units to various locations given current demand. The CCTV units can be used to direct law enforcement to different areas on an as-needed basis. These units can be deployed on event days to parking lots outside of the stadium footprint that currently have no camera coverage. They can also be used on both event or non-event days when the CCTV cameras are scheduled for maintenance or additional video coverage is required. These CCTV pop-up trailers will aid in maintaining compliance with the Department of Homeland Security Safety Act requirements. Due to the success of the past deployments of CCTV trailers, Stadium Manager recommended additional systems as part of the FY 23/24 SCSA Capital Expenditures budget.

Single Source Justification

As part of the FY21/22 SCSA Capital Expenditure acquisition, in July 2021, Stadium Manager conducted a competitive solicitation process and recommended the SCSA Board approve an award to LRG Technologies, Inc. DBA Mobile Pro Systems for the purchase of four CCTV pop-up trailers. The SCSA Board approved the recommendation on August 24, 2021. A subsequent recommendation for the purchase of four additional CCTV pop-up trailers was approved by the SCSA Board as part of the FY 22/23 SCSA Capital Expenditures budget on July 12, 2022.

Stadium Manager determined that procuring Mobile Pro Falcon 3100 CCTV pop-up trailers as a single source was warranted for the following reasons:

1. The requirement to have the CCTV pop-up trailers compatible with our Genetec security system and achieve interoperability with existing systems;
2. Ensure functionality to match the existing equipment procured in August 2021 with respect to operability, maintenance and repair; and
3. Facilitate expansion of our current infrastructure currently in use at the Stadium.

Mobile Pro is the manufacturer of the Falcon 3100 CCTV trailers. Even though Mobile Pro has authorized distributors in the US, these distributors do not provide the required services to install the software licenses and camera kits required to make the CCTV trailers fully operational prior to delivery. Therefore, Stadium Manager requested Mobile Pro to provide a quotation with required specifications, Genetec security licenses, Genetec license plate reader kits and related accessories, including installation and configuration services.

The CCTV trailer camera operates on its own individual Genetec system. The Stadium has a similar Genetec system, just more robust to connect to all Stadium cameras and access control systems. To access the Stadium system, operators need to have access to the on premise Genetec directories. For an outside system to connect to another system, Federation licenses are required to enable interconnectivity. Currently, the only way of viewing the Genetec systems installed on the trailers is through a remote desktop session that connects to the computer on the trailers. Federating these trailers onto our home system will give Stadium Manager the ability to operate and view the cameras on those trailers via multiple users, with full functionality of the home system as if they were directly connected. Remote desktop connections are less secure, only allow for one operator to log in at a time, and have no ability to mix with other camera views, export videos, share with other users, or display on any Stadium video walls. Similarly, the license plate readers require licensing to connect to the Genetec system. All trailers with the license plate reader cameras can be viewed through the main Genetec system with the Federation licenses. Therefore, it was in the best interest of Stadium Manager to request Mobile Pro to install and configure the Genetec licenses and kits while building the trailers to our specifications and requirements.

Mobile Pro provided a quotation based on Stadium Manager's requirements for six Falcon 3100 CCTV pop-up trailers with full configuration and installation services of all required software

and accessories, in the amount of $389,982.11 inclusive of shipping charges, a one year manufacturer's warranty, and all applicable sales taxes.

Next Steps

The SCSA Board approved the purchase of five CCTV trailers as part of the FY23/24 SCSA Capital Expenditures budget with a not to exceed amount of $393,750. Given the negotiated cost, Stadium Manager is able to procure six CCTV trailers within the budgeted amount. Therefore, Stadium Manager recommends approval to procure six Mobile Pro Falcon 3100 CCTV pop-up trailers for the Stadium.

Once Stadium Manager receives approval from the SCSA Board, a Purchase Order will be issued to LRG Technologies, Inc. DBA Mobile Pro Systems and an executed copy forwarded to the Board. Supporting documentation is provided for review and approval. The cost of this purchase is referenced in the FY 23/24 SCSA Capital Expenditure budget under Mobile Security Closed Circuit Television (CCTV) Pop Up Trailers. The approved budget amount is $393,750.

DocuSigned by:
Jenti Vandertuig
A4B5666F5BF147D...

Submitted By: _____ Date: 8/2/2023

Jenti Vandertuig, Procurement Director



Falcon 3100

Accessed on August 23, 2023
<https://www.mobileprosystems.com/products/compact-mobile-surveillance-trailer-falcon-3100/>

23-924 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Actions on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), General Plan Amendment from Neighborhood Mixed-Use to Very High Density Residential, and a Rezone from Neighborhood Commercial to Planned Development to Allow the Development of a Four-Story Mixed-Use Development with 39 Residential Housing Units, and 1,500 Square Feet of Ground Floor Commercial Space for the Property Located at 2655 The Alameda

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Kapital Alameda, LLC, ("applicant") proposes to construct a four-story mixed-use development project on a triangular 0.4-acre vacant lot where The Alameda intersects with Bellomy Street and Park Avenue (2655 The Alameda). The project site was previously developed as a gas/service station but has remained vacant (unimproved) since its demolition in 1993.

The proposed project involves a General Plan Amendment to change the General Plan land use for the site from Neighborhood Mixed Use (10-36 DU/AC; 0.10 Commercial FAR minimum) to Very High Density Residential (51-100 DU/AC; Commercial allowed with no minimum FAR) and a Rezone from Neighborhood Commercial (CN) to Planned Development (PD). These entitlements collectively would allow for the proposed development of a four-story mixed-use project with 39 rental housing units (resulting in a density of 97.5 DU/AC), 1,500 square feet of ground floor commercial space, public and resident amenities, 38 on-site parking spaces (24 below grade and 14 at grade), 8 motorcycle spaces, landscaping, and public and private on- and off-site improvements. The project would restrict 15 percent of the total units (minimum 5 units) to low-income residents based on an Average Median Income (AMI) of 100%, equivalent to the Moderate Income affordability category.

The project was presented to the Planning Commission at a publicly noticed special meeting on July 13, 2023. The Planning Commission staff report (Attachment 3) provides an analysis of the project's conformance with the General Plan, Zoning and other regulations. The Planning Commission recommended approval of the project.

DISCUSSION

At the July 13, 2023 Planning Commission meeting, staff presented an overview of the proposal, addressing site conditions and surrounding uses, the required traffic and pedestrian improvements, community outreach, and the Mitigated Negative Declaration prepared for the project in conformance with the California Environmental Quality Act (CEQA). The applicant then made a presentation highlighting the timeline for development, tenancy, project improvements and benefits, parking accommodations, noise mitigation measures for the building, the required vapor monitoring and

construction requirements for the site given its former use as a gas station, and shade and shadow conditions on the interior common space.

Eight members of the public provided comment in person and via Zoom. Public comment included a representative of Carpenters Union Local 405, advocating for the incorporation of labor standards and a certified apprenticeship program into the project. Other community members commented on the proposed building design, parking count, affordability level of the Below Market Rate (BMR) units, mitigation of soil contamination and airborne transport with construction, and sound attenuation of interior noise for resident tenants. The public speakers were split on the issue of parking between those who believe the proposed parking is insufficient and will exacerbate existing conditions and those stating that parking is not an issue given the surrounding uses and accessibility to transit and Transportation Network Companies (TNC), such as Uber. A number of individuals expressed support for a greater allocation of the requisite 15 percent affordable units to the low-income households category. Public speakers were also split between those who expressed a desire to see a more homogeneous and unified design in the building architecture and those who expressed a desire for an enhanced, more unique (architecturally iconic) design.

In response to the Commission's and the public's comments, staff provided the following information:

- In regards to affordable housing, the project would be subject to the City's affordable housing ordinance, which requires that of the 39 rental units, 15 percent (5.85 units) must be provided at affordable rental prices to lower-income households (at an average income level of 100% area median income (AMI)). Because the affordability requirement will result in a fractional (0.85) unit, the developer has the option of either providing six affordable units or providing five units and paying an in-lieu fee for the fractional unit.

- Consistent with the California Environmental Quality Act (CEQA), the project requires a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

- In regards to parking, per State law, projects within one-half mile of major transit stops are exempt from any local parking requirements. The subject site qualifies for this exemption, as it is 0.4 miles from the Santa Clara Caltrain Station. In this case, the developer is voluntarily proposing to provide three parking spaces for commercial use and 35 spaces for residential/tenant use for the 39 units, resulting in a ratio of just less than one space per unit. The applicant's rationale for the proposed parking count is that it will meet the anticipated demand based on tenancy by students and proximity to the Santa Clara University campus, neighborhood commercial uses, and local and regional transit services.

Following public comments, the Planning Commission discussed the project and entitlements under their purview. The Planning Commission then concluded deliberations and adopted resolutions to make the following recommendations to the City Council: 1) approve the MND & MMRP (7-0-0); 2) approve the General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential (7-0-0); and 3) approve a rezone from CN to PD to allow the development of a four-story mixed-use project with 39 rental units, 1,500 square feet of ground floor commercial space, public and resident amenities, 46 on-site parking spaces (car and motorcycle), landscaping, and public and private on- and off-site improvements, subject to conditions (6-1-0). The rezone motion included

passing the Resolution with the following modifications:

- *Add a new paragraph 5 at the end of the Resolution and change the numbering "effective date" paragraph to paragraph 6. Paragraph 5 to state: "The Planning Commission encourages the owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project."*
- *Change the second sentence in Condition P18 to state "TDM measures shall include…" instead of "TDM measures are to include…" regarding transit passes.*

Commissioner Bouza voted in opposition to the rezoning resolution stating that he did not agree with the modifications, but otherwise supported the project.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration (MND) was prepared for the project by the environmental consultant firm David J. Powers & Associates, Inc., in accordance with the California Environmental Quality Act (CEQA). The MND and Notice of Availability (NOA) were posted on the City's website at <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa> and circulated for 30-day review on April 13, 2023 and ending on May 15, 2023, in accordance with CEQA requirements. The Planning Division received agency comments on the MND from San Jose Mineta International Airport, California Department of Transportation and Valley Water which are provided as Attachment 2 to this report, along with responses to comments for review.

The MND examined potential environmental impacts associated with project development and identified air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, and noise impacts and determined incorporation of mitigation measures into the project would reduce all potential impacts to less than significant. A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the MND and would be implemented through project conditions of approval and the MMRP for the proposed project.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library. Furthermore, public outreach for the project is consistent with City Council Resolution No. 17-8456, regarding public outreach policy.

Public Notices and Comments
A newspaper notice for this item was published on June 28, 2023 in *The Weekly*, a newspaper of general circulation, for the Planning Commission meeting on July 13, 2023 and City Council meeting of August 29, 2023. On August 17, 2023, the notice of public hearing for this item was posted in three conspicuous places within 300 feet of the project site and was mailed to property owners within 1,000 feet of the project site boundaries in the Old Quad District. The Planning Division received comments on the project, which are provided in Attachment 8 to this report for review.

Public Outreach Meetings
Virtual public outreach meetings were conducted by the property owner and project architect on November 10, 2021 and May 24, 2023 to engage the neighborhood community in the planning process. Notices of the meeting were mailed by the applicant to property owners in the Old Quad District and interested parties (resulting in 5,950 mailings for each meeting) and was also posted on the City's website. These meetings provided the community the opportunity to review and comment on the proposal and revised changes made to the proposed building and site design resulting from community input. This also served as an opportunity to share comments and concerns regarding the on-site parking count, trends regarding use of street parking in the project area, pedestrian safety, and traffic generated by the project.

ALTERNATIVES

1. Adopt a resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2655 The Alameda Mixed-Use Project.
2. Adopt a resolution to approve a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
3. Adopt a resolution to approve a Rezone from Neighborhood Commercial (CN) to Planned Development (PD), subject to conditions.
4. Deny the General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential
5. Deny the Rezone from Neighborhood Commercial (CN) to Planned Development (PD).

RECOMMENDATION

Alternatives: 1, 2, and 3.

1. Adopt a resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2655 The Alameda Mixed Use Project.
2. Adopt a resolution to approve a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
3. Adopt a resolution to approve a Rezone from Neighborhood Commercial (CN) to Planned Development (PD).

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
2. Responses to Comments received on the Mitigated Negative Declaration
3. Planning Commission Staff Report of July 13, 2023

4. Resolution Recommending Council Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
5. Resolution Recommending Council Approve the General Plan Amendment
6. Resolution Recommending the Council Approve the Rezone
7. ALUC Finding of Conformance
8. Correspondence
9. Conditions of Rezoning Approval
10. Development Plans

2655 The Alameda Mixed Use Project

Mitigated Negative Declaration
and
Mitigation Monitoring and Reporting Program

2655 The Alameda Mixed Use Project (CEQA) | Environmental Review/CEQA | City of Santa Clara (santaclaraca.gov)

2655 THE ALAMEDA MIXED USE PROJECT
RESPONSE TO LATE COMMENTS

This memo responses to a late public comment letter on the Initial Study/Mitigated Negative Declaration related to the potential environmental impacts of the project under CEQA. Numbered responses correspond to comments in the comment letter. A copy of the comment letter is attached.

Comment Letter A: Claudia Daw – July 12, 2023

Comment A-1: This letter is in reference to item 4, #23-633; action on mitigated negative declaration and mitigation and reporting program, general plan amendment and rezone for the property at 2655 The Alameda to allow the development of a four-story multi family housing development with 39 rental units and 1,500s square feet of ground floor commercial space.

#1) The City Council needs to look carefully at this land in particular. Both Geof Goodfellow and Larry Wolfe stated, back in 2004, that the property was polluted and need 30 to 40 years to mitigate the problem. The neighborhood must be assured that disturbed, contaminated soil, which will become airbourn will not result in cancer causing particulates being released into the air.

> **Response A-1:** As discussed in Section 4.9 (pages 68-73) of the Initial Study, there is documented contamination on-site from a previous leaking underground storage tank (LUST) on the site and from an off-site LUST. The Initial Study outlined the potential exposure risk from contaminated soils, soil vapor, and groundwater during construction and identified specific mitigation measures to address the impact. With implementation of the mitigation, the impact would be less than significant and would not result in a significant health risk to the neighborhood.

Comment A-2: #2 – The resolution to change (amend) the General Plan zoning from Neighborhood Mixed Use to Very High Density Residential flys in the face of decades of efforts to protect the area from unusually high traffic congestion and resident parking. As there is already a serious parking problem even with restrictions using parking permits and limited hours a car may park on the streets.

Also, it is doubtful that 39 apartment units will accommodate needed vehicle parking if each apartment houses 4 more people. Most individuals bring a car or use a car to traverse here and there. If 4 people times 39 units own a car that is 117 vehicles total. A vehicle 6 feet wide by 20 feet long = 120 square feet of vehicle. 1500/120 = 12 spaces. Even if up to 30 vehicles could fit into the "garage", the remaining residents would have to find parking on streets already congested.

> **Response A-2:** As discussed on page 86 of the Initial Study, the existing General Plan designation would allow up to 14 units on the project site. With the proposed General Plan Amendment, the site could be developed with up to 40 units. The project proposes 39 units, resulting in 25 additional residential units on-site. The General Plan included a net increase of 2,957 dwelling units throughout the City. The increase in housing allowed on-site would be approximately 1.3 percent of the total housing planned for the City of Santa Clara. As a result, the project would not represent a significant amount of growth on the project site.
>
> As outlined in the project description (page 6) and discussed on page 118 of the Initial Study, the project would provide 33 parking spaces. Per recent state law, projects in proximity to transit are exempt from local parking requirements.

Comment A-3: Then there is the traffic problem. The City of Santa Clara is has not adequately addressed this challenge. Lafayette Street is awash in traffic which already is a hazard to pedestrian's attempting to cross it. This is especially true for students crossing to SCU at Franklin Street and Santa Clara Streets.

The very thought of increasing traffic and congestion street parking bordors on insanity and is immoral.

> **Response A-3:** Traffic impacts are based on vehicle miles traveled (VMT), which calculates how far a person needs to travel between home, work, and services. Congestion, in and of itself, is not an impact under CEQA. As discussed on page 117 of the Initial Study, based on the density, proximity to transit, and parking ratio of the proposed project, the project would be consistent with the requirements for a low VMT, transit-oriented development project under the Office of Planning and Research and City of Santa Clara VMT guidelines. The project was found to have a less than significant VMT impact. The project was also found to have a less than significant impact on transit facilities, pedestrian facilities, and bicycle facilities.
>
> The Initial Study did include a traffic operations analysis (Appendix F). As shown in Table 1 of Appendix F, the total daily trips for the site is estimated to be 214 with 15 AM Peak Hour trips and 19 PM Peak Hour trips. This is a fraction of the current total daily trips on Lafayette Street and the surrounding streets and will not affect the operation of the local roadways.

Comment A-4: Litter: Students and/or renters toss their garbage here, there and everywhere. The neighborhood resembles a ghetto from September to June where all manner of "things" are discarded. These include beds, bedding, beer and/or alcoholic beverage bottles by the dozen are thrown into the streets, gutters, lawns, and hung from trees. All manner of household goods are discarded in alarming quantities throughout the neighborhood but specifically on Park Ave, Bellomy, Washington and The Alameda near Safeway. The appearance of Roof Rats, Norway Rats, mice and other rodents has steadily increased in the area as the population of youthful residents has increase and their density exploded.

How would these terrible circumstances be improved by increasing the problem further?

> **Response A-4:** The proposed project would be market-rate rental units and it would be speculative to assume who would live there or whether or not the issues described above would occur on this site. Litter is a code issue and the assumed habits of future residents regarding litter are not within the purview of CEQA. The project will be required to comply with all City and regulatory requirements for garage storage and collection.

Comment A-5: #3) Rezone from Neighborhood Commercial to Planned Development –
Unless the City of Santa Clara provides for the added traffic and congestion thereof, this new project at 2655 The Alameda will cause harm to the residents of the area. Refer to the comment regarding Lafayette Street. Additionally their does not seem to be the mention of additional lighting, bike lanes, traffic light improvements, alteration in medians, adequate fresh water conveyances or effluent management etc.

Response A-5: As discussed in Response A-3, the proposed project would have a less than significant VMT impact. The project was also found to have a less than significant impact on transit facilities, pedestrian facilities, and bicycle facilities. There is no nexus to require improvements to the existing roadway network.

Utilities and Service Systems are analyzed in Section 4.19 of the Initial Study. As discussed on pages 124 – 126 of the Initial Study, there is sufficient potable water and sanitary sewer capacity to support the proposed project. The General Plan Amendment would allow an additional 25 units on the site compared to the existing General Plan designation. As proposed, the project would result in approximately 65 residents on-site. This is a marginal increase on the demand for sewer and water line capacity and would not require the expansion of the existing utility infrastructure.

Comment A-6: Additionally, this tall building does not fit into the rhythm of the existing housing and neighborhood and appears to be more of an eye soar than anything else. It is an ugly building to be frank, and should be build in downtown San José where ugly is an acceptable norm. Out neighborhood needs a building which fits into the beautiful neighborhood that exists today.

Response A-6: The proposed building would be four-stories, which is comparable to the student housing across The Alameda, and smaller than other nearby apartments on Homestead Road and Benton Street. It is compatible with the mixed-use nature of the area which includes high and low density residential, commercial buildings, and Santa Clara University. As discussed on page 13 of the Initial Study, the project is located in a transit priority area. Under Senate Bill (SB) 743, a project's aesthetic impacts would be less than significant if a project is a residential, mixed-use residential, or employment center project located on an infill site within a transit priority area. Because the proposed project would be located within a half mile of transit and would be classified as urban infill, the proposed project would be consistent with SB 743 and would result in a less than significant aesthetic impact.

1 of 4

July 12, 2023

To Planning Commission

RECEIVED
JUL 12 2023
PLANNING DIVISION

This letter is in reference to item 4, # 23-663; Action on Mitigated Negetive Declaration and Mitigation and Reporting Program, General Plan Amendment and Rezone for the Property 2655 The Alameda to allow the Development of a Four-story Multi family Housing Development with 39 Rental Units and 1,500 square feet of Ground floor Commercial Space -

#1 The City Council needs to look cafefully at this land in particular. Both Geof Goodfellow and Larry Wolfe stated, back in 2004 that the property was polluted and need 30 to 40 years to mitigate the proplem. The neighborhood must be assured that disturbed, contaminated soil, which will become airbourn will not result in cancer causing particulates being released into the air.

#2 - The resolution to change (Amend) the General Plan Zoning from Neighborhood Mixed use to Very High Density Residential flys in the face of decades of efforts to protect the area from unusually

over

July 12, 2023

High traffic congestion and resident parking. As their is already a serious parking problem even with restrictions using parking permits and limited hours a car may park on the streets.

Also, it is doubtful that 39 apartment units will accomodate needed vehicle. parking if each apartment houses 4 more people. Most individuals bring a car or use a car to traverse here and there. If 4 people times 39 units own a car that is 117 vehicles total, A vehicle 6 feet wide by 20 feet Long = 120 square feet of vehicle. 1500/120 = 12 spaces Even if up to 30 vehicles could fit into the "garage", the remaining residents would have to find parking on streets already congested.

Then there is the traffic problem. The City of Santa Clara has not adequately addressed this challenge. Lafayette St is awash in traffic which already is a hazard to pedestrians attempting to cross it. This is especially true for students crossing to SCU at Franklin and Santa Clara streets.

July 12, 2023

The very thought of increasing traffic and congesting street parking borders on insanity and is immoral.

Litter: Students and/or renters toss their garbage here, there and everywhere. The Neighborhood resembles a ghetto from September to June where all manner of "things" are discarded. These include beds, bedding, beer and/or alcoholic beverage bottles by the dozen are thrown into the streets, gutters, lawns and hung from trees. All manner of household goods are discarded in alarming quantities throughout the neighborhood but specifically on Park Ave, Bellomy, Washington and the Alameda near Safeway. The appearance of Roof Rats, Norway Rats, mice and other rodents has steadily increased in the area as the population of youthful residents has increased and their density exploded.

How would these terrible circumstances be improved by increasing the problem further?

July 12, 2023

#~~3~~ 3) Rezone from ~~C~~ Neighborhood Commercial to Planned Development –

Unless the City of Santa Clara provides for the added traffic and congestion thereof, this new project at 2655 The Alameda will cause harm to the residents of the area. Refer to the comment regarding Lafayette St. Additionally there does not seem to be and mention of additional lighting, bike lanes, traffic light improvements, alteration in medians, adequate fresh water conveyances or effluent management etc.

Additionally, this tall building does not fit into the rhythm of the existing housing and neighborhood and appears to be more of an eye soar than ~~the~~ anything else. It is an ugly building to be frank, and should be build in down-town San Jose where ugly is an acceptable norm. Our neighborhood needs a building which fits into the beautiful neighborhood that exists today.

Thank you. Sincerely
Claudia Daw

[redacted]

23-663 **Agenda Date: 7/13/2023**

REPORT TO PLANNING COMMISSION

SUBJECT

Action on Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, General Plan Amendment and Rezone for the Property Located at 2655 The Alameda to Allow the Development of a Four-story Multi-family Housing Development with 39 Rental Units, and 1,500 Square Feet of Ground Floor Commercial Space.

REPORT IN BRIEF

Applicant / Owner: Anjuli Habbas, Kapital Alameda, LLC
General Plan: Neighborhood Mixed Use
Zoning: Neighborhood Commercial (CN)
Site Area: 0.4 acres
Existing Site Conditions: The property is a fenced triangular vacant parcel
Surrounding Land Uses:

- North: Santa Clara University campus
- South: Safeway shopping center and parking lot
- East: The Alameda and Santa Clara University campus
- West: Park Avenue and a mix of residential and commercial uses

Issues: Consistency with the City's General Plan and Zoning Ordinance

Staff Recommendation: That Planning Commission approve resolutions recommending the City Council adopt the proposed Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), General Plan Amendment, and Rezone for the property located at 2655 The Alameda.

BACKGROUND

On August 10, 2022, Anjuli Habbas with Kapital Alameda LLC ("Owner") filed an application to develop the vacant, unimproved property located at 2655 The Alameda. The proposed development would be a mixed-use, 39-unit, multi-family residential building, including private and public amenities and off-site improvements. The proposal requires a General Plan Amendment and Rezone of the property to change the land use designation and zoning of the site to allow residential development with ancillary neighborhood retail/commercial uses at a density consistent with the City's General Plan Very High Density Residential land use designation.

VTA Frequent Route 22 bus service occurs along El Camino Real/The Alameda at 15 minute headways and has northbound and southbound bus stops located within the vicinity of the site. The nearest bus stop is located approximately 1,400 feet (approximately ¼ mile) south of the project site and links with additional local bus routes and regional rail service at the Santa Clara Transit Center.

The Transit Center is located approximately 0.6 miles from the project site and connects with Caltrain, Altamont Corridor Express and Capitol Corridor rail service.

DISCUSSION

The proposed project includes a General Plan Amendment to change the General Plan Land Use Diagram designation for the subject property from Neighborhood Mixed Use (10-36 Dwelling Units per Acre) to Very High Density Residential (51-100 DU/AC). The Neighborhood Mixed Use designation requires neighborhood serving retail, service commercial and/or local office uses at a minimum Floor Area Ratio (FAR) of 0.10. The proposed Very High Density Residential designation would allow a higher density residential development, while allowing retail and other compatible commercial uses that activate the street on the ground floor. The project also includes a Rezone from Neighborhood Commercial (CN) to Planned Development (PD) (File No. PLN22-00448) to establish uses and development standards specific to the proposed project. To fulfill the requirements of the Californian Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) (SCH# 2023040354) have been prepared for the project.

These entitlements collectively would allow for the construction of a four-story multi-family housing development with 39 rental units, 1,500 square feet of ground floor commercial, public and resident amenities, 42 on-site parking spaces, landscaping, and public and private on- and off-site improvements. The project would be subject to the City's affordable housing ordinance, which requires that of the 39 rental units, 15 percent (5.85 units) would be provided at affordable rental prices to lower-income households (at an average income level of 100% area median income (AMI)). Because the affordability requirement will result in a fractional (0.85) unit, the developer has the option of either providing six affordable units, or providing five units and paying an in-lieu fee for the fractional unit.

The proposal has been evaluated for conformance with the City's General Plan and Zoning Code as discussed below.

General Plan Conformance

General Plan Amendments are evaluated for consistency with the goals and policies of the General Plan to determine if the proposed General Plan land use diagram change will align with the overarching intent of the General Plan.

The site is currently designated Neighborhood Mixed Use on the General Plan land use diagram. This designation supports medium density pedestrian-oriented residential-commercial mixed-use development, with a focus on ground-level neighborhood serving retail, service/office or local office uses, at a minimum 0.10 FAR. For properties that are less than one-acre, such as the subject site, the allowed residential density range is 10-36 DU/AC. Auto-oriented uses are not considered appropriate in this designation.

The applicant is requesting a General Plan Amendment for the site to Very High Density Residential. This designation supports residential development ranging from 51 to 100 DU/AC with the goal of taking advantage of proximity to transit. This designation allows retail/commercial uses on the ground floor of new development without a minimum FAR requirement. It is intended for development of mid- to high-rise buildings with an urban feel, structured or below grade parking and shared outdoor space. The proposed project would be consistent with the intent of this designation as it would be a four-

story mixed-use building with 1,500 square feet of ground floor retail/commercial space at an FAR of 0.09 and 39 rental apartment units at density of 97.5 DU/AC with shared common space and subgrade and first floor parking.

The proposed project is consistent with General Plan Policies as analyzed below:

Residential Land Use Policies

- 5.3.2-P1: Encourage the annual construction of the housing units necessary to meet the City's regional housing needs assessment (RHNA) by reducing constraints to housing finance and development.
- 5.32-P2: Encourage higher-density residential development in transit and mixed-use areas and in other locations throughout the City where appropriate.
- 5.3.2-P3: Encourage indoor and outdoor private and common spaces as part of all new residential developments, including clustering of units to maximize open space opportunities where appropriate.
- 5.3.2-P6: Provide adequate choices for housing tenure, type and location, including higher density, and affordability for low- and moderate-income and special needs households.
- 5.3.2-P7: Construct and preserve affordable housing for low- and moderate-income households through the use of public subsidies, regulatory incentives, and flexible development standards.
- 5.3.2-P9: Encourage senior, and group residential facilities, and affordable housing developments near neighborhood retail, support services and transit facilities.

Consistent with the above policies, the project would contribute 39 multi-family residential units to the City's housing stock at 97.5 DU/AC in proximity to public transportation with convenient connection to local and regional transit facilities, as well as neighborhood commercial and public/quasi-public uses, and outdoor open space and recreation areas. The project supports a mix of residential opportunities within the community by providing one- and two-bedroom apartment units and with15 percent restricted to be at affordable rental rates for lower income households. The project would thus contribute to the City's type and tenancy of housing and assist in achieving the assigned Regional Housing Needs Allocation (RHNA) targets required by the State of California for the production of affordable housing units.

General Land Use Policies

- 5.3.1-P8: Work with property owners to improve or redevelop underutilized and vacant properties.
- 5.3.1-P9: Require that new development provide adequate public services and facilities, infrastructure, and amenities to serve the new employment or residential growth.

The project would result in the development of a vacant parcel with a new building that would provide needed housing and commercial uses to the community. The project site is located in an urban setting surrounded by residential, commercial, and public / quasi-public uses and is served by existing public services, facilities, and infrastructure.

- 5.3.1-P10: Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees at a minimum 2:1 ratio on- or off-site replacement for trees removed as part of the project to help increase the urban

forest and minimize the heat island effect.

Consistent with the above policy, the project includes a landscape plan for the site and street frontages with a variety of plant species and a total of thirteen (13) 36-inch box street trees to reduce the heat island effect, enhance the pedestrian experience and visually improve the streetscape. The proposed development would require the removal of one tree and exceed the required 2:1 replacement ratio with project development.

- 5.3.1-P12: Encourage convenient pedestrian connections within new and existing developments.

Consistent with this policy, the project includes the replacement of the existing sidewalks along the street frontages of the site with a landscape park strip and sidewalk consistent with the Complete Streets design standards. Street trees are proposed within the park strips and incorporate drought tolerant plantings. The tree-lined separated sidewalk is designed to facilitate pedestrian access and safety, link neighboring land uses and visually improve the streetscape.

- 5.3.1-P2: Encourage advance notification and neighborhood meetings to provide an opportunity for early community review of new development proposals.
- 5.3.1-P26: Support a community-initiated planning process so that existing neighborhoods can participate in developing more detailed plans for street, landscape and pedestrian facility improvements.

Consistent with these policies, the applicant has conducted public outreach through mailings and two virtual meetings to present the project. The applicant has also met with Santa Clara University representatives and students and presented to the City's Neighborhood University Relations Committee (NURC). The meetings and presentations were conducted to inform and involve neighboring property owners, residents and interested individuals in the project design, as well as to address site, traffic and environmental concerns. Notices were mailed by the applicant to property owners in the Old Quad District and interested parties.

Transition Policies

- 5.5.2-P1: Require that new development incorporate building articulation and architectural features, including front door, windows, stoops, porches or bay windows along street frontages, to integrate new development into existing neighborhoods.

Consistent with this policy, the proposed building is designed to address the adjacent public streets with an urban aesthetic and to activate this public space. Front entries at the ground floor and windows, patios and balconies along the building elevations look onto the public streets. Offsets along the building planes and roof line break up massing and a mixture of materials and architectural features create visual breaks and interest that are compatible with the surrounding built environment.

- 5.5.2-P9: Improve pedestrian amenities, including sidewalks and bicycle paths, to promote neighborhood compatibility.

Consistent with this policy, the project includes pedestrian amenities such as complete street sections with a separated tree lined park strip and landscape setbacks behind the sidewalk to link

adjacent land uses. The landscape plan for the site also includes an outdoor courtyard at the intersection of Park Avenue and The Alameda as common outdoor space for community gathering and seating in front of the commercial space.

Additionally, at the project frontage corner, a new traffic pole with luminaire aligned with the crosswalk across Park Avenue will be installed, a new curb ramp will be constructed to improve connectivity and remove physical barriers to walking at that road crossing, and the existing pedestrian signals will be replaced with countdown pedestrian signals across Park Avenue and Bellomy Street.

The project is also conditioned to provide a fair share contribution for relocating the existing crosswalk across on The Alameda to be perpendicular with the roadway. This modification will require new curb ramps, modification of the median island on The Alameda, and new traffic signal pole with pedestrian push button and equipment.

- 5.5.2-P11: Restrict loading, trash and noise-generating activities to protect adjacent residential uses.
- 5.5.2-P12: Screen loading and trash areas to preclude visibility from off-site and public streets.

Consistent with these policies, the trash enclosure serving the project is located within the parking garage at the first level and is screened form view along the public right-of-way. Pick-up of trash and recycling materials is identified to occur in the loading zone on Park Avenue during prescheduled pick -up dates and times to avert noise impacts to residents.

Zoning Code Conformance
The applicant is proposing to rezone the property to a Planned Development (PD) zoning district. The project site is currently zoned Neighborhood Commercial (CN). The CN Zoning standards are discussed here as a point of reference. The CN zoning designation is a limited commercial zone for the provision of retail goods and services for convenience of the immediately adjacent neighborhood and does not allow for residential development. This zoning district establishes standards appropriate for neighborhood commercial development including a 35-foot building height limit, and 15-foot front and side setbacks, and no rear setback, as set forth in Chapters 18.34 and 18.74 of the City Code.

PD zoning districts are intended to allow for creative design solutions and land uses not otherwise allowed in standard zoning districts while maintaining compatibility with the existing community. Chapter 18.54 establishes a process and the requirements for PD zoning districts. The proposed PD zoning would establish standards for mixed-use development, which take into consideration existing and approved land uses and development surrounding the project site. The proposed rezone to PD would allow a mixed use development consisting of subgrade and first floor parking, ground floor retail, residential units on all four floors, outdoor tenant common space, and shared public open space utilizing flexible site/building design and parking standards for the project, as shown in the Development Plans (Attachment 9).

Parking
The project proposes to provide 42 parking spaces, allocating 3 parking spaces to the retail/commercial use and 39 spaces to the residential tenants. Per State law, projects within proximity to transit are exempt from any local parking requirements, but in this case the developer is voluntarily providing parking as described. For reference, the mixed use zoning districts in the City

Code have a parking requirement for multi-family residential of one space for each studio; one and one-half spaces for each one bedroom unit; two spaces for each two-plus bedroom unit and 1 space per 200 square feet of commercial, which would equal a requirement of 54 parking spaces with 2 of the spaces allocated to the commercial use and 52 spaces for resident use based on the bedroom count. The applicant's rationale for the proposed parking count is that it will meet demand based on anticipated tenancy by students, and proximity to the Santa Clara University campus, neighborhood commercial uses, and local and regional transit services.

Site Design and Architecture
The four-story structure is designed with one level of subgrade parking; first floor garage parking, commercial lease space, residential units, lobby and building operations. The peak height of the structure is 55.5 feet. Residential units are located on the three floors above and are designed to encircle an open courtyard that is located on the second floor for resident use. The unit mix of the residential units is a combination of one bedroom/one bath units ranging in size from 554 square feet to 732 square feet and two bedroom/two bath units from 807 to 1,266 square feet. In total there are 26 one bedroom/one bath units and 13 two bedroom/two bath units. Each unit either has an exterior patio (first floor units) or balcony (floors 2 - 4). The building occupies the majority of the lot (80%) with setbacks of four feet along the street frontages and six feet along the rear abutting the Safeway parking lot. The proposed clear ceiling height of the first floor is 15 feet, sufficient to support the use of the commercial tenant space. The overall building height, massing, setbacks and building articulation are thus consistent with traditional urban setting design.

The proposed building architecture has a modern design aesthetic that is clad with a stucco finish and incorporates wood paneling, lintels and trim details into the exterior finish and decorative metal canopies, railings and wood trellis features to provide textural and visual interest. The use of divided light windows and alternating use of materials provides a rhythmic cohesion and symmetry in the design. Offsets in the building elevations and varied roof planes and dentil features provide breaks in mass and scale of the structure. Rooftop mechanical equipment is screened from view along the public right-of-way by a roof parapet. With these elements, the building will have a level of articulation and visual interest consistent with the City's Zoning Code standards.

Circulation and Parking
The project is accessed by a two-way driveway on the Park Avenue and The Alameda frontages. These driveways provide ingress and egress to first floor parking and the subgrade parking garage. The project provides a total of 44 parking spaces that consist of 33 non-EV car parking spaces, 5 electric vehicle parking spaces, and 6 motorcycle spaces. A secure bicycle storage room for 57 bicycles is located on the first floor inside the garage. Bike racks are also provided adjacent to the commercial tenant space entry along Park Avenue. A loading zone is also located along Park Avenue near the driveway for deliveries, passenger pick-up/drop-off, moving, and trash staging and pickup.

Landscaping and Open Space
The project includes a landscape plan for the site that incorporates a mixture of plant species and trees for planting the common areas and setbacks, as well as the planter strips fronting the project site. There is only one tree on-site currently which is not a protected tree and would be removed with project development. The project includes the installation of 13 street trees and 15 on-site trees, greater than the 2:1 minimum replacement requirement, and provides landscaping in the outdoor common space areas.

The project provides common open space that is shared specifically for the tenants and open space that is shared with the public. Common outdoor space for tenant use is centrally located on the second level and is open to above. The area includes landscaping with tree and plant species, seating areas, workspace, a barbeque and a ping-pong table for passive and active uses. Shared public space is provided in front of the commercial tenant space at the northern tip of the project site where Park Avenue and The Alameda meet. This area is designed as a gathering area for individuals to congregate or pass through and includes raised planter beds for seating and landscaping.

Conclusion
Staff recommends approval of the proposed project as it would implement several General Plan policies, providing for new housing that meets the community's needs, while being appropriately programmed and designed to complement the surrounding neighborhood.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration (MND) was prepared for the project by the environmental consultant firm David J. Powers & Associates, Inc., in accordance with the California Environmental Quality Act (CEQA). The MND and Notice of Availability (NOA) were posted on the City's website at <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa> and circulated for 30-day review on April 13, 2023 and ending on May 15, 2023, in accordance with CEQA requirements. The Planning Department received agency comments on the MND from San Jose Mineta International Airport, California Department of Transportation and Valley Water which are provided as Attachment 2 to this report, along with responses to comments for review.

The MND examined potential environmental impacts associated with project development and identified air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, and noise impacts that with incorporation of mitigation measures into the project would reduce all potential impacts to less than significant. A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the MND and would be implemented through project conditions of approval and the Mitigation Monitoring and Reporting Program (MMRP) for the proposed project.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

On June 28, 2023, a notice of public hearing for this item was published in the *Weekly*, a newspaper of general circulation in the City.

On June 29, 2023, the notice of public hearing for this item was posted in three conspicuous places within 300 feet of the project site and was mailed to property owners within 1,000 feet of the project site boundaries in the Old Quad District. The Planning Department has received comments on the project, which are provided in Attachment 7 to this report for review.

Community Meetings
Virtual public outreach meetings were conducted by the Property Owner and Project Architect on November 10, 2021 and May 24, 2023 to engage the neighborhood community in the planning process. Notices of the meeting were mailed by the applicant to property owners in the Old Quad District and interested parties (resulting in 5,950 mailings for each meeting) and was also posted on the City's website. These meetings provided the community the opportunity to review and comment on the proposal and revised changes made to the proposed building and site design resulting from community input. As well as to share comments and concerns regarding the on-site parking count, overuse of street parking in the project area, pedestrian safety, and traffic generated by the project.

ALUC Meeting
The project site is located in the San Jose International Airport (SJC) Influence Area. As the proposed project requires a General Plan Amendment and Rezone of the property, it was referred to the Santa Clara County Airport Land Use Commission (ALUC) for review and finding of consistency with the SJC Comprehensive Land Use Plan (CLUP). The project was reviewed by the ALUC at a regularly scheduled meeting of May 24, 2023. Following staff presentation and public testimony, the Commission approved a finding of consistency that the General Plan Amendment and Rezone for development of the project proposal is consistent with the policies contained in the SJC CLUP. The ALUC finding of conformance is provided as Attachment 6. Consistent with ALUC 's determination, the following condition is added to the Conditions of Rezoning Approval (P5 in Attachment 8):

- *Prior to the issuance of building permits, pursuant to SJC CLUP policy G-5, an Avigation Easement shall be dedicated to the City of San Jose on behalf of San Jose International Airport.*

ALTERNATIVES

1. Adopt a resolution to recommend the City Council adopt the MND and Mitigation Monitoring and Reporting Program for The Alameda Mixed Use Project.
2. Adopt a resolution to recommend the City Council approve a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
3. Adopt a resolution to recommend City Council approve a Rezone from Neighborhood Commercial (CN) to Planned Development (PD) to allow construction of the four-story mixed use development as proposed.
4. Recommend the City Council deny a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
5. Recommend City Council deny a rezone from Neighborhood Commercial (CN) to Planned Development (PD) to allow construction of a mixed use development as proposed.

RECOMMENDATION

Alternative: 1, 2 and 3

1. Adopt a resolution to recommend the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2655 The Alameda Mixed Use Project.
2. Adopt a resolution to recommend the City Council approve a General Plan Amendment from Neighborhood Mixed Use to Very High Density Residential.
3. Adopt a resolution to recommend City Council approve a Rezone from Neighborhood Commercial (CN) to Planned Development (PD), subject to conditions.

Prepared by: Debby Fernandez, Associate Planner
Reviewed by: Alexander Abbe, Assistant City Attorney,
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
2. Responses to Comments received on the Mitigated Negative Declaration
3. Resolution Recommending Council Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
4. Resolution Recommending Council Approve the General Plan Amendment
5. Resolution Recommending the Council Approve the Rezone
6. ALUC Finding of Conformance
7. Correspondence
8. Conditions of Rezoning Approval
9. Development Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 2655 THE ALAMEDA MIXED USE PROJECT LOCATED AT 2655 THE ALAMEDA, SANTA CLARA

PLN22-00448 (General Plan Amendment and Rezone)
SCH# 2023040354

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on August, 10 2022, Anjuli Habbas representing Kapital Alameda, LLC ("Owner") filed an application for the vacant and unimproved 0.4-acre site located at 2655 The Alameda ("Project Site");

WHEREAS, the Owner applied for a General Plan Amendment from Neighborhood Commercial to Very High Density Residential and to Rezone the Project Site from Neighborhood Commercial (CN) to Planned Development (PD) to allow a four-story, mixed use development with 1,500 square feet of retail/commercial uses and 39 multifamily units, 46 subgrade and first floor parking spaces (38 auto and 8 motorcycle spaces), landscaping, and public and private on- and off-site improvements ("Project") as shown on the Development Plans, attached hereto and incorporated herein by this reference;

WHEREAS, the Project approvals will include Resolution No. _____ ("City Council General Plan Amendment "); Resolution No. _____ ("City Council Rezoning Resolution"); and this California Environmental Quality Act ("CEQA") Resolution (collectively, the "Approvals");

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15070, this Project was determined after an Initial Study to identify potentially significant effects on the environment which could be avoided with the implementation of mitigation measures, resulting in the drafting of a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, in conformance with CEQA, the MND was noticed and circulated for a 30-day public review period to the State Office of Planning and Research, Santa Clara County Clerk's Office, and interested parties property owners within 1,000 feet of the Project Site boundaries from April 13, 2023 to May 15, 2023; where during that period comment letters were received from San Jose Mineta International Airport, the California Department of Transportation and Valley Water, and along with the attached Responses to Comments Received on the MND are made part of the record;

WHEREAS, on June 21, 2023, a newspaper notice for this item was published in *The Weekly*, a newspaper of general circulation, for the Planning Commission meeting on July 13, 2023 and City Council meeting of August 29, 2023;

WHEREAS, on June 29, 2023, notices of the public meeting for the Planning Commission meeting of July 13, 2023 were posted in at least three conspicuous locations within 300 feet of the Project Site, and mailed to property owners within 1,000 feet of the Project Site boundaries;

WHEREAS, on July 13, 2023, the Planning Commission considered the Project, MND, MMRP and all pertinent information in the record including public testimony, at the conclusion of which the Planning Commission voted to recommend that the City Council adopt the MND and MMRP, approve the General Plan Amendment and rezone to allow a four-story, mixed use development with 1,500 square feet of retail/commercial uses and 39 multifamily units, 46 subgrade and first floor parking spaces, landscaping, and public and private on- and off-site improvements;

WHEREAS, on August 17, 2023, notices of the public meeting for the City Council meeting of August 29, 2023 were posted in at least three conspicuous locations within 300 feet of the Project Site, and mailed to property owners within 1,000 feet of the Project Site boundaries;

WHEREAS, the City Council reviewed the MND prepared for the Project, City staff report pertaining to the MND and all evidence at a duly noticed public hearing on August 29, 2023. All these documents and evidence are herein incorporated by reference into this Resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less-than-significant level by the mitigation measures specified in the MND and MMRP.

3. That the City Council hereby finds that the MND is complete, prepared in compliance with CEQA, and represents the independent judgment of the City Council.

4. That the City Council finds that the MND and MMRP completed for this Project has been completed in compliance with CEQA, and that approval of this Project as mitigated will have no significant negative impacts on the area's environmental resources, cumulative or otherwise, as the impacts as mitigated would fall within the environmental thresholds identified by CEQA.

5. That the City Council hereby adopts the MND and MMRP for the Project.

6. That the City Council hereby designates the Planning Division of the Community Development Department as the location for the documents and other material that constitute the record of proceedings upon which this decision is based and designates the Director of Community Development as the custodian of records.

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7. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 29th DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

_____
NORA PIMENTAL, MMC
ASSISTANT CITY CLERK

Attachments Incorporated by Reference:
1. Mitigated Negative Declaration (MND)
2. Mitigation Monitoring and Reporting Program (MMRP)
3. Responses to Comments Received on the MND
4. Development Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF A 0.4-ACRE PROJECT SITE LOCATED AT 2655 THE ALAMEDA, SANTA CLARA, FROM NEIGHBORHOOD COMMERCIAL TO VERY HIGH DENSITY RESIDENTIAL

PLN22-00448 (General Plan Amendment and Rezoning)
SCH# 2023040354 (Mitigated Negative Declaration)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on August, 10, 2022, Anjuli Habbas representing Kapital Alameda, LLC ("Owner") filed an application for a General Plan Amendment in connection with development of a 0.4-acre vacant and unimproved parcel (APN: 230-12-012) located at 2655 The Alameda ("Project Site");

WHEREAS, the General Plan Amendment proposes to change the existing land use designation for the Project Site from Neighborhood Commercial to Very High Density Residential (51 to 100 du/ac and ancillary retail/commercial uses);

WHEREAS, the Owner has simultaneously applied for a Rezone of the Project Site from Neighborhood Commercial (CN) to Planned Development (PD) to allow development of the Project Site with the construction of 1,500 square feet of retail/commercial uses and 39 multifamily dwelling units in a four-story structure with 46 subgrade and first floor parking spaces (38 auto and 8 motorcycle spaces), common open space, landscaping, and public and private on- and off-site improvements ("Project");

WHEREAS, Santa Clara City Charter Section 1007 requires that the Planning Commission provide input to the City Council on any proposed General Plan Amendment;

WHEREAS, on July 13, 2023, the Planning Commission conducted a duly noticed public hearing to consider the Project, at the conclusion of which the Commission recommended to the City Council approval of the proposed General Plan Amendment;

WHEREAS, notice of the public hearing on the proposed General Plan Amendment was published in the *Weekly*, a newspaper of general circulation for the City, on June 21, 2023;

WHEREAS, on August 17, 2023 notices of the public hearing on the General Plan Amendment were posted in at least three conspicuous locations within 300 feet of the Project Site and mailed to property owners within the Old Quad District (an area greater than 1,000 feet in radius from the Project Site boundaries), according to the most recent assessor's roll;

WHEREAS, notice was mailed to each local agency expected to provide water, sewage streets, roads, schools, or other essential facilities or services to the project, including Valley Water and the Santa Clara Unified School District, on June 29, 2023;

WHEREAS, Government Code Section 65355 requires the City Council to hold a public hearing prior to adopting a General Plan Amendment;

WHEREAS, before considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the information contained in the Mitigated Negative Declaration ("MND") for the Project (SCH# 2023040354);

WHEREAS, the City Council has reviewed the General Plan Amendment; and

WHEREAS, on August 29, 2023, the City Council has conducted a public hearing, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed General Plan Amendment.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. General Plan Amendment Findings. That the City Council finds and determines that the General Plan Amendment is in the interest of the public good for the following reasons:

   A. The proposed amendment is deemed to be in the public interest, in that:

The Project is located in an urbanized area served by existing infrastructure and municipal services. The Project would contribute 39 multi-family dwelling units to the City's housing stock in proximity to public transportation with ease of connection to local and regional transit facilities, as well as access to neighborhood commercial, public/quasi-public uses, and outdoor open space and recreation areas. The Project would provide 1,500 square feet of ancillary retail/commercial uses on the ground floor to serve the residents and surrounding community and reduce vehicle miles travelled with access to neighborhood goods and services. The General Plan Amendment to allow the mix of retail/commercial and residential development would facilitate affordable housing development and ancillary neighborhood retail/commercial uses on the Project Site through an increase in residential density and building height to make the Project economically feasible to construct. The building footprint and height allow the project to maximize open space and private use by the residents, while providing housing at a higher density, and includes common space that is available to the community.

B. The proposed General Plan Amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected, in that:

The Project would redevelop a vacant and unimproved parcel to construct 39 dwelling units and provide rental housing opportunities for individuals and families. The project would contribute to the City's type and tenure of housing and assist in achieving RHNA targets for the production of affordable housing units, as mandated by the State, by complying with the City's Affordable Housing Ordinance, which requires provision of a percentage of the housing units at affordable rental rates to lower income households and through the payment of in-lieu fees. The Project would lessen the jobs/housing imbalance in support of The City's General Plan Land Use and Housing goals and policies. Furthermore, the Project incorporates Transition Policies of the General Plan in site and building design to integrate into the community and would implement project conditions of approval to avoid and reduce impacts of development.

C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), in that:

A Mitigated Negative Declaration ("MND") was prepared in accordance with CEQA and the City circulated the MND and Notice of Availability to the public agencies which have jurisdiction by law with respect to the Project, as well as property owners within 1,000 feet of the Project Site boundaries and interested persons and organizations; and the City sought the comments of such agencies, organizations and persons.

D. The potential impacts of the proposed General Plan Amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program has been prepared for implementation with Project development to reduce potentially significant impacts identified in the MND to less than significant.

3. That the City Council, pursuant to Government Code §65358, hereby amends the General Plan by changing the General Plan Land Use Diagram for the Project Site to Very High Density Residential (51-100 du/ac and ancillary retail/commercial uses) to allow a mixed use development on the Project Site.

4. That the City Council hereby amends the General Plan by revising Figures 5.2-2 ("Land Use Diagram, Phase II") and 5.2-3 ("Land Use Diagram, Phase III") of Subsection 5.2.2 ("Land Use Classifications and Diagram") of Section 5.2 ("Land Use Diagram") of Chapter 5 ("Goals and Policies") of the General Plan, to reflect the General Plan land use change.

5. That based on the findings set forth in this Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearing on this matter the City Council approves the General Plan Amendment.

///

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 29th DAY OF AUGUST 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTAL, MMC
ASSISTANT CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A REZONING FROM NEIGHBORHOOD COMMERCIAL (CN) TO PLANNED DEVELOPMENT (PD) TO ALLOW A MIXED USE DEVELOPMENT LOCATED AT 2655 THE ALAMEDA, SANTA CLARA

PLN22-00448 (General Plan Amendment and Rezone)
SCH# 2023040354 (Mitigated Negative Declaration)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on August 10, 2022, Anjuli Habbas representing Kapital Alameda, LLC ("Owner") filed a development application for the 0.4 acre parcel located at 2655 The Alameda (APN: 230-12-012), which is currently vacant and unimproved ("Project Site");

WHEREAS, the Owner simultaneously applied for a General Plan Amendment from Neighborhood Commercial to Very High Density Residential to allow a mixed use development at 51 to 100 du/ac with ancillary retail/commercial uses and Rezone of the Project Site from Neighborhood Commercial (CN) to Planned Development (PD) to allow development of 1,500 square feet of retail/commercial uses and 39 multifamily dwelling units in a four-story structure with 46 subggrade and first floor parking spaces (38 auto and 8 motorcycle spaces), common open space, landscaping, and public and private on- and off-site improvements ("Project"), as shown on the Development Plans, attached hereto and incorporated herein by this reference;

WHEREAS, a Rezone of the property from CN to PD is required to allow creative development standards for site and building design, that are not otherwise allowed in standard zoning districts to construct a mix of retail/commercial uses and multifamily residential development with associated on-site and off-site public and private improvements;

WHEREAS, in conformance with CEQA, the Mitigated Negative Declaration (MND) prepared for the Project was noticed and circulated for a 30-day public review period from April 13, 2023 to May 15, 2023;

WHEREAS, the MND identified potential significant impacts of Project development that with implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMRP") will reduce potential mitigation measures to less than significant and will be incorporated into the Project;

WHEREAS, Santa Clara City Code (SCCC) Section 18.112.030 provides for the review and recommendation of the City's Planning Commission of all rezoning requests before action is to be taken by the City Council;

WHEREAS, on July 13, 2023, the Planning Commission held a duly noticed public hearing to consider the Project, MND, MMRP and all pertinent information in the record, including public testimony, at the conclusion which the Planning Commission voted to recommend that the City Council adopt the MND and MMRP, approve the General Plan Amendment and rezoning to allow development of the Project;

WHEREAS, notices of the August 29, 2023 City Council hearing on the proposed rezoning were mailed to all property owners within 1,000 feet of the property, according to the most recent assessor's roll, and posted in three conspicuous locations within 300 feet of the property, on August 17, 2023; and

WHEREAS, on August 29, 2023, the City Councill held a duly noticed public hearing to consider the Rezoning application, at which time all interested persons were given an opportunity to give testimony and evidence offered in favor and in opposition to the Project.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site from CN to PD to allow development of the Project, as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.

3. Pursuant to SCCC Code Section 18.112.050, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning for the Project Site does not allow for residential development and the creation of housing opportunities envisioned by the 2010-2035 General Plan. A PD zoning of the Project Site to allow residential development would implement the General Plan's Land Use and Housing goals and policies to provide a variety of housing opportunities and higher residential densities in proximity to neighborhood and community commercial uses, educational facilities, support services, local and regional transit facilities, outdoor open space and recreation areas.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area, in that the proposal is an infill development of a vacant parcel for mixed use development that incorporates Transition Policies of the General Plan for site and building design, on- and -off-site improvements to integrate into the community, and would implement project conditions of approval to avoid and reduce impacts of development.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change would allow for 39 new housing units in combination with neighborhood retail/and commercial uses within a four-story structure; and provide tenant private and common open space, and community space for outdoor public gathering. Construction of the project would contribute to the City's housing inventory and assist in production of affordable housing units to achieve RHNA targets as

mandated by the State with the provision of 15 percent of the residential units made available at affordable rental rates to extremely low, very low, low and/or moderate-income households.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts in that the proposed zone change would allow flexibility in the development standards to minimize building footprint and increase building height to provide multifamily housing at 97.5 du/ac with ancillary retail/commercial uses, tenant and community open space, streetscape improvements and a reduced number of parking spaces to take advantage of proximity to the Santa Clara University campus, neighborhood commercial uses and local and regional transit providers.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, MND and MMRP, the City Council hereby rezones the Project Site to allow a four-story mixed use development consisting of 1,500 square feet of ground floor retail/commercial uses and 39 multifamily dwelling units, 46 subggrade and first floor parking spaces, common open space, landscaping, and public and private on- and off-site improvements, as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval.

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5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL, AT A REGULAR MEETING THEREOF HELD ON THE 29th DAY OF AUGUST, 2023 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

Attachments Incorporated by Reference:
1. Rezone Conditions of Approval
2. Development Plans

ATTEST: _____
NORA PIMENTAL, MMC
ASSISTANT CITY CLERK

ALUC
SANTA CLARA
COUNTY AIRPORT LAND
USE COMMISSION

Airport Land Use Commission
County Government Center, 70 West Hedding Street, East Wing, 7th Floor,
San Jose, CA 95110
(408) 299-5781 FAX (408) 288-9198

June 7, 2023

Debby Fernandez
Associate Planner
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

RE: Referral from the City of Santa Clara requesting review of a proposed 56-foot tall Mixed-Use Development requiring General Plan and Zoning Code Map Amendments.

Dear Ms. Fernandez:

On May 24, 2023, the ALUC considered the above referral for consistency with the policies of safety, height and noise contained within the San Jose International Airport (SJC) Airport Land Use Compatibility Plan (ALUCP).

The above referenced project is sponsored by the City of Santa Clara and is related to General Plan and Zoning Ordinance Map Amendments necessary to ensure compatibility of a proposed 56-foot-tall mixed-use development at 2655 The Alameda. This project is scheduled to be heard by the City of Santa Clara Planning Commission on June 14, 2023.

Specifically, the project site is a 0.4-acre vacant parcel (APN 230-12-012) located at the corner of Park Avenue and The Alameda in the City of Santa Clara. The triangular shaped parcel is bordered by a parking lot on the south side of the site which serves a grocery store beyond, The Alameda to the east, and Park Avenue to the west. The site is near commercial and single-family residences to the west and the Santa Clara University campus on the north and east.

The Commission approved a finding that the City of Santa Clara sponsored General Plan and Zoning Ordinance Map Amendments associated with a mixed-use development at 2655 The Alameda to be consistent with the policies contained within the SJC ALUCP.

The following recommended condition of approval shall apply to the proposed modification:

- Prior to the issuance of building permits, pursuant to SJC CLUP policy G-5, an Avigation Easement shall be dedicated to the City of San Jose on behalf of San Jose International Airport.

Please note that pursuant to the Public Resources Code 21670, the City of Santa Clara has the option of overruling the ALUC's determination. Overrules require a 2/3 vote of the entire body of the City of Santa Clara City Council. The notification process to the ALUC and Caltrans Division of Aeronautics shall also be complied with.

ALUC
SANTA CLARA
COUNTY AIRPORT LAND
USE COMMISSION

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San Jose, CA 95110
(408) 299-5781 FAX (408) 288-9198

If you have any questions, please feel free to contact ALUC staff, Carl Hilbrants, at 408-299-5781, or via e-mail at carl.hilbrants@pln.sccgov.org.

Sincerely,

Carl Hilbrants
Senior Planner / ALUC Coordinator

Debby Fernandez

From: Planning Public Comment
Sent: Monday, August 21, 2023 10:54 AM
To: mark freschi; Planning Public Comment; Debby Fernandez
Cc: Lesley Xavier
Subject: RE: File No. PLN22-00448

Hi Mark,

This is to confirm your email has been received in the Planning Public Comment email box. By way of my reply I am including the appropriate Planning Division staff for their information.
Thank you for taking the time to notify us of your concerns. Your comments will be part of the public record on this item. We appreciate when members of the public take the time to provide their input.

Elizabeth Elliott
Community Development Department | Planning Division
1500 Warburton Avenue | Santa Clara, CA 95050
O: 408.615.2450 | D: 408.615.2474

www.SantaClaraCA.gov

City of Santa Clara
The Center of What's Possible

From: mark freschi <[redacted]
Sent: Friday, August 18, 2023 11:53 PM
To: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>
Subject: File No. PLN22-00448

I am the owner of 745 Locust St., which forms a "T" at Park Ave, almost in front of the proposed development.

I am writing to object to the development as proposed.

With 39 *proposed* units on .4 acres, it is over-scale and will over-burden the surrounding infrastructure. The density is unrealistic.

In particular, Locust St. isn't a full-sized 2-way street. Yet it will be a conduit from the development and its 100+ tenants, to SCU. Imagine the traffic and parking increase that a project of this size will cause. The adjoining Safeway parking will be affected. Via Services parking will be affected.

Adding residential is fine, but a project even half that size is too big.

I object.

Thank you,

Mark

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SANTA CLARA
COUNTY AIRPORT LAND
USE COMMISSION

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County Government Center, 70 West Hedding Street, East Wing, 7th Floor,
San Jose, CA 95110
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June 7, 2023

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Associate Planner
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

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Specifically, the project site is a 0.4-acre vacant parcel (APN 230-12-012) located at the corner of Park Avenue and The Alameda in the City of Santa Clara. The triangular shaped parcel is bordered by a parking lot on the south side of the site which serves a grocery store beyond, The Alameda to the east, and Park Avenue to the west. The site is near commercial and single-family residences to the west and the Santa Clara University campus on the north and east.

The Commission approved a finding that the City of Santa Clara sponsored General Plan and Zoning Ordinance Map Amendments associated with a mixed-use development at 2655 The Alameda to be consistent with the policies contained within the SJC ALUCP.

The following recommended condition of approval shall apply to the proposed modification:

- Prior to the issuance of building permits, pursuant to SJC CLUP policy G-5, an Avigation Easement shall be dedicated to the City of San Jose on behalf of San Jose International Airport.

Please note that pursuant to the Public Resources Code 21670, the City of Santa Clara has the option of overruling the ALUC's determination. Overrules require a 2/3 vote of the entire body of the City of Santa Clara City Council. The notification process to the ALUC and Caltrans Division of Aeronautics shall also be complied with.

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If you have any questions, please feel free to contact ALUC staff, Carl Hilbrants, at 408-299-5781, or via e-mail at carl.hilbrants@pln.sccgov.org.

Sincerely,

Carl Hilbrants
Senior Planner / ALUC Coordinator

Debby Fernandez

From: Rebecca Bustos
Sent: Tuesday, May 30, 2023 8:19 AM
To: Debby Fernandez; Lesley Xavier
Subject: FW: Catalyze SV Members Score Kapital Partners Santa Clara Mixed-Use Project at 2655 The Alameda

Rebecca Bustos | Principal Planner
Community Development Department, Planning Division
1500 Warburton Avenue, Santa Clara, CA 95050
Direct: 408.615.2464 | rbustos@santaclaraca.gov

From: Alex Shoor <alex@catalyzesiliconvalley.org>
Sent: Tuesday, May 30, 2023 12:00 AM
To: Ken Rodrigues <kenr@krparchitects.com>; anjuli@kapitalp.com; Lisa Gillmor <LGillmor@SantaClaraCA.gov>; Kathy Watanabe <KWatanabe@SantaClaraCA.gov>; Raj Chahal <RChahal@SantaClaraCA.gov>; Karen Hardy <KHardy@SantaClaraCA.gov>; Kevin Park <KPark@Santaclaraca.gov>; Sudhanshu Jain <SJain@SantaClaraCA.gov>; Anthony Becker <ABecker@SantaClaraCA.gov>; Priya Cherukuru <PCherukuru@SantaClaraCA.gov>; rherro@santaclaraca.gov; Yashraj Bhatnagar <YBhatnagar@Santaclaraca.gov>; Nancy Biagini <NBiagini@SantaClaraCA.gov>; Lance Saleme <LSaleme@SantaClaraCA.gov>; Qian Huang <QHuang@Santaclaraca.gov>; Mario Bouza <mbouza@Santaclaraca.gov>; Clerk <Clerk@santaclaraca.gov>; PlanningCommission <PLANNINGCOMMISSION@santaclaraca.gov>; Rebecca Bustos <RBustos@SantaClaraCA.gov>; Andrew Crabtree <ACrabtree@SantaClaraCA.gov>; Reena Brilliot <RBrilliot@SantaClaraCA.gov>; oqra@jthon.com; Jordan Grimes <jgrimes@greenbelt.org>; Ali Sapirman <ali@housingactioncoalition.org>; Mathew Reed <mathew@siliconvalleyathome.org>; jbaker@svlg.org; Ray Bramson <ray@destinationhomesv.org>; David Bini <david@scbtc.org>
Cc: Shreya Chokshi <projects@catalyzesiliconvalley.org>; Shalini Gupta <shalini@catalyzesiliconvalley.org>
Subject: Catalyze SV Members Score Kapital Partners Santa Clara Mixed-Use Project at 2655 The Alameda

Anjuli & Ken,

Thanks again for presenting the Kapital Partners project at 2655 The Alameda in Santa Clara to Catalyze SV's Project Advocacy Committee members a month ago. We appreciate your patience as we finalized the scorecard and letter.

Your project scored 3.8 out of 5 among our members. Overall, our members are supportive of your proposal and wish to see it approved *with* our members' constructive recommendations explained here:

1. Letter: Our members' constructive feedback on positive elements and recommended improvements.

2. Scorecard: Our members' thoughts on each relevant project category.

In the meantime, we're happy to set up a call and answer any questions you might have about our members' feedback. In the coming days, the project will be up on our website and it will include the letter and scorecard above.

We look forward to continuing to work with y'all on this project! Thanks again for working with us as you propose a mixed-income, mixed-use project in a key part of our Valley! - Alex

--
Alex Shoor
Executive Director | Catalyze SV
Get Catalyze SV apparel | Schedule time w/Alex

Please note my new email address & our org's new domain
alex@catalyzesiliconvalley.org | www.CatalyzeSiliconValley.org

CATALYZE SV

www.CatalyzeSV.org

May 29, 2023

Anjuli N. Habbas
Partner, Kapital Partners
1999 S. Bascom Ave, Suite 250,
Campbell, CA 95008

RE: Kapital Partner's Proposal for 2655 The Alameda in Santa Clara

Dear Ken & Anjuli,

Thank you for presenting Kapital Partners' proposal for 2655 The Alameda – a mixed-use development located at 2655 The Alameda in Santa Clara – to Catalyze SV members at our Project Advocacy Committee on April 26, 2023. As we understand it, the proposal is to construct a four-story retail and residential mixed-use development on a 0.4-acre vacant parcel. The structure will consist of 1540 sq. ft. of ground floor commercial space and 39 residential 1 and 2 bedroom units above. On-site amenities include a central courtyard and retail cafe space with public plaza on the corner. It includes 38 parking stalls, including 3 stalls for retail tenants and a large bike room for on-site residents. Our members offer the following feedback on the project.

Positive Elements:

Community: Catalyze SV (CSV) members were happy to hear engagement has occurred through two city-led community meetings and is meeting with additional key stakeholders like Santa Clara University, its students, and the Old Quad Neighborhood Association. We also applaud the development team for highlighting how the project has incorporated community feedback into its revised design.

Vibrancy: Our members were very impressed with the wide sidewalks that are pedestrian friendly. One of the best received features was the use of land at the edge of the site for a public plaza. The community-serving retail space on the ground floor, opening into the plaza, acts as an inviting feature for students and the community at-large. We appreciate the thoughtfulness of a designated spot for the broader community. We also recognize the effort to put greenery in the form of a pergola around the parking entrances.

Transportation: In its current design, the project proposes 38 parking spaces. Our members like this project's low parking ratio, though some members expressed a preference for even fewer parking spaces. One of the best received features was the integration of a large bike room with electric bike charging in it. We appreciate the multimodal design approach that supports a bike and pedestrian friendly environment.

Sustainability: Our members were happy to see a proposed all-electric building with integration of solar panels – that will mean lower electricity bills for residents. In addition, we liked the design of units overlooking the central courtyard that promote cross ventilation and passive cooling.

Intensity/Zoning: Our members appreciate seeing a lot of homes on a small site near Santa Clara University. At 98 homes per acre, this density is welcomed by our members, who wish to see greater efforts to meet our local housing needs. Overall, our members wish to see no changes that would reduce the height or density of this project.

Affordability: Our members strongly support the inclusion of on-site affordable housing in residential projects. As we understand it, the project proposes 15% of the units on-site as affordable units. This was well-received by our members who understand we desperately need affordable housing options for those most vulnerable to displacement. Our members also value that some of the homes will be more affordable because of their smaller floor plans.

Elements to Improve:

Community: Our members recommend Kapital engage some additional stakeholders, such as adjacent Safeway to discuss shared parking possibilities, labor unions, and underrepresented voices.

Vibrancy: To enhance this project, members suggestions include:

- more outdoor activities in the courtyard,
- better lighting for safety purposes,
- more pet-friendly elements,
- a mural on the exterior walls of the project, and
- activating the rooftop

Transportation: We ask Kapital Partners to explore more locations for visitor bike parking that is easily noticeable from the streets and inside. Some of our members would like to see additional bike parking reserved for the employees of the retail space. We also suggest offering free VTA transit passes for residents for a long period of time. We highly recommend unbundling the parking and designing the parking to be adaptable to change of use so it can be converted to accommodate more residential units in future.

Sustainability: Our members emphasize buildings that go above and beyond on sustainability. We recommend Kapital Partners pursue a higher third-party certification on this project, such as LEED Gold or Platinum. Some members had concerns regarding the sustainable disposal of materials – one mentioned organic waste composting, another wondered about where excavated soil will go, & another suggested a combination of softscape with large hardscape patches on sidewalks to aid groundwater recharge.

Intensity/Zoning: Our members wish to see Kapital Partners add one more floor to include more homes. In our discussion with the development team, this seems highly feasible. We would passionately support this extra effort, even in the face of any neighbor concerns. This is a key priority of Catalyze SV members.

Affordability: We strongly recommend the affordable homes be at lower income levels (AMI), as well as increasing the number of affordable units overall. Some of our members are also concerned about the availability of market rate units for the students who will be probable residents.

We're excited to work with Kapital Partners on this promising project in a place crying out for housing, height, and activation. We are grateful to provide feedback and look forward to the project being approved, especially with some of our improvements incorporated into your design.

Sincerely,
Catalyze SV's staff and Project Advocacy Committee members,

CC:

Mayor Lisa M. Gillmor (lgillmor@santaclaraca.gov)
Kathy Watanabe (kwatanabe@santaclaraca.gov)
Raj Chahal (rchahal@santaclaraca.gov)
Karen Hardy (khardy@santaclaraca.gov)
Kevin Park (kpark@santaclaraca.gov)
Sudhanshu Jain (sjain@santaclaraca.gov)
Anthony J. Becker (abecker@santaclaraca.gov)
Priya Cherukuru (pcherukuru@santaclaraca.gov)
Ricci Herro (rherro@santaclaraca.gov)
Yashraj Bhatnagar (ybhatnagar@santaclaraca.gov)
Nancy A. Biagini (NBiagini@santaclaraca.gov)
Lance Saleme (LSaleme@Santaclaraca.gov)
Qian Huang (QHuang@santaclaraca.gov)
Mario Bouza (MBouza@Santaclaraca.gov)
City Clerk (Clerk@santaclaraca.gov)
Planning Commission (PlanningCommission@santaclaraca.gov)
Rebecca Bustos (rbustos@santaclaraca.gov)
Andrew Crabtree (acrabtree@santaclaraca.gov)
Reena Brilliot (rbrilliot@santaclaraca.gov)
Old Quad Neighborhood Association (oqra@jthon.com)
Greenbelt Alliance (jgrimes@greenbelt.org)
Housing Action Coalition (ali@housingactioncoalition.org)
SV@Home (mathew@siliconvalleyathome.org)
Silicon Valley Leadership Group (jbaker@svlg.org)
Destination: Home (ray@destinationhomesv.org)
Santa Clara & San Benito Counties Building & Construction Trades Council (david@scbtc.org)
Catalyze SV (projects@CatalyzeSiliconValley.org)

About Catalyze SV

Catalyze SV's Project Advocacy Committee is comprised of community members who identify, evaluate, & lead advocacy efforts around specific development projects.

CATALYZE SV

Project Review Scorecard

OVERVIEW

This project review scorecard provides guidelines for consistently evaluating how a proposed development aligns with Catalyze SV's values. Catalyze SV's values are:

- Inclusive, Diverse Communities
- Healthy, Sustainable Development
- Convenient Transportation Choices
- Housing Solutions for All
- Vibrant Places for People
- Equitable Community Engagement

Grading Criteria - Merits

Community: The applicant is making significant efforts to reach out to the community, including underrepresented** voices, and has addressed recommendations collected through community engagement.

Vibrancy: The proposal seizes locational opportunities and includes features to enhance the human experience of the site and neighborhood. Public and private space is designed to promote physical, mental, and/or social well-being while connecting with parks, fresh food, and/or other community amenities.

Transportation: The project recognizes the growing importance of a variety of mobility solutions, incentivizes reduced automobile usage, and measures mobility after the project is built and occupied. Transportation Demand Management plans are encouraged.

Sustainability: The project incorporates measurable green building features. CalGreen Tier 1 or 2 measures and/or third-party certifications (LEED, WELL, Living Building Challenge, etc) are encouraged. Some features can be found here: https://www.catalyzesiliconvalley.org/sustainable-features.

Intensity/Zoning: The project utilizes nearly the full density allowed under its zoning and general plan designations.

Affordability: The proposal considers protections or relocation benefits for existing residential and/or commercial tenants that may be displaced. It goes beyond current government requirements for onsite, below-market-rate homes, stabilized commercial leases, or appropriate substitutes.

Legacy (when applicable): The project undertakes efforts to incorporate, protect, or preserve any objects of significant cultural or historic merit identified by the community on or near the site.

** = Research has shown that renters, new residents, people of color, younger people, and females tend to be underrepresented voices on local development issues. (1, 2, 3)

Grading Scale - Merits

An average score of 3.5 is required for Catalyze SV to consider advocating full support for a project.

1 = Fails to meet project review criteria
2 = Meets some project review criteria
3 = Meets basic project review criteria
4 = Exceeds project review criteria
5 = Goes far beyond project review criteria
N/A = Category does not apply

CATALYZE SV

Project Review Scorecard

Project Under Review: 2655 The Alameda
Project Applicant: Kapital Partners, LLC
Review Date: April 26, 2023

Page 3 of this scorecard explains the criteria below, as does:
catalyzesiliconvalley.org/project-list

Community — Score: 4/5

Catalyze SV (CSV) members appreciate that Kapital Partners is engaging the community and concerned stakeholders to get feedback for this housing project, especially since this is a relatively small project. Our members were happy to hear engagement has occurred through two city-led community meetings, one of them on April 24, 2023. Our members also appreciate that Kapital's development team is meeting with additional key stakeholders like Santa Clara University, its students, and the Old Quad Neighborhood Association. We also applaud the development team for highlighting how the project has incorporated community feedback into its revised design. That being said, our members do recommend Kapital engage some additional stakeholders, such as underrepresented voices, labor unions, and the adjacent Safeway to discuss shared parking possibilities. Overall, we appreciate that the development team is responsive to the community.

Vibrancy — Score: 4/5

Catalyze SV supports projects that include vibrant spaces for people to live and enjoy. Our members were very impressed with the wide sidewalks that are pedestrian friendly. One of the best received features was the use of land at the edge of the site for a public plaza. The community-serving retail space on the ground floor, opening into the plaza, acts as an inviting feature for students and the community at-large. We appreciate the thoughtfulness of a designated spot for the broader community. We also recognize the effort to put greenery in the form of a pergola around the parking entrances. To further enhance this project, members suggestions include outdoor activities in the courtyard, better lighting for safety purposes, more pet-friendly elements, a mural on the exterior walls of the project, and activating the rooftop.

Transportation — Score: 4/5

Our members are almost always happy to see a proposal with a low parking ratio like this project, though some members expressed a preference for even fewer parking spaces. In its current design, the project proposes 38 parking spaces, including 3 for retail. One of the best received features was the integration of a large bike room with electric bike charging in it. Yet some members would like to see additional bike parking reserved for the employees of the retail space. We ask Kapital Partners to explore more locations for visitor bike parking that is easily noticeable from the streets and inside. We appreciate the multimodal design approach that supports a bike and pedestrian friendly environment. With that said, our members also

suggest offering free VTA transit passes for residents for a long period of time. We highly recommend unbundling the parking and designing the parking to be adaptable to change of use so it can be converted to accommodate more residential units in future.



Sustainability **Score: 4/5**

Our members emphasize buildings that go above and beyond on sustainability. We appreciate the Silver certification for LEED. Although we understand third-party certifications such as LEED or GreenPoint Rated (GPR) can be challenging, there are 2 higher standards for LEED – Gold and Platinum. We recommend Kapital Partners pursue one on this project. Our members were happy to see a proposed all-electric building with integration of solar panels – that will mean lower electricity bills for residents. We were very happy to see the design of units overlooking the central courtyard that promote cross ventilation and passive cooling. However, some of our members had concerns regarding the sustainable disposal of materials – one mentioned organic waste composting, another wondered about where excavated soil will go, and another suggested a combination of softscape with large hardscape patches on sidewalks to aid groundwater recharge.



Intensity/Zoning **Score: 4/5**

The project proposes the construction of a 4-story building with 39 homes on a 0.4 acre site. Our members appreciate seeing a lot of homes on a small site near Santa Clara University. At 98 homes per acre, this density was welcomed by our members, who wish to see greater efforts to meet our local housing needs. Overall, our members like the height and density and wish to see no changes that would reduce it. In fact, our members wish to see Kapital Partners add one more floor to include more homes. In our discussion with the development team, this seems highly feasible. We would passionately support this extra effort, even in the face of any neighbor concerns. This is a key priority of Catalyze SV members.



Affordability **Score: 3/5**

Our members strongly support the inclusion of on-site affordable housing in residential projects. As we understand it, the project proposes 15% of the units on-site as affordable units. This was well-received by our members who understand we desperately need affordable housing options for those most vulnerable to displacement. Our members also value that some of the homes will be more affordable because of their smaller floor plans. We strongly recommend the affordable homes be at lower income levels (AMI), as well as increasing the number of affordable units overall. Some of our members are also concerned about the availability of market rate units for the students who will be probable residents.



Legacy **Score: N/A**

Members of Catalyze SV didn't think this category was applicable to this site. However, the architectural design adapted to celebrate the historical aesthetics of the neighborhood and fit in with the University was well received by our members.

Cumulative Score: 3.8 out of 5

May 15, 2023

Debby Fernandez
Associate Planner
City of Santa Clara Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050

Re: 2655 The Alameda

Dear Ms. Fernandez,

This is a follow up to our recent conversation concerning 2655 The Alameda.

My wife and I have been residents of Santa Clara since 1964. In 1978 we moved into our current home at 918 Hilmar Street very close to the proposed development.

For years as I have taken my walks past the property - or observed it when I shopped at Safeway, I have shuddered at the thought that someday it would be developed into a McDonalds, In-n-Out or some other fast food spot to cater to the students at Santa Clara University (SCU).

I was overjoyed when I saw the plans for the current proposed development. It not only provides our city with badly needed quality housing, but does so in an area better suited for that type of project than probably any other area in Santa Clara.

There is absolutely minimal traffic on that portion of our old Alameda and parking should not be a problem because the major users of that intersection are SCU staff and students and the University provides them with ample on campus spaces.

Also, it is far enough away from my home and the homes of my neighbors in the University Square area that it should not in any way impact our way of life.

God Bless the developers and the City Staff whom I am sure are solidly behind the project (or at least should be).

Very truly yours,

Nick J. Livak

P.S. I also practiced law in Santa Clara for over 50 years. For a great portion of that time my office was in the Morse Mansion, a Victorian building I owned with Gary Gilmore, my real estate partner and best client. I served on your Charter Revision Committee years ago with Austin Warburton and was on the Parks and Recreation Commission for a maximum time under Earl Carmichael. So I think I have a good feeling for what is best for Santa Clara.

GUILLERMO POSADA

1441 MARKET ST.

SANTA CLARA, CA 95050

RECEIVED
MAY 02 2023
PLANNING DIVISION

4/24/23

City of Santa Clara Planning Division

Att: Debby Fernandez, Associate Planner

1500 Warburton Ave

Santa Clara, California 95050

RE: 2655 The Alameda Mixed Use Project

PLN22-00448

Dear Debby,

I oppose this project due to it being VERY HIGH DENSITY and TOO high blocking mounting views. Traffic congestion in area is already too congested

Thank you for turning this project down.

Guillermo Posada

2655 THE ALAMEDA MIXED USE PROJECT

CONDITIONS OF REZONE APPROVAL

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

COMMUNITY DEVELOPMENT

BUILDING DIVISION

B1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

B2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

   a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

B3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

B4. No construction code review or analysis is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include

an overall California Building Code analysis, including; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (-CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- During construction retaining a single company to install all fire rated penetrations is highly recommended.
- The grade level lobbies shall be minimum 1 hour rated all sides and above.
- All stair shafts shall be minimum 1 hour rated.
- All elevator shafts shall be minimum 1 hour rated.
- All trash chute shafts shall be minimum 1 hour rated.
- Recommendation: provide a minimum of two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
- Any trash rooms shall be minimum 1 hour rated all sides and above.

B5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

B6. Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, Public Works./ Engineering, Fire Prevention, Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Department, with the Building Division being the final approval of all TCO.'s.

B7. See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

B8. This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022 See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

- Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
- Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

<u>HOUSING & COMMUNITY SERVICES DIVISION</u>

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements and impact fee for the proposed 39 units residential rental development.

H2. The Applicant shall provide not less than fifteen percent (15%) of the units to affordable households made available at affordable rental prices to extremely low, very low, low and/or moderate-income households as long as the distribution of affordable units averages to a maximum of 100 percent of Area Median Income. Affordable units shall be reasonably dispersed throughout the project and be comparable in design and quality of the market rate units in the project.

H3. The calculated affordable unit requirement for the proposed project is 5.85 affordable units on site. This is based on the 39 proposed units. The calculation of the affordable housing requirements results in a fractional unit (.85); the Applicant shall either pay an in-lieu fee in an amount of $103,349.24 or provide an additional unit to satisfy the requirement. Please note that the fractional in-lieu fee is an estimate and may change if there are changes to the proposed plans.

H4. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the affordable rents and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. Satisfaction of the affordable housing obligation shall be memorialized in the AHA and subject to City Council approval. There will be a fee for the AHA preparation in the amount of $5610 that will be due prior to execution of the AHA. Additionally, there is an annual monitoring fee of $122 per affordable unit. Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate for the project.
Please note: if the project is deemed complete on or after 7/1/2023, the following fees will apply as the Municipal Fee Schedule will be updated: fractional in-lieu fee $114,970.04 with AHA preparation fee at $5,868. The updated annual monitoring fee for FY23/24 is $127 per affordable rental unit.

PLANNING DIVISION

P1. Submit plans for final architectural review to the Planning Division for Development Review Hearing approval prior to issuance of building permits. Said plans to include, but not be limited to site plans, floor plans, elevations, landscaping, lighting, signage, and stormwater management plan.

P2. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.

P3. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Department review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water, and sewer utilities are in proximity.

P4. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB and specified on the plan. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Community Development.

P5. Prior to the issuance of building permits, pursuant to SJC CLUP policy G-5, an Avigation Easement shall be dedicated to the City of San Jose on behalf of San Jose International Airport.

P6. The project is required to implement one or more design features which would reduce ambient noise levels at the central outdoor courtyard below the City's 55 DBA CNEL. This could include closing off the open side of the building (i.e. putting up a screen wall

with sealed window on each floor w with a central courtyard or occupiable open space area) or other measures. The design features will be determined during the building permit stage in consultation with City staff and an acoustical professional. Once the design features are determined, the acoustical professional will be required to provide the City a report demonstrating the effectiveness of the measure(s) to meet the City's applicable noise threshold. This report must be reviewed and approved prior to the issuance of building permits.

P7. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P8. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.

P9. The contractor shall implement the following best management practices throughout project development:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved roads) shall be watered two times per day, except on days when rain occurs.
- Earthmoving or other dust producing activities would be suspended during periods of high winds.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- Stockpiles of soil or other materials that can be blown by the wind are to be water or covered.
- All visible mud or dirt track-out onto the adjacent public right-of-way shall be removed using wet power vacuum street sweeper at least once per day. The use of dry power sweeping shall be prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturers specifications. All equipment shall be checked by a certified mechanic ad determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number of the project construction superintendent regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall be visible to ensure compliance with applicable regulations.

P10. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays. Construction is not permitted on Sundays and State and federal holidays.

P11. Applicant shall comply with all the construction and on-going mitigation measures described in the adopted Mitigation Monitoring and Reporting Program to the satisfaction of the Director of Community Development. The Mitigation and Monitoring and Reporting Program shall be included in all construction plan sets.

P12. Additional dust and noise abatement measures may be on the project site at the discretion of the Community Development Director to provide additional sound attenuation and fugitive dust abatement as described in the project Mitigation Monitoring and Reporting Program. This may include additional noise monitoring and installation of a temporary noise control blanket barrier, if necessary, along building facades facing construction sites if conflicts occurred which are irresolvable by proper scheduling.

P13. Minor changes to individual building, landscaping or other minor plan elements would be subject to Planning Division review and approval of a Minor Adjustment to an approved project, or through Development Review Hearing, subject to the discretion of the Director of Community Development.

P14. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative as approved by the Director of Community Development.

P15. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P16. Permitted uses within the commercial space of the project shall be consistent with the Community Commercial (CC), Neighborhood Commercial (CN), and General Office (OG), with the exception of auto service uses, landscaping nurseries, mortuaries, lodges or clubs which shall be prohibited.

P18. The Developer is required to prepare, institute, and monitor a Transportation Demand Management (TDM) Plan to reduce vehicle miles travelled by 20 percent of which 10 percent is achieved through TDM measures. TDM measures are to include but are not limited to providing ongoing transit passes (i.e. annual Eco Pass and/or Clipper Card) for all interested tenants of the rental units at no additional cost to the residents for transit use.

- The TDM plan shall be completed by a qualified (as determined by the Director of Community Development) third-party consultant prior to the issuance of an occupancy permit. Said plan shall be reviewed and approved by the Director of Community Development. Each calendar year, an annual review of the TDM plan shall be completed by a qualified third-party consultant, and the third-party consultant shall submit the TDM annual report covering the prior calendar year to the Planning Division for review and approval on or before February 28th of each year, to the satisfaction of the Director of Community Development. The Director of Community Development shall have the authority and discretion to require modification of the TDM measures as a means to achieve the identified overall trip reduction targets.

FIRE

F1. Prior to Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup:

- Department of Toxic Substances Control (DTSC);
- State Water Resources Control Board; or

- Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for on-site/off-site environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

F2. Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement is required to be submitted and reviewed.

F3. Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

F4. Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F5. Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F6. Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards. The "minimum" width of roadways for aerial apparatus is 26 feet. Ariel access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. Trees at full development must not exceed 30' in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

F7. Emergency rescue openings are required in this building and bedrooms shall not be positioned along the south side of the building that does not border public streets.

PARKS & RECREATION

PR1. It is assumed the Project is not a subdivision and the Mitigation Fee Act (MFA) provisions will apply: The project will generate an estimated 94 residents (2.4 persons/household x 39 units). Based on the MFA standard of 2.6 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 0.24 acres. The equivalent fee due in-lieu of parkland dedication is therefore $1,750,008. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR2. The City will accept a fee in-lieu of parkland dedication for this 39-unit project.

PR3. Dwelling Unit Tax. According to City Code Chapter 3.15, a dwelling unit tax is also due based upon the number of units and additional bedrooms. The Project mix includes 26 one-bedroom units, and 13 two-bedroom units: [$15 x 39 bedrooms) + ($5 x 13 additional bedrooms)] for a total DUT of $650.

PR4. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning.

POLICE

PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime. Consider not having any screening material on the fence so passing Police Patrol checks will be able to see into the site.

PD2. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.

PD3. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provided vehicular access, address numbers shall be clearly visible from that access.

PD4. Residences with rear alley entrance doors shall be numbered with the same address numbers or suite numbers as the front doors. Numbers that are a minimum height of 4" are recommended.

PD5. There shall be positioned near the entrance an illustrative diagram of the complex, which shows the location of the viewer and unit designations within the complex, including separate building designations. This diagram shall be illuminated and should be protected by vandal and weather resistant covers.

PD6. Each distinct unit within the building shall have its address displayed on or directly above both front and rear doors.

PD7. When there is an alley or driveway to the rear of the residential, business or commercial establishment that provides pedestrian or vehicle access, that area should be fenced and locked after hours. A 'Knox Box' or key coded system shall be used for police and fire emergency access.

PD8. Landscaping should follow the National Institute of Crime Prevention standards. That standard describes bushes/shrubs not exceeding 2' in height at maturity, or maintained at that height, and the canopies of trees should not be lower than 6' in height. Crime deterrent vegetation is encouraged along the fence and property lines and under vulnerable windows.

PD9. Lighting for the project to be at the IES (Illuminating Engineering Society of North America) standards and include the features listed below:

- white light source, pedestrian scale, full cut-off or shoebox design, unbreakable exterior tamperproof housings, wall mounted lights/10' high. These features increase natural surveillance, support and/or enhance security camera capabilities, and increase Police Patrol effectiveness.

PD10. Any required enclosure fencing (trash area, utility equipment, etc.) would preferably be see-thru. If for aesthetic reasons prohibit that, the fencing should have a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.

PD11. If the project includes any benches, these benches should not be longer than 5 feet in length and should have arm rests at both ends. If the benches are longer than 5 feet in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.

PD12. The developer should install skate stoppers on any low clearance wall of 36 inches in height or lower to prevent vandalism/damage to the wall from skateboarding or similar activities. If there is outdoor seating associated with a restaurant or similar business which is near vehicle parking stalls, the outdoor space will be designed to ensure the safety of the public from possible vehicular related incidents.

PD13. All exterior doors should be adequately illuminated at all hours with their own light source.

PD14. All construction of dwelling units shall conform to the requirements of the Uniform Building Security Code as adopted by the City of Santa Clara City Council.

PD15. All elevators should be well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.

PD16. Consider convex mirrors for elevator cabs and at stairwell landings in order to enhance natural surveillance for the user of the elevator or stairs. It is highly desirable to design an elevator shaft and cab to be transparent, making occupants of the cab visible from the outside. All elevators should be well lit and equipped with a security mirror to provide interior & exterior visibility prior to entry or exit.

PD17. Other line of sight obstructions (including recessed doorways, alcoves, etc.) should be avoided on building exterior walls and interior hallways.

PD18. The installation and use of interior and exterior security cameras and recording devices is highly encouraged.

PD19. The parking structure/site should be equipped with a centrally located emergency panic alarm system that reports to a central office. If more than one button/call station is installed, the emergency system should always be in visual distance from another emergency call station. There should not be more than 300 feet separating each call station, which is the current industry standard.

PD 20. Exterior stairs shall be open style whenever structurally possible. The stairs should be well lit.

PD21. "White" light meeting the IES standard should be considered. There should be no "dark" areas inside the structure.

PD22. The interior of the parking structure should be painted a light, highly reflective color. This increases the natural lighting available and can help prevent dark areas that attract criminal activity.

PD23. All entrances to the parking areas (structure, surface, subterranean, etc.) shall be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code section 22658(a) for guidance)

PD24. Alcoves and other visual obstructions that might constitute a hiding place should be eliminated whenever structurally possible. Pillars, columns, and other open construction should be considered over a solid wall design.

PD25. Consider storage, maintenance, and trash rooms within the parking garage having doors which cannot be locked from the inside and that close and lock quickly and automatically upon exit.

PD26. A Coded Entry System is required for police access to enclosed parking lots and gated communities. This can be accomplished with a coded keypad system or the Police Department Knox Box key system. We understand security is a prime concern for the tenants of the project, which necessitates some sort of secure building and admittance process. By having either of these secure access systems for law enforcement, it will allow us to better respond to emergency situations should they arise in the development. Examples of these systems can be reviewed at the following projects: 2585 El Camino Real (Coded keypad access) and 3555 Monroe Street (Knox box key access).

PD 27. Public Safety Radio Systems Penetration Guidelines have been established by the City of Santa Clara Communications Department for radio signal penetration during

emergencies. The developer is advised that the project may be required to install equipment for adequate radio coverage for the City of Santa Clara Radio communications System, including but not limited to Police & Fire emergency services. The developer should contact the director of communications at (408) 615-5591 (for high rises).

PD 28. When in the opinion of the fire code official, a new structure obstructs the line of sight of emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure.

PD29. Applicant shall contact the Santa Clara Police Department 'Permits" unit (408-615-4868) for regulated activity special licensing requirements.

PD30. Applicant shall contact the Santa Clara Police Department 'Intelligence" unit (408-615-4849) for entertainment permit requirements.

PD31. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use. This should include, but not limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where there is cash on hand, robbery and cash security protocols should be established. Applicants are encouraged to contact the Santa Clara Police Department's Community Services Unit (408-615-4859) for assistance.

PD32. A Coded Entry System is required for police access to enclosed parking lots and gated communities. This can be accomplished with a coded keypad system or the Police Department Knox Box key system. We understand security is a prime concern for the tenants of the project, which necessitates some sort of secure building and admittance process. By having either of these secure access systems for law enforcement, it will allow us to better respond to emergency situations should they arise in the development. Examples of these systems can be reviewed at the following projects: 2585 El Camino Real (Coded keypad access) and 3555 Monroe Street (Knox box key access) ****KNOX Box/Coded keypad per building, gated parking garages, pool area etc...

PD33. The developer shall meet the City of Santa Clara's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any police communication or police communication system.

PD34. Public Safety Radio Systems Penetration Guidelines have been established by the city of Santa Clara Communications Department for radio signal penetration during emergencies. The developer is advised that the project may be required to install equipment for adequate radio coverage for the City of Santa Clara Radio communications System, including but not limited to Police & Fire emergency services. The developer should contact the director of communications at (408) 615-5571. (for high rises)

PD35 Applicant shall install signage to prevent theft from vehicles in the parking lots. In addition, the use of quality lighting, installation of high-quality video cameras/recorders, and license plate readers are highly encouraged to prevent thefts from vehicles.

PUBLIC WORKS

ENGINEERING

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other

requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. All work within State right-of-way shall require a State encroachment permit.

E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E7. The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was analyzed and determined that there should be enough SS conveyance capacity to accommodate the proposed development without adding it to the City's Sanitary Sewer Hydraulic Model (SSHM).

E8. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E9. All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.

E10. Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees

E11. 6" sanitary sewer laterals shall be connected by "Tap-Tite" connections to City sanitary sewer main a minimum 5' downstream from existing manholes with property line cleanout.

E12. Storm drain lateral shall be 12" minimum with property line cleanout and lateral shall connect to existing storm drain catch basin.

E13. Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E14. Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is

behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E15. Developer shall continue to maintain existing monitoring well agreements.

E16. The Alameda, including the intersection of Bellomy Street and Park Avenue, will be treated with 4" grind and overlay for the 2022 pavement program. Per the City pavement moratorium (Ordinance No. 1998), no pavement cuts are permitted until after 12/31/2027. Refer to https://www.santaclaraca.gov/our-city/departments-g-z/public-works/maintenance-operations/street-maintenance/pavement-preservation-ordinance for more information.

E17. Entire width of Park Avenue along the project frontage shall be 2" grind and overlay with dig-outs.

E18. Design and construct any mitigation measures or requirements in accordance with the mitigations stated in the project traffic analysis or EIR.

E19. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction

E20. Non-residential Class I bicycle parking spaces shall be 5% of tenant vehicle parking and Class II spaces shall be 5% of visitor vehicle parking per 2019 California Building Code 5.106.4.

E21. Residential bicycle parking shall be one Class I space per dwelling unit and one Class II space per 20 dwelling units per VTA Bicycle Technical Guidelines (Feb 2022).

E22. Class I and Class II bicycle parking, as defined in SCMC 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible areas.

E23. Landscape improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.

E24. All on-site structures must be clear of Driveway and Corner Visibility Clearance Areas per City Standard Detail TR-9.

E25. Design and construct driveway in accordance with City Standard Detail ST-8.

E26. On-street parking shall be prohibited a minimum of 20 feet on both sides of driveway openings.

E27. The following modifications at the Park Avenue/The Alameda and Bellomy Street intersection are required to accommodate the proposed project:

- At project frontage corner, construct one curb ramp in accordance with Caltrans Std Plan A88A, Case A [Pedestrian Master Plan Policy 2.A.8: Prioritize improvements that improve connectivity and remove physical barriers to walking at road crossings]
- At the project corner, modify traffic signal by replacing existing Type 1 pole with Type 15TS pole with luminaire aligned with crosswalk across Park Avenue. [Pedestrian Master Plan Policy 2.C.3: Continue to follow City lighting standard for roadways, sidewalks, and pedestrian crossings].
- Replace existing pedestrian signals with countdown pedestrian signals across Park Avenue and Bellomy Street. [Pedestrian Master Plan Policy 2.A.1: Continue to optimize crossing times for pedestrians, including pedestrians with mobility impairments, at signalized crossings. Enhance existing signals with pedestrian countdown timers where not present.]

E28. The project shall provide a fair share contribution for the following improvements at the Park Avenue/The Alameda and Bellomy Street intersection:

- Relocate existing crosswalk across The Alameda to be perpendicular with the roadway. This modification will require new curb ramps, modification of the median island on The Alameda, and new traffic signal pole with pedestrian push button and equipment. [Pedestrian Master Plan Policy 2.A.4: Where feasible, shorten crossing distances using complete streets strategies. Specific treatments will vary by each

location and should be determined with engineering and planning judgment/best practices].

E31. Trash staging shall not be located within driveway vision triangles. Trash collection vehicles shall not block sidewalk or back into sidewalk during trash collection activities.

E32. All on-site structures (including parked vehicles) must be clear of Driveway and Corner Visibility Clearance Areas per City Standard Detail TR-9.

E33. Structures in corner wood deck area shall comply with Driveway and Corner Visibility Clearance Areas per City Standard Detail TR-9.

E34. New curb ramps shall be directional and aligned perpendicular to crossing street.

STREETS DIVISION

Right of Way Landscape

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

LI2. No cutting or removal of any part of public right of way trees, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

L3. Identified existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

SOLID WASTE

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

SW5. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the

Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW6. This property falls within the City's exclusive franchise hauling area. The applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

SW7. All refuse from all residential, commercial, industrial and institutional properties within the city shall be collected at least once a week, unless otherwise approved in writing (SCCC 8.25.120). Garbage service level required for residential developments (single-family and multi-family) as well as motels and hotels shall be no less than twenty (20) gallons per unit. All project shall submit to the Public Works Department the preliminary refuse service level assessment for approval.

STORMWATER

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The City reserves the right to review the 3rd party inspection reports on the C.3 stormwater facilities installation.

ST7. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST8. As-Built drawing shall be submitted to the Public Works Department. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST9. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST10. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

ST12. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST13. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST14. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST15. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST16. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST17. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

ST18. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST19. The use of architectural copper is discouraged. If such material is used, all wastewater generated by the installation, cleaning, treating, or washing of the surface of copper architectural features, including copper roofs, shall not be discharged to the City's storm drain system.

SILICON VALLEY POWER

SVP1 All Streetlights, Secondary and Fiber systems to be designed during detailed design.

SVP2. Overhead streetlight wiring to be undergrounded. New streetlight foundations will be required along project frontage.

SVP3. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill

out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power (SVP) will do exact design of required substructures after plans are submitted for building permits.

SVP4. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

SVP5. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

SVP6. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

SVP7. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

SVP8. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

SVP9. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

SVP10. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" minimum wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

SVP11. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

SVP12. Any relocation of existing electric facilities shall be at Developer's expense.

SVP13. Electric Load Increase fees may be applicable.

SVP14. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

SVP15. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at $200,000 or more or any series of non-residential private improvements made within a three-year period valued at $200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

SVP16. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

SVP17. Encroachment permits will not be signed off by SVP until Developers Work substructure construction drawing has been completed.

SVP18. All SVP-owned equipment is to be covered by an Underground Electric Easement (UGEE) This is different than a PUE. Only publically-owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details.

SVP19. Proper clearance must be maintained from all SVP facilities, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

SVP20. Transformers and Switch devices can only be located outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) Example: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

SVP21. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Developer to contact SVP outside of the Project Clearance Committee process for clear definitions of these clearance requirements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. *Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.*

SVP22. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP233. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP24. High Rise Metering and Multi-Floor Infrastructure Requirements
   a. Refer to UG0250 – High Density Residential Metering Requirements
   b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

SVP25. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt") and cannot be supported on parking garage ceilings or placed on top of structures.

SVP26. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.

SVP27. In events where electric load demand exceeds 2MVA or service size exceeds 4000 Amps at 480V for a building, the Customer shall take service at 12KV. If electric load for a single metered location service exceeds 4.5MVA, additional 12KV service(s) may be

provided. All 12KV utility connection points terminate at the Customer Switchgear. UGEE easement up to the Customer Switchgear is required, along with an 18' drivable space. 10' working clearance is required in front of and behind the switchgear. 5' working clearance is required on the sides of the switchgear (with no panels). Customer 12KV Switchgear must be located outdoors on "real dirt" unless otherwise agreed upon with SVP. SVP owns and maintains the cable/conduit up to the customer switchgear.

SVP28. In events where electric service is provided at 120/208V or 277/480V the utility connection point is at the secondary compartment of SVP transformers. Customer owns and maintains the cable and conduits up to the SVP transformers.

SVP29. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

WATER & SEWER

W1. Development Impact Analysis: A Development Impact Analysis request has been submitted for the project and the impacts are currently being analyzed. If there is a deficiency in the existing potable water distribution or storage infrastructure, the developer will be required to upgrade the potable water system as determined and approved by the City. The required potable water system upgrades will be at developer's expense. The evaluation may change based on pending development applications and future projects. The potable water hydraulic analysis does not guarantee or in any way reserves or holds distribution capacity until developer has Final Approval for the project.

W2. Recycled Water Ready: All on-site plumbing for non-domestic water uses (e.g. irrigation, industrial processes, cooling, etc.) shall be designed for recycled water use and shall comply with all Recycled Water regulations.

W3. Potable Water Main: The applicant may be required to upsize and potentially relocate the existing water mains on The Alameda, Park Avenue and Bellomy Street. The water main replacement shall begin and end at a valve connection and shall extend, at a minimum, the entire length of the property's frontage or as determined by the Development Impact Analysis.

W4. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W5. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Standard Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.

W6. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant

shall maintain a minimum 12" of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10' from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W7. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W8. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W9. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W10. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any on-site storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W11. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W12. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be California native, non-invasive, low water-using or moderate water-using. High water-using plants and nonfunctional turf are prohibited.

W13. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W14. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite.

The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W15. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W16. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W17. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

- Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:
    a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
    b. restrict the use of potable water used for construction and dust control if recycled water is available.
- This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA

DEVELOPMENT REVIEW APPLICATION PLN22-00448

SUBMITTAL 02.2023 RESUBMITTAL 05.18.2023

PROJECT DESCRIPTION

A 4-STORY RETAIL AND RESIDENTIAL MIXED USE BUILDING TOTALING 51,934 SF WITH SURFACE PARKING AND A BELOW GRADE PARKING GARAGE. THE RESIDENTIAL UNITS CONSIST OF 1AND 2 BEDROOMS WITH RANGING FROM 582 SF TO 1,266 SF. THE EXTERIOR CONSISTS OF EXTERIOR PLASTER, GRID WINDOWS, TRADITIONAL DENTIL CORNICE TRIM AND IRON BALCONIES.

PROJECT INFORMATION

PROPERTY ADDRESS	2655 THE ALAMEDA
APN	230-12-012
LOT AREA	17,942 SF (0.4 ACRES)
EXISTING ZONING	CN
PROPOSED USES	COMMERCIAL RESIDENTIAL MIXED USE
OCCUPANCY	MERCANTILE AND RESIDENTAIL
TYPE OF CONSTRUCTION	
BELOW GRADE PARKING	TYPE I
ABOVE GRADE HOUSING	TYPE V
SITE AREA	17,942 SF (0.4 AC)
AREA CALCULATION	
BUILDING AREA	51,934 SF
UNITS	39
RESIDENTIAL DENSITY	98 UNITS/AC
PROPOSED RETAIL	
GROSS AREA	1,500 SF
FAR	0.08
PROPOSED RESIDENTIAL	
GROSS AREA	27,484 SF
FAR	1.5
PARKING CALCULATION	
TOTAL PARKING	38 STALLS
PARKING GARAGE	24 STALLS
HC VAN	1
EV VAN	1
EV	1
MOTORCYCLES	4
SURFACE PARKING	14 STALLS
HC VAN	1
EV VAN	1
EV	2
MOTORCYCLES	4
RATIO	
RETAIL	3 STALLS (2/1000)
RESIDENTIAL	30 STALLS (0.75/UNIT)
PROPOSED SITE COVERAGE (1ST FLOOR AREA 14,302 SF)	80%
PROPOSED BLDG. HEIGHT	55'-6"
STORIES PROPOSED	4 STORIES

PROJECT TEAM

OWNER

KAPITAL PARTNERS, LLC
1999 S. BASCOM AVENUE, SUITE 250
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ENVIRONMENTAL CONSULTANT

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Contact: Patrick Kallas
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Phone: 408.373.5222
Contact: Nebiyu Taddesse
Email: ntaddesse@sandis.net

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A-3.1 BUILDING ELEVATION
A-3.2 MATERIALS AND FINISHES
A-4.0 BUILDING SECTIONS
A-4.1 ENLARGED ELEVATION AND WALL SECTION

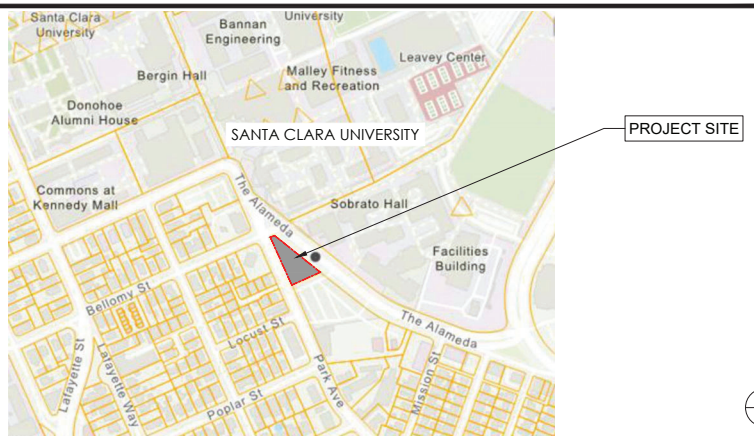
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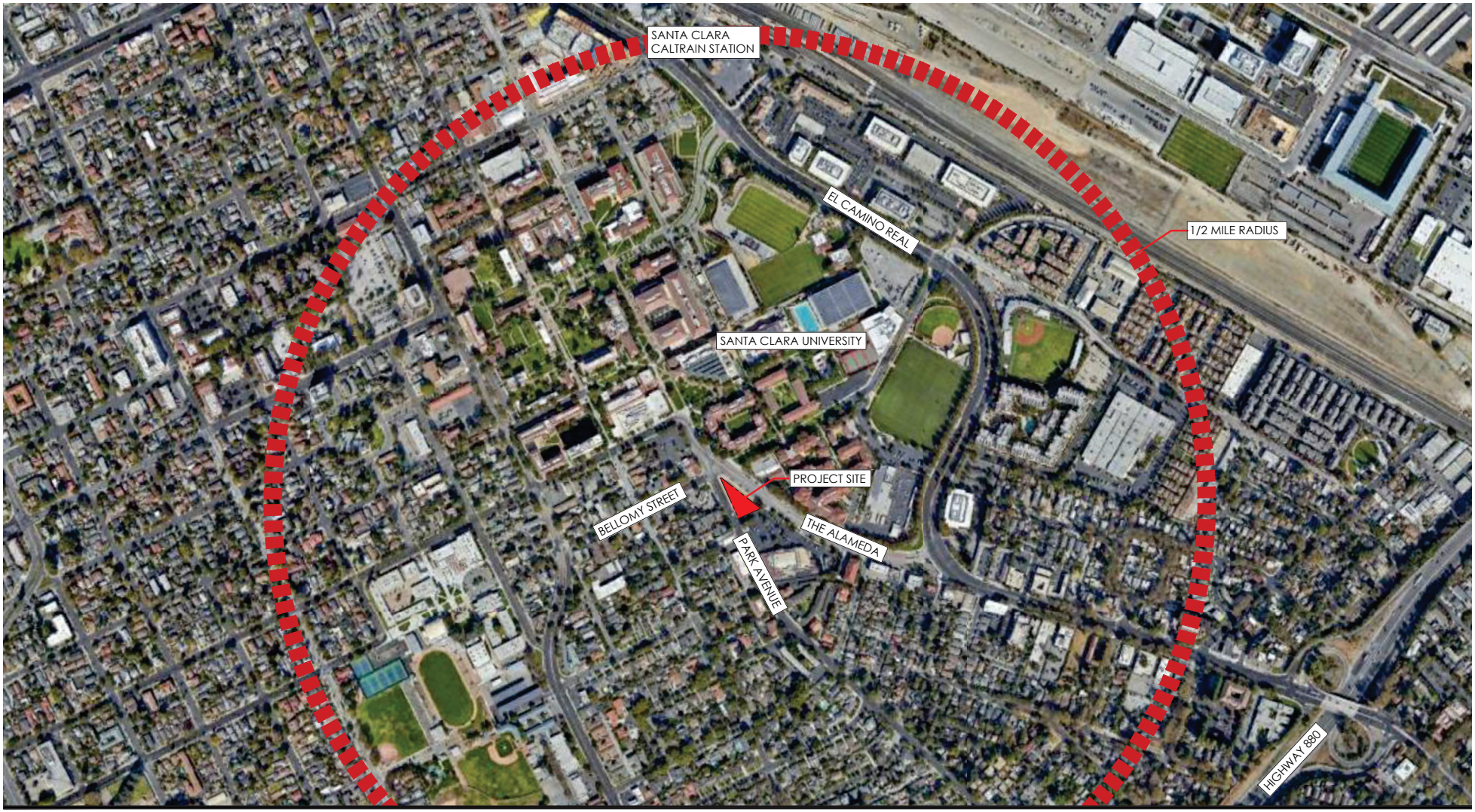
C-1.0 COVER SHEET
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LANDSCAPE

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VICINITY MAP





2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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N

0' 250' 500'

AERIAL MAP

A0.1



1 ALAMEDA HALL (SANTA CLARA UNIVERSITY)



2 GRAHAM HALL (SANTA CLARA UNIVERSITY)



3 KIDS ON CAMPUS (PRESCHOOL)



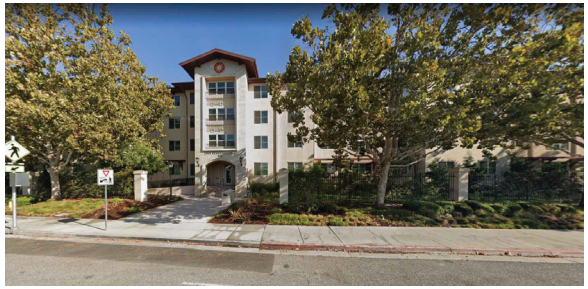
4 PIZZA MY HEART



5/6 ROCKO'S ICE CREAM TACOS (5) - ANNIE'S SANDWICHES (6)



7 SAFEWAY



8 FINN RESIDENCE HALL (SANTA CLARA UNIVERSITY)



A CONTEXT SITE PLAN

N

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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NEIGHBORHOOD CONTEXT

A0.2



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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PERSPECTIVE VIEW
VIEW FROM CORNER
AT THE ALAMEDA

A0.3



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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PERSPECTIVE VIEW
VIEW FROM PARK AVENUE

A0.4



SITE SUMMARY

EXISTING ZONING	CN
PROPOSED USES	COMMERCIAL RESIDENTIAL MIXED USE
SITE AREA	17,942 SF (0.4 AC)
AREA CALCULATION	
BUILDING AREA	51,934 SF
UNITS	39
RESIDENTIAL DENSITY	98 UNITS/AC
PROPOSED RETAIL	
GROSS AREA	1,500 SF
FAR	0.08
PROPOSED RESIDENTIAL	
GROSS AREA	27,484 SF
FAR	1.5
PARKING CALCULATION	
TOTAL PARKING	38 STALLS
PARKING GARAGE	24 STALLS
HC VAN	1
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RESIDENTIAL	30 STALLS (0.75/UNIT)
PROPOSED SITE COVERAGE(1ST FLOOR AREA 14,302 SF)	80%
PROPOSED BLDG. HEIGHT	55'-6"
STORIES PROPOSED	4 STORIES
PROPOSED BUILDING SETBACKS	
THE ALAMEDA (EAST)	4'
PARK AVENUE (WEST)	4'
ADJACENT SITE (SOUTH)	0'

LEGEND

- RESIDENTIAL
- COMMERCIAL
- SERVICE AREA
- PARKING
- LANDSCAPE
- PRIMARY ENTRY
- MAJOR AUTO ENTRY
- AUTO ENTRY TO UNDERGROUND PARKING

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

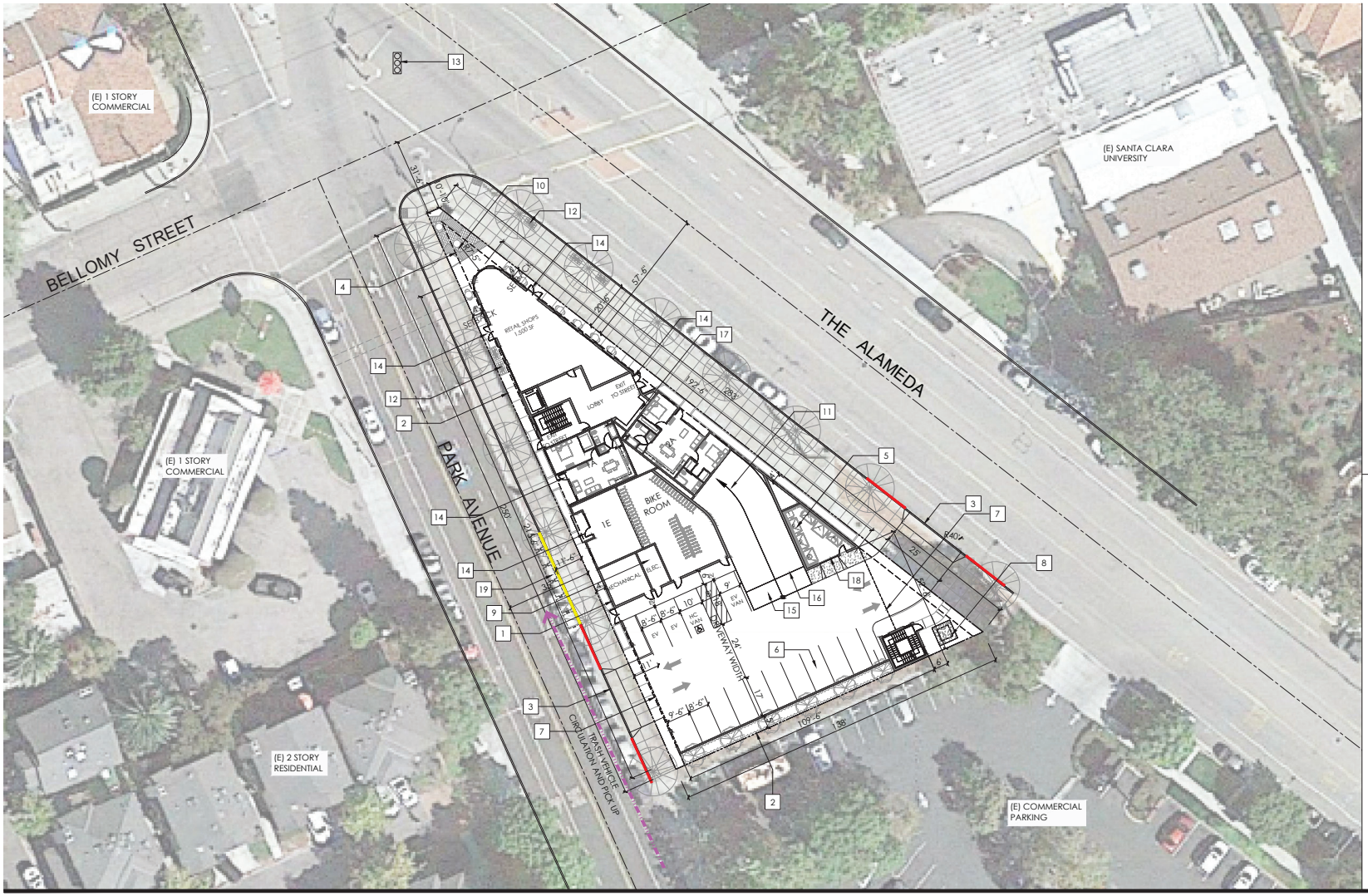
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N

0' 20' 40'

ILLUSTRATIVE SITE PLAN

A1.0



SITE SUMMARY

EXISTING ZONING	CN
PROPOSED USES	COMMERCIAL RESIDENTIAL MIXED USE
SITE AREA	17,942 SF (0.4 AC)
AREA CALCULATION	
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ADJACENT SITE (SOUTH)	0'

KEY NOTES

1. BUILDING FOOTPRINT
2. PROPERTY LINE
3. DRIVEWAY APRON
4. SETBACK LINE
5. TRASH ROOM
6. PARKING AREA
7. LINE OF BUILDING ABOVE
8. CONCRETE PAD FOR ELECTRICAL TRANSFORMER
9. UTILITY ROOM
10. OUTDOOR PATIO SEE LANDSCAPE PLANS
11. RAMP TO BASEMENT PARKING
12. BIKE PARKING FOR RETAIL
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14. PRIMARY ENTRY AT GROUND LEVEL
15. TRANSITION RAMP
16. ROLL UP MESH GATE
17. RESIDENTS MAIL BOXES AND PARCEL DROP
18. 8' ROLL UP DOOR
19. TRASH STAGING AREA

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

LEGEND

TRASH VEHICLE CIRCULATION

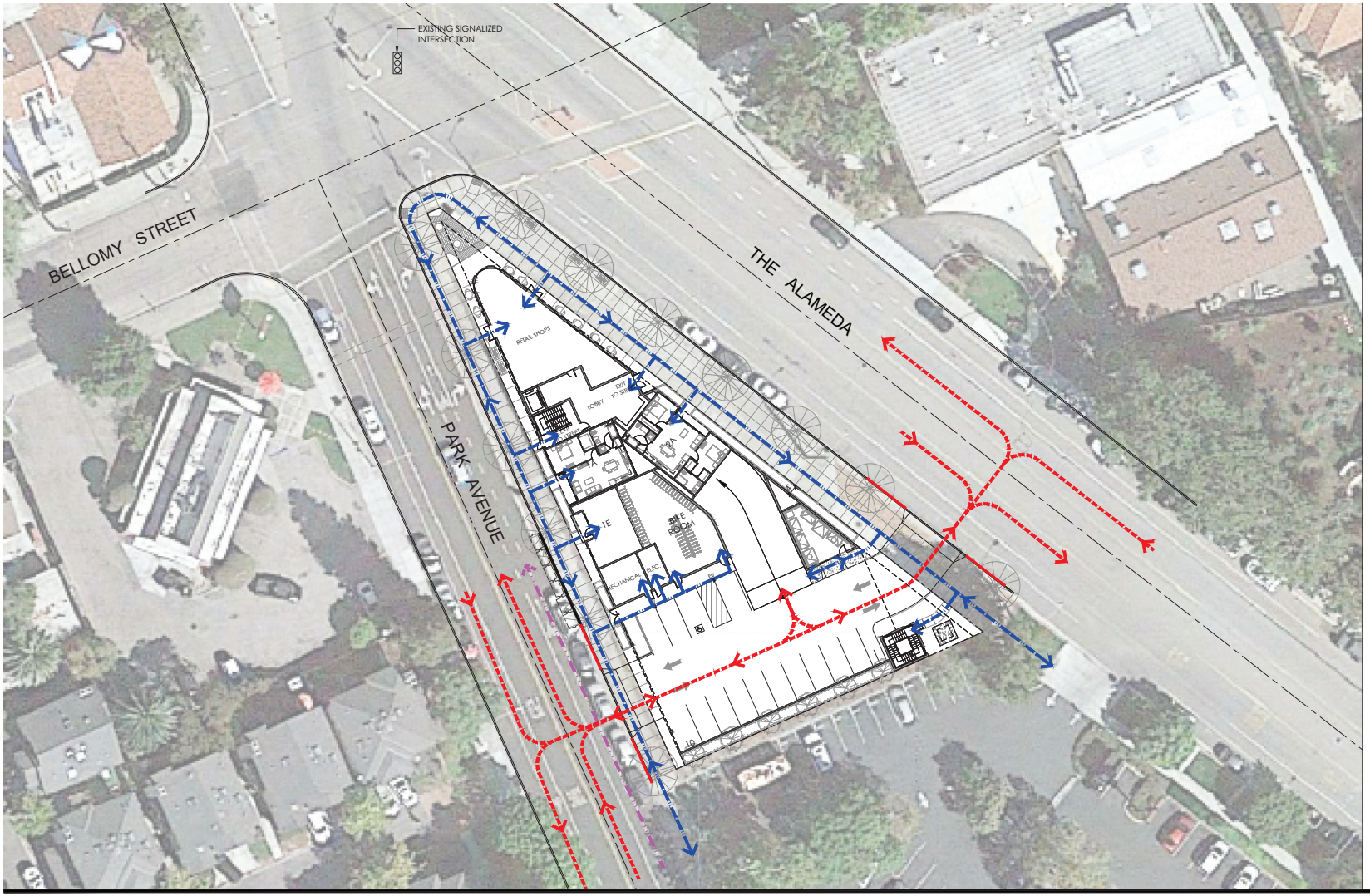
36.652 05.18.23

N

0' 20' 40'

DIMENSIONED SITE PLAN

A1.1



2655 THE ALAMEDA

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KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

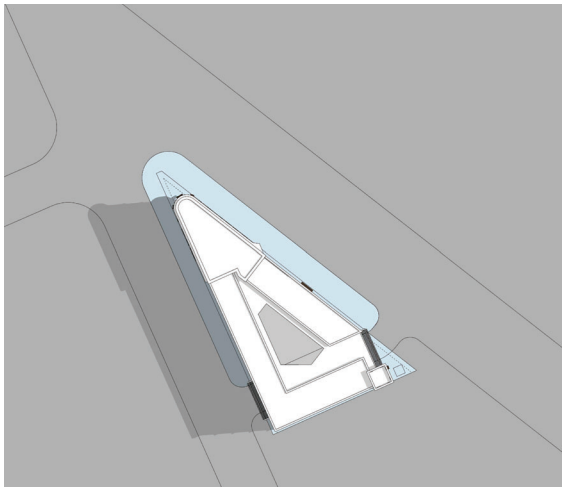
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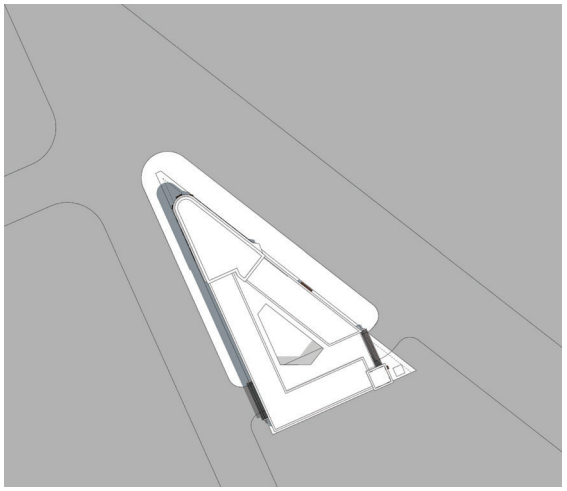
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VEHICULAR AND PEDESTRAIN CIRCULATION PLAN

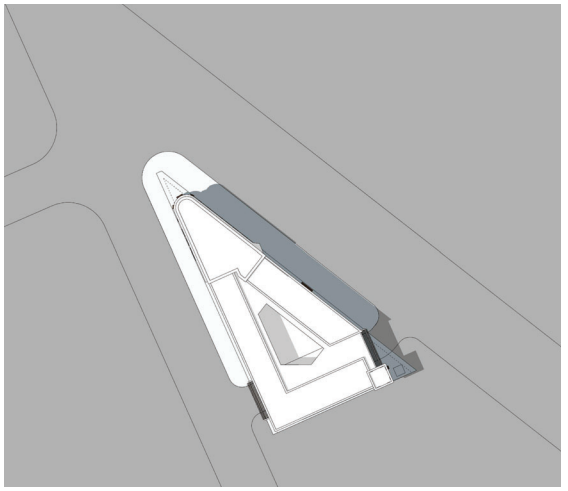
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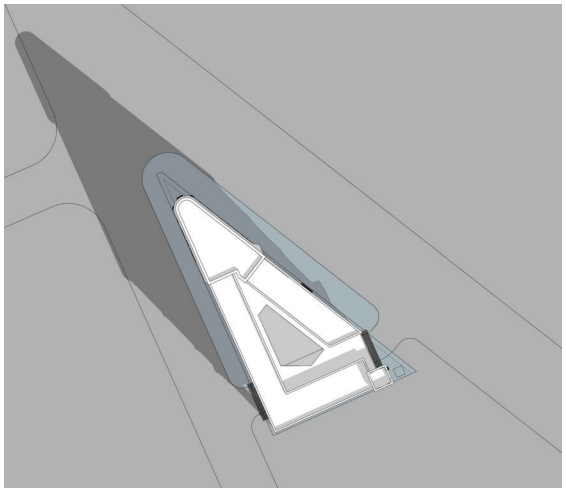
1 SUMMER SOLSTICE 9 AM



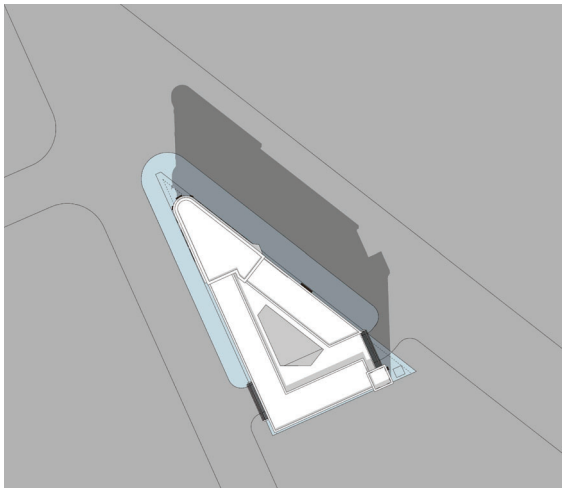
2 SUMMER SOLSTICE 12PM



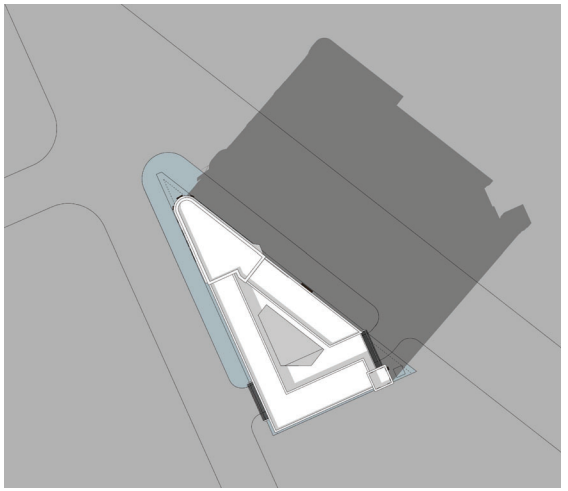
3 SUMMER SOLSTICE 3PM



4 WINTER SOLSTICE 9 AM



5 WINTER SOLSTICE 12PM



6 WINTER SOLSTICE 3PM

2655 THE ALAMEDA

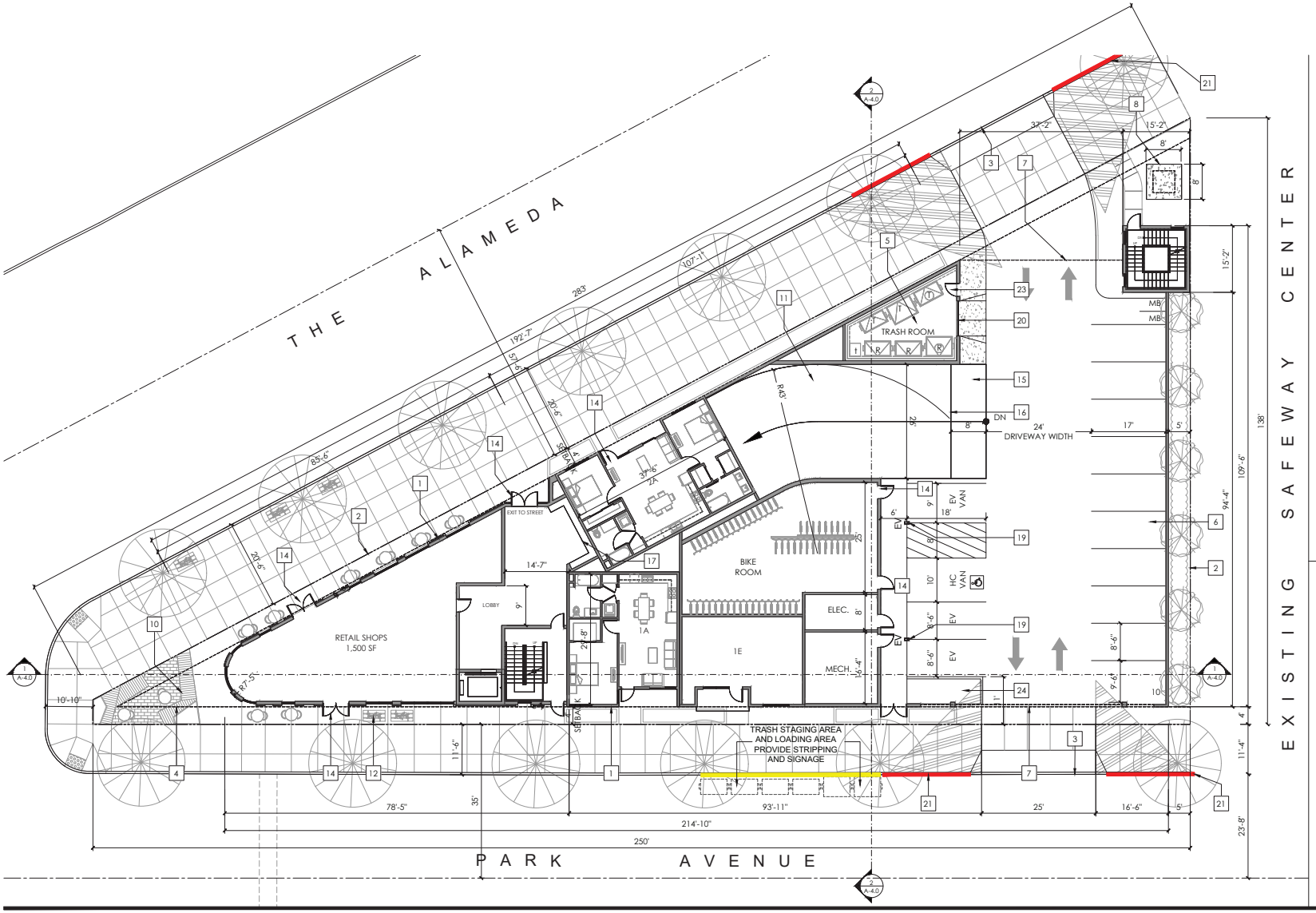
SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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SHADOW STUDY

A1.3



KEY NOTES

1	BUILDING FOOTPRINT
2	PROPERTY LINE
3	DRIVEWAY APRON
4	SETBACK LINE
5	TRASH ROOM AND TRASH CHUTE
6	PARKING AREA
7	LINE OF BUILDING ABOVE
8	CONCRETE PAD FOR ELECTRICAL TRANSFORMER
9	UTILITY ROOM
10	OUTDOOR COLORED CONCRETE PATIO SEE LANDSCAPE PLANS
11	RAMP TO BASEMENT PARKING
12	BIKE PARKING FOR RETAIL
13	EXISTING SIGNALIZED INTERSECTION
14	PRIMARY ENTRY AT GROUND LEVEL
15	TRANSITION RAMP
16	ROLL UP MESH GATE
17	RESIDENTS MAIL BOXES AND PARCEL DROP
18	BALCONY
19	EV CHARGER
20	8' ROLL UP DOOR
21	RED CURB LOCATION (PROHIBITED PARKING)
22	ALL WEATHER FIRE ACCESS CONCRETE PATH
23	ENTRY TO TRASH ROOM
24	LANDSCAPE

RESIDENTIAL UNIT TABULATION:

NAME	TYPE	UNIT SF	UNIT #
1A	1 BEDROOM	732	1
1B	1 BEDROOM	640	6
1C	1 BEDROOM	583	3
1D	1 BEDROOM	582	6
1E	1 BEDROOM	554	7
1F	1 BEDROOM	595	3
2A	2 BEDROOM	915	1
2B	2 BEDROOM	807	3
2C	2 BEDROOM	1,266	3
2D	2 BEDROOM	807	6
			39

TYPE	PERCENTAGE %	UNIT #
1 BEDROOM	67%	26
2 BEDROOM	33%	13
	100%	**39**

RETAIL AREA 1,500 SF

RESIDENTIAL AREA 2,200 SF

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

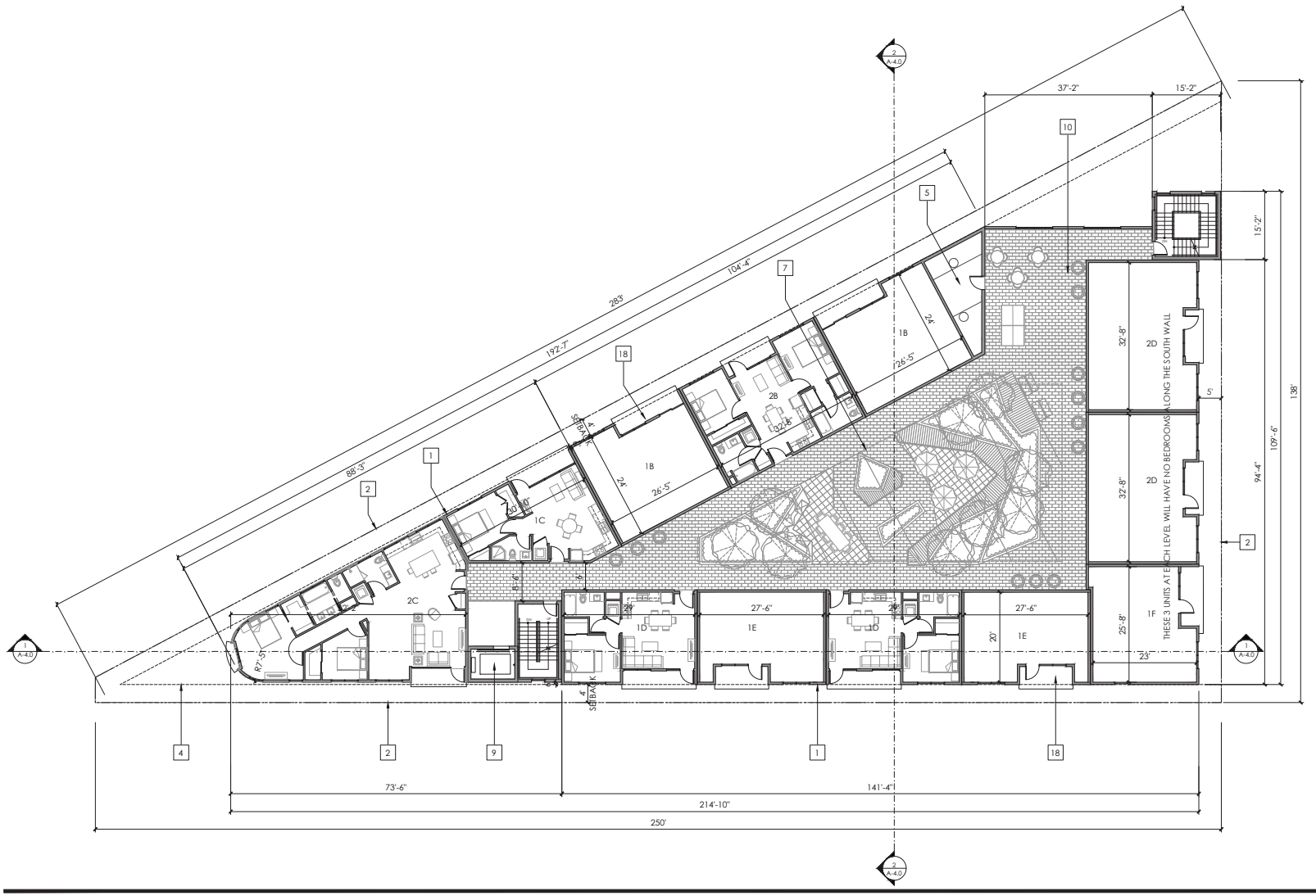
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N

0' 3/32' 3/16'

BUILDING
1ST FLOOR PLAN

A2.0



KEY NOTES

1	BUILDING FOOTPRINT
2	PROPERTY LINE
3	DRIVEWAY APRON
4	SETBACK LINE
5	TRASH ROOM AND TRASH CHUTE
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			39

TYPE	PERCENTAGE %	UNIT #
1 BEDROOM	67%	26
2 BEDROOM	33%	13
	100%	**39**

RESIDENTIAL AREA 8,428 SF

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

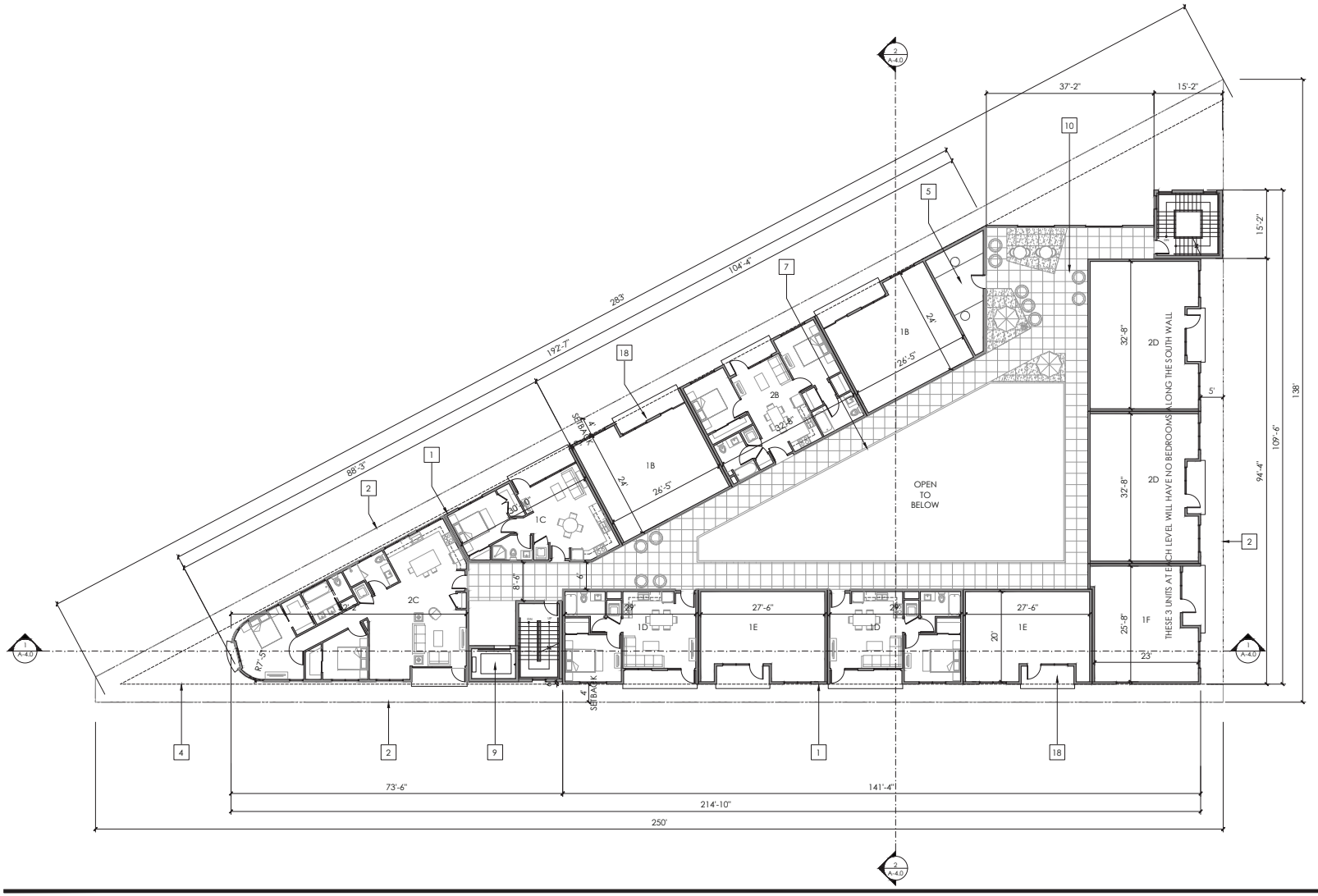
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N

0' 3/32' 3/16'

BUILDING
2ND FLOOR PLAN

A2.1



KEY NOTES

1	BUILDING FOOTPRINT
2	PROPERTY LINE
3	DRIVEWAY APRON
4	SETBACK LINE
5	TRASH ROOM AND TRASH CHUTE
6	PARKING AREA
7	LINE OF BUILDING ABOVE
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RESIDENTIAL AREA 8,428 SF

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

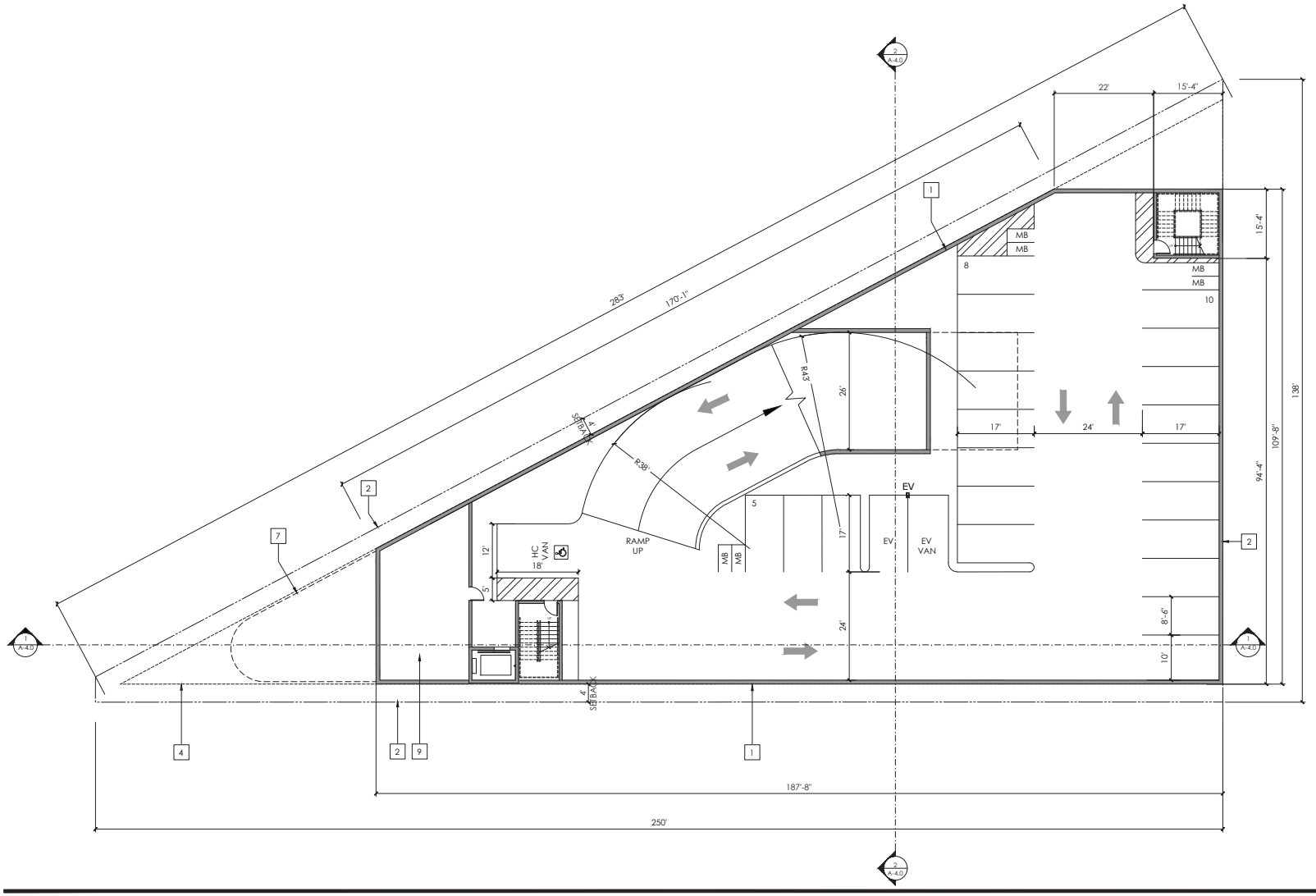
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N

0' 3/32' 3/16'

BUILDING
TYPICAL FLOOR PLAN

A2.2



KEY NOTES

1	BUILDING FOOTPRINT
2	PROPERTY LINE
3	DRIVEWAY APRON
4	SETBACK LINE
5	TRASH ROOM AND TRASH CHUTE
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7	LINE OF BUILDING ABOVE
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23	ENTRY TO TRASH ROOM
24	LANDSCAPE

NOTES

RAMP:
10' BLEND @ 10% EITHER END
MAIN RAMP @ 20%

GARAGE AREA 14,597 SF

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

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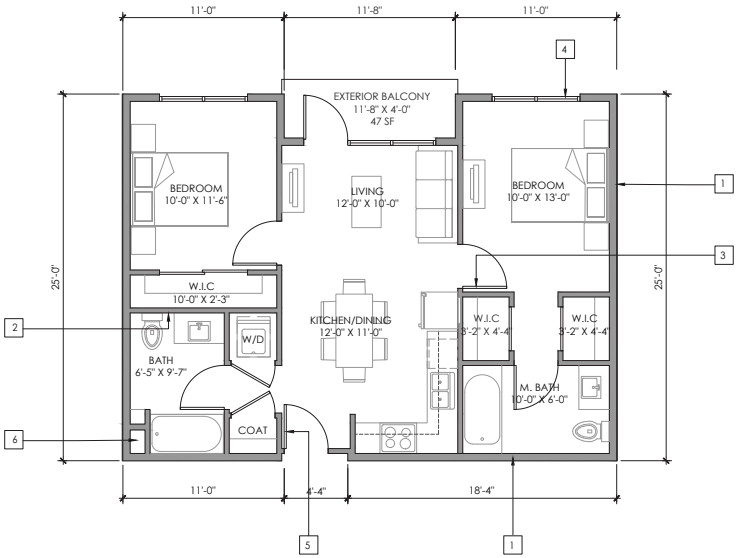
0' 3/32' 3/16'

BUILDING
BASEMENT PLAN

A2.3

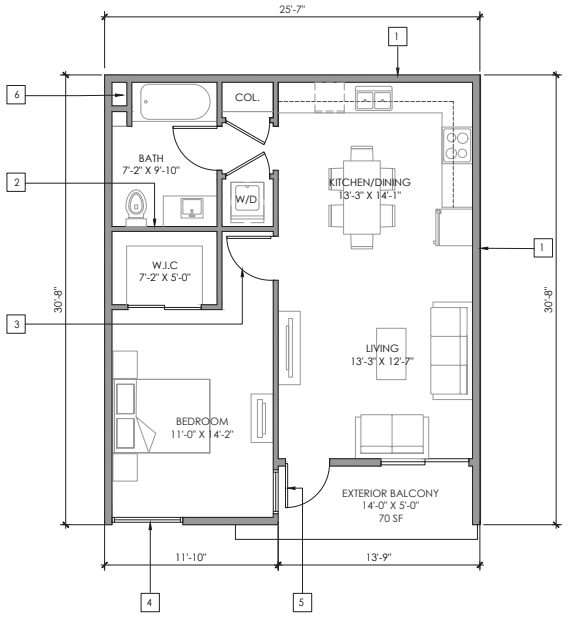
KEY NOTES

1. EXTERIOR STUD WALL
2. INTERIOR STUD WALL
3. INTERIOR DOOR
4. EXTERIOR WINDOW SYSTEM
5. UNIT ENTRY DOOR
6. SHAFT



2 TWO BEDROOM UNIT - 2B: 807 SF

1/4"= 1'-0"



1 ONE BEDROOM UNIT - 1A: 732 SF

1/4"= 1'-0"

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA

KAPITAL PARTNERS LLC

KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

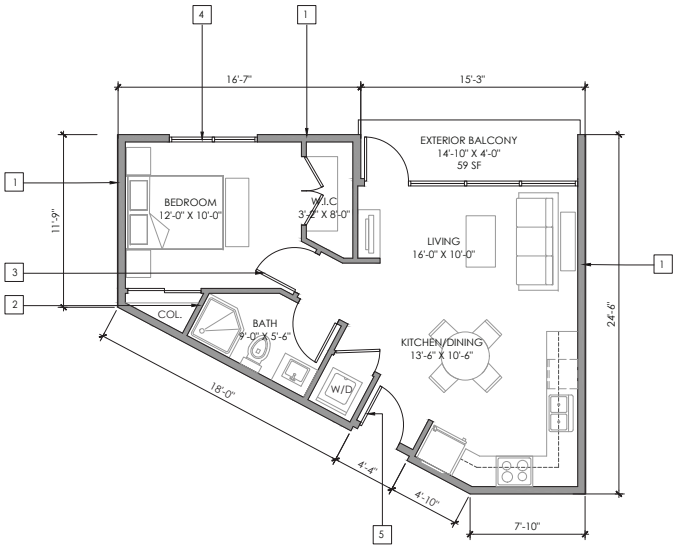
0' 4' 8'

BUILDING
TYPICAL UNIT PLANS

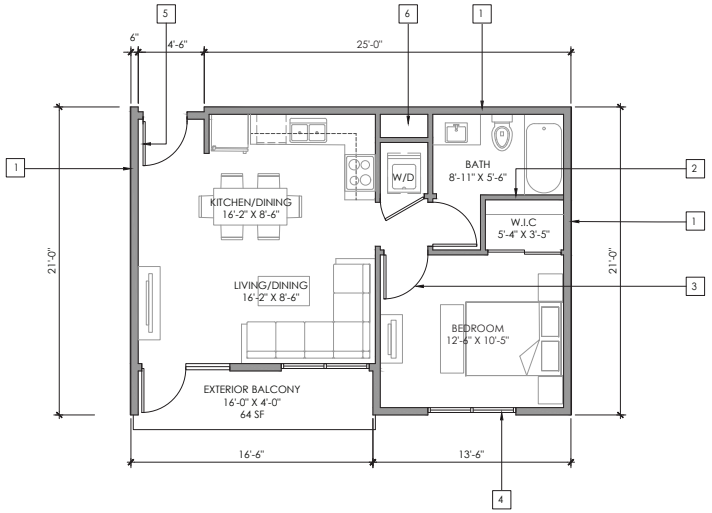
A2.4

KEY NOTES

1. EXTERIOR STUD WALL
2. INTERIOR STUD WALL
3. INTERIOR DOOR
4. EXTERIOR WINDOW SYSTEM
5. UNIT ENTRY DOOR
6. SHAFT



2 ONE BEDROOM UNIT - 1C: 583 SF
1/4"= 1'-0"



1 ONE BEDROOM UNIT - 1D: 582 SF
1/4"= 1'-0"

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

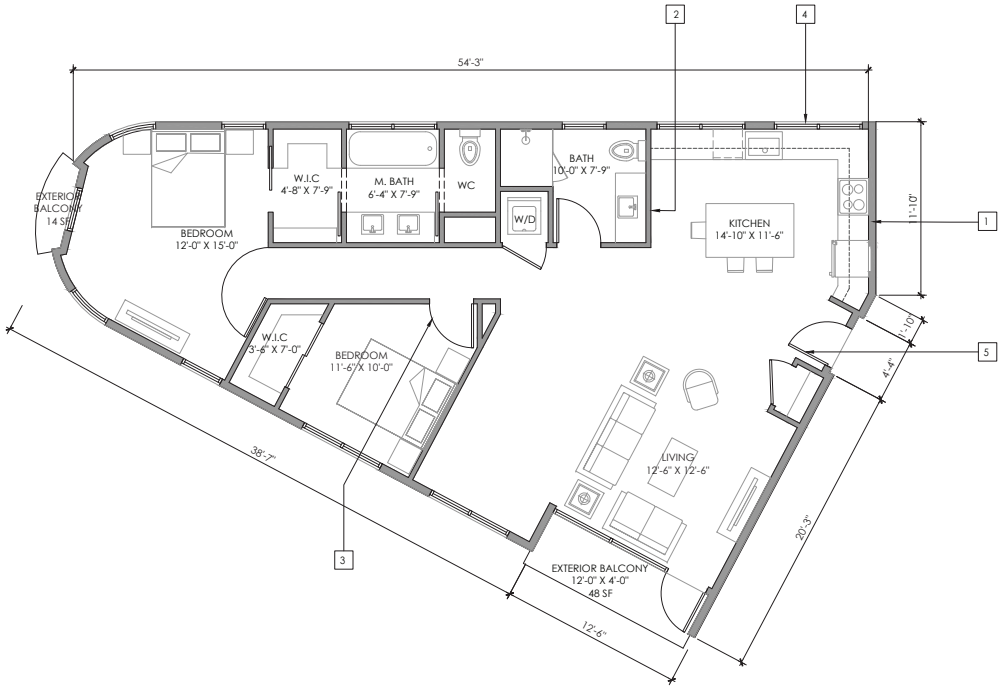
0' 4' 8'

BUILDING
TYPICAL UNIT PLANS

A2.5

KEY NOTES

1. EXTERIOR STUD WALL
2. INTERIOR STUD WALL
3. INTERIOR DOOR
4. EXTERIOR WINDOW SYSTEM
5. UNIT ENTRY DOOR
6. SHAFT



1 TWO BEDROOM UNIT - 2C: 1266 SF

1/4"= 1'-0"

2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA

KAPITAL PARTNERS LLC

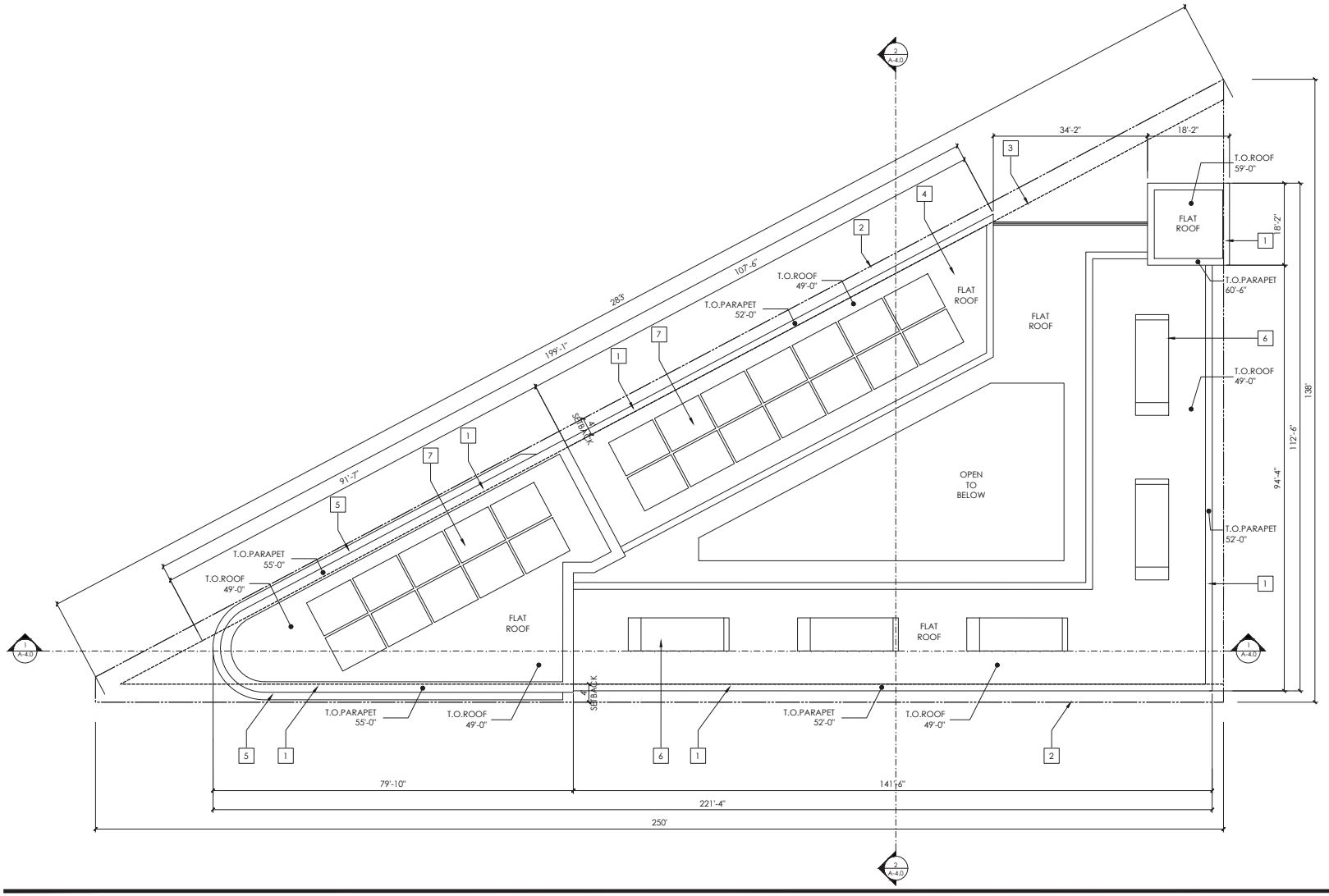
KENNETH RODRIGUES & PARTNERS, INC.

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BUILDING
TYPICAL UNIT PLAN

0' 4' 8'

A2.6



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

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N

0' 3/32' 3/16'

BUILDING
ROOF PLAN

A2.7



1 EAST ELEVATION (THE ALAMEDA)



2 SOUTH ELEVATION

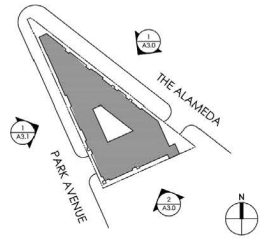
KEY NOTES

1. PAINTED STUCCO
2. DENTIL CORNICE
3. WROUGHT IRON BALCONIES
4. STAIRWELL TOWER
5. AWNINGS AT RETAIL SHOP
6. CLEAR GLAZING WITH ALUMINUM FRAMES
7. WOOD TRELLIS
8. PRECAST CORNICE
9. IRON RAILING
10. PRECAST WINDOW FRAME
11. WOOD PANEL
12. LIGHTING FIXTURE
13. WINDOW LINTEL
14. PRECAST CANOPY
15. METAL CANOPY
16. WOOD TRIM

COLORS AND MATERIALS:

- G1 CLEAR GLASS: GUARDIAN GLASS, GUARDIAN ULTRACLEAR LOW-IRON GLASS
- M1 METAL PANEL, ALUCOBOND COLOR: #SRI 41, STATUARY BRONZE
- P1 STUCCO PAINT: BENJAMIN MOORE, STORM AF-700
- P2 STUCCO PAINT: BENJAMIN MOORE, NIGHTINGALE AF-670
- P3 STUCCO PAINT: BENJAMIN MOORE, CEMENT GRAY 2112-60
- P4 STUCCO PAINT: BENJAMIN MOORE, WHITE HERON # OC-57
- P5 STUCCO PAINT: BENJAMIN MOORE, STEEL WOOL 2121-20
- SA STEEL AWNING - AWNTECH - "HOUSTONIAN AWNING" - BLACK
- W CLADDING: PRODEMA COMPOSITE WOOD, CREAM

KEY MAP



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

BUILDING ELEVATIONS

0' 10' 20'

A3.0



1 WEST ELEVATION (PARK AVENUE)

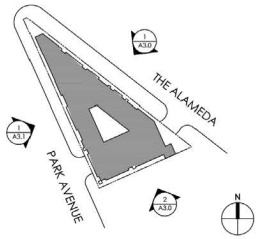
KEY NOTES

1	PAINTED STUCCO
2	DENTIL CORNICE
3	WROUGHT IRON BALCONIES
4	STAIRWELL TOWER
5	AWNINGS AT RETAIL SHOP
6	CLEAR GLAZING WITH ALUMINUM FRAMES
7	WOOD TRELLIS
8	PRECAST CORNICE
9	IRON RAILING
10	PRECAST WINDOW FRAME
11	WOOD PANEL
12	LIGHTING FIXTURE
13	WINDOW LINTEL
14	PRECAST CANOPY
15	METAL CANOPY
16	WOOD TRIM

COLORS AND MATERIALS:

G1	CLEAR GLASS: GUARDIAN GLASS, GUARDIAN ULTRACLEAR LOW-IRON GLASS
M1	METAL PANEL, ALUCOBOND COLOR: #SRI 41, STATUARY BRONZE
P1	STUCCO PAINT: BENJAMIN MOORE, STORM AF-700
P2	STUCCO PAINT: BENJAMIN MOORE, NIGHTINGALE AF-670
P3	STUCCO PAINT: BENJAMIN MOORE, CEMENT GRAY 2112-60
P4	STUCCO PAINT: BENJAMIN MOORE, WHITE HERON # OC-57
P5	STUCCO PAINT: BENJAMIN MOORE, STEEL WOOL 2121-20
SA	STEEL AWNING - AWNTECH - "HOUSTONIAN AWNING" - BLACK
W	CLADDING: PRODEMA COMPOSITE WOOD, CREAM

KEY MAP



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

0' 10' 20'

BUILDING ELEVATION

A3.1



1 STUCCO PAINT: BENJAMIN MOORE
STORM AF - 700



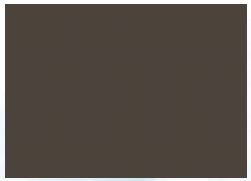
2 STUCCO PAINT: BENJAMIN MOORE
NIGHTINGALE AF - 670

3 STUCCO PAINT: BENJAMIN MOORE
CEMENT GRAY 2112-60

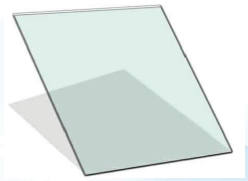
4 STUCCO PAINT: BENJAMIN MOORE
WHITE HERON # OC-57



5 STUCCO PAINT: BENJAMIN MOORE
STEEL WOOL 2121- 20



6 METAL PANEL, ALUCOBOND
COLOR: #SRI 41, STATUARY BRONZE



7 CLEAR GLASS - GUARDIAN GLASS - GUARDIAN ULTRACLEAR
LOW-IRON GLASS

8 CLADDING: COMPOSITE WOOD
PRODUCT:PRODEMA COLOR: CREAM



9 STEEL AWNING - AWNTECH - "HOUSTONIAN AWNING" - BLACK



1 ENLARGED NORTH ELEVATION

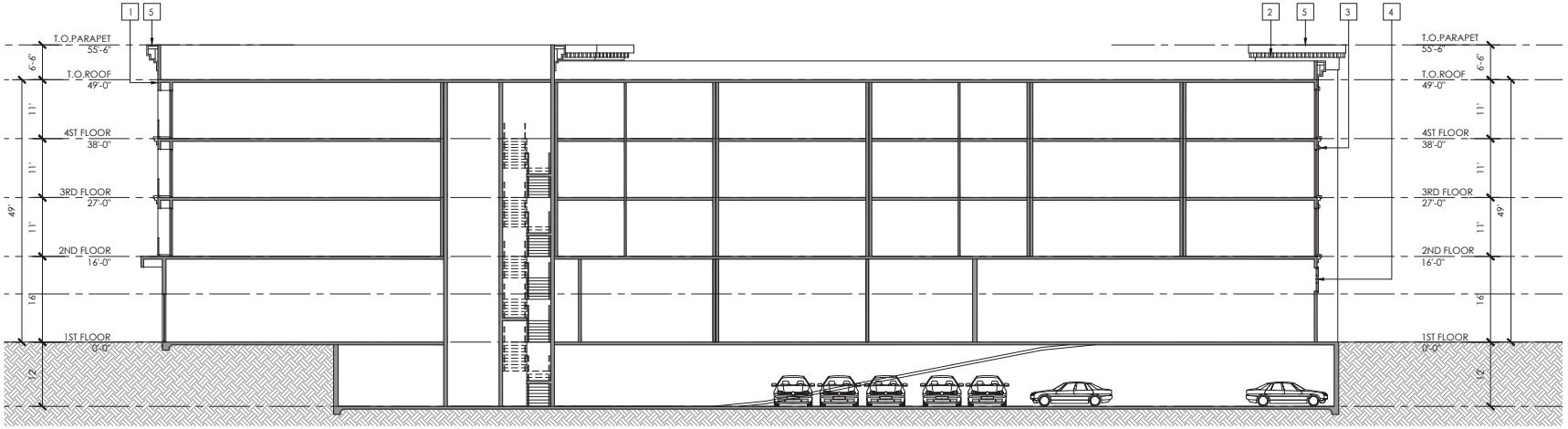
2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

MATERIALS AND FINISHES

A3.2



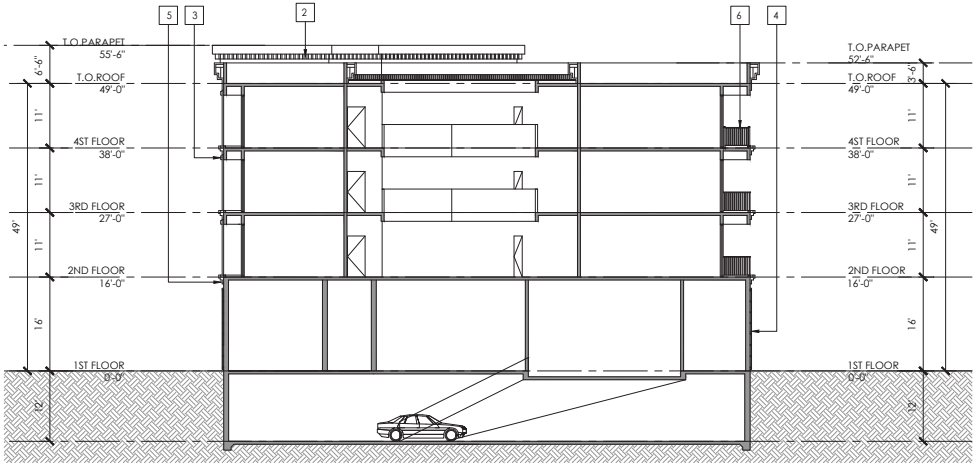
1 BUILDING SECTION 1-1

KEY NOTES

1. PAINTED STUCCO
2. DENTIL CORNICE ROOFING
3. WINDOW LINTEL
4. WOOD LATTICE
5. PRECAST CORNICE
6. IRON RAILING
7. OPENING FOR VISIBLE CONNECTION TO PARK AVENUE

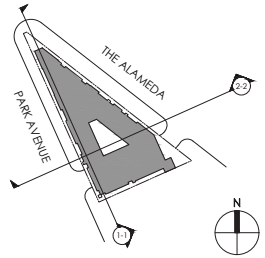


3 ENLARGED DETAIL



2 BUILDING SECTION 2-2

KEY MAP



2655 THE ALAMEDA

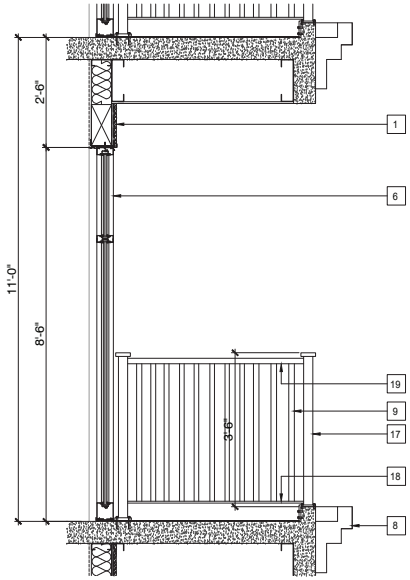
SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

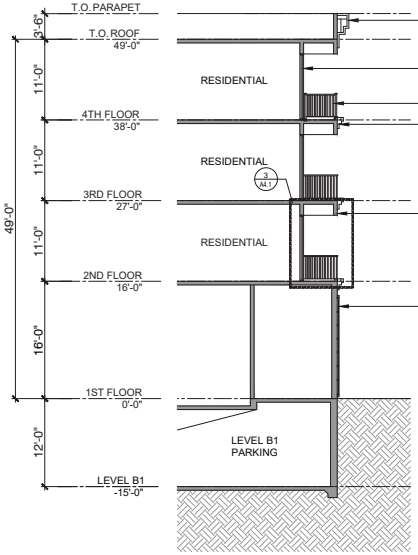
0' 10' 20'

BUILDING SECTIONS

A4.0



3 WINDOW DETAIL AND BALCONY
3/4"= 1'-0"



2 WALL SECTION
1/8"= 1'-0"



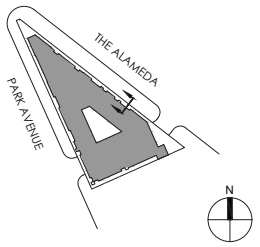
1 ENLARGED ELEVATION
1/8"= 1'-0"

KEY NOTES

1	PAINTED STUCCO
2	DENTIL CORNICE
3	WROUGHT IRON BALCONIES
4	STAIRWELL TOWER
5	AWNINGS AT RETAIL SHOP
6	CLEAR GLAZING WITH ALUMINUM FRAMES
7	WOOD TRELLIS
8	PRECAST CORNICE
9	IRON RAILING
10	PRECAST WINDOW FRAME
11	WOOD PANEL
12	LIGHTING FIXTURE
13	WINDOW LINTEL
14	PRECAST CANOPY
15	METAL CANOPY
16	WOOD TRIM
17	VERTICAL POST
18	BOTTOM RAIL
19	TOP RAIL

NOTE: SEE OVERALL ELEVATIONS FOR FINISHES AND MATERIALS

KEY MAP



2655 THE ALAMEDA

SANTA CLARA, CALIFORNIA
KAPITAL PARTNERS LLC
KENNETH RODRIGUES & PARTNERS, INC.

36.652 05.18.23

0' 8' 16'

ENLARGED ELEVATION
AND WALL SECTION

A4.1

LEGEND

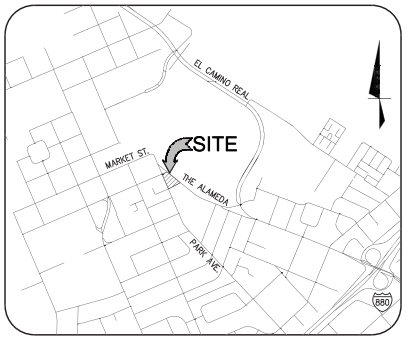
	EXISTING	PROPOSED
SAWCUT AND CONFORM LINE		
RETAINING WALL		
A.C. PAVEMENT		
CONC. VALLEY GUTTER		
CONC. SIDEWALK OR PAD		
6" CURB & GUTTER		
EDGE OF A.C. PAVEMENT	EP	
6" VERTICAL CURB		
CENTER LINE		
SANITARY SEWER MAIN	8" SS	8" SS
STORM DRAIN MAIN	12" SD	15" SD
PERFORATED PIPE		6" SD
WATER MAIN	6" W	6" W
FIRE WATER MAIN	6" FW	4" FW
DOMESTIC WATER MAIN	6" DW	4" DW
CHILLED WATER MAIN	6" CHW	4" CHW
IRRIGATION LINE	2" IRR	4" IRR
HOT WATER SUPPLY & RETURN	HWS-HWR	HWS HWR
STEAM LINE	ST	ST
TRENCH DRAIN		
CONDENSATE RETURN	CR	CR
FLOW LINE		
CHAIN LINK FENCE	x x	x x
GAS MAIN	G	2" G
ELECTRIC AND SIGNAL DUCT BANK	E	E
OVERHEAD ELECTRIC LINE	OHE	OHE
UNDERGROUND ELECTRIC LINE	UGE	UGE
STREET LIGHT CONDUIT	SL	SL
CONTOUR ELEVATION LINE	85	90 89
SPOT ELEVATION	x 95.94	FG 95.94
DIRECTION OF SLOPE		2:1 1%
GAS METER		GM
GAS VALVE		
WATER METER		WM
WATER VALVE	WV	WV
FIRE HYDRANT		
BACK FLOW PREVENTOR		
POST INDICATOR VALVE	PIV	PIV
FIRE DEPARTMENT CONNECTION		
WATER LINE TEE		
CAP AND PLUG END		
AIR RELEASE VALVE		ARV
SIGN		
ACCESSIBLE RAMP		
CONCRETE THRUST BLOCK		
REDUCER		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT	SSCO	SSCO
STORM DRAIN MANHOLE		
STORM DRAIN AREA DRAIN		
STORM DRAIN CATCH BASIN	CB	
STORM DRAIN CURB INLET		
STORM DRAIN CLEANOUT	SDCO	SDCO
ELECTROLIER		

LEGEND

	EXISTING	PROPOSED
JOINT POLE	JP	JP
OVERLAND RELEASE		
CONSTRUCTION DETAIL REFERENCE	15 / C5.2 DETAIL REFERENCE / SHEET REFERENCE	

2655 THE ALAMEDA

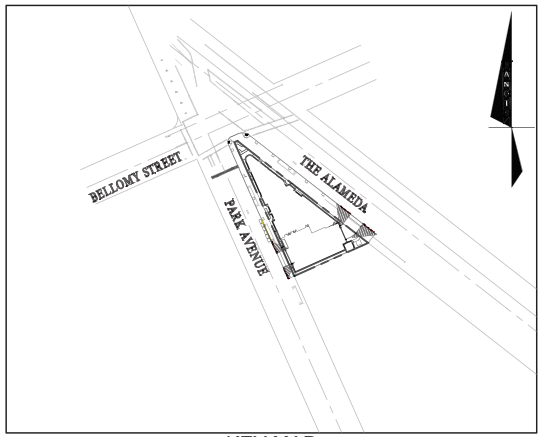
DEVELOPMENT REVIEW
SANTA CLARA, CA



VICINITY MAP
N.T.S.

ABBREVIATIONS

AB	–	AGGREGATE BASE
AC	–	ASPHALT CONCRETE
AD	–	AREA DRAIN
ADA	–	AMERICANS WITH DISABILITIES ACT
ASB	–	AGGREGATE SUBBASE
BC	–	BEGINNING OF CURVE
BFP	–	BACK FLOW PREVENTOR
BLDC	–	BUILDING CORNER
BLDG	–	BUILDING
BOD	–	BOTTOM OF DOCK
BOL	–	BOLLARD
BOS	–	BOTTOM OF STEP
BOW	–	FG @ BOTTOM OF WALL
BVC	–	BEGIN VERTICAL CURVE
BW	–	BACK OF WALK
C	–	CONCRETE OR CIVIL
C&G	–	CURB AND GUTTER
CB	–	CATCH BASIN
CI	–	COMBINATION INLET
CIP	–	CAST IRON PIPE
CL	–	CENTER LINE OR CLASS
CMP	–	CORRUGATED METAL PIPE
CO	–	CLEANOUT
CON	–	CURB OPENING INLET
CONC	–	CONCRETE
CONST	–	CONSTRUCTION OR CONSTRUCT
CY	–	CUBIC YARD
DCDA	–	DOUBLE CHECK DETECTOR ASSEMBLY
DI	–	DROP INLET
DIP	–	DUCTILE IRON PIPE
DOM	–	DOMESTIC
DW	–	DOMESTIC WATER
DWG	–	DRAWING
E	–	EAST
EC	–	END OF CURVE
EP	–	EDGE OF PAVEMENT
ER	–	END OF RETURN
EVC	–	END VERTICAL CURVE
ELEV	–	ELEVATION
EX., EXIST.	–	EXISTING
FC	–	FACE OF CURB
FDC	–	FIRE DEPARTMENT CONNECTION
FF	–	FINISHED FLOOR
FG	–	FINISHED GRADE
FH	–	FIRE HYDRANT
FL	–	FLOW LINE
FOUND	–	FOUNDATION
FS	–	FINISHED SURFACE
FT	–	FOOT
FW	–	FIRE WATER
G	–	GROUND ELEVATION
GB	–	GRADE BREAK
GV	–	GATE VALVE
HCR	–	ACCESSIBLE RAMP
HP	–	HIGH POINT
INV	–	INVERT ELEVATION
JP	–	JOINT POLE
JT	–	JOINT TRENCH
LIP	–	LIP OF GUTTER
LP	–	LOW POINT
LSA	–	LANDSCAPE ARCHITECT
MAX	–	MAXIMUM
MEP	–	MECHANICAL/ELECTRICAL/PLUMBING
MH	–	MANHOLE
MIN	–	MINIMUM
MPVC	–	MIDPOINT OF VERTICAL CURVE
MON	–	MONUMENT
N	–	NORTH
N.I.C.	–	NOT IN CONTRACT
NO	–	NUMBER
NTS	–	NOT TO SCALE
P	–	PAVEMENT ELEVATION
PCC	–	PORTLAND CEMENT CONCRETE / POINT OF CONTINUOUS CURVATURE
PIV	–	POST INDICATOR VALVE
PL	–	PROPERTY LINE
PMH	–	POWER MANHOLE
POC	–	POINT ON CURVE
PP	–	POWER POLE
PRC	–	POINT OF REVERSE CURVATURE
PVC	–	POLYVINYL CHLORIDE PIPE
R	–	RADIUS
RC	–	RELATIVE COMPACTION



KEY MAP
1" = 100'

ABBREVIATIONS

RCP	–	REINFORCED CONCRETE PIPE
RPPA	–	REDUCED PRESSURE PRINCIPLE ASSEMBLY
R/W	–	RIGHT OF WAY
S	–	SLOPE OR SOUTH
S.A.A.	–	SEE ARCHITECTURAL DRAWINGS
SB	–	SEDIMENT BASIN
SD	–	STORM DRAIN
S.E.D.	–	SEE ELECTRICAL DRAWINGS
SF	–	SILT FENCE
SG	–	SUBGRADE
S.L.D.	–	SEE LANDSCAPE DRAWINGS
S.M.D.	–	SEE MECHANICAL DRAWINGS
SMH	–	SIGNAL MANHOLE
S.P.D.	–	SEE PLUMBING DRAWINGS
SS	–	SANITARY SEWER
STA	–	STATION
STD	–	STANDARD
S/W	–	SIDEWALK
TC	–	TOP OF CURB
TD	–	TRENCH DRAIN
TOD	–	TOP OF DOCK
TOE	–	TOE OF SLOPE
TOS	–	TOP OF STAIR
TOW	–	FG @ TOP OF WALL
TS	–	TOP OF SLAB
TYP	–	TYPICAL
UON	–	UNLESS OTHERWISE NOTED
U/G	–	UNDERGROUND
VC	–	VERTICAL CURVE
WM	–	WATER METER
WV	–	WATER VALVE
W	–	WEST
WWF	–	WELDED WIRE FABRIC
W/	–	WITH

EARTHWORK QUANTITIES

CUT 7,000 CY
FILL 0 CY
BALANCE 7,000 CY EXPORT

THE EARTHWORK QUANTITIES SHOWN ARE PROVIDED FOR THE PURPOSE OF GRADING PERMIT APPROVAL ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CARRY OUT THE CUT/FILL, IMPORT/EXPORT AS NECESSARY TO MEET THE DESIGN GRADES AS SHOWN ON THE PLANS REGARDLESS OF THE ESTIMATED EARTHWORK QUANTITIES AS INDICATED. SIGNIFICANT REVISIONS TO THE QUANTITIES NEED REVIEW BY THE CITY. FILL SHORTAGE IS ANTICIPATED TO COME FROM ON-SITE SPOILS ACQUIRED FROM UTILITY TRENCHES AND FOOTING SPOILS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

CIVIL SHEET INDEX

C-1.0	COVER SHEET
C-2.0	TOPOGRAPHIC SURVEY
C-3.0	GRADING AND DRAINAGE PLAN
C-4.0	UTILITY PLAN
C-4.1	UTILITY PROFILE
C-5.0	STORMWATER MANAGEMENT PLAN
C-5.1	STORMWATER DETAILS
C-5.2	STORMWATER DETAILS
C-6.0	EROSION CONTROL PLAN
C-6.1	EROSION CONTROL DETAILS
C-6.2	EROSION CONTROL DETAILS
C-7.0	FIRE ACCESS PLAN

UNAUTHORIZED CHANGES AND USES

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THE PLANS.

811 Know what's below. Call before you dig.

PROJECT DESCRIPTION

A 4-STORY RETAIL AND RESIDENTIAL MIXED USE BUILDING WITH SURFACE PARKING AND BELOW GRADE PARKING GARAGE. THE RESIDENTIAL UNITS CONSIST OF 1,2 AND 3 BEDROOMS WITH A AVERAGE FLOOR AREA OF SF. THE EXTERIOR CONSISTS OF EXTERIOR PLASTER, CLAY TILE ROOFING AND IRON BALCONIES.

OWNER INFO

KAPITAL PARTNERS, LLC
CONTACT PERSON: ANJULI NANDA HABBAS
1999 S. BASCOM AVENUE, SUITE 250
CAMPBELL, CA 95008
PH: 408.628.4346
EMAIL: NANDA.ANJULI@GMAIL.COM

ARCHITECT INFO

KENNETH RODRIGUES & PARTNERS, INC
CONTACT PERSON: KEN RODRIGUES
445 N. WHISMAN ROAD, SUITE 200
MOUNTAIN VIEW, CA 94043
PH: 650.965.0700X(13)
EMAIL: KENR@KRPARCHITECTS.COM

LANDSCAPE ARCHITECT INFO

THE GUZZARDO PARTNERSHIP, INC
CONTACT PERSON: GARY LAYMON
181 GREENWICH STREET
SAN FRANCISCO, CA 94111
PH: 415.433.4672
EMAIL: GLAYMON@TGP-INC.COM

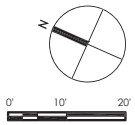
CIVIL ENGINEER INFO

SANDIS
CONTACT PERSON: NATE DICKINSON
1700 SOUTH WINCHESTER BLVD.
CAMPBELL, CA 95008
PH: 408.828.3364
EMAIL: NDICKINSON@SANDIS.NET

2655 THE ALAMEDA

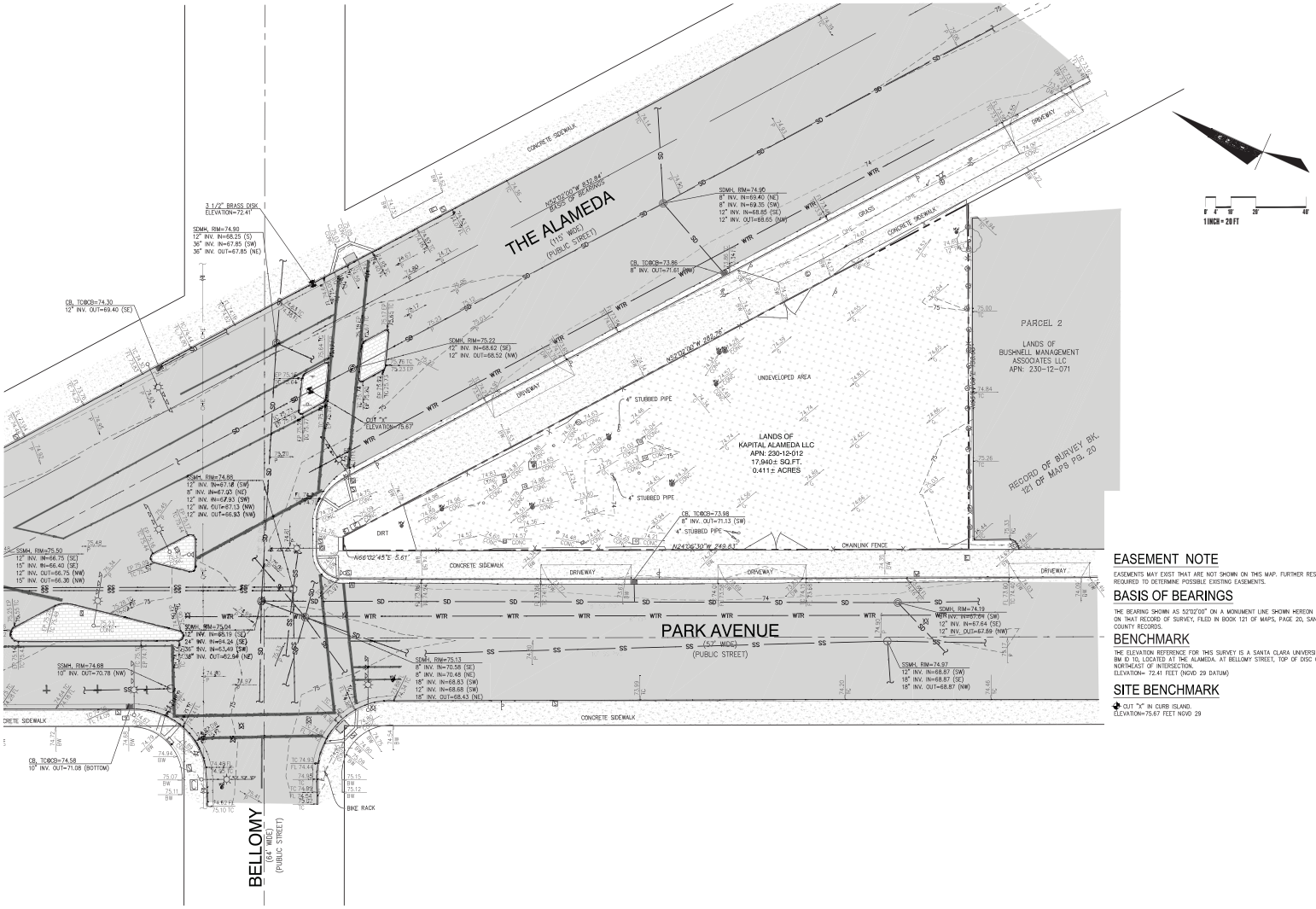
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COVER SHEET

C-1.0



LEGEND

- CURB & GUTTER LINE
- CONTOURS
- OVERHEAD ELECTRIC LINE
- FENCE LINE, TYPE / HEIGHT AS INDICATED
- STORM DRAIN LINE
- SANITARY SEWER LINE
- PROPERTY LINE
- LOT LINE
- CENTERLINE
- MONUMENT LINE
- PAVEMENT SURFACE
- CONCRETE SURFACE
- BRICK SURFACE
- MONUMENT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- FIRE HYDRANT
- COMMUNICATIONS MANHOLE
- COMMUNICATIONS VAULT / PULLBOX
- ELECTRIC VAULT / PULLBOX
- TRAFFIC SIGNAL ON POLE
- MISCELLANEOUS PULLBOX
- STUBBED 6" PIPE UNLESS NOTED OTHERWISE
- GAS VALVE
- WATER VALVE
- JOINT POLE
- GUY WIRE ANCHOR
- TRAFFIC SIGNAL WITH ELECTROLIER
- STREET LIGHT PULLBOX
- MISCELLANEOUS MANHOLE
- SIGN
- BOLLARD
- SPOT ELEVATION
- TREE WITH DRIPLINE, SIZE AS INDICATED

EASEMENT NOTE

EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS MAP. FURTHER RESEARCH IS REQUIRED TO DETERMINE POSSIBLE EXISTING EASEMENTS.

BASIS OF BEARINGS

THE BEARING SHOWN AS S2°02'00" ON A MONUMENT LINE SHOWN HEREON WAS BASED ON THAT RECORD OF SURVEY, FILED IN BOOK 121 OF MAPS, PAGE 20, SANTA CLARA COUNTY RECORDS.

BENCHMARK

THE ELEVATION REFERENCE FOR THIS SURVEY IS A SANTA CLARA UNIVERSITY BENCHMARK, BM ID 10, LOCATED AT THE ALAMEDA, AT BELLOMY STREET, TOP OF DISC ON CURB, NORTHEAST OF INTERSECTION.
ELEVATION= 72.41 FEET (NGVD 29 DATUM)

SITE BENCHMARK

CUT "X" IN CURB ISLAND.
ELEVATION=75.67 FEET NGVD 29

MONUMENT PRESERVATION NOTICE

IF AT ANY TIME A SURVEY MONUMENT WILL BE DESTROYED OR COVERED DURING CONSTRUCTION PHASE OF THE PROJECT, IT MUST BE PERPETUATED IN ACCORDANCE WITH STATE LAW.

PURSUANT TO PROFESSIONAL LAND SURVEYOR'S ACT SECTION 8771(B), CONTROLLING MONUMENTS SHALL BE LOCATED AND REFERENCED BY OR UNDER THE DIRECTION OF A LICENSED LAND SURVEYOR, UPON COMPLETION OF CONSTRUCTION, THOSE MONUMENTS WILL HAVE TO BE RESET IN THE SURFACE OF THE NEW CONSTRUCTION IN ORDER TO PERPETUATE THEIR LOCATION. A CORNER RECORD OR A RECORD OF SURVEY SHALL BE FILED TO DOCUMENT THE REFERENCED MONUMENTS PRIOR TO CONSTRUCTION AND THEIR NEW POSITION AND CHARACTER AFTER THEY HAVE BEEN RESET.

UNDERGROUND UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

OVERHEAD UTILITY NOTE

OVERHEAD UTILITY LINES SHOWN HEREON ARE FOR REFERENCE ONLY, DEPICTING THAT OVERHEAD LINES EXIST. ACTUAL ATTACHMENT, LOCATION, HEIGHT AND TYPE OF UTILITY SERVICE LINES SHALL BE VERIFIED BY THE USER.

SURVEY NOTES

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. DATES OF FIELD SURVEY: 06/27/2022, 07/13/2022, & 07/15/2022.

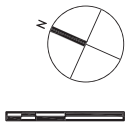
BOUNDARY NOTE

THE PARCEL LINES SHOWN HEREON ARE BASED UPON RECORD INFORMATION AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 121 OF MAPS, PAGE 20, SANTA CLARA COUNTY RECORDS TOGETHER WITH THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 794 OF MAPS, PAGE 32, SANTA CLARA COUNTY RECORDS.

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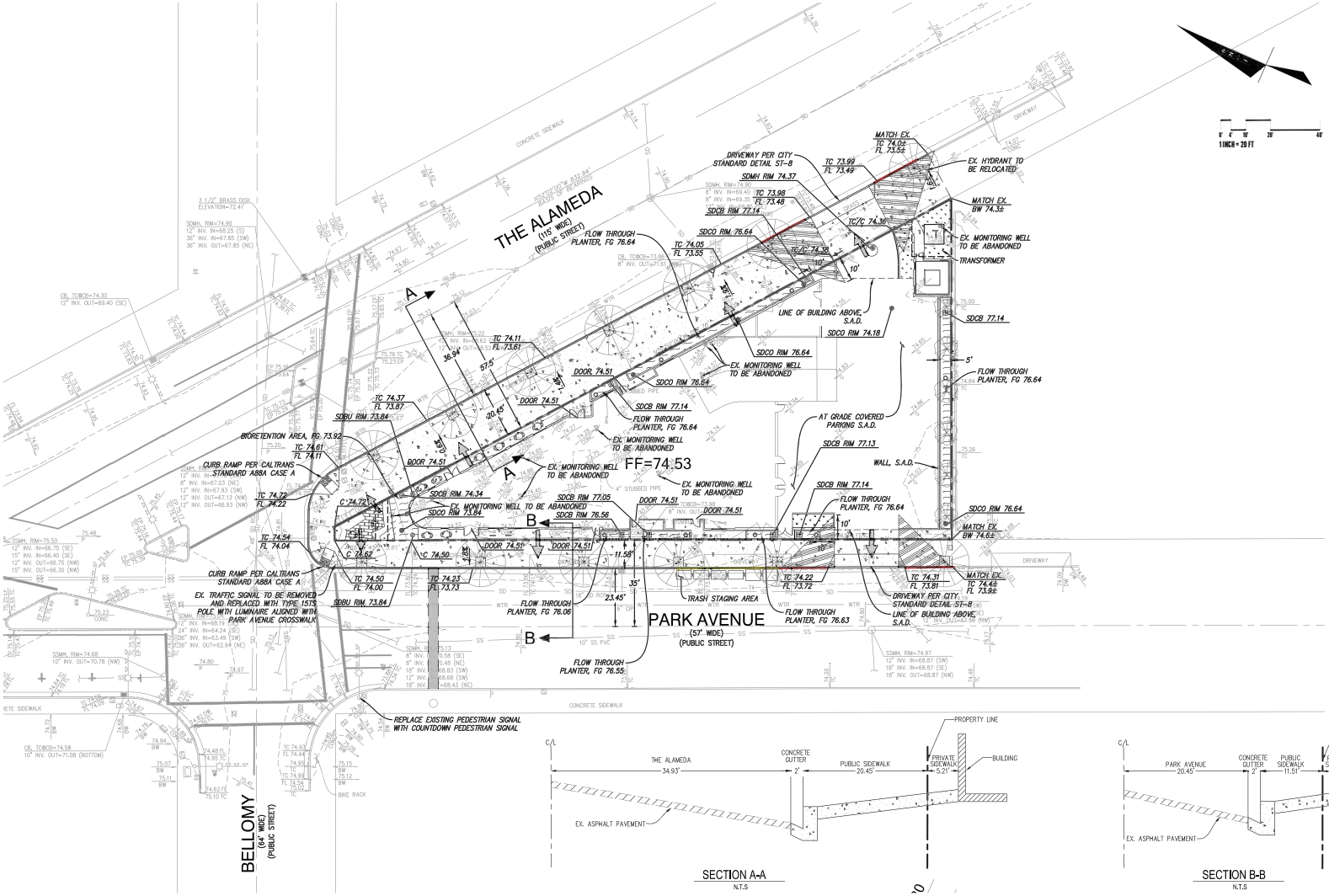
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TOPOGRAPHIC SURVEY

C-2.0



LEGEND

- PROPERTY LINE
- SAWCUT LINE
- GRADE BREAK
- OVERLAND RELEASE ARROW
- CONCRETE SIDEWALK
- PLANTING
- BIO-TREATMENT AREA

ADA NOTES

1. ALL HARDSCAPE ALONG THE ADA PATH OF TRAVEL SHALL BE IN CONFORMANCE WITH TITLE 24 OF THE CALIFORNIA ADMINISTRATIVE CODE.
2. SLOPED WALKS ALONG THE DESIGNATED ADA PATH OF TRAVEL SHALL NOT EXCEED A SLOPE OF 1:20 (5%) WITHOUT HANDRAILS. THE MAXIMUM SLOPE WITH HANDRAILS OR FOR CURB RAMPS IS 1:12 (8.33%). LEVEL LANDINGS ARE REQUIRED AT THE TOP AND BOTTOM OF ALL SLOPED WALKWAYS AND RAMPS.
3. WALKWAYS ON ANY PATH OF TRAVEL SHALL HAVE A MINIMUM WIDTH OF 48". WALKWAYS AND ADA PARKING STALLS OR LOADING ZONES SHALL HAVE A 2% MAXIMUM CROSS SLOPE.
4. A LEVEL LANDING (2% MAX SLOPE) SHALL BE PROVIDED AT ALL ACCESSIBLE ENTRANCES TO BUILDINGS. THE LANDINGS SHALL HAVE A MINIMUM WIDTH OF 60" AND A MINIMUM DEPTH OF 60" WHEN THE DOOR OPENS INTO THE BUILDING, AND 42" PLUS THE WIDTH OF THE DOOR WHEN THE DOOR OPEN ONTO THE LANDING.
5. RAMPS GREATER THAN 1:20 SLOPE AND EXCEEDING 30" IN VERTICAL ELEVATION CHANGE SHALL HAVE INTERMEDIATE LEVEL LANDINGS.

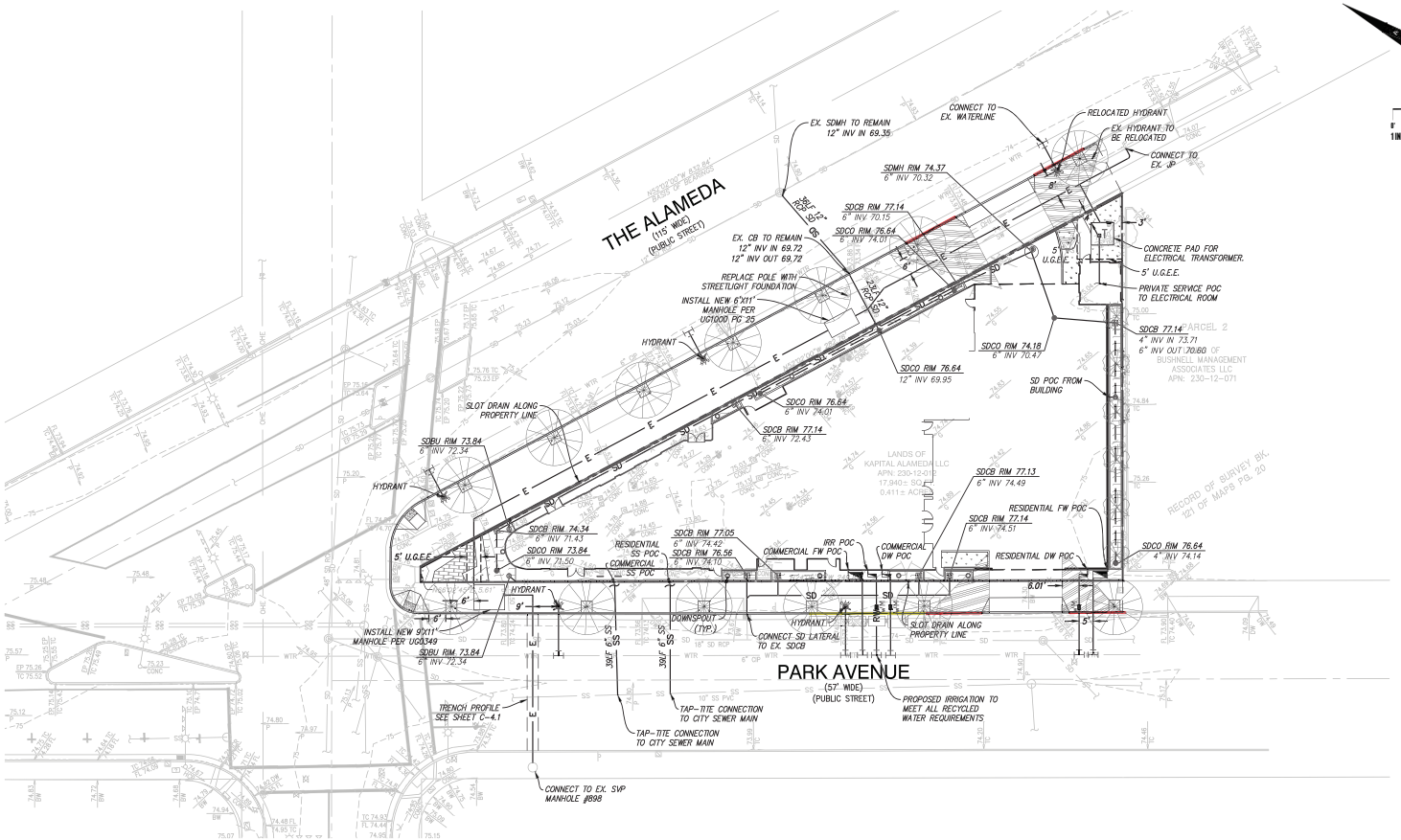
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GRADING AND DRAINAGE PLAN

C-3.0



LEGEND

PROPERTY LINE

BIO-TREATMENT AREA

1 INCH = 20 FT

GENERAL NOTES

1. THE APPLICANT SHALL MAINTAIN A MINIMUM 24" OF VERTICAL CLEARANCE AT WATER SERVICE CROSSING WITH OTHER UTILITIES, AND ALL REQUIRED MINIMUM HORIZONTAL CLEARANCES FROM WATER SERVICES: 10' FROM SANITARY SEWER UTILITIES, 10' FROM RECYCLED WATER UTILITIES, 8' FROM STORM DRAIN UTILITIES, 5' FROM FIRE AND OTHER WATER UTILITIES, 3' FROM ABANDONED WATER SERVICES, 5' FROM GAS AND ELECTRIC UTILITIES, AND 5' FROM THE EDGE OF THE PROPOSED OR EXISTING DRIVEWAY. FOR SANITARY SEWER, WATER, AND RECYCLED WATER UTILITIES, THE APPLICANT SHALL MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10' FROM EXISTING AND PROPOSED TREES. IF APPLICANT INSTALLS TREE ROOT BARRIERS, CLEARANCE FROM TREE REDUCES TO 5' (CLEARANCE MUST BE FROM THE EDGE OF TREE ROOT BARRIER TO EDGE OF WATER FACILITIES).

STORM DRAIN NOTES

1. PRIVATE STORM DRAIN LINE 4-INCH THROUGH 12-INCH WITH A MINIMUM OF TWO (2) FEET OF COVER IN NON-TRAFFIC AREAS SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 GREEN PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION D 3034-73 WITH BELLS AND SPIGOT CONNECTIONS. ALL DIRECTION CHANGES SHALL BE MADE WITH WYE CONNECTIONS, 22.5° ELBOWS, 45° ELBOWS OR LONG SWEEP ELBOWS, 90° ELBOWS AND TEE'S ARE PROHIBITED.
2. PRIVATE STORM DRAIN LINE 6-INCH THROUGH 12-INCH WITH LESS THAN THREE (3) FEET OF COVER IN VEHICULAR TRAFFIC AREAS SHALL BE POLYVINYL CHLORIDE (PVC) C900, RATED FOR 150 PSI CLASS PIPE. PROVIDE AND INSTALL "STORM DRAIN" MARKER TAPE FOR THE ENTIRE LENGTH OF PIPE TRENCH. ALL DIRECTION CHANGES SHALL BE MADE WITH WYE CONNECTIONS, OBTUSE ELBOWS OR LONG SWEEP ELBOWS, 90° ELBOWS AND TEE'S ARE PROHIBITED.
3. ALL AREA DRAINS AND CATCH BASINS GRATES WITHIN PEDESTRIAN ACCESSIBLE AREAS SHALL MEET ADA REQUIREMENTS.
4. ALL TRENCHES SHALL BE BACK FILLED PER THE SPECIFICATIONS WITH APPROPRIATE TESTS BY THE GEOTECHNICAL ENGINEER TO VERIFY COMPACTION VALUES.
5. FOR GRAVITY FLOW SYSTEMS CONTRACTOR SHALL VERIFY (POTHOLE IF NECESSARY) SIZE, MATERIAL, LOCATION AND DEPTH OF ALL SYSTEMS THAT ARE TO BE CONNECTED TO OR CROSSED PRIOR TO THE TRENCHING OR INSTALLATION OF ANY GRAVITY FLOW SYSTEM.
6. DRAINS SHOWN ON CIVIL PLANS ARE NOT INTENDED TO BE THE FINAL NUMBER AND LOCATION OF ALL DRAINS. PLACEMENT AND NUMBER OF LANDSCAPING DRAINS ARE HIGHLY DEPENDENT ON GROUND COVER TYPE AND PLANT MATERIAL. CONTRACTOR SHALL ADD ADDITIONAL AREA DRAINS AS NEEDED AND AS DIRECTED BY THE LANDSCAPE ARCHITECT.
7. INSTALL SEPARATE SUB-DRAIN SYSTEM BEHIND RETAINING WALLS PER GEOTECHNICAL REPORT AND CONNECT TO STORM DRAIN SYSTEM AS SHOWN ON PLANS.
8. ALL DOWN SPOUTS SHALL DISCHARGE DIRECTLY ON TO ADJACENT PERVIOUS SURFACES OR SPLASH BLOCKS UNLESS OTHERWISE NOTED ON PLANS. SEE ARCHITECTURE PLANS FOR EXACT LOCATION OF THE DOWN SPOUTS.

SANITARY SEWER NOTES

1. ALL SEWER WORK SHALL BE IN CONFORMANCE WITH THE COUNTY ENVIRONMENTAL HEALTH DEPARTMENT STANDARDS.
2. PRIVATE SANITARY SEWER MAIN AND SERVICE LINE 4-INCH THROUGH 8-INCH SHALL BE POLYVINYL CHLORIDE (PVC) SDR 26 GREEN SEWER PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION D 3034-73 WITH BELL AND SPIGOT CONNECTIONS. ALL DIRECTION CHANGES SHALL BE MADE WITH WYE CONNECTIONS, 22.5° ELBOWS OR 45° ELBOWS, 90° ELBOWS AND TEE'S ARE PROHIBITED.
3. ALL LATERALS SHALL HAVE A TWO WAY CLEANOUT AT FACE OF BUILDING AND AS SHOWN ON PLANS.
4. IF (E) SEWER LATERAL IS TO BE USED, CONTRACTOR SHALL VIDEO INSPECT, PERFORM PRESSURE TEST ON (E) SEWER LATERAL, AND SHALL PERFORM ANY NEEDED REPAIRS.

WATER SYSTEM NOTES

1. MAINTAIN WATER MAIN LINES 10' AWAY FROM SANITARY SEWER MAIN LINES. LATERALS SHALL BE SEPARATED PER PLAN DIMENSIONS.
2. WHERE WATER LINES HAVE TO CROSS SANITARY SEWER LINES, DO SO AT A 90 DEGREE ANGLE AND WATER LINES SHALL BE MINIMUM OF 12" ABOVE TOP OF SANITARY SEWER LINES.
3. ALL WATER SERVICE CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE WATER DISTRICT STANDARDS.
4. ALL WATER LINES SHALL BE INSTALLED WITH 36" MINIMUM COVER.
5. THRUST RESTRAINTS SHALL BE DESIGNED AND INSTALLED AT ALL TEES, CROSSES, BENDS (HORIZONTAL AND VERTICAL), AT SIZE CHANGES AND AT FIRE HYDRANTS.

WATER SYSTEM SUMARY TABLE

	SERVICE	Quantity	LOCATION	SIZE	TYPE	USED/ABANDONED
EXISTING CITY MAIN	WATER	2	ALONG THE ALAMEDA & PARK AVE	6"	CIP	USED
EXISITNG LATERAL	FIRE HYDRANT	1	ALONG THE ALAMEDA	6"	DIP	ABANDONED
PROPOSED LATERAL	IRRGATION	1	ALONG PARK AVE	TBD	TBD	N/A
	FIRE HYDRANT	3	ALONG THE ALAMEDA	6"	DIP	N/A
	FIRE HYDRANT	2	ALONG PARK AVE	6"	DIP	N/A
	FIRE WATER	2	ALONG PARK AVE	TBD	TBD	N/A
	DOMESTIC WATER	2	ALONG PARK AVE	TBD	TBD	N/A

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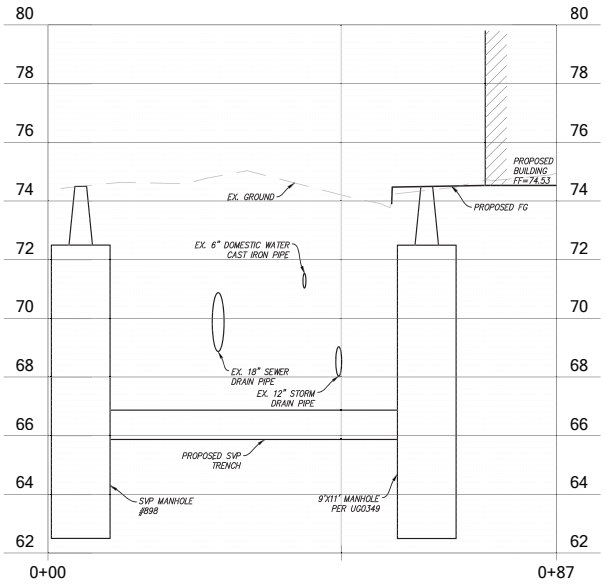
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UTILITY PLAN

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PARK AVENUE UTILITY PROFILE

SCALE H: 1"=20'
V: 1"=4'

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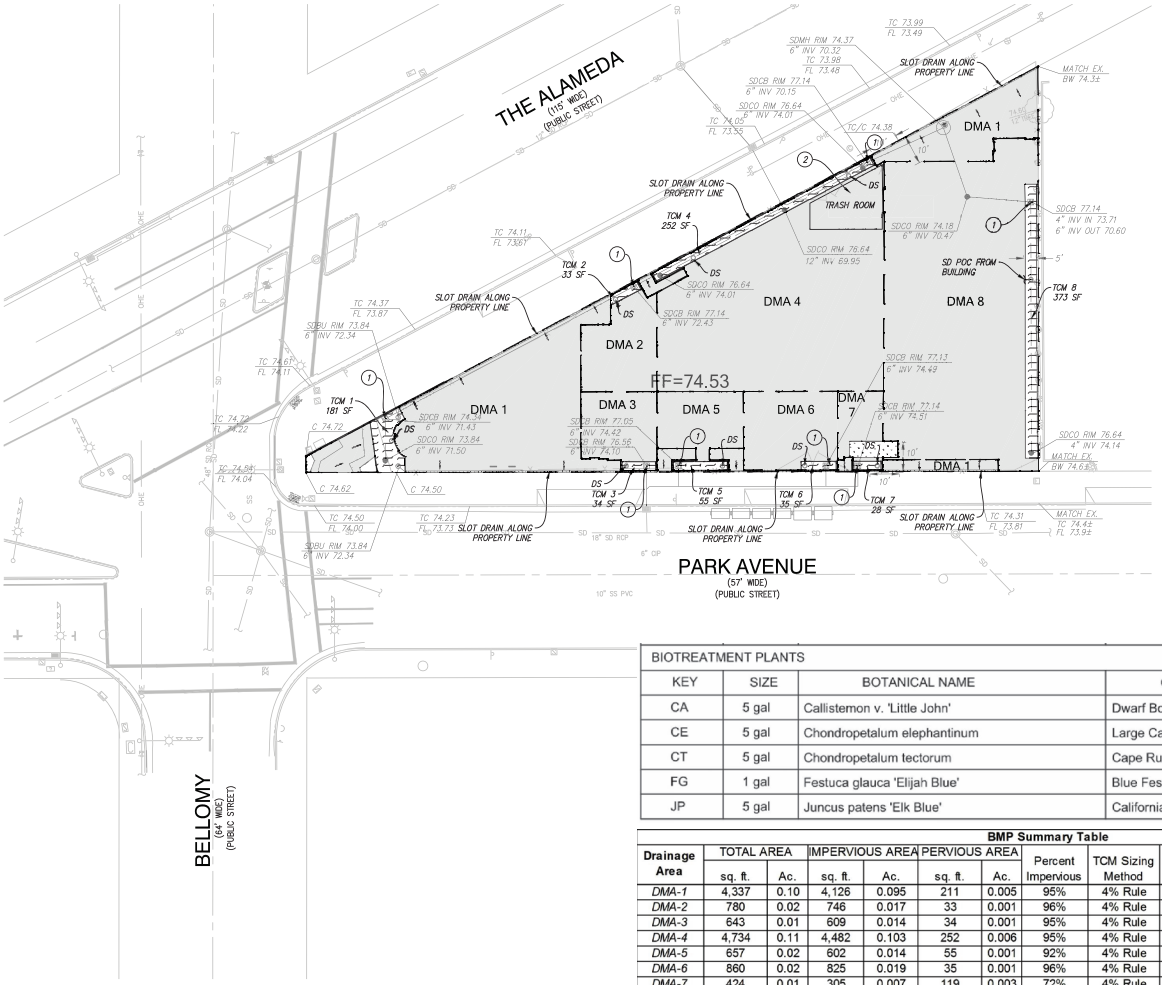
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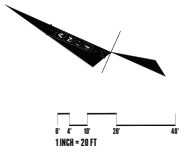
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UTILITY PROFILE

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STORMWATER MANAGEMENT PLAN LEGEND

- PROPOSED PERVIOUS AREA
- PROPOSED IMPERVIOUS AREA
- BIO-RETENTION AREA
- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION
- SDCB STORM DRAIN CATCH BASIN
- SDBU STORM DRAIN BUBBLER

HYDROMODIFICATION NOTE:

THE PROJECT IS EXEMPT FROM HYDROMODIFICATION REQUIREMENTS PER THE SANTA CLARA COUNTY C.3 TECHNICAL GUIDANCE DOCUMENT. THE PROJECT IS EXEMPT FROM HYDROMODIFICATION DUE TO THE SITE BEING LOCATED IN A WATER SHED GREATER THAN 65% IMPERVIOUS.

SITE TREATMENT AREA NOTE:

THIS PROJECT IS REPLACING MORE THAN 50% OF THE EXISTING IMPERVIOUS AREA AND THEREFORE MUST TREAT THE ENTIRE SITE.

SOURCE CONTROL MEASUREMENTS LABELS:

(1) STORM DRAIN LABELING
CASQA SD-12

(2) COVERED TRASH STORAGE AREA:
CASQA SD-32

STORMWATER MANAGEMENT NOTES:

1. THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE SANTA CLARA COUNTY PROGRAM AND THE CITY REQUIREMENTS.
2. THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE
   2.1. BIO-RETENTION AREA – RUNOFF IN THIS AREA IS DIRECTED TO A BIO-RETENTION PLANTER/AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXISTING THE SITE. PLANTING AND SOIL REQUIREMENTS APPLY.
3. PROPOSED STORM WATER PLANTERS HAVE BEEN SIZED TO TREAT THE TOTAL AMOUNT OF IMPERVIOUS AREA PROPOSED FOR THE SITE. AFTER PLANNING APPROVAL, THE STORMWATER CONVEYANCE TO EACH PLANTER WILL BE COORDINATED WITH THE PLUMBING ENGINEER.

CITY OF SANTA CLARA C.3 TREATMENT FACILITIES CONSTRUCTION NOTES

1. DURING THE BEGINNING OF THE CONSTRUCTION, THE PROJECT APPLICANT SHALL ARRANGE FOR A SITE VISIT (INSPECTION) BY A THIRD-PARTY REVIEWER ACCEPTABLE TO THE CITY OF SANTA CLARA THAT THE INSTALLED STORMWATER TREATMENT MEASURES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED BUILDING PLANS. THE THIRD-PARTY REVIEWER WILL RECOMMEND THE NUMBER OF SITE INSPECTIONS AT DIFFERENT INTERVALS OF CONSTRUCTION. THE THIRD-PARTY REVIEWER MUST BE A CIVIL ENGINEER, ARCHITECT OR LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF CALIFORNIA AND MUST HAVE A CURRENT TRAINING ON STORMWATER TREATMENT DESIGN. A LIST OF QUALIFIED THIRD-PARTY REVIEWERS CAN BE FOUND ON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) WEBSITE AT WWW.SCVURPPP-W2K.COM/CONSULTANTS_LIST.SHTML
2. SOILS IN THE BIORETENTION FACILITIES SHOULD MEET THE BIOTREATMENT SOIL MIX (BSM) SPECIFICATIONS PER SCVURPPP C.3 STORMWATER HANDBOOK, APPENDIX C. A MINIMUM PERCOLATION RATE OF 5 INCHES/HOUR AND A MAXIMUM PERCOLATION RATE OF 10 INCHES/HOUR ARE REQUIRED (INITIAL INFILTRATION RATE MAY EXCEED THIS TO ALLOW FOR TENDENCY OF INFILTRATION RATE TO REDUCE OVER TIME). PLATING SOIL LAYER SHOULD BE AT LEAST 18 INCHES DEEP. CONTRACTOR TO SUBMIT MATERIAL CERTIFICATES SIGNED BY THE MATERIAL PRODUCER, CERTIFYING THAT SOIL COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS WITHIN 6 MONTHS.
3. PERMEABLE DRAIN ROCK SHALL BE CLASS 2 PERM ROCK PER CALTRANS STANDARD SECTION 68-1.025. THE MATERIAL SHALL BE WASHED AND FREE FROM CLAY OR ORGANIC MATERIAL.
4. PERFORATED PIPE SHALL BE SOLVENT WELD PVC SDR 35 (OR APPROVED EQUAL) WITH PERFORATIONS FACED DOWN. LOCATION OF THE PIPE VARIES, SEE PLAN.
5. INSTALLATION OF POROUS PAVEMENT AND/OR VAULTS SHALL BE DONE PER STANDARD DETAILS AND SPECIFICATIONS. THIRD PARTY REVIEWER OR VENDOR SHALL INSPECT THE POROUS PAVEMENT AND/OR VAULTS INSTALLATION (INCLUDING IF NECESSARY, PERFORMING PERCOLATION TEST) AND SUBMIT THEIR CONCURRENCE LETTER TO THE CITY OF SANTA CLARA.
6. INSTALLATION OF INTERCEPTOR TREES AS A TREATMENT CONTROL MEASURE SHALL BE INSPECTED TO VERIFY THE ACCURACY OF LOCATION, SPECIES AND NUMBER OF THE INTERCEPTOR TREES.
7. FOR ANY LINER PENETRATIONS, RADIAL CUT THE LINER FOR PIPE. MASTIC AND SEAL WITH PIPE CLAMP TO INSURE WATER-TIGHT SEAL.
8. SEE LANDSCAPE PLANS AND SPECIFICATIONS FOR PLANTING MATERIALS WITHIN BIORETENTION FACILITIES.

BIOTREATMENT PLANTS

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
CA	5 gal	Callistemon v. 'Little John'	Dwarf Bottlebrush	36" o.c.	L
CE	5 gal	Chondropetalum elephantinum	Large Cape Rush	60" o.c.	L
CT	5 gal	Chondropetalum tectorum	Cape Rush	48" o.c.	L
FG	1 gal	Festuca glauca 'Elijah Blue'	Blue Fescue	12" o.c.	L
JP	5 gal	Juncus patens 'Elk Blue'	California Gray Rush	18" o.c.	L

BMP Summary Table

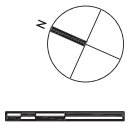
Drainage Area	TOTAL AREA		IMPERVIOUS AREA		PERVIOUS AREA		Percent Impervious	TCM Sizing Method	Treatment Area Required (sf)*	Treatment Control Method	Treatment Provided (sf)	Adequate Sizing
	sq. ft.	Ac.	sq. ft.	Ac.	sq. ft.	Ac.						
DMA-1	4,337	0.10	4,126	0.095	211	0.005	95%	4% Rule	165	Bioretention Area	181	OK
DMA-2	780	0.02	746	0.017	33	0.001	96%	4% Rule	30	Flow Through Planter**	33	OK
DMA-3	643	0.01	609	0.014	34	0.001	95%	4% Rule	24	Flow Through Planter**	34	OK
DMA-4	4,734	0.11	4,482	0.103	252	0.006	95%	4% Rule	179	Flow Through Planter**	252	OK
DMA-5	657	0.02	602	0.014	55	0.001	92%	4% Rule	24	Flow Through Planter**	55	OK
DMA-6	860	0.02	825	0.019	35	0.001	96%	4% Rule	33	Flow Through Planter**	35	OK
DMA-7	424	0.01	305	0.007	119	0.003	72%	4% Rule	12	Flow Through Planter**	28	OK
DMA-8	5,507	0.13	5,134	0.118	373	0.009	93%	4% Rule	205	Flow Through Planter**	373	OK
TOTAL	**17,942**	**0.41**	**16,830**	**0.39**	**1,112**	**0.03**	**94%**		**673**		**991**	

* Treatment area required is based on 4% of the impervious area draining to the TCM.
** *Roof runoff will be conveyed to the flow through planters via downspouts. Actual locations of the downspouts will be designed during building permit process.*

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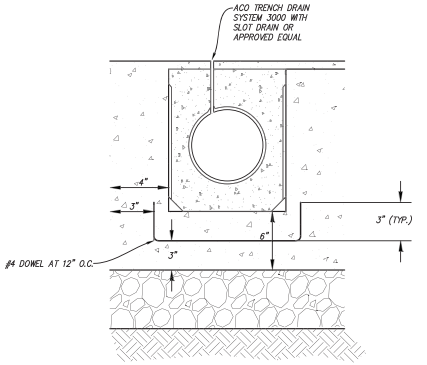
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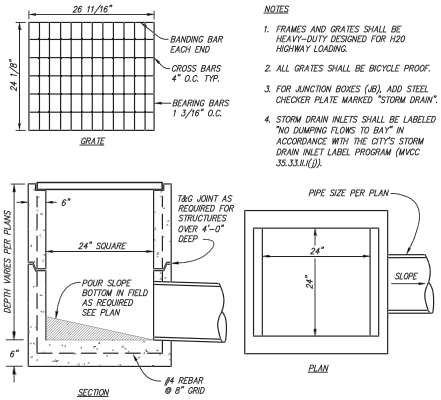


STORMWATER MANAGEMENT PLAN

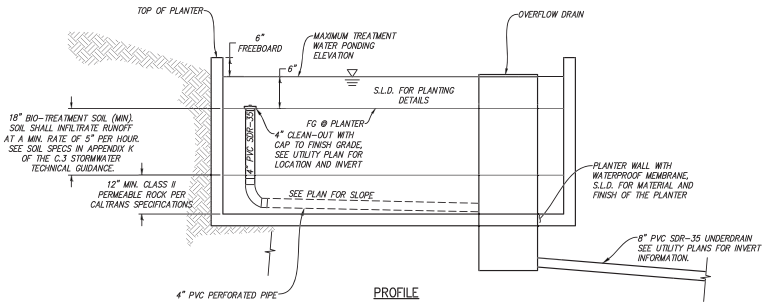
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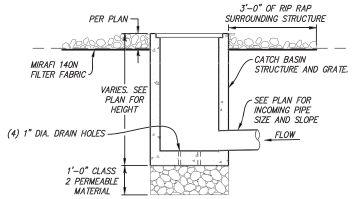
SLOT DRAIN
N.T.S.
5



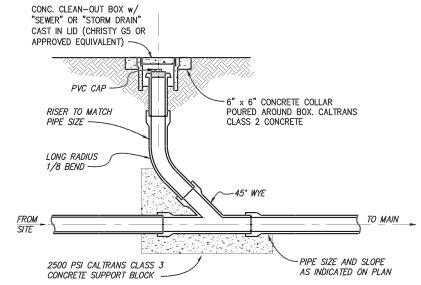
OVERFLOW DRAIN
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3



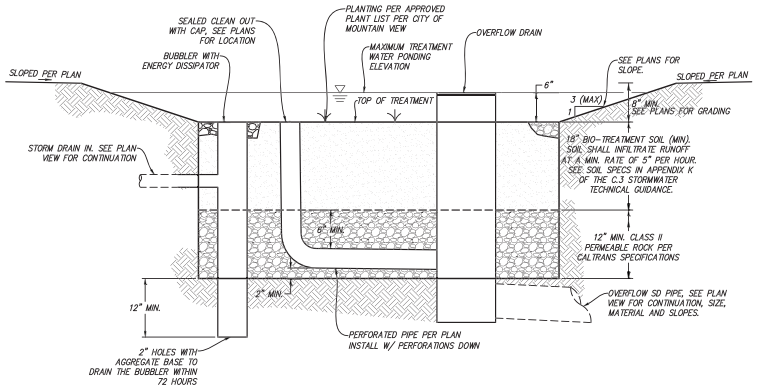
FLOW-THROUGH PLANTER
N.T.S.
1



BUBBLER BOX
N.T.S.
6



CLEANOUT WITH LATERAL STUB
N.T.S.
4



BIORETENTION AREA
2

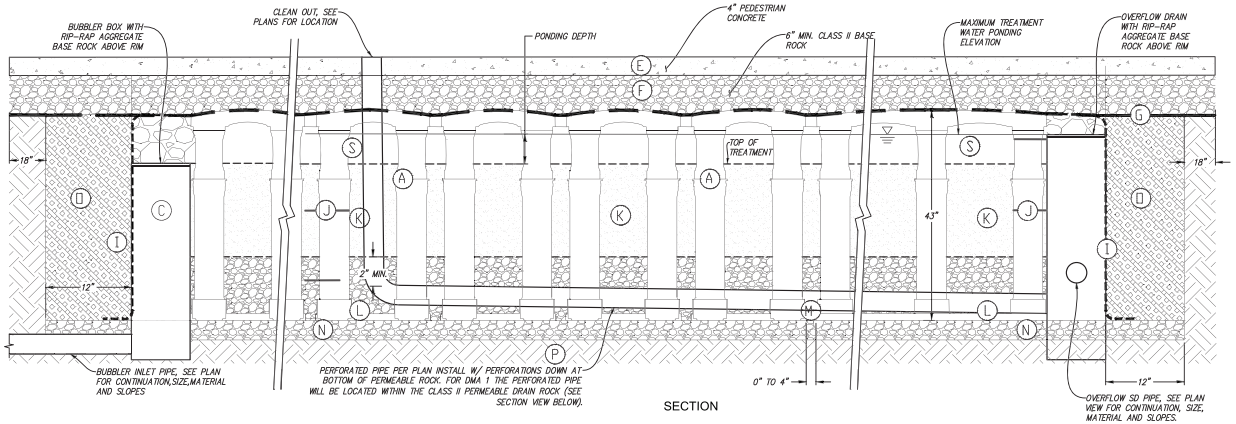
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STORMWATER DETAILS

C-5.1



SECTION

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. DO NOT SCALE DRAWINGS
3. PROVIDE SUPPLEMENTAL IRRIGATION FOR SEASONAL DROUGHT SUPPORT OF TREES & SOIL
4. TREE AND PLANTING INSTALLED IN BIO-TREATMENT SOIL ARE TO CONFORM AND COMPLY TO APPENDIX D OF THE C.3 STORMWATER HANDBOOK.
5. SEE LANDSCAPE DRAWINGS FOR TREE PLANTING REQUIREMENTS AND DETAILS
6. SEE IRRIGATION PLANS FOR IRRIGATION OF SOIL CELL AREA

KEY PLAN:

- (A) SOIL CELL SYSTEM (DECK, BASE, AND POSTS)
- (B) NOT USED
- (C) BUBBLER BOX
- (D) NOT USED
- (E) 4" CONCRETE
- (F) AGGREGATE BASE COURSE, 6" MINIMUM THICKNESS ABOVE SOIL CELLS.
- (G) GEOTEXTILE TO EDGE OF EXCAVATION
- (H) BACKFILL, TO WITHIN 4-6" BELOW TOP OF SOIL CELL DECKS. INSTALL IN 8" LIFTS, EACH COMPACTED TO 95% PROCTOR.
- (I) GEOGRID TO LINE PERIMETER OF SYSTEM WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)
- (J) 3/16"x14" ZIP TIES, SECURING GEOGRID TO SOIL CELLS
- (K) 18" BIO-TREATMENT SOIL (MIN).
- (L) SOIL CELL BASE SLOPE, 5% MAX
- (M) 3" SPACING BETWEEN SOIL CELLS AT BASE
- (N) 4" MIN. AGGREGATE SUB BASE, COMPACTED TO 95% RELATIVE COMPACTION STANDARD PROCTOR
- (O) BACKFILL COMPACTED TO 95% RELATIVE COMPACTION STANDARD PROCTOR
- (P) SUBGRADE, COMPACTED TO 95% RELATIVE COMPACTION STANDARD PROCTOR
- (Q) NOT USED
- (R) 6" CONCRETE CURB
- (S) 6" PONDING DEPTH PER GRADING PLAN C-4.0 AND C-4.1
- (T) NOT USED
- (U) NOT USED
- (V) 4" MIN. DIAMETER APPROVED COBBLE

SILVA CELLS
N.T.S.

1

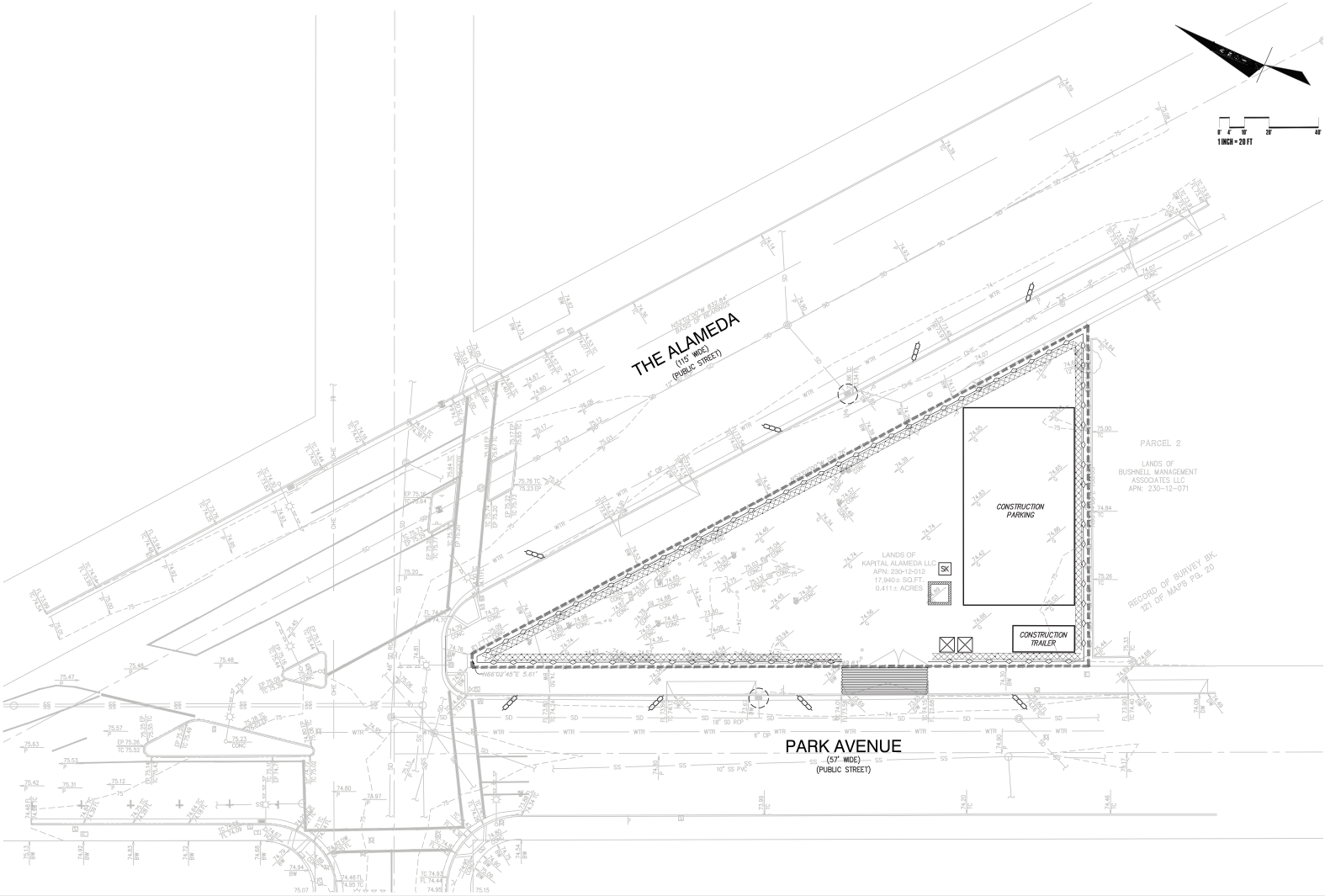
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STORMWATER DETAILS

C-5.2



LEGEND

- CONSTRUCTION ENTRANCE/EXIT (TC-3 / C-6.2)
- CONCRETE WASHOUT (WM-8 / C-6.2)
- SPILL KIT
- PORTABLE RESTROOM
- CONSTRUCTION TRAILER
- PATH OF SURFACE DRAINAGE
- SILT FENCE (SE-1 / C-6.1)
- SANDBAG BARRIER (SE-10 / C-6.2)
- DRAIN INLET PROTECTION (SE-10 / C-6.2)
- FIBER ROLL (SE-5 / C-6.2)
- APPROXIMATE AREA OF CONSTRUCTION DISTURBANCE

WATER POLLUTION CONTROL NOTES:

A. TEMPORARY CONSTRUCTION ENTRANCE/EXIT LOCATION SHOWN IS APPROXIMATE. CONTRACTOR TO PROVIDE LOCATION WHERE APPROPRIATE.

B. THIS PLAN REPRESENTS POSSIBLE WATER POLLUTION CONTROL MEASURES INCLUDING EROSION CONTROL AND SEDIMENT CONTROL.

C. EXISTING SURFACES SHALL BE UNDISTURBED TO THE EXTENT PRACTICAL.

D. GROUND WATER SHALL NOT BE DISCHARGED WITH STORM WATER. GROUND WATER DEWATERING OPERATIONS SHALL BE COORDINATED AS NEEDED WITH OWNER.

E. CONTRACTOR SHALL PROVIDE EFFECTIVE SOIL COVER FOR AREAS OF CONSTRUCTION ACTIVITY THAT HAVE BEEN DISTURBED AND ARE NOT SCHEDULED TO BE ACTIVE FOR AT LEAST 14 DAYS.

F. ALL EROSION CONTROL AND SEDIMENT CONTROLS TO BE OBTAINED INSTALLED AND MAINTAINED AS REQUIRED IN PROJECT SWPPP.

G. CONTRACTOR TO INSTALL RUN-ON AND RUN-OFF CONTROL MEASURES ACCORDING TO PLANS OR AS NECESSARY TO ENSURE SEDIMENT IS NOT TRANSPORTED FROM SITE.

H. CONTRACTOR TO PROVIDE BACK-UP EROSION PREVENTION MEASURES (SOIL STABILIZATION) WITH SEDIMENT CONTROL MEASURES SUCH AS STRAW WATTLES, SILT FENCE, GRAVEL INLET FILTERS, AND/OR SEDIMENT TRAPS OR BASINS. ENSURE CONTROL MEASURES ARE ADEQUATE, IN PLACE, AND IN OPERABLE CONDITIONS. SEDIMENT CONTROLS, INCLUDING INLET PROTECTION, ARE NECESSARY BUT SHOULD BE A SECONDARY DEFENSE BEHIND GOOD EROSION CONTROL MEASURES.

I. STOCKPILE LOCATION(S) TO BE DETERMINED BY THE CONTRACTOR. COORDINATE WITH SITE QSP.

J. ALL CONCRETE TRUCKS TO USE CHUTE WASH BUCKETS FOR CONCRETE RINSE, ALL CONCRETE PUMPS TO CAPTURE CONCRETE RINSE IN SECONDARY CONTAINMENT AND PROPERLY DISPOSE.

K. STREET SWEEPING SHALL BE CHECKED DAILY TO ENSURE DEPOSITED SEDIMENT AND DEBRIS DOES NOT ENTER THE STORM DRAIN SYSTEM. USE REGENERATIVE VACUUM STREET CLEANER TO MITIGATE AIR AND WATER POLLUTION.

L. RUNOFF THAT HAS CONTACTED AMENDED SOIL AREAS SHALL NOT BE ALLOWED TO LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.

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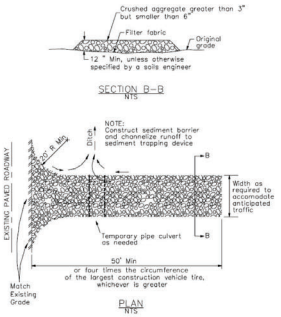
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EROSION CONTROL PLAN

C-6.0

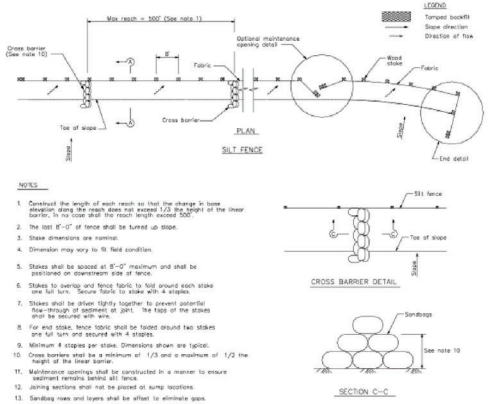
Stabilized Construction Entrance/Exit

CASQA Detail TC-1



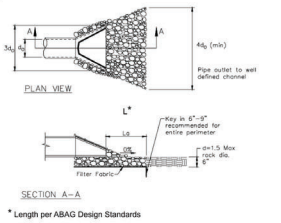
Silt Fence

CASQA Detail SE-1



Velocity Dissipation Devices

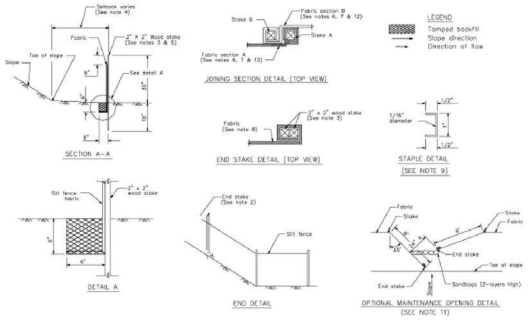
CASQA Detail EC-10



* Length per ABAG Design Standards

Silt Fence

CASQA Detail SE-1



Source for Graphics: California Stormwater BMP Handbook, California Stormwater Quality Association, January 2003.
Available from www.cabmphandbooks.com.

STANDARD BEST MANAGEMENT PRACTICE NOTES

1. Solid and Demolition Waste Management: Provide designated waste collection areas and containers on site away from streets, gutters, storm drains, and waterways, and arrange for regular disposal. Waste containers must be watertight and covered at all times except when waste is deposited. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C3) or latest.
2. Hazardous Waste Management: Provide proper handling and disposal of hazardous wastes by a licensed hazardous waste material hauler. Hazardous wastes shall be stored and properly labeled in sealed containers constructed of suitable materials. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-5 to C-6) or latest.
3. Spill Prevention and Control: Provide proper storage areas for liquid and solid materials, including chemicals and hazardous substances, away from streets, gutters, storm drains, and waterways. Spill control materials must be kept on site where readily accessible. Spills must be cleaned up immediately and contaminated soil disposed properly. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-7 to C-8, C-13 to C-14) or latest.
4. Vehicle and Construction Equipment Service and Storage: An area shall be designated for the maintenance, where on-site maintenance is required, and storage of equipment that is protected from stormwater run-on and runoff. Measures shall be provided to capture any waste oils, lubricants, or other potential pollutants and these wastes shall be properly disposed of off site. Fueling and major maintenance/repair, and washing shall be conducted off-site whenever feasible. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C9) or latest.
5. Material Delivery, Handling and Storage: In general, materials should not be stockpiled on site. Where temporary stockpiles are necessary and approved by the County, they shall be covered with secured plastic sheeting or tarp and located in designated areas near construction entrances and away from drainage paths and waterways. Barriers shall be provided around storage areas where materials are potentially in contact with runoff. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-11 to C-12) or latest.
6. Handling and Disposal of Concrete and Cement: When concrete trucks and equipment are washed on-site, concrete wastewater shall be contained in designated containers or in a temporary lined and watertight pit where wasted concrete can harden for later removal. If possible have concrete contractor remove concrete wash water from site. In no case shall fresh concrete be washed into the road right-of-way. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-15 to C-16) or latest.
7. Pavement Construction Management: Prevent or reduce the discharge of pollutants from paving operations, using measures to prevent run-on and runoff pollution and properly disposing of wastes. Avoid paving in the wet season and reschedule paving when rain is in the forecast. Residue from saw-cutting shall be vacuumed for proper disposal. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-17 to C-18) or latest.
8. Contaminated Soil and Water Management: Inspections to identify contaminated soils should occur prior to construction and at regular intervals during construction. Remediating contaminated soil should occur promptly after identification and be specific to the contaminant identified, which may include hazardous waste removal. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-19 to C-20) or latest.
9. Sanitary/Septic Water Management: Temporary sanitary facilities should be located away from drainage paths, waterways, and traffic areas. Only licensed sanitary and septic waste haulers should be used. Secondary containment should be provided for all sanitary facilities. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C-21) or latest.
10. Inspection & Maintenance: Areas of material and equipment storage sites and temporary sanitary facilities must be inspected weekly. Problem areas shall be identified and appropriate additional and/or alternative control measures implemented immediately, within 24 hours of the problem being identified.

STANDARD EROSION CONTROL NOTES

1. Sediment Control Management:

   Tracking Prevention & Clean Up: Activities shall be organized and measures taken as needed to prevent or minimize tracking of soil onto the public street system. A gravel or proprietary device construction entrance/exit is required for all sites. Clean up of tracked material shall be provided by means of a street sweeper prior to an approaching rain event, or at least once at the end of each workday that material is tracked, or, more frequently as determined by the County Inspector. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages B-31 to B-33) or latest.

   Storm Drain Inlet and Catch Basin Inlet Protection: All inlets within the vicinity of the project and within the project limits shall be protected with gravel bags placed around inlets or other inlet protection. At locations where exposed soils are present, staked fiber roles or staked silt fences can be used. Inlet filters are not allowed due to clogging and subsequent flooding. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages B-49 to B-51) or latest.

   Storm Water Runoff: No storm water runoff shall be allowed to drain in to the existing and/or proposed underground storm drain system or other above ground watercourses until appropriate erosion control measures are fully installed.

   Dust Control: The contractor shall provide dust control in graded areas as required by providing wet suppression or chemical stabilization of exposed soils, providing for rapid clean up of sediments deposited on paved roads, furnishing construction road entrances and vehicle wash down areas, and limiting the amount of area disturbed by clearing and earth moving operations by scheduling these activities in phases.

   Stockpiling: Excavated soils shall not be placed in streets or on paved areas. Borrow and temporary stockpiles shall be protected with appropriate erosion control measures(tarps, straw bales, silt fences, ect.) to ensure silt does not leave the site or enter the storm drain system or neighboring watercourse.
2. Erosion Control: During the rainy season, all disturbed areas must include an effective combination of erosion and sediment control. It is required that temporary erosion control measures are applied to all disturbed soil areas prior to a rain event. During the non-rainy season, erosion control measures must be applied sufficient to control wind erosion at the site.
3. Inspection & Maintenance: Disturbed areas of the Project's site, locations where vehicles enter or exit the site, and all erosion and sediment controls that are identified as part of the Erosion Control Plans must be inspected by the Contractor before, during, and after storm events, and at least weekly during seasonal wet periods. Problem areas shall be identified and appropriate additional and/ or alternative control measures implemented immediately, within 24 hours of the problem being identified.
4. Project Completion: Prior to project completion and signoff by the County Inspector, all disturbed areas shall be reseeded, planted, or landscaped to minimize the potential for erosion on the subject site.
5. It shall be the Owner's/Contractor's responsibility to maintain control of the entire construction operation and to keep the entire site in compliance with the erosion control plan.
6. Erosion and sediment control best management practices shall be operable year round or until vegetation is fully established on landscaped surfaces.

Project Information

Best Management Practices and Erosion Control Details Sheet 1
County of Santa Clara

BMP-1

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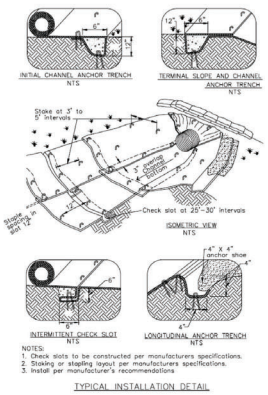
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EROSION CONTROL DETAILS

C-6.1

Geotextiles and Mats

CASQA Detail EC-7

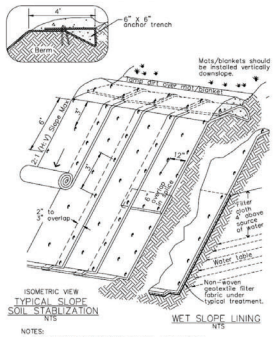


NOTES:
1. Check slots to be constructed per manufacturers specifications.
2. Staking or stapling layout per manufacturers specifications.
3. Install per manufacturer's recommendations

TYPICAL INSTALLATION DETAIL

Geotextiles and Mats

CASQA Detail EC-7

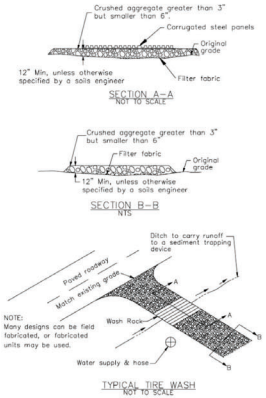


NOTES:
1. Slope surface shall be free of rocks, clods, sticks and grass. Mats/blankets shall have good soil contact.
2. Lay blankets loosely and stake or staple to maintain direct contact with the soil. Do not stretch.
3. Install per manufacturer's recommendations

TYPICAL INSTALLATION DETAIL

Entrance/Outlet Tire Wash

CASQA Detail TC-3

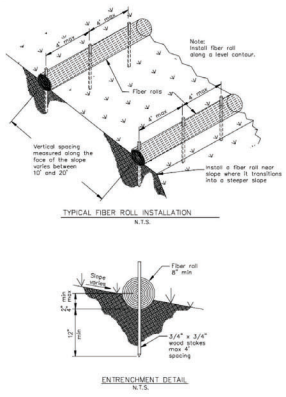


NOTE:
Many designs can be field fabricated, or fabricated units may be used.

TYPICAL TIRE WASH
NOT TO SCALE

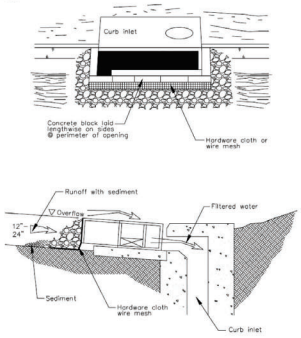
Fiber Rolls

CASQA Detail SE-5



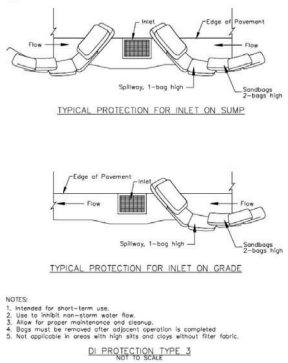
Storm Drain Inlet Protection

CASQA Detail SE-10



Storm Drain Inlet Protection

CASQA Detail SE-10

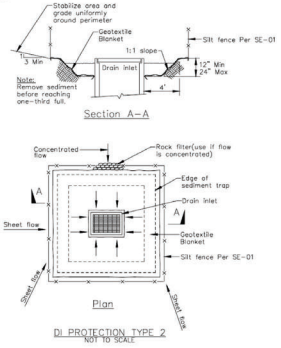


NOTES:
1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable in areas with high silts and clays without filter fabric.

DI PROTECTION TYPE 3
NOT TO SCALE

Storm Drain Inlet Protection

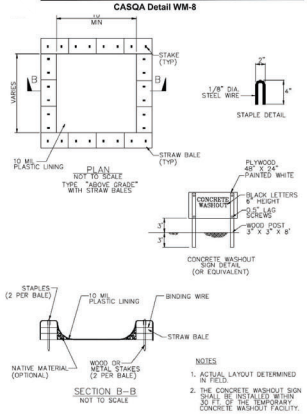
CASQA Detail SE-10



Notes
1. For use in cleared and grubbed and in graded areas.
2. Shape basin so that longest inflow area faces longest length of trap.
3. For concentrated flows, shape basin in 2:1 ratio with length oriented towards direction of flow.

Concrete Waste Management

CASQA Detail WM-8



NOTES
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 20 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

Source for Graphics: California Stormwater BMP Handbook, California Stormwater Quality Association, January 2003.
Available from www.cabmphandbooks.com.

Project Information

Best Management Practices and Erosion Control Details Sheet 2
County of Santa Clara

BMP-2

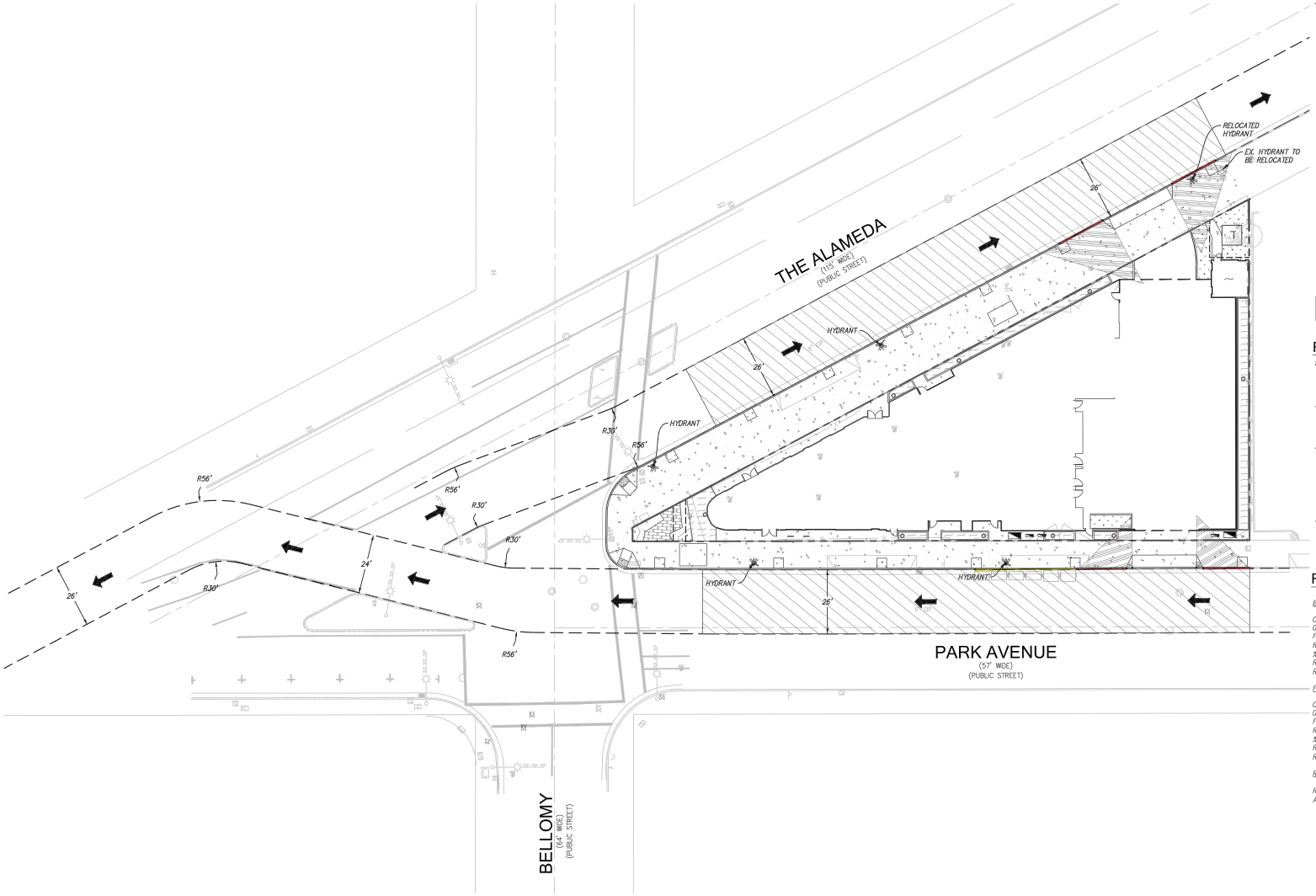
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EROSION CONTROL DETAILS

C-6.2



1 INCH = 20 FT

LEGEND

- PROPOSED FIRE HYDRANT
- BACKFLOW PREVENTER
- EXISTING FIRE HYDRANT TO REMAIN
- FIRE ACCESS ROUTE
- AERIAL FIRE ACCESS

FIRE NOTES

1. FIRE DEPARTMENT EMERGENCY ACCESS IS TO BE PROVIDED TO WITHIN 150 FT OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDINGS AS MEASURED BY AN APPROVED ACCESS ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY.
2. THE MINIMUM WIDTH OF A FIRE ACCESS ROADWAY IS 26 FEET. BUILDINGS WHICH DO NOT EXCEED 30 FEET IN HEIGHT AND/OR NOT REQUIRED TO HAVE PRIVATE FIRE HYDRANTS MAY BE A MINIMUM OF 20 FEET IN WIDTH. FIRE ACCESS ROAD SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13..5 FT.
3. EMERGENCY ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING AT LEAST 75,000 LBS. AND SHALL HAVE A SURFACE PROVIDING ALL-WEATHER DRIVING CAPABILITIES. GRADES OF LESS THAN 10% SHALL BE SURFACED WITH A MIN CLASS 2 AGGREGATE BASE OR EQUIVALENT WITH 95% COMPACTION. ASPHALT OR CONCRETE FINISH IS PREFERRED. GRADES OF 15% TO 20% SHALL REQUIRE A NON-SKID ASPHALT OR CONCRETE SURFACE, OR EQUIVALENT. GRADES 15% TO 20% SHALL BE LIMITED TO 150 FT IN LENGTH.
4. THE INSIDE TURNING RADIUS FOR EMERGENCY APPARATUS ACCESS ROADS SHALL BE 36.5 FT.

FIRE FLOW REQUIREMENTS

BELOW GRADE PARKING

CONSTRUCTION TYPE:	TYPE I	
GROSS PARKING AREA:	14,583 SF	
FULLY SPRINKLERED:	AUTOMATIC FIRE SPRINKLERS	
REFERENCE FIRE FLOW	1,500 GPM	(CFC TABLE B105.1(2))
% OF REF. FIRE FLOW REQUIRED	0%	(CFC TABLE B105.2)
REQUIRED FIRE FLOW:	1500 GPM	
REQUIRED FIRE FLOW DURATION:	2 HR	(CFC TABLE B105.1(2) & B105.2)

FLOOR 1,2,3,4

CONSTRUCTION TYPE:	TYPE V	
GROSS BUILDING FLOOR AREA:	48,895 SF	
FULLY SPRINKLERED:	AUTOMATIC FIRE SPRINKLERS	
REFERENCE FIRE FLOW	6,000 GPM	(CFC TABLE B105.1(2))
% OF REF. FIRE FLOW REQUIRED	50%	(CFC TABLE B105.2)
REQUIRED FIRE FLOW:	3,000 GPM	
REQUIRED FIRE FLOW DURATION:	4 HR	(CFC TABLE B105.1(2) & B105.2)

REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS

REQUIRED NUMBER OF HYDRANTS:	5	(CFC TABLE C102.1)
AVERAGE HYDRANT SPACING:	300 FT	(CFC TABLE C102.1)

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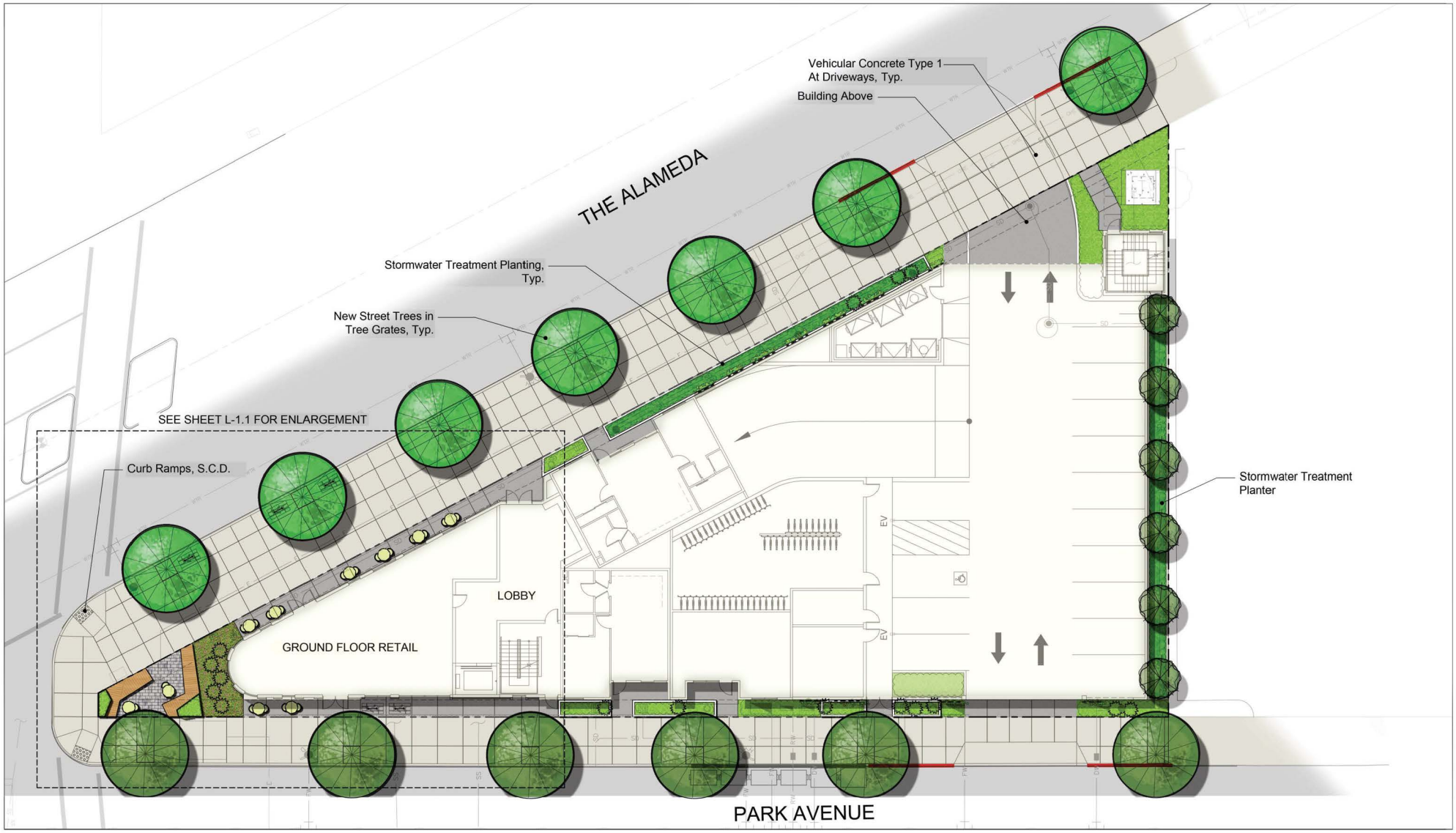
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N

FIRE ACCESS PLAN

C-7.0



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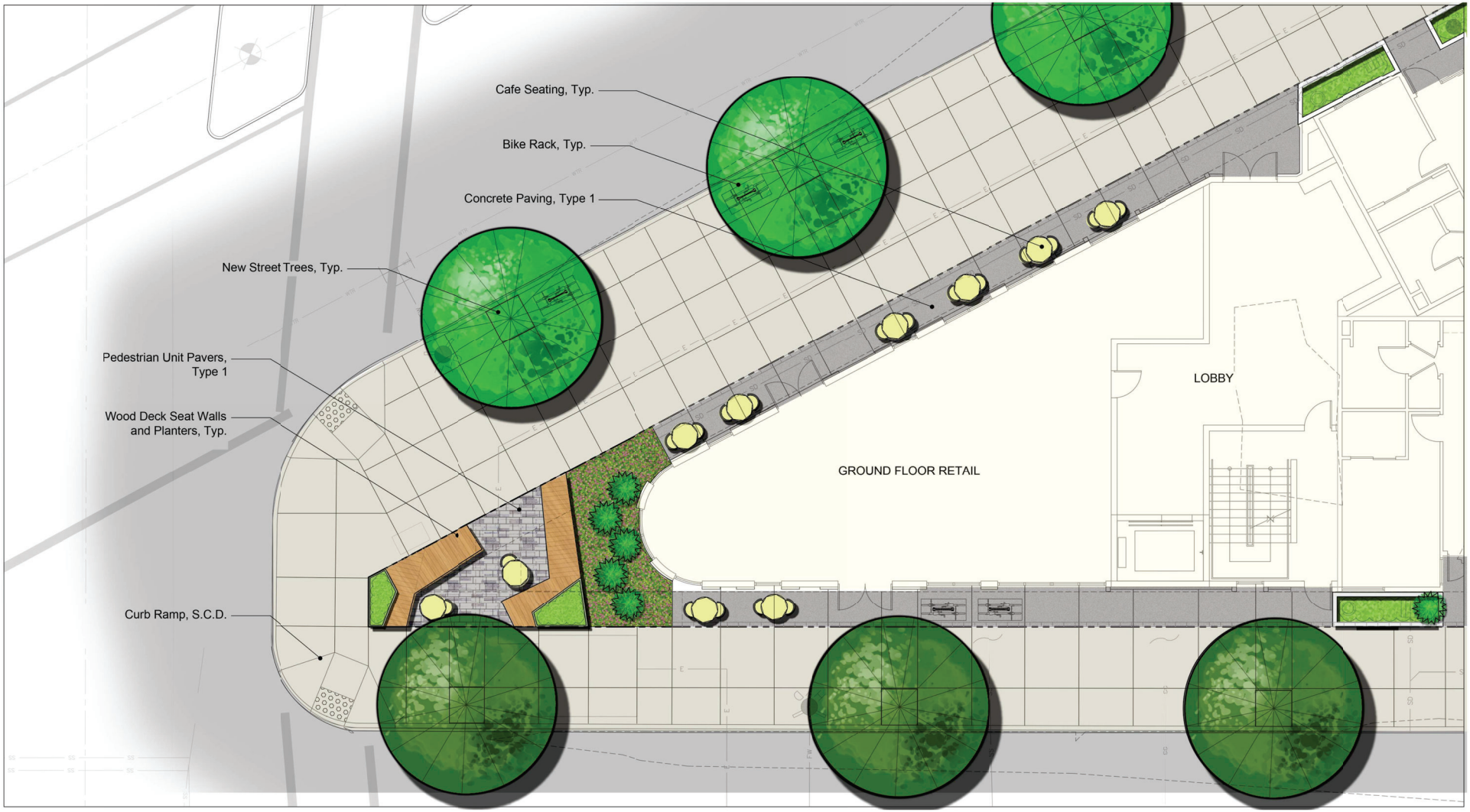
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North

Scale: 1" = 10'
0 5 10 20

GROUND FLOOR
LAYOUT PLAN

L-1.0



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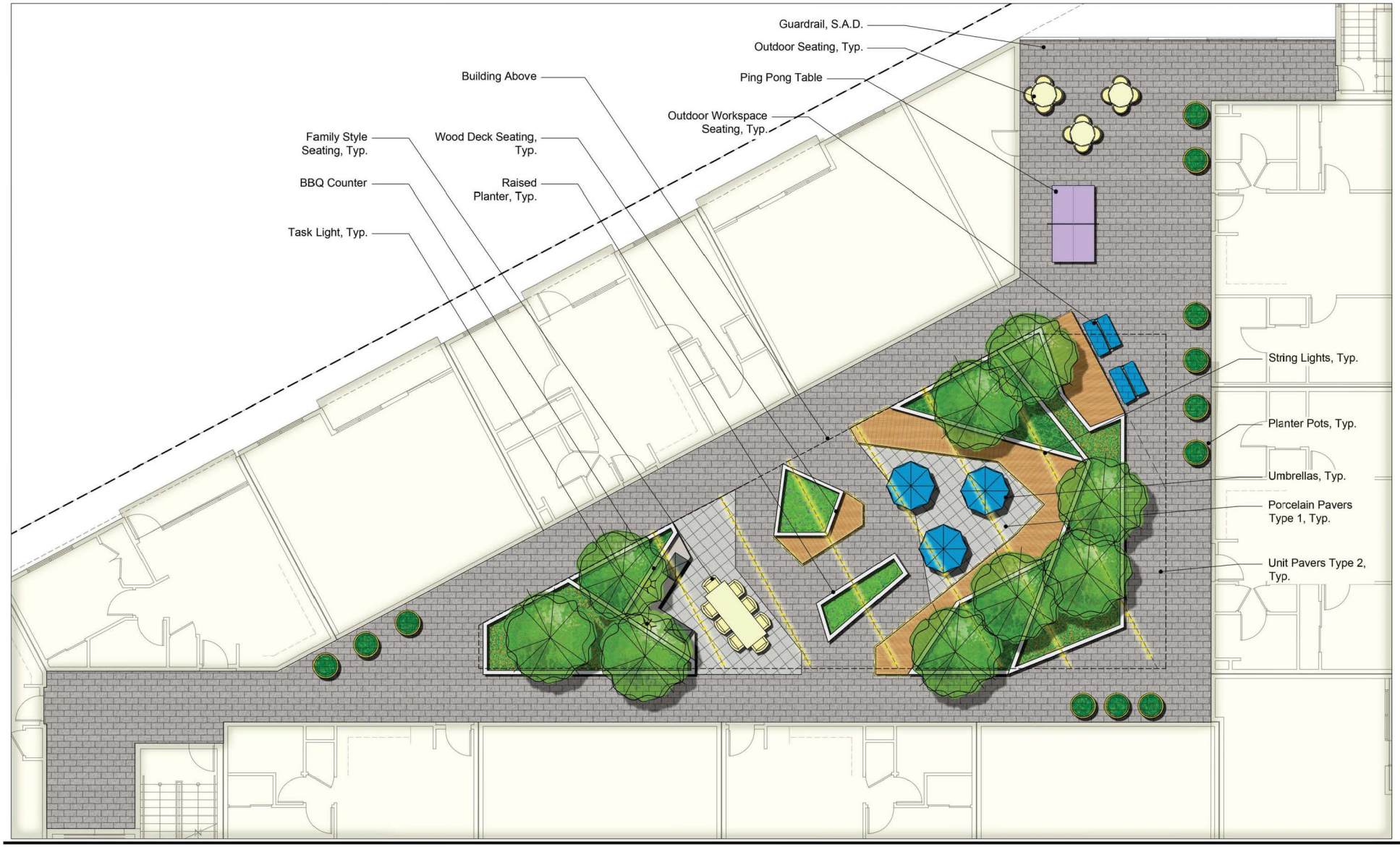
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North

Scale: 1" = 5'
0 2.5 5 10

CORNER PLAZA
LAYOUT PLAN

L-1.1



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36.652 05.17.23

North

Scale: 1" = 5'
0 2.5 5 10

SECOND FLOOR
PODIUM LAYOUT PLAN

L-1.2



2655 THE ALAMEDA

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THE GUZZARDO PARTNERSHIP INC.
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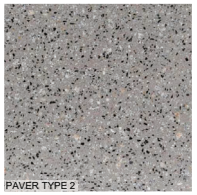
North

Scale: 1" = 5'
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FOURTH FLOOR
ROOF LAYOUT PLAN

L-1.3


PAVER TYPE 3


PAVER TYPE 2


PAVER TYPE 1


TREE GRATE


BBQ UNIT


BBQ COUNTER


STRIP LIGHT


POLE LIGHT


TASK LIGHT


STRING LIGHT


PLANTER POTS


FAMILY STYLE SEATING/TABLE


UMBRELLA


WORK TABLE


PING PONG TABLE

COLOR AND FINISH SCHEDULE

PEDESTRIAN CONCRETE PAVING
Type 1 Natural grey concrete with light broom finish. Sweep perpendicular to path of travel.

*All colors to be: (DAVIS; SCOFIELD; etc.)

PEDESTRIAN AND VEHICULAR ACCENT PAVING
Precast Concrete Pavers: specify manufacturer(s)
Type 1 4"x24" Unit Pavers, Pattern: Running Bond, Color: City Blend, AckerStone, ackertone.com, 650.482.4100

Type 2 Flat Ash, 24"x24", TileTech, tiletechpavers.com, 888.401.9979

Type 3 Terrazzo Grey Black, 24"x24", TileTech, tiletechpavers.com, 888.401.9979

PRE-CAST PLANTERS
Precast planters/saucers: specify manufacturer(s)
Type 1 Urban Collection Planter US-3600, 36"x29.5"x34", Color: Citron, tournesol.com, 510.471.6269

Contractor to submit sample to Landscape Architect for approval prior to acquisition or installation. Contractor to provide unit price.

LIGHTING FIXTURES
Pedestrian-scale Pole Light: See Electrical Drawings. BEGA 77-142 Pole top Luminaire on 12' Pole. bega-us.com, 805.684.0533

Wall Light: See Electrical Drawings. BK Lighting Yukon Light, Standard Direct Faceplate (Horizontal), bklighting.com, 559.438.5900

String Lights: See Electrical Drawings. BK Lighting Catenary CY-AR-LED Lights, bklighting.com, 559.438.5900

Light Strips: See Electrical Drawings. Q Tran KURV-SC Flexible LED Light Strip, q-tran.com, 203.367.8777

TREE GRATES
Tree Grate Jamison 4' Grate from Urban Accessories, urbanaccessories.com, 877.487.0488

FURNITURE
Cafe Table and Chairs Chair: Chipman Armless Chair, 22"x20"x33", Color: white. Table: Chipman 31" dia Dining Table, 31"x29", Color: White, Landscape Forms, landscapeforms.com, 800.430.6206

Family Table and Chairs Chair: Morris Wood Insert Stool, 16"x16"x28", Table: Morris Wood Dining Table, 40"x80"x31", Color: White Landscape Forms, landscapeforms.com, 800.430.6206

Study Table: Take-Out Double Table, 37.5"x52.5"x30", Color: Ocean Landscape Forms, landscapeforms.com, 800.430.6206

Umbrellas: Umbrella: Solstice Cygnus Umbrella, Color: Ocean Landscape Forms, landscapeforms.com, 800.430.6206

Ping Pong Table: Urban Conga Ping pong Table, theurbanconga.com

BBQ GRILL AND COUNTER
BBQ: PSG T-Series Commercial 39" Propane Gas Grill with Timer – S36TLP, bbqguys.com, 844.977.4384

Counter Top: 406 Clearskies Countertop, CaesarStone, caesatstone.com. 877.978.2789


PLAZA BENCH DETAILS


PLAZA BENCH DETAILS

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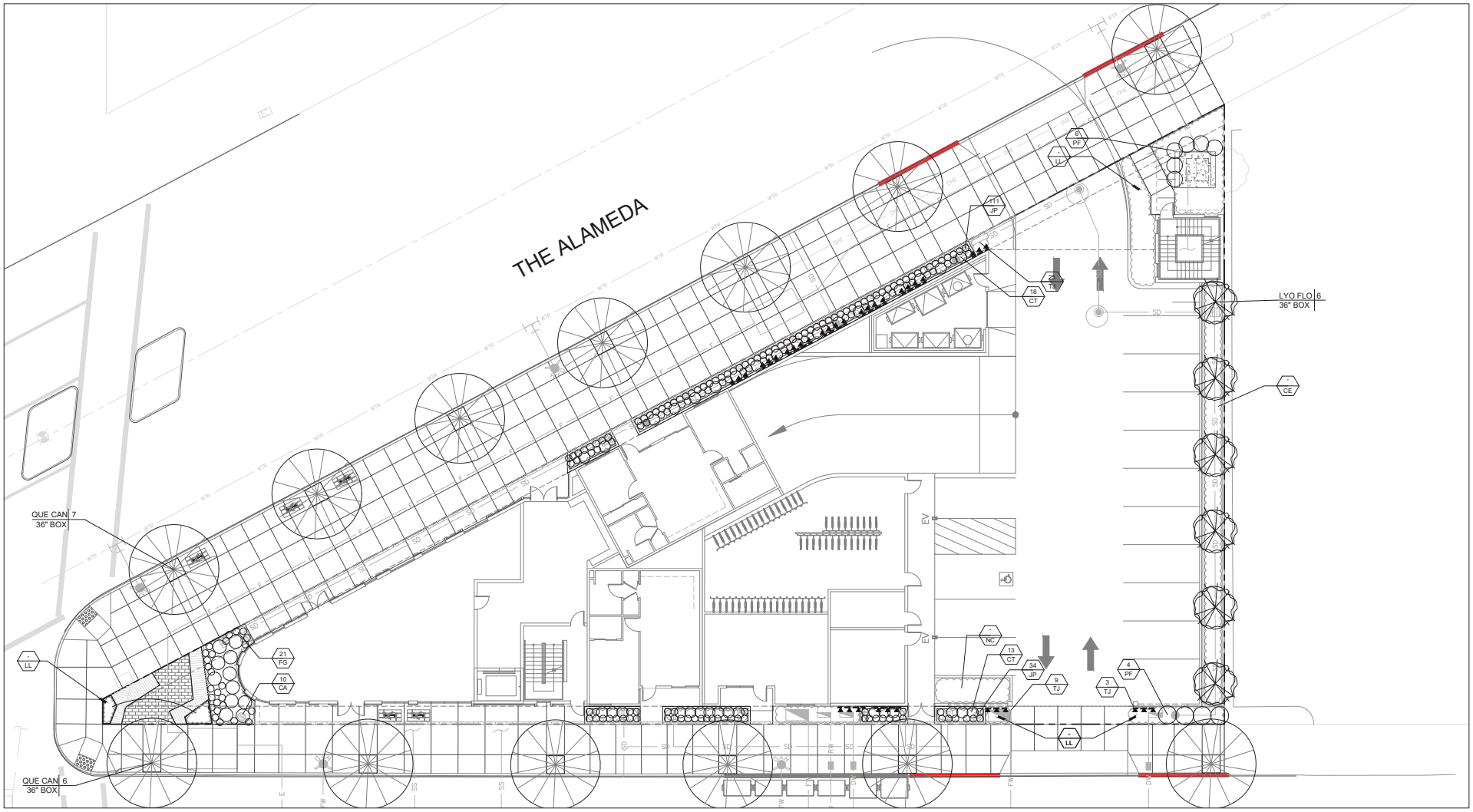
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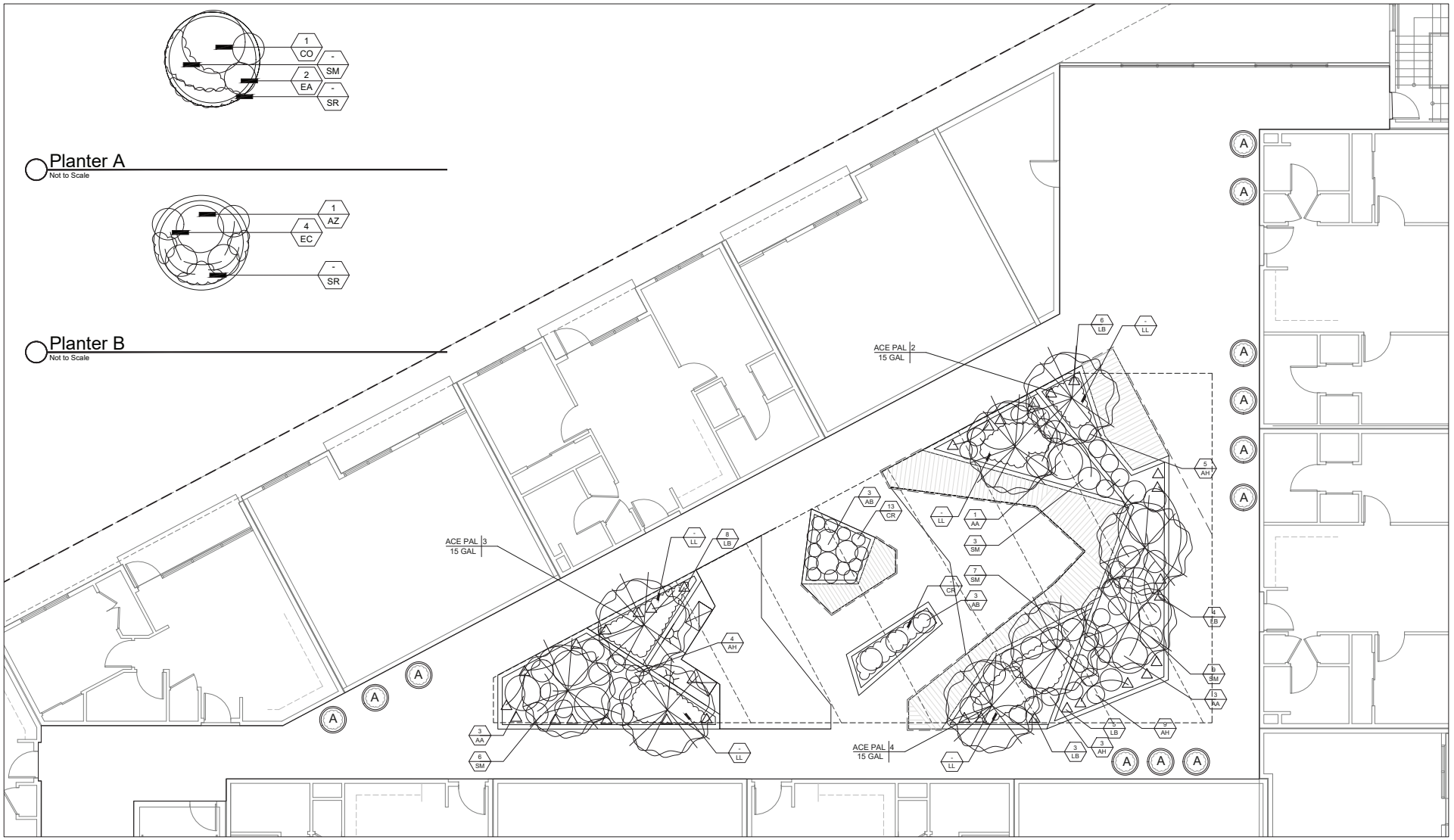
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LANDSCAPE IMAGERY AND COLOR AND FINISH SCHEDULE

L-1.4


THE ALAMEDA
QUE CAN 7
36" BOX
QUE CAN 6
36" BOX
LYO FLO 6
36" BOX
6
PF
LL
411
JP
18
CT
CE
NC
13
CT
34
JP
9
TJ
3
TJ
4
PF
LL
21
FG
10
CA
LL
EV
EV
SD
SD
SD



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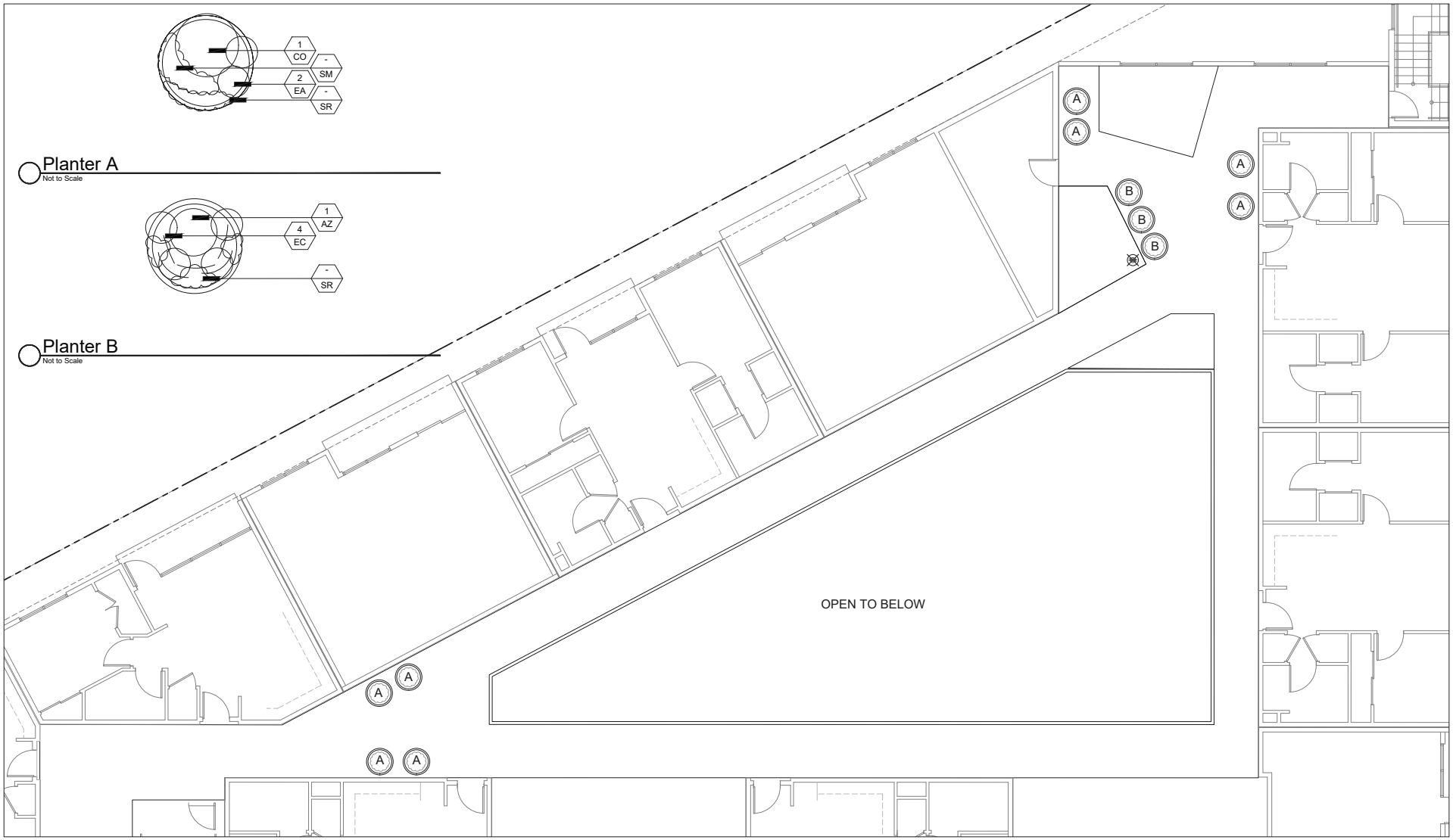
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North

Scale: 1" = 5'
0 2.5 5 10

SECOND FLOOR PODIUM
PLANTING PLAN

L-2.1



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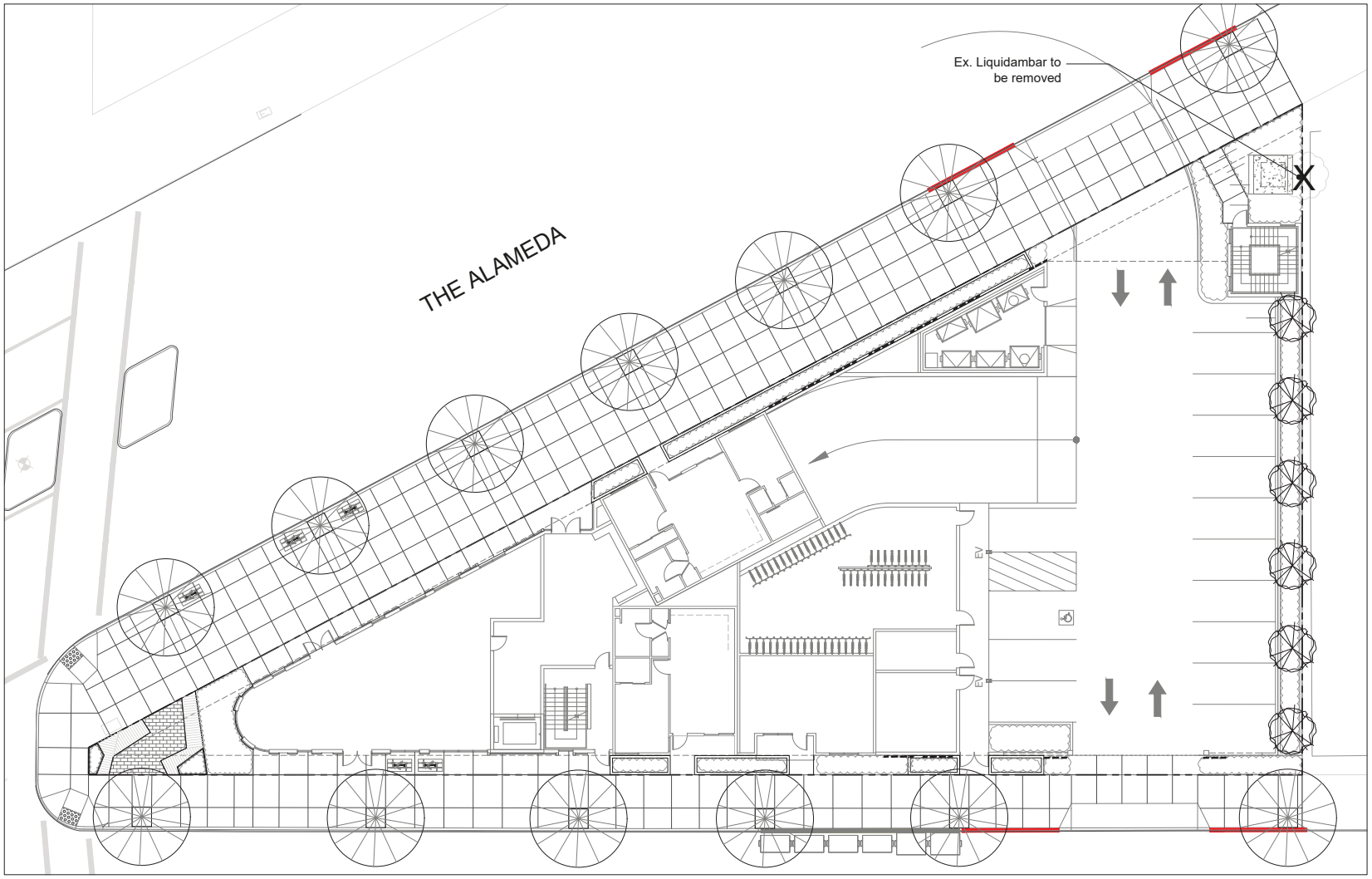
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North

Scale: 1" = 5'
0 2.5 5 10

FOURTH FLOOR ROOF
PLANTING PLAN

L-2.2



TREE DISPOSITION LEGEND

#00 Existing Tree to Remain

X #00 Existing Tree to be Removed

Tree Disposition and Replacement Summary:

1	Number of Trees On Site
1	Number of Trees to be Removed On Site
0	Number of Tree to Remain On Site

26	Number of New Trees Proposed See Landscape Plan for Type, Size, and Location

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North

Scale: 1" = 10'
0 5 10 20

TREE DISPOSITION PLAN

L-3.0

PLANT PALETTE

TREES	* 24" box standard unless notes otherwise.				
KEY	SIZE	BOTANICAL NAME	COMMON NAME	NOTES	WUCOLS
ACE PAL	15 Gal	Acer palmatum	Japanese Maple		M
LYO FLO	36" Box	Lyonothamnus floribundus ssp. asplenifolius	Catalina Ironwood		L
QUE CAN	36" Box	Quercus canbyi	Sierra Oak		L
SHRUBS AND GRASSES					
KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
AZ	5 gal	Aeonium arboreum	Black Rose Aeonium	18" o.c.	L
AH	5 gal	Anigzanthos hybrid 'Harmony'	Yellow Kangaroo Paw	30" o.c.	L
CR	5 gal	Carex testacea	New Zealand Hair Sedge	18" o.c.	L
FG	1 gal	Festuca glauca 'Elijah Blue'	Blue Fescue	12" o.c.	L
CO	5 gal	Crassula ovata	Jade Plant	60" o.c.	L
LL	5 gal	Lomandra longifolia 'Breeze'	Dwarf Mat Rush	36" o.c.	L
NC	5 gal	Nephrolepis cordifolia	Southern Sword Fern	30" o.c.	L
PF	5 gal	Phormium 'Firebird'	New Zealand Flax	36" o.c.	L
GROUNDCOVER					
KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
LB	5 gal	Lotus berthelotii	Parrot's Beak	30" o.c.	L
VINES					
KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
TJ	15 gal	Trachelospermum jasminoides	Star Jasmine	24" o.c.	L
SUCCULENTS					
KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
AA	5 gal	Agave attenuata	Fox Tail Agave	60" o.c.	L
AB	5 gal	Agave 'Blue Flame'	Blue Flame agave	30" o.c.	L
EA	5 gal	Echeveria agavoides 'Lipstick'	Lipstick Echiveria	12" o.c.	L
EC	1 gal	Echeveria crenulata	Echeveria	12" o.c.	L
SM	1 gal	Senecio mandraliscae	Blue Chalk Sticks	30" o.c.	L
SR	1 gal	Senecio rowleyanus	String of Pearls	12" o.c.	L
BIOTREATMENT PLANTS					
KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	WUCOLS
CA	5 gal	Callistemon v. 'Little John'	Dwarf Bottlebrush	36" o.c.	L
CE	5 gal	Chondropetalum elephantinum	Large Cape Rush	60" o.c.	L
CT	5 gal	Chondropetalum tectorum	Cape Rush	48" o.c.	L
FG	1 gal	Festuca glauca 'Elijah Blue'	Blue Fescue	12" o.c.	L
JP	5 gal	Juncus patens 'Elk Blue'	California Gray Rush	18" o.c.	L

LANDSCAPE AND IRRIGATION DESIGN NOTES

1. All planting is to be irrigated with an automatic underground irrigation system. The new landscape area is less than 1000 s.f., so will be irrigated off the domestic supply, with appropriate sub-metering, backflow devices, flow sensors, and master valves in accordance with City landscape water use requirements.
2. All planting areas shall be irrigated with subsurface drip irrigation systems, or with bubblers, to provide high efficiency water application for the project. “Smart” weather sensing irrigation controllers shall be used to provide the maximum efficiency for the irrigation system.
3. All planted areas shall have a 3” layer of recycled wood mulch applied to reduce water use and create a neat weed free environment.
4. All street trees shall be irrigated from the on-site irrigation system.
5. The existing Pistache street tree shall be preserved and protected during construction.

PLANTING NOTES

1. All work shall be performed by persons familiar with planting work and under supervisions of a qualified planting foreman.
2. Plant material locations shown are diagrammatic and may be subject to change in the field by the Landscape Architect before the maintenance period begins.
3. All trees are to be staked as shown in the staking diagrams.
4. All tree stakes shall be cut 6" above tree ties after stakes have been installed to the depth indicated in the staking diagrams. Single stake all conifers per tree staking diagram.
5. Plant locations are to be adjusted in the field as necessary to screen utilities but not to block windows nor impede access. The Landscape Architect reserves the right to make minor adjustments in tree locations after planting at no cost to the Owner. All planting located adjacent to signs shall be field adjusted so as not to interfere with visibility of the signs.
6. The Landscape Architect reserves the right to make substitutions, additions, and deletions in the planting scheme as felt necessary while work is in progress. Such changes are to be accompanied by equitable adjustments in the contract price if/when necessary and subject to the Owner's approval.
7. The contractor is to secure all vines to walls and columns with approved fasteners, allowing for two (2) years growth. Submit sample of fastener to Landscape Architect for review prior to ordering.
8. All planting areas, except lawns and storm water treatment zones (as defined by the civil engineer), shall be top-dressed with a 3" layer of recycled wood mulch, "Colored Wood Chip" by Vision Recycling (510.429.1300; www.visionrecycling.com) or approved equal. Planter pots shall be top-dressed with "Colored Lumber Fines" mulch by Vision Recycling. Mulch shall be Brown in color. Submit sample to Landscape Architect for review prior to ordering. Hold all mulch six (6) inches from all plants where mulch is applied over the rootball.
9. All street trees to be installed in accordance with the standards and specifications of the City of Santa Clara. Contractor to contact the city arborist to confirm plant type, plant size (at installation), installation detailing and locations prior to proceeding with installation of street trees. Contractor is to obtain street tree planting permit from the city, if a permit is required, prior to installation of street trees. Contractor is to consult with the Landscape Architect during this process.
10. Plants shall be installed to anticipate settlement. See Tree and Shrub Planting Details.
11. All trees noted with 'deep root' and those planted within 5'-0" of concrete paving, curbs, and walls shall have deep root barriers installed per manufacturer's specifications. See specifications and details for materials, depth of material, and location of installation.
12. The Landscape Contractor shall arrange with a nursery to secure plant material noted on the drawings and have those plants available for review by the Owner and Landscape Architect within thirty (30) days of award of contract. The Contractor shall purchase the material and have it segregated and grown for the job upon approval of the plant material. The deposit necessary for such contract growing is to be born by the Contractor.
13. The project has been designed to make efficient use of water through the use of drought tolerant plant materials. Deep rooting shall be encouraged by deep watering plant material as a part of normal landscape maintenance. The irrigation for all planting shall be limited to the amount required to maintain adequate plant health and growth. Water usage should be decreased as plants mature and become established. The irrigation controllers shall be adjusted as necessary to reflect changes in weather and plant requirements.
14. The Landscape Contractor shall verify the location of underground utilities and bring any conflicts with plant material locations to the attention of the Landscape Architect for a decision before proceeding with the work. Any utilities shown on the Landscape drawings are for reference and coordination purposes only. See Civil Drawings.
15. The design intent of the planting plan is to establish an immediate and attractive mature landscape appearance. Future plant growth will necessitate trimming, shaping and, in some cases, removal of trees and shrubs as an on-going maintenance procedure.
16. Install all plants per plan locations and per patterns shown on the plans. Install all shrubs to ensure that anticipated, maintained plant size is at least 2'-0" from the face of building(s) unless shown otherwise on the plans. Refer to Plant Spacing Diagram for plant masses indicated in a diagrammatic manner on the plans. Refer to Plant Spacing Diagram for spacing of formal hedge rows.
17. Contractor to provide one (1) Reference Planting Area for review by Landscape Architect prior to installation of the project planting. The Reference Planting Area shall consist of a representative portion of the site of not less than 900 (nine hundred) square feet. Contractor to set out plants, in containers, in the locations and patterns shown on the plans, for field review by the Landscape Architect. The Reference Planting Area will be used as a guide for the remaining plant installation.
18. The Maintenance Period(s) shall be for 60 (sixty) days. Portions of the installed landscape of a project may be placed on a maintenance period prior to the completion of the project at the Owner's request and with the Owner's concurrence.
19. Contractor to verify drainage of all tree planting pits. See Planting Specifications. Install drainage well per specifications and Tree Planting Detail(s) if the tree planting pit does not drain at a rate to meet the specifications.
20. Contractor shall remove all plant and bar code labels from all installed plants and landscape materials prior to arranging a site visit by the Landscape Architect.
21. VersiCell drainage board or approved equal is to be installed in all on-structure planters and all pre-cast planters/pots as shown in the drawings. Material available through: TourneSol SiteWorks, Union City, CA 800.542.2282. Allow at least 4 weeks lead time for ordering product. All VersiCell board shall be completed covered with filter fabric as shown in the drawings and per manufacturer's specifications.
22. All tree rootballs shall be irrigated by water jet during the sixty (60) day maintenance period established by specifications. This irrigation shall occur each time normal irrigation is scheduled.
23. The Landscape Contractor shall, as a part of this bid, provide for a planting allowance for the amount of $5,000.000 (Five Thousand Dollars) to be used for supplying and installing additional plant material as directed by the Landscape Architect and approved by the Owner in writing. The unused portion of the alllowance shall be returned to the Owner at the beginning of the maintenance period.

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PLANT PALETTE AND NOTES

L-4.0

23-767 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT

Action on Resolutions Approving an Installment Sale Financing and Authorizing the Execution, Delivery and Sale of Wastewater Revenue Certificates of Participation and related Agreements in a Principal Amount not to Exceed $38 million to Finance and Refinance Capital Costs of the San José-Santa Clara Regional Wastewater Facility; and Approval of the Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara ("City") is a co-owner of the San José-Santa Clara Regional Wastewater Facility ("RWF"), which is undergoing a major capital improvement program of nearly $1 billion over the next 10 years. Under the Sewage Plant Agreement dated March 30, 1959, as amended, the City is obligated to contribute its share of the capital costs of improvements to the RWF. The City's planning forecasts assumed that a portion of these contributions, currently projected to total $98 million in Fiscal Years 2023/24 through 2027/28, would be financed through the sale of sewer system obligations, repaid over time from the net revenues of the sewer system (the "Net Revenues"), to spread the cost between current and future sewer ratepayers.

In 2020, the City and the City of Santa Clara Public Facilities Financing Corporation (the "Corporation") entered into an Installment Sale Agreement (the "2020 Installment Sale Agreement") for the purpose of providing financing for the City's share of certain capital costs of improvements to the RWF (the "2020 Project"). The Corporation assigned its interests in the 2020 Installment Sale Agreement to JPMorgan Chase Bank, N.A., who provided the funding for the 2020 Project. The 2020 Installment Sale Agreement was structured as a draw-down financing facility in a maximum principal amount of $50 million, of which the City has drawn down $20 million.

The enclosed Resolutions authorize documents and actions related to the execution and delivery of Certificates of Participation to refinance the 2020 Installment Sale Agreement and raise funds for additional RWF capital costs, in a total amount not to exceed $38 million.

DISCUSSION

Staff developed a financing plan with the assistance of the City's financing team, KNN Public Finance (municipal advisor) and Jones Hall (bond and discloser counsel).

Reflecting the common practice in California, the current financing will be structured as an installment sale agreement (the "Installment Sale Agreement") between the City and the Corporation, which will assign its rights to payments thereunder to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Trustee will execute and deliver Certificates of Participation (the

"Certificates"), evidencing direct, undivided fractional interests in the installment payments made by the City to the Corporation. The Certificates will be sold to an investment bank, as underwriter, for subsequent sale to investors.

In 2016, the City and the Corporation entered into an Installment Sale Agreement (the "Trimble Road Installment Sale Agreement") for the purpose of providing financing for the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines. The Corporation assigned its interests in the Trimble Road Installment Sale Agreement to JPMorgan Chase Bank, N.A., who provided the funding for the project. There is currently outstanding $6.5 million under the Trimble Road Installment Sale Agreement and debt service payments are due each February 1 and August 1 with a final maturity date of February 1, 2031. The City's payments under the Installment Sale Agreement will be on a parity with payments under the Trimble Road Installment Sale Agreement.

The Trimble Road Installment Sale Agreement rate covenant requires the City to set Sewer rates at a level that are expected to generate Net Revenues (gross revenues minus operating and maintenance expenses) at a minimum of 110% of annual debt service. This rate covenant gives comfort to investors that revenue will be adequate to pay both operations and debt service expenses. The 110% covenant of the Trimble Road Installment Sale Agreement was proposed by JPMorgan Chase Bank, but is lower than the standard for the public bond market. Raising the covenant to the more common 125% level should result in a more favorable reception by investors and potentially lower borrowing costs. Given the City's limited future borrowing plans for the Sewer system, the higher rate covenant is not expected to impact future Sewer rates. In addition, the current five-year Sewer forecast indicates that revenue coverage will average over 5-times estimated debt service over the forecast period.

Presented for your review and adoption are resolutions of the City and of the Corporation (the "Authorizing Resolutions") authorizing and approving the following documents and actions relating to the proposed wastewater financing:

Authorizing Resolutions. There are two Authorizing Resolutions, one for the City Council and one for the City Council acting as the board of directors of the Corporation. The Authorizing Resolutions approve the financing and refinancing plan, authorize execution and delivery of the Certificates, and approve the other documents described below. The Authorizing Resolutions also authorize City staff to execute those documents, provided the final terms of the Certificates do not exceed a maximum principal amount of $38 million; and a maximum true interest cost of 5.50%. These amounts are conservatively set to provide the City with the flexibility to adjust the structuring of the Certificates as needed in the days leading up to the sale.

Installment Sale Agreement. Under the Installment Sale Agreement, the Corporation provides financing for the RWF costs through the sale of the RWF projects being financed and refinanced to the City in exchange for semiannual installment payments to be made by the City to the Corporation. These installment payments will be made from and secured by a pledge of the Net Revenues of the City's wastewater enterprise. Under the Installment Sale Agreement, the City will pledge to set rates, fees, and charges for the services and facilities furnished by the wastewater system during each fiscal year that are sufficient to yield Net Revenues at least equal to 125% of the aggregate amount of debt service due and payable on the Certificates, the Trimble Road Installment Sale Agreement, and any future debt issued on a parity with the Certificates. In addition, as a condition to incurring additional parity debt, Net Revenues in the prior fiscal year or latest 12-month period must equal at

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least 125% of projected maximum annual debt service on the Certificates and the Trimble Road Installment Sale Agreement. The Installment Sale Agreement contains covenants and provisions designed to mirror similar provisions in the Trimble Road Installment Sale Agreement, since the Certificates will be payable on a parity basis with that agreement.

Trust Agreement. The Trust Agreement establishes the relationship between the City, the Corporation and the Trustee, which will serve as trustee on behalf of the owners of the Certificates. This agreement sets forth key terms and conditions of the Certificates, including the allocation of the financing proceeds, prepayment provisions, covenants, the role of the Trustee, and the form of the Certificates. Under the Trust Agreement, the Corporation assigns and transfers to the Trustee its rights to receive installment payments from the City. The Trustee will use those installment payments to make interest and principal payments to the owners of the Certificates.

Preliminary Official Statement. This is the primary disclosure document for the Certificates and provides potential investors with information about the City and the wastewater enterprise, the security and sources of payment for the Certificates, financial and operational information regarding the wastewater enterprise, and outlines key risk factors for potential investors to consider.

Continuing Disclosure Certificate. This is attached as an appendix to the Preliminary Official Statement and sets out the City's obligation to provide ongoing reporting to the owners of the Certificates and the larger municipal securities marketplace regarding the status of the Certificates and the City's wastewater enterprise and finances.

Official Notice of Sale. This document will be distributed to potential underwriting banks in a competitive sale process by which underwriting banks will provide bids to purchase the Certificates at the lowest interest cost to the City.

Purchase Contract. This agreement will be used if market conditions at the time the Certificates are sold are such that a competitive sale is determined by the City and the City's municipal advisor to be inadvisable and that a negotiated sale to an underwriter would produce a more favorable financing. If this occurs, the City will solicit proposals from investment banks to underwrite the bonds on a negotiated based, and the purchase contract will set forth the terms and conditions under which the underwriter will purchase the Certificates on the closing date for subsequent sale to investors.

All of these documents have been presented for approval as to form and will contain certain blanks related to the terms that will be completed when the Certificates are priced (such as principal amount, interest rates, amortization, and redemption terms) because those amounts will be a function of market conditions on the day the Certificates are priced.

Securities Laws. The attached Preliminary Official Statement has been reviewed and approved for transmittal to the City Council by the City's financing team. The distribution of the Preliminary Official Statement by the City is subject to the federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the Certificates. Information is "material information" if there is a substantial likelihood it would have actual significance in the deliberations of a reasonable investor when deciding whether to buy or sell securities. The City's Authorizing Resolution approves the Preliminary Official Statement, and delegates to staff (a) the ability to make additional changes if needed, and (b) to sign a certificate on behalf of the City that deems the

Preliminary Official Statement substantially final for purposes of the federal securities laws.

The Securities and Exchange Commission (SEC), the federal agency with regulatory authority over compliance with the federal securities laws, has indicated that, if a member of a legislative body like the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in securities like the Certificates, whether relating to the City, the wastewater enterprise and its financial status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. The steps that a member of the City Council could take to fulfill this obligation include becoming familiar with the Preliminary Official Statement and questioning staff and other members of the financing team about the disclosure of such facts.

Amendment to Trimble Road Installment Sale Agreement. Also presented for approval is an amendment to the Trimble Road Installment Sale Agreement to modify the rate covenant to require Net Revenues to be at least equal 125% of aggregate debt service. This change is needed in order to make the Trimble Road Installment Sale Agreement consistent with the rate covenant proposed for the Installment Sale Agreement for the Certificates, which is in keeping with current credit standards for publicly offered debt.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations as they are fiscal activities which do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

FISCAL IMPACT

The recommended actions, if taken by the City Council, both in its role as the City’s governing body and as the governing board of the Corporation ensure that a portion of RWF-related CIP costs are, ultimately, financed by the issued debt. Financing these costs is a part of the ongoing strategy of the City to maintain reasonable and equitable sewer rates. Based on a debt issuance with net proceeds of $35 million, the current estimate of 5% as the cost of long-term borrowing, and assuming a 25-year repayment period, annual debt service on this fixed rate issuance is projected to be approximately $2.5 million, an increase of roughly $0.5 million over the estimate factored into the Sewer Utility’s latest 10-year financial forecast.

The requested authorization par value of not-to-exceed $38 million is higher than the expected amount of bonds to accommodate various options regarding the bond structure. It allows the bonds to be sold at a discount, pending interest rate structure based on market condition at the time of issuance, while ensuring the City receives net proceeds of $35 million. In some markets, underwriters will ask to buy bonds at a discount in exchange for lower nominal interest rates. Discount bonds require a larger par amount to generate the same proceeds as bonds sold at par (100%). While a discount requires a larger par amount to generate the same proceeds, to the extent the lower nominal rate results in a lower all-in rate (cost) for the bonds, it would be in the City’s best interest to accommodate a discount. In addition, the higher authorization amount also takes into consideration all external costs of issuing the bonds.

The FY 2023/24 and FY 2024/25 Biennial Operating Budget, adopted by the City Council on June 27, 2023, assumed net proceeds of $30 million to refinance $20 million principal outstanding of 2020 Installment Sale Agreement and borrow an additional $10 million to support the RWF. The net bond proceeds amount is recommended to be revised to $35 million and would provide additional RWF project funding. The debt repayment calculations in the Adopted Budget were based on the lower debt issuance amount and also reflected an annualized debt service amount. However, due to the timing of debt issuance, only a partial payment will be due in FY 2023/24, resulting in a lower debt repayment amount in the current fiscal year. On an ongoing basis, the debt service payment is projected to total approximately $2.5 million, which is approximately $0.5 million above the $2 million assumed in the budget. This higher amount will be factored into future budgets.

A budget amendment is recommended to reflect the $5 million increase in the net bond proceeds (from $30 million to $35 million) and to reduce the debt repayment amount due to the partial year payment in FY 2023/24. The additional debt proceeds are recommended to remain in the Sewer Utility Debt Service Fund. As RWF project funding is needed, the Department may appropriate this funding through future City Council action.

Budget Amendment
FY 2023/24

	Current	**Increase/ (Decrease)**	**Revised**
Sewer Utility Debt Service Fund			
Revenue			
Bond Proceeds	$30,000,000	$5,000,000	$35,000,000
Expenditure			
Debt Repayment	$24,041,553	($1,506,135)	$22,535,418
Fund Balance			
Unrestricted Ending Fund Balance	$1,963,704	$6,506,135	$8,469,839

Debt service payments would be made from Net Revenues, with the original repayments amounts included in the Sewer Utility's 10-year financial forecast. The debt repayments will be updated in the subsequent fiscal years' budget during the next budget cycle.

COORDINATION

This report was coordinated with the Department of Finance and the City Attorney's Office

PUBLIC CONTACT

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

Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. That the City Council by Resolution and Motion Takes the Actions set forth in Items 1-3 in the Below List for City Council Action **(five affirmative Council votes required as action involves the appropriation of additional revenue**) and that the City Council, Acting as Board of Directors of the Corporation, by Resolution and Motion Takes the Actions set forth in Items 1-3 in the Below List for Corporation Action

2. Do Not Adopt City or Public Facilities Financing Corporation Resolutions and Direct Staff to Return with Alternate Financing Strategies and Necessary Budget Amendments

RECOMMENDATION

Alternative 1

City Council Actions

1. That the City Council by Resolution:

a) Authorize the financing and refinancing plan for capital costs of the San José-Santa Clara Regional Wastewater Facility set forth in the Resolution;
b) Authorize and approve (i) the Installment Sale Agreement between the City and the Corporation; (ii) the Trust Agreement among the City, Corporation, and the Trustee, in substantially the form attached hereto;
c) Approve the execution and delivery of the Certificates, subject to the maximum principal amount, true interest cost and underwriting discount set forth in the Resolution;
d) Approve the sale of the Certificates by competitive sale pursuant to the Official Notice of Sale relating to the Certificates in substantially attached hereto, or, by negotiated sale pursuant to the Purchase Contract in substantially the form attached hereto;
e) Approve the Preliminary Official Statement, in substantially the form attached hereto, with such changes as may be approved by an authorized officer, and approve the execution and delivery of the Continuing Disclosure Certificate in the form attached as an appendix to the Preliminary Official Statement;
f) Authorize the designated authorized officers to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and to make any minor non-substantive or routine changes to complete the financing transaction; and
g) Authorize certain other related actions in support of or related to the financing set forth in the Resolution;

2. That the City Council by Separate Resolution: Authorize and approve the Amendment to the Trimble Road Installment Sale Agreement between the City and the Corporation in substantially the form attached hereto with such changes as may be approved by an authorized officer; and

3. That the City Council by Motion: (a) Approve the FY 2023/24 budget amendment in the Sewer Utility Debt Service Fund to increase the bond proceeds estimate in the amount of $5,000,000, decrease the debt repayment in the amount of $1,506,135, and increase the unrestricted ending fund

balance in the amount of $6,506,135; and (b) Require any and all of the above agreements approved by resolution be subject to the review and approval as to form by the City Attorney.

City of Santa Clara Public Facilities Financing Corporation Actions

1. That the City Council, Acting as Board of Directors of the Corporation, by Resolution:

    a) Authorize the financing and refinancing plan for capital costs of the San José-Santa Clara Regional Wastewater Facility as set forth in the Resolution;
    b) Authorize and approve (i) the Installment Sale Agreement between the City and the Corporation; (ii) the Trust Agreement among the City, Corporation, and the Trustee, in substantially the form attached hereto;
    c) Approve the execution and delivery of the Certificates, subject to the maximum principal amount, true interest cost and underwriting discount set forth in the Resolution;
    d) Authorize the designated authorized officers to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and to make any minor non-substantive or routine changes to complete the financing transaction; and
    e) Authorize certain other related actions consistent with the financing as set forth in the Corporation's Authorizing Resolution;

2. That the City Council, Acting as Board of Directors of the Corporation, by Separate Resolution authorize and approve the Amendment to the Trimble Road Installment Sale Agreement between the City and the Corporation in substantially the form attached hereto with such changes as may be approved by an authorized officer; and

3. That the City Council, Acting as Board of Directors of the Corporation, by Motion require any and all of the above agreements approved by resolution be subject to the review and approval as to form by the City Attorney.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities
Reviewed by: Kenn Lee, Finance Director
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS
1. City Resolution Approving Financing
2. Public Facilities Financing Corporation Resolution Approving Financing
3. Installment Sale Agreement
4. Trust Agreement
5. Preliminary Official Statement
6. Official Notice of Sale
7. Purchase Contract
8. City Resolution approving Amendment to Trimble Road Installment Sale Agreement
9. Public Facilities Financing Corporation Resolution Approving Amendment to Trimble Road Installment Sale Agreement
10. Amendment to Trimble Road Installment Sale Agreement

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA APPROVING INSTALLMENT SALE FINANCING AND AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION IN A PRINCIPAL AMOUNT NOT TO EXCEED $38,000,000 TO FINANCE AND REFINANCE CAPITAL COSTS OF THE SAN JOSÉ-SANTA CLARA REGIONAL WASTEWATER FACILITY, AND APPROVING RELATED DOCUMENTS AND ACTIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, the City of Santa Clara (the "City") owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"), and wastewater which is collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the "Wastewater Treatment Facility") which is co-owned by the City and the city of San José pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended (the "Wastewater Treatment Agreement"); and

WHEREAS, under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute funds towards the cost of constructing certain improvements to the Wastewater Treatment Facility (the "2023 Project"); and

WHEREAS, the City and the City of Santa Clara Public Facilities Financing Corporation (the "Corporation") have previously entered into an installment sale agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), for the purpose of providing financing for the City's share of certain capital costs of improvements to the Wastewater Treatment Facility then owed by the City (the "2020 Project"); and

WHEREAS, the City has determined that it is in its best interests to provide funds to finance the 2023 Project, and to refinance the 2020 Project through the prepayment in full of the City's obligations under the 2020 Installment Sale Agreement, and in order to implement such financing and refinancing the City has proposed to enter into an installment sale agreement (the "Installment Sale Agreement) with the Corporation pursuant to which the Corporation agrees to provide financing for the 2023 Project and refinancing of the 2020 Project, and to sell the completed 2023 Project and 2020 Project to the City in consideration of the agreement by the City to pay the purchase price thereof in semiannual installments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

WHEREAS, for the purpose of obtaining the moneys required for the foregoing purposes, the Corporation has agreed to assign and transfer certain of its rights under the Installment Sale Agreement to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under a Trust Agreement (the "Trust Agreement") by and among the City, the Corporation and the Trustee, under which the Trustee will at the written direction of the Corporation execute and deliver Wastewater Revenue Certificates of Participation, Series 2023 (the "Certificates"), in an original principal amount not to exceed $38,000,000, evidencing direct, undivided fractional interests in the Installment Payments; and

WHEREAS, the City Council wishes at this time to authorize all proceedings relating to the execution, delivery and sale of the Certificates for the purpose of financing the 2023 Project and refinancing the 2020 Project; and

WHEREAS, pursuant to Government Code Section 5852.1 which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the proposed financing

is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the City Council has previously approved a Debt Management Policy which complies with Government Code Section 8855, and the proposed financing will be in compliance with said policy; and

WHEREAS, the City Council approves all of said transactions in furtherance of the public purposes of the City, and the City Council wishes at this time to authorize all proceedings and documents relating to the financing and refinancing as described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Approval of Financing and Refinancing Plans. The City Council hereby approves the financing and refinancing plans described above.

2. Approval of Documents. The City Council hereby authorizes and approves each of the following financing documents, in substantially the respective forms on file with the City Clerk:

(a) the Installment Sale Agreement by and between the Corporation as seller and the City, as purchaser; and

(b) the Trust Agreement by and among the Corporation, the City and the Trustee, providing the terms and conditions for the execution and delivery of the Certificates.

Each of the Mayor, the City Manager, any Assistant City Manager, the Director of Finance, the Assistant Director of Finance, and any such other officer of the City as any such officer may designate (each an "Authorized Officer"), is hereby authorized and directed, for and in the name of the City, to execute and deliver the Installment Sale Agreement and Trust Agreement in the forms on file with the City Clerk and submitted to this meeting, with such changes, insertions and

omissions as any Authorized Officer may require or approve, such requirement or approval to be conclusively evidenced by the execution thereof by an Authorized Officer. The City Council hereby authorizes the delivery and performance by the City of each of the foregoing documents.

3. Assignment by Corporation. The City Council hereby approves the assignment to the Trustee of certain rights of the Corporation under the Installment Sale Agreement, including the right to receive the Installment Payments, pursuant to the Trust Agreement.

4. Execution and Delivery of Certificates. The City Council hereby approves the execution and delivery of Certificates, payable in the years and in the amounts, and evidencing interest as specified in the Trust Agreement as finally executed; provided, however, that the original principal amount represented by the Certificates shall not exceed $38,000,000; and the true interest cost represented by the Certificates shall not exceed 5.50%.

5. Sale of Certificates.

(a) The Certificates shall be sold by competitive sale, subject to the limitations set forth in Section 4 of this Resolution, pursuant to the Official Notice of Sale relating to the Certificates (the "Official Notice of Sale"), in substantially the form on file with the City Clerk, which is hereby approved.

Jones Hall, A Professional Law Corporation, as bond counsel to the City, is hereby authorized and directed to cause a Notice of Intention to Sell Certificates, in form and substance acceptable to said firm, to be published once in *The Bond Buyer* in accordance with Section 53692 of the Government Code.

(b) Notwithstanding the provisions of paragraph (a), the Certificates may be sold on a negotiated sale basis, upon the determination by the Director of Finance, upon consultation with KNN Public Finance, LLC, the City's municipal advisor (the "Municipal Advisor"), that the

municipal credit markets are not, at the time scheduled for the sale of the Certificates, conducive to a successful competitive sale of the Certificates. In such event, the Certificates may be sold on a negotiated basis, to one or more firms selected by the Director of Finance through a competitive selection process, pursuant to a contract of purchase, between the City and the underwriting firm or firms so selected to purchase the Certificates, in substantially the form on file with the City Clerk (the "Purchase Contract"), and any Authorized Officer is hereby authorized and directed to execute the Purchase Contract on behalf of the City. If the Certificates are sold on a negotiated sale basis, the underwriter's discount shall not exceed 0.5% of the original principal amount represented by the Certificates.

6. Preliminary and Final Official Statements. The form of Preliminary Official Statement, on file with the City Clerk, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify in writing on behalf of the City that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). The preparation and delivery of an Official Statement, and its use by the underwriter of the Certificates in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed,

for and in the name of and on behalf of the City, to execute the final Official Statement and any amendment or supplement thereto.

7. Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, attached as an appendix to the Preliminary Official Statement on file with the City Clerk, with such changes therein as may be approved by an Authorized Officer, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Continuing Disclosure Certificate.

8. Official Actions. Each Authorized Officer and any other officer of the City are each authorized and directed in the name and on behalf of the City to make and execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution and the agreements and documents approved under this Resolution, including without limitation any disclosures to and agreements or engagement letters with one or more rating agencies, bond insurance providers, entities involved in evaluating and qualifying the 2023 Project with regard to "Green Bond" standards, or any other third parties involved in the sale, execution and delivery of the Certificates. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the City in furtherance of this Resolution are hereby ratified and approved.

9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Resolution. The City of Santa Clara, California, hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

10. Effective Date. This Resolution shall become effective immediately upon its adoption.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 29TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

EXHIBIT A

REQUIRED GOOD FAITH ESTIMATES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

The following information consists of estimates that have been provided in good faith by the municipal advisor to the City:

1. True Interest Cost of the financing: approximately 4.06%.

2. Issuance costs and other finance charges payable to third parties: $501,875.

3. Amount of proceeds of the financing expected to be received by the City, net of proceeds for issuance costs in (2) above and net of capitalized interest (if any) and reserves (if any) paid or funded with the proceeds of the financing: $35,400,000.

4. Total payment amount for the financing, being the sum of (a) debt service to be paid on the financing to final maturity, plus (b) any financing costs not paid from proceeds: $57,925,365.

RESOLUTION NO. _____(PFCC)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION APPROVING INSTALLMENT SALE FINANCING AND AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION IN A PRINCIPAL AMOUNT NOT TO EXCEED $38,000,000 TO FINANCE AND REFINANCE CAPITAL COSTS OF THE SAN JOSÉ-SANTA CLARA REGIONAL WASTEWATER FACILITY, AND APPROVING RELATED DOCUMENTS AND ACTIONS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, AS FOLLOWS:

WHEREAS, the City of Santa Clara (the "City") owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"), and wastewater which is collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the "Wastewater Treatment Facility") which is co-owned by the City and the city of San José pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended (the "Wastewater Treatment Agreement"); and

WHEREAS, under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute funds towards the cost of constructing certain improvements to the Wastewater Treatment Facility (the "2023 Project"); and

WHEREAS, the City and the City of Santa Clara Public Facilities Financing Corporation (the "Corporation") have previously entered into an installment sale agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), for the purpose of providing financing for the City's

share of certain capital costs of improvements to the Wastewater Treatment Facility then owed by the City (the "2020 Project"); and

WHEREAS, the City has determined that it is in its best interests to provide funds to finance the 2023 Project, and to refinance the 2020 Project through the prepayment in full of the City's obligations under the 2020 Installment Sale Agreement, and in order to implement such financing and refinancing the City has proposed to enter into an installment sale agreement (the "Installment Sale Agreement) with the Corporation pursuant to which the Corporation agrees to provide financing for the 2023 Project and refinancing for the 2020 Project, and to sell the completed 2023 Project and 2020 Project to the City in consideration of the agreement by the City to pay the purchase price thereof in semiannual installments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

WHEREAS, for the purpose of obtaining the moneys required for the foregoing purposes, the Corporation has agreed to assign and transfer certain of its rights under the Installment Sale Agreement to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under a Trust Agreement (the "Trust Agreement") by and among the City, the Corporation and the Trustee, under which the Trustee will at the written direction of the Corporation execute and deliver Wastewater Revenue Certificates of Participation, Series 2023 (the "Certificates"), in an original principal amount not to exceed $38,000,000, evidencing direct, undivided fractional interests in the Installment Payments; and

WHEREAS, the Board of Directors of the City of Santa Clara Public Facilities Financing Corporation (the "Board") wishes at this time to authorize all proceedings relating to the execution, delivery and sale of the Certificates for the purpose of financing the 2023 Project and refinancing the 2020 Project; and

WHEREAS, the Board approves all of said transactions in furtherance of the public purposes of the Corporation, and the Board wishes at this time to authorize all proceedings and documents relating to the financing and refinancing as described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION AS FOLLOWS:

1. Approval of Financing and Refinancing Plans. The Board hereby approves the financing and refinancing plans described above.

2. Approval of Documents. The Board hereby authorizes and approves each of the following financing documents, in substantially the respective forms on file with the Corporation's Secretary (the "Secretary"):

(a) the Installment Sale Agreement by and between the Corporation as seller and the City, as purchaser; and

(b) the Trust Agreement by and among the Corporation, the City and the Trustee, providing the terms and conditions for the execution and delivery of the Certificates, and providing for the assignment of the Corporation's rights under the Installment Sale Agreement to the Trustee.

Each of the President, the Director of Finance, the Executive Director, and any such other officer of the Corporation as any such officer may designate (each an "Authorized Officer"), is hereby authorized and directed, for and in the name of the Corporation, to execute and deliver the Installment Sale Agreement and the Trust Agreement in the forms on file with the Secretary and submitted to this meeting, with such changes, insertions and omissions as any Authorized Officer may require or approve, such requirement or approval to be conclusively evidenced by the

execution thereof by an Authorized Officer. The Board hereby authorizes the delivery and performance by the Corporation of each of the foregoing documents.

3. Execution and Delivery of Certificates. The Board hereby approves the execution and delivery of Certificates, payable in the years and in the amounts, and evidencing interest as specified in the Trust Agreement as finally executed; provided, however, that the original principal amount represented by the Certificates shall not exceed $38,000,000; and the true interest cost represented by the Certificates shall not exceed 5.50%.

4. Official Actions. Each Authorized Officer and all other officers of the Corporation are each authorized and directed in the name and on behalf of the Corporation to make any and all assignments, certificates, requisitions, agreements, notices, consents and other instruments of conveyance and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution and the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the Corporation is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the Corporation in furtherance of this Resolution are hereby ratified and approved.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each

section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective Date. This Resolution shall become effective immediately upon its adoption.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 29TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAINED: BOARD MEMBERS:

ATTEST:_____

NORA PIMENTEL, MMC
ASSISTANT SECRETARY
CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

INSTALLMENT SALE AGREEMENT

This INSTALLMENT SALE AGREEMENT (this "Agreement"), dated as of October 1, 2023, is between the CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as seller, and the CITY OF SANTA CLARA, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), as purchaser.

B A C K G R O U N D :

1. The City owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"). Wastewater collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the "Wastewater Treatment Facility") which is co-owned by the City and the City of San José, pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended, between the City and the City of San José (the "Wastewater Treatment Agreement").

2. Under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute the amount of $_____ to the capital costs of improving the Wastewater Treatment Facility (as more fully described in Appendix B, the "2023 Project").

3. The City and the Corporation have previously entered into an Installment Sale Agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), for the purpose of providing financing for the City's share of certain capital costs of improvements to the Wastewater Treatment Facility (the "2020 Project").

4. The Corporation has been formed for the purpose of assisting the City in the financing of public capital improvements.

5. In order to provide funds to finance the 2023 Project, and to refinance the 2020 Project through the prepayment in full of the City's obligations under the 2020 Installment Sale Agreement, the Corporation has proposed to enter into this Agreement with the City, under which the Corporation agrees to provide financing for the 2023 Project and refinancing of the 2020 Project, and to sell the completed 2023 Project and 2020 Project to the City in consideration of the agreement by the City to pay the purchase price thereof in semiannual installments (the "Installment Payments").

6. For the purpose of obtaining the moneys required for the foregoing purposes in accordance with the terms hereof, the Corporation has agreed to assign and transfer certain of its rights under this Agreement to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), under a Trust Agreement dated as of October 1, 2023, among the City, the Corporation and the Trustee, under which the Trustee will execute and deliver Wastewater Revenue Certificates of Participation, Series 2023, in the

aggregate principal amount of $_____, evidencing direct, undivided fractional interests in the Installment Payments.

7. The City and the Corporation have previously entered into an Installment Sale Agreement dated November 8, 2016 (the "2016 Trimble Road Installment Sale Agreement"), for the purpose of providing financing for the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines, under which the City is obligated to pay semiannual installment payments in the aggregate principal amount of $12,000,000 (the "Prior Installment Payments").

8. The 2016 Trimble Road Installment Sale Agreement provides that the City may incur additional indebtedness to finance improvements to the Wastewater System upon satisfaction of the conditions set forth in Section 5.8 thereof, and the City has determined that such conditions have been met and that the Installment Payments may be payable from and secured by a pledge of and lien on the Net Revenues of the Wastewater System on a parity with the Prior Installment Payments.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions*. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement have the respective meanings given them in Appendix A to the Trust Agreement.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. *Representations, Covenants and Warranties of the City*. The City represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The City is a charter city and municipal corporation duly organized and validly existing under the Constitution and laws of the State of California, has full legal right, power and authority under said laws to enter into this Agreement and the Trust Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the City Council of the City has duly authorized the execution and delivery of this Agreement and the Trust Agreement.

(b) Due Execution. The representatives of the City executing this Agreement and the Trust Agreement are fully authorized to execute the same.

(c) Valid, Binding and Enforceable Obligations. This Agreement and the Trust Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.

(d) No Conflicts. The execution and delivery of this Agreement and the Trust Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement and the Trust Agreement or the financial condition, assets, properties or operations of the City, including but not limited to the performance of the City's obligations under this Agreement and the Trust Agreement.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the Trust Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or the Trust Agreement, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the Trust Agreement, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under this Agreement and the Trust Agreement.

(g) No Senior Indebtedness. The City has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Gross Revenues or the Net Revenues over the payment of the Prior Installment Payments or the Installment Payments as provided herein.

(h) Compliance with Trimble Road ISA. The City is in full compliance with the terms and provisions of the Trimble Road ISA. No event has occurred which constitutes an event of default under the Trimble Road ISA or which, with the passage of time, if not cured, would constitute an event of default under the Trimble Road ISA.

SECTION 2.2. *Representations, Covenants and Warranties of Corporation*. The Corporation represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, and has power to enter into this Agreement and the Trust Agreement and to perform the duties and obligations imposed on it hereunder and thereunder. The Board of Directors of the Corporation has duly authorized the execution and delivery of this Agreement and the Trust Agreement.

(b) Due Execution. The representatives of the Corporation executing this Agreement and the Trust Agreement are fully authorized to execute the same.

(c) Valid, Binding and Enforceable Obligations. This Agreement and the Trust Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation with the Corporation, enforceable against the Corporation in accordance with their respective terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.

(d) No Conflicts. The execution and delivery hereof and of the Trust Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated hereby and by the Trust Agreement or the financial condition, assets, properties or operations of the Corporation, including but not limited to the performance of the Corporation's obligations under this Agreement and the Trust Agreement.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery hereof or of the Trust Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the

consummation of the transactions contemplated by or the validity of this Agreement or the Trust Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the Trust Agreement or the financial conditions, assets, properties or operations of the Corporation, including but not limited to the performance of the Corporation's obligations hereunder and under the Trust Agreement.

ARTICLE III

EXECUTION AND DELIVERY OF CERTIFICATES; APPLICATION OF PROCEEDS

SECTION 3.1. *The Certificates*. The Corporation will cause the Certificates to be executed and delivered under the Trust Agreement in the aggregate principal amount of $_____. The Corporation agrees that the proceeds of sale of the Certificates will be paid to the Trustee on the Closing Date for deposit under the Trust Agreement. The City hereby approves the Trust Agreement, the assignment thereunder to the Trustee of certain rights of the Corporation, and the execution and delivery of the Certificates.

SECTION 3.2. *Deposit and Application of Funds*. The proceeds received by the Trustee from the sale of the Certificates to the Original Purchaser will be deposited in the respective funds and accounts, and in the respective amounts, as set forth in Section 3.01 of the Trust Agreement.

SECTION 3.3. *Acquisition and Construction of the 2023 Project.* The Corporation hereby agrees to provide funds to finance the acquisition, construction and installation of the 2023 Project in accordance with all applicable requirements of law. The failure to complete the 2023 Project by its estimated completion date does not constitute an Event of Default hereunder or a grounds for termination hereof, nor will any such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder to pay the Installment Payments when due.

SECTION 3.4. *Appointment of City as Agent*. The Corporation hereby appoints the City as its agent to carry out all phases of the acquisition, construction and installation of the 2023 Project under and in accordance with the provisions hereof. The City hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Corporation regarding the acquisition, construction and installation of the 2023 Project. As agent of the Corporation hereunder, the City will administer the acquisition of the 2023 Project and the expenditure of the proceeds of the Certificates for Project Costs in accordance with the Wastewater Treatment Agreement. Payment of Project Costs will be made by the City from amounts held by the Trustee in the Project Fund in accordance with the provisions of this Agreement and the provisions of the Trust Agreement.

SECTION 3.5. *Certificate of Project Completion.* Not later than 30 days following the completion of the 2023 Project, a City Representative will execute and deliver to the Corporation and the Trustee a written certificate stating that the 2023 Project has been substantially completed and that no further amounts are intended to be requisitioned from the Project Fund established under the Trust Agreement, and directing the Trustee regarding the disposition of any remaining amounts in the Project Fund.

ARTICLE IV

SALE OF PROJECT; INSTALLMENT PAYMENTS

SECTION 4.1. *Sale of Project*. The Corporation hereby sells the 2023 Project and the 2020 Project to the City, and the City hereby purchases the 2023 Project and the 2020 Project from the Corporation, upon the terms and conditions set forth in this Agreement.

SECTION 4.2. *Term*. The Term of this Agreement begins on the Closing Date and ends on February 1, 20__, or such later or earlier date on which the Certificates cease to be Outstanding under and within the meaning of the Trust Agreement.

SECTION 4.3. *Transfer of Ownership*. Ownership of the 2023 Project and the 2020 Project, and each component thereof, will be deemed conveyed by the Corporation to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Corporation and the City agree that no further action or documentation is intended to be required to cause the transfer of ownership to the 2023 Project and the 2020 Project; however, if any further actions or documentation is so required, the Corporation and the City will take such actions and execute, deliver and cause to be recorded all such documents.

SECTION 4.4. *Installment Payments.*

(a) Obligation to Pay. The City hereby agrees to pay to the Corporation, as the purchase price of the 2023 Project and the 2020 Project hereunder, the aggregate principal amount of $_____ together with interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semiannual Installment Payments in the respective amounts and on the respective Installment Payment Dates specified in Appendix A. The Installment Payment coming due and payable on any Installment Payment Date will be deposited by the City with the Trustee, as assignee of the Corporation under the Trust Agreement, in an amount which, together with amounts then held by the Trustee in the Installment Payment Fund, is equal to the full amount of such Installment Payment. The Installment Payments will be secured by and payable solely from the sources specified in Section 4.5.

(b) Effect of Prepayment. If the City prepays all remaining Installment Payments in full under Section 7.2, the City's obligations under this Agreement will thereupon cease and terminate, including but not limited to the City's obligation to pay Installment Payments therefor under this Section; *provided, however,* that the City's obligations to compensate and indemnify the Trustee under Sections 7.03 and 10.03 of the Trust Agreement will survive such prepayment. If the City prepays the Installment Payments in part but not in whole under Section 7.2, the principal component of each succeeding Installment

Payment will be reduced as provided in such Sections, and the interest component of each remaining Installment Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby prepaid under the applicable provisions of Section 4.01 of the Trust Agreement.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section or in Section 4.8, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment, at the rate or rates of interest borne by the respective Installment Payments.

(d) Assignment. The City understands and agrees that certain rights of the Corporation, including but not limited to the right of the Corporation to receive payment of the Installment Payments, have been assigned by the Corporation to the Trustee in trust under the Trust Agreement, for the benefit of the Owners of the Certificates, and the City hereby consents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Trustee at its Office, all payments payable by the City under this Section and all amounts payable by the City under Article VII.

SECTION 4.5. *Pledge and Application of Revenues*.

(a) Pledge. All Net Revenues and all moneys on deposit in any of the funds and accounts established and held by the Trustee under the Trust Agreement, other than the Costs of Issuance Fund, the Refunding Fund and the Project Fund, are hereby irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments. Such pledge, charge and assignment constitutes a lien on the Net Revenues and such moneys on deposit in such funds and accounts for the payment of the Installment Payments in accordance with the terms hereof, which lien will be on a parity with the pledge and lien which secures the Prior Installment Payments and any Additional Parity Debt.

(b) Deposit of Gross Revenues Into Wastewater Fund; Transfers to Make Payments. The City has previously established the Wastewater Fund, which the City will continue to hold and maintain for the purposes and uses set forth herein. The City will deposit all Gross Revenues in the Wastewater Fund immediately on receipt. The City will apply amounts in the Wastewater Fund as set forth in this Agreement, the Trimble Road ISA and any Additional Parity Debt Documents. The City will apply amounts on deposit in the Wastewater Fund to pay when due the following amounts in the following order of priority:

(i) all Operation and Maintenance Costs;

(ii) the Installment Payments, the Prior Installment Payments and all payments of principal of and interest on any Additional Parity Debt;

(iii) any deficiency in any reserve fund established for Additional Parity Debt, the notice of which deficiency has been sent to the City in accordance with the related Additional Parity Debt Documents;

(iv) any other payments required to comply with the provisions of this Agreement, the Joint Powers Agreement, the Trimble Road ISA and any Additional Parity Debt Documents; and

(v) any other purposes authorized under subsection (d) of this Section.

(c) No Preference or Priority. Payment of the Installment Payments, the Prior Installment Payments and the principal of and interest on any Additional Parity Debt will be made without preference or priority. If the amount of Net Revenues on deposit in the Wastewater Fund are any time insufficient to enable the City to pay when due the Installment Payments, the Prior Installment Payments and the principal of and interest on any Additional Parity Debt, such payments will be made on a pro rata basis.

(d) Other Uses of Net Revenues Permitted. The City will manage, conserve and apply the Net Revenues on deposit in the Wastewater Fund in such a manner that all deposits required to be made under the preceding subsection (b) will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing, the City may use and apply moneys in the Wastewater Fund for (i) the payment of any subordinate obligations or any unsecured obligations, (ii) the acquisition and construction of improvements to the Wastewater System, (iii) the prepayment of any other obligations of the City relating to the Wastewater System, or (iv) any other lawful purposes of the City.

(e) Budget and Appropriation of Installment Payments. During the Term of this Agreement, the City will adopt all necessary budgets and make all necessary appropriations of the Installment Payments from the Net Revenues. If any Installment Payment requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City contained in this subsection (e) are duties imposed by law and it is the duty of each and every public official of the City to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this subsection (e).

SECTION 4.6. *Establishment of Rate Stabilization Fund*. The City has the right at any time to establish a fund to be held by it and administered in accordance with this Section, for the purpose of stabilizing the rates and charges imposed by the City with respect to the Wastewater System. From time to time the City may deposit amounts in the Rate Stabilization Fund, from any source of legally available funds, including but not limited to Net Revenues which are released from the pledge and lien which secures the Installment Payments, the Prior Installment Payments and any Additional Parity Debt, as the City may determine.

The City may, but is not be required to, withdraw amounts on deposit in the Rate Stabilization Fund and deposit such amounts in the Wastewater Fund in any Fiscal Year for the purpose of paying the Installment Payments, the Prior Installment Payments or the principal of and interest on any Additional Parity Debt coming due and payable in such Fiscal Year. Amounts so transferred from the Rate Stabilization Fund to the Wastewater Fund in any Fiscal Year constitute Gross Revenues for that Fiscal Year (except for purposes of Section 5.7(b) relating to the issuance of Additional Parity Debt), and will be applied for the purposes of the Wastewater Fund. Amounts on deposit in the Rate

Stabilization Fund are not pledged to and do not secure the Installment Payments, the Prior Installment Payments or any Additional Parity Debt.

All interest or other earnings on deposits in the Rate Stabilization Fund will be retained therein or, at the option of the City, be applied for any other lawful purposes. The City has the right at any time to withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any other lawful purposes of the City.

SECTION 4.7. *Special Obligation of the City; Obligations Absolute.* The City's obligation to pay the Installment Payments and any other amounts coming due and payable hereunder will be a special obligation of the City limited solely to the Net Revenues. Under no circumstances is the City required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and such other amounts, and no other funds or property of the City are liable for the payment of the Installment Payments.

The obligation of the City to make the Installment Payments from the Net Revenues and to perform and observe the other agreements contained herein is absolute and unconditional and is not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Corporation or the Trustee of any obligation to the City or otherwise with respect to the Wastewater System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Corporation or the Trustee. Until all of the Installment Payments, Additional Payments and other amounts coming due and payable hereunder have been fully paid or prepaid, the City:

(a) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts,

(b) will perform and observe all other agreements contained in this Agreement, and

(c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Wastewater System, failure to complete the acquisition and construction of the 2023 Project by the estimated completion date thereof, sale of the Wastewater System, the taking by eminent domain of title to or temporary use of any component of the Wastewater System, commercial frustration of purpose, any change in the tax or law other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Corporation or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement.

SECTION 4.8. *Additional Payments*. In addition to the Installment Payments, the City will pay when due the following amounts to the following parties:

(a) to the Corporation, all costs and expenses incurred by the Corporation to comply with the provisions of this Agreement or the Trust Agreement; and

(b) to the Trustee upon request therefor, all of its costs and expenses payable as a result of the performance of and compliance with its duties hereunder or under the Trust Agreement or any related documents;

(c) to the Corporation and the Trustee, all amounts required to indemnify the Corporation and the Trustee under Section 10.03 of the Trust Agreement; and

(d) all costs and expenses of auditors, engineers and accountants and other professional services relating to the Wastewater System; and

(e) all Excess Investment Earnings payable under Section 9.04(e) of the Trust Agreement.

Subject to the provisions of Section 7.03 of the Trust Agreement, the Additional Payments are payable from, but are not secured by a pledge or lien upon, the Net Revenues. The rights of the Trustee and the Corporation under this Section, and the obligations of the City under this Section, shall survive the termination of this Agreement and the resignation or removal of the Trustee.

ARTICLE V

COVENANTS OF THE CITY

SECTION 5.1. *Disclaimer of Warranties*. The Trustee makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the 2023 Project or the 2020 Project or any component thereof, or any other representation or warranty with respect to any of the 2023 Project or the 2020 Project or any component thereof. In no event shall the Corporation or the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Agreement or the Trust Agreement for the existence, furnishing, functioning or use of the 2023 Project or the 2020 Project.

SECTION 5.2. *Sale or Eminent Domain of Wastewater System*. Except as provided herein, the City covenants that the Wastewater System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the City to pay the Installment Payments, the Prior Installment Payments or the principal of or interest on any Additional Parity Debt, or would materially adversely affect its ability to comply with the terms of this Agreement, the Trimble Road ISA or any Additional Parity Debt Documents. The City may not enter into any agreement which impairs the operation of the Wastewater System or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments, the Trimble Road Installment Payments or any Additional Parity Debt, or which otherwise

would impair the rights of the Certificate Owners or the Trustee with respect to the Net Revenues. If any substantial part of the Wastewater System is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied on a pro rata basis to prepay the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

Any amounts received as awards as a result of the taking of all or any part of the Wastewater System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, will either (a) be used for the acquisition or construction of improvements and extension of the Wastewater System, or (b) be applied to prepay on a pro rata basis the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

SECTION 5.3. *Insurance*. The City will at all times maintain with responsible insurers all such insurance on the Wastewater System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Wastewater System. All amounts collected from insurance against accident to or destruction of any portion of the Wastewater System will be used, at the option of the City, either (a) to repair or rebuild such damaged or destroyed portion of the Wastewater System, or (b) to prepay on a pro rata basis the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

The City will also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the City, the Corporation, the Trustee and the Owners of the Certificates.

Any policy of insurance required under this Section may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance.

SECTION 5.4. *Records and Accounts*. The City will keep proper books of record and accounts of the Wastewater System in which complete and correct entries will be made of all transactions relating to the Wastewater System. Said books will, upon prior request, be subject to the reasonable inspection of the Owners of not less than 10% of the Outstanding Certificates, or their representatives authorized in writing, upon not less than five Business Days' prior notice to the City.

The City will cause the books and accounts of the Wastewater System to be audited annually by an Independent Accountant not more than nine months after the close of each Fiscal Year, and will make a copy of such report available for inspection by the Certificate Owners at the office of the City and at the Office of the Trustee. Such report may be part of a combined financial audit or report covering all or part of the City's finances. The Trustee has no duty to review, verify or analyze such reports and shall hold such reports solely as a repository for the benefit of the Certificate Owners. The Trustee will not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner.

SECTION 5.5. *Rates and Charges*.

(a) Gross Revenues Covenant. The City shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year, which are at least sufficient, together with amounts transferred from a Rate Stabilization Fund as provided in Section 4.6, and taking into account allowances for contingencies, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:

(i) All Operation and Maintenance Costs estimated by the City to become due and payable in the Fiscal Year.

(ii) All Installment Payments, Prior Installment Payments and payments of principal of and interest on any Additional Parity Debt as they become due and payable during the Fiscal Year, without preference or priority.

(iii) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

(b) Net Revenues Covenant. In addition, the City shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year which (together with amounts transferred from a Rate Stabilization Fund as provided in Section 4.6, and taking into account allowances for contingencies), are sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Installment Payments, the Prior Installment Payments and all payments of principal of and interest on any Additional Parity Debt coming due and payable during the Fiscal Year.

So long as the City has complied with its obligations as described in the above paragraph at the commencement of the succeeding Fiscal Year or as soon thereafter as is reasonably possible, but no later than June 30 of such applicable succeeding Fiscal Year, the failure of Net Revenues to meet the threshold described in the above paragraph at the end of a Fiscal Year will not constitute a default or an Event of Default.

SECTION 5.6. *Superior and Subordinate Obligations*. The City may not issue or incur any additional bonds or other obligations during the Term of this Agreement having any priority in payment of principal or interest out of the Gross Revenues or the Net Revenues over the Installment Payments. Nothing herein limits or affects the ability of the City to issue or incur (a) Additional Parity Debt under Section 5.7, or (b) obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder.

SECTION 5.7. *Issuance of Additional Parity Debt*. The City may issue or incur any Additional Parity Debt during the Term hereof upon satisfaction of all of the following conditions:

(a) no Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.

(b) the Net Revenues (excluding any amounts derived from a Rate Stabilization Fund), calculated in accordance with generally accepted accounting principles, as shown by the books of the City for the most recent completed Fiscal Year for which audited financial statements of the City are available, or for any more recent consecutive 12-month period selected by the City, in either case verified by an Independent Accountant or a Financial Consultant or shown in the audited financial statements of the City, plus (at the option of the City) any Additional Revenues, are at least equal to 125% of Maximum Annual Debt Service (taking into account the Additional Parity Debt then proposed to be issued).

(c) The City will deliver to the Trustee a written certificate of a City Representative certifying that the conditions precedent to the issuance of such Additional Parity Debt set forth in subsections (a) and (b) of this Section have been satisfied.

SECTION 5.8. *Operation of Wastewater System in Efficient and Economical Manner*. The City will operate the Wastewater System in an efficient and economical manner and to operate, maintain and preserve the Wastewater System in good repair and working order.

SECTION 5.9. *Assignment and Amendment Hereof.* This Agreement may not be assigned by the City in whole or in part. This Agreement may be amended by the City and the Corporation, but only (a) for the purpose of providing for the issuance of any Additional Parity Debt under and in accordance with Section 5.7, or (b) otherwise under the circumstances and to the extent permitted under Sections 8.01 or 8.02 of the Trust Agreement.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.1. *Events of Default Defined*. The following events constitute Events of Default hereunder:

(a) Failure by the City to pay any Installment Payment when due and payable hereunder.

(b) Failure by the City to pay any Additional Payment when due and payable hereunder, and the continuation of such failure for a period of 30 days.

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding clauses (a) or (b), for a period of 30 days

after written notice specifying such failure and requesting that it be remedied has been given to the City by the Trustee or the Corporation; *provided, however*, that if the failure stated in the notice cannot be corrected within such 30-day period, the Corporation shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(d) The filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property.

(e) The occurrence of any event defined to be an event of default under the Trimble Road ISA or any Additional Parity Debt Documents.

SECTION 6.2. *Remedies on Default*. If an Event of Default occurs and is continuing, the Trustee as assignee of the Corporation has the right, at its option and without any further demand or notice, and subject to its rights and protections under the Trust Agreement, to take any one or more of the following actions:

(a) Apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Wastewater System sufficient to meet all requirements of this Agreement.

(b) Take whatever action at law or in equity, including specific enforcement, mandamus, or any equitable remedies available, as may be desirable and permitted by law to collect the Installment Payments then due or thereafter to become due during the Term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

SECTION 6.3. *No Remedy Exclusive*. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article, it is not necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 6.4. *Agreement to Pay Attorneys' Fees and Expenses*. If either party to this Agreement defaults under any of the provisions hereof and the nondefaulting party, the Trustee or the Owner of any Certificates employs attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party, the Trustee or such Owner, as the case may be, the reasonable fees and expenses of such attorneys and such other expenses so incurred. The provisions of this Section will survive the expiration of the Term of this Agreement.

SECTION 6.5. *No Additional Waiver Implied by One Waiver*. If any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, the waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

SECTION 6.6. *Trustee and Certificate Owners to Exercise Rights*. Such rights and remedies as are given to the Corporation under this Article have been assigned by the Corporation to the Trustee under the Trust Agreement, and the City hereby consents to such assignment. Such rights and remedies will be exercised by the Trustee and the Owners of the Certificates as provided in the Trust Agreement.

ARTICLE VII

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 7.1. *Security Deposit*. Notwithstanding any other provision hereof, the City may on any date secure the payment of Installment Payments, in whole or in part, by irrevocably depositing with the Trustee an amount of cash which, together with other available amounts, is either:

(a) sufficient to pay all such Installment Payments, including the principal and interest components thereof, when due under Section 4.4(a), or

(b) invested in whole or in part in non-callable Federal Securities, the payments of principal of and interest on which, together with other available cash, are sufficient to pay the Installment Payments when due under Section 4.4(a) or when due on any optional prepayment date under Section 7.2, as the City instructs at the time of said deposit.

The sufficiency of amounts deposited with the Trustee under the foregoing subsection (b) must be verified by the report of an Independent Accountant which is addressed and delivered to the Trustee.

If the City makes a security deposit under this Section for the payment of all remaining Installment Payments, all obligations of the City hereunder, and the pledge of Net Revenues and all other security provided by this Agreement for said obligations, will cease and terminate, excepting only the obligation of the City to make, or cause to be made, all Installment Payments from such security deposit. Any such security deposit

shall constitute a special fund for the payment of such Installment Payments in accordance with the provisions hereof.

SECTION 7.2. *Optional Prepayment*. The City may exercise its option to prepay the principal components of the Installment Payments in whole or in part on any date on or after February 1, 20__. Such option will be exercised by payment of a prepayment price equal to the sum of (a) the aggregate principal components of the Installment Payments to be prepaid, plus (b) the interest component of the Installment Payment required to be paid on or accrued to such date, plus (c) any premium required to be paid on the corresponding prepayment of the Certificates under Section 4.01(a) of the Trust Agreement. Such prepayment price will be deposited by the Trustee in the Installment Payment Fund to be applied to the prepayment of Certificates under Section 4.01(a) of the Trust Agreement. If the City prepays the Installment Payments in part but not in whole, the principal components will be prepaid among such maturities and in such integral multiples of $5,000 as the City designates in written notice to the Trustee. The City will give the Trustee written notice of its intention to exercise its option not less than 45 days in advance of the date of exercise.

SECTION 7.3. *Credit for Amounts on Deposit*. If the City prepays the Installment Payments in full under this Article, such that the Trust Agreement is discharged by its terms as a result of such prepayment, and if all Additional Payments and other amounts then due and payable hereunder have been paid, then the prepayment price of the Installment Payments shall reflect a credit for any available amounts then on deposit in the funds and accounts established under the Trust Agreement.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. *Further Assurances*. The City agrees that it will execute and deliver any and all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary or requested by the Corporation, the Trustee to carry out the intention or to facilitate the performance of this Agreement, including, without limitation, to perfect and continue the security interests herein intended to be created.

SECTION 8.2. *Notices*. Any notice, request, complaint, demand or other communication under this Agreement will be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by fax or other form of telecommunication, (b) upon actual receipt after deposit in the United States of America mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City, the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Corporation:	City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050 Attention: Director of Finance Fax: (408) 243-8687 Email: finance@santaclaraca.gov
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, California 90071 Attention: Corporate Trust Services

The Corporation, the City and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 8.3. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of California.

SECTION 8.4. *Binding Effect*. This Agreement inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8.5. *Severability of Invalid Provisions*. If any one or more of the provisions contained in this Agreement are for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the City each hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

SECTION 8.6. *Article and Section Headings and References*. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, will be solely for convenience of reference and do not affect the meaning, construction or effect of this Agreement. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender mean and include words of the feminine and neuter genders.

SECTION 8.7. *Payment on Non-Business Days*. Whenever any payment is required to be made hereunder on a day which is not a Business Day, such payment will be made on the immediate preceding Business Day.

SECTION 8.8. *Execution of Counterparts*. This Agreement may be executed in any number of counterparts, each of which for all purposes is deemed to be an original and all of which together constitutes but one and the same instrument.

SECTION 8.9. *Waiver of Personal Liability*. No member of the City Council, member of the Board of Directors of the Corporation, officer, agent or employee of the City has any individual or personal liability for the payment of Installment Payments or Additional Payments or will be subject to any personal liability or accountability by reason of this Agreement; but nothing herein contained shall relieve any such person from the performance of any official duty provided by law or by this Agreement.

SECTION 8.10. *Trustee as Third Party Beneficiary*. The Trustee is hereby made a third party beneficiary hereof and is entitled to the benefits of this Agreement with the same force and effect as if the Trustee was a party hereto.

IN WITNESS WHEREOF, the Corporation and the City have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

By: _____
Executive Director

APPROVED AS TO FORM:

By _____
General Counsel

ATTEST:

By _____
Secretary

CITY OF SANTA CLARA

By: _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
City Clerk

APPENDIX A

SCHEDULE OF INSTALLMENT PAYMENTS

Installment Payment Date[1]	Principal Component	Interest Component	Total Payment

(1) Installment Payment Dates are the 5th Business Day immediately preceding each date shown in the table.

APPENDIX B

DESCRIPTION OF 2023 PROJECT

The 2023 Project consists of the City's allocable share of the following improvements to the San José-Santa Clara Regional Wastewater Facility pursuant to the Wastewater Treatment Agreement:

Based on information provided by San Jose, a five-year capital improvement plan is updated annually for the Treatment Plant (the "Treatment Plant CIP"). The current Treatment Plant CIP totals approximately $475 million for Fiscal Year 2022-23 through Fiscal Year 2026-27. The City's estimated share of the Treatment Plant CIP is approximately $13,815,517, or 15.74%, for 2022-23 and approximately $76.5 million for the five year period from Fiscal Year 2022-23 through Fiscal Year 2026-27.

The 2023 Project consists of the City's share of Treatment Plant CIP project costs incurred in Fiscal Year 2022-23 and anticipated to be incurred in Fiscal Year 2023-24.

City Share of Treatment Plant
Capital Improvement Program

Fiscal Year*	City Share Percentage	City Share Amount	Total Expenditures
2018-19	16.06	$15,665135	$98,896,054
2019-20	15.71	49,832,221	317,200,643
2020-21	15.38	9,952,101	64,708,069
2021-22	15.97	37,645,683	236,319,416
2022-23	15.74	13,815,517	88,170,000
2023-24	15.92	12,426,484	78,046,000
2024-25	15.91	14,297,703	89,851,000
2025-26	16.04	10,016,045	62,444,000
2026-27	16.61	25,771,132	155,173,000
2027-28	16.03	35,502,701	221,486,000
2028-29	16.02	3,286,884	20,514,000
2029-30	15.77	12,688,727	80,454,000
2030-31	15.92	3,634,682	22,838,000
2031-32	16.51	2,550,268	15,444,000
2032-33	15.97	885,273	5,543,000

* Fiscal years 2023-24 through 2032-33 are projected and subject to change.
Source: City of San Jose.

Capital Improvement Plan Projects. The capital improvement projects in the Treatment Plant CIP will repair, replace, and upgrade the facilities and treatment processes at the Treatment Plant. Capital projects generally include replacing and upgrading the Treatment Plant's electrical system, digester rehabilitation, digester gas line replacement, aeration tank and blower improvements, new headworks, filter rehabilitation, yard piping, outfall channel and instrumentation improvements, energy generation improvements, digested sludge dewatering facility, nitrification clarifiers rehabilitation, storm drain system improvements and other plant infrastructure improvements.

TRUST AGREEMENT

Dated as of October 1, 2023

among

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Trustee*

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION,

and the

CITY OF SANTA CLARA

Relating to

$_____
Wastewater Revenue Certificates of Participation, Series 2023

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TRUST AGREEMENT

This TRUST AGREEMENT, made and entered into as of October 1, 2023, is among THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the CITY OF SANTA CLARA, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City").

B A C K G R O U N D :

1. The City owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"). Wastewater collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the "Wastewater Treatment Facility") which is co-owned by the City and the City of San José, pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended, between the City and the City of San José (the "Wastewater Treatment Agreement").

2. Under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute the amount of $_____ to the capital costs of improving the Wastewater Treatment Facility (the "2023 Project").

3. The City and the Corporation have previously entered into an Installment Sale Agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), for the purpose of providing financing for the City's share of certain capital costs of improvements to the Wastewater Treatment Facility (the "2020 Project").

4. The Corporation has been formed for the purpose of assisting the City in the financing of public capital improvements.

5. In order to provide funds to finance the 2023 Project, and to refinance the 2020 Project through the prepayment in full of the City's obligations under the 2020 Installment Sale Agreement, the Corporation and the City have entered into an Installment Sale Agreement dated as of October 1, 2023 (the "Installment Sale Agreement"), under which the Corporation agrees to provide financing for the 2023 Project and refinancing of the 2020 Project, and to sell the completed 2023 Project and 2020 Project to the City in consideration of the agreement by the City to pay the purchase price thereof in semiannual installments (the "Installment Payments").

6. For the purpose of obtaining the moneys required for the foregoing purposes the Corporation has agreed to assign and transfer certain of its rights under the Installment Sale Agreement to the Trustee under this Trust Agreement, under which the Trustee will at the written direction of the Corporation execute and deliver Wastewater Revenue Certificates of Participation, Series 2023, in the aggregate principal amount of $_____, evidencing direct, undivided fractional interests in the Installment Payments.

7. The City and the Corporation have previously entered into an Installment Sale Agreement dated November 8, 2016 (the "2016 Trimble Road Installment Sale Agreement"), for the purpose of providing financing for the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines, under which the City is obligated to pay semiannual installment payments in the aggregate principal amount of $12,000,000 (the "Prior Installment Payments").

8. The 2016 Trimble Road Installment Sale Agreement provides that the City may incur additional indebtedness to finance improvements to the Wastewater System upon satisfaction of the conditions set forth in Section 5.8 thereof, and the City has determined that such conditions have been met and that the Installment Payments may be payable from and secured by a pledge of and lien on the Net Revenues of the Wastewater System on a parity with the Prior Installment Payments.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City, the Corporation and the Trustee formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. *Definitions*. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Trust Agreement have the respective meanings specified in that Appendix when used in this Trust Agreement.

SECTION 1.02. *Authorization*. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; the words

"herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

SECTION 2.01. *Authorization*. The Trustee is hereby authorized and directed upon written request from the Corporation to register, execute and deliver the Certificates to the Original Purchaser in the aggregate principal amount of $_____, which represent the direct, undivided fractional ownership interests of the Owners thereof in the Installment Payments.

SECTION 2.02. *Date*. Each Certificate shall be dated as of the Closing Date. Interest represented by a Certificate is payable from the Interest Payment Date next preceding the date of execution thereof, unless:

(a) it is executed after a Record Date and on or before the following Interest Payment Date, in which event interest represented thereby is payable from such Interest Payment Date; or

(b) it is executed on or before the first Record Date, in which event interest represented thereby is payable from the Closing Date; or

(c) interest represented by such Certificate is in default as of the date of its execution, in which event interest represented thereby is payable from the Interest Payment Date to which interest represented thereby has previously been paid or made available for payment.

SECTION 2.03. *Terms of Certificates*. Principal represented by the Certificates is payable on February 1 in each of the respective years and in the respective amounts, and interest represented thereby will be computed at the respective rates, as follows:

Maturity Date (February 1)	Principal Amount	Interest Rate

SECTION 2.04. *Fully Registered Form; Interest*. The Certificates shall be delivered in the form of fully registered Certificates without coupons in the authorized denominations of $5,000 or any integral multiple thereof, except that no Certificate shall represent principal payable in more than one year. The Certificates shall be assigned such alphabetical and numerical designation as shall be deemed appropriate by the Trustee.

Interest represented by the Certificates shall be payable on each Interest Payment Date to and including the date of maturity or prepayment, whichever is earlier. Said interest represents the portion of Installment Payments designated as interest and coming due on each of the respective Interest Payment Dates. The share of the portion of Installment Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Installment Payments designated as principal represented by such Certificate by the rate of interest represented by such Certificate (calculated on the basis of a 360-day year comprised of twelve 30-day months).

SECTION 2.05. *Book Entry System*.

(a) Original Delivery. The Certificates shall be initially delivered in the form of a separate single fully registered Certificate (which may be typewritten) for each maturity of the Certificates. Upon initial delivery, the ownership of each such Certificate shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Certificates shall be registered in the name of the Nominee on the Registration Books.

With respect to Certificates the ownership of which is registered in the name of the Nominee, the City and the Trustee have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the City holds an interest in the Certificates. Without limiting the generality of the immediately preceding sentence, the City and the Trustee have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any notice with respect to the Certificates, including any notice of prepayment, (iii) the selection by the Depository of the beneficial interests in the Certificates to be prepaid if the City elects to prepay the Certificates in part, (iv) the payment to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest represented by the Certificates or (v) any consent given or other action taken by the Depository as Owner of the Certificates. The City and the Trustee may treat and consider the person in whose name each Certificate is registered as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest represented by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers of ownership of such Certificate, and for all other purposes whatsoever. The Trustee will pay the principal, interest and premium, if any, represented by the Certificates only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal, interest and premium, if any, represented by the Certificates to the extent of the sum or sums so paid. No person other than a Certificate Owner shall receive a Certificate evidencing the obligation of the City to make payments of principal, interest and premium, if any, under this Trust Agreement.

Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the City shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Certificates for the Depository's book-entry system, the City and the Trustee will execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Certificates. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the City or the Trustee any obligation whatsoever with respect to persons having interests in the Certificates other than the Certificate Owners. Upon the written acceptance by the Trustee, the Trustee will agree to take all action reasonably necessary for all representations of the City in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the City may take any other actions, not inconsistent with this Trust Agreement, to qualify the Certificates for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Certificates, or (ii) the City determines to terminate the Depository as such, then the City shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the City and the Trustee in the issuance of replacement Certificates by providing the Trustee with a list showing the interests of the Depository System Participants in the Certificates, and by surrendering the Certificates, registered in the name of the Nominee, to the Trustee on or before the date such replacement Certificates are to be issued. The Depository, by accepting delivery of the Certificates, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the City fails to identify another Securities Depository to replace the Depository, then the Certificates shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Certificates shall designate, in accordance with the provisions hereof.

If the City determines that it is in the best interests of the Owners of the Certificates that they be able to obtain certificated Certificates, the City may notify the Depository System Participants of the availability of such certificated Certificates through the Depository. In such event, the Trustee will execute, transfer and exchange Certificates as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the City shall cooperate with the Depository in taking appropriate action (i) to make available one or more separate certificates evidencing the Certificates to any Depository System Participant having Certificates credited to its account with the Depository, or (ii) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Certificates, all at the City's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Certificate is registered in the name of the Nominee, all payments with respect to principal, interest and premium, if any, represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.06. *Form and Execution of Certificates*. The Certificates shall be substantially in the form set forth in Appendix A attached hereto and by this reference incorporated herein. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized signatory of the Trustee. If any person whose signature appears on any Certificate ceases to be an authorized signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if such person had remained an authorized signatory until such date.

SECTION 2.07. *Transfer and Exchange*.

(a) Transfer of Certificates. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Certificate for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee will execute and deliver a new Certificate or Certificates representing the same maturity, interest rate and aggregate principal amount, in any authorized denominations. The City shall pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Certificate Owner of any tax or other governmental charge required to be paid with respect to such transfer.

Prior to any transfer of the Certificates outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(b) Exchange of Certificates. Certificates may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Certificates representing other authorized denominations of the same interest rate and maturity. The City shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Certificate during the period established by the Trustee for the selection of Certificates for prepayment, or (ii) the portion of any Certificate which the Trustee has selected for prepayment under the provisions of Section 4.02.

SECTION 2.08. *Certificates Mutilated, Lost, Destroyed or Stolen*. If any Certificate is mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity in replacement for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. The Trustee will cancel and destroy every mutilated Certificate surrendered to it and shall deliver a certificate of destruction to the City at its request. If any Certificate is lost, destroyed or stolen, evidence of such loss, destruction or theft must be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and the City and, if an indemnity satisfactory to the Trustee and the City shall be given, the Trustee,

at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity and numbered as the Trustee will determine in lieu of and in replacement for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each replacement Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate issued under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee is not required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a replacement for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trustee and the City.

SECTION 2.09. *Payment*. The Trustee will pay interest represented by the Certificates on each Interest Payment Date, to the person appearing on the Registration Books as the Owner thereof as of the close of business on the Record Date immediately preceding such Interest Payment Date, by check mailed to the Owner by first class mail at the Owner's address appearing on the Registration Books. At the written request of the Owner of Certificates in an aggregate principal amount of at least $1,000,000, which written request is on file with the Trustee as of the Record Date preceding any Interest Payment Date, the Trustee will pay interest represented by the Certificates by wire transfer in immediately available funds to such account in the United States as is specified in the written request. The principal and prepayment price represented by any Certificate at maturity or upon prior prepayment is payable in lawful money of the United States of America upon surrender of such Certificate at the Office of the Trustee. The provisions of this Section are subject in all respects to the provisions of Section 2.05 which shall govern the payment of principal of and interest on the Certificates at all times while they are held in book-entry form.

SECTION 2.10. *Execution of Documents and Proof of Ownership*. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner, attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be

recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of authority.

(b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of holding the same shall be proved by the Registration Books.

Nothing contained in this Section limits the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate binds every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee under such request or consent.

SECTION 2.11. *Registration Books*. The Trustee shall keep or cause to be kept sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times upon prior notice be open to inspection by the City and the Corporation during regular business hours; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

ARTICLE III

DISPOSITION OF PROCEEDS OF SALE

SECTION 3.01. *Application of Proceeds*. The proceeds of the Certificates in the amount of $_____ (representing the par amount of the Certificates, net of Original Purchaser's discount in the amount of $_____ and [plus the amount of [net] original issue premium received on the sale of the Certificates in the amount of $_____][less the amount of [net] original issue discount on the sale of the Certificates in the amount of $_____]) received by the Trustee on the Closing Date shall forthwith be deposited by the Trustee in the following respective funds and in the following order of priority:

(a) The Trustee will deposit the amount of $_____ in the Costs of Issuance Fund.

(b) The Trustee will deposit the amount of $_____ in the Refunding Fund.

(c) The Trustee will deposit the amount of $_____, constituting the remainder of such proceeds, in the Project Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such deposits.

SECTION 3.02. *Costs of Issuance Fund*. The Trustee shall establish and maintain a special fund designated as the "Costs of Issuance Fund" to be held by the Trustee in trust for the benefit of the City and the Owners of the Certificates, and applied solely as provided herein. The Trustee shall disburse amounts in the Costs of Issuance Fund to pay Costs of Issuance from time to time in accordance with one or more written requisitions signed by a City Representative and filed by the City with the Trustee substantially the form attached hereto as Appendix C. Each requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee has no duty to confirm the accuracy of such facts. On the date falling 90 days after the Closing Date, the Trustee shall transfer any funds remaining in the Costs of Issuance Fund to the Interest Account of the Installment Payment Fund to be credited towards amounts required to be transferred by the City for deposit therein for the payment of interest on the Certificates pursuant to Section 5.02(a), and the Trustee shall thereupon close the Costs of Issuance Fund.

SECTION 3.03. *Refunding Fund*. The Trustee shall establish and maintain a separate fund to be known as the "Refunding Fund." Except as otherwise provided herein, moneys in the Refunding Fund will be used solely for the prepayment of the 2020 Installment Payments.

On [the Closing Date][_____, 2023], the Trustee will disburse moneys in the Refunding Fund to the 2020 Assignee in accordance with a written requisition filed by the City with the Trustee specifying the amount of such disbursement and the name and address of the firm or corporation to whom payment is to be made. Such requisition will be sufficient evidence to the Trustee of the facts stated therein and the Trustee has no duty to confirm the accuracy of such facts. The Trustee has no responsibility for payments made in accordance with this Section. Following such disbursement, the Trustee shall transfer any funds remaining on deposit in the Refunding Fund to the Interest Account of the Installment Payment Fund to be credited towards amounts required to be transferred by the City for deposit therein for the payment of interest on the Certificates pursuant to Section 5.02(a), and the Trustee shall close the Refunding Fund.

SECTION 3.04. *Project Fund*. The Trustee shall establish and maintain a separate fund to be known as the "Project Fund." Except as otherwise provided herein, moneys in the Project Fund shall be used solely for the payment of the Project Costs. The Trustee shall disburse moneys in the Project Fund from time to time to pay Project Costs (or to reimburse the City for payment of Project Costs) in accordance with one or more written requisitions signed by a City Representative and filed by the City with the Trustee substantially the form attached hereto as Appendix D. Each requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee has no duty to confirm the accuracy of such facts. The Trustee has no responsibility for payments made in accordance with this Section. The City shall maintain accurate records showing all disbursements from the Project Fund.

Upon the completion of the 2023 Project, the City shall deliver to the Trustee a written certificate of a City Representative as required by Section 3.5 of the Installment Sale Agreement stating that the 2023 Project has been substantially completed, stating that no further amounts are intended to be requisitioned from the Project Fund, and directing the Trustee to either (a) transfer all or a portion of the amounts remaining in the Project Fund to the Installment Payment Fund to be applied to pay the interest components of the Installment Payments next coming due and payable, or (b) transfer all

or a portion of the amounts remaining in the Project Fund to the Installment Payment Fund to be applied the prepayment of Installment Payments under Section 7.2 of the Installment Sale Agreement and the corresponding prepayment of the Certificates under Section 4.01(a). Following disbursement of all amounts remaining in the Project Fund, the Trustee shall thereupon close the Project Fund.

If an Event of Default occurs under Section 6.1(a) of the Installment Sale Agreement prior to the closure of the Project Fund by the Trustee, the Trustee shall transfer all amounts remaining on deposit in the Project Fund to the Installment Payment Fund, to be credited to the payment of the Installment Payment then in default.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

SECTION 4.01. *Prepayment*.

(a) Optional Prepayment. The Certificates maturing on or before February 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after February 1, 20__, are subject to prepayment prior to their stated maturity, at the option of the City, in whole, or in part by lot, on February 1, 20__, or on any date thereafter, from prepayments of the Installment Payments made under Section 9.2 of the Installment Sale Agreement from any legally available source of funds of the City, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

(b) Mandatory Sinking Fund Prepayment. The Term Certificates are subject to mandatory prepayment in part by lot, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, without premium, in the aggregate respective principal amounts and on February 1 in the respective years as set forth in the following table; *provided, however,* that if some but not all of the Term Certificates have been prepaid under subsection (a) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Certificates so prepaid, to be allocated among such sinking fund payments in integral multiples of $5,000 (as set forth in a schedule provided by the City to the Trustee).

Term Certificates Maturing
February 1, 20__

Sinking Fund Prepayment Date (February 1)	Principal Amount To Be Prepayment
	$

SECTION 4.02. *Selection of Certificates for Prepayment.* Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all

Outstanding Certificates of any maturity are called for prepayment, the Trustee shall select Certificates of such maturity for prepayment from such maturities as are designated by the City (or if the City fails to designate such maturities, by lot within a maturity. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions, and any such portion may be separately prepaid.

SECTION 4.03. *Notice of Prepayment.* When prepayment is authorized or required under Section 4.01, the Trustee shall give notice of the prepayment of the Certificates on behalf and at the expense of the City. Such notice shall:

(a) state the prepayment date and prepayment price;

(b) state the numbers or maturities of the Certificates to be prepaid, if less than all of the then Outstanding Certificates are to be called for prepayment;

(c) if a Certificate is to be prepaid only in part, identify the portion of the Certificate which is to be prepaid;

(d) require that such Certificates be surrendered on the prepayment date at the Office of the Trustee for prepayment at said prepayment price;

(e) state that interest represented by the Certificates will not accrue from and after the prepayment date; and

(f) state that on the prepayment date the principal represented by each Certificate will become due and payable, together with accrued interest represented thereby to the prepayment date, and that from and after such date interest represented thereby ceases to accrue and be payable.

The Trustee has no liability for any designation of the CUSIP numbers of the Certificates to be prepaid, and neither the failure to identify the CUSIP numbers of the Certificates to be prepaid nor any incorrect designation of such CUSIP numbers will affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

The Trustee shall give notice of prepayment to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, and shall cause a notice of prepayment to be posted on the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board, at least 20 days but not more than 60 days prior to the prepayment date. Neither the failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

The City may rescind any optional prepayment of the Certificates, and notice thereof, for any reason on any date prior to the date fixed for such optional prepayment by causing written notice of the rescission to be given to the Owners of the Certificates so called for prepayment. Notice of rescission of optional prepayment will be given in the same manner in which the notice of prepayment was originally given. The actual receipt

of notice of such rescission is not a condition precedent to rescission and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. None of the City, the Corporation, or the Trustee shall have any liability to the Owners of any Certificates, or any other party, as a result of the City's decision to rescind an optional prepayment of the Certificates.

SECTION 4.04. *Partial Prepayment of Certificates.* Upon surrender of any Certificate prepaid in part only, the Trustee shall execute, register, and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

SECTION 4.05. *Effect of Notice of Prepayment.* Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Installment Payment Fund, the Certificates shall become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, said Certificates shall be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, and shall be held by the Trustee in cash uninvested.

All Certificates paid at maturity or prepaid prior to maturity under the provisions of this Article shall be canceled upon surrender thereof.

SECTION 4.06. *Purchase of Certificates.* In lieu of prepayment of Certificates as provided in this Article, amounts held by the Trustee for such prepayment may, at the written request of the City Representative received by the Trustee at least 75 days prior to the selection of Certificates for prepayment, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

ARTICLE V

INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND

SECTION 5.01. *Assignment of Rights in Installment Sale Agreement*. The Corporation hereby irrevocably transfers, assigns and sets over to the Trustee, without recourse to the Corporation, all of its rights in the Installment Sale Agreement (excepting only the Corporation's rights to receive Additional Payments under Section 4.8 and the Corporation's rights to give approvals and consents thereunder), including but not limited to all of the Corporation's rights to receive and collect all of the Installment Payments and all other amounts required to be deposited in the Installment Payment Fund, and the Trustee hereby accepts such assignment.

The City shall pay to the Trustee all Installment Payments and other amounts which have been assigned to the Trustee hereunder. Any Installment Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and the Corporation shall immediately transfer all such Installment Payments and other amounts to the Trustee.

SECTION 5.02. *Establishment of Installment Payment Fund*. The Trustee shall establish and maintain a special fund designated as the "Installment Payment Fund," into which the Trustee shall deposit all amounts paid to the Trustee for such purpose under the Installment Sale Agreement. Within the Installment Payment Fund, the Trustee shall establish separate accounts designated as the "Interest Account," "Principal Account" and "Redemption Account."

All moneys at any time deposited by the Trustee in the Installment Payment Fund shall be held by the Trustee in trust for the benefit of the City and the Owners of the Certificates, and are hereby pledged to secure the payment of the principal of and interest and premium (if any) represented by the Certificates. This pledge constitutes a lien on and security interest in the Installment Payment Fund and shall attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act. So long as any Certificates are Outstanding, neither the City nor the Corporation have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in the Installment Sale Agreement or herein, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

SECTION 5.03. *Application of Moneys*. Except as provided in Sections 5.04 and 11.03, the Trustee shall apply amounts in the Installment Payment Fund solely for the purpose of paying the principal, interest and prepayment premiums (if any) represented by the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV, and in the following manner and order of priority:

(a) *Interest Account*. The Trustee shall deposit to the Interest Account on or before the last Business Day of each January and July an amount equal to the amount of interest to be paid on Outstanding Certificates on the next Interest Payment Date. Moneys in the Interest Account shall be used to pay interest on the Certificates as it becomes due.

(b) *Principal Account*. The Trustee shall deposit to the Principal Account on or before the last Business Day of each January (in each Bond Year ending on a date on which Certificates mature), an amount equal to the principal amount at maturity plus an amount equal to any mandatory sinking fund redemption requirement of Section 4.01(b) of Certificates Outstanding that will mature or be subject to mandatory redemption on the last day of such Bond Year. Moneys in the Principal Account shall be used to retire Certificates by payment at their scheduled maturity or to redeem Certificates on their mandatory sinking fund prepayment dates.

(c) *Redemption Account*. If the City makes an optional prepayment of any installment of principal which is to be applied to prepay Certificates in accordance with Section 4.01(a) and specifying the amount and maturities of Certificates to be redeemed and the optional redemption date, the amount so paid shall be credited to the Redemption Account and applied promptly by the Trustee, first, to cause the amounts credited to the Interest Account or the Principal Account of the Installment Payment Fund, in that order, to be not less than the amounts then required to be credited thereto, and, second, to retire Certificates by purchase, redemption or both purchase and redemption in accordance with the City's directions.

SECTION 5.04. *Surplus*. At the written request of the City any surplus remaining in the Installment Payment Fund, after prepayment and payment of all Certificates, including all premiums and accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, will be withdrawn by the Trustee and remitted to the City to be used for any lawful purpose of the City.

ARTICLE VI

MONEYS IN FUNDS; INVESTMENT

SECTION 6.01. *Held in Trust.* The moneys and Permitted Investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the City and the Owners of the Certificates solely for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and is not subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the City or the Owner of any Certificates.

SECTION 6.02. *Investments Authorized.* Upon the written request of the City filed with the Trustee from time to time, moneys held by the Trustee in any fund or account established hereunder shall be invested and reinvested by the Trustee in Permitted Investments which mature not later than the date such moneys are required or estimated by the City to be required to be expended hereunder. In the absence of any written request of the City directing the investment of uninvested moneys held by the Trustee hereunder, the Trustee shall hold such moneys uninvested. Such investments, if registrable, shall be registered in the name of the Trustee, as trustee or in the name of its nominee, and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section and shall be entitled to its customary fee therefor. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee or any

of its affiliates may act as purchaser or agent in the making or disposing of any investment. Whenever in this Trust Agreement any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section. The Trustee may rely conclusively and without liability upon investment direction of the City as to the suitability and legality of the directed investments.

The City shall invest amounts held by it in any fund or account established hereunder or under the Installment Sale Agreement in any investments which are authorized for the investment of City funds under the laws of the State of California.

Ratings of Permitted Investments referred to herein shall be determined at the time of purchase of such Permitted Investments and without regard to rating subcategories. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments or the responsibility to validate the ratings of Permitted Investments prior to the initial purchase.

SECTION 6.03. *Accounting.* The Trustee shall furnish to the City, not less than monthly, an accounting (in the form customarily used by the Trustee) of all investments and other transactions made by the Trustee under this Trust Agreement. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the City specifically waives receipt of such confirmations to the extent permitted by law.

SECTION 6.04. *Allocation of Earnings.* Any income, profit or loss on such investments shall be deposited in or charged to the respective funds and accounts from which such investments were made.

SECTION 6.05. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, all investments of amounts deposited in any fund or account created by or under this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value as such term is defined in subsection (d) below. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow (i) the investment directions of the City in any written directions of a City Representative, and (ii) its normal practices in the purchase, sale and determining the value of Permitted Investments. The Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

(b) Investments in any funds or accounts (or portions thereof) that are subject to a yield restriction under the Tax Code shall be valued at their present value (within the meaning of Section 148 of the Tax Code). The City shall inform the Trustee which funds are subject to a yield restriction.

(c) Except as provided in subsection (b), for the purpose of determining the amount in any fund, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least quarterly at the Fair Market Value thereof. The Trustee may sell or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund to which such Permitted Investment is credited, and the Trustee is not liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and any related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE VII

THE TRUSTEE

SECTION 7.01. *Appointment of Trustee.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed Trustee by the Corporation and the City for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the City agree that they shall maintain a Trustee having a corporate trust office in the State of California and having a combined capital and surplus (or whose related bank holding company has a combined capital and surplus) of at least $50,000,000, and which shall be subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank or trust company publishes a report of condition at least annually under law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The City and the Corporation covenant that they shall maintain a Trustee qualified under the provisions of the foregoing provisions of this Section, so long as any Certificates are Outstanding.

The Trustee is hereby authorized to pay or prepay the Certificates when duly presented as provided herein for payment at maturity, or on prepayment, or on purchase by the Trustee as directed by the City prior to maturity in accordance with Section 4.06, and to cancel all Certificates upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged. The Trustee shall be compensated for its services rendered under the provisions of this Trust Agreement.

SECTION 7.02. *Acceptance of Trusts.* The Trustee hereby accepts the express trusts imposed upon it by this Trust Agreement, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(b) No provision in this Trust Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(c) The Trustee is not responsible or liable for any recital herein, or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the validity or sufficiency of the security for the Certificates executed and delivered hereunder or intended to be secured hereby and the Trustee shall not be bound at any time to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the City under the Installment Sale Agreement. The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance herewith.

(d) The Trustee is not accountable for the use of any Certificates delivered hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Certificates then Outstanding.

(e) The Trustee shall be protected in acting upon any notice, request, requisition, consent, certificate, order, affidavit, letter, telegram, direction, facsimile transmission, electronic mail or other paper or document believed by the trust officer responsible for the administrative of the trusts created hereunder to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith under this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or in place thereof. The Trustee is not bound to recognize any person as an Owner of any Certificate or to take any action at such person's request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by a Corporation Representative or a City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, as provided in Section 7.02(h), shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of a Corporation Representative or a City Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the City, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Trust Agreement may not be construed as a duty and the Trustee is not answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee extend to its officers, directors, employees and agents.

(h) The Trustee is not required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to make any of the Installment Payments to the Trustee required to be made by the City under the Installment Sale Agreement or failure by the Corporation or the City to file with the Trustee any document required by this Trust Agreement or the Installment Sale Agreement to be so filed subsequent to the delivery of the Certificates, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the City or the Owners of at least 25% in aggregate

principal amount of Certificates then Outstanding. All notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, have the right (but not any duty) fully to inspect the books, papers and records of the Corporation or the City pertaining to the Certificates, and to take such memoranda from and with regard thereto as may be desired.

(j) The Trustee is not required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee has the right, but is not required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, which may be deemed desirable by the Trustee for the purpose of establishing the right of the Corporation or the City to the execution of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action referred to in Section 11.03 at the direction of the Certificate Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Certificate Owners, or any of them, for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee has no liability for interest on any moneys received hereunder except such as may be agreed upon, other than interest derived from investments made or required to be made under Section 6.02.

(n) The Trustee is not responsible for the sufficiency of the Installment Sale Agreement, or its right to receive moneys under the Installment Sale Agreement.

(o) The Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers and the Trustee is not responsible for any misconduct or negligence on the part of any attorney, agent, or receiver appointed with due care. The Trustee shall be entitled to advice or an opinion of counsel concerning all matters of trust and its duty hereunder and shall be protected in any action taken or suffered by it hereunder in reliance on such advice or opinion.

(q) The Trustee is not liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(r) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the 2023 Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(s) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions under this Trust Agreement provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee, if provided to the Trustee, shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (iii) the Trustee has received a current incumbency certificate containing the specimen signature of such designated person.

SECTION 7.03. *Fees, Charges and Expenses of Trustee.* The Trustee shall be entitled to payment and reimbursement by the City for reasonable fees for its services

rendered hereunder and all advances, agent and counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee has a first lien with right of payment prior to payment on account of principal and interest represented by any Certificate upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively. The Trustee shall be entitled to interest on all moneys advanced by it in the performance of its duties hereunder at the maximum legal rate allowable.

SECTION 7.04. *Notice to Certificate Owners of Default.* If an Event of Default occurs of which the Trustee has been given or is deemed to have notice, as provided in Section 7.02(h), then the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Certificate, unless such Event of Default has been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the City to make any Installment Payment when due, the Trustee may elect not to give such notice to the Certificate Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

SECTION 7.05. *Removal of Trustee.* The City may remove the Trustee upon 30 days' prior written notice, unless an Event of Default has occurred and is continuing, and shall remove the Trustee (a) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding (or their attorneys duly authorized in writing) or (b) if at any time the Trustee ceases to be eligible in accordance with Section 7.01, or shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation, or liquidation. In each case such removal shall be accomplished by the giving of 30 days' prior written notice of such removal by the City to the Trustee, whereupon the City shall appoint a successor Trustee in accordance with Section 7.07.

SECTION 7.06. *Resignation by Trustee.* The Trustee and any successor Trustee may at any time resign by giving written notice by registered or certified mail to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee in accordance with Section 7.07. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the City shall mail notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books.

SECTION 7.07. *Appointment of Successor Trustee.* If the Trustee resigns or is removed under Sections 7.05 or 7.06, respectively, the City shall promptly appoint a successor Trustee. If the City for any reason whatsoever fails to appoint a successor Trustee within 30 days following the delivery to the Trustee of the instrument described in Section 7.05 or within 30 days following the receipt of notice by the City under Section 7.06, the Trustee may apply, at the expense of the City, to any federal or state court for the appointment of a successor Trustee meeting the requirements of Section 7.01. Any such successor Trustee appointed by such court will become the successor Trustee hereunder notwithstanding any action by the City purporting to appoint a successor Trustee following the expiration of such 30 day period.

SECTION 7.08. *Merger or Consolidation.* Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 7.01, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 7.09. *Concerning any Successor Trustee.* Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Corporation and the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

SECTION 7.10. *Non-Liability of Trustee.* The recitals, statements and representations by the City and the Corporation contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the City and the Corporation, as the case may be, and not by the Trustee, and the Trustee has no responsibility, obligation or liability for the correctness of any thereof.

The Trustee is not (a) responsible for the sufficiency or enforceability of the Installment Sale Agreement or the assignment hereunder of its rights to receive Installment Payments, (b) deemed to have knowledge of any Event of Default unless and until it has received written notice thereof or has actual knowledge thereof or except as provided in Section 7.02(h) or (c) accountable for the use or application by the City or the Corporation of any funds which the Trustee has released under this Trust Agreement.

SECTION 7.11. *Actions Through Agents.* The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee is not answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee is not answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own negligence or willful misconduct.

SECTION 7.12. *Nature of Trust Engagement.* The Trustee undertakes to perform such duties and only such duties as are expressly and specifically set forth in the Trust Agreement and no implied covenants or obligations whatsoever shall be read into the Trust Agreement against the Trustee. In accepting the trusts hereby created, the Trustee

acts solely as Trustee and not in its individual capacity. All persons, including without limitation the Owners, the City and the Corporation having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts hereunder for payment except as otherwise provided herein; *provided, however*, that nothing in this sentence is intended or shall be construed to apply to, or limit the source of payment of, claims against the Trustee arising from the negligence or willful misconduct of the Trustee. Under no circumstances is the Trustee liable in its individual capacity for payment of the obligations represented by the Certificates.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF AGREEMENTS

SECTION 8.01. *Amendments Permitted Without Consent of Owners*. This Trust Agreement and the rights and obligations of the Owners of the Certificates, and the Installment Sale Agreement and the rights and obligations of the respective parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any of the Certificate Owners, only to the extent permitted by law and only for any one or more of the following reasons:

(a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the City,

(b) to cure, correct or supplement any ambiguous or defective provision contained herein or therein,

(c) in any respect whatsoever in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which do not, in the opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Certificates, or

(d) to provide for matters relating to the issuance of Additional Parity Debt.

Any such supplemental agreement entered into under this Section will become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee will mail a notice thereof to each Rating Agency at least 15 days prior to the effective date of the supplement agreement.

SECTION 8.02. *Amendments Permitted With Consent of Owners*. Except as permitted under Section 8.01, this Trust Agreement and the rights and obligations of the Owners of the Certificates, and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which will become effective when the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding have been filed with the Trustee.

No modification or amendment under this Section may (a) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or (b) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Installment Sale Agreement, without the consent of the Owners of 100% in aggregate principal amount of the Outstanding Certificates, or (c) modify any of the rights or obligations of the Trustee without its written assent thereto.

Any such supplemental agreement may not become effective unless there is filed with the Trustee the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and the Trustee has given the notice required below. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.10. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates have filed their consents to such supplemental agreement, the Trustee will mail a notice thereof to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, The notice mailed under the preceding sentence must state in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice will not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective and shall be deemed conclusively binding upon the parties hereto, the Owners of all Certificates at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

SECTION 8.03. *Execution and Effect of Supplemental Agreement*. Prior to executing any amendment hereof, the Trustee shall be entitled to receive and rely upon an opinion of counsel stating the execution of such amendment is authorized or permitted hereunder. From and after the time any supplemental agreement becomes effective under this Article, this Trust Agreement or the Installment Sale Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Installment Sale Agreement for any and all purposes.

SECTION 8.04. *Endorsement or Replacement of Certificates Delivered After Amendments*. The City may determine that Certificates shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of such Owner's Certificate for the purpose at the Office of the Trustee, a suitable notation shall be made on such Certificate. The City may determine that the delivery of substitute Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owner's action, which shall thereupon be prepared, executed and delivered at the expense of the City. In that case, upon demand of the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Office of the Trustee, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

SECTION 8.05. *Amendatory Endorsement of Certificates*. The provisions of this Article do not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by such Owner, provided that proper notation thereof is made on such Certificates.

SECTION 8.06. *Notice to Rating Agencies*. The City shall mail copies of any proposed amendment or modification hereof to each Rating Agency at least 10 days prior to the effective date of any such amendment or modification.

ARTICLE IX

OTHER COVENANTS

SECTION 9.01. *Compliance With and Enforcement of Installment Sale Agreement*. The City covenants and agrees with the Trustee, for the benefit of the Owners of the Certificates, to perform all obligations and duties imposed on it under the Installment Sale Agreement. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Sale Agreement by the Corporation thereunder.

SECTION 9.02. *Observance of Laws and Regulations*. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a public agency, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

SECTION 9.03. *Recordation and Filing*. The City shall record and file all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

SECTION 9.04. *Tax Covenants*.

(a) Private Business Use Limitation. The City will assure that the proceeds of the Certificates are not used in a manner which would cause any of the obligations of the City under the Installment Sale Agreement to become "private activity bonds" under and within the meaning of Section 141(a) of the Tax Code.

(b) Private Loan Limitation. The City will assure that no more than 5% of the aggregate amount of the proceeds of the Certificates are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose obligations as defined in the Tax Code or constituting assessments) to persons other than state or local government units.

(c) Federal Guarantee Prohibition. The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the obligations of the City under the Installment Sale Agreement to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The City will not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the obligations of the City under the Installment Sale Agreement to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) Rebate of Excess Investment Earnings to United States. The City will calculate or cause to be calculated the Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The City will pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments will be made by the City from any source of legally available funds of the City.

The City will keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Certificates, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the City of any of the requirements herein.

SECTION 9.05. *Continuing Disclosure*. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the City as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with such Continuing Disclosure Certificate shall not constitute an Event of Default; *provided, however*, that any Participating Underwriter (as such term is defined in such Continuing Disclosure Certificate) or any Owner of the Certificates may take such actions as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandate or specific performance by court order.

SECTION 9.06. *Further Assurances*. The Corporation and the City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and of the Installment Sale Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

ARTICLE X

LIMITATION OF LIABILITY

SECTION 10.01. *Limited Liability of City and Corporation*. Except for the payment of Installment Payments when due in accordance with the Installment Sale Agreement and the performance of the other covenants and agreements of the City contained in the Installment Sale Agreement and herein, the City has no pecuniary obligation or liability to the Corporation, the Trustee or the Owners of the Certificates with respect hereto or the terms, execution, delivery or transfer of the Certificates, or the distribution of Installment Payments to the Owners by the Trustee, except as expressly set forth herein.

The Corporation has no pecuniary obligation or liability to the City or the Trustee, or to any of the Owners of the Certificates, with respect to the performance by the City of its obligations under the Installment Sale Agreement or this Trust Agreement, with respect hereto or the terms, execution, delivery or transfer of the Certificates, or with respect to the distribution of Installment Payments to the Owners by the Trustee.

SECTION 10.02. *No Liability for Trustee Performance*. Neither the City nor the Corporation have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it hereunder.

SECTION 10.03. *Indemnification of Corporation and Trustee*. To the extent permitted by law, the City shall indemnify the Corporation and Trustee, and their respective officers, directors, agents and employees, against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of or in connection with any of the following: (a) the failure by the City to observe and perform any of its obligations under the Installment Sale Agreement, (b) the Trustee's exercise and performance of its powers and duties hereunder or in connection with the Installment Sale Agreement, or (c) the execution, delivery and sale of the Certificates.

No indemnification will be made under this Section or elsewhere herein for willful misconduct or negligence hereunder by the Trustee or the Corporation, or their respective officers, agents, employees, successors or assigns. The City's obligations under this Section shall remain valid and binding notwithstanding maturity and payment of the Certificates and the resignation or removal of the Trustee.

SECTION 10.04. *Opinion of Counsel*. Before being required to take any action, the Trustee may require an opinion of counsel acceptable to the Trustee, or an opinion of Bond Counsel acceptable to the Trustee with respect to any federal tax matters, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying on any such opinion or certificate obtained by the Trustee.

SECTION 10.05. *Limitation of Rights to Parties and Certificate Owners*. Nothing herein or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Corporation, the Trustee and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect hereof or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee and the Owners.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

SECTION 11.01. *Assignment of Rights*. Under Section 5.01, the Corporation transfers, assigns and sets over to the Trustee all of the Corporation's rights in and to the Installment Sale Agreement (excepting only the Corporation's rights under Sections 4.7 and 6.4 thereof and its rights to give approvals or consents thereunder), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation under the Installment Sale Agreement as may be necessary or convenient (a) to enforce payment of the Installment Payments and any other amounts required to be deposited in the Installment Payment Fund, and (b) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners upon the occurrence of an Event of Default.

SECTION 11.02. *Remedies*. If an Event of Default occurs, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding the Trustee (to the extent indemnified as provided herein) shall, exercise any and all remedies available under law or granted under the Installment Sale Agreement.

SECTION 11.03. *Application of Funds*. All moneys received by the Trustee under any right given or action taken under the provisions of this Article or Article VI of the Installment Sale Agreement and any other funds then held by the Trustee shall be applied by the Trustee in the following order:

> First, to the payment of the fees, costs and expenses of the Trustee in declaring and enforcing such Event of Default and in the performance of its powers and duties under the Trust Agreement including reasonable compensation to its agents, attorneys and counsel, and then to the Certificate Owners in declaring and enforcing an Event of Default, including compensation to their agents, attorneys and counsel;
>
> Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate or rates of interest borne by the respective Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue

principal, as aforesaid), and in case such moneys are insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

SECTION 11.04. *Institution of Legal Proceedings*. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as shall be deemed most effectual in support of any of its rights or duties hereunder. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Certificate Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Certificate Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Certificate Owner in any such proceeding without the approval of the Certificate Owners so affected.

SECTION 11.05. *Non-waiver*. Nothing in this Article or in any other provision hereof or in the Certificates, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay or prepay the Installment Payments as provided in the Installment Sale Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

SECTION 11.06. *Remedies Not Exclusive*. No remedy herein conferred upon or reserved to the Trustee or the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

SECTION 11.07. *Power of Trustee to Control Proceedings*. If the Trustee, upon the happening of an Event of Default, has taken any action, by judicial proceedings or otherwise, under its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, it has full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action.

SECTION 11.08. *Limitation on Certificate Owners' Right to Sue*. No Owner of any Certificate issued hereunder has the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless:

(a) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default hereunder;

(b) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) the Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and

(d) the Trustee has refused or omitted to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates has any right in any manner whatever by its or their action to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's direct, undivided fractional interest in the Installment Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision hereof.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. *Discharge of this Trust Agreement*. If and when the obligations represented by any Outstanding Certificates are paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal and interest represented by such Certificates, as and when the same become due and payable; or

(b) by irrevocably depositing with the Trustee or any other fiduciary, security for the payment of Installment Payments relating to such Certificates as more particularly described in Section 7.1 of the Installment Sale Agreement, said security to be held by the Trustee on behalf of the City to be applied by the Trustee or by such other

fiduciary to pay or prepay such Installment Payments as the same become due, under Section 7.1 of the Installment Sale Agreement;

then, notwithstanding that such Certificates have not been surrendered for payment, all rights hereunder of the Owners of such Certificates and all obligations of the Corporation, the Trustee and the City with respect to such Certificates shall cease and terminate, except only the obligations of the City and the Corporation under Section 7.03, the obligations of the City under Section 10.03, the obligations of the Trustee under Sections 2.07 and 2.08, and the obligation of the Trustee to pay or cause to be paid, from Installment Payments paid by or on behalf of the City from funds deposited under the preceding paragraph (b) of this Section, to the Owners of such Certificates not so surrendered and paid all sums represented thereby when due and in the event of deposits under the preceding paragraph (b), such Certificates shall continue to represent direct, undivided fractional interests of the Owners thereof in the Installment Payments.

Any funds held by the Trustee, at the time of discharge of the obligations represented by all Outstanding Certificates as a result of one of the events described in the preceding paragraphs (a) or (b) of this Section, which are not required for the payment to be made to Owners, shall, upon payment in full of all fees and expenses of the Trustee (including attorneys' fees and expenses) then due, be paid over to the City to be used for any lawful purpose.

SECTION 12.02. *Notices*. Any notice, request, complaint, demand or other communication hereunder shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by fax or other form of telecommunication, (b) upon actual receipt after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The City, the Corporation, the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Corporation:	City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050 Attention: Director of Finance Fax: (408) 243-8687 Email: finance@santaclaraca.gov
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, California 90071 Attention: Corporate Trust Services

The Corporation, the City and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 12.03. *Records*. The Trustee will keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection

by the City, the Corporation and any Owner, or the agent of any of them, upon prior written request during regular business hours.

SECTION 12.04. *Payment of Certificates After Discharge*. Notwithstanding any provisions hereof, but subject to any applicable laws of the State of California relating to the escheat of funds or property, any moneys held by the Trustee for the payment of the principal or interest represented by any Certificates and remaining unclaimed for two years after the principal represented by all of the Certificates has become due and payable (whether at maturity or upon call for prepayment or by acceleration as provided herein), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Certificates became due and payable, shall be repaid to the City free from the trusts created hereby upon receipt of an indemnification agreement acceptable to the City and the Trustee indemnifying the Trustee with respect to claims of Owners of Certificates which have not yet been paid, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the City as aforesaid, the Trustee may (at the cost of the City) first mail, by first class mail postage prepaid, to the Owners of Certificates which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Certificates so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. Any moneys so held by the Trustee will be held uninvested.

SECTION 12.05. *Governing Law*. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 12.06. *Binding Effect; Successors; Benefits Limited to Parties*. This Trust Agreement is binding upon and inures to the benefit of the parties, and their respective successors and assigns. Whenever herein the Corporation, the City or the Trustee is named or referred to, such reference includes the successors or assigns thereof, and all the covenants and agreements contained herein by or on behalf of the Corporation, the City or the Trustee will bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Nothing herein expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Corporation, the City, the Trustee or the Certificate Owners, any right, remedy or claim hereunder or by reason hereof or of any covenant, condition or stipulation contained herein. All covenants, stipulations, promises, and agreements contained herein by or on behalf of the Corporation or the City shall be for the sole and exclusive benefit of the Corporation, the City, the Trustee and the Certificate Owners.

SECTION 12.07. *Execution in Counterparts*. This Trust Agreement may be executed in several counterparts, each of which is an original and all of which constitute but one and the same agreement.

SECTION 12.08. *Delivery of Cancelled Certificates*. Whenever provision is made herein for the surrender to or cancellation by the Trustee of any Certificates, the Trustee will cancel and destroy such Certificates and, upon the City's request, shall deliver a certificate of destruction with respect thereto to the City.

SECTION 12.09. *Corporation and City Representatives*. Whenever under the provisions hereof the approval of the Corporation or the City is required, or a written

certificate, requisition, direction or order is required to be delivered by the City or the Corporation to the Trustee, or the Corporation or the City is required to take some action at the request of the other, such approval or such request shall be given, and such certificate, requisition, direction or order shall be executed, for the Corporation by a Corporation Representative and for the City by a City Representative, and any party hereto shall be authorized to rely upon any such approval, request, certificate, requisition, direction or order.

SECTION 12.10. *Headings*. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, are solely for convenience of reference and do not affect the meaning, construction or effect hereof. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions hereof; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 12.11. *Waiver of Notice*. Whenever the giving of notice by mail or otherwise is required hereunder, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice are not a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 12.12. *Severability of Invalid Provisions*. In case any one or more of the provisions contained herein or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases hereof may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Officer

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

By: _____
Executive Director

APPROVED AS TO FORM:

By _____
General Counsel

ATTEST:

By _____
Secretary

CITY OF SANTA CLARA

By: _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
City Clerk

APPENDIX A

DEFINITIONS

Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Trust Agreement have the respective meanings specified in this Appendix A.

"Additional Parity Debt" means any bonds, notes, leases, installment sale agreements or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments, entered into or issued under and in accordance with Section 5.7 of the Installment Sale Agreement.

"Additional Parity Debt Documents" means, collectively, the indenture of trust, trust agreement or other document authorizing the issuance of any Additional Parity Debt or any securities which evidence Additional Parity Debt.

"Additional Payments" means the amounts payable by the City under Section 4.8 of the Installment Sale Agreement.

"Additional Revenues" means, with respect to the issuance of any Additional Parity Debt, any or all of the following amounts:

(a) An allowance for Net Revenues from any additions or improvements to or extensions of the Wastewater System to be financed from the proceeds of such Additional Parity Debt or from any other source but in any case which, during all or any part of the most recent completed Fiscal Year for which audited financial statements are available or for any other 12-month period selected by the City under Section 5.7(b) of the Installment Sale Agreement, were not in service, all in an amount equal to 100% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is to be in operation, all as shown by the certificate or opinion of a Financial Consultant.

(b) An allowance for Net Revenues arising from any increase in the charges made for service from the Wastewater System which has been adopted prior to the incurring of such Additional Parity Debt but which, during all or any part of such Fiscal Year or such 12-month period, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such 12-month period, all as shown by the certificate or opinion of a Financial Consultant.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code.

"Bond Year" means a twelve-month period beginning February 2 of the calendar and ending on the next succeeding February 1.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or in any other state in which the Office of the Trustee is located, are closed.

"Certificates" means the $_____ aggregate principal amount of certificates of participation, designated the Wastewater Revenue Certificates of Participation, Series 2023, executed and delivered and at any time Outstanding hereunder.

"City" means the City of Santa Clara, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California.

"City Representative" means the City Manager, any Assistant City Manager, the Chief Operating Officer, the Director of Finance, the designee of any of them, or any other person authorized by resolution of the City Council of the City to act on behalf of the City under or with respect to the Installment Sale Agreement and this Trust Agreement.

"Closing Date" means _____, 2023, being the day when the Certificates, duly executed by the Trustee, are delivered to the Original Purchaser.

"Connection Charges" means all amounts levied by the City as a fee for connecting to the Wastewater System, as such fee is established from time to time under Section 66013 of the Government Code of the State of California.

"Corporation" means the City of Santa Clara Public Facilities Financing Corporation, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California.

"Corporation Representative" means the Executive Director, Chief Financial Officer, Secretary or any other person authorized by resolution of the Board of Directors of the Corporation to act on behalf of the Corporation under or with respect hereto.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City relating to the execution, sale and delivery of the Certificates. Costs of Issuance include (but are not limited to) the following: filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee (which may include legal fees and the first annual administration fee), financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, and any charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee under Section 3.02.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" or "Depository" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Excess Investment Earnings" means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Certificates at a yield in excess of the yield represented by the Certificates.

"Event of Default" means an event of default under the Installment Sale Agreement, as described in Section 6.1 thereof.

"Federal Securities" means: (a) non-callable direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America; (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America.

"Financial Consultant" means any consultant or firm of such consultants appointed by the City and who, or each of whom: (a) is judged by the City to have experience in matters relating to the financing of Wastewater System enterprises; (b) is in fact independent and not under domination of the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Fiscal Year" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the City as its fiscal year.

"Gross Revenues" means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Wastewater System or otherwise arising from the Wastewater System, including but not limited to investment earnings thereon, and including Connection Charges to the extent permitted by law; but excluding (a) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Wastewater System, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Wastewater System; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

Notwithstanding the foregoing, the term "Gross Revenues" does not include (i) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, (ii) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Wastewater System, and (iii) the proceeds of any special assessments or special taxes levied upon real property within any improvement City for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Wastewater System.

"Independent Accountant" means any independent certified public accountant or firm of independent certified public accountants appointed and paid by the City, and who,

or each of whom (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Installment Payment" means all payments required to be paid by the City on any date under Section 4.4 of the Installment Sale Agreement, including any amounts payable upon delinquent installments and including any prepayment thereof under Section 7.2 of the Installment Sale Agreement.

"Installment Payment Date" means, with respect to any Interest Payment Date, the 5th Business Day preceding such Interest Payment Date.

"Installment Payment Fund" means the fund by that name established and held by the Trustee under Section 5.02.

"Installment Sale Agreement" means the Installment Sale Agreement dated as of October 1, 2023, between the City and the Corporation, together with any duly authorized and executed amendments thereto.

"Interest Payment Date" means, with respect to any Certificate, February 1, 2024, and each August 1 and February 1 thereafter to and including the date of maturity or the date of prepayment of such Certificate.

"Joint Powers Agreement" means, collectively:

(a) that certain agreement entitled "Master Agreement for Wastewater Treatment" dated as of March 1, 1983, between the City, the City of San José and the Cupertino Sanitary District, including all amendments and supplements thereto which are heretofore or hereafter executed and delivered by the parties to such agreement, their successors and assigns;

(b) that certain agreement entitled "Master Agreement for Wastewater Treatment" dated as of March 1, 1983, between the City, the City of San José and County Sanitation District #4, including all amendments and supplements thereto which are heretofore or hereafter executed and delivered by the parties to such agreement, their successors and assigns; and

(c) that certain agreement entitled "Master Agreement for Wastewater Treatment" dated as of March 1, 1983, between the City, the City of San José and the city of Milpitas, including all amendments and supplements thereto which are heretofore or hereafter executed and delivered by the parties to such agreement, their successors and assigns.

"Maximum Annual Debt Service" means, as of the date of any calculation, the maximum sum obtained for the current or any future Fiscal Year so long as any of the Certificates remain Outstanding by totaling the following amounts for such Fiscal Year:

(a) the aggregate amount of the Installment Payments coming due and payable in such Fiscal Year, except to the extent payable from any security deposit under Section 7.1 of the Installment Sale Agreement; and

(b) the aggregate amount of the Prior Installment Payments coming due and payable in such Fiscal Year, except to the extent payable from any security deposit under Section 8.11 of the Trimble Road ISA; and

(c) the amount of principal of and interest on all outstanding Additional Parity Debt coming due and payable in such Fiscal Year.

"Net Revenues" means, for any period, an amount equal to all Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.05(a).

"Office" means, with respect to the Trustee, the corporate trust office of the Trustee at its address set forth in Section 12.02.

"Operation and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with generally accepted accounting principles, including but not limited to the following:

(a) all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Wastewater System in good repair and working order;

(b) all administrative costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums; and

(c) amounts paid by the City under the Joint Powers Agreement as operation and maintenance costs of the Wastewater Treatment Facility.

"Operation and Maintenance Costs" do not include (i) payments of debt service on any Wastewater System Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, (iii) non-cash items, including non-realized gains and losses reported on investments, non-realized gains and losses reported on pension liabilities and other post-employment retirement benefits, realized gain or loss or other bookkeeping entries of a similar nature, (iv) amortization of intangibles or other bookkeeping entries of a similar nature; and (v) amounts paid by the City under the Joint Powers Agreement as capital costs of the Wastewater Treatment Facility..

"Original Purchaser" means _____, as original purchaser of the Certificates at the public sale thereof.

"Outstanding", when used as of any particular time with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee hereunder except (a) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation; (b) Certificates paid and discharged in accordance with Section 12.01, provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment has been given as provided in Section 4.03 or provision satisfactory to the Trustee has been made for the giving of such notice; and (c) Certificates in lieu of or in exchange for which other Certificates have been executed and delivered by the Trustee under Section 2.08.

"Owner", when used with respect to a Certificate, means the person in whose name the ownership of such Certificate shall be registered on the Registration Books.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) Obligations of any agency, department or instrumentality of the United States of America which are rated A or better by S&P.

(c) Interest-bearing deposit accounts (including certificates of deposit) in federal or State of California chartered savings and loan associations or in federal or State of California banks (including the Trustee and its affiliates), provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation; and demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the District, or bankers acceptances of depository institutions, including the Trustee or any of its affiliate.

(d) Commercial paper rated "A-1+" or better by S&P at the time of the purchase thereof.

(e) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Trustee and its affiliates, which an unsecured, uninsured and unguaranteed obligation rating of "A-1+" or better by S&P.

(f) Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries receives and retains

a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(g) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).

(h) Bonds or notes issued by any state or municipality which are rated A or better by S&P.

(i) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Prior Installment Payments" means the installment payments which the City is obligated to pay under Section 4.4 of the Trimble Road ISA.

"Project Costs" means, with respect to the 2023 Project, all costs of the acquisition, construction and installation thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and installation of the 2023 Project;

(b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the 2023 Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the 2023 Project;

(d) all costs of engineering and architectural services, including the actual out-of-pocket costs for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the 2023 Project;

(e) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the 2023 Project;

(f) all financing costs incurred in connection with the acquisition, construction and installation of such Project; and

(g) the interest components of the Installment Payments during the period of acquisition, construction and installation of the 2023 Project.

"Project Fund" means the fund by that name established and held by the Trustee under Section 3.04.

"Rate Stabilization Fund" means any fund established and held by the City as a fund for the stabilization of rates and charges imposed by the City with respect to the Wastewater System, which fund is established, held and maintained in accordance with Section 4.6 of the Installment Sale Agreement.

"Rating Agency" means, as of any date, each nationally-recognized municipal bond rating agency which then maintains a rating on the Certificates.

"Record Date" means the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

"Refunding Fund" means the fund by that name established and held by the Trustee under Section 3.03.

"Registration Books" means the records maintained by the Trustee under Section 2.11 for registration of the ownership and transfer of ownership of the Certificates.

"S&P" means S&P Global Ratings, of New York, New York, and its successors.

"Securities Depository" means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in a written request of the City delivered to the Trustee.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

"Term" means, when used with respect to the Installment Sale Agreement, the time during which the Installment Sale Agreement is in effect, as provided in Section 4.2 thereof.

"Trimble Road ISA" means the Installment Sale Agreement dated November 8, 2016, between the Corporation and the City, as amended from time to time in accordance with the terms thereof.

"Trust Agreement" means this Trust Agreement, together with any amendments or supplements hereto permitted to be made hereunder.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor thereto acting as Trustee hereunder.

"2020 Assignee" means JPMorgan Chase Bank, N.A., the assignee of the Corporation under the 2020 Installment Sale Agreement.

"2020 Installment Payments" means the payments made by the City under the 2020 Installment Sale Agreement.

"2020 Installment Sale Agreement" means the Installment Sale Agreement dated as of June 1, 2020, between the City and the Corporation, as amended by the First Amendment to Installment Sale Agreement dated as of April 1, 2023, together with any duly authorized and executed amendments thereto.

"2020 Project" means the facilities, improvements and other property described more fully in Appendix B attached to the 2020 Installment Sale Agreement.

"2023 Project" means the facilities, improvements and other property described more fully in Appendix B attached to the Installment Sale Agreement, as may be amended from time to time in accordance with the Installment Sale Agreement.

"Wastewater Fund" means the fund or funds established and held by the City with respect to the Wastewater System for the receipt and deposit of Gross Revenues.

"Wastewater System" means the entire system of the City for the collection and transmission of wastewater, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the City for the collection and transmission of wastewater within the service area of the City, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

"Wastewater Treatment Facility" means the San José-Santa Clara Regional Wastewater Facility, which is co-owned by the City and the city of San José pursuant to the Wastewater Treatment Agreement.

"Wastewater Treatment Agreement" means that certain Sewage Plant Agreement dated March 30, 1959, as amended, between the City and the city of San José.

APPENDIX B

[FORM OF CERTIFICATE OF PARTICIPATION]

R-__ ***$_____***

WASTEWATER REVENUE CERTIFICATE OF PARTICIPATION, SERIES 2023

Evidencing the Direct, Undivided Fractional Interest of the Owner Hereof in Installment Payments to be Made by the

CITY OF SANTA CLARA, CALIFORNIA

As the Purchase Price For Certain Property Under an Installment Sale Agreement with City of Santa Clara Public Facilities Financing Corporation

RATE OF INTEREST: MATURITY DATE: ORIGINAL ISSUE DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (this "Certificate") is the owner of a direct, undivided fractional interest in Installment Payments (the "Installment Payments") payable by the City of Santa Clara, a charter city and municipal corporation duly organized and existing under the laws of the State of California (the "City") under an Installment Sale Agreement dated as of October 1, 2023 (the "Installment Sale Agreement"), between the City and City of Santa Clara Public Facilities Financing Corporation, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as the purchase price for certain property which is to be used in the water collection, treatment and disposal system of the City (the "Wastewater System"). The Installment Payments and certain other rights and interests under the Installment Sale Agreement have been assigned to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), having a corporate trust office in San Francisco, California or such other place as designated by the Trustee (the "Office").

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Sale Agreement, on the Maturity Date identified above, or any earlier prepayment date, the Principal Amount identified above representing a direct, undivided fractional share of the portion of the Installment Payments designated as principal, and to receive on February 1 and August 1 of each year, commencing February 1, 2024 (the

"Interest Payment Dates") until payment in full of said principal, the Registered Owner's direct, undivided fractional share of the Installment Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (a) this Certificate is executed after the close of business on the 15th day of the month immediately preceding an Interest Payment Date and on or before such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (b) unless this Certificate is executed on or before January 15, 2024, in which event interest shall be payable from the Original Issue Date identified above. The Registered Owner's share of the portion of the Installment Payments designated as interest is the result of the multiplication of the aforesaid share of the portion of the Installment Payments designated as principal by the Rate of Interest per annum identified above, calculated on the basis of a 360-day year comprised of twelve 30-day months.

Principal and prepayment premium (if any) represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Office of the Trustee. Interest represented hereby is payable by check mailed by first class mail by the Trustee on each Interest Payment Date to the Registered Owner at such Owner's address as it appears on the registration books of the Trustee as of the close of business on the 15th day of the preceding month; *provided, however,* that at the written request of the owner of Certificates in an aggregate principal amount of at least $1,000,000, which written request is on file with the Trustee as of the 15th day of the month preceding an Interest Payment Date, interest represented by such Certificates shall be paid on such Interest Payment Date by wire transfer in immediately available funds to such account within the United States of America as shall be specified in such request.

This Certificate has been executed and delivered by the Trustee under a Trust Agreement dated as of October 1, 2023, among the Trustee, the Corporation and the City (the "Trust Agreement"). The City has certified that it is authorized to enter into the Installment Sale Agreement and the Trust Agreement under the laws of the State of California, for the purpose of financing the acquisition, construction and improvement of properties used for the public purposes of the City relating to the Wastewater System. Reference is hereby made to the Installment Sale Agreement and the Trust Agreement (copies of which are on file at the Office of the Trustee) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Installment Sale Agreement, to all of the provisions of the Installment Sale Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated under the Installment Sale Agreement to pay the Installment Payments from the Net Revenues of the Wastewater System (as such terms are defined in the Installment Sale Agreement). The obligation of the City to pay the Installment Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay the Installment Payments does not constitute a debt of the City, the State of California or any of its political subdivisions, and does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificates maturing on or before February 1, 20__, are not subject to optional prepayment prior to the respective stated maturities. The Certificates maturing on or after February 1, 20__, are subject to optional prepayment in whole or in part, on any date on or after February 1, 20__, from prepayments of the Installment Payments made at the option of the City under the Installment Sale Agreement. Certificates shall be subject to prepayment under this subsection at a prepayment price equal to 100% of the principal amount of Certificates or portions thereof to be prepaid together with accrued interest represented thereby to the prepayment date, without premium.

The Certificates maturing on February 1, 20__ (the "Term Certificates") are subject to mandatory prepayment in part by lot, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, without premium, in the aggregate respective principal amounts and on February 1 in the respective years as set forth in the following table; *provided, however,* that if some but not all of the Term Certificates have been prepaid under the foregoing optional prepayment provision, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Certificates so prepaid, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 (as set forth in a schedule provided by the City to the Trustee).

Term Certificates Maturing
February 1, 20__

Sinking Fund Prepayment Date (February 1)	Principal Amount To Be Prepayment
	$

As provided in the Trust Agreement, notice of prepayment shall be mailed by the Trustee by first class mail, postage prepaid, not less than 20 nor more than 60 days before the prepayment date, to the registered owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest, will be delivered to the transferee in exchange herefor. The City, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes,

whether or not this Certificate shall be overdue, and the City, the Corporation and the Trustee will not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein. The Trustee has no obligation or liability to the Registered Owners of the Certificates for the payment of interest, principal or prepayment premium, if any, with respect to the Certificates out of the Trustee's own funds; the Trustee's sole obligations are those described in the Trust Agreement. The recitals of facts herein shall be taken as statements of the City and the Corporation and the Trustee does not have any responsibility for the accuracy thereof.

The City has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Installment Sale Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by The Bank of New York Mellon Trust Company, N.A., as trustee, acting under the Trust Agreement.

Execution Date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C

$_____
CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION
SERIES 2023

WRITTEN REQUISITION NO. ___ FOR
DISBURSEMENT FROM COSTS OF ISSUANCE FUND

The undersigned hereby states and certifies as follows:

(i) I am the duly appointed, qualified and acting _____ of the City of Santa Clara, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same on behalf of the City.

(ii) I am a duly designated "City Representative" of the City, as such term is defined in the Trust Agreement dated as of October 1, 2023 (the "Trust Agreement"), among The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the City of Santa Clara Public Facilities Financing Corporation and the City.

(iii) Under Section 3.02 of the Trust Agreement, the Trustee is hereby requested to disburse this date, from the Costs of Issuance Fund established under the Trust Agreement, to the payees set forth on Appendix A attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment or reimbursement of Costs of Issuance.

(iv) Each item of cost identified herein has been properly incurred, constitutes payment of Costs of Issuance and has not been the basis of any previous disbursement.

(v) Attached hereto is an invoice or statement of account for each disbursement to be made under this Requisition.

Capitalized terms used herein and not otherwise defined have the respective meanings given them in the Trust Agreement.

Dated: **CITY OF SANTA CLARA**

By: _____
Name:
Title:

Exhibit to Costs of Issuance Fund Requisition

Payee Name	Payee Address	Purpose of Payment	Amount

APPENDIX D

$_____
CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION
SERIES 2023

WRITTEN REQUISITION NO. ___ FOR
DISBURSEMENT FROM PROJECT FUND

The undersigned hereby states and certifies as follows:

(i) I am the duly appointed, qualified and acting _____ of the City of Santa Clara, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same on behalf of the City.

(ii) I am a duly designated "City Representative" of the City, as such term is defined in the Trust Agreement dated as of October 1, 2023 (the "Trust Agreement"), among The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the City of Santa Clara Public Facilities Financing Corporation and the City.

(iii) Under Section 3.04 of the Trust Agreement, the Trustee is hereby requested to disburse this date, from the Project Fund established under the Trust Agreement, to the payees set forth on Appendix A attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment or reimbursement of Project Costs.

(iv) Each item of cost identified herein has been properly incurred, constitutes payment of Project Costs and has not been the basis of any previous disbursement.

Capitalized terms used herein and not otherwise defined have the respective meanings given them in the Trust Agreement.

Dated: **CITY OF SANTA CLARA**

By: _____
Name:
Title:

Exhibit to Project Fund Requisition

Payee Name	Payee Address	Purpose of Payment	Amount

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE -- FULL BOOK-ENTRY **RATING: S&P: "___"**

See "RATING."

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to certain qualifications described herein, under existing law, the portion of Installment Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Such interest may be subject to the corporate alternative minimum tax. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

**$_____*

CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2023 (GREEN BONDS - CLIMATE BOND CERTIFIED)

[Green Bond logo(s)]

Dated: Date of Delivery **Due: February 1, as shown on inside cover**

Authority. The captioned certificates of participation (the "Certificates") are being executed and delivered under a Trust Agreement dated as of October 1, 2023 (the "Trust Agreement"), by and among the City of Santa Clara (the "City"), the City of Santa Clara Public Facilities Financing Corporation, a California nonprofit public benefit corporation (the "Corporation") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), a resolution adopted by the City Council of the City on August 29, 2023, and a resolution adopted by the Board of Directors of the Corporation on August 29, 2023. See "THE CERTIFICATES – Authority for Execution and Delivery."

Security. The Certificates evidence direct, undivided fractional interests of the owners thereof in Installment Payments (defined herein) to be made by City under an Installment Sale Agreement dated as of October 1, 2023 (the "Installment Sale Agreement"), between the Corporation, as seller, and the City, as purchaser. The Installment Payments are special obligations of the City and are payable exclusively from Net Revenues (defined herein) of the City's municipal wastewater enterprise (the "Wastewater System") and from amounts on deposit in certain funds and accounts established under the Trust Agreement. The semiannual Installment Payments will comprise the interest and principal represented by the Certificates. Under the Trust Agreement, the Installment Payments will be irrevocably assigned to the Trustee for the benefit of the Owners of the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES." See also "RISK FACTORS."

Parity Obligations. The Certificates are being executed and delivered on a parity with the obligations of the City to make installment payments (the "Prior Installment Payments") under an Installment Sale Agreement dated November 8, 2016. Under the Installment Sale Agreement, the City may issue additional obligations on a parity with the Installment Payments and the Prior Installment Payments, subject to the conditions set forth in the Installment Sale Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Additional Obligations."

Purposes. The Certificates are being executed and delivered to provide funds to (i) finance the City's allocable share of certain improvements to the San José-Santa Clara Regional Wastewater Facility, (ii) prepay in full the installment payments payable by the City under an Installment Sale Agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), by and between the City and the Corporation, and (iii) pay certain costs of executing and delivering the Certificates. See "FINANCING g PLAN."

Interest. Interest represented by the Certificates will be payable on February 1 and August 1 of each year, commencing February 1, 2024. See "THE CERTIFICATES."

Book-Entry Only. When executed and delivered, the Certificates will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Certificates. Ownership interests in the Certificates may be purchased in book-entry form only. Beneficial owners of Certificates will not receive physical certificates representing the Certificates purchased but will receive a credit balance on the books of the nominees of such purchasers who are participants of DTC. Principal, premium, if any, and interest due with respect to the Certificates will be paid by the Trustee to DTC, which will in turn remit those payments to its participants for subsequent disbursement to the beneficial owners of the Certificates as described in this Official Statement. See "THE CERTIFICATES – Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

No Debt Service Reserve. Neither the City nor the Corporation will create or maintain a debt service reserve account or fund with respect to the Installment Payments or for the Certificates. See "SECURITY FOR THE CERTIFICATES – No Debt Service Reserve."

Prepayment. The Certificates are subject to optional prepayment and mandatory sinking fund prepayment prior to maturity. See "THE CERTIFICATES – Prepayment."

Limited Obligation. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF CALIFORNIA OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

MATURITY SCHEDULE
(See inside cover)

This cover page contains information for quick reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire official statement to obtain information essential in making an informed investment decision. See "RISK FACTORS" for a discussion of factors that should be considered, in addition to the other matters set forth in this Official Statement, in evaluating the investment quality of the Certificates.

The Certificates will be sold and awarded pursuant to a competitive bidding process to be held on [September 12], 2023, as set forth in the Official Notice of Sale. The Certificates are offered when, as and if executed and delivered, subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel. Certain legal matters will be passed upon for the City by Jones Hall, A Professional Law Corporation, San Francisco, California, as Disclosure Counsel. It is anticipated that the Certificates in book-entry only form will be available for delivery through the facilities of DTC, on or about [October 24], 2023.

The date of this Official Statement is: _____, 2023

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

BASE CUSIP†: _____

$_____ Serial Certificates

Maturity (February 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Certificates Due February 1, 20__; Yield:____%; Price: _____%; CUSIP†: _____

$_____ _____% Term Certificates Due February 1, 20__; Yield:____%; Price: _____%; CUSIP†: _____

* Preliminary; subject to change.

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Certificate owner and the City, the Corporation or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the City, the Corporation or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the City, the Corporation or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

***Estimates and Forecasts*.** When used in this Official Statement and in any continuing disclosure by the City in any press release and in any oral statement made with the approval of an authorized officer of the City or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City or any other entity described or referenced herein since the date hereof.

Stabilization of and Changes to Offering Prices. The Underwriter may overallot or take other steps that stabilize or maintain the market prices of the Certificates at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Certificates to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Trust Agreement, the Installment Sale Agreement, or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Certificates have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Certificates have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Certificates will, under any circumstances, give rise to any implication that there has been no change in the affairs of the City, the Corporation, the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

CITY OF SANTA CLARA, CALIFORNIA

SANTA CLARA COUNTY
STATE OF CALIFORNIA

CITY COUNCIL MEMBERS

Lisa M. Gillmor, *Mayor*
Kathy Watanabe, *Councilmember, District 1*
Raj Chahal, *Councilmember, District 2*
Karen Hardy, *Councilmember, District 3*
Kevin Park, *Councilmember, District 4*
Sudhanshu Jain, *Vice Mayor, District 5*
Anthony J. Becker, *Councilmember, District 6*

CITY STAFF

Jovan D. Grogan, *City Manager*
Kenn Lee, *Director of Finance*
Gary Welling, *Director of Water & Sewer Utilities*
Hosam Haggag, *City Clerk*
Glen R. Googins, *City Attorney*

MUNICIPAL ADVISOR

KNN Public Finance, LLC
Berkeley, California

SPECIAL COUNSEL and DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

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OFFICIAL STATEMENT

$_____*
CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION,
SERIES 2023 (GREEN BONDS - CLIMATE BOND CERTIFIED)

This Official Statement (which includes the cover page and Appendices hereto) (the "**Official Statement**") provides certain information concerning the execution, sale and delivery of the certificates of participation captioned above (the "**Certificates**").

INTRODUCTION

This Introduction contains a brief summary of certain information contained in this Official Statement. It is not intended to be complete and is qualified by the more detailed information contained elsewhere in this Official Statement. Definitions of certain capitalized terms used in this Official Statement are set forth in APPENDIX A.

Issuance of Certificates. The Certificates will be executed and delivered pursuant to a Trust Agreement dated as of October 1, 2023 (the "**Trust Agreement**"), by and among the City of Santa Clara (the "**City**"), the City of Santa Clara Public Facilities Financing Corporation (the "**Corporation**"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**").

Use of Proceeds. The net proceeds of the sale of the Certificates will be used:

(i) to provide for the financing of the City's allocable share of certain improvements to the San José-Santa Clara Regional Wastewater Facility (as further described herein, the "**Treatment Plant**") which is co-owned by the City and the city of San José;

(ii) to prepay in full the installment payments payable by the City under an Installment Sale Agreement dated as of June 1, 2020 (the "**2020 Installment Sale Agreement**"), by and between the City and the Corporation; and

(iii) to pay certain costs incurred in connection with the execution and delivery of the Certificates.

See "FINANCING PLAN."

Security and Sources of Payment. The Certificates evidence direct, undivided fractional interests of the owners thereof in the Installment Payments to be made by City under an Installment Sale Agreement dated as of October 1, 2023 (the "**Installment Sale Agreement**"),

* Preliminary; subject to change.

between the Corporation, as seller, and the City, as purchaser. The Installment Payments are special obligations of the City and are payable exclusively from Net Revenues (defined herein) of the City's Wastewater System and from amounts on deposit in certain funds and accounts established under the Trust Agreement. The semiannual Installment Payments will comprise the interest and principal represented by the Certificates. Under the Trust Agreement, the Installment Payments will be irrevocably assigned to the Trustee for the benefit of the Owners of the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

The "**Wastewater System**" is defined in the Trust Agreement to mean the entire system of the City for the collection and transmission of wastewater, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the City for the collection and transmission of wastewater within the service area of the City, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City. The Wastewater System does not include the Treatment Plant.

No Debt Service Reserve Fund. No debt service reserve fund will be established for the Installment Payments or the Certificates.

Parity Obligations. The Certificates are being executed and delivered on a parity with the obligations of the City under an Installment Sale Agreement dated November 8, 2016 (the "**Trimble Road ISA**"), for the purpose of providing financing for the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines, under which the City is obligated to pay semiannual installment payments in the aggregate principal amount of $12,000,000 and which there are outstanding $6,859,162 as of July 1, 2023 (the "**Prior Installment Payments**").

Under the Installment Sale Agreement, the City may issue additional obligations on a parity with the Installment Payments and the Prior Installment Payments, subject to the conditions set forth in the Installment Sale Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Additional Obligations."

LIMITED OBLIGATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF CALIFORNIA OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Legal Matters. The execution and delivery of the Certificates is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California ("**Special Counsel**"), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the City ("**Disclosure Counsel**").

Tax Matters. In the opinion of Special Counsel, subject, however to certain qualifications described herein, under existing law, the portion of Installment Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Such interest may be subject to the corporate alternative

minimum tax. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" and APPENDIX D.

Continuing Disclosure. The City has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of the Certificates and executed by the City (the "**Continuing Disclosure Certificate**"). The form of the Continuing Disclosure Certificate is attached as APPENDIX E. See "CONTINUING DISCLOSURE."

Risk Factors. Investment in the Certificates has certain risks arising from circumstances which could have an adverse impact on the ability of the City to pay the Installment Payments. See "RISK FACTORS."

FINANCING PLAN

Project Financing Plan

Wastewater collected by the City's Wastewater System is transmitted to the Treatment Plant, which is co-owned by the City and the city of San José. The City is obligated to contribute its share of capital costs for improvements to the Treatment Plant, and overall it is estimated the City will be obligated to contribute a total amount of $350 million to the capital costs of improving the Treatment Plant (the "**Project**") through 2040. The City intends to expend a portion of the proceeds of the Certificates to finance a portion of the Project.

See "THE PROJECT" and "CITY OF SANTA CLARA WASTEWATER SYSTEM – History of the Wastewater System."

Refinancing Plan

The City and the Corporation entered into the 2020 Installment Sale Agreement in June 2020 for the purpose of providing financing for the City's share of certain capital costs of improvements to the Treatment Plant. The Corporation's right to receive installment payments under the 2020 Installment Sale Agreement was assigned to JPMorgan Chase Bank, N.A. (the "**2020 Assignee**"). The maximum principal amount of the installment payments under the 2020 Installment Sale Agreement was $50,000,000, of which $20,000,000 is currently outstanding. The City has previously drawn down amounts, and repaid a portion of the total amount drawn down, under the 2020 Installment Sale Agreement for the purpose of financing various capital improvements at the Treatment Plant.

A portion of the net proceeds of the Certificates will be deposited in the Refunding Fund established under the Trust Agreement and will be used to prepay the City's obligations under the 2020 Installment Sale Agreement on or about _____, 2023. As a result of this deposit into the Refunding Fund, the 2020 Installment Sale Agreement will be discharged as of the Closing Date.

Amounts on deposit in the Refunding Fund are not available to pay principal of or interest with respect to the Certificates.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds with respect to the Certificates are as follows:

Sources of Funds	
Principal Amount of Certificates	$
Plus/Less Original Issue Premium/Discount	
Total Sources	**$**
Uses of Funds	
Project Fund	$
Refunding Fund [1]	
Delivery Costs[2]	
Total Uses	**$**

(1) To be used to prepay in full the obligations of the City under the 2020 Installment Sale Agreement. See "– Refinancing Plan" above.

(2) Represents Underwriter's discount, printing costs, the fees and expenses of Special Counsel, Disclosure Counsel, Municipal Advisor, Trustee and the rating agency, and certain other costs of executing and delivering the Certificates.

THE CERTIFICATES

Authority for Execution and Delivery

The Certificates are being executed and delivered under the Trust Agreement, a resolution adopted by the City Council of the City on August 29, 2023, and a resolution adopted by the Board of Directors of the Corporation on August 29, 2023. Under these resolutions, the Certificates may be executed and delivered in a maximum principal amount of $50,000,000.

Certificate Terms

General Certificate Terms. The Certificates will be dated as of the Closing Date. Principal represented by the Certificates is payable on February 1 in each of the respective years and in the respective amounts, and interest represented thereby will be computed at the respective rates, as set forth on the inside front cover page of this Official Statement.

The Certificates will be delivered in the form of fully registered Certificates without coupons in the authorized denominations of $5,000 or any integral multiple thereof, except that no Certificate will represent principal payable in more than one year.

Calculation of Interest. The interest components evidenced by the Certificates will be due and payable semiannually on February 1 and August 1 of each year (each, an "**Interest Payment Date**"), commencing February 1, 2024.

Interest represented by a Certificate is payable from the Interest Payment Date next preceding the date of execution thereof, unless:

(a) it is executed after a Record Date and on or before the following Interest Payment Date, in which event interest represented thereby is payable from such Interest Payment Date; or

(b) it is executed on or before the first Record Date, in which event interest represented thereby is payable from the Closing Date; or

(c) interest represented by such Certificate is in default as of the date of its execution, in which event interest represented thereby is payable from the Interest Payment Date to which interest represented thereby has previously been paid or made available for payment.

Under the Trust Agreement, "**Record Date**" is defined as the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

Interest represented by the Certificates will be payable on each Interest Payment Date to and including the date of maturity or prepayment, whichever is earlier. Said interest represents the portion of Installment Payments designated as interest and coming due on each of the respective Interest Payment Dates. The share of the portion of Installment Payments designated as interest with respect to any Certificate will be computed by multiplying the portion of Installment Payments designated as principal represented by such Certificate by the rate of interest represented by such Certificate (calculated on the basis of a 360-day year comprised of twelve 30-day months).

Payments of Interest and Principal. *For so long as DTC is used as depository for the Certificates, principal of, premium, if any, and interest payments with respect to the Certificates will be made solely to DTC or its nominee, Cede & Co., as registered owner of the Certificates, for distribution to the beneficial owners of the Certificates in accordance with the procedures adopted by DTC.*

The Trustee will pay interest represented by the Certificates on each Interest Payment Date, to the person appearing on the Registration Books as the Owner thereof as of the close of business on the Record Date immediately preceding such Interest Payment Date, by check mailed to the Owner by first class mail at the Owner's address appearing on the Registration Books. At the written request of the Owner of Certificates in an aggregate principal amount of at least $1,000,000, which written request is on file with the Trustee as of the Record Date preceding any Interest Payment Date, the Trustee will pay interest represented by the Certificates by wire transfer in immediately available funds to such account in the United States as is specified in the written request.

The principal and prepayment price represented by any Certificate at maturity or upon prior prepayment is payable in lawful money of the United States of America upon surrender of such Certificate at the Office of the Trustee.

Prepayment*[*]

Optional Prepayment. The Certificates maturing on or before February 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after February 1, 20__, are subject to prepayment prior to their stated maturity, at the option of the City, in whole, or in part by lot, on February 1, 20__, or on any date thereafter, from prepayments of the Installment Payments made under the Installment Sale Agreement from any legally available source of funds of the City, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

***Mandatory Sinking Fund Prepayment*.** The Term Certificates are subject to mandatory prepayment in part by lot, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, without premium, in the aggregate respective principal amounts and on February 1 in the respective years as set forth in the following table; *provided, however,* that if some but not all of the Term Certificates have been prepaid through optional prepayment, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of the Term Certificates so prepaid, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000 (as set forth in a schedule provided by the City to the Trustee).

[*] Preliminary; subject to change.

Term Certificates Maturing
February 1, 20__

Sinking Fund Prepayment Date (February 1)	Principal Amount To Be Prepaid

Selection of Certificates for Partial Prepayment. Whenever provision is made in the Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates of any maturity are called for prepayment, the Trustee will select Certificates of such maturity for prepayment from such maturities as are designated by the City (or if the City fails to designate such maturities, by lot within a maturity). For the purposes of such selection, Certificates will be deemed to be composed of $5,000 portions, and any such portion may be separately prepaid.

Purchase In Lieu of Prepayment. In lieu of prepayment of Certificates as provided in the Trust Agreement, amounts held by the Trustee for such prepayment may, at the written request of the City Representative received by the Trustee at least 75 days prior to the selection of Certificates for prepayment, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

Notice of Prepayment. The Trustee will give notice of prepayment to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, and will cause a notice of prepayment to be posted on the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board, at least 20 days but not more than 60 days prior to the prepayment date. Neither the failure to receive any such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

However, while the Certificates are subject to DTC's book-entry system, the Trustee will be required to give notice of prepayment only to DTC as provided in the letter of representations executed by the City and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of prepayment to the beneficial owners of the Certificates to be prepaid. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any Certificates to be prepaid, of a notice of prepayment or its content or effect will not affect the validity of the notice of prepayment, or alter the effect of prepayment set forth in the Trust Agreement.

Rescission of Prepayment. The City may rescind any optional prepayment of the Certificates, and notice thereof, for any reason on any date prior to the date fixed for such optional prepayment by causing written notice of the rescission to be given to the Owners of the Certificates so called for prepayment. Notice of rescission of optional prepayment will be given in the same manner in which the notice of prepayment was originally given. The actual receipt of notice of such rescission is not a condition precedent to rescission and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. None of the City,

the Corporation, or the Trustee will have any liability to the Owners of any Certificates, or any other party, as a result of the City's decision to rescind an optional prepayment of the Certificates.

Effect of Prepayment. Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Installment Payment Fund, the Certificates will become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, those Certificates will be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, is held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates will cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates will be held in trust for the account of the Owners of the Certificates so to be prepaid, and will be held by the Trustee in cash uninvested.

Book-Entry Only System

The Certificates will be executed and delivered as fully registered certificates, registered in the name of Cede & Co. as nominee of DTC, and will be available to actual purchasers of the Certificates (the "**Beneficial Owners**") in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined in this Official Statement) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See "APPENDIX F – Book-Entry Only System." If the book-entry-only system is no longer used with respect to the Certificates, the Certificates will be registered and transferred in accordance with the Trust Agreement. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS."

Registration, Transfer and Exchange of Certificates

Registration of Certificates. The Trustee will keep or cause to be kept sufficient records for the registration and registration of transfer of the Certificates, which will at all reasonable times upon prior notice be open to inspection by the City and the Corporation during regular business hours; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as provided in the Trust Agreement.

Transfer of Certificates. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Certificate for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate is or Certificates are surrendered for registration of transfer, the Trustee will execute and deliver a new Certificate or Certificates representing the same maturity, interest rate and aggregate principal amount, in any authorized denominations. The City will pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Certificate Owner of any tax or other governmental charge required to be paid with respect to such transfer.

Exchange of Certificates. Certificates may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Certificates representing other authorized denominations of the same interest rate and maturity. The City will pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Certificate during the period established by the Trustee for the selection of Certificates for prepayment, or (ii) the portion of any Certificate which the Trustee has selected for prepayment under the Trust Agreement.

DESIGNATION OF THE CERTIFICATES AS GREEN BONDS – CLIMATE BOND CERTIFIED

Designation

The information set forth below concerning (i) the Climate Bonds Initiative ("**CBI**") and the process for obtaining certification from CBI, and (ii) Kestrel Verifiers in its role as a verifier with respect to the certification of the Certificates as Climate Bond Certified, all as more fully described below, has been extracted from materials provided by CBI and Kestrel Verifiers. Additional information relating to CBI and the certification process can be found at www.climatebonds.net. The CBI website is included for reference only and the information contained therein is not incorporated by reference in this Official Statement. No representation is made by the City regarding the applicability of or suitability of the certification of the Certificates as Climate Bond Certified.

In connection with the Certificates and the Project, the City applied to the CBI for designation of the Certificates as "Climate Bond Certified." CBI is an independent not-for-profit organization that works solely on mobilizing the bond market for climate change solutions. CBI has established a certification program that provides criteria for eligible projects to be considered a Certified Climate Bond. Rigorous scientific criteria ensure that financed activities are consistent with the 1.5 degrees Celsius warming target declared in the 2015 Paris Agreement which exists within the United Nations Framework Convention on Climate Change, to address greenhouse-gas-emissions mitigation, adaptation, and finance. The CBI certification program is used globally by bond issuers, governments, investors and the financial markets to prioritize investments which genuinely contribute to addressing climate change.

The CBI standards use credible, science-based, widely supported guidelines about what should and should not be considered a qualifying climate-aligned investment to assist investors in making informed decisions about the environmental credentials of a bond. In order to receive the CBI certification, the City engaged Kestrel Verifiers, a third-party CBI Approved Verifier, to provide verification to the CBI Certification Board that the Certificates meet the CBI standards and relevant sector criteria. Kestrel Verifiers reviewed and provided verification to CBI, and CBI certified the Certificates as Climate Bonds on _____, 2023. Kestrel Verifiers will also provide a Post-Issuance Report to CBI as to whether the proceeds of the Certificates have been allocated properly.

The terms "Climate Bond Certified" and "Green Bonds" are solely for identification purposes and are not intended to provide or imply that the owners of the Certificates are entitled to any security other than that described under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

The certification of the Certificates as Climate Bonds by the Climate Bonds Initiative is based solely on the Climate Bond Standard and does not, and is not intended to, make any representation or give any assurance with respect to any other matter relating to the Certificates or the Project, including but not limited to the Official Statement, the transaction documents, the City, or the City's management.

The certification of the Certificates as Climate Bonds by the Climate Bonds Initiative was addressed solely to the City and is not a recommendation to any person to purchase, hold or sell the Certificates and such certification does not address the market price or suitability of the Certificates for a particular investor. The certification also does not address the merits of the

decision by the City or any third party to participate in any nominated project and does not express and should not be deemed to be an expression of an opinion as to the City or any aspect of the Project (including but not limited to the financial viability of the Project) other than with respect to conformance with CBI's standards for Certified Climate Bonds.

In issuing or monitoring, as applicable, the certification, CBI and Kestrel Verifiers have assumed and relied upon and will assume and rely upon the accuracy and completeness in all material respects of the information supplied or otherwise made available to CBI and Kestrel Verifiers. CBI does not assume or accept any responsibility to any person for independently verifying (and it has not verified) such information or to undertake (and it has not undertaken) any independent evaluation of any nominated project or the City.

In addition, CBI does not assume any obligation to conduct (and it has not conducted) any physical inspection of any nominated project. The certification may only be used with the Certificates and may not be used for any other purpose without CBI's prior written consent. The certification does not and is not in any way intended to address the likelihood of timely payment of interest when due on the Certificates and/or the payment of principal at maturity or any other date. The certification may be withdrawn at any time in the Climate Bonds Initiative's sole and absolute discretion and there can be no assurance that such certification will not be withdrawn. Any such withdrawal could affect the market price of the Certificates.

Approved Verifier for Third Party Verification of Climate Bond

The City has engaged Kestrel Verifiers to provide a Verification on the Certificates' conformance with the Climate Bond Standard V3.0. Kestrel Verifiers has determined that the projects and activities to be financed with the proceeds of the Certificates satisfy the Climate Bond Standard V3.0 and the Water Infrastructure Sector Criteria (Version 3.2). Accredited as an "Approved Verifier" by the Climate Bonds Initiative, Kestrel Verifiers evaluates bonds against the Climate Bonds Initiative Standards and Criteria in all sectors worldwide. Kestrel's Climate Bond Verifier's Report is attached to this Official Statement as APPENDIX G – "CLIMATE BOND VERIFIER'S REPORT."

The Verification Report of Kestrel Verifiers reflects only the views of Kestrel Verifiers. Any explanation of the significance of the Verification Report may be obtained from Kestrel Verifiers. The City will not be required to file additional information regarding the Project with the EMMA system in the future.

ESTIMATED PAYMENT SCHEDULE

The Installment Sale Agreement requires Installment Payments by the City to the Corporation in an amount equal to the principal of and interest on the Certificates, which have been assigned to the Trustee. Under the Installment Sale Agreement, Installment Payments are due to the Trustee no later than the 5th Business Day preceding each Payment Date. Set forth below is a schedule of estimated annual Installment Payments required under the Installment Sale Agreement with respect to the Certificates, as well as Prior Installment Payments:

Payment Date	Certificates Principal*	Certificates Interest*	Certificates Total*	Prior Installment Payments	Total Payments on Payment Date	Total Annual Fiscal Year Payments*
February 1, 2024	$	$	$	$468,724.63	$	$
August 1, 2024				468,724.63		--
February 1, 2025				468,724.62		
August 1, 2025				468,724.62		--
February 1, 2026				468,724.62		
August 1, 2026				468,724.62		--
February 1, 2027				468,724.62		
August 1, 2027				468,724.62		--
February 1, 2028				468,724.63		
August 1, 2028				468,724.62		--
February 1, 2029				468,724.62		
August 1, 2029				468,724.62		--
February 1, 2030				468,724.63		
August 1, 2030				468,724.62		--
February 1, 2031				468,724.63		
August 1, 2031						--
February 1, 2032						
August 1, 2032						--
February 1, 2033						
August 1, 2033						--
February 1, 2034						
August 1, 2034						--
February 1, 2035						
August 1, 2035						--
February 1, 2036						
August 1, 2036						--
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February 1, 2040						
August 1, 2040						--
February 1, 2041						
August 1, 2041						--
February 1, 2042						
August 1, 2042						--
February 1, 2043						
August 1, 2043						
February 1, 2044						
August 1, 2044						
February 1, 2045						
August 1, 2045						
February 1, 2046						
August 1, 2046						
February 1, 2047						
August 1, 2047						
February 1, 2048						
August 1, 2048						
February 1, 2049						
Totals	$	$	$	$7,499,593.97	$	$

*Preliminary; subject to change.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Nature of the Certificates

General. Each Certificate evidences and represents a direct, undivided fractional interest in the principal component of the Installment Payments due under the Installment Sale Agreement, and the interest component of all Installment Payments (based on the stated interest rate with respect to such Certificate) to accrue from the date of delivery to its principal payment date or prepayment date, as the case may be.

Assignment of Installment Payments to Trustee. Under the Trust Agreement, the Corporation will assign to the Trustee for the benefit of the Certificate Owners substantially all of the Corporation's right, title and interest in and to the Installment Sale Agreement, including, without limitation, its right to receive Installment Payments to be paid by the City. The City will pay Installment Payments directly to the Trustee, as assignee of the Corporation.

Security for Installment Payments

Pledge of Net Revenues of the Wastewater System. Under the Installment Sale Agreement, all Net Revenues and all moneys on deposit in any of the funds and accounts established and held by the Trustee under the Trust Agreement, other than the Costs of Issuance Fund, the Refunding Fund and the Project Fund, are irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments. Such pledge, charge and assignment constitutes a lien on the Net Revenues and such moneys on deposit in such funds and accounts for the payment of the Installment Payments in accordance with the terms of the Installment Sale Agreement, which will be on a parity with the pledge and lien which secures the Prior Installment Payments and any Additional Parity Debt.

The Trust Agreement contains the following definitions related to Net Revenues:

"**Net Revenues**" means, for any period, an amount equal to all Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

"**Gross Revenues**" means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Wastewater System or otherwise arising from the Wastewater System, including but not limited to investment earnings thereon and including Connection Charges; but *excluding* (a) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Wastewater System, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Wastewater System; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

"**Operation and Maintenance Costs**" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with generally accepted accounting principles, including but not limited to the following:

(a) all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Wastewater System in good repair and working order;

(b) all administrative costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums; and

(c) amounts paid by the City under the Joint Powers Agreement as operation and maintenance costs of the Treatment Plant.

"Operation and Maintenance Costs" do not include (i) payments of debt service on any Wastewater System Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, (iii) non-cash items, including non-realized gains and losses reported on investments, non-realized gains and losses reported on pension liabilities and other post-employment retirement benefits, realized gain or loss or other bookkeeping entries of a similar nature, (iv) amortization of intangibles or other bookkeeping entries of a similar nature; and (v) amounts paid by the City under the Joint Powers Agreement as capital costs of the Treatment Plant.

Wastewater Fund. The City has previously established the Wastewater Fund, which the City will continue to hold and maintain for the purposes and uses set forth in the Installment Sale Agreement. The City will deposit all Gross Revenues in the Wastewater Fund immediately on receipt. The City will apply amounts in the Wastewater Fund as set forth in the Installment Sale Agreement, the Trimble Road ISA and any Additional Parity Debt Documents. The City will apply amounts on deposit in the Wastewater Fund to pay when due the following amounts in the following order of priority:

(i) all Operation and Maintenance Costs;

(ii) the Installment Payments, the Prior Installment Payments and all payments of principal of and interest on any Additional Parity Debt;

(iii) any deficiency in any reserve fund established for Additional Parity Debt, the notice of which deficiency has been sent to the City in accordance with the related Additional Parity Debt Documents;

(iv) any other payments required to comply with the provisions of the Installment Sale Agreement, the Joint Powers Agreement, the Trimble Road ISA and any Additional Parity Debt Documents; and

(v) any other purposes described below.

No Preference or Priority. Payment of the Installment Payments, the Prior Installment Payments and the principal of and interest on any Additional Parity Debt will be made without preference or priority. If the amount of Net Revenues on deposit in the Wastewater Fund are at any time insufficient to enable the City to pay when due the Installment Payments, the Prior Installment Payments and the principal of and interest on any Additional Parity Debt, such payments will be made on a pro rata basis.

Other Uses of Net Revenues Permitted. The City will manage, conserve and apply the Net Revenues on deposit in the Wastewater Fund in such a manner that all deposits required to be made under the Installment Sale Agreement as described above will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing, the City may use and apply moneys in the Wastewater Fund for (i) the payment of any subordinate obligations or any unsecured obligations, (ii) the acquisition and construction of improvements to the Wastewater System, (iii) the prepayment of any other obligations of the City relating to the Wastewater System, or (iv) any other lawful purposes of the City.

Budget and Appropriation of Installment Payments. During the Term of the Installment Sale Agreement, the City will adopt all necessary budgets and make all necessary appropriations of the Installment Payments from the Net Revenues. If any Installment Payment requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City contained in this provision of the Installment Sale Agreement are duties imposed by law and it is the duty of each and every public official of the City to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this provision of the Installment Sale Agreement.

Limited Obligation

THE OBLIGATION OF THE CITY TO MAKE THE INSTALLMENT PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE CITY, THE CORPORATION OR THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY, THE COUNTY OR THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY, THE COUNTY OR THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Installment Payment Fund

Establishment. Under the Trust Agreement, the Trustee will establish and maintain a special fund designated as the "Installment Payment Fund," into which the Trustee will deposit all amounts paid to the Trustee for such purpose under the Installment Sale Agreement. Within the Installment Payment Fund, the Trustee will establish separate accounts designated as the "Interest Account," "Principal Account" and "Redemption Account."

All moneys at any time deposited by the Trustee in the Installment Payment Fund will be held by the Trustee in trust for the benefit of the City and the Owners of the Certificates and are pledged to secure the payment of the principal of and interest and premium (if any) represented by the Certificates. This pledge constitutes a lien on and security interest in the Installment Payment Fund and will attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act. So long as any Certificates are Outstanding, neither the City nor the Corporation have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in the Installment Sale Agreement or the Trust Agreement, and such moneys will be used and applied by the Trustee as described below.

Application of Moneys. Except as provided in the sections of the Trust Agreement concerning surplus funds and application of funds following an Event of Default, the Trustee will

apply amounts in the Installment Payment Fund solely for the purpose of paying the principal, interest and prepayment premiums (if any) represented by the Certificates as they become due and payable, in accordance with the provisions of the Trust Agreement, and in the following manner and order of priority:

Interest Account. The Trustee will deposit to the Interest Account on or before the last Business Day of each January and July an amount equal to the amount of interest to be paid on Outstanding Certificates on the next Interest Payment Date. Moneys in the Interest Account will be used to pay interest on the Certificates as it becomes due.

Principal Account. The Trustee will deposit to the Principal Account on or before the last Business Day of each January (in each Bond Year ending on a date on which Certificates mature), an amount equal to the principal amount at maturity plus an amount equal to any mandatory sinking fund redemption requirement of Certificates Outstanding that will mature or be subject to mandatory redemption on the last day of such Bond Year. Moneys in the Principal Account will be used to retire Certificates by payment at their scheduled maturity or to redeem Certificates on their mandatory sinking fund prepayment dates.

Redemption Account. If the City makes an optional prepayment of any installment of principal which is to be applied to prepay Certificates in accordance with the Trust Agreement, and specifying the amount and maturities of Certificates to be redeemed and the optional redemption date, the amount so paid will be credited to the Redemption Account and applied promptly by the Trustee, first, to cause the amounts credited to the Interest Account or the Principal Account of the Installment Payment Fund, in that order, to be not less than the amounts then required to be credited thereto, and, second, to retire Certificates by purchase, redemption or both purchase and redemption in accordance with the City's directions.

Surplus. At the written request of the City any surplus remaining in the Installment Payment Fund, after prepayment and payment of all Certificates, including all premiums and accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, will be withdrawn by the Trustee and remitted to the City to be used for any lawful purpose of the City.

No Debt Service Reserve

No debt service reserve fund will be established for the Installment Payments or the Certificates.

Rate Stabilization Fund

Establishment. Under the Trust Agreement, the City has the right at any time to establish a fund to be held by it and administered in accordance with the Trust Agreement for the purpose of stabilizing the rates and charges imposed by the City with respect to the Wastewater System. From time to time the City may deposit amounts in the Rate Stabilization Fund, from any source of legally available funds, including but not limited to Net Revenues released from the pledge and lien that secures the Installment Payments, the Prior Installment Payments and any Additional Parity Debt, as the City may determine.

Application. The City may, but is not required to, withdraw amounts on deposit in the Rate Stabilization Fund and deposit such amounts in the Wastewater Fund in any Fiscal Year for the purpose of paying the Installment Payments, the Prior Installment Payments or the principal of and interest on any Additional Parity Debt coming due and payable in such Fiscal Year. Amounts so transferred from the Rate Stabilization Fund to the Wastewater Fund in any Fiscal Year constitute Gross Revenues for that Fiscal Year (except for purposes of the issuance of Additional Parity Debt), and will be applied for the purposes of the Wastewater Fund. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not secure the Installment Payments, the Prior Installment Payments or any Additional Parity Debt. All interest or other earnings on deposits in the Rate Stabilization Fund will be retained therein or, at the option of the City, be applied for any other lawful purposes. The City has the right at any time to withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any other lawful purposes of the City.

Current Funding. The City has established a Rate Stabilization Fund for the Wastewater System in Fiscal Year 2022-23, which has a current balance of $2,395,030.

Rates and Charges

Under the Installment Sale Agreement, the City will make the following covenants:

Gross Revenues Covenant. The City will fix, prescribe, and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year, which are at least sufficient, together with amounts transferred from a Rate Stabilization Fund, and taking into account allowances for contingencies, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:

(i) All Operation and Maintenance Costs estimated by the City to become due and payable in the Fiscal Year.

(ii) All Installment Payments, Prior Installment Payments and payments of principal of and interest on any Additional Parity Debt as they become due and payable during the Fiscal Year, without preference or priority.

(iii) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

Net Revenues Covenant. In addition, the City will fix, prescribe, and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year which (together with amounts transferred from a Rate Stabilization Fund, and taking into account allowances for contingencies), are sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Installment Payments, the Prior Installment Payments and all payments of principal of and interest on any Additional Parity Debt coming due and payable during the Fiscal Year.

So long as the City has complied with its obligations as described in the above paragraph, the failure of Net Revenues to meet the threshold described in the above paragraph at the end of a Fiscal Year will not constitute a default or an Event of Default so long as the City has complied with the provisions that are described in the above paragraph at the commencement of the succeeding Fiscal Year.

Issuance of Additional Parity Debt

The City may issue or incur any Additional Parity Debt during the Term of the Installment Sale Agreement upon satisfaction of all of the following conditions:

(a) No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.

(b) The Net Revenues (excluding any amounts derived from a Rate Stabilization Fund), calculated in accordance with generally accepted accounting principles, as shown by the books of the City for the most recent completed Fiscal Year for which audited financial statements of the City are available, or for any more recent consecutive 12-month period selected by the City, in either case verified by an Independent Accountant or a Financial Consultant or shown in the audited financial statements of the City, plus (at the option of the City) any Additional Revenues, are at least equal to 125% of Maximum Annual Debt Service (taking into account the Additional Parity Debt then proposed to be issued).

(c) The City will deliver to the Trustee a written certificate of a City Representative certifying that the conditions precedent to the issuance of such Additional Parity Debt set forth above have been satisfied.

The Trust Agreement defines "**Additional Revenues**" as any or all of the following amounts:

(a) An allowance for Net Revenues from any additions or improvements to or extensions of the Wastewater System to be financed from the proceeds of such Additional Parity Debt or from any other source but in any case which, during all or any part of the most recent completed Fiscal Year for which audited financial statements are available or for any other 12-month period selected by the City, were not in service, all in an amount equal to 100% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which

each addition, improvement or extension is to be in operation, all as shown by the certificate or opinion of a Financial Consultant.

(b) An allowance for Net Revenues arising from any increase in the charges made for service from the Wastewater System which has been adopted prior to the incurring of such Additional Parity Debt but which, during all or any part of such Fiscal Year or such 12-month period, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such 12-month period, all as shown by the certificate or opinion of a Financial Consultant.

Senior and Subordinate Obligations

The City may not issue or incur any additional bonds or other obligations during the Term of the Installment Sale Agreement having any priority in payment of principal or interest out of the Gross Revenues or the Net Revenues over the Installment Payments.

Nothing in the Installment Sale Agreement limits or affects the ability of the City to issue or incur (a) Additional Parity Debt as described above, or (b) obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established under the Installment Sale Agreement.

Insurance

Under the Installment Sale Agreement, the City will at all times maintain with responsible insurers all such insurance on the Wastewater System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Wastewater System. All amounts collected from insurance against accident to or destruction of any portion of the Wastewater System will be used, at the option of the City, either (a) to repair or rebuild such damaged or destroyed portion of the Wastewater System, or (b) to prepay on a pro rata basis the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

The City will also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the City, the Corporation, the Trustee and the Owners of the Certificates.

Any policy of insurance required under this provision of the Installment Sale Agreement may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance.

Sale, Encumbrance or Eminent Domain of Wastewater System

Under the Installment Sale Agreement, the City covenants that the Wastewater System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the City to pay the Installment Payments, the Prior Installment Payments or the principal of or interest on any Additional Parity Debt, or

would materially adversely affect its ability to comply with the terms of the Installment Sale Agreement, the Trimble Road ISA or any Additional Parity Debt Documents.

The City may not enter into any agreement that impairs the operation of the Wastewater System or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments, the Trimble Road Installment Payments or any Additional Parity Debt, or which otherwise would impair the rights of the Certificate Owners or the Trustee with respect to the Net Revenues.

If any substantial part of the Wastewater System is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied on a pro rata basis to prepay the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

Any amounts received as awards as a result of the taking of all or any part of the Wastewater System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, will either (a) be used for the acquisition or construction of improvements and extension of the Wastewater System, or (b) be applied to prepay on a pro rata basis the Installment Payments, the Prior Installment Payments and any Additional Parity Debt on the next available prepayment date.

THE CORPORATION

The Corporation was incorporated on May 16, 1997, under the Nonprofit Public Benefit Corporation Law of the State of California (California Corporations Code Section 5110 et seq.) to assist the City in financing capital improvement projects. The Corporation is governed by a Board of Directors consisting of members of the City Council. Management of the Corporation is facilitated by City staff.

SANTA CLARA CITY GOVERNMENT

Santa Clara operates under a Council/Manager form of government as provided by its Charter, which was adopted in 1951. The Santa Clara City Council consists of a Mayor and six Council members. Elected from the City at-large, the Mayor serves a four-year term. City Councilmembers are elected by district for numbered seats and serve staggered four-year terms. The City Charter limits the Mayor and all Councilmembers to serving two consecutive terms. The City Council, as the legislative body, represents the citizens of Santa Clara and is empowered by the City's Charter to formulate City-wide policy. All powers of the City are vested in the Council except those prohibited by the Constitution of the State of California and the provisions of the City Charter.

The Council is responsible for policy making. It appoints advisory boards, commissions and committees and also appoints the City Manager and City Attorney.

The City Manager is responsible for executing City Council policies and administering City operations.

The City provides a full range of services. These services include police, fire protection and emergency dispatch; electric, water, and sanitary sewer services; the construction and

maintenance of streets and infrastructure; parks and recreational activities and cultural events; planning and zoning; library; cemetery; and general administrative and support services.

THE PROJECT

The City expects to expend proceeds of the Bonds to finance the Project, consisting of the City's share of capital improvements to the Treatment Plant, which is jointly owned and operated by the City and the city of San José ("**San José**"), as further described below. See "CITY OF SANTA CLARA WASTEWATER SYSTEM – History of the Wastewater System."

A portion of the net proceeds of the Certificates will be deposited in the Refunding Fund established under the Trust Agreement and will be used to prepay the City's obligations under the 2020 Installment Sale Agreement, the proceeds of which were used to finance the City's share of prior improvements to the Treatment Plant. See "FINANCING PLAN – Refinancing Plan."

The San José and Santa Clara City Councils adopted a master plan for the Treatment Plant (the "**Plant Master Plan**") in November 2013 and December 2013, respectively. The Plant Master Plan identified more than 100 capital improvement projects totaling over $2.1 billion to be implemented at the Treatment Plant through 2040, the City's share of which is approximately $350 million.

Over the next 10 years from Fiscal Year 2023-24 to Fiscal Year 2032-33, proposed projects in the Plant Master Plan total $752 million, with the City's share being $121 million. The projects identified in the Plant Master Plan are expected to be completed by 2040.

CITY OF SANTA CLARA WASTEWATER SYSTEM

Organization and Administration

The City's Wastewater System is operated as a financially self-supporting municipal utility service. It is organized as a functional division of the City's Department of Water & Sewer Utilities (the "**Department**"). Within the Department, the Sewer Utility operates and maintains the sewer collection system and sewer pump stations (the "**Sewer Utility**"). The Sewer Utility also assists the Street Department in the operation and maintenance of storm pump stations.

The Department also contains the City's water operations, one of the country's only municipal solar energy utilities, and the recycled water system as separate functional divisions that act as completely self-supporting utility services.

The Department's authority and responsibility is derived from the City Charter and City Council ordinances and resolutions. The Department is required to prepare and submit an annual budget for the water, sewer, solar energy and recycled water divisions to the City Council prior to the beginning of each fiscal year and the City Council is required to hold a public hearing on the proposed budget. The City Council adopts the budgets, establishes water and wastewater rate structures, and sets overall policy for the Department. The Director of Water & Sewer Utilities reports to the City Manager.

Management

Gary Welling, Director of Water & Sewer Utilities, has over 30 years of experience working in the water and wastewater fields and has been employed with the City of Santa Clara since July 2016. He was appointed Director of the Water and Wastewater Utilities Department in March of 2018 after serving as the Acting Director beginning in March 2017 and Assistant Director from July 2016 until March 2017.

Mr. Welling manages the activities of the Water, Wastewater, Recycled Water Utilities that includes: 335 miles of water distribution pipelines, 19 active wells, 7 storage tanks, 34 miles of recycled water pipeline, 288 miles of sanitary sewer lines and 8 sewer lift stations. Mr. Welling oversees the preparation of the $70 million operating budget and $49 million capital budgets for Water, Wastewater, and Recycled Water Utilities.

Mr. Welling is responsible for the overall management of the Department of Water and Sewer Utilities and guides the Utilities so that their mission statements are fulfilled. including ensuring compliance with federal and state regulations related to water, recycled water, wastewater, worker safety, labor relations, public contracting rate setting and related matters. He coordinates departmental activities with other City departments and other governmental entities, contractors, developers, wholesale water suppliers, wastewater treatment facilities, joint powers authorities, and the utilities' customers.

He also coordinates and communicates with regional partners regarding policies, including the Santa Clara Valley Water District, San Francisco Public Utilities Commission, South Bay Water Recycling, Bay Area Water Supply and Conservation Agency and the city of San José. Mr. Welling also coordinates with the city of San José on the capital program for the Treatment Plant.

Prior to joining the City, Mr. Welling worked at the city of Santa Monica for over 25 years in various capacities that managed water, wastewater, and storm water utilities including

environmental programs that managed Federal and State hazardous waste and wastewater regulatory programs. Mr. Welling's last eight years with Santa Monica were in the capacity of Assistant Manager of the Water, Wastewater, and Storm Water Utilities.

Mr. Welling has a Bachelor of Science Degree in Business Administration from the University of New Brunswick, and a Master's Degree in Public Administration from California State Northridge. In addition, Mr. Welling has a California Department of Public Health D-5 Distribution Certification, T-2 Water Treatment Certification, State Water Resources Control Board Wastewater Treatment II with a California Water Environment Association Grade IV Environmental Inspector Certification.

Shilpa Mehta, Assistant Director of Water and Sewer Utilities, has over 28 years of experience in the water and wastewater field, with over 22 years with the City of Santa Clara Water and Sewer Utilities, two years with the city of Mountain View, and one year each at the cities of Los Gatos and Milpitas. Ms. Mehta oversees day-to-day management of water, wastewater, recycled water, and solar operations. Ms. Mehta leads and manages engineering functions, capital improvement projects, plan review, and contractors performing work for the Department. She assists with development and oversight of the rate setting process and oversees the biannual Capital Improvement Program (CIP) and Operating budgets. She represents the Department on large CIP projects, including CIP coordination of the capital improvement program for the Treatment Plant.

Ms. Mehta has a Bachelor of Science degree in Civil Engineering and a Master's Degree in Public Administration from San José State University. In addition, Ms. Mehta has a Professional Engineering (PE) license in the State of California, California Department of Public Health D-5 Distribution Certification, T-2 Water Treatment Certification, and CWEA Grade 4 Wastewater Collection System Maintenance Certification.

History of the Wastewater System

Until 1931, the City's sewage was treated in a septic tank and trickling filter plant located within the City. In 1931, the City purchased 236 acres known as Laurelwood Farm for the purpose of constructing a 1.5 million gallon per day ("**mgd**") primary sewage treatment facility, including 160 acres of drying beds. The plant was completed in 1936.

By 1947, the City's sewage load had begun to exceed the capacity of its treatment plant. The City eventually negotiated an agreement to connect to San José's out-fall line (the "**Out-fall Line**"). Under that agreement the City could utilize up to 6.0 mgd of the Out-fall Line's capacity. An engineering study conducted by the City in 1952 determined that unless the City was able to secure additional capacity in the Out-fall Line, an alternative sewage treatment process would be required to keep pace with the City's growth.

The Out-fall Line was modified several times, but continued to be the only method of sewage disposal until San José completed construction of the Treatment Plant as a new 36 mgd primary treatment facility in 1956, which was originally known as the San José Sewage Treatment Plant and subsequently renamed the San José/Santa Clara Regional Wastewater Facility. In 1957-58, the City constructed a force main that connected the City's sewer system to the Treatment Plant.

In 1959 the Treatment Plant was expanded to 54 mgd and the City and San José formed a partnership to own and operate the Treatment Plant by executing an agreement entitled

"Agreement Between San José and Santa Clara Respecting Sewage Treatment," dated May 6, 1959 (the "**1959 Master Agreement**"). The 1959 Master Agreement established the governance of ownership and operation of the Treatment Plant as well as related fiscal and legal issues.

The Treatment Plant has been expanded several times since 1959 and has a current capacity of 167 mgd. (See "– San José/Santa Clara Regional Wastewater Facility and Agreements").

Service Area and Customer Base

The Wastewater System serves the entire area within the City's borders and contains approximately 26,000 service connections. In addition, the City receives wastewater flow from the Cupertino Sanitary District pursuant to a 1985 agreement that currently establishes a 13.8 mgd maximum flow.

Historic Customer Base and Revenues by Customer Class. The following table shows the number of sewer customers by customer class for the last five fiscal years.

Table 1A
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Number of Sewer Accounts by Customer Class
Fiscal Years 2017-18 through 2021-22

Fiscal Year	Single Family Residential	Multifamily Residential	Commercial	Industrial	Institutional	Municipal	Total
2017-18	17,893	5,294	2,438	367	147	97	26,236
2018-19	17,452	5,125	2,326	337	140	101	25,481
2019-20	17,350	5,111	2,386	361	140	101	25,359
2020-21	17,666	5,263	2,420	357	143	99	25,948
2021-22	17,469	5,250	2,367	353	144	99	25,682

Source: City of Santa Clara.

In fiscal year 2021-22, single family and multi-family accounts comprised approximately 57% of Wastewater System rate revenue, with the remaining 43% coming from commercial, industrial, municipal, and institutional customer classes. The following table shows revenues by customer class for the last five fiscal years.

Table 1B
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Revenues by Customer Class
Fiscal Years 2017-18 through 2021-22
(Non-GAAP Cash Basis)

Fiscal Year	Single Family	Multifamily	Commercial	Industrial	Institutional	Municipal	Misc.	Total
2017-18	$8,633,769	$11,650,308	$10,648,966	$3,723,773	$761,986	$353,568	$295,723	$36,068,094
2018-19	8,858,388	15,459,978	7,506,406	2,948,260	953,754	368,180	36,709	36,131,676
2019-20	9,129,882	16,147,939	7,766,505	3,325,330	1,000,849	364,851	81,909	37,817,267
2020-21	9,239,736	16,762,814	6,787,003	2,993,169	929,020	405,791	58,766	37,176,300
2021-22	9,221,417	17,671,630	8,384,175	2,897,757	1,002,907	322,994	68,310	39,569,189

Source: City of Santa Clara.

Top Ten Customers. The following table lists the City's top ten customers based on revenue. The top ten customers accounted for [7.0]% of total Wastewater System revenue in fiscal year 2021-22.

Table 2
CITY OF SANTA CLARA WASTEWATER SYSTEM
Top Ten Customers
Fiscal Year 2021-22

Name	Customer Class	% of Total Revenue
California Paperboard	Manufacturing	1.7%
City of Santa Clara	Municipal	1.2
Prometheus Real Estate MS #2	Residential	1.0
Coresite Coronado Stender, LLC	Commercial	0.6
Kaiser Permanente	Health Care	0.5
The Irvine Company, LLC	Real Estate	0.5
Santa Clara University	Education	0.5
Great America	Entertainment	0.5
Santa Clara Square, LLC	Residential	0.5
[_____]	[___]	[___]
TOTAL		[7.0]%

Source: City of Santa Clara.

Wastewater System Physical Assets

Physical assets of the Wastewater System include:

- The Treatment Plant, which is jointly owned by the City and San José. The City's portion is currently approximately 19% and is based on the ratio of assessed value of all property in the two respective cities.

- 288 miles of sewer line ranging in size from 4 to 48 inches in diameter.

Historical Wastewater Flow

The following table sets forth the volume of wastewater collected by the Wastewater System and pumped to the Treatment Plant in the prior ten fiscal years. The State of California and the City have been experiencing more frequent and extended periods of drought. Combined with the advent of increased water conservation, water demand per capita continues to decline. Also, high water efficiency developments such as high-density housing are replacing manufacturing businesses in the City. These more water-efficient developments have contributed to the decline in daily sewer flows.

Table 3
CITY OF SANTA CLARA WASTEWATER SYSTEM
Average Daily Flow
(mgd)

Fiscal Year	Average Daily Flow [(1)]
2012-13	15.3
2013-14	15.1
2014-15	14.5
2015-16	13.8
2016-17	13.2
2017-18	14.1
2018-19	13.7
2019-20	13.7
2020-21	13.0
2021-22	13.2

(1) Average daily flow is calculated using State Water Resources Control Board's methodology for Revenue Programs.

Source: City of Santa Clara.

WASTEWATER RATES

Financial planning and wastewater rate setting are provided by the Department in coordination with the Department of Finance. In addition, the Department establishes financial policies and recommends rates and fees. Wastewater rates are set to recover the direct and indirect costs of service.

Authority

The City Municipal Code authorizes the City Council, by resolution, to establish and amend the monthly sewer service charges. Certain limitations mandated by Proposition 218 have been imposed on the City in connection with increases in monthly sewer service charges. Proposition 218 was passed in November 1996 and limits the fees and charges that the City may impose as a cost of providing service. See "RISK FACTORS – Articles XIIIC and XIIID of the California Constitution."

Billing and Delinquencies

Billing. The sewer service charges (the "**Sewer Service Charges**") are billed monthly to users on a combined utility bill. The Municipal Services Division of the Department of Finance is responsible for the combined municipal services bill for water, sanitary sewer, and electric services. Payment of a regular bill is due 21 days after the bill issuance date. If payment is not received within three days after the due date, a late payment charge may be assessed to the outstanding account balance. The late payment charge is equal to the greater of $10.00 or 1.5% of the outstanding balance. A second bill/turnoff notice is sent 30 days from the issuance date of the original bill. If payment is not received within twelve days from the issuance date of the second bill/turnoff notice, a 48- hour turnoff notice is sent to the customer. If payment is not received within seven days following the date of the 48-hour turnoff notice, the City may install a water trickler, which reduces the flow of water to the residence, and discontinue electric service. The City may also discontinue water service to the premises and assess a water reconnection fee of $168.00. The total amount of the bill, including all fees, is collected before any discontinued services are restored.

During the COVID-19 pandemic, the City relaxed its collection activities, stopping the distribution of 48-hour turnoff notices and not sending past due accounts to collections. As of April 2023, the collections activities mentioned above have restarted. During Fiscal Year 2021-22, the City applied for and received $349,927 from the State Water Resources Control Board - California Water and Wastewater Arrearages Program: Wastewater Arrearages Program. These monies were used to assist wastewater customers with past due accounts.

Historical Delinquency Rates. The following table shows historical uncollectible and delinquency percentages for the City's residential Sewer Service Charges for the past eight fiscal years. Residential accounts represent 57% of Wastewater System rate revenue.

Table 4
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Residential Delinquencies

Fiscal Year	Fiscal Year Total Billings	Fiscal Year Delinquencies	Fiscal Year Delinquency Percentage
2014-15	$32,556,761	$4,068	0.01%
2015-16	36,156,312	1,400	0.00%
2016-17	38,726,015	15,403	0.04%
2017-18	37,426,639	14,826	0.04%
2018-19	39,050,201	12,434	0.03%
2019-20 (1)	39,664,614	4,596	0.01%
2020-21 (1)	38,974,905	10,679	0.03%
2021-22 (1)	40,867,934	56,989	0.14%

(1) Delays in collection and enforcement activities were realized during the COVID-19 pandemic.

Source: City of Santa Clara.

Rate Setting Process

The City currently recovers the cost of operating, maintaining, repairing, replacing and expanding the Wastewater System through user fees and interest earnings. The City charges the following fees related to the Wastewater System:

- Monthly Sewer Service Charges (see "– Sewer Service Rate Structure")
- Various connection fees (see "– Connection Fees")

The City's practice is to evaluate its rate structure and take appropriate action [every year]. The City's current rate structure for Fiscal Year 2023-24 was adopted by the City Council on June 6, 2023, pursuant to Resolution No. 22-9110, in compliance with Proposition 218. See "RISK FACTORS – Articles XIIIC and XIIID of the California Constitution."

The City is in the process of reviewing its rate structure and anticipates rate increases in each of the subsequent fiscal year. See "WASTEWATER SYSTEM FINANCIAL INFORMATION – Pro Forma Projection of Revenues, Expenses and Debt Service Coverage."

Sewer Service Rate Structure

The City's current sewer service rates are shown in the tables below.

Residential. Residential charges are assessed a flat rate per dwelling unit.

Table 5
CITY OF SANTA CLARA WASTEWATER SYSTEM
Monthly Sewer Service Charge
Residential
(as of July 1, 2023)

Category	Monthly Charge
Single Family per Dwelling Unit (including mobile homes)	$48.28
Multiple Dwelling Structures per Dwelling Unit (without master meters)	45.88

Source: City of Santa Clara.

Commercial, Industrial and Miscellaneous. For all users in the City other than Residential and Major Commercial and Industrial Users (as defined herein), monthly service charges are determined by classification, according to the North American Industrial Classification System, but will not be less than a minimum of $48.28.

Table 6
CITY OF SANTA CLARA WASTEWATER SYSTEM
Monthly Sewer Service Charge
Commercial, Industrial and Miscellaneous
(as of July 1, 2023)

Description of Use	Service Charge ($/HCF) [1]	Sewage Volume as a Percentage of Metered Water Use [2]
Food and Kindred Products	$13.45	70%
Paper	13.82	80
Industrial Chemical	10.02	90
Metal Plating	4.50	90
Machinery Manufacturers	8.16	90
Electric & Electronic Equip.	5.55	90
Auto Dealers & Service Station	6.76	90
Restaurants	13.70	90
Motels & Hotels	7.09	90
Laundries	6.02	90
Repair Shops & Car Washes	5.15	90
Amusement Parks	6.15	90
Hospitals & Convalescent Homes	6.72	90
Schools & Colleges	6.54	24
Churches	5.55	35
All Other	5.87	90

(1) HCF is the volume of sewage measured in hundred cubic feet, equal to 748 gallons.

(2) The volume of sewage usage is based upon a fixed percentage of water usage as noted or based on standard methods acceptable to the City's Director of Water & Sewer Utilities.

Source: City of Santa Clara.

It should be noted that, for these non-residential users, declines in water usage could lead to declines in wastewater revenues.

Major Commercial and Industrial Users. Major Commercial and Industrial Users are those having (1) a sewage discharge of at least 25,000 gallons per day, or (2) having a daily discharge which is intermittent or irregular in strength, amount, or nature.

Table 7
CITY OF SANTA CLARA WASTEWATER SYSTEM
Monthly Sewer Service Charge
Major Commercial and Industrial
(as of July 1, 2023)

Type of Charge	Annual Capital Cost Recovery	Operating and Maintenance Cost Recovery
Volume	$ 1,147,617 per mgd of flow capacity	$3,315 per million gallons
Biochemical Oxygen Demand [(1)]	$ 85,145 per 1,000 lbs. per day of removal capacity	$502 per 1,000 lbs.
Suspended Solids [(2)]	$ 77,042 per 1,000 lbs. per day of removal capacity	$625 per 1,000 lbs.
NH3 (Ammonia) [(3)]	$466,740 per 1,000 lbs. per day of removal capacity	$5,125 per 1,000 lbs.

(1) Biochemical Oxygen Demand ("**BOD**") is the quantity of oxygen utilized in the biological oxidation of organic matter under standard laboratory conditions for 5 days at a temperature of 20 degrees Centigrade. The determination of the charge for BOD is as follows: BOD in parts per million x 8.34 x volume in million gallons = pounds of BOD.

(2) Suspended Solids either float on the surface or is in suspension in sewage, as determined by laboratory filtering. The determination of the charge for Suspended Solids is as follows: Suspended Solids in parts per million x 8.34 x volume in million gallons = pounds of Suspended Solids.

(3) NH3 (Ammonia) is that form of nitrogen in the tri-negative oxidation state, which is chemically definable as the compound NH3. The determination of the charge for Ammonia is as follows: NH3 in parts per million x 8.34 x volume in million gallons = pounds of Ammonia.

Source: City of Santa Clara.

Historical Single-Family and Multi-Family Residential Sewer Service Charges. The following table shows historical residential Sewer Service Charges for the last ten fiscal years:

Table 8
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Residential Sewer Service Charges

Fiscal Year	Charge per Month Single Family Residential	% Change	Charge per Month Multi-Family Residential	% Change
2013-14	$33.00	13.0%	$33.00	13.0%
2014-15	34.65	5.0	34.65	5.0
2015-16	37.94	9.5	37.94	9.5
2016-17	41.65	9.7	41.65	9.7
2017-18	41.65	0.0	41.65	0.0
2018-19	42.91	3.0	42.91	3.0
2019-20	44.07	2.7	44.07	2.7
2020-21	44.53	1.0	44.53	1.0
2021-22	44.53	0.0	44.53	0.0
2022-23	46.82	5.1	44.69	0.3
2023-24	48.28	3.1	45.88	2.7

Source: City of Santa Clara.

*Comparative Residential Sewer Service Charge*s. The following table includes the City's monthly Sewer Service Charges for fiscal year 2021-22 and a comparison to surrounding communities.

Table 9
CITY OF SANTA CLARA WASTEWATER SYSTEM
Fiscal Year 2021-22 Comparative Monthly Charges
(Single-Family Residential)

Agency	Sewer Service Charge
Union Sanitary District	$44.18
City of Palo Alto	$44.62
City of San José	$45.49
Cupertino Sanitary District	$58.29
City of Mountain View	$50.10
City of Santa Clara	**$46.82**
City of Milpitas	$62.07
West Valley Sanitation District	$57.65
City of Sunnyvale	$57.19
Redwood City	$89.28
Foster City	$127.06
City of San Carlos	$116.77

Source: City of Santa Clara.

Connection Fees

The City charges connection fees pursuant to the City Municipal Code. These fees are considered development impact fees and are subject to the limitations of California Government Code Sections 66000-66003 ("**AB1600**"). Among the requirements of AB1600 are that the city establish a "nexus" or connection between a development project or class of project and the public improvement being financed with the fee, and properly account for the fees so that they are used for the intended purpose. The various fees listed below (collectively, the "**Connection Fees**") are included within the definition of gross revenues and are pledged to the payment of the Installment Payments to the extent permitted by law.

Sanitary Sewer Outlet Fee. Developers pay the City a sanitary sewer outlet charge ("**Sanitary Sewer Outlet Fee**"). The revenue from the Sanitary Sewer Outlet Fee is used for the acquisition, construction, reconstruction, maintenance, and operation of off-site sewerage facilities, and to repay principal and interest on bonds issued for the construction and reconstruction of such sewerage facilities.

Sanitary Sewer Connection Fee. The sanitary sewer connection fee is applied whenever a property is either (1) initially connected to the Wastewater System or (2) requires a new connection to the Wastewater System or (3) involves a change in land use or development on the real property that results in an increase of sewage to the Wastewater System.

In addition, for nonresidential and industrial customers, if the actual daily average wastewater discharge volume exceeds the assigned sewer capacity, the payment of an excess use fee will be required. The purpose of the sanitary sewer connection fee is to pay capital and debt retirement costs associated with the sewage treatment facilities that are allocated to unused or future capacity.

Sanitary Sewer Conveyance Fee. The City's sanitary sewer conveyance fee is intended to capture the cost of sewer flow rate generated by new development. This fee is based directly on the potential sewer discharge volumes of the proposed land uses. Because the purpose of this fee is to finance conveyance capacity within the City, and the proceeds of the Certificates will be used to fund the City's contribution to the Treatment Plant, it is not clear whether these revenues would be available to pay debt service on the Certificates. As a result, in an abundance of caution, these revenues are excluded from Revenues in the analysis contained in this Official Statement.

Historical Connection Fees. The City's revenue from these connection fees is shown on the following table.

Table 10
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Connection Fee Revenues

	2017-18	2018-19	2019-20	2020-21	2021-22
Sanitary Sewer Outlet Fee	$ 244,593	$ 242,488	$ 299,980	$ 199,286	$ 420,456
Sanitary Sewer Connection Fee	1,625,820	2,303,752	1,124,123	1,007,031	1,389,253
Sanitary Sewer Conveyance Fee	4,136,935	6,916,161	4,079,586	3,126,854	5,214,338
Total	**$6,007,348**	**$9,462,401**	**$5,503,689**	**$4,333,171**	**$7,024,047**

Source: City of Santa Clara.

SAN JOSÉ-SANTA CLARA
REGIONAL WASTEWATER FACILITY AND AGREEMENTS

General

Description and Location. The Treatment Plant is a regional advanced wastewater treatment plant that serves eight cities and four sanitation districts. The Treatment Plant is located on a 2,600-acre site in the Alviso area of San José, approximately six miles from downtown San José and five-and-a-half miles from downtown Santa Clara. Within a two-mile radius, the plant is surrounded by rural-agricultural development.

The 2,600-acre Treatment Plant site includes a 175-acre wastewater processing area, a 750-acre sludge-drying area, and an 850-acre former salt production pond. The remaining 825 acres consist of open land that buffers adjacent communities from odors and hazardous operations. The "bufferlands" were purchased over the past 50 years to provide a buffer that limits the community's exposure to odors emanating from the Treatment Plant's treatment processes, limit risk in the event of an accidental chemical release, support compliance with the NDPES Permit (as hereinafter defined), and protect existing biological resources.

In 2023, San José and the City approved a conservation easement in favor of the Santa Clara Habitat Agency for 201 acres to protect habitat for the Western Burrowing owl in the coming months. The Western Burrowing owl is federally protected by the Migratory Bird Treaty Act in the U.S. and Mexico, and is listed as endangered, threatened, or as a Species of Concern in nine states, including California, where it is considered a Species of Special Concern by the California Department of Fish and Game. Under the Santa Clara Valley Habitat Plan, the City may dedicate a conservation easement over land within a target conservation area in lieu of paying development fees that would otherwise be required for certain construction projects.

Approximately 80% of the treated water from the Treatment Plant is piped to an outfall channel in the vicinity of the Treatment Plant. From there, it flows to Artesian Slough, through Coyote Creek, and eventually into the South San Francisco Bay. The remaining 20% of the treated water flows to the South Bay Water Recycling Program System. The Treatment Plant operates pursuant to a National Pollutant Discharge Elimination System ("**NPDES**") permit issued by the State of California Water Quality Control Board (the "**NPDES Permit**").

Capacity and Average Flow. The Treatment Plant has an average five-day dry weather flow design capacity of 167 million of gallons per day ("**mgd**") and a peak wet weather flow design capacity of 261 mgd. For 2021, the average dry weather influent flow and average dry weather effluent flow were 97 mgd and 75 mgd, respectively.

History. Initially completed in 1956 as a primary treatment plant with a capacity of 36 mgd, the Treatment Plant served San José when it was a relatively small agricultural community known mostly for its farms and orchards. In 1959, capacity of the Treatment Plant was expanded to 54 mgd.

San José and the City formed a joint operating entity in 1959 and share ownership through their membership in that entity. Under the terms of the 1959 Agreement, San José acts as the administering agency for the Treatment Plant, with authority and responsibility for operating the facility and determining annual operating and capital costs. San José's Environmental Services Department ("**ESD**") is responsible for planning, designing and constructing new wastewater treatment and water reuse facilities.

A secondary treatment plant was completed in 1964, and minor additions were made in 1965, 1966 and 1968. The next major expansion in 1970 provided additional primary, secondary and chlorination facilities. In early 1979, the advanced wastewater treatment facilities, including nitrification and filtration processes, were completed. In December 1986, the present 167 mgd advanced wastewater treatment plant was placed in operation.

Service Area and Tributary Agencies

The Treatment Plant currently receives and treats wastewater from a service area covering approximately 300 square miles, including the entire City, with a population of approximately 1.4 million.

Tributary Agencies. The Treatment Plant provides wastewater treatment services to other agencies in the service area (the "**Tributary Agencies**" and together with the Owners, the "**Member Agencies**"), under long-term contracts expiring in 2031. The Tributary Agencies are the city of Milpitas, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and County Sanitation District No. 2-3. West Valley Sanitation District provides wastewater services within the cities of Campbell, Los Gatos, Monte Sereno, and Saratoga. Cupertino Sanitary District serves the city of Cupertino and portions of the cities of Saratoga, Sunnyvale and Los Altos and the Burbank Sanitary District provides wastewater services within the greater San José unincorporated metropolitan area. County Sanitation District No. 2-3 is a county sanitation district in the metropolitan area of San José that provides wastewater services to the unincorporated county areas of the Alum Rock and County Fairgrounds neighborhoods. Tributary Agencies represent approximately 21.5% of flow to the Treatment Plan, 21.5% of contributions to operation and maintenance costs, and 16% of contributions to capital costs.

Of the Treatment Plant's total five-day average dry weather flow design capacity of 167 mgd of influent, the Tributary Agencies collectively hold rights to 35.211 mgd (or approximately 21% of total dry weather flow design capacity) and the remainder is shared by San José and the City on a pro rata basis determined on an annual basis by the ratio of each city's annual assessed valuation to the sum of both cities' assessed valuations. As of June 30, 2022, the City and the City of Santa Clara held dry weather flow design capacity rights in the Treatment Plant of 106.141 mgd (or approximately 64% of total dry weather flow design capacity) and 25.648 mgd (or approximately 15% of total dry weather flow design capacity), respectively.

Treatment Plant Agreements. The 1959 Master Agreement was the original agreement that grants the City co-ownership rights to the Treatment Plant, including a share of the capacity of the Treatment Plant. On March 1, 1983, the 1959 Master Agreement was superseded through the simultaneous execution of three separate master agreements between San José and the City and three separate outside member agencies including the city of Milpitas, the Cupertino Sanitary District and the County Sanitation District No. 2-3 (collectively, the "**1983 Master Agreements**") The Burbank Sanitary District and West Valley Sanitation District are also party to similar, separate agreements governing their rights and responsibilities with respect to the Treatment Plant but do not have voting rights. The primary purpose of executing the 1983 Master Agreements was to codify existing arrangements between the parties to the 1983 Master Agreements for treatment services and establishing treatment capacities of each party. As a result of the 1983 Master Agreements, the Treatment Plant (i) developed a method for cost sharing with each party of the 1983 Master Agreements (ii) developed a method of sharing ownership of Treatment Plant lands between San José and the City, (iii) added additional members to the San

José/Santa Clara Treatment Plant Advisory Committee and (iv) extended the expiration of the relationship established by the 1959 Master Agreement until 2031.

In addition, the 1983 Master Agreements:

- terminate in 2031, but provide that if, for any reason, the 1983 Master Agreements are not renewed in 2031, the City will have the right to continue discharging to the Treatment Plant, provided that all payments of the City's share of Treatment Plant costs are made, but all other rights of the City under the 1983 Master Agreements will cease. Negotiations are beginning that would extend the 1983 Master Agreements to 2065 or beyond and in addition, clarify the responsibilities of the member agencies to contribute to revenues and repay any debt incurred in connection with the Treatment Plant.

- obligate the City to adopt and enforce ordinances, resolutions, rules, and regulations to conform to the industrial waste ordinance of San José concerning the type and condition of discharge that would be detrimental to the Treatment Plant;

- set up a mechanism for the City to acquire or dispose of "excess pooled capacity" and to acquire additional capacity rights if the Treatment Plant expands;

- specify that the City may sell, grant, assign or otherwise transfer the 1983 Master Agreements to any corporation, district or governmental organization; and

- obligate the City to make payments associated with future improvements at the Treatment Plant, including related debt service costs.

1983 Master Agreements Amendments. Since 1983, the Master Agreements have been amended four times. The first amendment occurred in 1985 to address the First Stage Expansion and Intermediate Term Expansion of the Treatment Plant from 143 mgd to 167 mgd. The Amendment was called the "First Amendment to the Master Agreement for Wastewater Treatment between the City of San José, the City of Santa Clara, and the City of Milpitas." Only the city of Milpitas increased its participation in the additional Treatment Plant capacity, with the remaining additional capacity split between San José and the City. The other Tributary Agencies did not increase their capacity in the expanded 167 mgd plant.

In November 1995, a second amendment to the Master Agreements was made that incorporated minor restatements to the First Amendment or the "First Amended Master Agreement", including revisions to the First Stage Expansion, the Intermediate Term Expansion, and incorporated a new $140 million Water Recycling Program.

In August 2006, the Master Agreements were amended for a third time and is called the "Third Amendment to the Master Agreement for Wastewater Treatment." This amendment incorporated the sale of 1 mgd of treatment capacity by the West Valley Sanitation District to the city of Milpitas.

In August 2009, the Master Agreements were amended for a fourth time and is known as the "Fourth Amendment to the Master Agreement." This amendment incorporated the sale of 0.75 mgd of treatment capacity by the Cupertino Sanitary District to the city of Milpitas.

Treatment Plant Capacity Rights. The following table shows the respective capacity rights of San José, the City and the Tributary Agencies under the Master Agreements as of June 30, 2022.

Table 11
TREATMENT PLANT
Capacity Rights
Fiscal Year 2021-22

Entity	Allocated Percentages[(1)]	Treatment Plant Flow[(2)] MGD	Treatment Plant Flow[(2)] % of Total MGD
City of San José	80.539%	106.141	63.557%
City of Santa Clara	19.461	25.648	15.358
Subtotal:	100.000%	131.789	78.915%
West Valley Sanitation District		11.697	7.004%
Cupertino Sanitary District		7.850	4.701
City of Milpitas		14.250	8.533
County Sanitation District 2-3		1.014	0.607
Burbank Sanitary District		0.400	0.240
Subtotal:		35.211	21.085%
Grand Total:		167.000	100.000%

(1) Represents percentage of capacity rights held by San José and the City in excess of capacity rights of the Tributary Agencies.

(2) Represents dry weather flow.

Source: City of San José.

Treatment Plant Litigation

The Tributary Agencies filed suit in 2018 against San José and the City, alleging that the Tributary Agencies had been subject to overcharges over the course of many years for operating and maintenance expenses, as well as overcharges relating to capital projects. San José and the City deny the allegations. Potential exposure could include refund or credits in the amount of the disputed operation and maintenance expenses, as well as increased capital project expense for San José and the City. The jury trial began on April 10, 2023 and ended on June 6, 2023 with a defense verdict in favor of the City. The Parties are currently engaged in post-trial tasks.

Operation and Maintenance Costs; Capital Costs

Operation and maintenance costs and capital expenditures of the Treatment Plant are estimated annually by the San José ESD. These estimates are reviewed, adjusted, and recommended as a proposed budget for the Treatment Plant by the San José/Santa Clara Treatment Plant Advisory Committee ("**TPAC**") to the City Council of San José, as the administering agency. TPAC is comprised of elected or appointed officials from San José, the City and the Tributary Agencies, who meet monthly to review and approve these estimates.

TPAC advises both the cities of San José and Santa Clara on operation, maintenance, repair, and improvement of the Treatment Plant, and the development and administration of

related programs and policies. In addition, TPAC advises on administrative matters including amendments to contracts and agreements, selling interests in the Treatment Plant to entities other than San José and the City, entering into contracts with entities desiring to use the Treatment Plant on a rental or other basis, the type and amount of insurance to be purchased, and rental rates to be charged to Tributary Agencies for use of the Treatment Plant. The City Council of San José reviews and adopts the proposed Treatment Plant budget during its annual budget deliberations.

Operations and Maintenance costs are allocated to Tributary Agencies proportionally based on each agency's reported flow and strength which includes data from residential, commercial, institutional, and industrial properties. The City and San José also report their flow and strength data from the same type of properties.

Costs for capital improvements to the Treatment Plant are allocated to the Tributary Agencies based on each Tributary Agency's contractual capacity in the Treatment Plant. The remainder of the costs for capital improvements and costs for operations and maintenance of the Treatment Plant are shared between the City and San José based on their respective annual assessed property value relative to the total annual assessed value in their jurisdictions. The Tributary Agencies are required to make payments to San José for their share of Operations and Maintenance costs and capital costs of the Treatment Plant on a quarterly basis. All of the Tributary Agencies are current on their payment obligations to San José.

Operations and Maintenance costs are allocated according to the following percentages for Fiscal Year 2021-22 (which in the experience of San Jose have not been subject to material fluctuation). The percentages below may not correspond directly to capacity rights in Table 11 because capacity rights are just one factor in the determination of allocations of Operation and Maintenance Costs.

Table 12
TREATMENT PLANT
Allocations of Estimated Operations and Maintenance Costs
(Fiscal Year 2021-22)

Entity	**Allocated Percentage**
San José	63.18%
Santa Clara	**15.27**
Subtotal	78.45%
West Valley Sanitation District	9.20%
Cupertino Sanitary District	5.57
City of Milpitas	5.58
County Sanitation District No. 2-3	0.97
Burbank Sanitary District	0.23
Subtotal	21.55%
Total	100.00%

Source: City of San José.

As shown in the table above, the City's share of operations and maintenance costs was approximately 15.27% of the total cost in fiscal year 2021-22. During the fiscal years 2018-19 through 2022-23, the City paid operation and maintenance costs related to the Treatment Plant of $15,803,283, $17,008,916, $17,142,900, $19,009,444, and $19,567,920, respectively.

Treatment Plant Capacity

The Treatment Plant's treatment capacity is allocated to each agency based on peak five-day dry weather flow, also referred to as the "peak week flow." To determine peak week flow, San José reviews influent data to determine the five-day period of interest during the months of June through October and requests the City and the Tributary Agencies provide their average flow for the identified peak week. Based on this calculation, San José's calculated peak week flow may not match the City's highest dry weather flows.

For fiscal year 2021-22, the average flow of the Treatment Plant was 84.1 mgd and the peak flow was 92.080 mgd.

The City's current entitlement for flow and wastewater strength parameters is set forth as follows:

Flow (mgd)	Biochemical Oxygen Demand (k lbs/day)	Suspended Solids (k lbs/day)	NH3 (Ammonia) (k lbs/day)
25.656	90.680	80.521	7.995

Treatment Plant Capital Improvement Plan

Estimated Capital Improvement Plan Costs. Based on information provided by San Jose, a five-year capital improvement plan is updated annually for the Treatment Plant (the "**Treatment Plant CIP**"). The current Treatment Plant CIP totals approximately $607 million for Fiscal Year 2023-24 through Fiscal Year 2027-28. The City's share of the Treatment Plant CIP is approximately $98 million, or 16.15%, for the five-year period from Fiscal Year 2023-24 through Fiscal Year 2027-28.

Table 13
Historical and Projected
City Share of Treatment Plant
Capital Improvement Program

Fiscal Year	City Share Percentage	City Share Amount	Total Treatment Plant Expenditures
2018-19	16.06%	$15,665135	$98,896,054
2019-20	15.71	49,832,221	317,200,643
2020-21	15.38	9,952,101	64,708,069
2021-22	15.97	37,645,683	236,319,416
2022-23	15.74	13,815,517	88,170,000
2023-24*	15.92	12,426,484	78,046,000
2024-25*	15.91	14,297,703	89,851,000
2025-26*	16.04	10,016,045	62,444,000
2026-27*	16.61	25,771,132	155,173,000
2027-28*	16.03	35,502,701	221,486,000

*Fiscal years 2023-24 through 2027-28 are projected and subject to change.

Source: City of San José.

Capital Improvement Plan Projects. The capital improvement projects in the Treatment Plant CIP will repair, replace, and upgrade the facilities and treatment processes at the Treatment Plant. The capital projects generally include replacing and upgrading the Treatment Plant's electrical system, digester rehabilitation, digester gas line replacement, aeration tank and blower improvements, new headworks, filter rehabilitation, yard piping, outfall channel and instrumentation improvements, energy generation improvements, digested sludge dewatering facility, nitrification clarifiers rehabilitation, storm drain system improvements and other plant infrastructure improvements.

Specific future projects included in the early years of the Treatment Plant CIP are further described below.

Nitrification Clarifier Rehabilitation Phase 1. This project includes phased rehabilitation of the 16 nitrification clarifiers at the Treatment Plant and is anticipated to be substantially completed by September 2023.

New Headworks. This project consists of the construction of a new headworks facility to serve as the Treatment Plant's long-term duty headworks, where large screens remove debris such as sticks, rocks, trash, and rags, after which wastewater then flows to grit chambers that remove heavier objects like sand and gravel. This project is anticipated to be substantially completed in September 2023.

Yard Piping Improvements. Phase 2 of this project consists of rehabilitating six high priority pipes by utilizing concrete crown repair, epoxy coating, cured-in-place pipe, and carbon fiber-reinforced polymer, including construction of containment walls at three structures to prevent overflow due to future sea level rise. Phase 2 is anticipated to be completed by October 2023.

Storm Drain System Improvements. This project consists of improving the existing storm drain system by rehabilitating storm water pump stations, pipes, manholes, catch basins, and

other components. The upgrades will protect the Plant's critical infrastructure and equipment during a 10-year through 100-year storm events. The project is anticipated to be completed by December 2023.

Filter Rehabilitation. This project includes rehabilitation of structural, mechanical, electrical, and instrumental elements of the filtration system at the Treatment Plant. This project is anticipated to be completed in the July of 2024.

Digested Sludge Dewatering Facility. This project consists of the construction of a new mechanical dewatering facility and support systems to replace the existing open-air sludge lagoons and open air solar drying beds at the Treatment Plant. This project is anticipated to provide the Treatment Plant with the flexibility to respond to regulatory changes governing the allowable disposal of treated biosolids. The project is anticipated to be completed by October 2025.

WASTEWATER SYSTEM FINANCIAL INFORMATION

Wastewater System Capital Improvement Program

The Capital Improvement Program Budget for the Wastewater System (the "**Wastewater CIP**"), the 5-year financial plan and associated sewer rates are updated on an annual basis through a coordinated process between the Department of Water & Sewer Utilities and the Department of Finance. The Departments of Water & Sewer Utilities and Finance have a long-standing practice of recommending rates necessary to maintain the Wastewater System and Treatment Plant in a fiscally responsible manner. The financial forecast and associated sewer rates are reviewed each year by City staff and recommendations are made to the City Council. Wastewater System rates are set by the City Council in accordance with Article XIIID of the California Constitution and other applicable law.

The Fiscal Years 2023-24 through 2027-28 Wastewater CIP totals approximately $120 million. In general, the Wastewater CIP includes projects for system studies, modifications and expansions at the Treatment Plant, odor control facilities, new sewer mains, lift stations, rehabilitation and replacement, condition assessment, and capacity improvements of sewer mains throughout the Wastewater System.

The total Wastewater CIP, including the City's contributions to the Treatment Plant, for the most recently completed fiscal year and the following four fiscal years is shown on the following table.

Table 14
CITY OF SANTA CLARA WASTEWATER SYSTEM
Annual Budgeted CIP

Fiscal Year	Amount
2022-23	$43,362,258
2023-24	15,255,973
2024-25	17,127,192
2025-26	12,525,534
2026-27	29,000,621

The current 5-year Wastewater CIP is expected to be funded with current cash, a portion of the proceeds of the Certificates, and future revenues of the Wastewater System.

Wastewater System Funds

The City maintains the following funds for the Wastewater System, which together are reported as the Sewer Utility Enterprise Fund in the City's Annual Comprehensive Financial Report:

Operating Fund. The Department's operating fund receives monthly revenue from user fees and other charges and is utilized to pay the day-to-day operating and maintenance expenses of the Wastewater System. Wastewater revenues do incur some seasonal variation, but in general are relatively stable.

1. Offset any variability of wastewater revenues;

2. Pay emergency maintenance and repairs; and

3. Pay expenses resulting from a natural disaster.

Fund levels may be drawn down to a level below the target level for a limited period to offset an unexpected loss of revenue or increase in operating expenses due to an economic downturn, unforeseen increased costs, emergency repairs, major equipment replacement, or a natural disaster. The use of reserves to cover operating budget shortfalls should be limited to no greater than three consecutive fiscal years.

After a period where reserves are utilized, reserves are to be replenished within three to five years. Reserves are replenished by controlling costs and/or increasing user rates and fees by a sufficient amount to rebuild reserves within the specified period.

Construction Fund. The construction cash account is used to pay for capital projects. Revenue credited to the construction cash account generally consists of grants, fees, reimbursements, and transfers from the operating cash account. The target level for the construction cash account is dependent on the level of anticipated funding requirements for the Wastewater CIP. The construction cash account must have funds at least equal to the budgeted projects to date for which money has been allocated but not spent.

The City maintains a separate account within the Construction Fund to track its revenues from its Sanitary Sewer Outlet Fee, Sanitary Sewer Connection Fee, and Sanitary Sewer Conveyance Fee.

Wastewater System Reserves

The City maintains various reserves to cover shortfalls in operating revenues, address unforeseen operating and capital expenditures, cover day-to-day operating costs during emergency situations, and ease the burden on ratepayers associated with large rate increases. These policies are included as part of the City's annual budget. Key reserves relating to the Wastewater System are summarized below.

Operation & Maintenance (O&M) Reserve. This account is used to help cover fluctuations in day-to-day expenses. The scheduled target is 90 days of O&M expenses.

Construction Fund Reserve. This account is used to help maintain enough funds on hand to help mitigate unexpected capital costs. The scheduled target is 12-months of the following year's CIP.

Rate Stabilization Fund Reserve. This account is used to help mitigate future increases in drought-stricken years. The scheduled target is 10% of the prior year's rate revenues.

Pension Fund Reserve. This account is used to pay for the unfunded pension liabilities and the increase in the City's share of pension costs due to factors such as higher CalPERS rates and negotiated pay increases.

The following table shows the balance in these reserves as of June 30, 2023.

Reserve	**Balance (as of June 30, 2023)**
O&M Reserves	[1,835,079]
Construction Fund Reserves	[1,596,928]
Rate Stabilization Fund Reserve	[2,395,030]
Pension Stabilization Reserve	[_____]
TOTAL	$[98,806,194]

Historical Revenues and Expenses

The following table presents the audited Revenues and Expenses and Changes in Net Assets of the Wastewater System for fiscal years 2017-18 through 2021-22, as reported in its Annual Comprehensive Financial Report.

Table 15
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Revenues and Expenses and Change in Net Assets

	2017-18	2018-19	2019-20	2020-21	2021-22
Operating Revenues:					
Charges for Services[1]	$47,272,871	$49,196,697	$46,395,908	$43,459,867	$59,098,239
Total Operating Revenues	47,272,871	49,196,697	46,395,908	43,459,867	59,098,239
Operating Expenses:					
Salaries and Benefits	3,429,270	3,777,748	4,188,703	3,659,882	2,970,148
Materials, Supplies and Services	20,833,744	24,324,861	22,776,734	24,605,534	26,035,549
Depreciation	1,058,960	1,149,218	1,231,127	1,311,937	1,337,408
Total Operating Expenses	25,321,974	29,251,827	28,196,564	29,577,353	30,343,105
Operating Income/(Loss)	21,950,897	19,944,870	18,199,344	13,882,514	28,755,134
Non-operating Revenues (Expenses):					
Interest Revenue	1,042,502	1,356,021	1,393,124	1,307,329	1,013,248
Net Increase/(Decrease) in Fair Value of Investments	(682,832)	1,859,978	1,646,102	(972,548)	(3,832,473)
Rents and Royalties	51,462	52,066	52,694	53,711	61,724
Other Revenue	2,520,239	2,485,698	1,219,446	1,335,075	1,977,267
Interest Expense	(231,624)	(216,438)	(214,152)	(509,387)	(511,834)
Other Expense	--	--	(190,500)	--	--
Equity in Income/(Loss) of Joint Ventures	1,096,969	(6,971,901)	23,372,916	(28,461,416)	55,306,283
Total Nonoperating Revenues (Expenses)	3,796,716	(1,434,576)	27,279,630	(27,247,236)	54,014,215
Income/(Loss) Before Operating Transfers	25,747,613	18,510,294	45,478,974	(13,364,722)	82,769,349
Contributions	--	--	--	200,000	--
Operating Transfers In	--	--	148,599	10,642	229,616
Operating Transfers Out	(640,917)	(995,678)	(977,367)	(803,905)	(613,118)
Change in Net Position	25,106,696	17,514,616	44,650,206	(13,957,985)	82,769,349
Total Net Position - Beginning	**212,748,369**	**236,445,466**	**253,960,082**	**298,610,288**	**284,652,303**
GASB 75 implementation	(1,409,599)	--	--	--	--
Total Net Position - Beginning As Adjusted	211,338,770	236,445,466	253,960,082	298,610,288	284,652,303
Total Net Assets - Ending	**$236,445,466**	**$253,960,082**	**$298,610,288**	**$284,652,303**	**$367,038,150**

(1) Connection fee revenues are included in Charges for Services.

Source: City of Santa Clara.

Statement of Net Assets

The following table presents the audited Statement of Net Assets of the Wastewater System for fiscal years 2017-18 through 2021-22.

Table 16
CITY OF SANTA CLARA WASTEWATER SYSTEM
Statement of Net Assets

	2017-18	2018-19	2019-20	2020-21	2021-22
ASSETS					
Current Assets:					
Pooled Cash and Investments	$78,227,526	$85,541,695	$81,402,850	$92,786,154	$74,308,645
Accounts Receivable	3,735,911	5,394,313	6,859,074	5,986,993	6,788,031
Interest Receivable	297,032	357,139	291,173	306,287	273,817
Leases Receivable	-	-	-	-	27,429
Materials, Supplies and Prepaids	-	-	-	-	139,442
Due From Other Funds	440,065	557,636	760,190	625,795	750,234
Total Current Assets	82,700,534	91,850,783	89,313,287	99,705,229	82,287,598
Noncurrent Assets:					
Restricted Cash	2,261,731	2,323,808	1,176,351	1,313,128	1,350,785
Leases Receivable, Noncurrent	-	-	-	-	938,046
Capital Assets:					
Land	725,328	725,328	725,328	725,328	725,328
Buildings, Infrastructure and Improvements	48,951,904	52,680,692	57,879,505	60,913,492	62,150,752
Equipment	4,889,771	4,919,251	5,017,482	5,005,789	5,005,789
Construction In Progress	412,596	1,079,337	697,969	914,583	78,715
Total Capital Assets	54,979,599	59,404,608	64,320,284	67,559,192	67,960,584
Accumulated Depreciation	22,844,254	23,993,472	25,224,599	26,524,843	27,862,251
Net Capital Assets	32,135,345	35,411,136	39,095,685	41,034,349	40,098,333
Investment in Joint Ventures	137,991,502	143,922,301	208,345,512	181,568,804	280,257,540
Total Noncurrent Assets	172,388,578	181,657,245	248,617,548	223,916,281	322,644,704
TOTAL ASSETS	$255,089,112	$273,508,028	$337,930,835	$323,621,510	$404,932,302
DEFERRED OUTFLOWS OF RESOURCES:					
Deferred Outflows - OPEB-Related Items	8,437	-	-	44,272	116,059
Deferred Outflows-Pension-Related Items	1,635,349	1,289,779	1,222,536	1,425,264	1,241,282
Total Deferred Outflow	1,643,786	1,289,779	1,222,536	1,469,536	1,357,341
LIABILITIES					
Current Liabilities:					
Accrued Liabilities	$120,831	$1,246,055	$849,534	$988,767	$198,722
Interest Payable	94,423	88,050	94,766	74,892	207,541
Accrued Compensated Absences	19,423	19,458	22,928	31,876	20,184
Current Portion of Long-Term Debt	714,638	730,013	745,719	761,763	778,152
Total Current Liabilities	949,315	2,083,576	1,712,947	1,857,298	1,204,599
Noncurrent Liabilities:					
Long-Term Compensated Absences	202,957	221,459	186,690	246,793	156,196
Long-Term Debt	9,874,809	9,144,796	28,399,077	27,637,314	26,859,162
Net OPEB Liability	1,373,845	1,125,307	1,151,211	1,130,664	1,244,769
Net Pension Liability	7,822,968	7,949,753	8,770,720	9,379,784	7,009,690
Total Noncurrent Liabilities	19,274,579	18,441,315	38,507,698	38,394,555	36,474,416
TOTAL LIABILITIES	$20,223,894	$20,524,891	$40,220,645	$40,251,853	$36,474,416

DEFERRED INFLOWS OF RESOURCES:					
Leases-Related	-	-	-	-	939,890
Deferred Inflows - OPEB-Related Items	-	187,237	163,016	172,700	88,588
Deferred Inflows - Pension-Related Items	63,538	125,597	159,422	14,190	1,748,599
Total Deferred Inflow	63,538	312,834	322,438	186,890	2,777,077
NET ASSETS					
Invested in Capital Assets	$ 21,545,898	$ 25,536,327	$ 29,950,889	$ 49,433,426	$ 32,461,019
Restricted for Capital Projects and Other Agreements	137,991,502	143,983,426	208,766,732	182,323,934	280,853,194
Unreserved	76,908,066	84,440,329	59,892,667	52,894,943	53,723,937
NET ASSETS	$236,445,466	$253,960,082	$298,610,288	$284,652,303	$367,038,150

Source: City of Santa Clara.

Outstanding Wastewater System Obligations

Existing obligations of the Wastewater System consist of the Trimble Road ISA, which is payable on a parity with the Installment Payments and the Certificates, and the 2020 Installment Sale Agreement, which will be prepaid in full with a portion of the proceeds of the Certificates.

Trimble Road ISA and
2020 Installment Sale Agreement

Issue Date	Original Issuance	Maturity Dates	Average Interest Rate	Balance Outstanding as of July 1, 2023
03/08/2016	$12,000,000	8/1/ 2016–2031	2.14%	$ 6,859,162.13
06/11/2020	20,000,000	07/01/2024	Variable	20,000,000.00 (1)
Total				$26,859,162.13

(1) To be paid in full with a portion of the proceeds of the Certificates.

Schedule of Annual Trimble Road ISA Requirements

Fiscal Year	Principal	Interest	Total
2023-24	$ 794,893.23	$142,556.02	$ 937,449.25
2024-25	811,994.95	125,454.30	937,449.25
2025-26	829,464.60	107,984.64	937,449.24
2026-27	847,310.11	90,139.13	937,449.24
2027-28	865,539.56	71,909.69	937,449.25
2028-29	884,161.19	53,288.05	937,449.24
2029-30	903,183.48	34,265.77	937,449.25
2030-31	922,615.01	14,834.24	937,449.25
	$6,859,162.13	$640,431.84	$7,499,593.97

Historical Revenues, Expenses and Debt Service Coverage

The following table presents historical Net Revenues and debt service coverage for Fiscal Years 2018-19 through 2022-23. Net Revenues were calculated in accordance with the Installment Sale Agreement, which differs from the presentation of revenues and expenditures in the financial statements of the Wastewater System:

Table 17
CITY OF SANTA CLARA WASTEWATER SYSTEM
Historical Financial Operations and Debt Service Coverage

	Actual 2018-19	Actual 2019-20	Actual 2020-21	Actual 2021-22	Estimated 2022-23
Revenues					
Operating Revenues:					
Charges for Services[1]	$37,409,504	$39,042,115	$39,659,826	$38,966,618	$40,517,221
Other Fees	320,995	340,244	460,762	310,722	516,659
Refunds from San Jose[2]	5,405,438	2,898,177	2,195,734	1,055,673	12,850,020
Subtotal Operating Revenues	$43,135,937	$42,280,536	$42,316,322	$40,333,013	$53,883,900
Non-Operating Revenues:					
Interest Revenue	$1,042,502	$1,356,021	$1,393,124	$1,307,329	$1,013,248
Rents and Royalties	51,462	52,066	52,694	53,711	61,724
Other Revenue	2,520,239	2,485,698	1,219,446	1,335,075	1,977,267
Operating Transfers In	-	-	148,599	10,642	229,616
Subtotal Non-Operating Revenues	$3,614,203	$3,893,785	$2,813,863	$2,706,757	$3,281,855
Total Gross Revenues	$46,750,140	$46,174,321	$45,130,185	$43,039,770	$57,165,755
Operation and Maintenance Expenses:					
Salaries and Benefits	$3,429,270	$3,777,748	$4,188,703	$3,659,882	$2,970,148
Materials, Supplies and Services [3]	20,833,744	24,324,861	22,776,734	24,605,534	26,035,549
Operating Transfers Out	640,917	995,678	977,367	803,905	613,118
Total O&M Expenses	$24,903,931	$29,098,287	$27,942,804	$29,069,321	$29,618,815
Net Revenues	$21,846,209	$17,076,034	$17,187,381	$13,970,449	$27,546,940
Debt Service Payments					
2016 Installment Sale Agreement	$937,449	$937,449	$937,449	$937,449	$937,449
2020 Installment Sale Agreement	-	177,216	307,642	594,401	542,144
Total Debt Service	$937,449	$1,114,665	$1,245,091	$1,531,850	$1,479,593
Debt Service Coverage	23.3x	15.3x	13.8x	9.1x	18.6x

(1) Excludes Sewer Conveyance Fees, which may not be available for debt service. See "WASTEWATER RATES – Connection Fees."

(2) The large increase in Fiscal Year 2021-22 was due to a one-time true up of $10.4M for five previous fiscal years' amount.

(3) Includes payments to San Jose for treatment costs.

Source: City of Santa Clara.

Pro Forma Projection of Revenues, Expenses and Debt Service Coverage

The following forecast of operations has been prepared by the City. The forecast includes a number of assumptions including the following:

Sewer Rates. The pro forma includes rates approved by the Council on June 6, 2023 and effective July 1, 2023. Rate increases for FY 2023, averaged 6.25%, 3.1% for single-family and 2.7% for multi-family units and from 6.7% to 9.5% in commercial commodity charges, among other adjustments. Average increases in the subsequent years are projected to be 9.00%, 9.00%, and 7.00%, respectively.

Growth. The number of residential accounts is assumed to grow by 0.1% annually, while commercial flows are assumed to grow by 0.5% annually.

Expenses. Administration expenses, including salaries and benefits **[confirm description]**, of the City's Wastewater System are estimated to increase [19.2% in FY 23, decline 8.5% in FY 24] and increase thereafter by about 4% annually. Costs of the Treatment Plant are forecast to increase 2.9% annually in fiscal years 2023-24 through 2026-27.

Capital costs are not included in Operation and Maintenance Costs and do not affect the availability of Net Revenues.

The following forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Table 18
CITY OF SANTA CLARA WASTEWATER SYSTEM
Pro Forma Statement of Financial Operations and Debt Service Coverage*

	Estimated 2022-23	Projected 2023-24	Projected 2024-25	Projected 2025-26	Projected 2026-27
Revenues[(1)]:					
Sewer Service Charge	$39,789,500	$42,480,700	$46,419,300	$50,722,800	$54,154,600
Reimbursements	5,458,100	--	--	--	--
Interest	565,000	576,300	587,800	599,600	611,600
Other	494,300	494,300	494,300	494,300	494,300
Total [Pledged] Revenue	$46,306,900	$43,551,300	$47,501,400	$51,816,700	$55,260,500
Operation and Maintenance Expenses:					
Administration	$3,788,900	$2,889,300	$2,989,800	$3,093,100	$3,191,600
Right-of-Way Fee	1,805,100	2,230,300	2,347,500	2,470,900	2,600,700
Treatment Plant	18,795,600	19,359,500	19,940,300	20,538,500	21,154,700
Other	6,771,800	7,012,400	7,259,900	7,506,800	7,745,000
Total O&M Expenses	$31,161,400	$31,491,500	$32,537,500	$33,609,300	$34,692,000
Net Revenues	$15,145,500	$12,059,800	$14,963,900	$18,207,400	$20,568,500
Debt Service Payments					
2016 Installment Sale Agreement	$ 937,449	$ 937,449	$ 937,449	$ 937,449	$ 937,449
The Certificates	2,300,000	2,300,000	2,300,000	2,300,000	2,300,000
Total Debt Service	$3,237,449	$3,237,449	$3,237,449	$3,237,449	$3,237,449
Debt Service Coverage	4.68x	3.73x	4.62x	5.62x	6.35x

* Preliminary; subject to change.

(1) For the purpose of this pro forma statement, Sewer Connection Fees are assumed to be zero and Sewer Conveyance Fees are assumed to be unavailable for debt service. See “WASTEWATER RATES – Connection Fees.”

Source: City of Santa Clara.

REGULATORY REQUIREMENTS

Treatment Plant

Treatment Plant Regulatory Requirements. Since the City discharges wastewater to the Treatment Plant for treatment and disposal, the City's wastewater operations are subject to many of the same regulatory requirements as the Treatment Plant. In addition, the City is responsible for paying a share of any related operation, maintenance and capital costs arising from regulation of the Treatment Plant.

The applicable regulatory requirements are primarily contained in the Federal Water Pollution Control Act, as amended, (the "**Clean Water Act**"), and in the State of California Porter-Cologne Water Quality Control Act of 1969, as amended. Both federal and State regulations are administered through the California Water Quality Control Board for the San Francisco Bay Region (the "**Regional Water Board**"), and generally deal with the quality of effluent discharged from the Treatment Plant, the disposal of biosolids from the Treatment Plant, the discharge of pollutants into the groundwater and the nature of waste material (particularly industrial waste) discharged into the collection system. The Treatment Plant is also subject to regulation by the United States Environmental Protection Agency ("**EPA**").

The Treatment Plant is regulated under two principal operating permits:

- A NPDES permit under the Clean Water Act (the "**NPDES Permit**") is administered by the California State Water Resources Control Board (the "**Water Board**"). After nearly a year of negotiation with the Water Board, a new NPDES Permit was issued in November 2019 and after some additional revisions, was approved by the Water Board on February 12, 2020. The new permit, Order Number R2-2020-0001 became effective April 1, 2020 and will be effective for approximately five years.

- A "Permit to Operate" under Title V of the Clean Air Act (the "**Title V Permit**") is administered by the Bay Area Air Quality Management District ("**BAAQMD**"). The Title V Permit was issued in March 2017. A renewal application was submitted in 2021 and the Title V Permit was reissued in May 2022 with an expiration date of May 2027.

NPDES Permits

The Treatment Plant's wastewater is currently regulated under the following three separate NPDES Permits that are typically revised and reissued at five-year intervals:

NPDES Permit	Current Permit Effective	Expected Reissuance
Individual Permit	April 2020	April 2025
Nutrients for POTWs	July 2019	July 2024
Mercury and PCBs for POTWs	December 2022	January 2028

The NPDES Permits mandate water quality monitoring requirements for the Treatment Plant's effluent discharge to the Bay and set specific concentration limits for several conventional wastewater pollutants, metals, and organic compounds. The Treatment Plant's individual NPDES Permit further requires that Treatment Plant effluent discharge may not cause or contribute to

impairment of any beneficial uses designated for the Lower South Bay. The designated beneficial uses of the Lower South Bay where the Treatment Plant discharges are:

- Estuarine Habitat
- Preservation of Rare and Endangered Species
- Wildlife Habitat
- Contact Recreation
- Non-contact Recreation.

The Treatment Plant continues to be recognized in its individual NPDES Permit as supporting all these beneficial uses and providing additional environmental enhancement to the Lower South Bay estuarine habitat. The environmental enhancements are due to the elevated oxygen content in the effluent and the consistent flow of highly treated freshwater into an otherwise mostly stagnant system.

Over the last two decades, the United States Environmental Protection Agency (EPA) and the Water Board have developed water quality regulations related to a variety of pollutants. Regulatory focus through the late-1980s and early-1990s was on copper, nickel, and freshwater flows. In the late-1990s, this focus shifted to cyanide, legacy mercury, and polychlorinated biphenyls (PCBs).

The Treatment Plant submits monthly and annual compliance reports in accordance with its multiple NPDES Permits.

The Treatment Plant is exempt from all stormwater requirements as described in its individual NPDES Permit. All onsite stormwater is captured by the onsite stormwater system that flows to the headworks of the Treatment Plant for full treatment. The Treatment Plant is not subject to the MS4 Permits or the Statewide Industrial General Stormwater Permit.

Title V Permit

The Title V program is designed to standardize air quality permits for major sources of emissions across the country and is required for facilities that emit more than the Major Source Thresholds of criteria pollutants. The criteria pollutants include carbon monoxide, ozone, lead, nitrogen oxides, particulate matter, and sulfur dioxide. The Title V permit incorporates the Treatment Plant's Permit to Operate, also issued by the BAAQMD, and all other applicable local, state, and federal air quality regulations.

The Treatment Plant tracks emissions from its engine generators through a combination of fuel consumption, source testing, and monitoring of pollutant levels in the digester gas fuel supply. These parameters are reported to the BAAQMD on an annual basis. In addition, the Treatment Plant submits Title V compliance reports semi-annually.

Wastewater regulations typically evolve over multiple five-year NPDES and Air permit cycles but can have significant impacts to operational and capital costs that affect rate payers, so Treatment Plant staff proactively engage with their regulators to advocate for the most cost-effective approaches. Staff is proactive in identifying issues on the horizon, collecting data, and building case studies to inform common sense, science-based solutions for the Bay and the Treatment Plant.

There is no regulatory litigation currently pending against the Treatment Plant. The EPA routinely audits the compliance of pretreatment facilities with applicable regulations. Some audits result in the issuance of administrative orders to facilitate compliance. The pretreatment program is the mechanism by which the Treatment Plant regulates businesses that discharge industrial wastewater into the sanitary sewer systems that flow into the Treatment Plant.

Wastewater Regulations under Consideration or Development

San Francisco Bay Nutrient Watershed Permit. In addition to discharging a variety of chemical constituents within the range allowed under each Publicly Owned Treatment Works (**POTWs**) NPDES permit, POTWs are also large dischargers of nutrient compounds to the Bay, specifically nitrogen and phosphorus. Nitrogen levels in San Francisco Bay are elevated compared to other urban water bodies. However, the elevated nitrogen is not currently causing impairment of the Bay, which would manifest through effects like harmful algal blooms and low dissolved oxygen levels. Despite no currently observed impairment, regulators have considered a hard limit, or cap, on nutrient loads discharged to the Bay and not allowing any future increases, disregarding inherent long-term increases due to expected population growth.

Through continued participation in the research and investigations into the impact of nutrients in the Bay and ongoing negotiation with Water Board staff, the Treatment Plant, in collaboration with partner wastewater agencies, successfully worked with regulators on the adoption of a Nutrient Watershed Permit, which took effect in July 2019. The new Permit delays load caps in any form until 2024, at the earliest; and factors in projected population growth and inherent load variability into any future load caps or regulatory requirements. While the 2019 Nutrient Watershed Permit does not require load caps, it instead includes:

- Increased funding from dischargers, based proportionally on nutrient discharge loads from each facility, to support regional studies to further evaluate nutrient impacts on the Bay,
- Continued monitoring of nutrient discharges from wastewater treatment plants, and
- Regional evaluations of potential nutrient reduction strategies utilizing natural treatment systems (wetlands and horizontal levees) and increased recycled water.

It is anticipated that the Water Board will impose nitrogen limits that account for growth and variability in the 2024 Nutrient Watershed Permit in the form of a collective effluent load cap or regulatory limit for all discharges to the Bay and trigger levels for individual agencies. The trigger levels are expected not to impose an immediate regulatory penalty or violation but would require the agency take actions to reduce nitrogen loads below the trigger. Similar requirements for phosphorus are not expected because phosphorus does not appear to pose a potential threat to Bay water quality. The load cap envisioned for the 2024 nutrient permit will likely need to be achieved by 2029, which is the end of the next permit term. Additional treatment modifications to remain below the trigger for the Treatment Plant will be necessary due to increased nitrogen loads from projected population growth and due to changes in solids dewatering that will generate a return stream of high strength nitrogen. The Treatment Plant will need to develop the capacity to fully treat this high strength nitrogen return stream. If no further action is taken by 2029 to reduce nitrogen loads discharged from the Treatment Plant, the Treatment Plant is expected to exceed the anticipated future nitrogen trigger at some point between 2024 and 2029.

Constituents of Emerging Concern. Constituents of Emerging Concern ("**CECs**") is a term used to describe a broad range of unregulated chemical components found at trace levels

in many of our water supplies that may have an impact on aquatic life. Examples of these components include chemicals commonly found in pharmaceuticals and personal care products, which are increasingly being detected at low levels in surface water. The number of CECs that have raised concern in the environmental and scientific communities has steadily and rapidly grown over the past five years.

Of the list of CECs that are of elevated concern, Poly- and per-fluoroalkyl compounds (PFAS) and the flea and tick treatment pesticides fipronil and imidacloprid are the most likely to result in effluent limits or regulatory control programs in near term.

Poly- and per-fluoroalkyl Compounds. PFAS compounds are a large class of chemicals with a diverse number of applications that have received increasing regulatory attention over the past years. Used in textiles, carpet treatments, metal plating, cookware coatings, food packaging, and fire-fighting foams, PFAS are ubiquitous in homes and in the environment. Because of their broad applications, PFAS are entering the wastewater stream through residential, commercial, and industrial pathways and are persistent in the environment with some forms accumulating in wildlife, potentially causing harm.

The Water Board issued requirements to evaluate various pathways through which PFAS are entering the environment. In response, wastewater agencies in the San Francisco Bay Region initiated a study in late 2020 to characterize the levels of PFAS entering and leaving POTWs as well as gain a better understanding of the source of PFAS in wastewater. The study, which is unique in California, is underway and is being conducted in collaboration with scientific experts from the San Francisco Estuary Institute (SFEI) and the Water Board. The study characterized PFAS in influent, effluent, and biosolids from over a dozen POTWs in the region and is currently collecting samples from targeted industrial and commercial facilities as well as flows that are predominantly residential in nature. This information will help identify whether wastewater PFAS is coming from specific industries or is predominantly from residential sources.

Flea and tick pet treatment. Flea and tick treatments for household pets have received considerable attention and potentially pose a future regulatory threat due to their impact on the environment. Many of the most popular and lower cost products on the market today are applied topically to a dog's or cat's skin between their shoulders. Studies conducted in the San Francisco Bay Area have demonstrated that the topical application causes the product and chemicals to spread rapidly throughout a household, onto furniture, clothes, bedding, hands, and faces. As these items are washed, the chemicals are sent into the collection system and to the Treatment Plant. Many of the popular topical flea and tick treatments in wide use today contain one of the two most problematic pesticides, fipronil and imidacloprid. Studies conducted at the Treatment Plant and other POTWs have shown that these two compounds are not removed or reduced by treatment at even advanced wastewater treatment facilities like the Treatment Plant and are thus discharged to the environment. These compounds are highly toxic to aquatic life, especially insect-like aquatic invertebrates. In addition, imidacloprid is a class of pesticide known as a neonicotinoid, which are pesticides that have been implicated in honeybee colony collapses.

Since there is not an identified treatment technology to remove these compounds from wastewater, Treatment Plant staff initiated a proactive pollution prevention (P2) effort to educate the public and San José staff on the environmental risks posed by fipronil and imidacloprid. Outreach messaging encourages residents to consider using chewable flea and tick treatments for their pets after speaking to their veterinarian, to practice integrated pest management (less toxic alternatives) for flea and tick control and treatment, and to research alternative products that do not contain fipronil and imidacloprid.

Microplastics. Microplastics are tiny particles of plastic, smaller than five millimeters, that are found in the form of microbeads, fragments, fibers, tiny plastic pellets called nurdles, foamed plastic particles from packaging, cigarette filters and other items. These particles originate from human use and are entering the environment because of human activities. Wastewater treatment plants are not designed to remove such tiny particles from the waste stream, and technology to remove them at wastewater treatment plants is incredibly expensive due to the sheer volume of water that is treated at a centralized facility. Detections of these microplastics in Bay water and in some fish is cause for concern since these particles are not food and could potentially contain chemicals that are toxic to aquatic organisms. The toxicity and environmental impact of microplastic particles are still poorly understood and are a priority focus of future research at the state level and a priority for the California Ocean Protection Council (OPC).

Bay Area wastewater treatment plant effluent, including the Treatment Plant effluent, has been analyzed for microplastics and results indicate that at least a portion of the microplastics in the sanitary waste stream pass through wastewater treatment plants, including those with advanced treatment technology and filtration like the Treatment Plant. The majority of microplastics in treated wastewater at the Treatment Plant were in the form of microfibers, which are present from laundering garments made with synthetic plastic fibers.

A broad group of stakeholders agree that plastics use reduction, product stewardship, and true source control are the best strategies to reduce the amount of microplastics entering the environment. To address these strategies, scientific focus has shifted away from simply documenting environmental presence. Rather, resources for local studies are focused on gaining a better understanding of the sources and pathways of microplastics to the environment and the localized effects of plastics based on the chemistry of the most abundant particles. Staff continues to monitor this issue for any further developments and advocate for scientific studies to focus on environmental effects.

State Toxicity Plan. Monthly chronic toxicity testing is required under the NPDES Permit, but testing is for diagnostic purposes and results have not been evaluated against numeric effluent limits, but instead against measured effects on a test species. A State Toxicity Plan that includes adoption of numeric toxicity limits for all POTWs, was adopted by the State Water Resources Control Board on December 1, 2020. Numeric toxicity limits will now be included in all NPDES Permits as they are reissued.

The Treatment Plant has a nationally accredited environmental laboratory and has recognized expertise in chronic toxicity testing. Even with this expertise and experience, it is important to note that the causes of chronic toxicity intermittently detected at the Treatment Plant have never been successfully identified. This problem is not unique to the Treatment Plant, with other wastewater facilities also unable to successfully identify the precise causes of toxicity in their discharges. Consequently, any response to future non-compliance events for chronic toxicity, because of the new limits, would be exceptionally difficult to design without knowing the cause of any observed toxicity.

Air Quality Regulations under Consideration or Development.

Toxic Air Contaminants / AB617 Implementation. Assembly Bill 617, passed in 2017, gave the California Air Resources Board ("**CARB**") a mandate to reduce exposure to toxic air contaminants in communities most impacted by existing air pollution sources. Compliance with new reporting provisions associated with AB617 will require additional source testing from

wastewater treatment operations. The California Association of Sanitation Agencies is coordinating an industry-wide effort to conduct testing to develop emission factors that can be used to evaluate and report emissions to CARB and BAAQMD under the new AB617 program. This effort will be conducted over the new 4 to 5 years with annual cost sharing assessments assigned to each participating facility. The results of the study will also be used for compliance with the local BAAQMD air toxic rules including Rule 11-18 and Rule 2-5.

Toxic Air Contaminants / Rule 11-18. BAAQMD is implementing a new rule, Regulation 11, Rule 18 (Rule 11-18), to assess and reduce human health risks associated with toxic air contaminant emissions from facilities throughout the Bay Area. The Treatment Plant will be subject to Rule 11-18 and will be required to fund a human Health Risk Assessment ("**HRA**") for the entire Treatment Plant under the guidance of BAAQMD. Implementation of Rule 11-18 has been delayed and the BAAQMD has not provided a definitive timeline for implementation. The Treatment Plant recently completed HRAs conducted as part of the permitting process for certain new equipment.

Toxic Air Contaminants / Rule 2-5. BAAQMD adopted a revised Rule 2-5, *New Source Review for Toxic Air Contaminants* in 2021 that sets stricter standards for new or modified facilities in and near communities that are deemed to be disproportionately affected by air pollution. The Treatment Plant is not located in a target area for the rule and will not be subject to the more stringent standards. The revised rule also includes review times for processing permit applications and includes a definition of essential public services that does not include wastewater treatment.

Greenhouse Gas Emissions / Cap and Trade. California has created statewide programs, including a Cap-and-Trade program to track and promote reduction of greenhouse gas ("**GHG**") emissions. The current program authorized by Assembly Bill (AB) 32 in 2006 was set to expire in 2020 but was extended through 2030 with the adoption of Senate Bill (SB) 32 in 2017.

The Treatment Plant had been subject to the Cap-and-Trade program due to its use of pipeline natural gas (a fossil fuel) to supplement digester gas in generating electricity to power operational equipment. The Treatment Plant was able to exit the program in 2018 by purchasing electrical power from the utility grid rather than using additional natural gas, decreasing GHG emissions generated onsite to less than the Cap-and-Trade threshold. in 2020, the on-site power generation system transitioned to a new Cogeneration Facility to better balance overall GHG emissions with reliable and economical power.

Greenhouse Gas Emissions / BAAQMD Methane Rules. Methane is a potent GHG (21 times as potent as carbon dioxide) that is generated through the anaerobic decomposition of organic matter in processes such as in the anaerobic digesters at the Treatment Plant. The high potency of methane has made reduction of methane emissions a high priority for BAAQMD. Nearly all biogas currently produced at the Treatment Plant is captured on-site and used to generate energy for operations. The remaining methane is burned in flares or escapes as fugitive emissions. As part of the Treatment Plant capital improvement program, all biogas piping in the Treatment Plant is being replaced and updated, reducing potential leak sources, and improving overall safety.

BAAQMD has announced plans to develop Rule 13-4, targeting wastewater treatment facilities and anaerobic digesters for methane and nitrous oxide emission reductions. The intent of the rule will be to limit fugitive methane emissions and minimize the formation of nitrous oxide in the treatment process. Formal rulemaking for this was expected by the end of 2019 but has been delayed due to lack of BAAQMD staff resources and effects of COVID-19.

Air Permit Changes.

Digester Permit to Operate. BAAQMD issues a renewed Permit to Operate (PTO) annually for all permitted sources at the Treatment Plant after the payment of annual emissions fees. The boilers from the new Cogeneration Plant were added to the PTO in 2022. The new headworks and associated biopower are expected to be added to the PTO when it is reissued in 2023.

Title V Renewal. BAAQMD issued a new Title V permit in May 2022 with an expiration in May 2027. Applications to update the Title V permit will be submitted as new sources are commissioned.

Regional Odor Attribution Study. BAAQMD conducted hired two consulting firms to conduct an odor attribution study for the Treatment Plant, Newby Island Landfill, and Zero Waste Energy Development Company. Milpitas residents complain that all three facilities contribute to odor. The odor attribution study characterized odors from each of the three facilities so that odors observed in the community could be traced to their source. The results of the study will be used by BAAQMD to develop a plan for reducing odors from any of those facilities that are found to contribute to odors observed in the community.

BAAQMD distributed a draft report of the results in October 2022. The draft report identified activities at the Newby Island Landfill as the primary source of odors that generate complaints in Milpitas. The Treatment Plant was identified as a source of identifiable odors but was not shown to be a source of odor complaints.

Recent and planned changes at the Treatment Plant are expected to reduce potential emissions of odors. A new Headworks Process, currently undergoing initial start-up, will replace the current open headworks with an enclosed process equipped to collect and treat air with a biofilter to reduce potential odors. In addition, the Treatment Plant completed start-up of new odor control measures for undigested sludge handling systems in 2022. The Digested Sludge Dewatering Facility, currently under construction, will allow the eventual decommissioning of the lagoons and drying beds which have been alleged as odor sources by the BAAQMD. These enhanced odor control measures are intended to prevent objectional odors beyond the Treatment Plant fence line.

Other Wastewater-related Regulations.

Implementation of SB 1383. With the adoption of Senate Bill (SB) 1383 in 2016, the California Department of Resources Recycling and Recovery (CalRecycle) developed new regulations to reduce organic waste in landfills and short-lived climate pollutants, such as methane. The targets set by SB 1383 are a 50% reduction in the statewide disposal of organic waste from the 2014 level by 2020, and a 75% in the statewide disposal of organic waste from the 2014 level by 2025. CalRecycle's regulations were finalized in November 2020 and went into effect on January 1, 2022. The final regulations maintained biosolids in the definition of organic waste and, from a reporting perspective, deem the use of organic material ADC as landfill disposal. While the final regulations do not ban landfill disposal of biosolids, the regulations do encourage wastewater agencies to divert biosolids from landfills for wastewater agencies to be eligible for procurement credits toward the annual per-capita-based procurement target established should they co-digest sludge with other diverted organics.

To better align the Treatment Plant's operations with the intent of the SB 1383 regulations, San José is proceeding with the construction of the Digested Sludge Dewatering Facility (approved in March 2022), which is consistent with the Biosolids Transition Strategy (approved in June 2015) and Dewatered Biosolids Management Strategy (approved in June 2021). Upon completion of the Digested Sludge Dewatering Facility, anticipated to be in 2025, the emptying and decommissioning of the Treatment Plant's active lagoons and drying beds can begin. During this multi-year process, the Treatment Plant's sundried biosolids will continue to be sent to Newby Island Landfill while the Treatment Plant's mechanically dewatered biosolid are transported off-site for beneficial use.

Wastewater System Regulatory Requirements

Applicable discharge limits are included in the City Municipal Code and are listed in the industrial wastewater permits issued to industries within the Wastewater System's service area. There have been no violations of the Treatment Plant's effluent limitation in the past three years. The City is also issued a permit from the State Water Resources Control Board that governs the City's sewer collection system. The City complies with the Water Board permit requirements under newly revised General Order WQ 2022-0103-DWQ for sanitary sewer systems that became effective June 5, 2023 (the "**General Order**"). The General Order serves as statewide waste discharge requirements.

The collection system agency has recently updated and implemented a Spill Emergency Response Plan ("**SERP**"), effective June 5, 2023 that identifies measures to protect public health and the environment. The SERP must include up-to-date procedures to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills.

The General Order requires the City to have an approved Sanitary Sewer Management Plan ("**SSMP**"). The City Council approved the City's most recent version of the SSMP in 2020. The City plans to update the SSMP in 2024 as required by the General Order. The SSMP is intended to:

- Provide sufficient planning, description of resources and direction for staff to maintain, manage and repair the City's sanitary sewer collection and conveyance system such that all sewer flows delivered to the City's system are conveyed safely to the Treatment Plant without sanitary sewer overflows ("**SSOs**").
- Minimize the number and severity of SSOs and to help mitigate the impact of SSOs on the environment.

The SSMP supports and supplements the City's existing operations and maintenance program and goals by providing consolidated guidelines and procedures for the City's sewer system management. The SSMP also contributes to the proper management of the collection system by memorializing these activities.

RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Certificates. The discussion does not purport to be, nor should it be construed to be, complete nor a summary of all factors that may affect the financial condition of the Wastewater System or the City's ability to make Installment Payments.

Limited Liability

THE CERTIFICATES ARE SPECIAL LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE INSTALLMENT PAYMENTS AND OTHER AMOUNTS HELD BY THE TRUSTEE AS SPECIFIED IN THE TRUST AGREEMENT. THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE NET REVENUES OF THE WASTEWATER SYSTEM AND OTHER AMOUNTS IN THE WASTEWATER FUND AS SPECIFIED IN THE INSTALLMENT SALE AGREEMENT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CORPORATION, THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE INSTALLMENT PAYMENTS OR THE CERTIFICATES.

The City is not required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified in the Installment Sale Agreement for the payment of amounts due thereunder or for the performance of any agreements or covenants required to be performed by it contained therein.

The Installment Payments under the Installment Sale Agreement are not secured by, and the Certificate Owners have no security interest in or mortgage on, the Project, the Wastewater System or any other assets of the City. Default by the City will not result in loss of the Project, the Wastewater System or any other assets of the City. Should the City default, the Trustee, as assignee of the Corporation, may by mandamus or other action or proceeding or suit at law or in equity enforce its rights against the City, compel the City to perform and carry out its duties under the Government Code of the State of California and all laws amendatory thereof or supplemental thereto, and the agreements and covenants required to be performed by it contained in the Installment Sale Agreement or by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Corporation.

Gross Revenues; Rate Covenant

The receipt of Gross Revenues by the City are dependent upon the demand for wastewater services, which can be affected by population factors, more stringent wastewater standards, wastewater regulations, water conservation, water shortages, or problems with the City's wastewater collection facilities. There can be no assurance that wastewater service demand will be consistent with the levels contemplated in this Official Statement. A decrease in the demand for wastewater services could require an increase in rates or charges in order to comply with the rate covenant. The City's ability to meet its rate covenants is dependent upon its capacity to increase rates without driving down demand. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Rates and Charges".

Wastewater System Expenses

There can be no assurance that expenses of the City will be consistent with the levels contemplated in this Official Statement. Changes in technology, changes in quality standards, increases in the cost of operation or other expenses and changes in regulations could require substantial increases in rates or charges in order to comply with the City covenant regarding rates and charges contained in the Installment Sale Agreement. Such increases in rates or charges could increase delinquencies by Wastewater System customers and increase the possibility of nonpayment of the Certificates. See also "– Environmental Regulation" below.

Environmental Regulation

The kind and degree of wastewater service which is provided through the Wastewater System is regulated, to a large extent, by the federal government and the State of California. See "REGULATORY REQUIREMENTS." If the federal government, acting through the Environmental Protection Agency or additional legislation, or the State should impose stricter wastewater quality standards upon the Wastewater System, the City's Operation and Maintenance Costs could increase accordingly and rates and charges would have to be increased to offset those expenses (although there is no guarantee rates and charges could be so increased). See "– Articles XIIIC and XIIID of the California Constitution." If insufficient Net Revenues remained following such increases in costs, there is a possibility of non-payment of debt service on the Certificates. It is not possible to predict the direction that federal or State regulation will take with respect to wastewater treatment standards.

No Reserve Fund

No reserve fund will be established with respect to the Certificates or the Installment Payments. If the City fails to make an Installment Payment in full for any reason, no reserve fund or reserve insurance policy will be available to make up the resulting insufficiency.

Insurance

The Installment Sale Agreement obligates the City to obtain and keep in force various forms of insurance or self-insurance for repair or replacement of a portion of the Wastewater System in the event of damage or destruction to such portion of the Wastewater System. No assurance can be given as to the adequacy of any such self-insurance or any additional insurance to fund necessary repair or replacement of any portion of the Wastewater System. Significant damage to the Wastewater System could cause the City to be unable to generate sufficient Net Revenues to pay the Installment Payments.

Limitations on Remedies Available to Owners of the Certificates

If the City defaults on its obligation to pay Installment Payments when due, the Trustee does not have the right to declare all principal components of the unpaid Installment Payments to be immediately due and payable. Any suit for money damages would be subject to the legal limitations on remedies against cities and counties in the State of California, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

The ability of the City to comply with its covenants under the Installment Sale Agreement and to generate Net Revenues sufficient to pay the Installment Payments (and, accordingly the debt service with respect to the Certificates) may be adversely affected by actions and events

outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "– Articles XIIIC and XIIID of the California Constitution" below. Furthermore, any remedies available to the Owners of the Certificates upon the occurrence of an event of default under the Trust Agreement are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on remedies contained in the Trust Agreement , the rights and obligations under the Certificates, the Trust Agreement and the Installment Sale Agreement may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Parity Debt

The City currently has outstanding other obligations payable from a pledge of Net Revenues of the Wastewater System on a parity with the pledge of the Installment Payments securing the Certificates. In addition, the Installment Sale Agreement permits the City, subject to certain conditions, to issue additional obligations secured by a pledge of Net Revenues that is on a parity basis to the pledge of Net Revenues to the Installment Payments. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Issuance of Additional Parity Debt."

The coverage tests for the issuance of additional Parity Debt involve, to some extent, projections of Net Revenues. If such indebtedness is issued, the debt service coverage for the Installment Payments could be diluted below what it otherwise would be. Moreover, there is no assurance that the assumptions that form the basis of such projections, if any, will be realized after the date of such projections. If such assumptions are not realized, the amount of future Net Revenues may be less than projected.

The Installment Sale Agreement does not require a deposit to a debt service reserve fund in connection with issuance of Parity Debt.

Natural Disasters

General. From time to time, the City is subject to natural calamities that may adversely affect economic activity in the City, which could have a negative impact on City finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial damage to the Wastewater System, or that the City would have insurance or other resources available to make repairs to the Wastewater System in order to generate sufficient Net Revenues to pay the Installment Payments in full when due.

Seismic. Like many areas of California, the City is subject to seismic activity. According to the safety element of the City's General Plan, although the City is not within an Alquist-Priolo

Special Study Zone and no active faults are known to occur directly under the City, there are known fault splays beneath the City, and the City and the Wastewater System could be at risk from strong ground motion from a number of nearby seismically active faults. The City does not maintain earthquake insurance on the assets of the Wastewater System.

Flooding and Sea Level Rise. Numerous scientific studies on global climate change show that, among other effects on the global ecosystem, sea levels will rise, and extreme temperatures and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution.

The Fourth National Climate Assessment, published by the United States Global Change Research Program in November 2018 ("**NCA4**"), finds that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems and social systems over the next 25 to 100 years. NCA4 states that rising temperatures, sea level rise, and changes in extreme events are expected to increasingly disrupt and damage critical infrastructure and property and regional economies and industries that depend on natural resources and favorable climate conditions. Disruptions could include more frequent and longer-lasting power outages, fuel shortages and service disruptions. NCA4 states that the continued increase in the frequency and extent of high-tide flooding due to sea level rise threatens coastal public infrastructure. NCA4 also states that expected increases in the severity and frequency of heavy precipitation events will affect inland infrastructure, including access to roads, the viability of bridges and the safety of pipelines.

Sea levels will continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Between 1854 and 2016, sea level rose about nine inches according to the tidal gauge at Fort Point, a location underneath the Golden Gate Bridge. Weather and tidal patterns, including 100-year or more storms and king tides, may exacerbate the effects of climate related sea level rise. Coastal areas like the Bay Area, where the City is located, are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the City could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced, and the City could be required to mitigate these effects at a potentially material cost.

Articles XIIIC and XIIID of the California Constitution

General. On November 5, 1996, California voters approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIIC and XIIID to the State Constitution, which affect the ability of local governments to levy and collect both existing and future taxes, assessments, and property-related fees and charges. Proposition 218, which generally became effective on November 6, 1996, limited local governments' authority to impose or increase property-related "fee" or "charge," which is defined as "any levy other than an ad valorem tax, a special tax or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property related service" (and referred to in this section as a "property-related fee or charge").

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as

"fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Proposition 26's amendments to Article XIIIC broadly define "tax," but specifically exclude, among other things:

> (1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
>
> (2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
>
> [. . .]
>
> (6) A charge imposed as a condition of property development.
>
> (7) Assessments and property-related fees imposed in accordance with the provisions of Article XIIID.

Property-Related Fees and Charges. Under Article XIIID, before a municipality may impose or increase any property-related fee or charge, the entity must give written notice to the record owner of each parcel of land affected by that fee or charge. The municipality must then hold a hearing upon the proposed imposition or increase at least 45 days after the written notice is mailed, and, if a majority of the property owners of the identified parcels present written protests against the proposal, the municipality may not impose or increase the property-related fee or charge.

Further, under Article XIIID, revenues derived from a property-related fee or charge may not exceed the funds required to provide the "property-related service" and the entity may not use such fee or charge for any purpose other than that for which it imposed the fee or charge. The amount of a property-related fee or charge may not exceed the proportional cost of the service attributable to the parcel, and no property-related fee or charge may be imposed for a service unless that service is actually used by, or is immediately available to, the owner of the property in question.

Initiative Power. In addition, Article XIIIC states that "the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge. The power of initiative to affect local taxes, assessments, fees and charges shall be applicable to all local governments and neither the Legislature nor any local government charter shall impose a signature requirement higher than that applicable to statewide statutory initiatives."

Judicial Interpretation of Articles XIIIC and XIIID. After Proposition 218 was enacted in 1996, appellate court cases and an Attorney General's opinion initially indicated that fees and charges for water and wastewater services, which are based on the amount of services consumed, would not be considered property-related fees and charges, and thus not subject to the requirements of Article XIIID. However, three recent cases have held that certain types of water and wastewater charges could be subject to the requirements of Article XIIID under certain circumstances.

In *Richmond v. Shasta Community Services District*, 32 Cal.4th 409 (2004), the California Supreme Court addressed the applicability of the notice, hearing and protest provisions of Article XIIID to certain charges related to water service. In *Richmond*, the Court held that capacity charges are not subject to Proposition 218. The Court also indicated in dictum that a fee for ongoing water service through an existing connection could, under certain circumstances, constitute a property-related fee and charge, with the result that a local government imposing such a fee and charge must comply with the notice, hearing and protest requirements of Article XIIID.

In *Howard Jarvis Taxpayers Association v. City of Fresno*, 127 Cal.App.4th 914 (Cal. App.5th 2005), the California Court of Appeal, Fifth District, concluded that water, sewer and trash fees are property-related fees subject to Proposition 218 and a municipality must comply with Article XIIID before imposing or increasing such fees. The California Supreme Court denied the City of Fresno's petition for review of the Court of Appeal's decision on June 15, 2005.

In *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal.4th 205 (2006), the California Supreme Court addressed the validity of a local voter initiative measure that would have (a) reduced a water agency's rates for water consumption (and other water charges), and (b) required the water agency to obtain voter approval before increasing any existing water rate, fee, or charge, or imposing any new water rate, fee, or charge. The court adopted the position indicated by its statement in *Richmond* that a public water agency's charges for ongoing water delivery are "fees and charges" within the meaning of Article XIIID, and went on to hold that charges for ongoing water delivery are also "fees" within the meaning of Article XIIIC's mandate that the initiative power of the electorate cannot be prohibited or limited in matters of reducing or repealing any local tax, assessment, fee or charge. Therefore, the court held, Article XIIIC authorizes local voters to adopt an initiative measure that would reduce or repeal a public agency's water rates and other water delivery charges. (However, the court ultimately ruled in favor of the water agency and held that the entire initiative measure was invalid on the grounds that the second part of the initiative measure, which would have subjected future water rate increases to prior voter approval, was not supported by Article XIIIC and was therefore invalid.)

The court in *Bighorn* specifically noted that it was not holding that the initiative power is free of all limitations; the court stated that it was *not* determining whether the electorate's initiative power is subject to the statutory provision requiring that water service charges be set at a level that will pay for operating expenses, provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due.

Articles XIIIC and XIIID and the City's Wastewater Rates and Charges. The City's current wastewater rates were adopted following notice to property owners and a public hearing held at least 45 days after the notice had been mailed, in compliance with the *Bighorn* decision.

Conclusion. It is not possible to predict how courts will further interpret Article XIIIC and Article XIIID in future judicial decisions, and what, if any, further implementing legislation will be enacted. Under the *Bighorn* case, local voters could adopt an initiative measure that reduces or repeals the City's rates and charges, though it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness, as is the case with respect to the Certificates. There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIIIC and Article XIIID to limit the ability of

local agencies to impose, levy, charge and collect increased fees and charges for wastewater service, or to call into question previously adopted wastewater rate increases.

Initiative Measure Qualified for November 2024 Ballot - Taxpayer Protection and Government Accountability Act. On February 1, 2023, the California Secretary of State announced that a ballot initiative known as the "Taxpayer Protection and Government Accountability Act," (**"Initiative 1935**") has received the required number of signatures to appear on the November 5, 2024 ballot. If approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election, Initiative 1935 would make numerous significant changes to Articles XIII, XIIIA, XIIIC and XIIID of the California Constitution to further limit the authority of local governments, and electors via the initiative process, to adopt and impose taxes and fees. The full text of Initiative 1935 may be viewed at the website of the California Attorney General.

Among other things, Initiative 1935 would amend the definition of "tax" in Article XIIIC to include "every levy, charge, or exaction of any kind imposed by a local law that is not an exempt charge." Initiative 1935 defines "exempt charge" to mean a "reasonable charge for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the *actual costs* (as opposed to the reasonable costs) of providing the service or product to the payor." "Exempt charges" also encompass existing exceptions from the definition of "tax" added to Article XIIIC by Proposition 26, including property-related fees imposed in accordance with Article XIIID (see "–Property-Related Fees and Costs," above. "Actual costs" is defined as "the minimum amount necessary to reimburse the government for the cost of providing the service or product … less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product." Initiative 1935 further provides that the local government adopting an exempt charge would bear the burden of proving by *clear and convincing evidence* (as opposed to a preponderance of the evidence) that: (a) a levy, charge or exaction is an exempt charge and not a tax; and (b) the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

Initiative 1935 is retroactive, and provides that any tax or exempt charge adopted after January 1, 2022 but prior to the effective date of Initiative 1935, which was not adopted in compliance with the requirements thereof, would be void 12 months after the effective date of Initiative 1935, unless the tax or exempt charge is reenacted in compliance with the provisions of Initiative 1935.

The City cannot predict whether Initiative 1935 will be approved at the November 5, 2024 Statewide election. If Initiative 1935 is approved, the City cannot provide any assurances that it will not have a material adverse effect on the City's ability to adopt or increase rates, fees, and charges in the amounts required by the Installment Sale Agreement.

Cybersecurity

The City, including the Wastewater System, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as electric systems may be specific targets of cybersecurity threats.

The City has implemented industry best practices, engineering and procedures and has made the necessary investment to protect against and mitigate the adverse effects of cyberattacks, including steps to harden its cybersecurity and provide training for employees in cyber awareness and the use of the City's digital networks and systems. The City also maintains a policy of cybersecurity insurance. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or disrupt the operation of the Wastewater System. There have been no detected cyberattacks that have affected the Wastewater System.

Secondary Market for Certificates

There can be no guarantee that there will be a secondary market for the Certificates or, if a secondary market exists, that any Certificates can be sold for any price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

LEGAL OPINION

The proceedings in connection with the authorization, sale, execution and delivery of the Certificates are subject to the approval as to their legality of Jones Hall, A Professional Law Corporation, San Francisco, California ("**Special Counsel**"). A copy of the proposed form of opinion of Special Counsel is attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, is acting as Disclosure Counsel to the City (**"Disclosure Counsel"**).

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to the qualifications set forth below, under existing law, the portion of Installment Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Such interest may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the execution and delivery of the Certificates in order that the interest with respect thereto be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of execution and delivery of the Certificates.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Certificate is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Certificate is sold is greater than the amount payable at maturity thereof, then such difference constitutes "bond premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and bond premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Certificates to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Certificate. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Certificates who purchase the Certificates after the initial offering of a substantial amount of such maturity. Owners of such Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Certificates with original issue discount, including the treatment of purchasers who do not purchase in the original offering

to the public at the first price at which a substantial amount of such Certificates is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the Certificate (said term being the shorter of the Certificate's maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Certificate for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Certificate is amortized each year over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Certificate premium is not deductible for federal income tax purposes. Owners of premium Certificates, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Certificates.

California Tax Status. In the further opinion of Special Counsel, the portion of Installment Payments designated as and comprising interest and received by the owners of the Certificates is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest with respect to the Certificates to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to Certificates issued prior to enactment.

The opinions expressed by Special Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Special Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest with respect to the Certificates, or as to the consequences of owning or receiving interest with respect to the Certificates, as of any future date. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Special Counsel expresses no opinion.

Owners of the Certificates should also be aware that the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates may have federal or state tax consequences other than as described above. Other than as expressly described above, Special Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Certificates s, the ownership, sale or disposition of the Certificates, or the amount, accrual or receipt of interest with respect to the Certificates.

NO LITIGATION

There is no action, suit or proceeding known to be pending, or threatened, restraining or enjoining the execution or delivery of the Certificates, the Trust Agreement, the Installment Sale Agreement, or any other document relating to the Certificates or in any way contesting or affecting the validity of the foregoing.

There are a number of lawsuits and claims pending against the City which have arisen in the regular course of administering the affairs of the City. In the opinion of the City, such suits and claims as are presently pending will not have a material adverse effect on the ability of the City to make Installment Payments with respect to the Certificates.

See "SAN JOSÉ-SANTA CLARA REGIONAL WASTEWATER FACILITY AND AGREEMENTS – Treatment Plan Litigation" for a description of a recent lawsuit by the Tributary Agencies.

RATING

S&P Global Ratings ("**S&P**") has assigned its municipal bond rating of "___" to the Certificates. There is no assurance that any credit rating given to the Certificates will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Certificates. Such rating reflects only the views of S&P and an explanation of the significance of such rating, and any outlook associated with such rating, may be obtained from S&P.

CONTINUING DISCLOSURE

The City has covenanted, for the benefit of holders and beneficial owners of the Certificates to provide certain financial information and operating data relating to the City to the Municipal Securities Rulemaking Board on an annual basis (an **"Annual Report"**) not later than 230 days after the end of the City's Fiscal Year (which currently would be February 15), commencing February 15, 2024, with the report for the 2022-23 Fiscal Year, and to provide notices of the occurrence of certain enumerated events.

The Annual Report and other required notices will be filed by the City with the Municipal Securities Rulemaking Board (the "**MSRB**") in the manner prescribed by the Securities Exchange Commission. The specific nature of such information is set forth below under the caption APPENDIX E – "Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the **"Rule"**).

The City has represented that it has complied with each and every undertaking previously entered into by it pursuant to the Rule during the previous five years. A failure by the City to comply with the Disclosure Certificate will not constitute a default under the [Installment Sale Agreement or the Indenture] and Beneficial Owners of the Certificates are limited to the remedies described in the Undertaking. See APPENDIX E — "Form of Continuing Disclosure Certificate." A failure by the City to comply with the Disclosure Certificate must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Certificates in the secondary market. Consequently,

such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

MUNICIPAL ADVISOR

KNN Public Finance, LLC, California, has served as municipal advisor (the "**Municipal Advisor**") to the City with respect to the sale of the Certificates. The Municipal Advisor has assisted in various matters relating to the planning, structuring and sale of the Certificates. The Municipal Advisor has not independently verified any of the data contained in the Official Statement or conducted a detailed investigation of the affairs of the City to determine the accuracy or completeness of the Official Statement.

COMPETITIVE SALE OF CERTIFICATES

The Certificates are expected to be sold pursuant to a competitive auction to be held on _____, 2023, pursuant to the terms set forth in the Official Notice of Sale for the Certificates.

The Certificates were awarded to _____ (the "**Underwriter**") and are being purchased at a purchase price of $_____, which represents the principal component of the Certificates ($_____) plus net original issue premium of ($_____) and less an Underwriter's discount ($_____).

The Underwriter intends to offer the Certificates to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may overallot or take other steps that stabilize or maintain the market prices of the Certificates at levels above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time.

PROFESSIONAL FEES

Fees or compensation payable to certain professionals are contingent upon the execution and delivery of the Certificates. Those professionals include:

- the Underwriter;
- Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel;
- KNN Public Finance, LLC, as Municipal Advisor; and
- The Bank of New York Mellon Trust Company, N.A., as Trustee.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the City and the Corporation.

CITY OF SANTA CLARA

By: _____

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

By: _____

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

[to come closer to posting POS]

APPENDIX B

GENERAL INFORMATION ABOUT THE CITY OF SANTA CLARA AND SANTA CLARA COUNTY

The economic and demographic information provided in this Appendix B is presented as general background data and has been collected from sources which the City deems to be reliable. The General Fund of the City is not liable, and neither the credit nor taxing power of the City is pledged, for the payment of the Certificates. The Certificates are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City, or any of its income or receipts, except the Net Revenues of the Wastewater System and the other funds which are pledged to the payment of the Certificates pursuant to the Trust Agreement. See the section in the Official Statement entitled "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

Area, Geography and Population

The City is located at the southern end of the San Francisco Bay, approximately 45 miles southeast of San Francisco and three miles west of downtown San José. Encompassing a total area of approximately 18.41 square miles within northern Santa Clara County, the City is situated in the heart of "Silicon Valley." Surrounded by the Diablo Mountain Range to the east and the Santa Cruz mountains to the west, the valley is protected from ocean fog.

The City experienced rapid population growth during the 1990s to 2023. A five-year history of population in the City is shown in the table below, along with comparable population data, from Santa Clara County and the State of California.

CITY OF SANTA CLARA, SANTA CLARA COUNTY, AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2019 through 2023

Calendar Year	City of Santa Clara	Santa Clara County	State of California
2019	129,926	1,944,733	39,605,361
2020	130,462	1,945,166	39,648,938
2021	132,476	1,910,551	39,286,510
2022	125,908	1,890,967	39,078,674
2023	127,301	1,886,079	38,940,231

Source: California Department of Finance, Demographic Research Unit.

History

The first inhabitants of the Santa Clara Valley were the Ohlone Indians. In the 1770s, Spanish adventurers and ranchers, impressed by the richness of the soil and mild climate, explored and settled the area. In 1777, Spanish Padres chose the area as the site of Mission Santa Clara de Asis, the eighth of 21 missions which stretch 600 miles along the California coast, When Mexico took over the Spanish possession in 1822, livestock and farming became the main sources of livelihood. In 1850, California was admitted to the Union and the valley officially became known as Santa Clara County. The City of Santa Clara was incorporated in 1852. For the next century the City enjoyed a period of rich agricultural growth. Recently, orchards have given way to homes and businesses. The area is now known as "Silicon Valley" because of its important role in electronic and aerospace industries. Computer parts, lasers and other sophisticated electronic equipment are produced in and around the City.

Governing Body

The City operates under a Council-Manager form of government, whereby policies of the City Council are administered by a City Manager, who is appointed by the City Council. All municipal departments, other than the City Attorney's Office, operate under the supervision of the City Manager. The City Council consists of the Mayor, who is elected at large, and six councilmembers elected by district, serving as the legislative authority. The Mayor and councilmembers are elected to four-year terms, with the councilmember terms being staggered. The City Charter limits the Mayor and all Councilmembers to serving two consecutive terms.

The current members of the City Council and key administrative personnel of the City are listed in the following tables:

Name	Office	Term Expires
Lisa M. Gillmor	Mayor	Dec. 2026
Kevin Park	Vice Mayor – District 4	Dec. 2024
Kathy Watanabe	Councilmember – District 1	Dec. 2024
Raj Chahal	Councilmember– District 2	Dec. 2026
Karen Hardy	Councilmember – District 3	Dec. 2026
Sudhanshu Jain	Councilmember– District 5	Dec. 2024
Anthony J. Becker	Councilmember– District 6	Dec. 2024

Member	Position
Jovan D. Grogan	City Manager
Nadine Nader	Chief Operating Officer
Cynthia Bojorquez	Assistant City Manager
Glen R. Googins, Esq.	City Attorney
Kenn Lee	Director of Finance
Gary Welling	Director of Water and Sewer Utilities
Hosam Haggag	City Clerk

Budgetary Policies

A budget is prepared each year by the City Manager with the assistance of the Finance Department for the General Fund and certain special revenue funds and is approved by the City Council. The budget is in certain aspects prepared on the modified accrual basis of

accounting under which resources are budgeted as revenues in the period they are anticipated to become measurable and available, and appropriations are made in the period when the resources are committed. Unencumbered appropriations, other than long-term projects, lapse at the end of the year. Encumbrances outstanding at the end of the year are reported as reservations of fund equity since they do not constitute expenditures or liabilities under generally accepted accounting principles. However, in the statement of revenues, expenditures and changes in fund balance for the general and special revenue funds prepared on the non-GAAP budgetary basis, outstanding encumbrances at the end of the year are included as expenditures to facilitate the comparison of actual operating results to the approved budget on a comparable basis of accounting.

Budgetary Process

The budget of the City is a detailed operating plan which identifies estimated costs and results in relation to estimated revenues. The budget includes: (1) the programs, projects, services and activities to be provided during the fiscal year, (2) the estimated revenue available to finance the operating plan, and the estimated spending requirements of the operating plan.

The budget represents a process through which policy decisions are made, implemented and controlled. The Charter requires that the City establish a budgetary system for general operations, and prohibits expending funds for which there is no legal appropriation. The City is required to adopt an annual operating budget on or before June 30 for the ensuing fiscal year. Activities of the General Fund, the Community Development Block Grant Special Revenue Fund and the Other Special Revenue Fund are included in the annual appropriated operating budget. The procedures followed to establish the budgetary data reflected in the accompanying General Purpose Financial Statements are as follows.

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of a minute order.

From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the applicable governmental funds. The legal level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is at the object category level within a department (an, “entity”). During the fiscal year, the City Council may amend or supplement the budget by motion by the affirmative votes of at least five members so as to authorize the transfer between entities (a fund or fund group) involving new revenue sources or funds previously appropriated by Council.

The operating budget is prepared at the object level within divisions of departments. The City Manager may transfer appropriations from one program to another within the same object classification of a department within the same fund without approval from the City Council. All other transfers require City Council approval.

Budget information is presented on a non-GAAP budgetary basis. Budgeted revenue amounts represent the original budget modified by adjustments authorized during the year. Budgeted expenditure amounts represent original appropriations adjusted for supplemental

appropriations during the year which were contingent upon new or additional revenue sources. Total expenditures of the general and special revenue funds may not legally exceed fund appropriations.

All appropriations lapse at the end of the fiscal year to the extent they have not been expended or encumbered. Encumbered appropriations are not reported as expenditures but are reported as a reservation of fund balance available for subsequent year expenditures based on the encumbered appropriation authority carried over to the next fiscal year.

In addition to the annual appropriated operating budget, a Biennial Capital Improvement Program Budget that extends for a five-year period, and a Ten-Year Financial Plan are updated and accepted by the City Council.

The City Council employs, at the beginning, of each fiscal year, an independent certified public accountant who, at such time or times as specified by the Council, at least annually, and at such other times as he or she shall determine, examines the books, records, inventories and reports of all officers and employees who receive, control, handle or disburse public funds and of all such other officers, employees or departments as the City Council may direct. As soon as practicable after the end of the fiscal year, a final audit and report is submitted by such accountant to the City Council and a copy of the financial statements as of the close of the fiscal year is published.

Ad Valorem Property Taxes

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County of Santa Clara as of the preceding March 1. For assessment and collection purposes, property is classified either as “secured” or “unsecured,” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed property and property the taxes on which are a lien on real property sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Assessed Valuations

The valuation of property in the City is established by the Santa Clara County Assessor. Assessed valuations are reported at 100% of the full value, of the property, as defined in Article XIIIA of the California Constitution. Prior to 1981-82, assessed valuations were reported at 25% of the full value of property.

The California State Legislature adopted two types of State-reimbursed exemptions beginning in the tax years 1969-1970. The first currently provides a credit of $7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. Revenue estimated to be lost to local taxing agencies due to the above exemptions has in the past been, reimbursed from State sources. Reimbursement is based upon total taxes due upon such exemption values and therefore is not reduced by any estimated amount of actual delinquencies.

Pursuant to legislation adopted in 1979 (Statutes of 1979, Chapter 1150), business inventories are entirely exempt from taxation in fiscal year 1980-81, and each fiscal year thereafter. This law further provides a formula for reimbursement by the State to cities, counties, special districts and school districts for the amount of tax revenues lost by reason of such

exemption, as adjusted for percentage changes in the population and the cost of living. Under prior State law, the State paid 50% of the taxes that were levied against business inventories. Under Chapter 1150, the State pays, as a subvention, an amount equal to 100% of taxes that would otherwise be due (excluding taxes to pay for voter approved indebtedness) from business inventories commencing with the 1980-81 fiscal year. To compute amounts payable by the State, 1979-80 was established as the base year for business inventory subventions; thereafter, the subventions due are increased based upon increases in population and inflation rather than expanded business inventories.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following table provides a five-year record of assessed valuations for the City.

CITY OF SANTA CLARA
Assessed Valuation of Taxable Property
Fiscal Years 2018-19 through
2022-23 (In Thousands)

Fiscal Year	Net Secured Public Valuation	Utility	Net Unsecured Valuation	Net Assessed Valuation (1) (2)
2018-19	$36,596,483	$35	$7,266,592	$43,863,429
2019-20	38,502,828	870	7,629,244	46,132,942
2020-21	42,047,766	870	7,972,493	50,021,129
2021-22	44,162,052	870	8,007,077	52,170,000
2022-23	48,144,003	870	8,688,804	56,833,678

(1) Net of Homeowner Property Tax Relief.

(2) Totals may not add due to rounding.

Source: Santa Clara County, Department of Finance.

The following two tables set out the amounts of property tax collected in the City and the ten largest property-taxpayers in the City, respectively.

CITY OF SANTA CLARA
Property Tax Levies and Collections
Fiscal Years 2017-18 through 2021-22
(In Thousands)

Year	Gross Tax Levy	Current Tax Collections	% of Current Levy Received
2017-18	$33,312	$33,312	100.00%
2018-19	37,374	37,374	100.00
2019-20	40,288	40,288	100.00
2020-21	43,680	43,680	100.00
2021-22	45,539	45,539	100.00

Source: City of Santa Clara.

Pursuant to California Revenue and Taxation Code Sections 4701 et seq., Santa Clara County and maintains a reserve fund for the purpose of guaranteeing 100% of the secured levies of the electing governmental jurisdictions for which such county collects taxes (commonly referred to as "The Teeter Plan"). The City has elected to participate in Santa Clara County's Teeter Plan. Consequently, the City is not exposed to the effect of delinquencies in tax collections as long as the Teeter Plan is in effect.

CITY OF SANTA CLARA
2022-23 Ten Largest Property Taxpayers
(In Thousands)

Taxpayer	Total Assessed Value	% of Citywide Net Assessed Value	Primary Use
Intel Corporation	$2,193,816,422	3.85%	Industrial
Santa Clara Square Office IIA LLC	1,831,502,517	3.22	Residential
Nvidia Corporation	1,544,984,455	2.71	Commercial
Microsoft Corporation	1,201,470,025	2.11	Commercial
SI LLC	890,735,826	1.56	Commercial
Santa Clara Phase III EFH LLC	884,621,595	1.55	Commercial
Vantage Data Centers LLC	867,314,302	1.52	Commercial
Forty Niners SC Stadium Company LLC	777,020,014	1.36	Entertainment
Apple Inc	689,186,057	1.21	Industrial
Coresite Real Estate	539,534,745	0.95	Real Estate
TOTAL	**$11,420,185,958**	**20.06%**	

Source: Santa Clara County Assessor 2022-23 Combined Tax Rolls through HdL Coren & Cone.

Employment

The main businesses in the City are manufacturing and industrial. There are numerous manufacturing plants producing electric components, communications equipment, computer systems, electronic games and similar products and general items such as fiberglass, paper and chemicals.

The largest employers in the City as of June 30, 2022 were as follows:

CITY OF SANTA CLARA
Top Ten Employers
As of June 30, 2022

Company	No. of Employees	% of Total City Employment
Applied Materials, Inc.	8,500	20.7%
Intel Corporation	7,801	19.0
Advanced Micro Devices Inc.	3,000	7.3
California's Great America	2,500	6.1
Nvidia	2,500	6.1
Dell	2,088	5.1
Santa Clara University	2,000	4.9
City of Santa Clara	1,752	4.3
SVB Financial Group	1,250	3.0
Macy's	1,200	2.9
TOTAL TOP 10	**32,591**	**79.4%**
All Others	8,491	20.6
Total Employment	**41,082**	**100.0%**

Source: City of Santa Clara Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2022

Due to the nature of local industry, with its heavy emphasis on electronics, aerospace and research, Santa Clara has attracted many professional people and industrial workers possessing skills well above the average.

The San José Labor Market, as defined by the State of California Employment Development Department, includes all cities within Santa Clara County. This area is a highly developed industrial, research, and educational center of employment for a labor force that ranks well above the average in educational attainment and income.

The unemployment rate in the San José-Sunnyvale-Santa Clara MSA was 3.0 percent in April 2023, down from a revised 3.3 percent in March 2023, and above the year-ago estimate of 2.5 percent. This compares with an unadjusted unemployment rate of 4.3 percent for California and 3.1 percent for the nation during the same period. The unemployment rate was 5.8 percent in San Benito County, and 2.9 percent in Santa Clara County.

The following table presents the annual average wage and salary employment figures by industry classification for the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area for the years 2018 through 2022.

SAN JOSÉ-SUNNYVALE-SANTA CLARA METROPOLITAN STATISTICAL AREA (MSA)
(SAN BENITO AND SANTA CLARA COUNTIES)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
Calendar Years 2018 through 2022
(March 2022 Benchmark)

	2018	2019	2020	2021	2022
Civilian Labor Force [1][2]	1,073,700	1,083,000	1,058,200	1,044,200	1,073,300
Employment	1,044,600	1,054,900	981,900	993,300	1,044,100
Unemployment	29,200	28,000	76,300	51,000	29,200
Unemployment Rate	2.7%	2.6%	7.2%	4.9%	2.7%
Wage and Salary Employment: [3]					
Agriculture	5,800	5,600	5,300	5,000	4,800
Mining, Logging and Construction	50,100	53,200	50,300	51,900	54,100
Manufacturing	171,100	170,300	165,800	167,400	179,100
Wholesale Trade	32,200	31,400	29,200	28,300	29,000
Retail Trade	85,700	83,100	73,000	73,700	73,700
Transportation, Warehousing, Utilities	15,800	16,100	15,800	16,900	19,200
Information	92,100	100,600	105,900	107,100	106,400
Finance Activities	36,700	37,900	38,000	38,400	38,000
Professional and Business Services	236,200	243,100	237,600	242,600	253,700
Educational and Health Services	176,200	178,700	172,700	178,400	187,100
Leisure and Hospitality	105,700	107,500	73,100	79,000	96,600
Other Services	28,900	28,900	22,100	22,800	25,100
Federal Government	9,900	10,000	10,700	10,500	10,200
State Government	7,100	6,900	7,000	6,900	7,000
Local Government	79,700	80,400	76,300	76,000	78,800
Total all Industries	**1,133,300**	**1,153,700**	**1,082,700**	**1,104,800**	**1,162,600**

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Commercial Activity

The following summary shows the annual volume of taxable sales within the City since 2018. In 2022, retail sales totaled $2,367,525,270 and total taxable sales were $4,831,300,445.

CITY OF SANTA CLARA

Taxable Transactions by Type of Business
Calendar Years 2018 through 2022[(1)]
(In Thousands)

	2018	2019	2020	2021	2022
Retail and Food Services:					
Motor Vehicle and Parts Dealers	$677,247	$622,888	$518,034	$657,361	$776,153
Home Furnishing and Appliance Stores	340,746	361,006	232,802	216,616	234,450
Bldg. Mat'ls., Garden Equip., Supplies	91,281	95,046	110,846	120,862	128,752
Food and Beverage Stores	104,346	106,104	98,126	97,548	104,979
Gasoline Stations	153,094	152,581	97,171	128,918	176,771
Clothing and Accessories Stores	70,294	67,237	37,503	62,871	67,950
General Merchandise Stores	238,331	244,739	192,168	241,633	288,217
Food Services and Drinking Places	438,523	500,613	256,099	371,203	487,223
Other Retail Group	114,576	98,701	81,977	98,405	103,030
Total Retail and Food Services	2,228,437	2,248,916	1,624,725	1,995,416	2,367,525
All other outlets	2,478,517	2,380,777	2,366,534	2,492,184	2,463,775
Total all outlets	$4,706,954	$4,629,693	$3,991,259	$4,487,600	$4,831,300

(1) Most recent full year data available. Totals may not add due to rounding.

Source: State of California Board of Equalization

APPENDIX C

AUDITED FINANCIAL STATEMENTS OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2022

APPENDIX D

FORM OF SPECIAL COUNSEL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
City of Santa Clara
Wastewater Revenue Certificates of Participation,
Series 2023 (Green Bonds - Climate Bond Certified)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Santa Clara (the "City") in connection with the execution and delivery of the certificates of participation captioned above (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement dated as of October 1, 2023, between the City and The Bank of New York Mellon Trust Company, N.A. (the "Trustee") (the "Trust Agreement"). The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is 230 days after the end of the City's fiscal year (currently February 15 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" means The Bank of New York Mellon Trust Company, N.A., or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated _____, 2023, executed by the City in connection with the execution and delivery of the Certificates.

"*Participating Underwriter*" means _____, the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing February 15, 2024, with the report for Fiscal Year 2022-23, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) a notice to the MSRB, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the

preceding fiscal year, substantially similar to that provided in the corresponding tables in the Official Statement:

(1) [_____.

(2) _____.

(3) _____.

(4) _____].

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Certificates:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Certificates under the Trust Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Certificates. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if

such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be The Bank of New York Mellon Trust Company, N.A. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Certificates, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. (a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Certificate holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2023

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED:
The Bank of New York Mellon Trust Company, N.A.,
as Dissemination Agent

By: _____
Name: _____
Title: _____

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Certificates, payment of principal, interest and other payments on the Certificates to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Certificates and other related transactions between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the City nor the Underwriter take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Certificates, (b) Certificates representing ownership interest in or other confirmation or ownership interest in the Certificates, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Certificates"). The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Certificate will be issued for each maturity of each series of the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Prepayment notices will be sent to DTC. If less than all of the Certificates within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's

MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Prepayment proceeds, distributions, and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from City or the trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the trustee, or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of City or the trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to City or the trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificate certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that City believes to be reliable, but City takes no responsibility for the accuracy thereof.

APPENDIX G

CLIMATE BOND VERIFIER'S REPORT

OFFICIAL NOTICE OF SALE

$_____
CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2023

NOTICE IS HEREBY GIVEN that electronically submitted proposals will be received by the City of Santa Clara (the "City") for the purchase of $_____ aggregate principal amount of Wastewater Revenue Certificates of Participation, Series 2023 (the "Certificates"), which will be executed and delivered under a Trust Agreement dated as of October 1, 2023 (the "Trust Agreement"). Bidders are referred to the Preliminary Official Statement relating to the Certificates (the "Preliminary Official Statement") for additional information regarding the City, the Certificates, and the source of repayment therefor. See "Closing Procedures and Documents - Official Statement" below.

Bids will be received at the place, in the manner and up to the time and date specified below, subject to postponement or cancellation.

DATE AND TIME:	October __, 2023 at 9:00 a.m. Pacific Time
ELECTRONIC BIDDING:	Bid proposals must be submitted electronically through i-Deal LLC's BiDCOMP™/PARITY® as provided in this Official Notice of Sale
ELECTRONIC POSTING:	This Official Notice of Sale and the Preliminary Official Statement may be obtained through www.i-dealprospectus.com or from KNN Public Finance, LLC, acting as municipal advisor to the City (the "Municipal Advisor")

***RIGHT TO MODIFY OR AMEND*:** The City reserves the right to modify or amend this Official Notice of Sale in any respect. Any such modification or amendment will be communicated to potential bidders by publishing notice through any of *Thomson Financial*, *The Bond Buyer* wire or the *Bloomberg News* wire (the "News Service") no later than 3:00 p.m. Pacific Time on the business day preceding the date for receipt of bids. Failure of any bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale.

CANCELLATION OR POSTPONEMENT OF SALE; CHANGE IN PRINCIPAL AMOUNT: The City reserves the right to cancel or postpone the sale to a later date or other time by announcing such postponement or change through the News Service, no later than 3:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Notice of a new time, or of a new date and time, if any, will be given through the News Service as soon as practicable following a postponement. In the event of a postponement of the sale only, any subsequent bid submitted by the bidder will supersede any prior bid made. The City also reserves the right to change the principal amount of the Certificates

or the amount of individual maturities of the Certificates (see "Maturities", below) by announcing such change through Parity or through the News Service, no later than 3:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Any such postponement of the sale or change in the principal amount of the Certificates may be made without the necessity for any notice other than announcing such postponement or change through Parity or through the News Service.

ACCOMMODATION TO BIDDERS: As an accommodation to bidders, telephonic, facsimile or electronic mail notice of any modification or amendment of this Official Notice of Sale and notice of cancellation or postponement of the sale date or time will be given by the Municipal Advisor to any bidder requesting such notice. Such request for notice must be submitted to KNN Public Finance, LLC, Attention: Nedko Nedev, telephone (510) 208-8288, Fax: (510) 208-8282, E-mail: nnedev@knninc.com. Failure of any bidder to receive such telephonic, facsimile or electronic mail notice will not affect the sufficiency of such notice or the legality of the sale.

DESCRIPTION OF THE ISSUE

***GENERAL*:** The Certificates will be delivered as fully registered Certificates in denominations of $5,000 or multiples thereof and will be dated the date of original delivery. The Certificates represent installment payments which are payable by the City under an Installment Sale Agreement dated as of October 1, 2023 (the "Installment Sale Agreement") between the City of Santa Clara Public Facilities Financing Corporation (the "Financing Corporation") as seller and the City as purchaser. The installment payments are payable from and secured by a first pledge of and lien on the net revenues received by the City from its wastewater collection and transmission system (the "Wastewater System"), as more fully described in the Preliminary Official Statement.

PURPOSE AND APPLICATION OF PROCEEDS: The Certificates are being delivered to (i) finance the City's allocable share of certain improvements to the San José-Santa Clara Regional Wastewater Facility and (ii) prepay in full the installment payments payable by the City under an Installment Sale Agreement dated as of June 1, 2020, between the City and the Financing Corporation. In addition, proceeds of the Certificates will also be used to pay costs of issuing the Certificates.

***INTEREST RATE*:** Interest represented by the Certificates is payable on February 1, 2024, and semiannually thereafter on August 1 and February 1 of each year. Interest will be calculated on the basis of a 30-day month, 360-day year from the date of delivery of the Certificates. Each Certificate will represent interest at the specified rate from its date of delivery to its stated maturity date, and all Certificates maturing on any one date will represent the same rate of interest.

Bidders must specify the rate or rates of interest that the Certificates hereby offered for sale shall represent. Bidders will be permitted to bid different rates of interest; but (i) the maximum interest rate shall not exceed _____%, (ii) each interest rate specified in any bid must be in a multiple of one-eighth or one-twentieth of one percent per annum and a zero rate of interest cannot be specified, (iii) no Certificate shall represent more than one rate of interest, (iv) each Certificate shall represent interest from its date of delivery to its stated maturity date at the interest rate specified in the bid, (v) all Certificates payable at any one time shall represent the same rate of interest, and (vi) any premium bid must be

paid as part of the purchase price, and no bid will be accepted which contemplates the cancellation or the waiver of any interest or other concession by the bidder as a substitute for payment in full of the purchase price.

MATURITIES: The final aggregate principal amount of the Certificates and the maturity schedule will be determined following award to the successful bidder. For the purpose of calculating the winning bid for the Certificates, the maturity schedule set forth below will be used.

Maturity Date (February 1)	Principal Amount*

ADJUSTMENT OF PRINCIPAL AMOUNTS: Each principal amount listed in the maturity schedule set forth above is subject to increase or decrease in $5,000 increments. The Municipal Advisor will promptly recalculate the aggregate principal amount of the Certificates following award to the successful bidder, and will promptly inform the successful bidder of any such adjustment to the maturity schedule set forth above. Subsequent to the adjustment of principal amounts, the proposed purchase price will be adjusted to the level necessary to maintain the spread of the successful purchaser (the "Purchaser") as a percent of total par amount.

By offering a bid for the Certificates, a bidder will be obligated, if it is the successful bidder, to purchase the Certificates with any changes described above. The successful bidder may not withdraw its bid or change its interest rate bids as a result of any changes made to the principal amounts set forth above.

OPTIONAL PREPAYMENT: The Certificates maturing on or before February 1, 20__, are not subject to prepayment prior to their respective stated maturities. The Certificates maturing on or after February 1, 20__, are subject to prepayment prior to maturity, at the

*Preliminary, subject to change.

option of the City, in whole or in part, from any available source of funds, on any date on or after February 1, 20__, at a prepayment price equal to 100% of the principal amount of Certificates to be prepaid, without premium.

SINKING FUND PREPAYMENT: *Any bidder may, at its option, specify that one or more maturities of the Certificates will consist of term Certificates which are subject to mandatory sinking fund prepayment in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder.* If the bid of the successful bidder specifies that any maturity of Certificates will be term Certificates, such term Certificates will be subject to mandatory sinking fund prepayment on February 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES", at a prepayment price equal to the principal amount thereof to be prepaid together with accrued interest thereon to the prepayment date, without premium.

SECURITY: The Certificates represent the direct, undivided fractional interests of the owners thereof in installment payments to be made by the City under the Installment Sale Agreement. The obligation of the City to make such installment payments is payable from and secured by a pledge of and lien on the net revenues of the Wastewater System. A reserve fund will not be established for the Certificates. Bidders are referred to the Preliminary Official Statement for further particulars concerning the security for the Certificates.

TAX-EXEMPT STATUS: In the opinion of Jones Hall, A Professional Law Corporation, Special Counsel to the City, the portion of the installment payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum taxes. Such interest may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes.

BOOK-ENTRY ONLY: The Certificates, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Certificates. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. The Purchaser will not receive physical certificates representing its interest in the Certificates. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC, which in turn will remit such amounts to the beneficial owners of the Certificates through its participants, as described in the Preliminary Official Statement. Delivery of the Certificates will be made through the facilities of DTC in New York, New York, or through the facilities of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") via FAST transfer, and is presently expected to occur on October ___, 2023.

TERMS OF SALE

BEST BID: The Certificates will be awarded to the bidder offering to purchase the Certificates at the lowest true interest cost to the City. The true interest cost for each bid will be determined on the basis of the aggregate present value of each semiannual payment. The present value will be calculated to the expected date of delivery of the Certificates, being October ___, 2023, and will be based on the bid amount (par value plus any premium and less any discount). If two or more bids specify the same lowest true interest cost, then the selection for the award of the Certificates will be made among such bidders by the City in its sole discretion. All interest will be computed on a 360-day year, 30-day month basis from October ___, 2023, the expected date of delivery of the Certificates.

By submission of its bid, a bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and, as a condition to bidding on the Certificates, has determined that it can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) As of the date of its bid and as of the date of delivery of the Certificates, all members of the bidder's syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

FORM OF BID: All bids must be for all, but not less than all, of the Certificates offered for sale, plus such premium or less such discount as is specified in the bid. All bids must be unconditional. Each bid must be delivered by electronic transmission as described below and be received by the time and place set forth herein for the receipt of bids. All bids shall be deemed to incorporate all of the terms of this Official Notice of Sale.

ELECTRONIC BIDS: The City will receive bids delivered electronically through Parity. For further information about Parity, potential bidders may contact Parity by telephone at (212) 849-5021.

If any provision of this Official Notice of Sale conflicts with information provided by Parity, this Official Notice of Sale shall control. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with (including any charges by) Parity, and that Parity is not acting as an agent of the City. Instructions and forms for submitting electronic bids must be obtained from Parity. Acceptance of electronic bids shall be subject to the limitations set forth in **"WARNINGS REGARDING ELECTRONIC BIDS"** below.

WARNINGS REGARDING ELECTRONIC BIDS: *The City assumes no responsibility for ensuring or verifying bidder compliance with Parity's procedures. The City shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder. The City, the Municipal Advisor, Special Counsel and Disclosure Counsel assume no responsibility for any malfunction of the Parity system, any failure of a bid to be received at the official time for receipt of bids, or any error contained in any bid*

submitted electronically. The official time for receipt of bids will be determined by the City at the place of bid receipt, and the City shall not be required to accept the time kept by Parity as the official time. The City assumes no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete or not received.

If a bidder submits an electronic bid for the Certificates, such bidder thereby agrees to the following terms and conditions: (a) if any provision in this Official Notice of Sale with respect to the Certificates conflicts with information or terms provided or required by Parity, this Official Notice of Sale, including any amendments issued as described herein, shall control; (b) each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale; (c) the City shall not have any duty or obligation to provide or assure access to Parity to any bidder, and the City shall not be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of Parity or any incomplete, inaccurate or untimely bid submitted by any bidder through Parity; (d) the City is using Parity as a communication mechanism, and not as an agent of the City, to conduct the electronic bidding for the Certificates; (e) Parity is acting as an independent contractor, and is not acting for or on behalf of the City; (f) the City is not responsible for ensuring or verifying bidder compliance with any procedures established by Parity; (g) the City may regard the electronic transmission of a bid through Parity (including information regarding the purchase price for the Certificates and interest rates for any maturity of the Certificates) as though the information were submitted and executed on the bidder's behalf by a duly authorized signatory; (h) if the bidder's bid is accepted by the City, this Official Notice of Sale and the information that is transmitted electronically through Parity shall form a contract, and the bidder shall be bound by the terms of such contract; and (i) information provided by Parity to bidders shall form no part of any bid or any contract between the successful bidder and the City unless that information is included in this Official Notice of Sale provided by the City.

MULTIPLE BIDS: If multiple bids are received from a single bidder by any means or combination thereof, the City shall accept the bid representing the lowest true interest cost to the City, and each bidder agrees by submitting any bid to be bound by such best bid.

GOOD FAITH DEPOSIT: A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or wire transfer in the amount of $500,000 payable to the order of the Trustee, must be provided by the purchaser of the Certificates (the "Purchaser") not later than 10:00 a.m., California time, on the next business day following the award, as a guaranty that the Purchaser will accept and pay for the Certificates in accordance with the terms of the bid. If a check is used, it must be drawn on a bank or trust company having an office in San Francisco or Los Angeles, California. If the Deposit is made by wire transfer, such wire transfer must be in immediately available funds and to the account at the wire address specified by the City or the Trustee to the Purchaser. The amount of the Deposit will be applied to the purchase price of the Certificates. If after the award of the Certificates the Purchaser fails to complete its purchase on the terms stated in its proposal, the Deposit will be retained by the City. No interest on the Deposit will accrue to any bidder.

STATEMENT OF TRUE INTEREST COST: Each bidder is requested, but not required, to state in its bid the total percentage true interest cost (TIC), which shall be considered as informative only and not binding on either the bidder or the City.

ESTABLISHMENT OF ISSUE PRICE FOR THE CERTIFICATES: In the event the City receives at least three bona fide bids for the sale of the Certificates, then the issue price for the Certificates will be established based on the reasonably expected Initial Offering Prices of the Certificates as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Certificates used by the winning bidder in formulating its bid to purchase the Certificates. The winning bidder will be required to deliver on the Closing Date a certificate to such effect, and provide to the City, in writing, the Expected Offering Prices as of the date on which the Certificates are sold. Such certificate and supporting documentation shall be in substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Special Counsel.

In the event the City receives fewer than three bona fide bids for the Certificates, the City intends to treat the Initial Offering Price of each maturity of the Certificates set forth in the bid submitted by the winning bidder (the "Initial Offering Price") as the issue price of that maturity (the "Hold-the-Offering-Price Rule"). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Certificates, the City will treat the Initial Offering Prices as of the date that the Certificates are awarded by the City to the successful bidder (the "Sale Date") as the issue price of the Certificates. The City will advise the apparent winning bidder within one hour of receipt of bids if the Hold-the-Offering-Price Rule will apply. In the event that the competitive sale requirements are not satisfied and issue price is established pursuant to the Hold-the-Offering-Price Rule, the issue price certificate shall be modified as necessary in the reasonable judgment of Special Counsel and the City.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Certificates, (i) confirm that the underwriters have offered or will offer each maturity of the Certificates to the public on or before the Sale Date at the Initial Offering Price set forth in the bid submitted by the winning bidder, and (ii) agree that the underwriters will neither offer nor sell any maturity of the Certificates to any person at a price that is higher than the Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the 5th business day after the Sale Date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the Initial Offering Price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Certificates to the public at a price that is no higher than the Initial Offering Price if that occurs prior to the close of the 5th business day after the Sale Date.

The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth

in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Certificates.

By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the Certificates of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public, and

(B) comply with the Hold-the-Offering-Price Rule, if and for so long as directed by the successful bidder and in the related pricing wires; and

(2) any agreement among underwriters relating to the sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and

(B) comply with the Hold-the-Offering-Price Rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale.

As used herein, the term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. As used herein, the term "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

QUALIFICATION FOR SALE; BLUE SKY: Compliance with Blue Sky laws shall be the sole responsibility of the successful bidder, and the successful bidder shall indemnify and hold harmless the City and its officers and officials from any loss or damage resulting from any failure to comply with any such laws. The City will furnish such information and take such action not inconsistent with law as the successful bidder may request and the City shall deem necessary or appropriate to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the successful bidder; *provided, however*, that the City shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. **The successful bidder will not offer to sell, or solicit any offer to buy, the Certificates in any jurisdiction where it is unlawful for such successful bidder to make such offer, solicitation or sale, and the successful bidder shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions in which the successful bidder sells the Certificates.**

RIGHT OF REJECTION: The City reserves the right, in its discretion, to reject any and all bids, to waive any irregularity or informality in any bid and to reoffer the Certificates for sale. The City retains absolute discretion to determine whether any bid is timely. The City takes no responsibility for informing any bidder prior to the time for receiving bids that its bid is incomplete or not received.

PROMPT AWARD: The City will take action awarding the Certificates or rejecting all bids not later than 24 hours after the expiration of the time herein prescribed for the receipt of bids unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

CLOSING PROCEDURES AND DOCUMENTS

DELIVERY AND PAYMENT: DELIVERY OF THE CERTIFICATES WILL BE MADE TO THE SUCCESSFUL BIDDER THROUGH DTC AND IS EXPECTED TO OCCUR ON October ___, 2023. Payment for the Certificates must be made by wire transfer in immediately available funds. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder. The cost of preparing the Certificates will be borne by the City.

RIGHT OF CANCELLATION: The successful bidder shall have the right, at the bidder's option, to cancel its contractual obligation to purchase the Certificates if the City shall fail to deliver the Certificates and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of such bidder's Deposit.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEE: Attention of bidders is directed to California Government Code Section 8856, which provides that the lead underwriter or the purchaser of the Certificates will be charged the California Debt and Investment Advisory Commission fee payable with respect to the Certificates.

CUSIP NUMBERS, DTC FEES AND OTHER FEES: It is expected that the successful bidder will apply for CUSIP identification numbers for the Certificates and will furnish such CUSIP identification numbers to Special Counsel within two business days after notice of award. It is anticipated that such CUSIP identification numbers will be printed on the Certificates being delivered to DTC, but neither the failure to print a CUSIP identification number nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Certificates in accordance with the terms and provisions of its bid and this Official Notice of Sale. CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder. All expenses in relation to the printing of the CUSIP identification numbers on the Certificates shall be paid by the City. The successful bidder shall also be required to pay all fees required by DTC, the Securities Industry and Financial Markets Association, the Municipal Securities Rulemaking Board and any other similar entity imposing a fee in connection with the delivery of the Certificates.

NO LITIGATION: There is no litigation pending concerning the validity of the Certificates, the corporate existence of the City or the Financing Corporation, or the entitlement of the officers thereof to their respective offices, and the purchaser will be furnished a no-litigation certificate certifying to the foregoing as of and at the time of delivery of the Certificates.

SPECIAL COUNSEL OPINION: The legal opinion of Jones Hall, A Professional Law Corporation, Special Counsel to the City, addressed to the City, approving the validity of the Certificates and related financing documents will be furnished to the successful bidder upon delivery of the Certificates. A copy of the proposed form of the opinion of Special Counsel is set forth in Appendix D of the Preliminary Official Statement.

DISCLOSURE COUNSEL OPINION: The legal opinion of Jones Hall, A Professional Law Corporation, Disclosure Counsel to the City, regarding the Official Statement, will be furnished to the successful bidder upon delivery of the Certificates.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared, copies of which may be obtained upon request made to the Municipal Advisor, KNN Public Finance, LLC, 2054 University Avenue, Suite 300, Berkeley, California 94704, Attention: Nedko Nedev, telephone (510) 208-8288, Fax: (510) 208-8282, E-mail: nnedev@knninc.com. The Preliminary Official Statement is also available at www.i-dealprospectus.com. The Preliminary Official Statement shall be "deemed final" by the City prior to or on the date of sale of the Certificates for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but the Preliminary Official Statement is subject to revision, amendment and completion in a final Official Statement. A copy of the

certificate executed by the City indicating that the Preliminary Official Statement has been deemed final as of its date will be provided to potential bidders upon request to the Municipal Advisor at the address provided above. Copies of the Official Statement will be made available upon request, submitted to either Financial Advisor no later than 24 hours after the time of receipt of bids, at the purchaser's expense, for use in connection with any resale of the Certificates.

CERTIFICATE OF CITY RELATING TO OFFICIAL STATEMENT: The City will provide to the successful bidder for the Certificates a certificate, signed by an authorized officer of the City, confirming to the successful bidder that, as of the date of the final Official Statement, to the best of such officer's knowledge and belief, the Official Statement (excluding therefrom the information provided by the successful bidder regarding the underwriting, reoffering and CUSIP identification numbers for the Certificates, and the information set forth in Appendix F - "Book Entry Only System," such information being hereinafter referred to as the "Excluded Information") does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Such Certificate of the City will further certify: (i) that there has been no material adverse change in the condition or affairs of the City, financial or otherwise, whether or not arising from transactions in the ordinary course of the operations of the City, as such operations are described in the Official Statement, which would make it unreasonable for such successful bidder to rely upon the Official Statement in connection with the resale of the Certificates; (ii) that to the best of such officer's knowledge, excluding therefrom the Excluded Information as to which no certification will be provided, no event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of delivery of the Certificates any statement of a material fact or is not reflected in the Official Statement but should be reflected therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (iii) authorizing the successful bidder to distribute copies of the Official Statement in connection with the resale of the Certificates.

By making a bid for the Certificates, the successful bidder agrees: (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the City; (ii) to promptly file a copy of the final Official Statement, including any supplements prepared by the City, with the Municipal Securities Rulemaking Board Electronic Municipal Market Access (EMMA) system accessible at the emma.msrb.org website; and (iii) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Certificates to the ultimate purchasers.

CONTINUING DISCLOSURE: In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the City will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information relating to the City and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. See "Continuing Disclosure" in the Preliminary Official Statement.

Jones Hall, A Professional Law Corporation, Disclosure Counsel to the City, has conducted a due diligence review into the compliance by the City and its related entities with prior continuing disclosure undertakings under the Rule during the previous five years. Bidders are referred to the Preliminary Official Statement for further information concerning the results of such review.

Dated: September __, 2023 **CITY OF SANTA CLARA**

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2023

The undersigned, on behalf of [NAME OF PURCHASER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Certificates").

1. *Reasonably Expected Initial Offering Price*.

(a) As of the Sale Date, the reasonably expected Initial Offering Prices of the Certificates to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Certificates used the by the Purchaser in formulating its bid to purchase the Certificates. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Certificates.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Certificates.

2. *Defined Terms*.

(a) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is October ___, 2023.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a

member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Certificate of Arbitrage and with respect to compliance with the federal income tax rules affecting the Certificates, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Certificates.

[PURCHASER]

By:
Name:

Dated: [Issue Date]

[Attach Schedule A showing the maturity schedule for the Certificates and including the Initial Offering Price for each maturity.]

$_____

CITY OF SANTA CLARA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2023

CERTIFICATE PURCHASE AGREEMENT

October ___, 2023

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter"), hereby offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with the City of Santa Clara (the "City") for the purchase by the Underwriter of the certificates of participation captioned above (the "Certificates"). Upon acceptance of this offer by the City, this Purchase Agreement will be binding upon the City and the Underwriter. The offer made hereby is made subject to acceptance by the City (by delivery to the Underwriter of an executed counterpart hereof by the City) at or before 11:59 p.m., California time, on the date hereof or at such later time and date as shall have been consented to by the Underwriter.

The Certificates are being executed and delivered pursuant to a Trust Agreement dated as of October 1, 2023 (the "Trust Agreement"), among the City, the City of Santa Clara Public Facilities Financing Corporation (the "Corporation") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

1. Purchase and Purchase Price; Terms of Certificates. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the City agrees to cause the Trustee to execute and deliver to the Underwriter, and the Underwriter agrees to purchase, all (but not less than all) of the Certificates at an aggregate purchase price of $_____ (representing the aggregate principal amount of $_____, plus original issue premium of _____, less an Underwriter's discount of $_____).

The Certificates shall be dated the date of their delivery and shall be issued as current interest Certificates, as set forth on Exhibit A hereto. The Certificates shall evidence principal payable on the stated dates and amounts as set forth in Exhibit A hereto. The Certificates shall be subject to prepayment as described on Exhibit A hereto.

The proceeds of the Certificates, together with other available funds, will be used to (i) finance the City's share of certain capital costs of improvements to the San José-Santa Clara Regional Wastewater Facility, (ii) refinance the City's obligations under an Installment Sale

Agreement dated as of June 1, 2020 (the "2020 Installment Sale Agreement"), and (iii) pay the costs incurred in connection with the execution and delivery of the Certificates.

The Certificates evidence direct, undivided fractional interests in the installment payments to be made by the City under an Installment Sale Agreement dated as of October 1, 2023 (the "Installment Sale Agreement") between the City as purchaser and the Corporation as seller. The Certificates shall be substantially in the form described in, shall be executed, delivered and secured under and pursuant to, and shall be payable as provided in, the Trust Agreement.

The City hereby ratifies, confirms and approves the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement dated September ___, 2023, relating to the Certificates (the "Preliminary Official Statement"), which the City deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12.

The City agrees to deliver to the Underwriter as many copies of the Official Statement dated the date of this Purchase Agreement, relating to the Certificates (as supplemented and amended from time to time, the "Official Statement") as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City agrees to deliver such copies of the Official Statement within seven business days after the execution of this Purchase Agreement, and in sufficient time to accompany any confirmation that requests payment from a customer. The City hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Certificates.

The City hereby further authorizes the Underwriter to use, in connection with the offer and sale of Certificates, the Trust Agreement and the Installment Sale Agreement.

The Underwriter agrees to make a bona fide public offering of the Certificates at the initial offering prices or yields set forth on the inside cover page of the Official Statement; provided, however, that the Underwriter reserves the right to make concessions to dealers and to change such initial offering prices or yields as the Underwriter shall deem necessary in connection with the marketing of the Certificates. Subject to the terms and conditions hereof, upon receipt of proof of such delivery to DTC, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 hereof in federal or other immediately available funds.

On or before October ___, 2023 (the "Closing Date"), the Certificates shall be delivered as aforesaid at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the Underwriter and the City mutually agree upon. On the Closing Date, the City will deliver or cause to be delivered the other documents mentioned herein at the offices of Jones Hall, a Professional Law Corporation in San Francisco, California, or at such other place as shall have been mutually agreed upon by the Underwriter and the City.

The Underwriter hereby represents that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Certificates during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Certificates, including,

without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by Rule 15c2-12.

The Certificates (bearing CUSIP numbers) shall be in fully registered form, initially registered in the name of Cede & Co., as nominee of DTC, and shall be subject to a book-entry system of registration and transfer as described in the Official Statement. The Certificates shall be made available to the Underwriter for purposes of inspection for a reasonable period prior to the Closing Date in New York, New York, or at such other place as shall have been mutually agreed upon by the City and the Underwriter.

2. Covenants, Representations and Warranties of the City. The City hereby covenants, represents and warrants to the Underwriter that:

(a) The City is a charter city duly organized and validly existing under the constitution and laws of the State of California. The City has all necessary power and authority and has taken all official actions necessary to execute and deliver the Official Statement, the Trust Agreement and the Installment Sale Agreement, and to execute, deliver and perform its duties under this Purchase Agreement, the Trust Agreement and the Installment Sale Agreement. This Purchase Agreement, the Trust Agreement and the Installment Sale Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) The City is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the City is a party or to which the City or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the Trust Agreement, the Installment Sale Agreement, and the Certificates, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificates, the Trust Agreement or the Installment Sale Agreement.

(c) To the best knowledge of the City, after investigation, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the City required for the execution and delivery of this Purchase Agreement, the Trust Agreement or the Installment Sale Agreement, or the

execution and sale of the Certificates or the consummation by the City of the transactions contemplated herein, in the Official Statement, or in the Trust Agreement and the Installment Sale Agreement, which has not been duly obtained or made on or prior to the date hereof.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the City, after investigation, threatened against the City which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, the Trust Agreement or the Installment Sale Agreement, or contesting the validity of this Purchase Agreement, the Certificates, the Trust Agreement or the Installment Sale Agreement, or the powers of the City to enter into or perform its obligations under this Purchase Agreement, the Trust Agreement or the Installment Sale Agreement, or the existence or powers of the City, or which, if determined adversely to the City, would materially impair the City's ability to meet its obligations under the Trust Agreement and the Installment Sale Agreement or materially and adversely affect the City's financial condition.

(e) The preparation and distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City and the statements and information contained therein (except for statements and information regarding DTC) are true and correct in all material respects and such statements and information do not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) The City agrees that, for a period of 90 days after the end of the "underwriting period" (as defined in Rule 15c2-12), if any event of which it has actual knowledge occurs as a result of which the information in the Official Statement as then in existence would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the City shall promptly prepare, or cooperate in the preparation of, an amendment or supplement to the Official Statement which will correct such statement or omission. The City shall advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Underwriter. The City shall promptly advise the Underwriter of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. Unless the Underwriter otherwise advises the City that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(h) Any certificate signed by any official of the City and delivered in connection with the transactions contemplated by the Official Statement and this Purchase Agreement shall be deemed to be a representation by the City to the Underwriter as to the statements made therein.

(i) The City agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions

of the United States as the Underwriter may reasonably request; provided, however, that the City will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the City contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City, the Corporation and the Trustee made in any certificates or other documents furnished under this Purchase Agreement, the Trust Agreement and the Installment Sale Agreement, and to the performance by the City, the Corporation and the Trustee of their respective obligations to be performed under this Purchase Agreement, the Trust Agreement and the Installment Sale Agreement, at or prior to the Closing Date, and to the following additional conditions:

(a) At the Closing Date, the Certificates, the Trust Agreement, the Installment Sale Agreement, and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said documents shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the execution and delivery of the Certificates and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Jones Hall, A Professional Law Corporation, Special Counsel, shall deem to be necessary and appropriate;

(b) The representations and warranties of the City contained in this Purchase Agreement shall be true, correct and complete in all material respects on the date hereof and on the Closing Date, as if made again on the Closing Date, and the Official Statement (as the same may be supplemented or amended with the written approval of the Underwriter) shall be true, correct and complete in all material respects and such information shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary to make the statements therein relating to the City, in light of the circumstances under which such statements were made, not misleading;

(c) Between the date hereof and the Closing Date, neither the market price nor marketability, at the initial offering prices set forth in the Official Statement, of the Certificates shall have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service with the purpose or effect, directly or indirectly (except as described in the Official Statement), of imposing

federal income taxation upon such interest as would be received by the owners of the Certificates, or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or of the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental entity, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the execution, delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(6) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the City;

(7) the withdrawal or downgrading of any rating or credit outlook of the Certificates or other obligations of the City by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Official Statement, the Trust Agreement and the Installment Sale Agreement, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(2) an unqualified approving opinion, dated the Closing Date and addressed to the City, of Jones Hall, A Professional Law Corporation, Special Counsel, in substantially the form attached to the Official Statement as Appendix D, and a letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as of such opinion were addressed to it;

(3) the supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Special Counsel, substantially to the effect that (i) this Purchase Agreement, the Trust Agreement and the Installment Sale Agreement have been duly authorized, executed and delivered by the City and are valid and binding agreements of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium and other laws affecting the enforcement of creditors' rights, by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California (ii) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended, (iii) the statements contained in the Official Statement under the captions "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" and "TAX MATTERS," insofar as such statements purport to summarize certain provisions of the Certificates, the Trust Agreement and the Installment Sale Agreement, and Special Counsel's opinion concerning certain federal tax matters relating to the Certificates, are accurate in all material respects, and (iv) the Trust Agreement and the Installment Sale Agreement have been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California;

(4) a letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City ("Disclosure Counsel"), addressed to the Underwriter and the City, to the effect that without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the

preparation of the Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Official Statement, including the cover page (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book entry system, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) a certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute and deliver the Certificates to the Underwriter pursuant to the Trust Agreement, (ii) when delivered to and paid for by the Underwriter on the Closing Date, the Certificates will have been duly executed and delivered by the Trustee, (iii) the execution and delivery of the Trust Agreement and the Assignment Agreement and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Agreement, and (iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or, to the best knowledge of the Trustee, threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Trust Agreement and the Assignment Agreement or contesting the powers of the Trustee to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trust Agreement or the Assignment Agreement or the ability of the Trustee to perform its obligations thereunder;

(6) a certificate of the City, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the City Resolution (defined below) was duly adopted at a meeting of the City Council of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (ii) the representations and warranties of the City contained in this Purchase Agreement, the Trust Agreement and the Installment Sale Agreement are true and correct in all material respects as of the Closing Date as if made on the Closing Date, (iii) to the best of the City's

knowledge, no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information (except for statements and information regarding DTC) contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information (except for statements and information regarding DTC) therein not misleading in any material respect, and (iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the City, after investigation, threatened against the City which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, the Trust Agreement or the Installment Sale Agreement, or contesting the validity of the Certificates, the Trust Agreement or the Installment Sale Agreement, or the powers of the City to enter into or perform its obligations under the Trust Agreement and the Installment Sale Agreement, or the existence or powers of the City, or which, if determined adversely to the City, would materially impair the City's ability to meet its obligations under the Trust Agreement and the Installment Sale Agreement or materially and adversely affect the City's financial condition;

(7) a certificate of the Corporation, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, (ii) the Corporation has all necessary power and has taken all official actions necessary to execute, deliver and perform its duties under the Trust Agreement and the Installment Sale Agreement, and each of the Trust Agreement and the Installment Sale Agreement has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion, (iii) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Trust Agreement and the Installment Sale Agreement, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or

instrument except as may be provided by the Trust Agreement and the Installment Sale Agreement, (iv) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Trust Agreement and the Installment Sale Agreement, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the Trust Agreement and the Installment Sale Agreement, which has not been duly obtained or made on or prior to the date hereof, (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, Trust Agreement or the Installment Sale Agreement, or contesting the validity of the Certificates, Trust Agreement or the Installment Sale Agreement, or the powers of the Corporation to enter into or perform its obligations under the Trust Agreement and the Installment Sale Agreement, or the existence or powers of the Corporation, and (vi) to the best of the Corporation's knowledge, no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(8) a certified copy of the Resolution of the City Council of the City (the "City Resolution") authorizing the execution and delivery of the Trust Agreement and the Installment Sale Agreement, and other matters pertaining thereto, including any amendments thereto;

(9) a certified copy of the Resolution of the governing board of the Corporation (the "Corporation Resolution") authorizing the execution and delivery of the Trust Agreement and the Installment Sale Agreement, and other matters pertaining thereto, including any amendments thereto;

(10) an opinion of counsel to the Corporation, to the effect that, (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California; (ii) the Corporation Resolution was duly adopted at a meeting of the governing body of the Corporation, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; and (ii) the Certificate Agreements to which the Corporation is a party have been duly authorized, executed and delivered by the Corporation, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Corporation enforceable against the Corporation in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California.

(11) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of the Trust Agreement;

(12) the rating letter of Standard & Poor's Rating Services ("S&P") to the effect that such rating agency has rated the Certificates "____";

(13) the duly executed Continuing Disclosure Certificate of the City in substantially the form attached to the Official Statement as Appendix E;

(14) a tax certificate of the City in form and substance acceptable to Special Counsel;

(15) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the Trustee, the Corporation and the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Trustee, the Corporation and the City, and the due performance or satisfaction by the Trustee, the Corporation and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Trustee, the Corporation and the City.

If the City is unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the City and neither the Underwriter nor the Corporation shall have any further obligations hereunder.

4. Fees and Expenses. Except as provided in the following paragraph, the City shall pay all costs and expenses incurred in connection with or relating to the execution and sale of the Certificates, including but not limited to: (a) all fees and expenses of Jones Hall, a Professional Law Corporation, for services rendered as Special Counsel and Disclosure Counsel, (b) all expenses and costs of the City incident to the performance of its obligations hereunder and in connection with the authorization, execution and sale of the Certificates to the Underwriter including CUSIP numbers, (c) the costs of printing the Preliminary Official Statement and the Official Statement, (d) the fees and expenses of the Trustee and its counsel, and (e) the fees of Standard & Poor's Ratings Services for rating the Certificates.

The Underwriter shall pay any advertising expenses incurred in connection with the public offering of the Certificates, California Debt and Investment Advisory Commission and other regulatory bond fees, except as provided in the preceding paragraph, and all other expenses incurred by the Underwriter in connection with the public offering and sale of the Certificates.

5. Survival of Certain Representations and Obligations. The agreements, covenants, representations, warranties and other statements of the City and its officials or officers set forth in or made pursuant to this Purchase Agreement shall survive delivery of and payment for the Certificates, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

6. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and, if to the City, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
Attention: Director of Finance
Email: Finance@santaclaraca.gov

and if to the Underwriter, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

_____
_____
_____
Attention: _____
Email: _____

or such other address as shall be designated by any such party in a written notice to each of the other parties.

7. No Fiduciary Duty. The City acknowledges and agrees that

(a) the purchase and sale of the Certificates pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter, and the City and the Underwriter have financial and other interests that differ from those of each other;

(b) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City;

(c) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the execution and delivery of the Certificates or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Purchase Agreement;

(d) the Underwriter has financial and other interests that differ from those of the City;

(e) the City has consulted with its own legal and municipal advisors to the extent it deemed appropriate in connection with the execution and delivery of the Certificates; and

(f) other than as imposed by law, the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement.

8 Determination of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Certificates and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in form and substance acceptable to the City and Special Counsel, to accurately reflect,

as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of the Certificates. For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(c) The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has been satisfied (the "10% Test Maturities"). Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied (the "Hold-the-Price Maturities") and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity of the Hold-the-Price Maturities as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Hold-the-Price Maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the 5th business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of such Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the 5th business day after the sale date.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all the Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter that the

10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(ii) to promptly notify the Underwriter of any sales of the Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by an underwriter, dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all the Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates.

(f) The Underwriter acknowledges that sales of any Certificate to any person that is a related party to an underwriter participating in the initial sale of the Certificates to

the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the public),

(3) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Certificates hereunder.

10. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

11. Effectiveness. This Purchase Agreement shall become effective upon its execution by duly authorized officers of the Underwriter and the City and shall be valid and enforceable from and after the time of such execution.

12. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[_____]

_____

By: _____
Authorized Officer

ACCEPTED:

City of Santa Clara

By: _____
_____,
_____

Time of Execution:

EXHIBIT A

MATURITIES AND PREPAYMENT PROVISIONS

MATURITIES

Maturity (February 1)	Principal Amount	Interest Rate	Yield	Initial Offering Price	10% Test Used	Hold-the-Offering-Price Rule Used

PREPAYMENT PROVISIONS

The Certificates maturing on or before February 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after February 1, 20__, are subject to prepayment prior to their stated maturity, at the option of the City, in whole, or in part by lot, on February 1, 20__, or on any date thereafter, from prepayments of the Installment Payments made under the Installment Sale Agreement from any legally available source of funds of the City, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA AMENDING INSTALLMENT SALE AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, the City of Santa Clara (the "City") owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"); and

WHEREAS, in order to finance the acquisition and installation of improvements to the Wastewater System consisting generally of the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines (the "Project"), the City of Santa Clara Public Facilities Financing Corporation (the "Financing Corporation") and the City entered into an Installment Sale Agreement dated as of March 8, 2016 (the "Original Installment Sale Agreement) pursuant to which the Financing Corporation agreed to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

WHEREAS, in order to provide the funds needed to finance the Project, the Financing Corporation assigned the Installment Payments to DNT Asset Trust, a wholly owned subsidiary of JPMorgan Chase Bank National Association, as lender (the "Lender"); and

WHEREAS, the City and the Financing Corporation have determined that it is advisable to make certain changes to the covenants regarding the establishment of rates and charges contained in Section 5.6 of the Original Installment Sale Agreement, and there has been presented to the City

Council a First Amendment to Installment Sale Agreement (the "First Amendment") carrying out these changes; and

WHEREAS, under Section 8.5 of the Original Installment Sale Agreement, the Original Installment Sale Agreement may be amended with the written consent of the Financing Corporation, the City and the Lender.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Approval of First Amendment to Installment Sale Agreement. The City Council hereby approves the First Amendment, between the City and the Financing Corporation, in the form thereof on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Mayor, the City Manager, any Assistant City Manager, the Director of Finance, the Assistant Director of Finance, and any such other officer of the City as any such officer may designate (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval. Each Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the First Amendment on behalf of the City.

2. Official Actions. Each Authorized Officer and any other officer of the City are each authorized and directed in the name and on behalf of the City to make and execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution and the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be

taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the City in furtherance of this Resolution are hereby ratified and approved.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

4. Effective Date. This Resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2023, 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. First Amendment to Installment Sale Agreement

RESOLUTION NO. _____(PFCC)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION AMENDING INSTALLMENT SALE AGREEMENT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, AS FOLLOWS:

WHEREAS, the City of Santa Clara (the "City") owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the "Wastewater System"); and

WHEREAS, in order to finance the acquisition and installation of improvements to the Wastewater System consisting generally of the rehabilitation and replacement of the Trimble Road trunk sanitary sewer pipelines (the "Project"), the City of Santa Clara Public Facilities Financing Corporation (the "Financing Corporation") and the City entered into an Installment Sale Agreement dated as of March 8, 2016 (the "Original Installment Sale Agreement) pursuant to which the Financing Corporation agreed to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

WHEREAS, in order to provide the funds needed to finance the Project, the Financing Corporation assigned the Installment Payments to DNT Asset Trust, a wholly owned subsidiary of JPMorgan Chase Bank National Association, as lender (the "Lender"); and

WHEREAS, the City and the Financing Corporation have determined that it is advisable to make certain changes to the covenants regarding the establishment of rates and charges contained in

Section 5.6 of the Original Installment Sale Agreement, and there has been presented to the Board of Directors a First Amendment to Installment Sale Agreement (the "First Amendment") carrying out these changes; and

WHEREAS, under Section 8.5 of the Original Installment Sale Agreement, the Original Installment Sale Agreement may be amended with the written consent of the Financing Corporation, the City and the Lender.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION AS FOLLOWS:

1. Approval of First Amendment to Installment Sale Agreement. The Board of Directors hereby approves the First Amendment, between the City and the Financing Corporation, in the form thereof on file with the Secretary together with any changes therein or additions thereto deemed advisable by the President, the Director of Finance, the Executive Director, and any such other officer of the Corporation as any such officer may designate (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval. Each Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Financing Corporation to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the First Amendment on behalf of the Financing Corporation.

2. Official Actions. Each Authorized Officer and all other officers of the Financing Corporation are each authorized and directed in the name and on behalf of the Financing Corporation to make any and all assignments, certificates, requisitions, agreements, notices, consents and other instruments of conveyance and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated

by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the Financing Corporation is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the Financing Corporation in furtherance of this Resolution are hereby ratified and approved.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

4. Effective Date. This Resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE _____ DAY OF _____, 2023, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAINED: BOARD MEMBERS:

ATTEST:_____

NORA PIMENTEL, MMC
ASSISTANT SECRETARY
CITY OF SANTA CLARA PUBLIC
FACILITIES FINANCING
CORPORATION

Attachments incorporated by reference:
1. First Amendment to Installment Sale Agreement

FIRST AMENDMENT TO
INSTALLMENT SALE AGREEMENT

This FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (together with any amendments hereof and supplements hereto, this "First Amendment"), dated as of October 1, 2023, is between the CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as seller, and the CITY OF SANTA CLARA, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), as purchaser.

RECITALS

A. The Corporation and the City entered into an Installment Sale Agreement dated as of March 8, 2016 (the "Original Agreement"), in order to finance the construction of the Project (as defined in the Original Agreement).

B. For the purpose of obtaining the moneys required to finance the construction of the Project, the Corporation assigned and transferred certain of its rights under the Original Agreement to DNT Asset Trust, a wholly owned subsidiary of JPMorgan Chase Bank National Association (the "Assignee"), under an Assignment Agreement dated as of March 8, 2016, among the City, the Corporation and the Assignee.

C. The City and the Corporation have determined that it is advisable to make certain changes to the covenants regarding the establishment of rates and charges contained in Section 5.6 of the Original Agreement.

D. Under Section 8.5 of the Original Agreement, the Original Agreement may be amended with the written consent of the Corporation, the City and the Assignee.

E. Capitalized terms used but not defined herein have the meanings set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the Corporation and the City do hereby agree as follows:

Section 1. Amendment of Original Agreement. Section 5.6 of the Original Agreement is hereby amended and restated in full as follows:

> Section 5.6. *Rates and Charges*. The City shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year, which are at least sufficient, together with amounts transferred from a Rate Stabilization Fund as provided in Section 4.6, and taking into account allowances for contingencies, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:
>
> (a) All Operation and Maintenance Costs estimated by the City to become due and payable in the Fiscal Year.

(b) All Installment Payments and all payments of principal of and interest on any Parity Debt as they become due and payable during the Fiscal Year, without preference or priority.

(c) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

In addition, the City shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Wastewater System during each Fiscal Year which (together with amounts transferred from a Rate Stabilization Fund as provided in Section 4.6, and taking into account allowances for contingencies), are sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Installment Payments and payments on Parity Debt coming due in the Fiscal Year.

So long as the City has complied with its obligations as described in the above paragraph at the commencement of the succeeding Fiscal Year or as soon thereafter as is reasonably possible, but no later than June 30 of such applicable succeeding Fiscal Year, the failure of Net Revenues to meet the threshold described in the above paragraph at the end of a Fiscal Year will not constitute a default or an Event of Default.

Section 2. Authority. This First Amendment is being executed with the consent of the Assignee pursuant to and in accordance with Section 8.5 of the Original Agreement.

Section 3. Original Agreement Continues in Effect. Except as amended and supplemented by this First Amendment, the Original Agreement shall remain in full force and effect.

Section 4. Effective Date. This First Amendment shall become effective upon the date hereof.

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to be executed as of the date first above written.

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

By: _____
Executive Director

APPROVED AS TO FORM:

By _____
General Counsel

ATTEST:

By _____
Assistant Secretary

CITY OF SANTA CLARA

By: _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
Assistant City Clerk

CONSENTED TO BY:
DNT ASSET TRUST, A WHOLLY OWNED SUBSIDIARY OF JPMORGAN CHASE BANK NATIONAL ASSOCIATION,
as Assignee

By _____

Name _____

Title _____

23-1072 **Agenda Date: 8/29/2023**

REPORT TO COUNCIL

SUBJECT
Action on Appointment of a Primary Member and an Alternate Member to the Stevens Creek Corridor Steering Committee

BACKGROUND
In 2019, the cities of Cupertino, Santa Clara, San José, and Santa Clara County adopted resolutions in support of a vision study of the Stevens Creek corridor, formalizing interest in creating a common vision for high-capacity transit along the Stevens Creek Corridor that will improve mobility and its interrelationship with walking, biking, placemaking, and enhancing the quality of life for all community members in a seamless manner. In 2020, a Stevens Creek Corridor Steering Committee (also known as the Stevens Creek Boulevard Vision Study Steering Committee) was informally established and was comprised of elected officials from participating jurisdictions (Cupertino, Santa Clara, San Jose, Santa Clara County, and Valley Transportation Authority) to provide a forum to discuss and provide direction on a common vision for the Stevens Creek Corridor. Since 2021, the elected officials from Santa Clara invited to participate in the Stevens Creek Corridor Steering Committee (Steering Committee) included Mayor Lisa Gillmor and Councilmember Anthony Becker.

DISCUSSION
At the January 31, 2023 City Council meeting, the Council formally approved Mayor Lisa M. Gillmor and Councilmember Anthony Becker both as the two Santa Clara elected official members of the Steering Committee as part of the City's appointment of members to Outside Agency Committees for the 2023 Calendar Year.

At the June 23, 2023 Steering Committee meeting, the Steering Committee reviewed draft Steering Committee bylaws in an effort to formalize the organizational make up and operation of the Steering Committee. During a discussion of the draft bylaws, there was a direction given to change the Steering Committee make up to each agency providing one primary member and one alternate member. Consequently, each of the five agencies/jurisdictions represented in the Committee has been requested to appoint a primary and alternate Committee member by August 11, 2023. At the time of this request, the City Council was in Council recess.

As the Mayor has routinely made recommendations for appointments to outside agency committees, Mayor Lisa M. Gillmor recommends appointing herself as the primary member and appointing Councilmember Anthony Becker as the alternate to serve on the Stevens Creek Corridor Steering Committee.

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 to the City other than staff time.

COORDINATION

This report was coordinated with the Department of Public Works 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

Council take action to appoint a primary member and an alternate member to the Stevens Creek Corridor Steering Committee.

Reviewed by: Maria Le, Assistant to the City Manager
Approved by: Jōvan D. Grogan, City Manager

23-897 **Agenda Date: 8/29/2023**

REPORT TO CITY COUNCIL

SUBJECT

Direction to Staff on the Revised El Camino Real Specific Plan Land Use Plan

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Staff is working with a consultant to complete preparation of a revised draft of the El Camino Real Specific Plan, per prior City Council direction. City Council action on the revised Land Use Plan is a key step to allow completion of the revised Specific Plan. Initial preparation of the Specific Plan took place between 2017 and 2021, including multiple City Council check-ins. The first completed draft Specific Plan was presented to the City Council in June of 2021. The subsequent City Council actions are summarized below.

2021 City Council Action Summary

At the June 15, 2021 City Council meeting, the Council reviewed the draft El Camino Real Specific Plan and directed staff to significantly modify the three proposed Specific Plan General Plan Land Use Designations so that the maximum heights for the three designations would be two, three, and four stories, respectively, and to modify the allowed densities to correspond to these heights.

On July 6, 2021, staff returned to the City Council to provide direction on the next steps for the El Camino Real Specific Plan. Staff explained that the revised height limits would likely correspond to significant reductions in land density from what had been studied in the project Environmental Impact Report (EIR) and require additional funding for California Environmental Quality Act (CEQA) analysis. Based on this, the City Council voted to direct staff to move forward with the significant modification consistent with the densities and height directed by the Council at the June 15, 2021 hearing, including revision to and recirculation of the project EIR.

On September 28, 2021, staff provided the City Council with more specific information on the process and costs to revise the Specific Plan per the prior direction. The Council then further directed staff to proceed with the preparation of the new, reduced density Specific Plan while also continuing to consider the original draft Specific Plan and to prepare economic feasibility analyses for both alternatives. The City Council did not however, at that time, approve an accompanying amendment to the City's budget to fund the work.

2022 City Council Action Summary

In June 2022, as part of the adoption of the FY 2022/23 and FY 2023/24 Capital Improvement Program (CIP) Budget, the City Council approved funding of $1.0 million for staff to proceed with preparation of the reduced density Specific Plan for El Camino Real and directed staff to return to the City Council with alternatives for the scope of the Specific Plan work, including consideration for how

to reduce the overall cost.

In September 2022, the City Council directed staff to prepare a significantly modified Specific Plan that retains enough density (4,400 residential units) and elements (e.g., a range of densities that support mixed-use) of the prior Specific Plan so as to be consistent with the prior draft EIR, include the activity zones with building heights of up to six stories as proposed in the 2021 draft Specific Plan, and to prepare an economic feasibility analysis of both Plans.

2023 City Council Action Summary
In March 2023, the City Council approved the agreement with Raimi & Associates, Inc. for services to revise the El Camino Real Specific Plan as previously directed.

DISCUSSION

Since approval of the consultant service agreement, staff has worked with the City's consultant to develop an updated land use plan that addresses objectives expressed by the City Council, including: 1) minimization of potential impacts upon adjacent single-family residences, and in particular shading of properties immediately to the north of the Specific Plan area; 2) alignment with a reduced density of 4,400 residential units; and 3) retention of the proposed "activity centers".

The proposed updated land use plan adds a new low-density land use designation, Corridor Residential - Low (12-25 dwelling units per acre (du/ac)), that would support development at a lower density than previously envisioned within the Specific Plan. Application of this lower density designation will serve to reduce the overall density of the plan and reduce the potential for land use impacts at sensitive locations. Sites along the corridor were designated Corridor Residential - Low based on lot conditions and adjacency to single-family residences. The revised proposed draft Land Use Plan now includes four land use designations:

- Corridor Residential - Low (12-25 du/ac)
- Corridor Residential (26 - 45 du/ac)
- Corridor Mixed-Use (46 - 65 du/ac)
- Regional Commercial Mixed-Use (55 - 100 du/ac)

Three exhibits have been prepared to illustrate the proposed revised land use plan:

- Attachment 1 Proposed El Camino Real Specific Plan Draft Land Use Plan - illustrates the proposed land use plan with four land use designations for the revised Specific Plan.
- Attachment 2 Proposed Land Use Changes that Differ from 2021 Draft Plan - identifies parcels in the proposed draft plan that differ from the 2021 draft plan by showing only the land use designation only for parcels that were changed.
- Attachment 3 Proposed Plan Parcels remaining consistent with 2021 Draft Plan - shows areas where the proposed draft plan remains the same as the 2021 draft plan by showing the land use designation only for parcels that did not change.

As shown on the Proposed Land Use Change Parcels Map (Attachment 2). approximately 60 properties were redesignated to Corridor Residential - Low (12-25 du/ac). These properties are primarily located on the north side of El Camino Real with direct adjacency to single-family residences to respond to the Council's feedback regarding concerns of taller buildings casting shadow on single-family lots. In addition to parcels that were modified to reduce density, some other

parcels were modified to align with land use entitlements. Seven properties were redesignated to Corridor Residential and Corridor Mixed Use, respectively, to reflect recently approved or pending projects, which are also indicated on the attached maps with an overlay hatch mark.

The intent of the new Corridor Residential - Low (12-25 du/ac) land use designation is to reduce the overall number of units within the plan area to approximately 4,400. This will also reduce the overall average density to approximately 35 dwelling units per acre. The consultant will prepare the final growth projections once the updated draft Land Use Plan is accepted.

If the City Council approves the draft Land Use Plan, staff and the consultant will begin drafting the updated specific plan and policies. Council approval will also provide a final draft Land Use Plan to enable the CEQA process to commence. The El Camino Real Specific Plan Citizen Advisory Committee will be reconvened to comment on the revised Draft Specific Plan document once it is complete.

ENVIRONMENTAL REVIEW

Because the City Council did not certify the previously prepared Environmental Impact Report document in 2021, the revised plan will go through the CEQA process again, including a new Notice of Preparation and the circulation of the EIR. Revisions will focus on changes to the regulatory requirements, changes to the existing conditions, and updates to the analysis.

FISCAL IMPACT

The City Council previously voted to fund $1.0 million for the consultant agreement through the FY 2022/23 and FY 2023/24 CIP Budget in June 2022. City Council approved the carryover of the project's remaining balance ($0.9 million) as part of the adoption of the FY 2023/24 and FY 2024/25 Biennial Operating Budget on June 27, 2023.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct staff to continue planning work with the draft Land Use Plan as proposed.
2. Direct staff to modify the draft Land Use Plan.

RECOMMENDATION

1. Direct staff to continue planning work with the draft Land Use Plan as proposed.

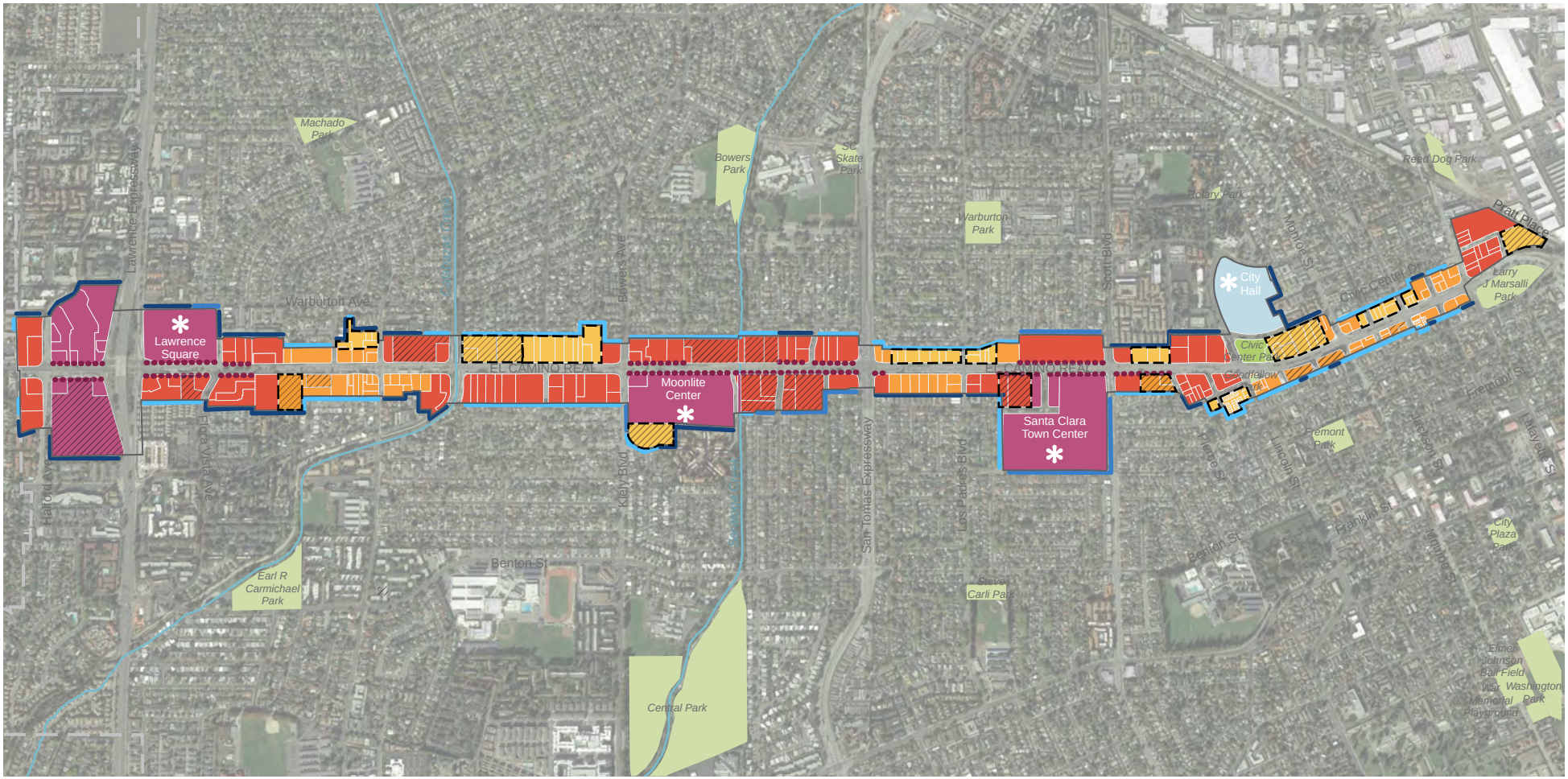
Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS

1. Proposed El Camino Real Specific Plan Draft Land Use Plan
2. Proposed Land Use Changes that Differ from 2021 Draft Plan
3. Proposed Plan Parcels remaining consistent with 2021 Draft Plan

powered by Legistar™

Proposed El Camino Real Specific Plan Draft Land Use Plan



Legend

- City Boundary
- Plan Boundary
- Parcels
- Plan Parcels without a Land Use Designation Change
- Parks
- Creeks
- Directly abuts a single-family residential parcel
- Across the street from a single-family residential parcel
- Directly abuts or across the street from a multi-family residential parcel

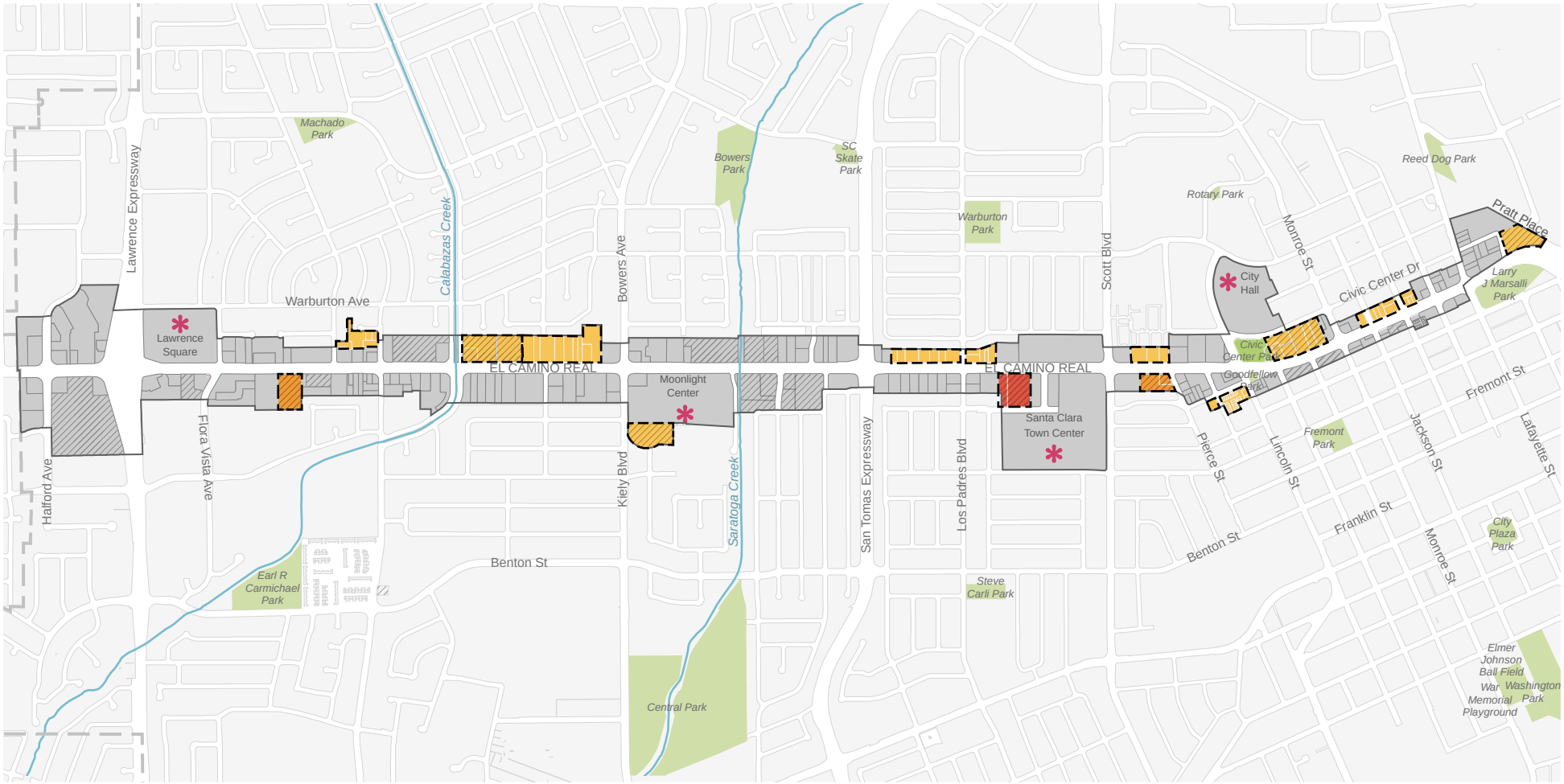
0 0.125 0.25 0.5 Miles

5 minute walk

Land Use Designation

- Regional Commercial Mixed Use
- Corridor Mixed Use
- Corridor Residential
- Corridor Residential - Low
- Public/Quasi-Public
- Ground Floor Commercial Required
- Recent/Pending Projects
- Land Use Change Parcels

Proposed Land Use Changes that Differ from 2021 Draft Plan



Legend

- City Boundary
- Plan Boundary
- Parcels
- Plan Parcels without a Land Use Designation Change
- Parks
- Creeks

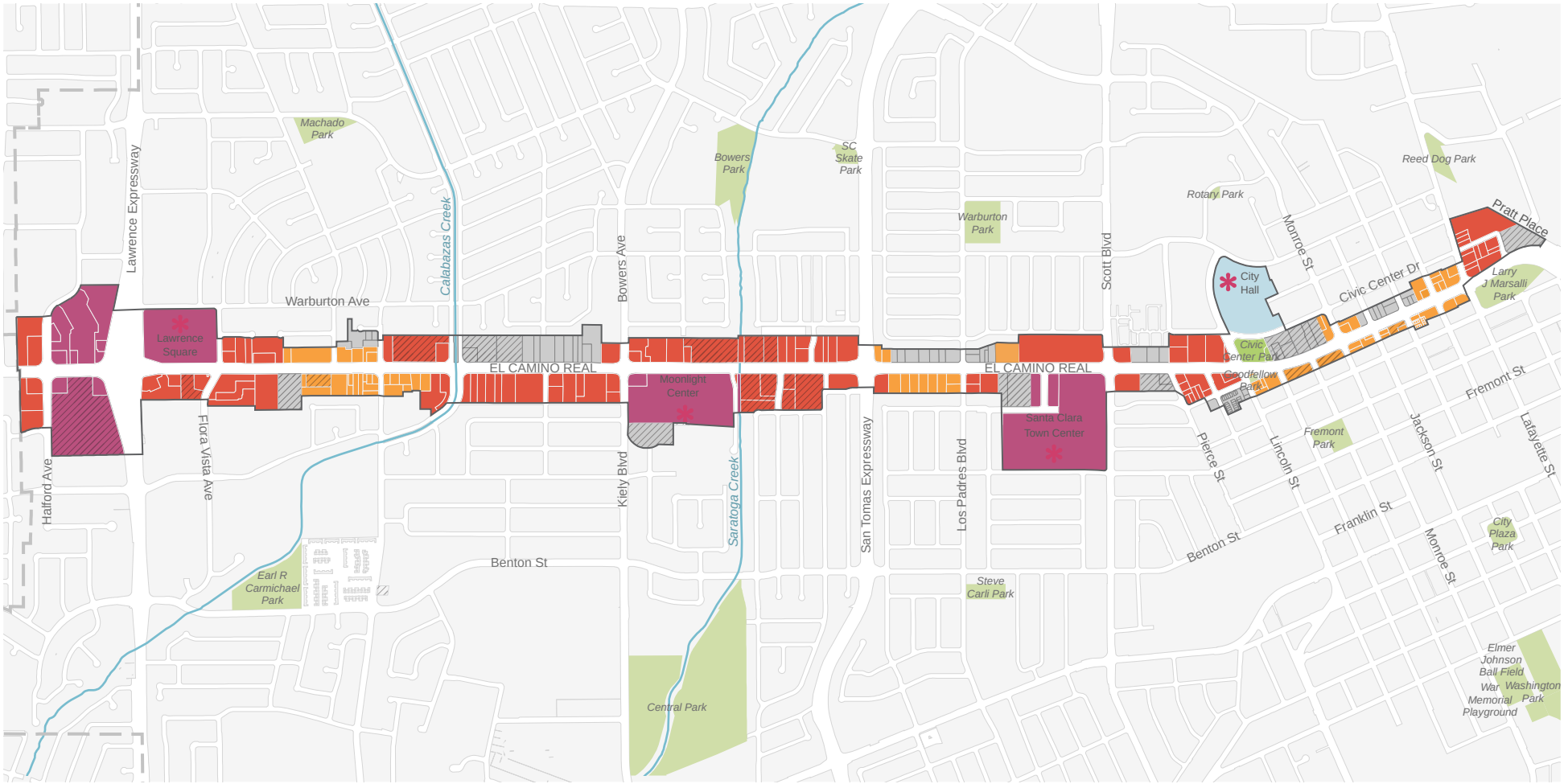
Land Use Designation

- Regional Commercial Mixed Use
- Corridor Mixed Use
- Corridor Residential
- Corridor Residential - Low
- Public/Quasi-Public
- Recent/Pending Projects
- Land Use Change Parcels

0 0.125 0.25 0.5 Miles

5 minute walk

Proposed Plan Parcels Remaining Consistent with 2021 Draft Plan



Legend

- City Boundary
- Plan Boundary
- Parcels w/ Land Use Change
- Parks
- Creeks

Land Use Designation

- Regional Commercial Mixed Use
- Corridor Mixed Use
- Corridor Residential
- Corridor Residential - Low
- Public/Quasi-Public
- Recent/Pending Projects

0 0.125 0.25 0.5 Miles

5 minute walk

REPORT TO COUNCIL

SUBJECT
Action on Membership for the El Camino Real Specific Plan Community Advisory Committee

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The City Council originally appointed a Community Advisory Committee (CAC) to provide community input for preparation of the El Camino Real Specific Plan at the January 23, 2018 City Council meeting. The item was presented as a "Note and File" report (Attachment 1) on the consent calendar, but removed from the consent calendar for discussion and then approved unanimously as described in the following synopsis with a referral to add to the CAC a member of the City's Historical Landmarks Commission:

> "The Council proceeded to consider the Director of Community Development's report recommending that the Council note and file the proposed list of resident and community stakeholders for the El Camino Real Specific Plan Community Advisory Committee (identified in Appendix A to the report) which is anticipated to convene in early February 2018. A Council discussion followed. The Director of Community Development reviewed his report and answered Council questions. MOTION was made by O'Neill, seconded and unanimously carried (Gillmor absent), that the Council note and file the proposed list of resident and community stakeholders for the El Camino Real Specific Plan Community Advisory Committee; and by Council consensus, the Council referred the item to the City Manager to include a Historic and Landmarks Commissioner on the List."

The CAC met eight times between February 2018 and September 2020 with seven in person meetings and the last meeting conducted online by Zoom. These CAC meetings were part of the process to prepare a Draft El Camino Real Specific Plan that was presented to the City Council in June of 2021. In June 2021 and at subsequent Council meetings, the City Council directed staff to prepare an alternative version of the Draft El Camino Real Specific Plan utilizing lower densities and building heights.

On March 7, 2023, the City Council approved a scope of work with the City's consultant, Raimi & Associates, for preparation of the revised El Camino Real Specific Plan with scheduled City Council adoption in June 2024 (Attachment 2). The approved work scope includes one meeting with the CAC in September to gather input on the current version of the Specific Plan now under preparation. Staff has contacted CAC members to determine if they are available for upcoming CAC meetings to be held later this year. In response to the staff query, two CAC members have indicated they will not be able to participate and five have not yet responded (see Attachment 3). In their response, the Silicon

Valley Central Chamber of Commerce requested that, if possible, they have two representatives on the CAC.

On May 17, 2023, Adam Thompson submitted a Written Petition to the City, requesting to place an agenda item on a future council meeting to request that Council reconsider the CAC membership (Attachment 4). The Petition was considered by the City Council at the June 27, 2023 City Council meeting and the City Council directed staff to place the item on a future City Council meeting agenda.

DISCUSSION

The purpose of the CAC is to provide a venue for informed input by community stakeholders into the development of the El Camino Real Specific Plan. The CAC meeting format allows time for more extensive presentation of materials and discussion by community members than might occur through a conventional community meeting, particularly if the CAC members meet multiple times to discuss the Specific Plan, providing input on multiple occasions and becoming more familiar with the Specific Plan contents. Per the current scope of work for completion of the Specific Plan, the CAC would be convened one time to present to the CAC an update on the progress of the Plan, including the current City Council direction regarding land use and density. CAC meetings are open to the public to attend and provide input.

It is the prerogative of the City Council to determine which stakeholders to appoint to the CAC to best communicate the interests of the community. Groups like the CAC typically include community residents as well as members of standing City commissions, who represent a variety of viewpoints, as well as interested stakeholders that represent businesses or organizations, including non-profits, who may offer useful information or a point of view to inform the planning process. For example, the Downtown Community Task Force includes representatives of the general community, as well as specific stakeholders (e.g., Santa Clara University, Reclaiming our Downtown, the Old Quad Resident's Association, the Historical Landmarks Commission and the Arts and Cultural Commission). Similarly, the recently appointed Santa Clara Station Area Task Force includes representatives of these groups as well as a local realtor and a community member with transportation expertise.

In his petition to the Council (Attachment 4) and in public testimony at the June 27, 2023 Council meeting, Adam Thompson requested that the City Council no longer have representatives from the Building Industry Association (BIA), the National Association of Industrial and Office Properties (NAIOP), and the Silicon Valley Leadership Group (SVLG) participate in the CAC. Mr. Thompson alleged that these groups have a vested interest in the contents of the plan, which he believes creates a conflict of interest.

Since March 2023, staff and the consultant have been preparing an updated land use plan based upon prior City Council direction. This updated land use plan is scheduled for City Council review and approval in August and would then be presented to the CAC as an informational item. The City's contract with the consultant includes one CAC meeting, scheduled to take place in September. According to the contract scope, this meeting will be used to update the CAC on the progress of the revised Specific Plan. Staff may conduct an additional CAC meeting, if needed, but would do so without the consultant in attendance.

From a legal standpoint, the City Attorney's Office does not believe that representatives of the BIA,

NAIOP or SVLG, by virtue of their affiliations with such groups, have “legal” conflicts of interest that prevent them from participating in the CAC review and recommendation process with respect to the El Camino Specific Plan. Nonetheless, if the City Council shares the concerns raised by Adam Thompson, the Council could direct staff to convene the CAC without representatives of the BIA, NAIOP and SVLG. At this point this would only exclude SVLG as the BIA representative has indicated that they are not available for an in-person meeting and staff has not yet received a response from the NAIOP representative indicating that they will attend. Council action to exclude these three members would still allow staff to proceed according to the current schedule. If the City Council agrees with the request from the Silicon Valley Central Chamber of Commerce, they could be allowed to have two representatives for the upcoming meeting. If the City Council directs staff to conduct a new recruitment and selection process, it will likely be necessary to delay the upcoming CAC meeting past September, which would result in a delay to the overall Specific Plan project schedule.

Staff recommends that the City Council proceed with the current CAC membership, consistent with the prior City Council appointment process and existing Council practice of including stakeholders in advisory bodies. This would provide for broader stakeholder input within the CAC setting and minimize disruption of the process underway. Additionally, the Committee’s work is coming to a close and the final meeting of the Committee is anticipated to occur in September/October of this year.

Alternatively, directing staff to convene the CAC without the representatives of the BIA, NAIOP and the SVLG and/or adding a second representative of the Silicon Valley Central Chamber of Commerce would have minimal impact upon overall project schedule. Staff does not recommend a more extensive recruitment process in consideration of the current planned scope of one or two CAC meetings and the resulting delay that such a process would have on the overall project schedule.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The selection of CAC members does not affect the project budget. As mentioned previously, the consultant would not attend any CAC meetings outside of the project scope.

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.

ALTERNATIVES

1. Direct staff to continue with the current CAC.
2. Direct staff to reconfigure the CAC without representatives from the BIA, NAIOP and SVLG.
3. Direct staff to add a second representative of the Silicon Valley Chamber of Commerce to the CAC.
4. Direct staff to conduct a new recruitment process and return to the City Council for appointment of a new CAC

RECOMMENDATION

1. Direct staff to continue with the current CAC.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. January 23, 2018 City Council Meeting Report for Appointment of the CAC
2. March 7, 2023 Report to Council (RTC 23-185) Raimi Contract
3. El Camino Real CAC Responses
4. Written Petition submitted by Adam Thompson dated May 17, 2023

City of Santa Clara
The Center of What's Possible

AGENDA ITEM #: 13.A10

AGENDA REPORT

Date: January 23, 2018

To: City Manager for Council Action

From: Director of Community Development

Subject: Note and File of Intention to Convene the El Camino Real Specific Plan Community Advisory Committee with the Proposed List of Resident and Community Stakeholders as Identified in Appendix A

BACKGROUND

The City is in the process of preparing a Specific Plan for the El Camino Real Focus Area identified within the City's General Plan. The Specific Plan is intended to implement the El Camino Real Focus Area goals including transformation of the corridor "from a series of automobile oriented strip malls to a tree-lined, pedestrian and transit oriented corridor with a mix of residential and retail uses." The preparation of the Specific Plan is being funded primarily through a grant from the Metropolitan Transportation Commission (MTC). As part of the MTC funding, the Specific Plan process is required to include formation of a Community Advisory Committee to inform the development of the Specific Plan. The City has entered into a contract with a planning consultant, Raimi and Associates, to assist with preparation of the Specific Plan.

ANALYSIS

Community engagement is an integral part of the El Camino Real Specific Plan process to produce a final plan that is supported by the community and various stakeholders in Santa Clara and that provides a clear vision for the ongoing development of the corridor over the next 20 to 30 years. While staff has already initiated outreach activities such as pop up workshops and online surveys, the formal outreach process for the Specific Plan is commencing in January, 2018. The formal outreach will include convening Technical Advisory Committee, Community Advisory Committee and Public Community Workshops. More information regarding the Specific Plan process, previous outreach events and future outreach events can be found at www.santaclaraca.gov/ecr.

The El Camino Real Community Advisory Committee (ECR CAC) will be comprised of approximately 15 members and will be advisory and non-voting. The purpose and mission of the committee is:

- To provide high-level strategic thinking on the direction of the plan at key moments in the project;
- To provide input on community engagement activities;
- To review, interpret and provide guidance on the results of the public workshops and other engagement activities;
- To provide recommendations on the vision, land use, transportation alternatives, and key policy topics for the project area; and
- To provide recommendations on other topics and issues as they arise during the project.

Staff has identified a range of residents and stakeholders within the community that have been closely following the El Camino Real Specific Plan process and who have confirmed their interested in being appointed to the ECR CAC. Per the City's schedule with Raimi and Associates, staff anticipates scheduling the first ECR CAC meeting for early February 2018 to not cause any delay to the Specific Plan schedule. MTC recommends that the committee be made up of 15-20 members to allow the group to discuss necessary topics in a timely manner and reach consensus on recommendations for the overall Specific Plan process. The committee will be time limited to the duration of the Specific Plan and will meet four times.

- ECR CAC Meeting 1 (anticipated February, 2018): The ECR CAC will be introduced to the project, review the Community Engagement Strategy, review existing conditions along the corridor and preview the first community workshop.

- ECR CAC Meeting 2 (Spring, 2018): At the second meeting, the ECR CAC will review and discuss vision/guiding principles and potential plan scenarios and provide input on preferred direction as well as preview the second community workshop.

- ECR CAC Meeting 3 (Fall, 2018): The ECR CACA will review and provide input on the preferred alternative, plan framework and Draft Plan as well as preview the third community workshop.

- ECR CAC Meeting 4 (Winter, 2018-2019): At the last meeting, the ECR CAC will review the Draft Plan and provide input on any refinements or additional details as necessary.

Staff is seeking concurrence from the Council to convene the El Camino Real Community Advisory Committee (ERC CAC) with the proposed list of community representatives. These community members are intended to represent a wide variety of interests and concerns reflective of the Santa Clara community. A short biography for each proposed committee member has been included as Appendix A.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Forming a CAC is a required action per the City's agreement with MTC, but also a beneficial means of gaining community input. City Council concurrence with the proposed CAC will allow the Specific Plan process to continue on schedule. It is important that the process provides ample opportunity for community participation, but also be completed in a timely manner so that new development may be evaluated for consistency with the Specific Plan. The Specific Plan process will include ample opportunities for other members of the community beyond those on the CAC to participate. The proposed CAC membership reflects a wide variety of community viewpoints and community members who are willing to commit to being a part of the CAC process. A more formal nomination/selection process would delay the project schedule and may not result in as a diverse a group of community representatives.

ECONOMIC/FISCAL IMPACT

There is no additional cost to the City beyond what has been anticipated and budgeted as part of the Specific Plan process. The cost of administrating the ECR CAC meetings is including in the overall scope and contract with Raimi Associates and, as currently proposed, will not add any additional costs.

RECOMMENDATION

That the Council note and file the proposed list of resident and community stakeholders for the El Camino Real Specific Plan Community Advisory Committee (identified in Appendix A) which is anticipated to convene in early February 2018.

Andrew Crabtree
Director of Community Development

APPROVED:

Deanna J. Santana
City Manager

Documents Related to this Report:
1) Proposed list of El Camino Real Community Advisory Committee Members

I:\PLANNING\Advance Planning\Specific Plans\El Camino Area Plan\CC 1.23.18\Agenda Report CC 1.23.18- ECR Community Advisory Committee.Doc

Appendix A: Proposed List of El Camino Real Community Advisory Committee Members

Local Stakeholders

1. Planning Commissioner (Suds Jain): Suds Jain was appointed to the ECR CAC at the Planning Commission meeting on December 20, 2017. In addition to his service on the City of Santa Clara Planning Commission and Architectural Committee, Suds Jain has been involved in the Grand Boulevard Initiative and led a few of the El Camino Real Walking tours hosted by Greenbelt Alliance and local residents.

2. Santa Clara Chamber of Commerce (Nick Kaspar, Interim Director): The Santa Clara Chamber of Commerce advocates for the interests of businesses within the City and is committed to making Santa Clara a place where business can succeed and prosper.

3. Korean American Chamber of Commerce (Ken Kim): The Korean American Chamber of Commerce promotes and advocates for healthy growth and development for Korean American business in Silicon Valley.

4. Santa Clara Old Quad Residents' Association (Adam Thompson, President): The Santa Clara Old Quad Residents' Association advocates preservation of the substantial historical heritage of the neighborhood, with close proximity to the El Camino Real focus area, to bring a strong sense of community spirit and promote high-quality environment for all.

5. Vikas Gupta (Santa Clara Resident): Vikas Gupta is a local resident that has been involved in community groups such as Catalyze SV and led one of the El Camino Real Santa Clara walking tours hosted by Greenbelt Alliance and local residents. Vikas has shown interest in helping guide the El Camino Real Specific Plan process.

6. Marie Mayer (Santa Clara Resident): Marie Mayer is a Santa Clara resident that lives within close proximity to the El Camino Real and attended one of the City's Pop-Up Workshops for the El Camino Real. Previously, she has had some involve in the Old Quad Resident Association and has shown interest in a commitment to helping shape the Specific Plan process.

7. Howard Myers (Santa Clara Resident): Howard Myers is a longtime resident of Santa Clara and has been active in community efforts to influence the growth of Santa Clara in a positive way. Howard has lived a few hundred feet from El Camino for over 30 years and has been following the ECR Specific plan closely. Howard has participated in several city pop-ups and took part in a walking tour to gain familiarity with the process.

8. Meagan Mujushi (Santa Clara Resident): Meagan Mujushi chose Santa Clara as her home 7 years ago. Having lived both abroad, and in neighboring cities, she has firsthand experience of great (and not so great) urban spaces that encourage outdoor lifestyles. She has a personal interest in community

connectivity, outdoor space, urban walking and bike riding. Meagan works in marketing for a software company in Redwood Shores.

9. Shanti Dickson (Santa Clara Resident): Shanti Dickson is a 17 year Santa Clara resident. She and her school-aged sons have been involved in organizing neighborhood community, writing opinion pieces and advocating at City Council meetings for a progressive, balanced development plan that is beneficial to both new and long-time residents of all ages.

Regional Stakeholders

10. Greenbelt Alliance (Matthew Vander Sluis, Deputy Director): Greenbelt Alliance advocates for, provides expertise on, and builds support behind public policy and planning that supports open space conservation and smart growth in communities across the Bay Area.

11. Building Industry Association (BIA), Bay Area (Dennis Martin): BIA Bay Area is a non-profit association that advocates at the local, regional and state level in support of an adequate supply of quality homes for people of all income levels. BIA's 400-plus members include home builders, trade contractors, suppliers and residential development industry professionals.

12. NAIOP Commercial Real Estate Development Association (Pat Sausedo, Executive Director): NAIOP represents the commercial real estate industry and advocates at the local, regional and state level for its members including developers, owners, and investors of office, industrial, retail and mixed use real estate.

13. Silicon Valley Biking Coalition (Shiloh Ballard, Executive Director): The Silicon Valley Biking Coalition is committed to creating healthy community, environment and economy through bicycling for people who live, work or play in Santa Mateo and Santa Clara County.

14. Silicon Valley Leadership Group (Nathan Ho, Senior Director Housing and Community Development): The Silicon Valley Leadership Group is a public policy trade association that advocates for the economic health and quality of life in Silicon Valley, including education, energy, environment, health, housing, tax policies, tech and innovation and transportation.

15. Silicon Valley at Home (Pilar Lorenzana, Deputy Director): Silicon Valley at Home is a membership organization that advocates for policies, programs, land use and funding that lead to an increased supply of affordable housing.

23-185 **Agenda Date: 3/7/2023**

REPORT TO COUNCIL

SUBJECT
Action on the Agreement with Raimi & Associates, Inc. for Consultant Services to Revise the El Camino Real Specific Plan Draft

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The City's last General Plan Update in 2010 designated the El Camino Real corridor as a Focus Area for the City's growth, primarily through the development of new midrise (three to five story) residential and mixed-use construction with the goal of transforming the corridor from low-intensity, auto-oriented uses to a more intensive, pedestrian-friendly urban environment. Redevelopment of the corridor is intended to provide new housing capacity while also retaining a significant amount of commercial use. Unlike other General Plan Focus Areas, the General Plan did not require preparation of a Specific Plan for the El Camino Real Corridor, so that new residential development could immediately proceed, helping the City to conform to State Housing Element requirements.

As the housing market recovered in the early 2010s, more than a dozen housing projects moved forward, resulting in the construction of over 1,000 housing units along El Camino Real. As this development was implemented, many community members expressed concerns with the potential impacts of this increased density, including aesthetics, traffic and crowding of services. In response to these concerns, in 2017, the City Council directed staff to prepare the El Camino Real Specific Plan to provide the community with an opportunity to give input and establish more detailed land use policies and design standards for new construction along the corridor. The City selected a consultant, Raimi + Associates, through an RFP process to assist with the preparation of the Specific Plan and appointed a Community Advisory Committee to provide stakeholder input to guide the planning process. Through the community planning process, community members also expressed a desire to modify El Camino Real to add bicycle lanes. The Specific Plan will accordingly provide policy direction for new land development along the El Camino Real corridor, as well as for the future use of the El Camino Real road right-of-way.

2021 Draft Specific Plan
Staff worked with community members and a City Council appointed Community Advisory Committee to prepare an El Camino Real Specific Plan. Elements of the draft Plan, including the proposed land uses and densities, were presented to the City Council for input and direction periodically throughout the planning process, including at a study session in March 2021. A draft Specific Plan, including land uses as recommended by the Community Advisory Committee and consistent with prior Council direction, was presented for City Council adoption at the June 15, 2021 City Council meeting. A key component of the draft Specific Plan would have replaced the two General Plan designations

currently applied to most properties along the corridor (Community Mixed-Use 20-36 du/ac and Regional Mixed-Use 37-50 du/ac) with three finer-grained, more urban designations (Corridor Residential 16-45 du/ac, Corridor Mixed Use 45-65 du/ac and Regional Commercial Mixed Use "Activity Centers" 55-100 du/ac).

Although the proposed land use plan and land use designations had been previously reviewed and supported by the City Council, at the conclusion of the City Council's consideration of the item, the Council directed staff to significantly modify the proposed General Plan Land Use Designations for the Specific Plan so that the maximum heights for the three land use designations would be two, three, and four stories, respectively, and to modify the allowed densities to correspond to these heights.

On July 6, 2021, staff returned to the City Council to provide additional information, and possible alternatives, and requested direction on the next steps for the El Camino Real Specific Plan. Staff explained that the revised height limits would likely correspond to significant reductions in land density from what had been studied in the project Environmental Impact Report (EIR) and require additional funding for CEQA analysis. Based upon discussions with the City's consultant, staff projected that this would require a General Fund appropriation of $200,000 to support preparation of a Vehicle Miles Traveled (VMT) analysis and recirculation of the EIR, economic feasibility analysis, and the rewriting of development standards for the Plan. Staff also explained that several projects that had been waiting to make use of the completion of the Specific Plan CEQA analysis would be delayed while they prepared their own CEQA analysis or wait for the completion of the City's process. Staff presented four options for the Council to consider:

1. Proceed with a significant modification of the Specific Plan, including revision to and recirculation of the project EIR, extending the schedule into 2022 and requiring additional budget appropriation.
2. Proceed with an alternative that would significantly reduce the Specific Plan density but not below a density that would allow use of the current EIR;
3. Discontinue preparation of the Specific Plan; or
4. Prepare City initiated CEQA analysis to support pending project applications.

The Council voted to direct staff to proceed with option 1, modification of the Specific Plan to include the height limits as previously directed by the City Council.

During the City Council discussion on July 6, 2021, some Councilmembers indicated that adoption of objective design standards for the El Camino Real corridor continues to be an important City priority and asked staff if there were alternative ways to adopt such standards. Councilmembers also indicated continued support for the removal of on-street parking in order to create bicycle lanes along the corridor.

On September 28, 2021 staff presented to the City Council two alternatives for revisions to the El Camino Real Specific Plan:

1. Preparation of a new Specific Plan based upon the lower densities directed by City Council; or
2. Implementation of the prior City Council direction through a Roadway Plan and Rezoning.

In this presentation, staff explained that further discussions with the City's consultant and the need to employ a contract planner to oversee the preparation of, essentially, a new Specific Plan would require a budget appropriation of $900,000. Staff suggested that for significantly lower cost, the City

could achieve the objectives of implementing changes to El Camino Real to add bicycle lanes and the adoption of objective design standards through adoption of a Roadway Plan and rezoning of the El Camino Real properties without adoption of a Specific Plan. At the conclusion of the Council's discussion, the Council directed staff to proceed with the preparation of the new, reduced density Specific Plan while also continuing to consider the original Specific Plan and to prepare economic feasibility analyses for both alternatives. The City Council did not however, at that time, approve an accompanying amendment to the City's budget to fund the work.

2022 City Council Action

In June 2022, as part of the adoption of the FY 2023-2024 Capital Improvement Program (CIP) Budget, the City Council approved funding of $1.0 million for staff to proceed with preparation of the reduced density Specific Plan for El Camino Real and directed staff to return to the City Council with alternatives for the scope of the Specific Plan work, including consideration for how to reduce the overall cost.

In September 2022, the City Council directed staff to prepare a significantly modified Specific Plan that retains enough density and elements (e.g., a range of densities that support mixed-use) of the prior Specific Plan so as to be consistent with the prior draft EIR, do an economic study and to include the activity zones with building heights of up to 6 stories as proposed in the 2021 draft Specific Plan, continue consideration of the 2021 draft Specific Plan, and to prepare an economic feasibility analysis of both Plans.

DISCUSSION

In response to the Council action of September 13, 2022, staff worked with consultant Raimi & Associates, Inc. to develop a scope to carry out the direction of the City Council.

As proposed, the attached scope would produce a modified version of the Specific Plan that reduces density, but not below an overall density of 35 units/acre. Raimi & Associates will analyze sites along the corridor that should be redesignated at a lower density (townhomes) based on lot conditions and adjacencies to single-family neighborhoods. This task will result in a revised draft Land Use Map for the corridor with four land use designations:

- Corridor Residential - Townhouse (12-25 du/acre)
- Corridor Residential (26 - 45 du/acre)
- Corridor Mixed-Use (46 - 65 du/acre)
- Regional Commercial Mixed-Use (55 - 100 du/acre)

Because the City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021, the revised plan will go through the CEQA process again, including a new Notice of Preparation and the circulation of the EIR. Revisions will focus on changes to the regulatory requirements, changes to the existing conditions, and updates to the analysis. A supplemental traffic impact analysis is also included in the scope.

The cost of this Agreement is $370,371, including a $25,000 contingency, which is below the $1.0 million allocated in the Capital Improvement Project (CIP) Budget. The attached agreement includes a provision to allow for subsequent amendments to the agreement to be executed administratively by

the City Manager, subject to appropriation of funds.

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 Capital Improvement Project (CIP) Budget includes a $1,000,000 allocation in the General Government Capital Fund for the El Camino Real Specific Plan project. The $370,371 cost of this agreement will be fully funded by that budget resulting in significant savings with the remaining allocation.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute the Agreement with Raimi & Associates, Inc. to revise the El Camino Specific Plan Draft for a maximum compensation not to exceed $370,371;
2. Authorize the City Manager to execute amendments to the Agreement including increasing maximum compensation and extending the term as may be required to complete the El Camino Specific Plan, subject to the annual appropriation of funds.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Office of the City Manager

ATTACHMENTS

1. Agreement with Raimi & Associates, Inc.

EBIX Insurance No. S200003708

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND RAIMI & ASSOCIATES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Raimi & Associates, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 8, 2023 and terminate on December 31, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three hundred seventy thousand three hundred seventy-one dollars ($370,371), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall

be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, 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 Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant 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, Consultant 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 Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at LXavier@santaclaraca.gov

And to Consultant addressed as follows:

Alessandra Lundin
Raimi & Associates
1900 Addison Street, Suite 200
Berkeley, CA 94704
and by e-mail at alessandra@raimiassociates.com

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

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

RAIMI & ASSOCIATES, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth in the attached “Revisions to the El Camino Real Specific Plan Draft” dated February 9, 2023.

Revisions to the El Camino Real Specific Plan Draft

City of Santa Clara

raimi + associates

1. City of Santa Clara - Revisions to the ECRSP | Scope of Work

Dear Ms. Xavier,

On behalf of Raimi + Associates (R+A), we are pleased to submit this proposal for updating the El Camino Real Specific Plan (Specific Plan) and accompanying environmental analysis for the City of Santa Clara. To assist with this project, we are joined by other team members who had worked with R+A on the original Specific Plan project. These team members include:

- **Van Meter Williams Pollack (VMWP),** Urban Design and Architects
- **Keyser Marston Associates,** Economics and Financial Feasibility
- **Fehr & Peers, Inc.,** Traffic Analysis
- **David J. Powers & Associates (Powers),** Environmental Review

In June 2021, the City of Santa Clara City Council considered and rejected the Draft El Camino Real Specific Plan, directing City staff to significantly modify the document with reduced residential densities and heights across the plan area. After consideration of different options in September 2022, the City Council directed staff to revise the Specific Plan to reduce residential densities in selected parts of the plan area. As such, revised Vision, an updated land use map, and modified development and design regulations for development types at the new densities will be prepared. It is our understanding that the transportation improvements identified in the original Specific Plan will not change.

The City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021 after completion of the California Environmental Quality Act (CEQA) process. As a result, the revised plan will be required to go through the CEQA process again. No tiering from the previous EIR would be possible because the EIR was not certified. While some of the EIR sections can remain the same, others will need to be updated as described in the attached scope. The traffic study will also need to be revised. The City of Santa Clara Public Works Department staff has suggested that the revised Specific Plan meets the criteria for Transit Supportive Projects and would not require a VMT analysis per the City's Transportation Analysis Policy.

We expect to work closely with City staff, tapping into their expertise about the community and decisionmaker goals, and the best ways to achieve success. We see City staff as partners in the process and have set up a management and communication process to ensure a high level of collaboration. Please review our proposal and let us know if you have any questions. We look forward to hearing from you and discussing how we can work together on this exciting project.

Sincerely,

Simran Malhotra, AICP, Assoc. AIA
Principal
simran@raimiassociates.com | 213.599.7671

Alessandra Lundin
Associate
alessandra@raimiassociates.com | 510.944.0161

1. Scope of Work

The following work plan outlines the proposed scope of work. R+A will collaborate with staff to finalize the scope of work and schedule. The work plan assumes a 12-month process.

Task 1: Project Initiation & Management

Task 1.1 - Project Kick Off Meeting

R+A will attend a an in-person kick-off meeting with City staff to establish a mutual understanding of what has occurred since the plan was put on hold, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables.

Task 1.2 - Monthly Conference Calls / Project Coordination

R+A will hold monthly conference calls with staff to discuss project coordination and content topics, approximately one hour each. R+A's project manager or a designated representative will be on each call. R+A will maintain an online document outlining agendas and meeting notes.

Task 1 Deliverables

- *Agenda and action notes for one (1) kick-off meeting with staff*
- *Agendas and action notes for monthly conference calls (R+A: ~12+ meetings)*

Task 2: Background Analysis

Task 2.1 - Data Gathering and Review

R+A will gather data and analyze existing documents and plans, including recent policy guidance from the PC/CC and recently approved/constructed residential and mixed-use projects along the corridor. City staff will provide R+A with all existing documents that would be useful during the evaluation phase.

Task 2.2 – Site Analysis + Land Use Map Revisions

R+A will analyze sites along the corridor that should be redesignated at a lower density (townhomes) based on lot conditions and adjacencies to single-family neighborhoods. This task will result in a revised draft Land Use Map for the corridor with four land use designations:

- Corridor Residential – Townhouse (12-25 du/acre)
- Corridor Residential (26 – 45 du/acre)
- Corridor Mixed-Use (46 – 65 du/acre)
- Regional Commercial Mixed-Use (55 – 100 du/acre)

Task 2.4 – Staff Working Session #1

R+A will prepare for and attend a virtual working session with appropriate City departments and staff to review and solicit comments on the site analysis and Draft Land Use Map. The goal of the meeting will be to review and confirm the Draft Land Use Map and discuss the framework Specific Plan revisions.

Task 2 Deliverables

- *Draft Land Use Map*

Task 3: Public Outreach

Task 3.1 –Project Website Updates

In preparation for initial engagement with residents and stakeholders, R+A will prepare updates to the ECRSP project website communicating status of the project and next steps. The content will be added to the City-run website for the project.

Task 3.2 – CAC Meeting

R+A will conduct one meeting with the ECRSP Community Advisory Committee (CAC) to discuss the current status of the Specific Plan, framework plan revisions, and the Draft Land Use Map. The intent is to identify the most critical concerns and gather feedback and recommendations from the CAC on the proposed changes to the ECRSP. City staff is responsible for scheduling and logistics. Virtual attendance is assumed.

If requested, as an optional task, R+A can conduct an additional CAC meeting later in the project to get additional feedback.

Task 3.3 – Public Outreach

R+A will prepare for and facilitate one community-wide workshop to understand the key issues and concerns along the corridor and gather feedback on the Draft Land Use Map and framework plan revisions. Feedback received from the CAC and community workshop will be used to refine the Land Use Map and framework plan revisions. City staff will be responsible for scheduling, logistics and providing additional staff facilitators.

Task 3 Deliverables

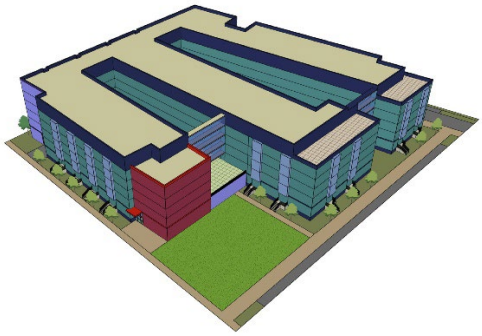
- *Project Webpage Updates*
- *CAC Meeting*
- *Community Workshop*

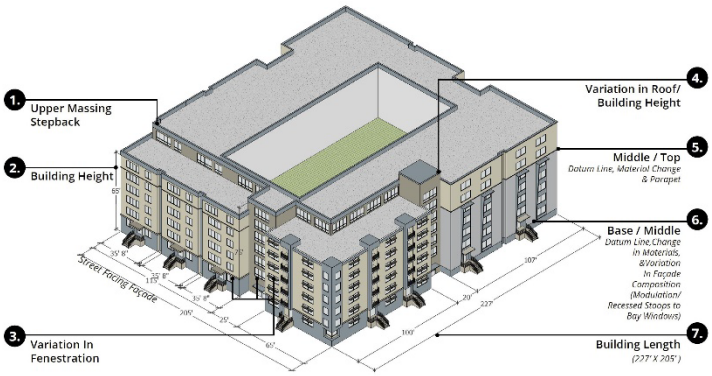
Task 4: Draft Specific Plan Revisions

Task 4.1 – Prototype Sites/Building Test Fits (+1 set of revisions)

Based on the sites analysis conducted by R+A in Task 2.2, VMWP will create one (1) additional site test/building prototype for townhomes. Additionally, VMWP will revise the original Corridor Mixed Use site test/prototype. The site tests will include 3D massing models and plans that will be based on typical building prototypes for townhomes in Santa Clara. The site tests will be used to identify potential issues and provide staff and stakeholders with examples of how the standards comprehensively apply to building design. The site tests will be used in Task 4.2. Following feedback from City staff, VMWP will make one (1) round of revisions to the site tests.

Site Test Example | Milpitas, CA





Task 4.2 Feasibility Analysis

Keyser Marston Associates will use the test fits/prototypes developed in Task 4.1 to conduct a feasibility/proforma analysis for lower-density townhome development along the corridor. As part of this task, they will update the feasibility analysis conducted previously for the existing three land use designations/building prototypes in the Specific Plan to reflect current construction costs. This task assumes a limited comparison of the townhome prototype to another prototype and not broader analysis of the feasibility of the entire Corridor.

Task. 4.3 – Staff Working Session #2

R+ will prepare for and attend a virtual working session with appropriate City staff to review and solicit comments on the Site/Building Prototypes and Feasibility Analysis. The discussion will help R+A to develop the Framework Plan Revisions in Task 4.4.

Task 4.4 – Framework Plan/Recommended Changes Memo

Based on the test fits and feasibility analysis and Staff direction, R+A will develop a framework for the recommended Specific Plan revisions and document them in memo form. The framework plan/memo will identify and summarize key revisions needed in each chapter of the Specific Plan, including the Vision, Land Use Map/proposed land use designations, development standards, and recommended revisions/additions to objective design standards. It is assumed that no revisions will be necessary to Chapter 5 – Transportation and Public Space or Chapter 6 – Implementation. R+A will produce a first draft of the framework plan/memo. Any City comments will be incorporated in the preparation of the Administrative Draft Specific Plan.

Task 4.5 – PC/CC Study Sessions

R+A will prepare for and present at Planning Commission and City Council Study Sessions (1 each) to provide an update on project, review feedback gathered from the community and CAC, and present the framework/recommended plan revisions. The feedback received will guide the development of the Administrative Draft Specific Plan Revisions (Task 4.6). Virtual attendance is assumed.

Task 4.6 Administrative Draft Specific Plan Revisions

R+A will produce an Administrative Draft of the Specific Plan revisions. Standards will reflect the proposed four land use designations/building typologies. R+A will prepare any necessary map changes and new graphic illustrations and provide images to represent and explain new standards.

The Administrative Draft will be in Word format. The Admin Draft will be used to receive feedback from the City on the initial/draft revisions to the Plan. The City will provide one consolidated set of actionable comments to R+A.

Task 4.7 – Screencheck Draft Specific Plan Revisions

R+A will incorporate Staff edits from Task 4.6 to create the Screencheck Draft Specific Plan in InDesign. This task assumes that Staff will review and provided limited feedback on the Screencheck Draft related to formatting and minor fixes, but that no new content will be added at this point.

Task 4.8 – Public Review Draft Specific Plan Revisions

R+A will review the consolidated feedback from City staff on Screencheck Draft Specific Plan and make all necessary updates to prepare the Public Review Draft Specific Plan.

Task 4.9 – PC/CC Study Sessions (2)

R+A will prepare for, present, and solicit comments on the Public Review Draft Standards at Planning Commission and City Council Study Sessions (1 each). Feedback received will be incorporated in the Final Specific Plan. Virtual attendance is assumed.

Task 4 Deliverables

- *Site Tests/Prototypes (Up to 2)*
- *Feasibility Analysis (Up to 2)*
- *Framework Plan/Proposed Changes Memo*
- *Administrative Draft Specific Plan Revisions*
- *Screencheck Draft Specific Plan Revisions*
- *Public Review Draft Specific Plan Revisions*
- *(1) Staff Working Sessions*
- *(2) PC + CC Study Sessions (1 each)*

Task 5: Environmental Review

Task 5.1 – CEQA Analysis

The City Council did not certify the previously prepared Environmental Impact Report (EIR) document in 2021 after completion of the California Environmental Quality Act (CEQA) process. As a result, the revised plan will be required to go through the CEQA process again. No tiering from the previous EIR would be possible because the EIR was not certified. The Planning Department, in consultation with the City Attorney's Office, will need to determine in a new Notice of Preparation (NOP) and scoping process would be required. At a minimum, the EIR will need to be revised and recirculated and a new Final EIR which responds to comments on the recirculated document will need to be prepared.

The EIR is a Program EIR, meaning subsequent environmental review for future projects will be required. Mitigation measures have been identified to guide future CEQA analyses. As a result, not all resource sections of the EIR will need to be revised as the changes to the plan would not change the mitigation requirements or the conclusions of the EIR.

Revisions will focus on changes to the regulatory requirements, changes to the existing conditions, and updates to the analysis (including incorporation of the text edits identified in the Final EIR). Based on a review of the EIR, David Powers' recommends revisions to the following resource sections:

- Aesthetics (update to setting section and recommend simplifying analysis pursuant to Senate Bill 743)
- Air Quality (operational only – based on trip generation estimates)
- Energy (adoption of REACH Code needs to be addressed)

- Greenhouse Gas Emissions (Consistency with new Climate Action Plan and 2030 requirements)
- Land Use
- Population and Housing (update per changes in residential units)
- Public Services (update per changes in residential units)
- Recreation (update per changes in residential units)
- Transportation (see below)
- Tribal Cultural Resources (tribal consultation will be required)
- Utilities and Service Systems (update per changes in residential units, City needs to determine if a new Water Supply Assessment would be required)

With regard to transportation, the traffic analysis was completed around the time the City adopted their new transportation policy and focused heavily on Level of Service (LOS) as well as vehicle miles traveled (VMT). The City of Santa Clara Public Works Department has noted that the revised Specific Plan meets the criteria for Transit Supportive Projects and would not require a VMT analysis per the City's Transportation Analysis Policy. The City has determined that the previous LOS analysis is no longer accurate and an updated traffic report will be required. As such, Tasks 5.2-5.3 reflect the update to the traffic report.

Revisions to operational air quality and energy estimates are included in this scope.

The alternatives analysis may also require revisions, but we do not anticipate the need to identify and analyze new alternatives. Lastly, a new Final EIR would be required which addresses comments received on the circulated EIR and the Mitigation Monitoring and Reporting Plan (MMRP) would need to be revised if new mitigation is identified. This scope does not include reproduction of any hard copies of the environmental documents but assumes all documents would be electronic.

Task 5.2 – Supplemental Traffic Impact Analysis

Consistent with the City's Transportation Analysis Policy, projects are required to evaluate and disclose transportation environmental impacts by measuring vehicle miles traveled (VMT) per the California Environmental Quality Act (CEQA) and by evaluating level of service (LOS) as an operational measure of intersection efficiency for consistency with the City General Plan. The following scope has been developed following guidelines from the City of Santa Clara and the Santa Clara Valley Transportation Authority's (VTA) *Transportation Impact Analysis Guidelines* (adopted October 2014).

The LOS analysis addresses the City's General Plan policy for evaluating LOS as an operational measure of intersection efficiency. Since this is a supplemental analysis to the 2020 TIA, our proposed scope of work only addresses elements that would substantially change with the updated project description.

Analysis Locations
The November 2020 TIA included 55 study intersections. This scope of work is based on an analysis of the 16 intersections that were identified to operate at or above their respective LOS threshold under Cumulative No Project scenario in the November 2020 TIA:

- El Camino Real / San Tomas Expressway (VTA/LOS E)
- El Camino Real / Harrison Street (Santa Clara/LOS D)
- Lawrence Expressway / Southbound US 101 (VTA/LOS E
- Lawrence Expressway / Arques Avenue (VTA/LOS E)
- Lawrence Expressway / Kifer Road (Santa Clara County/LOS E)
- Lawrence Expressway / Monroe Street (VTA/LOS E)
- Lawrence Expressway / Benton Street (Santa Clara County/LOS E)
- San Tomas Expressway / Mission College Boulevard (VTA/LOS E)

- San Tomas Expressway / Homestead Road (VTA/LOS E)
- Bowers Avenue / Central Expressway (VTA/LOS E)
- Kiely Boulevard / Benton Street (Santa Clara/LOS D)
- Kiely Boulevard / Homestead Road (Santa Clara/LOS D)
- Scott Boulevard / Walsh Avenue (Santa Clara/LOS D)
- Scott Boulevard / Central Expressway (VTA/LOS E)
- Scott Boulevard / Harrison Street (Santa Clara/LOS D)
- San Tomas Expressway / Pruneridge Avenue (Santa Clara County/LOS E)

Analysis Scenarios. Based on City input, the operations of the study intersections will be evaluated during the weekday morning (AM) and weekday evening (PM) peak hours for the following scenarios:

Scenario 1: Existing Conditions – Existing volumes obtained from counts.

Scenario 2: Background No Project Conditions – Existing volumes plus traffic from "approved but not yet built" and "not occupied" developments in the area. The transportation networks will be updated to include fully funded transportation improvements based on City guidance.

Scenario 3: Background Plus Project Conditions – Scenario 2 volumes plus traffic generated by the updated project description, as well as any transportation network modifications proposed by the Project.

Scenario 4: Cumulative No Project Conditions – Cumulative year 2040 forecasts based on the City's most recent travel demand forecasting (TDF) model. The analysis will include planned transportation improvements based on City guidance.

Scenario 5: Cumulative Plus Project Conditions – Scenario 4 volumes plus traffic generated by the proposed project, as well as any transportation network modifications proposed by the Project.

For each scenario, Fehr & Peers will update the data and analysis to reflect current conditions, including new intersection counts, updated approved project list and model runs, and inclusion of planned transportation improvements as follows:

Trip Generation Estimates and Finalized Scope of Work. Under this task, Fehr & Peers will develop vehicle trip generation estimates, along with trip distribution and trip assignment for the proposed project using the City of Santa Clara's TDF model. This task assumes the City will provide Fehr & Peers a copy of their base year and future year model for use. *Fehr & Peers assumes that they can use the TDF model as-is, and that the model does not require additional validation and testing. Fehr & Peers will prepare a separate scope and budget amendment if the TDF model requires any updates, validations, or testing.*

Our initial project vehicle trip generation estimates, distribution pattern, and assignment will be submitted to City staff for review and will be refined to respond to their comments. The VTA Auto Trip Reduction Statement (Appendix C in the VTA *TIA Guidelines*) will be completed and provided as an attachment to the TIA report.

Data Collection. The study area includes major intersections near the corridor. Data requirements for the study area are listed below:

- Recent morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period intersection counts (including pedestrian, bicycle, and vehicular turning movement volumes). This scope includes the collection of intersection turning movement counts at all 16 intersections for the AM and PM peak hours.
- Existing and planned roadway geometries and traffic controls.

- Existing and planned transit service and facility descriptions.
- Existing and planned pedestrian and bicycle facility descriptions.
- List of approved development projects to account for local growth in the area. We assume the City will provide a list of nearby developments in Santa Clara. We will contact adjacent jurisdictions to determine if any of their approved developments would add vehicle trips to the study intersections.

The physical characteristics of the roadways within the study area will be reviewed to identify existing roadway cross-sections, intersection lane configurations, and traffic control devices. Surrounding land uses, and the locations of pedestrian, bicycle, and transit facilities will also be observed during the field visits. Existing intersection operations will be observed during the AM and PM peak periods to verify and/or explain calculated levels of service.

Existing Conditions. Fehr & Peers will use the level of service (LOS) method approved by VTA and the City of Santa Clara—currently based on the *Highway Capacity Manual* 2000—to analyze the study intersections. Operations of the study intersections will be evaluated for mid-week AM and PM peak hours with level of service calculations using TRAFFIX analysis software.

Background Conditions. Traffic projections for approved developments will be obtained from City staff or estimated using ITE trip generation rates to account for local growth in the area. These local projections will be added to the existing volumes to estimate traffic volumes for Background Conditions. Planned and funded roadway and intersection improvements associated with the approved projects will be included in the analysis. AM and PM peak hour level of service calculations will be conducted to evaluate the operating levels of the study intersections.

Background Plus Project Conditions. The project trip estimates developed in Task 1 will be added to the background traffic volumes developed in Task 4 to represent Background Plus Project Conditions. Calculations will be conducted to estimate the LOS of the study intersections during the AM and PM peak hours after completion of the proposed Specific Plan.

Cumulative Conditions. To forecast Cumulative No Project volumes, Fehr & Peers use forecasts from the City's TDF model for the year 2040. The project trip estimates developed earlier in the process will be added to the Cumulative No Project volumes to represent Cumulative Plus Project Conditions. AM and PM peak hour level of service calculations will be conducted to evaluate the operating levels of the key intersections.

Multimodal Access. Fehr & Peers will evaluate the multimodal access of the updated Specific Plan to assess whether adequate vehicle access, as well as direct pedestrian and bicycle facilities and connections, are provided between the sites and public rights-of-way. Similarly, Fehr & Peers will review the site plan to assess linkages with existing and potential future transit stops. This task will also include an evaluation of the project's proposed vehicle and bicycle parking supply and location based on City and VTA standards.

Other Operational Analysis. As part of this task, Fehr & Peers will evaluate the project's effects on left-turn queues. VTA typically also requires transit vehicle delay analysis, but since this is a supplemental analysis and the study intersections are generally distributed through a larger analysis area, transit delay analysis has not included in this scope of work.

Left-Turn Queuing Analysis. Per the VTA *TIA Guidelines*, a morning and evening left-turn queuing evaluation is required for only the Background Conditions analysis and will not be conducted for Cumulative Conditions. We will compare the 95th percentile queues from TRAFFIX output (from Task 4 and 5) between the No Project and Plus Project scenarios. This analysis will be conducted for up to ten movements at locations where the project adds enough traffic that available storage may need to be modified.

Significant Impacts and Mitigation Measures. The results of the level of service calculations for the "No Project" scenarios will be compared to the corresponding "Plus Project" results for Background and Cumulative Conditions to identify adverse effects at the study locations.

Feasible improvement measures will be identified for locations with adverse intersection impacts. Feasible improvement measures are those that can be constructed within the existing right-of-way or that require minimal right-of-way acquisition, such as minor intersection lane additions and restriping. Modifications to intersection operations, including changes to signal phasing and timing, will also be considered. If more substantial capacity enhancements are needed, they will be identified, and the project's fair-share traffic contribution (in terms of peak hour traffic volumes) will be calculated. The draft improvement measures will be shared with City staff prior to submittal of the administrative draft of the transportation impact analysis report. This scope of work includes the development of planning level cost estimates for proposed physical improvements for up to five improvement measures.

The effect of the project and required improvement measures on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Additionally, secondary impacts to bicycle and pedestrian facilities, as well as transit vehicle delay, will be evaluated for the proposed mitigation measures per VTA *TIA Guidelines*.

Documentation. Fehr & Peers will document their findings in a report that will include text, graphics, and tables to describe study analysis methods and results, the potential effects of the proposed project, and corresponding improvement measures. Fehr & Peers will submit the Administrative Draft TIA report and Appendix in electronic format for review by the City. This scope assumes up to 20 staff hours to respond to all comments on the Administrative Draft TIA report and prepare the Draft TIA.

Meetings. The scope of work includes Fehr & Peers attendance at one project meeting. Calls and meetings with staff, R+A and EIR consultant are included. *Attendance at additional project meetings or any public hearings or community meetings will be determined by receipt of written authorization and billed on a time-and-materials basis.*

Task 5.3 – Intersection Counts

Fehr & Peers will coordinate the collection of traffic counts.

Task 5.4 – Growth Projections

R+A will update the growth projection developed as a part of the original project to reflect the updated densities/land uses. The growth projections will be the basis for the revised analysis for the traffic and environmental analyses described in Tasks 5.1-5.3.

Task 5 Deliverables

- *Revised TIA*
- *Traffic counts*
- *Revised EIR and recirculation*
- *Growth projections memo*

Task 6: Adoption + Final Documents

Task 6.1 – PC/CC Hearings

R+A will present final documents and prepare all required visual aids, printed material, and make formal public presentations at up to (1) Planning Commission hearing and (1) City Council hearing to support adoption of the Revised ECR Specific Plan. Virtual attendance is assumed.

Task 6.2– Final Plan

R+A will review the consolidated feedback from the City following the PC/CC Hearings and make all necessary updates to the ECRSP and prepare the final documents for reproduction and dissemination. R+A will provide the City with an InDesign package of the Specific Plan files and jpg versions of all diagrams and/or photographs used in the documents. A certain number of hours are budgeted for this task. If the level of effort exceeds the budgeted hours, a contract amendment may be required.

Task 6 Deliverables

- *Final Documents (InDesign package and associated graphics)*

Scope of Work Assumptions

- The scope indicates which meetings will be held virtually.
- The scope of work assumes any notification to property owners based on the plan land use changes will be handled by the City of Santa Clara.
- The City of Santa Clara will provide R+A with an editable version (Word documents) of any requested documents.
- The City will provide R+A with updated ArcGIS Shapefiles with accurate parcel-based zoning and General Plan data which will serve as the basis for the project.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on all draft documents electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.
- Additional services that are beyond the scope of the traffic scope include, but are not limited to, evaluating additional study locations or project descriptions, preparing conceptual designs of improvements measures, responding to comments requiring more than the designated number of staff hours, and attending any public hearings.

Cost Proposal

The Raimi + Associates team's cost proposal for preparing the revised El Camino Real Specific Plan is **$370,371** including contingency. The cost proposal includes a breakdown of the anticipated personnel hours for each task by billing rate category, and non-labor direct costs (travel, printing, etc.) and markups. A contingency amount of **$25,000** has been included for any unforeseen tasks that may arise during the course of the project.

EXHIBIT B
SCHEDULE OF FEES

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

Consultant will invoice City in accordance with the tasks, rates, hours, and other costs identified on the attached "Proposal Budget: Revisions to the Santa Clara El Camino Real Plan" dated February 9, 2023.

The total payment to the Consultant for basic services shall not exceed $345,371. Subject to written permission by the City, Consultant shall be able to invoice up to an additional $25,000 in contingency funds. In no event shall the amount billed to the City by Consultant for services under this Agreement exceed three hundred ninety-nine thousand three hundred dollars ($370,371).

City of Santa Clara

Proposal Budget: Revisions to the Santa Clara El Camino Real Plan

February 9, 2023

raimi + associates

Tasks		Labor							Keyser Marston	VMWP	F&P	Powers	ODCs	Total
		Raimi + Associates												
Task #	Task Description	Principal	Project Manager	Senior Associate	Senior Planner / Designer	Intermediate Planner	Total Hours	Total Labor Costs	Labor Costs	Labor Costs	Labor Costs	Labor Costs	Other Direct Costs (See Notes)	Total Fee
		Malhotra	Lundin	Sensenig	Williams	Zayas del Rio								
		$275	$210	$220	$180	$170								
1	**Task 1: Project Management**													
1.1	Project Kick Off Meeting	2	2		2		6	$ 1,330	$ -	$ -	$ -	$ -	$ 40	$ 1,370
1.2	Monthly Conference Calls/Project Coordination	16	32				48	$ 11,120	$ -	$ -	$ -	$ -	$ 334	$ 11,454
	Subtotal Task 1	**18**	**34**	**0**	**2**	**0**	**54**	**$ 12,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 374**	**$ 12,824**
2	**Task 2: Background Analysis**													
2.1	Data Gathering and Review	2	8			8	18	$ 3,590	$ -	$ -	$ -	$ -	$ 108	$ 3,698
2.2	Site Analysis and Land Use Map Revisions	4	24			30	58	$ 11,240	$ -	$ -	$ -	$ -	$ 337	$ 11,577
2.3	Staff Working Session #1	4	4			4	12	$ 2,620	$ -	$ -	$ -	$ -	$ 79	$ 2,699
	Subtotal Task 2	**10**	**36**	**0**	**0**	**42**	**88**	**$ 17,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 524**	**$ 17,974**
3	**Task 3: Outreach and Meetings**													
3.1	Project Webpage Updates		4		4	8	16	$ 2,920	$ -	$ -	$ -	$ -	$ 88	$ 3,008
3.2	CAC Meeting	4	8		4	12	28	$ 5,540	$ -	$ -	$ -	$ -	$ 166	$ 5,706
3.3	Community Workshop	8	30		30	30	98	$ 19,000	$ -	$ -	$ -	$ -	$ 570	$ 19,570
	Subtotal Task 3	**12**	**42**	**0**	**38**	**50**	**142**	**$ 27,460**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 824**	**$ 28,284**
4	**Task 4: Draft Specific Plan Revisions**													
4.1	Prototype Sites/Building Test Fits	6	12				18	$ 4,170	$ -	$ 10,000	$ -	$ -	$ 625	$ 14,795
4.2	Feasibility Analysis	6	12				18	$ 4,170	$ 10,000	$ -	$ -	$ -	$ 625	$ 14,795
4.3	Staff Working Session #2	4	4		4	4	16	$ 3,340	$ -	$ -	$ -	$ -	$ 100	$ 3,440
4.4	Framework Plan/Recommended Changes Memo	6	20	4	12		42	$ 8,890	$ -	$ -	$ -	$ -	$ 267	$ 9,157
4.5	PC/CC Study Sessions (2)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
4.6	Admin Draft Plan Revisions	24	80	8	40	32	184	$ 37,800	$ -	$ -	$ -	$ -	$ 1,134	$ 38,934
4.7	Screencheck Draft Plan	4	26			20	50	$ 9,960	$ -	$ -	$ -	$ -	$ 299	$ 10,259
4.8	Public Review Draft Plan	4	24		24	12	64	$ 12,500	$ -	$ -	$ -	$ -	$ 375	$ 12,875
4.9	PC/CC Study Sessions (2)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
	Subtotal Task 5	**66**	**210**	**12**	**80**	**84**	**452**	**$ 93,570**	**$ 10,000**	**$ 10,000**	**$ -**	**$ -**	**$ 3,807**	**$ 117,377**
5	**Task 5: Environmental Analysis**													
5.1	CEQA Analysis	8	24				32	$ 7,240	$ -	$ -	$ -	$ 61,980	$ 3,316	$ 72,536
5.2	Supplemental TIA	4	12					$ 3,620	$ -	$ -	$ 61,000	$ -	$ 3,159	$ 67,779
5.3	Intersection Counts							$ -	$ -	$ -	$ 8,000	$ -	$ 400	$ 8,400
5.4	Growth Projections	6	24				30	$ 6,690	$ -	$ -	$ -	$ -	$ 201	$ 6,891
	Subtotal Task 6	**18**	**60**	**0**	**0**	**0**	**62**	**$ 17,550**	**$ -**	**$ -**	**$ 69,000**	**$ 61,980**	**$ 7,076**	**$ 155,606**
6	**Task 6: Adoption and Final Documents**													
6.1	PC/CC Hearings (1 PC/ 1 CC)	6	16			8	30	$ 6,370	$ -	$ -	$ -	$ -	$ 191	$ 6,561
6.2	Final Plan	2	12		8	12	34	$ 6,550	$ -	$ -	$ -	$ -	$ 197	$ 6,747
	Subtotal Task 7	**8**	**28**	**0**	**8**	**20**	**64**	**$ 12,920**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 388**	**$ 13,308**
	Budget Total	**132**	**410**	**12**	**128**	**196**	**862**	**$ 181,400**	**$ 10,000**	**$ 10,000**	**$ 69,000**	**$ 61,980**	**$ 12,991**	**$ 345,371**
	Contingency													**$ 25,000**
	GRAND TOTAL													**$ 370,371**

Notes:

1	Direct costs for sub-consultant management fee (5% of Sub Consultant Fee)	$7,549
2	Direct costs for office expenses (3% of R+A)	$5,442
3	Traffic Counts (included in F&P budget)	

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies,

satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Planning Division
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

El Camino Real Specific Plan – Community Advisory Committee (ECR CAC)		
Group	**Contact**	**Response**
Building Industry Association (BIA)	Dennis Martin	Unable to participate in-person (only available for remote meetings)
Commercial Real Estate Development Associate (NAIOP)	Christina Pacini	No response
Greenbelt Alliance	Jordan Grimes	Yes
Historical and Landmarks Commission	Ana Vargas-Smith	Yes
Korean-American Chamber of Commerce of Silicon Valley	Ken Kim	No response
Old Quad Resident Association	Adam Thompson	Yes
Santa Clara Resident	Vikas Gupta	No response
Santa Clara Resident	Marie Mayer	No response
Santa Clara Resident	Howard Myers	Yes
Santa Clara Resident	Meagan Mejushi	No response
Santa Clara Resident	Shanti Dickson	Yes
Santa Clara Resident	Richard Bonito	Yes
Senior Advisory Committee	Nancy Toledo	Unable to participate
Silicon Valley @ Home	Mathew Reed	Yes
Silicon Valley Bicycle Coalition	Diana Crumedy	Yes
Silicon Valley Central Chamber of Commerce	Lou Mariani / Nima Moridi	Yes
Silicon Valley Leadership Group	Nadia Anderson	Yes

RECEIVED
MAY 17 2023
City Clerk's Office
City of Santa Clara

City of Santa Clara
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 5-17-2023

I, Adam Thompson, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

The City Council has requested the planning department to revise the El Camino Real Specific Plan to better align with a community vision. The planning department has reached out to the original committee members to see if there is interest in participating in the revision process.

There are multiple committee members on the list below that have a vested interest in the outcome of the plan, creating a potential conflict of interest by a lobbyist group.

The City Council and Mayor have expressed the importance of transparency while conducting city business and this seems like an over-site that needs to be corrected.

I am requesting that the City Council reconsider the following committee members for the following reasons.

*Please see attached materials to support request.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Adam Thompson

ADDRESS: 1464 Lexington St
Street

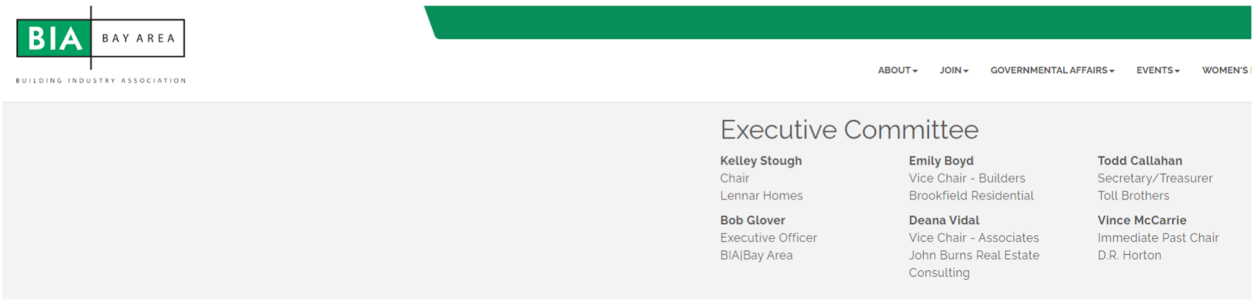
Santa Clara 95050
City Zip Code

TELEPHONE:* (408) 731 - 0203
Optional

DATE: 5/17/2023

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Building Industry Association (BIA) – Organization funded and made up of developers and contractors



Silicon Valley Leadership Group – This group has taken money from recent developers in the city for support of said project. Attached document supporting this information.

07000 - Misc Expenses

Misc. Develop Exp

General Journal	01/18/2018	241		To record ENA deposit required by City of Santa	10.00		10.00	1290	3.534247	9.05
Bill	02/14/2018	5685080	Old Republic Title Compan	City of Santa Clara Title report	550.00		560.00	1263	3.460274	483.60
Bill	05/01/2018	21	Kevin Moore	Printing of 50 proposed student housing packets	200.00		760.00	1187	3.252055	161.85
Check	10/29/2018	1120	Mission City Community Fu	Contribution	5,000.00		5,760.00	1006	2.756164	3,264.31
Bill	10/30/2018	Santa Clara Outreach	Frank M. Rapoport	Santa Clara Outreach costs	590.00		6,350.00	1005	2.753425	384.70
Bill	01/22/2019	Contribution	Committee for West Valley	Contribution - Yes on W - Committee for West Vi	1,500.00		7,850.00	921	2.523288	876.23
Bill	03/28/2019	16263	Silicon Valley Leadership G	2009 Membership fees	5,000.00		12,850.00	856	2.345205	2,667.72
Bill	03/28/2019	16263	Silicon Valley Leadership G	Sponsorship - GameChangers 2020 - Apr 26, 20	10,000.00		22,850.00	856	2.345205	5,335.44
Bill	09/11/2019	Sponsorship	Santa Clara Parade of Cha	Sponsorship - Santa Clara Parade of Champions	2,500.00		25,350.00	689	1.887671	1,027.02
Bill	10/22/2019	Gold Sponsor	Mission City Community Fu	Sponsor annual charity dinner dance	5,000.00		30,350.00	648	1.775342	1,911.05
Bill	01/01/2020	16816	Silicon Valley Leadership G	2020 Membership fees $4,500 + $500 for ticket t	5,000.00		35,350.00	577	1.580822	1,670.24
Bill	09/21/2020	Gold Sponsor	Mission City Community Fu	Gold Sponsorship	5,000.00		40,350.00	313	0.857534	846.16
Bill	10/26/2020	FPPC #1266738	Santa Clara's Police Office	Contribution	5,000.00		45,350.00	278	0.761644	744.84
Bill	10/26/2020	FPPC #: 1429862	Committee to Save Caltrair	Contribution	5,000.00		50,350.00	278	0.761644	744.84
Bill	01/01/2021	17392	Silicon Valley Leadership G	2021 Membership fees $4,500 + $500 for ticket t	5,000.00		55,350.00	211	0.578082	555.76
Bill	02/22/2021	Jan Reimb	Chris Shay	Annual Lobbyist license - Santa Clara	745.00		56,095.00	159	0.435616	61.58
Bill	02/22/2021	Jan Reimb	Chris Shay	Contribution - Affordable Housing - SV@Home	500.00		56,595.00	159	0.435616	41.33
Total Misc. Develop Exp					56,595.00	0.00	56,595.00			

Misc. Travel Expenses

Commercial Real Estsate Development Associate (NAIOP) – Pat Sausedo is currently a registered lobbyist in the city.

Sausedo	Patricia	Patricia Sausedo	Contract
Sheaff	Spencer	Housing Action Coalition	Business/Organization
Sherringham	Tia	DoorDash, Inc	Business/Organization
Silva	Tony	HMH Engineering	Business/Organization
Smith	Corey	Housing Action Coalition	Business/Organization

Greenbelt Alliance	General Email to abrownstevens@greenbelt.org (previous contact Kiyomi Yamamoto left)
Building Industry Association (BIA)	Dennis Martin
Chamber of Commerce	General Email to christian.malesic@svcentralchamber.com and Info@svcentralchamber.com (previous contact Domarina Ebrahimi left)
Silicon Valley Bicycle Coalition	Diana Crumedy
Silicon Valley Leadership Group	General Email to mvanderklay@svlg.org (previous contact Vince Rocha left)
Commercial Real Estate Development Associate (NAIOP)	Pat Sausedo
Silicon Valley @ Home	Mathew Reed
Santa Clara Resident	Vikas Gupta
Santa Clara Resident	Marie Mayer
Korean-American Chamber of Commerce of Silicon Valley	Ken Kim
Old Quad Resident Association	Adam Thompson
Santa Clara Resident	Howard Myers
Santa Clara Resident	Megan Mujushi
Santa Clara Resident	Shanti Dickson
Santa Clara Resident	Richard Bonito
Historical and Landmarks Commission	Ana Vargas-Smith
Senior Advisory Committee	Nancy Toledo

ORDINANCE NO. 1949

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING CHAPTER 2.155 ("REGULATION OF LOBBYING ACTIVITIES") TO TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the citizens of Santa Clara have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests;

WHEREAS, complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of City government;

WHEREAS, it is in the public interest to ensure that lobbyists do not misrepresent facts, their positions or attempt to deceive a City official through false communications; do not place a City official under personal obligation to themselves or their clients; and do not represent that they can control the actions of any City official; and,

WHEREAS, it is in the public interest to adopt this chapter to ensure adequate and effective disclosure of information about efforts to lobby City government.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 2.155("Regulation of Lobbying Activities") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is added to read as follows:

"CHAPTER 2.155

REGULATION OF LOBBYING ACTIVITIES

Sections:

2.155.010 Interpretation.
2.155.020 Definitions.
2.155.030 Registration.
2.155.040 Annual registration renewal.
2.155.050 Termination of lobbyist status.
2.155.060 Active status.
2.155.070 Registration fees.
2.155.080 Required registration information.
2.155.090 Semi-annual reports.
2.155.100 Records retention.
2.155.110 Lobbyist identification.
2.155.120 Prohibitions.
2.155.130 Gifts.
2.155.140 Enforcement.
2.155.150 Injunction.
2.155.160 Practice restrictions.
2.155.170 Exemptions.

2.155.010 Interpretation.

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in Government Code Sections 81000 et seq., shall govern the interpretation of this Chapter.

2.155.020 Definitions.

For the purposes of this Chapter, the following definitions shall be applicable:

(a) "Activity expense" means any payment made by a lobbyist to or directly benefiting any City official, City official-elect or member of his or her immediate family. Activity expenses include gifts, honoraria, consulting fees, salaries and any other form of compensation, but do not include campaign contributions.

(b) "Administrative action" means the proposal, drafting, development, consideration, advocacy or recommendation of any rule, regulation, agreement or contract, permit, license or hiring action.

(c) "City official" means any public official, legislative staff member or City employee who participates in the consideration of any legislative or administrative action other than in a purely clerical, secretarial or ministerial capacity. It shall also include any City board or commission member, or City representative to any joint powers authority to which the City is a party, and any consultant to the City.

(d) "Client" means a person who is represented by a lobbyist.

(e) "Compensation" includes, but is not limited to, money of any denomination or origin; goods or services or anything of value, delivered or rendered; or promises to perform or provide services or contractual arrangements or awards.

(f) "Gift" means gift as defined in the California Political Reform Act, Government Code Section 81000 et seq., as amended from time to time.

(g) "Influencing" means the purposeful communication, either directly or through agents, promoting, supporting, modifying, opposing, causing the delay or abandonment of conduct, or otherwise intentionally affecting the behavior of a City official or official-elect, by any means, including, but not limited to, providing or using persuasion, information, incentives, statistics, studies or analyses; excepted from this definition is communication made as a part of a noticed governmental public meeting.

(h) "Legislative action" means the drafting, introduction, consideration, modification, enactment or defeat of any resolution, ordinance, amendment thereto, report, nomination or other action of the Mayor, City Council, Santa Clara Stadium Authority, City of Santa Clara Housing

Authority, any other joint powers authority of which the City is a party, or City board or commission, acting in its official capacity.

(i) "Lobbying" is the influencing or attempting to influence a legislative or administrative action of the City.

(j) "Lobbyist," unless exempt under Subsection 4 hereunder, means:

(1) Contract lobbyist. A person who engages in lobbying on behalf of one (1) or more clients (acting individually or through agents, associates, employees or contractors) and who has received or has entered into an agreement for compensation of one thousand dollars ($1,000.00) or more, or equivalent non-monetary compensation ("threshold compensation") for engaging in lobbying during any consecutive three (3) month period;

(2) Business or organization lobbyist. Any business or organization, whose owner(s), officer(s) or employee(s) carry out lobbying on its behalf, in an aggregate amount of ten (10) hours or more within any consecutive twelve (12) month period , whether or not such officers or employees are specifically compensated to engage in lobbying; provided that the activities of officers shall be considered lobbying only if those officers receive compensation by the business or organization beyond reimbursement for their reasonable travel, meals or incidental expenses; or,

(3) Expenditure lobbyist. A person who makes payments or incurs expenditures of five thousand dollars ($5,000.00) or more during any calendar year in connection with carrying out public relations, advertising or similar activities with the intent of soliciting or urging, directly or indirectly, other persons to communicate directly with any City official in order to attempt to influence legislative or administrative action. The five thousand dollars ($5,000.00) threshold shall not include: (A) Compensation paid to contract lobbyists or employees for lobbying; or (B) Dues

payments, donations, or other economic consideration paid to an organization, regardless of whether the dues payments, donations or other economic consideration are used in whole or in part to lobby.

(k) Exemptions to "lobbyist" include:

(1) Any public official acting in his or her official capacity or acting within the scope of his or her employment or appointment;

(2) The media, when limiting its action to the ordinary course of news gathering or editorial activity, as carried out by members of the press. "Media" shall mean newspapers or any other regularly published periodical, radio or television station or network or information published on the internet;

(3) Persons reimbursed for only their reasonable travel, meals or incidental expenses, including but not limited to, uncompensated members or directors of nonprofit organizations, such as chambers of commerce;

(4) Persons whose communications regarding any legislative or administrative action are limited to appearing or submitting testimony at any public meeting held by the City or any of its agencies, offices, or departments, as long as the communications thereto are public records available for public review. Notwithstanding the foregoing, persons who otherwise qualify as lobbyists must register and disclose their lobbying activities directed toward City officials, in the same manner and to the same extent such registration and disclosure is required of all other lobbyists;

(5) Persons submitting bids or responding to requests for proposals, provided the provision of such information is limited to direct conversation or correspondence with the official or department specifically designated to receive such information;

(6) Persons providing oral or written information pursuant to a subpoena or otherwise compelled by law or regulation, or in response to an official request provided that the request and response thereto are public records available for public review;

(7) Designated representatives of a recognized employee organization whose activities are limited to communicating with city officials or their representatives regarding (i) wages, hours and other terms or conditions of employment, or (ii) the administration, implementation or interpretation of an existing employment agreement;

(8) Persons who are professionally licensed by a state licensing organization pursuant to the California Business & Professions Code, including, but not limited to, attorneys, architects and engineers; provided however, the exemption for attorneys shall only be applicable if the attorney is engaged in the practice of law with respect to the subject of the employment;

(9) Board members or employees of nonprofit 501(c)(3) corporations, unless the non-profit organization is lobbying for a specific project, issue or person for which the organization has received compensation or a contribution to lobby for or against a specific project, issue or person; or,

(10) Members of neighborhood associations.

(l) "Organization" means any person that is not an individual.

(m) "Person" means any individual, domestic or foreign corporation, for-profit or nonprofit entity, firm, association, syndicate, union, chamber of commerce, joint-stock company, partnership of any kind, limited liability company, common-law trust, society, or any other group of persons acting in concert.

2.155.030 Registration.

Lobbyists shall register with the City Clerk within fifteen (15) days after qualifying as a lobbyist under Section 2.155.020. Should a lobbyist have a change to its registration information, including, but not limited to, the legislative or administrative action for the City as to which the lobbyist has been engaged, after the annual registration period, such lobbyist shall file an amended registration with the City Clerk within fifteen (15) days of such change with the changed information.

2.155.040 Annual registration renewal.

A lobbyist shall renew his or her registration by January 15 of each year unless he or she has terminated their status as a lobbyist pursuant to Section 2.155.050, by such date.

2.155.050 Termination of lobbyist status.

After initial registration, annual registration renewal will not be required if a declaration attesting to the termination of lobbying services within the City has been filed with the City Clerk no later than January 15.

2.155.060 Active status.

All registrations, renewals and terminations will be deemed filed on the date received by the City Clerk. A lobbyist shall be deemed active for the duration of the year of registration ending December 31, unless a declaration attesting to termination of lobbying services within the City is filed.

2.155.070 Registration fees.

Persons subject to the registration requirements of this ordinance shall pay an annual fee set by resolution of the City Council. Persons registering for the first time after June 30 of a given year shall pay a reduced registration fee set by resolution of the City Council.

(a) The applicable registration fee is due at the time of registration or registration renewal. Payment will be deemed delinquent thereafter. Delinquency fees may be assessed as specified in subsection (c) below, if payment occurs after the due date.

(b) In addition to the annual fee, each registrant shall pay a fee set by resolution of the City Council per client for whom lobbying is undertaken for compensation in excess of five hundred dollars ($500.00). The fees for clients as of the date of initial registration shall be submitted with the registration. The fees for subsequent clients shall be due and submitted within fifteen (15) days of such change with the changed information pursuant to Section 2.155.030.

(c) A fine of twenty-five dollars ($25.00) per day for delinquent fees, up to a maximum of five hundred dollars ($500.00), will be assessed until in compliance with the registration provisions herein.

2.155.080 Required registration information.

The initial registration shall contain the name, business address, telephone, email addresses and, if applicable, business license of all persons required to register pursuant to this Chapter, including the names of all owners of sole proprietorships and partnerships of fewer than ten (10) persons. If the registrant is a corporation, it shall also include the names of the president, secretary, chief financial officer, and agent for service of process, if any. Any business or organization registering under this act shall also briefly describe the nature of its business or organization and contact individual. In addition to this information, the report shall contain the following:

(a) Contract lobbyists. The name, business address, telephone number of each client, the nature of each client's business and the item(s) of legislative or administrative action the lobbyist is seeking to influence on behalf of the client; and the name of each person employed or retained by the lobbyist to lobby on behalf of each client.

(b) Business or organization lobbyists. The names of owners, officers or employees conducting lobbying activities and the item(s) of legislative or administrative action the lobbyist is seeking to influence.

(c) Expenditure lobbyists. The item(s) of municipal legislative or administrative action the lobbyist is seeking to influence.

(d) Payment received by the reporting lobbyist for services as a consultant or in any other capacity for services rendered to a City agency, any City official or any City official-elect or their controlled committees, any officeholder committee, or ballot measure committee. The dates of payment and name of each payer shall be included.

(e) The name, address, title and telephone number of the person responsible for preparing the report, together with that individual's signature attesting to the authority of the signatory and the accuracy and truthfulness of the information submitted.

2.155.090 Semi-annual reports.

Semi-annual reports for the prior six (6) month period are to be filed with the City Clerk on or before July 15 and January 15 of each year, whether or not any lobbying activities have occurred during such period. Electronic reporting may also be permitted by the City Clerk. Each semi-annual report shall contain the same information as required to be disclosed in the initial registration, for those activities occurring in that period. If a lobbyist has terminated all lobbying activities during such period, the lobbyist may file a declaration of termination with the semi-annual report. The final semi-annual report shall include disclosure of any lobbying activities during the period of termination.

2.155.100 Records retention.

All information, reports and statements required to be filed under the provisions of this chapter shall be compiled and preserved by the City pursuant to the City's records retention schedule and shall be open to public inspection. Copies of the records pertaining to the above-required reports shall be preserved by the lobbyist for inspection and audit for a period of four (4) years from date of production.

2.155.110 Lobbyist identification.

When appearing in a lobbying capacity at any meeting with a city official or at a public meeting of the City Council or any other city board, commission or hearing, a contract lobbyist shall identify himself/herself and the client(s) on whose behalf he/she is appearing, and a business or organization lobbyist shall identify himself/herself and the business or organization he/she represents.

2.155.120 Prohibitions.

It shall be unlawful for any lobbyist to commit any of the following acts:

(a) Unregistered Lobbying. Acting as a lobbyist in the City without having registered in compliance with this chapter, or knowingly to employ a person or entity to serve as a lobbyist when such person is not registered pursuant to this chapter.

(b) Unauthorized Communications. Sending or causing any communication to be sent to any City official in the name of any nonexistent person or in the name of an existing person without the express or implied consent of such person.

(c) Indirect Violations. Attempting to evade the requirements of this chapter through indirect efforts or through the use of agents, associates, intermediaries or employees.

(d) Creation of Obligations. Performing or sponsoring any act with the purpose and intent of placing any City official under personal obligation to the lobbyist.

(e) Contingent Compensation. Compensation for lobbying activity when the compensation is directly dependent on the result of legislative or administrative action(s) that are the subject of the lobbying activity.

2.155.130 Gifts.

It shall be unlawful for any lobbyist to deliver or cause to be delivered any gift to any City official, and for any City official to accept any gift from a lobbyist.

2.155.140 Enforcement.

Persons or entities that knowingly violate this chapter may be subject to penalties as set forth in SCCC 1.05.070.

2.155.150 Injunction.

The City Attorney may seek injunctive relief in the courts to enjoin violations of or to compel compliance with the provisions of this chapter.

2.155.160 Practice restrictions.

No person convicted of a violation of this chapter may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one (1) year after such conviction.

2.155.170 Exemptions.

Any person who in good faith and on reasonable grounds believes that he or she is not required to comply with the provisions of SCCC 2.155.030 by reason of his or her being exempt under SCCC 2.155.020(k) shall not be deemed to have violated the provisions of SCCC 2.155.030 if, within fifteen (15) days after notice from the City, he or she either complies or furnishes satisfactory evidence to the City that he or she is exempt from registration."

SECTION 2: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 3: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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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 15th day of December 2015, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Gillmor, Kolstad, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 12th day of January 2016, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Gillmor, Kolstad, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

I:\ORDINANCES\Lobbying Ordinance 12-21-15.doc

City of Santa Clara
Registered Lobbyists as of 2/6/2023

LAST NAME	FIRST NAME	ORGANIZATION	TYPE OF LOBBYIST
Acton	Alex	Forty Niners Football Company LLC	Business/Organization
Adarkar	Prabir	DoorDash, Inc	Business/Organization
Albertson	Dustin	Forty Niners Football Company LLC	Business/Organization
Alvarez	Mattew	Housing Action Coalition	Business/Organization
Barry	Jude	Catapult Strategies Inc	Contract
Berg	Jessica	Housing Action Coalition	Business/Organization
Bini	David	Santa Clara and San Benito Counties Building and Construction Trades Council	Business/Organization
Bitbadal	Edesa	Elevate Now Consulting, LLC	Contract
Breeze	Elaine	SummerHill Apartment Communities	Business/Organization
Cacciotti	Jon	HMH Engineering	Business/Organization
Cantore	Vince	Core Affordable Housing, LLC	Business/Organization
Caple	Ellie	Forty Niners Football Company LLC	Business/Organization
Carillo	Pete	Silcion Valley Advisors	Contract
Chandhok	Rahul	Forty Niners Football Company LLC	Business/Organization
Cohen	Jean	South Bay Labor Council	Business/Organization
Cronan	Megan	HMH Engineering	Business/Organization
Cunneen	Jim	California Strategies and Advocates	Contract
Davis	Evette	BergDavis Public Affairs	Expenditure
Ebrahimi	Kevin	SummerHill Homes LLC	Business/Organization
Eimer	Stephen F.	Related Santa Clara, LLC	Business/Organization
Fong	Jeff	Forty Niners Football Company LLC	Business/Organization
Frattin	Daniel	Housing Action Coalition	Business/Organization
Gaines	Dashiell	Hunter Storm, LLC	Business/Organization
Giorgetti	Tracy	HMH Engineering	Business/Organization
Gordon	Hannah	Forty Niners Football Company LLC	Business/Organization
Guardino	Leslie	Canyon Snow Consulting, LLC	Contract
Guerra	Alicia	Buchalter	Contract
Guido	Al	Forty Niners Football Company LLC	Business/Organization
Han	Baoshan	Kylli Inc	Business/Organization
Hashimoto	Ray	HMH Engineering	Business/Organization
Himmel	Kenneth A.	Related Santa Clara, LLC	Business/Organization
Hughes	Allie	Canyon Snow Consulting, LLC	Contract
Hunter, Jr.	Derek K	Hunter Storm, LLC	Business/Organization
James	Cynthia	Noble James, LLC	Contract
Jimenez	Gabriela	BergDavis Public Affairs	Expenditure
Jimenez	Zef	HMH Engineering	Business/Organization
Johnson	Jennifer	Canyon Snow Consulting, LLC	Contract
Kaune	Jason D.	Pacific Gas and Electric Company	Business/Organization
Lama	Erin	DoorDash, Inc	Business/Organization
Larson	Matt	Canyon Snow Consulting, LLC	Contract
MacNell	Larry	Forty Niners Football Company LLC	Business/Organization
Matthews	Emily	Forty Niners Football Company LLC	Business/Organization
Mezzetti	Robert L.	Mezzetti Law Firm, Inc.	Contract
Meyersick	Andrew	California Strategies and Advocates	Contract
Miller	Russell H.	Forty Niners Football Company LLC	Business/Organization
Moore	Kevin	Kevin Moore	Contract
Payne	Christopher	DoorDash, Inc	Business/Organization
Pirayou	Ash	Rutan & Tucker	Contract
Poppe	Patricia	Pacific Gas and Electric Company	Business/Organization
Rodriguez	Leslie	California Strategies and Advocates	Contract
Ross	Stephen M.	Related Santa Clara, LLC	Business/Organization
Rupert	Joshua	Hunter Storm, LLC	Business/Organization
Sapirman	Ali	Housing Action Coalition	Business/Organization

Sausedo	Patricia	Patricia Sausedo	Contract
Sheaff	Spencer	Housing Action Coalition	Business/Organization
Sherringham	Tia	DoorDash, Inc	Business/Organization
Silva	Tony	HMH Engineering	Business/Organization
Smith	Corey	Housing Action Coalition	Business/Organization
Stephens	Joshua	Forty Niners Football Company LLC	Business/Organization
Storm	Edward D.	Hunter Storm, LLC	Business/Organization
Sun	Ou	Kylli Inc	Business/Organization
Torres	Diana	Forty Niners Football Company LLC	Business/Organization
Wilhelm	Peter	Forty Niners Football Company LLC	Business/Organization
Wong	Brian	Pacific Gas and Electric Company	Business/Organization
Xu	Tony	DoorDash, Inc	Business/Organization
Yandell	Keith	DoorDash, Inc	Business/Organization
Yang	Jie	Kylli Inc	Business/Organization
York	Jed	Forty Niners Football Company LLC	Business/Organization

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Attorneys for Defendant CITY OF SANTA CLARA

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 3/4/2022 5:52 PM
Reviewed By: J. Ngo
Case #22CV393667
Envelope: 8439032**

NO FEE DUE– GOVERNMENT CODE § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

REPUBLIC METROPOLITAN, a Delaware LLC,

Plaintiff,

vs.

CITY OF SANTA CLARA, a municipal corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No: 22CV393667

Assigned for all purposes to:
Hon. Drew Takaichi

DECLARATION OF BRENDAN F. MACAULAY IN SUPPORT OF DEMURRER OF CITY OF SANTA CLARA TO PLAINTIFF REPUBLIC METROPOLITAN'S COMPLAINT AND MOTION TO STRIKE PORTIONS OF PLAINTIFF'S COMPLAINT

Date:
Time: 9:00 a.m.
Dept.: 2

Date Action Filed: January 24, 2022
Trial Date: None

DECLARATION OF BRENDAN F. MACAULAY

I, Brendan F. Macaulay, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am a partner at Nossaman LLP, attorneys of record for Defendant City of Santa Clara ("City"). I have personal knowledge of the facts contained in this Declaration and if called upon to do so, I could and would competently testify thereto. I submit this declaration in accordance with Code of Civil Procedure section 435.5 and 430.31, subdivision (a), to establish that the parties met and conferred prior to the City's filing of its Demurrer to Plaintiff Republic Metropolitan's ("Plaintiff") Complaint ("Complaint") and Motion to Strike Portions of Plaintiff's Complaint.

2. On February 15, 2022, I wrote to Plaintiff's counsel, Joseph W. Cotchett and Ann M. Ravel, explaining the grounds for the City's anticipated demurrer and motion to strike. Attached hereto as **Exhibit A** is a true and correct copy of my February 15, 2022 letter. We thereafter scheduled a meet and confer February 22, later rescheduled for February 23, 2022.

3. On February 22, 2022, Mr. Cotchett sent me a letter rejecting the points raised in my February 15, 2022 letter and declining to make any changes to the Complaint. Attached hereto as **Exhibit B** is a true and correct copy of the February 22, 2022 letter.

4. Thereafter, on February 23, 2022, I met and conferred telephonically with Plaintiff's counsel, Mr. Cotchett and Tamarah Prevost. On February 24, 2022, I was notified by Mr. Cotchett that Plaintiff had not altered its position and would not be amending its Complaint.

5. On February 24, 2022, Plaintiff provided the City with an extension to respond to Plaintiff's Complaint, making the new deadline to file a response (the demurrer and motion to strike) March 4, 2022.

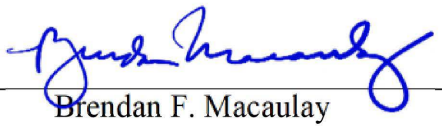
6. On February 15, 2022, I served Plaintiff with a Demand for Bill of Particulars, pursuant to Code of Civil Procedure section 454. On March 2, 2022, Plaintiff served its response to the City's Demand for Bill of Particulars. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's response to the City's Demand for Bill of Particulars.

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I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed this 4th day of March, 2022 in San Francisco, California.



Brendan F. Macaulay

EXHIBIT A

NOSSAMAN LLP

ATTORNEYS AT LAW

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Brendan F. Macaulay
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bmacaulay@nossaman.com

Refer To File # 300201-0007

VIA EMAIL

February 15, 2022

Joseph W. Cotchett
James G. Dallal
Tamarah P. Prevost
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Ann M. Ravel
RAVEL LAW
25 Central Avenue
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ann.ravel@gmail.com

Re: *Republic Metropolitan v. City of Santa Clara, et al.*
Santa Clara Superior Court Case No. 22CV393667

Dear Counsel:

Nossaman LLP has been retained to represent the City of Santa Clara with respect to the above-referenced case. The purpose of this letter is to meet and confer with you about various deficiencies in the complaint, in advance of a potential demurrer and motion to strike.

Deficiencies In Causes Of Action

1. First Cause of Action for Alleged Violation of the Housing Accountability Act.

Plaintiff's sole remedy under the Act is to seek a writ of mandamus under Code of Civil Procedure § 1094.5. Government Code § 65589.5(m) ("Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure …"). The Complaint does not seek such a remedy. Moreover, Plaintiff failed to verify the Complaint, as is also required. Further, Plaintiff fails to identify the grounds upon which the mandamus is based, as required by Code of Civil Procedure 1094.5(b).

Second, the HAA claim is untimely under Government Code § 65589.5(m), given that the acts complained of occurred in 2020 at the latest, and potentially as early as 2019.

Finally, Plaintiff does not allege the predicate act to a HAA claim. Among other things, the City did not "disapprove the housing development project" as that term is defined by the HAA. Government Code § 65589.5(h)(6).

2. Second Cause of Action for Negligent Misrepresentation.

First, this claim fails because the City is immune from negligent misrepresentation claims under Govt. Code § 818.8, which provides, "A public entity is not liable for an injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation be negligent or intentional."

Second, even if the City were not immune from this type of claim, the claimed misrepresentations at issue are not actionable against any defendant. Here, there are two "misrepresentations" that were allegedly made:

- Plaintiff claims the City made a "misrepresentation by omission" by failing to tell Plaintiff something, namely, that SLA might be an impediment to development. ¶ 158(d). Plaintiff elsewhere alleges that the City's entering into the ENA is an implied representation that the property was developable. ¶105 (by entering into the ENA, the City "sent a message to REMET that the SLA would not prevent the project from going forward"). However, implied misrepresentations are not actionable. *Randi W. v. Muroc Joint Unified Sch. Dist.*, 14 Cal. 4th 1066, 1083 (1997) ("The tort of negligent misrepresentation requires a 'positive assertion' and does not apply to implied misrepresentations.'").

- Plaintiff's other claimed misrepresentations are likewise not actionable and cannot be relied upon. The other alleged misrepresentations were legal statements about the developability of the property. However, those dealing with a public agency are presumed to know the law with respect to any agency's authority to contract. *Amelco Electric v. City of Thousand Oaks,* 27 Cal. 4th 228, 242 (2002) ("One who makes a contract with a municipal corporation is bound to take notice of limitations on its power to contract and also of the power of the particular officer or agency to make the contract."); *G.L. Mezzetta, Inc. v. City of American Canyon,* 78 Cal.App.4th 1087, 1093–1094 (2000). Assuming these statements were actually made, these are legal opinions that cannot be reasonably relied upon by Plaintiff. Plaintiff was represented by competent counsel and it cannot sue an opposing party for what is essentially a claim of legal malpractice.

Finally, even if Plaintiff could sue for negligent misrepresentation, such a claim is not properly pled. Negligent misrepresentation is a species of fraud that must be pled with specificity. *Small v. Fritz Companies, Inc.*, 30 Cal. 4th 167, 184 (2003) (claims for negligent misrepresentation must adhere to the same heightened pleading standards as claims for fraud). "Averments of fraud must be accompanied by 'the who, what, when, where, and how' of the misconduct charged." *Vess v. Ciba-Geigy Corp. USA*, 317 F.3d 1097, 1106 (9th Cir. 2003). Plaintiff fails to plead any specifics about the claimed misrepresentations. ¶ 158(a)-(c).

3. Third Cause of Action for Specific Performance – Entry of Disposition and Development Agreement.

As an initial matter, any claim for breach of contract must allege the terms of the contract in *haec verba* or attach the contract that was supposedly breached. Plaintiff sues under an ENA that it claims was amended for the 3rd time. ¶ 168. But Plaintiff does not attach any such amendment or describe the terms of the third amendment. Nor does Plaintiff allege the terms of the DDA that it requests that the Court compel.

Secondly, the Court cannot order specific performance of an expired contract. The ENA expired of its own accord according to the Complaint. Plaintiff alleges the parties signed an ENA on February 6, 2018 and amended it twice – on February 8, 2019 and November 12, 2019. ¶¶ 166, 173. Plaintiff further alleges that, per the November 12, 2019 amendment, ENA was to expire on August 5, 2020. Plaintiff alleges that the City (but not VTA) agreed to extend the ENA for the third time if: (a) Plaintiff provided a second well; (b) Plaintiff would indemnify City from any SLA liability; and (c) a final term sheet was accomplished by November 2020.

Plaintiff does not allege that it never accepted these three conditions to the third amendment to the ENA that might have extended its effect beyond August 2020. Instead, Plaintiff alleges that it orally accepted the SLA indemnity provision on July 6, 2021. Complaint, Exhibit L, last page, ¶ 132, ("Ms. Macy first clarified that there existed a change to the prior posture in that REMET would now provide the indemnity for any activity pursuant to the Surplus Land Act, 'as requested by the City Attorney.'"). Plaintiff does not allege that the Plaintiff ever agreed to the second well site, and concedes that its belated, partial change of heart occurred long after the November 2020 deadline that was one of the City's conditions for amending the ENA for a third time. Nor does Plaintiff allege that the VTA ever agreed to an extension under any terms agreed to by Plaintiff. Thus, according to Plaintiff's allegations, the ENA expired on August 5, 2020.

Finally, the Court cannot order parties to sign a definitive agreement. *Copeland v. Baskin Robbins*, 96 Cal. App. 4th 1251 (2002) ("The law provides no remedy for breach of an agreement to agree because the court may not imply what the parties will agree upon."). Plaintiff is not seeking specific performance of the (expired) ENA, but instead requests a pointless order that two of the three parties execute a definitive agreement (a potential agreement that might result from bargaining during an ENA). Plaintiff is requesting relief that is expressly contrary to the terms of the ENA itself. Paragraphs 2 and 21 of the ENA provides that the City not obligated to enter into a DDA, and that any DDA is effective only if approved by the City and the VTA. Here, the VTA is not a party to this action, is not alleged to have done anything wrong, and could not be compelled to sign a DDA even if the City and Plaintiff agreed to terms. Moreover, the ENA limits Plaintiff's remedies to the return of certain deposits, and precludes the relief requested. ENA ¶ 25, Exhibit B to Complaint.

4. Fourth Cause of Action for Breach of Contract (Damages).

This cause of action seeks money damages for breach of the (expired) ENA based on six claimed breaches identified in ¶ 175(a) – (f). Each is addressed below in turn:

(a) Plaintiff generally alleges that the City breached the ENA by failing to negotiate in good faith. Plaintiff does not identify what specifically the City did that would constitute such a breach. Even if claim were adequately alleged and eventually proven, Plaintiff cannot recover the damages claimed. Plaintiff seeks unspecified "economic damages" in an amount proven at trial. It is unclear if Plaintiff seeks the $3.5 million incurred in alleged reliance on misrepresentations or unspecified lost profits[1] from the contemplated project. Neither measure of damages is recoverable here because the parties expressly outlined what relief was available for breach, and waived any other remedy. Paragraph 25 of the ENA provides:

[1] In addition to being too speculative to recover, it is well settled that lost profits are legally unavailable for breach of an ENA. *Copeland v. Baskin Robbins*, 96 Cal. App. 4th 1251 (2002).

> (a) Default. Failure by a party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).
>
> (b) Remedies. In the event of an uncured default by either of the Owners, the Developer's sole remedy shall be to terminate this Agreement, upon which termination the Developer shall be entitled to the return of the unexpended portion of the Negotiation Deposits and any interest earned thereon, provided, however, if the uncured default is the result of the City's or VTA's gross negligence or willful misconduct, the Developer's remedies shall include return of the original amount of the Negotiation Deposits. Following such termination and the return of the appropriate amount of the Negotiation Deposits and any interest earned thereon, no party shall have any further right, remedy, or obligation under this Agreement; provided, however, that the Developer's indemnification obligation pursuant to Section 24 shall survive such termination.
>
> …
>
> Except as expressly provided above, no party shall have any liability to the other for damages or otherwise for any default, nor shall a party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it might otherwise have at law or in equity.

Thus, Plaintiff's sole remedy under the ENA for any "uncured default by either of the Owners" is a refund of the unexpended portion of the $50,000 in deposits.[2] However, there are no allegations that:

- Plaintiff provided a written notice of default;
- The City failed to cure an alleged default;
- Plaintiff terminated the ENA; or
- Plaintiff was entitled to any funds from $50,000 (e.g., there were any unexpended funds available to refund).

Plaintiff instead alleges that the City never "manifested any intention" of providing an accounting or returning any portion of the deposits. Of course, the Court may ignore this allegation because it flatly contradicts the City's November 12, 2020 letter (Exhibit H to the Complaint) offering to refund any unexpended deposits. In any event, because the City had no obligation to refund anything, any claimed failure in that regard cannot constitute a breach. And again, there are no allegations that Plaintiff notified the City of any default in this regard or terminated the ENA.

---

[2] The ENA permits the City to use the deposits for project-related expenses. The City must only refund unused portions if the City had breached the ENA. A full refund of the entire deposits could be required only if the City engaged in "gross negligence or willful misconduct," which is not alleged. Paragraph 25 also bars all of Plaintiff's non-contract claims.

(b), (c), (d) and (f). Four of the six claimed breaches of the ENA all pertain to purely *internal* communications between the City staff/attorneys and the City Council. ¶175 (b) – (f) (pp. 66-67). For example, Plaintiff alleges that attorneys/staff "advised the City Council inaccurately and fraudulently." ¶ 175 (b), (c) and (f). These internal communications are not actionable. Not surprisingly, Plaintiff does not cite any specific duties as support for these allegations of breach, other than a general duty to negotiate in good faith during the term of the agreement in ¶ 1 of the ENA. Of course, these internal communications were not negotiations with Plaintiff.

(e) Plaintiff's final claimed breach is that the City failed to extend the ENA. ¶ 175(e). Plaintiff does not cite any contractual duty to extend the ENA, and none exists. By that flawed logic, contracts could never expire. To the contrary, any extensions of the ENA are within the City's discretion under ¶ 2 of the ENA – without any good faith or other restrictions on the exercise of that discretion.

In short, even if Plaintiff could allege a claim for breach of contract (which it has not), its remedies are drastically limited by contract.

5. Fifth Cause of Action for Breach of The Implied Covenant of Good Faith and Fair Dealing.

Plaintiff's breach of the implied covenant claim is virtually identical to the claim for breach of contract. It alleges the identical six acts that supposedly established a breach of contract. Compare ¶ 175 (a)–(f) to ¶ 181(a)–(f). The only difference in those allegations is that Plaintiff removed the citations to the contract in the cause of action for breach of the implied covenant (although such citations are still incorporated by reference per ¶178). Plaintiff cannot sue for breach of implied covenant for any obligations found in the contract, as Plaintiff alleges they are. *Careau & Co. v. Security Pacific Business Credit Inc.*, 222 Cal.App.3d 1371, 1395 (1990) Otherwise, this would create tort liability for breach of contractual obligations. And, of course, the ENA precludes any non-contract claims.

6. Quantum Meruit / Unjust Enrichment / Restitution.

Plaintiff cannot sue the City for *quantum meruit* or any common count. *Amelco Electric v. City of Thousand Oaks*, 27 Cal.4th 228 (2002); *Lundeen Coatings v Dept. of Water and Power*, 232 Cal.App.3d 816 (1991). In *Sheppard v. North Orange County Regional Occupational Program*, 191 Cal.App.4th 289 (2010), the trial court properly sustained the demurrer to the *quantum meruit* claim because such a claim cannot be asserted against a public entity. Government Code section 815 states: "Except as otherwise provided by statute: [¶] (a) A public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person." The Legislative Committee Comment to section 815 states: "This section abolishes all common law or judicially declared forms of liability for public entities, except for such liability as may be required by the state or federal constitution...." (Legis. Com. com., 32 West's Ann. Gov.Code (1995) foll. § 815, p. 167). *See also, Katsura v. City of San Buenaventura,* 155 Cal.App. 4th 104, 109-110 (2007) ("It is settled that "a private party cannot sue a public entity on an implied-in-law or quasi-contract theory, because such a theory is based on quantum meruit or restitution considerations which are outweighed by the need to protect and limit a public entity's contractual obligations.")

Labeling this *quantum meruit* claim as "unjust enrichment" or "restitution" does not help Plaintiff because neither is an actual cause of action. California courts have repeatedly held that "there is no cause of action in California for unjust enrichment." *Everett v. Mountains Recreation and Conservancy Authority*, 239 Cal.App.4th 541, 553 (2015); *Melchior v. New Line Prods., Inc.*,106 Cal.App.4th 779, 794 (2003) (affirming trial court's dismissal of "unjust enrichment" claim on the ground that California law does not recognize such a cause of action). Restitution is likewise a remedy and not a cause of action on its own. (See *Munoz v. MacMillan,*195 Cal. App. 4th 648, 661 (2011) ("There is no freestanding cause of action for 'restitution' in California."); *McBride v. Boughton,* 123 Cal.App.4th 379, 387 (2004) (restitution is a remedy, not a cause of action); *Dean Witter Reynolds, Inc. v. Superior Court,* 211 Cal.App.3d 758, 774 (1989)(restitution is a form of equitable relief.)

Allegations of the Complaint that Should Be Stricken.

In addition to the deficiencies outlined in the Complaint above, the Complaint contains pages upon pages of inappropriate and irrelevant allegations that have no place in a pleading. As you know, the court may strike any "irrelevant, false or improper matter inserted in any pleading." Code of Civil Procedure § 436. Regardless of the outcome of any demurrer, the following portions of the Complaint must be removed:

1. Inflammatory/Irrelevant Allegations Re Brian Doyle and Others.

The Complaint contains multiple allegations relating to Brian Doyle that have no place whatsoever in the Complaint, including his salary, his photo, the circumstances of his separation from the City, and other alleged conduct that is wholly unrelated to Plaintiff's claims. The Complaint does not even pretend to tie these extraneous allegations to any of Plaintiff's claims, such as any conceivable relevance of Mr. Doyle's salary to this case. Instead, these allegations appear to be acts of retaliation and vengeance that Plaintiff intended to cloak with the litigation privilege of Civil Code § 47(b). Worse, Plaintiff's allegations appear to be intended to send a message to other staff, members of the City Council or anyone else that, if they dare to oppose REMET's project, they can expect to be harassed in future pleadings. For these reasons, the following allegations must be removed:

- 14:12-21 (¶ 32 (Partial: photo & caption))
- 14:25-28 ("…, and has now been terminated due to his many acts… a salary of $390,000 per year.")
- 23:14-28 (Entirety of Heading 3, ¶ 55 & nn. 5-6)
- 24:1-28 (Entirety of ¶¶ 56-57 & nn.7-8)
- 24:22-25:6 (Entirety of Heading 4 and ¶58)
- 25:7-25 (photos & captions)
- 25:26-26:13 (Entirety of ¶¶ 59-60)
- 26:23-28 (Entirety of footnotes 9-11)
- 33:5-19 (Entirety of ¶ 70)

2. Irrelevant and Improper Diatribes About Affordable Housing.

Plaintiff's Complaint contains 191 paragraphs spanning 73 pages. Numerous pages are filled with extraneous diatribes/editorialization about affordable housing generally, including citations to irrelevant newspaper articles and purported quotations from Gavin Newsom. These allegations are a transparent attempt by Plaintiff to cloak itself in the mantle of a socially popular endeavor – affordable housing – when in reality this housing project was a for-profit endeavor designed to provide student housing across the street from Santa Clara University. *See, e.g.* Exhibit A to Complaint ("I am pleased to submit this proposal … for the development of a purpose-built student housing project."). Ironically, one reason the ENA expired was Plaintiff's refusal to indemnify the City against the potential SLA liability if the property was not first offered to affordable housing developers.

But even if Plaintiff's project were actually about affordable housing, the allegations do not belong in the Complaint. The following allegations should be stricken for that reason:

- 4:1-16 (Entirety)
- 4:18-21 (Portion of ¶ 1 - "Confronted with … unjustifiably thwarted.")
- 4:24-5:13 (Entirety of ¶¶2-3)
- 8:25-9:5 (Entirety of Heading B and ¶ 12)
- 9:19-23 (Portion of ¶ 14)
- 9:25-27 (Portion of ¶ 15 - The CITY, however, has … market-rate housing."
- 16:4-17:24 (Entirety of Heading A.1 and ¶¶ 38-42)
- 17:25-18:1 (¶ 43 "The need to address environmental concerns … expansion of transit networks.")
- 19:1-28 & nn.1-2 (Entirety of ¶¶ 44-45 and footnotes 1-2)
- 20:1-4 (Entirety of Heading 2 and ¶ 46)
- 21:8-23:13 (Entirety of ¶¶ 49-54 and footnotes 3-4)

3. Irrelevant Allegations About the Brown Act.

Plaintiff has no claim for an alleged violation of the Brown Act. Thus, there is no relevance for entire paragraphs and other allegations on this topic, let alone legal conclusions and pontification about the Act generally. The following allegations should be removed:

- 47:23-48:3 (Entirety of ¶ 115)
- 51:1-7 (Entirety of Heading 5 and ¶ 123)

4. Irrelevant and Improper Claims of Damages.

As indicated above, even if Plaintiff were to establish an uncured default of the ENA by the City, Plaintiff's potential recovery is limited to a refund of the unused portion of the $50,000 in deposits. Notwithstanding this limitation, the Complaint repeatedly alleges and prays for damages far beyond that – variously described as $3.5 million in reliance damages, and $5

million in economic benefits conferred or unjustly retained. These allegations are legally irrelevant, improper and should be removed:

- 65:1-3 (Entirety of ¶ 163)
- 72:25-26 (Portion of ¶188 - "and thereby improved …to be determined at trial.")
- 73:27-74:1 (Entirety of ¶ 189)
- 73:4-6 (Entirety of ¶ 190)
- 73:7-8 (Entirety of ¶ 191)

Conclusion.

By close of business on February 16, please provide me with your availability for a video or telephonic session on or before February 21 to meet and confer regarding the foregoing. Because we have laboriously outlined our position above, please be ready to state how the Complaint will be amended in light of the foregoing. We look forward to speaking with you.

Very truly yours,



Brendan F. Macaulay
Nossaman LLP

BFM:al

EXHIBIT B

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Twenty-Second Day of
February 2022

Brendan F. Macaulay
Nossaman LLP
50 California Street, 34th Floor
San Francisco, CA 94111

Re: ***Republic Metropolitan v. City of Santa Clara, et al.,***
Santa Clara Superior Court, Case No. 22CV393667

Dear Mr. Macaulay:

This letter responds to your letter of February 15, 2022 regarding the City's anticipated demurrer and motion to strike in the above-captioned action. Per our email exchange, we will also be speaking with you on Wednesday, February 23 at 4:00 p.m.

The substance of your letter is interwoven with a host of fact disputes that render ReMet's claims sufficiently pled, and not susceptible to demurrer. The complaint also lays out in detail the specific acts and omissions giving rise to ReMet's claims, at least to the extent those acts were not willfully concealed by the City's employees and agents. We therefore decline to amend the allegations, but remain willing to meet and confer further on this issue when we speak. As for the City's specific points challenging ReMet's claims, we can offer the following.

1. First Cause of Action – Housing Accountability Act

Regarding the Housing Accountability Act, we note that the letter does not cite any authority adopting the view that a party aggrieved by an agency's violations of HAA are not redressable in civil litigation. The affordable housing community backs this effort, and we believe that the State government feels the same way. The claim is unquestionably timely, as the City withheld all information regarding its decision to terminate the project until November 12, 2020, and ReMet, after having its attempts at dialogue twice suppressed, followed the designated procedures for filing a claim against the City within the allowed time period. As for the notion that the City did not "disapprove the housing development project," that same letter says otherwise. And if

the City's position is that ReMet is constrained to challenge the specific act or decision disapproving the project via a writ of mandamus, our view is that the City excused that obligation when it rendered the decision in secret in violation of the Brown Act.

2. Second Cause of Action – Negligent Misrepresentation

The letter cites little authority regarding the second cause of action for negligent misrepresentation. The City is presumed to know the law, and the gravamen of ReMet's claim is that the City misrepresented the law. The claim is one for negligent misrepresentation, not the equally available theory of fraudulent misrepresentation, and regardless of whether specificity is required, ReMet's complaint offers enough specificity to meet the heightened standard.

3. Third through Fifth Causes of Action – Contract Claims

It is always permissible to plead in the alternative. Under ReMet's theory, the signed agreements and course of performance do in fact give rise to contractual obligations, albeit obligations the City ultimately repudiated, thereby leaving ReMet in the lurch and out millions. A party to a contract cannot deliberately sabotage performance and frustrate the purpose of the deal during the contract term, wait until the original written instrument is in some formal sense "expired," and then disclaim all responsibility to perform on that basis.

4. Sixth Cause of Action – Quantum Meruit

As for the letter's approach to the sixth cause of action, we believe it overstates the breadth and rigidity of the rules it draws from these cases, and we moreover note that they appear to address fact scenarios readily distinguishable from the fact pattern here. We also do not find illuminating the City's general invocation of sovereign immunity, especially given that ReMet scrupulously followed the framework for claims against public entities laid out in Government Code § 900 *et seq.*

5. Factual Representations to Be Stricken

The City also asks that ReMet reconsider certain of the factual material included within the complaint to support its allegations. These will remain as originally submitted. We find it curious that the City would claim an interest in shielding from public scrutiny the actions of its former city attorney, whom the City Council summarily dismissed several months ago following a firestorm of criticisms related to his job performance. The former city attorney's actions and legal advice are directly relevant to ReMet's claims. ReMet's allegations recount the publicly relevant, public-facing acts of public officials who took certain official public action in their official public capacities while earning

salaries paid in public taxpayer dollars. This is important subject matter to include in a public lawsuit. And in a state that fully embraces the view that sunshine is the best disinfectant, a contrary rule barring disclosure of these facts would be wrong. As you know, there has been some very serious press regarding the conduct and operations of the City Council. I enclose but one recent example of what employees of the City have told the press, and numerous people concerned, about its operations. Apart from the censuring of certain Council members—recently—Chris Jackson, a representative of City employees, told the Council last week that a survey had found City staff "frustrated and disheartened" by the council's inability to follow its code of ethics, and added:

> **This ongoing animosity, inappropriate, offensive and sometimes flat out inaccurate information from council during public meetings is not only embarrassing, but against the city's harassment, bullying and ethics and values policies. . . . Slowly the code of ethics and values has eroded as council members gradually push the boundaries of unacceptable behavior on the dais and in their public roles as city officials.**

The other portions of the complaint flagged by the City will also remain. There is no rule that calls for the striking of allegations in a lawsuit solely because the defendant chooses to characterize them as "diatribes." The affordable housing community stands firmly with ReMet, as will be made plain in future filings. That the City violated the Brown Act in terminating the project is incontrovertibly relevant to the overall legality, and fairness, of its actions, regardless of whether ReMet has chosen to bring a standalone claim under that statute. The litigation will also afford the parties ample opportunity to prove up the amount of damages at issue.

We look forward to speaking about these matters on Wednesday.

Stay well,

JOSEPH W. COTCHETT

Encl.

Cc: Ann Ravel
James G. Dallal
Tamarah P. Prevost
Kathleen D'Elia

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Council drama spurring staff resignations

In exit interviews, employees are citing officials' behavior as one of the reasons they are leaving

By Grace Hase
ghase@bayareanewsgroup.com

The "Great Resignation" has hit Santa Clara, with many city employees leaving in large part because they've had enough of the City Council's behavior.

At least that's among the top three reasons given during their exit interviews, according to City Manager Deanna Santana, who relayed the sobering news to the Santa Clara City Council earlier this month.

Beyond council dynamics, employees cited the workload and a lack of work-life balance as other motives to abandon ship.

And hiring to replace departed employees hasn't been any easier. Before the pandemic, the city had an 11 to 14% vacancy rate. Now, it's 17%.

"We have some known workplace conditions that add to retention, but it's those same known workplace conditions that add to our challenges to make it harder for us to recruit, as well," Santana said at the Feb. 8 meeting.

The city has especially struggled to hire someone to help fulfill California Public Records Act requests. The first person quit after just five days on the job, citing a hefty workload that eclipsed the one they had while working for the city of San Jose. A second person handed in their resignation after watching a single council meeting, and a third, who was offered the job, also withdrew their candidacy after watching a council meeting.

"We just took it off for now because it had been up for so long," Santana said of the job listing. "It became embarrassing for the organization to have such an open unfilled position given the history and the likeliness of public sector employees knowing the history of that position."

Over the last year, the council has struggled with unusually long meetings that often descend into accusations of filibustering and collusion with the 49ers, smirking at other council members' remarks and shouting over one another on Zoom.

In April 2021, the council censured Councilmember Kathy Watanabe and admonished Mayor Lisa Gillmor when Watanabe re-

RESIGNATION » PAGE 2

Resignation

FROM PAGE 1

fused to let Councilmember Kevin Park — the council's only Korean American — speak at a "Stop Asian Hate" rally.

On two separate occasions last year, residents brought forward petitions to the council to censure Councilmember Anthony Becker and Park. They complained about Becker for "retaliating against a member of the public" during a meeting and Park for comments he made comparing single family homeowners not being able to design a city to asking toddlers what they want for lunch.

Neither was censured, but Becker ended up meeting with the resident to clear the air.

Top city officials are also fed up with the council, according to Chris Jackson, the president of Unit 9 — a union that represents unclassified managers. Jackson told the council last week that a recent survey of Unit 9 employees found them to be "frustrated and disheartened" by the council's inability to follow its code of ethics and "respectfully work with city management."

"This ongoing animosity, inappropriate, offensive and sometimes flat out inaccurate information from council during public meetings is not only embarrassing, but against the city's harassment, bullying and ethics and values policies," Jackson said. "Slowly the code of ethics and values has eroded as council members gradually push the boundaries of unacceptable behavior on the dais and in their public roles as city officials."

Jackson emphasized that each council member had cast "the first stone."

The lack of a city attorney is also looming over the city. In September, the council fired Brian Doyle from the position. At the time, Gillmor said that Vice Mayor Suds Jain and Councilmembers Raj Chahal, Karen Hardy, Park and Becker voted to terminate Doyle.

Nearly six months since Doyle was axed, the city remains without an attorney and continues to struggle with hiring assistant city attorneys. It's caused the city to turn to a "whack-a-mole" approach to legal services, focusing on litigation first, which has created delays in everything from creating council agenda reports to Silicon Valley Power contracts, according to Santana.

City spokesperson Lon Peterson said the council has yet to announce a timeline for hiring a new attorney, however, a bid posted last year said an interim city attorney should have started Jan. 18.

Gillmor did not respond to a request for comment, but during the meeting, said that the council majority firing Doyle "at the request of the 49ers" has created "ripple effects" throughout the city. During the 2020 election, 49ers owner Jed York spent several million dollars on an independent expenditure committee backing three of the current council members: Becker, Park and Jain.

"I think that this council can't take action like that and then not expect that there's going to be a consequence," Gillmor said. "And that's where we are right now. I think that along with our other employee issues, we have to improve it because at the end of the day our residents in Santa Clara expect that we give them the highest level of services."

Becker, who frequently speaks out about the "toxicity" at the city, told this news organization that he thought it was "inappropriate" for Santana to throw "the City Council under the bus."

"What I've noticed with the city manager when she's saying that, is she's basically saying that it's council's fault and that's not taking any responsibility for any shortcomings," Becker said of Santana's comments.

The freshman councilmember added that the council needs to "turn over a new leaf," "take away the politics" and focus on the residents.

In an email, Peterson said the council will continue its priority setting meeting on March 1 when there will be a "continued discussion on governance and council collegiality."

"City staff is requesting that city council help pace the city's work to allow staff to focus on the critical priority of our fiscal condition and employee work-life balance given the reduction in staff capacity (productivity hours)," he said. "Like other organizations, COVID has placed new stressors on city staff and staff has absorbed delivering services during COVID while sustaining day-to-day operations."

EXHIBIT C

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Attorneys for Plaintiff Republic Metropolitan LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

REPUBLIC METROPOLITAN, a Delaware LLC, **Plaintiff,** **v.** **CITY OF SANTA CLARA, a municipal corporation; and DOES 1 through 10, inclusive,** **Defendants.**	Case No. 22CV393667 **PLAINTIFF'S RESPONSE TO DEMAND FOR BILL OF PARTICULARS** Action Filed: January 24, 2022

Plaintiff REPUBLIC METROPOLITAN, a Delaware LLC ("Plaintiff" or "REMET") hereby responds to the Demand for Bill of Particulars (the "Demand") of Defendant CITY OF SANTA CLARA, a municipal corporation ("Defendant" or "City"), as follows:

Plaintiff objects to the Demand on the grounds that it is overbroad, unduly burdensome and exceeds the scope of California Code of Civil Procedure Section 454 ("Section 454"), the language of which is limited to "items of an account," whereas Plaintiff has asserted several causes of action premised on theories of recovery not tied to an "account." Plaintiff further objects to the Demand on the grounds that it seeks broad discovery through the mechanism of Code of Civil Procedure Section 454, which is unlawful and inappropriate. Plaintiff further objects to the Demand because it is "not proper" under the circumstances of this case, which concerns "both breach of contract and negligence," under the rule of *Distefano v. Hall,* 218 Cal. App. 2d 657, 677-78 (1963). Plaintiff further objects to the Demand on the grounds that it is premature and appears to be presented for purposes of imposing needless burden at the outset of the litigation prior to the taking of any discovery. Plaintiff further objects to the Demand on the grounds that it seeks information that is clearly within the appropriate scope of expert discovery and analysis, at a stage of the lawsuit prior to the disclosure of expert witnesses. In presenting this Bill of Particulars, Plaintiff does not concede that it states all sums lawfully owed to Plaintiff for the entire course of Defendant's conduct or rightfully due under all six of the causes of action asserted in this lawsuit, which additionally support redress in kind and an award of damages in amounts exceeding sums shown in any "account" maintained by Plaintiff or otherwise, including but not limited to sums awarded for pre-judgment or post-judgment interest. Plaintiff reserves all rights including the right to amend or supplement this Bill of Particulars in due course at an appropriate juncture later in the proceedings should discovery or other circumstances support such amendment or supplementation.

Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

1. Sums approximating $5,463,874.71 (costs reflected in $3,642,450.80 in itemized entries plus $1,821,423.91 in interest to July 31, 2021) plus additional accrued interest as shown

in the file "Summary of Santa Clara Costs plus accrued interest to July 31, 2021," attached hereto as **Exhibit A**.

2. Projected gross income and proceeds in an amount of at least $57,164,072, or in the alternative $14,485,031, as reflected in internal analyses and projections shown in the file "Republic Santa Clara Project – Lost Opportunity" attached hereto as **Exhibit B**.

Dated: March 2, 2022

COTCHETT, PITRE & McCARTHY, LLP

By: _____
JOSEPH W. COTCHETT
JAMES G. DALLAL
TAMARAH P. PREVOST

Attorneys for Plaintiff Republic Metropolitan LLC

Exhibit A

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Maturity Date: 7/31/2021
Interest Rate: 20%

Type	Date	Num	Name	Memo	Debit	Credit	Balance	# Days O/S	365 # Years	Compounded Interest
01000 - Award Submission										
RFP Submissions/Management										
Macy Office of Design										
Bill	01/16/2019	664	Macy Office of Design	Santa Clara benefits presentation, brochure: des	1,385.16		1,385.16	927	2.539726	815.73
Bill	05/21/2019	681	Macy Office of Design	Admin & Dev support - mailing to council membe	5,114.68		6,499.84	802	2.19726	2,520.17
Bill	09/30/2019	Inv #686	Macy Office of Design	Admin & Dev support - June to Aug - presentatio	8,375.00		14,874.84	670	1.835616	3,328.92
Bill	09/30/2019	inv #690	Macy Office of Design	Admin & Dev support - Sept - community outreac	5,052.50		19,927.34	670	1.835616	2,008.28
Bill	11/04/2019	693	Macy Office of Design	Oct services - VTA/City cordination/Design/DDA	13,998.37		33,925.71	635	1.739726	5,225.07
Bill	12/03/2019	702	Macy Office of Design	Nov services - meeting cordination city/VTA - De	8,892.50		42,818.21	606	1.660274	3,143.62
Bill	01/07/2020	709	Macy Office of Design	Dec services - current reports/history of Santa Cl	3,117.46		45,935.67	571	1.564384	1,028.94
Bill	02/12/2020	712	Macy Office of Design	Jan services - Program mgt Surplus Land Act fo	752.50		46,688.17	535	1.465753	230.53
Bill	05/03/2020	727	Macy Office of Design	VTA Submittal/ongoing project management/follo	2,557.50		49,245.67	454	1.243836	651.02
Bill	07/05/2020	729	Macy Office of Design	May/June services - community/VTA meeting co	16,538.07		65,783.74	391	1.071233	3,567.04
Bill	08/18/2020	736	Macy Office of Design	July services - prepare Early consideration packa	17,595.00		83,378.74	347	0.950685	3,330.01
Bill	09/28/2020	742	Macy Office of Design	Aug services - project management/city council I	10,670.10		94,048.84	306	0.838356	1,762.17
Bill	11/09/2020	748	Macy Office of Design	Oct services - Books for VTA meeting - securing	2,579.76		96,628.60	264	0.723288	363.65
Bill	11/10/2020	749	Macy Office of Design	Oct services - prep team/presentation - RFQ inte	6,685.00		103,313.60	263	0.720548	938.52
Total Macy Office of Design					103,313.60	0.00	103,313.60			
Total RFP Submissions/Management					103,313.60	0.00	103,313.60			
Total 01000 - Award Submission					103,313.60	0.00	103,313.60			
01001 - Land										
Appraisal Fees										
Kidder Mathews										
General Journal	10/03/2016	1	Kidder Mathews	Paid via RUP - Appraisal of 500 Benton Street 2	3,000.00		3,000.00	1762	4.827397	4,233.70
General Journal	10/03/2016	1	Kidder Mathews	Paid via RUP - Appraisal of NE El Camino Real/I	3,000.00		6,000.00	1762	4.827397	4,233.70
General Journal	12/02/2016	2	Kidder Mathews	Paid via RUP -Appraisal of NE El Camino Real/F	3,000.00		9,000.00	1702	4.663014	4,020.12
General Journal	12/02/2016	2	Kidder Mathews	Paid via RUP - Appraisal of 500 Benton Street -	3,058.32		12,058.32	1702	4.663014	4,098.27
Total Kidder Mathews					12,058.32	0.00	12,058.32			
Total Appraisal Fees					12,058.32	0.00	12,058.32			
Site Research										
B. Mendelsohn										
General Journal	09/23/2014	69	Bob Mendelsohn	Paid via RUP - To record Oct 1 retainer to B. Me	833.34		833.34	2503	6.857534	2,076.11
General Journal	10/28/2014	70	Bob Mendelsohn	Paid via RUP - Payment of Nov consultancy to E	833.34		1,666.68	2468	6.761644	2,025.68
General Journal	11/04/2014	148	Bob Mendelsohn	Paid via RUP - Consulting fee to B. Mendelsohn	1,666.67		3,333.35	2461	6.742466	4,031.38
General Journal	11/14/2014	72	Bob Mendelsohn	Paid via RUP - Transfer to Bob Mendelsohn - D	833.33		4,166.68	2451	6.715068	2,001.48
General Journal	01/02/2015	73	Bob Mendelsohn	Paid via RUP - Jan 2015 payment to B. Mendels	833.34		5,000.02	2402	6.580822	1,932.96
Total B. Mendelsohn					5,000.02	0.00	5,000.02			
James Haas										
General Journal	06/13/2014	74	James Haas	Paid via RUP - May 10 - June 9 - Services re Tr	833.34		833.34	2605	7.136986	2,228.18
General Journal	07/13/2014	75	James Haas	Paid via RUP - June 10 - July 9 - Services re Tra	833.34		1,666.68	2575	7.054795	2,182.65
General Journal	08/13/2014	76	James Haas	Paid via RUP - July 10 - Aug 9 - Services re Tra	833.34		2,500.02	2544	6.969863	2,136.31
General Journal	09/13/2014	77	James Haas	Paid via RUP - Sept 10 - Oct 9 - Services re Trai	833.34		3,333.36	2513	6.884932	2,090.68
General Journal	09/15/2014	78	James Haas	Paid via RUP - Aug 10 - Sept 9 - Services re Tra	833.34		4,166.70	2511	6.879452	2,087.76
General Journal	11/13/2014	79	James Haas	Paid via RUP - Oct 10 - Nov 9 - Services re Tran	833.34		5,000.04	2452	6.717808	2,002.92
Total James Haas					5,000.04	0.00	5,000.04			
Western Pacific Properties, Inc										
General Journal	10/16/2014	80	Western Pacific Properties	Paid via RUP - October Consultancy - S. Kellenb	833.34		833.34	2480	6.794521	2,042.87

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Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	11/01/2014	81	Western Pacific Properties	Paid via RUP - November Consultancy - S. Kelle	833.34		1,666.68	2464	6.750685	2,019.98
General Journal	12/01/2014	82	Western Pacific Properties	Paid via RUP - December Consultancy - S. Kelle	833.34		2,500.02	2434	6.668493	1,977.54
General Journal	01/01/2015	83	Western Pacific Properties	Paid via RUP - Jan Consultancy - S. Kellenberge	833.34		3,333.36	2403	6.583562	1,934.35
Total Western Pacific Properties, Inc					3,333.36	0.00	3,333.36			
Total Site Research					13,333.42	0.00	13,333.42			
Total 01001 - Land					25,391.74	0.00	25,391.74			
02000 - Construction										
Preconstruction Services										
General Journal	10/30/2017	7	Nibbi Brothers Associates,	Paid via RUP - Pre Construction Services - Preli	10,000.00		10,000.00	1370	3.753425	9,824.44
Bill	02/13/2018	17100044-001	Swinerton Management & (	Cost peer review of Nibbi construction numbers	7,260.00		17,260.00	1264	3.463014	6,390.31
Bill	07/26/2019	Application #1	CBG Building Company	June/July - Clark Preconstruction Services - Con	3,000.00		20,260.00	736	2.016438	1,332.97
Bill	08/28/2019	Application #2	CBG Building Company	Aug - Clark Preconstruction Services - Contract	1,500.00		21,760.00	703	1.926027	631.06
Bill	09/27/2019	Application #3	CBG Building Company	Sep - Clark Preconstruction Services - Contract	1,500.00		23,260.00	673	1.843836	599.37
Bill	10/25/2019	Application #4	CBG Building Company	Oct - Clark Preconstruction Services - Contract $	1,500.00		24,760.00	645	1.767123	570.21
Bill	01/05/2020	Application #6	CBG Building Company	Dec - Clark Preconstruction Services - Contract	1,500.00		26,260.00	573	1.569863	497.08
Bill	02/26/2020	Application 6 - Feb	CBG Building Company	Feb - Clark Preconstruction Services - Contract	1,500.00		27,760.00	521	1.427397	445.87
Bill	02/27/2020	Feb - App #7	CBG Building Company	Feb - App #7 - Clark Preconstruction Services	1,500.00		29,260.00	520	1.424658	444.90
Bill	04/13/2020	App #8 - Mar	CBG Building Company	March - App #8 - Clark Preconstruction Service	1,500.00		30,760.00	474	1.29863	400.72
Bill	06/01/2020	App #9 Apr/May	CBG Building Company	Period to April 1 to May 31, 2020 - Clark Precon	3,000.00		33,760.00	425	1.164384	709.53
Bill	07/29/2020	App #10 - July	CBG Building Company	July 31, 2020 - App #10 - Clark Preconstruction	1,500.00		35,260.00	367	1.005479	301.80
Bill	08/31/2020	App #11 - August	CBG Building Company	August - Clark Preconstruction Services - Contr	1,500.00		36,760.00	334	0.915068	272.34
Bill	09/28/2020	App #12 - Sept	CBG Building Company	Sept - App #12 - Clark Preconstruction Service	1,500.00		38,260.00	306	0.838356	247.73
Bill	10/31/2020	App #13	CBG Building Company	Oct - App #12 - Clark Preconstruction Services	1,500.00		39,760.00	273	0.747945	219.15
Bill	11/30/2020	App #14 - Nov	CBG Building Company	Nov - App #14 - Clark Preconstruction Services	1,500.00		41,260.00	243	0.665753	193.58
Bill	12/22/2020	App #15	CBG Building Company	Nov - App #15 - Clark Preconstruction Services	1,500.00		42,760.00	221	0.605479	175.07
Bill	01/28/2021	App #16	CBG Building Company	Jan - App #15 - Clark Preconstruction Services	1,500.00		44,260.00	184	0.50411	144.40
Total Preconstruction Services					44,260.00	0.00	44,260.00			
Total 02000 - Construction					44,260.00	0.00	44,260.00			
03000 - Arch. & Engineering										
Architectural Design										
Humphreys & Partners Architects										
General Journal	02/17/2017	3	Humphreys & Partners - Ca	Paid via RUP - Site Plan Concept & Images - St	5,500.00		5,500.00	1625	4.452055	6,884.60
Bill	02/02/2018	65505	Humphreys & Partners - Ca	January services - Land planning - #1202 & 125(	3,500.00		9,000.00	1275	3.493151	3,116.98
Bill	04/04/2018	66049	Humphreys & Partners - Ca	April services - Site Plan revisions & renderings	3,295.00		12,295.00	1214	3.326027	2,747.47
Bill	04/04/2018	66031	Humphreys & Partners - Sa	April Services - Hand Drawn Color Perspective	2,000.00		14,295.00	1214	3.326027	1,667.66
Bill	06/12/2018	66646	Humphreys & Partners - Sa	Travel + May services - Site Plan concept - Desi	3,530.09		17,825.09	1145	3.136986	2,724.17
Bill	07/08/2018	66944	Humphreys & Partners - Sa	June services - 2 perspective renderings ($5k) p	5,497.39		23,322.48	1119	3.065753	4,116.67
Bill	08/08/2018	67335	Humphreys & Partners - Sa	July services - 2 renderings (4 in total)	5,000.00		28,322.48	1088	2.980822	3,609.84
Bill	08/31/2018	67461	Humphreys & Partners - Sa	Aug services - landplan	555.69		28,878.17	1065	2.917808	390.26
Bill	11/02/2018	68155	Humphreys & Partners - Sa	Oct services	12,740.00		41,618.17	1002	2.745205	8,275.43
Bill	01/07/2019	68648	Humphreys & Partners - Sa	Missing invoices	3,330.46		44,948.63	936	2.564384	1,985.18
Bill	02/12/2019	69077	Humphreys & Partners - Sa	Elevations/conceptual floor plans/computer rend	19,800.46		64,749.09	900	2.465753	11,239.18
Bill	03/07/2019	69188	Humphreys & Partners - Sa	Land Plan revision	1,757.50		66,506.59	877	2.40274	966.12
Bill	04/04/2019	69445	Humphreys & Partners - Sa	Land Plan revision	2,903.24		69,409.83	849	2.326027	1,533.47
Bill	05/08/2019	69746	Humphreys & Partners - Sa	Concept Site Plan	1,202.50		70,612.33	815	2.232877	604.20
Bill	05/08/2019	69746	Humphreys & Partners - Sa	Concept Site Plan - Landscape	2,750.00		73,362.33	815	2.232877	1,381.76
Bill	05/29/2019	69955	Humphreys & Partners - Sa	May services - Land Plan/renderings	1,948.55		75,310.88	794	2.175342	948.51
Bill	07/08/2019	70273	Humphreys & Partners - Sa	June services - Land Plan/renderings	1,481.15		76,792.03	754	2.065753	677.43
Bill	08/09/2019	70703	Humphreys & Partners - Sa	July services - Land Plan/renderings	3,203.30		79,995.33	722	1.978082	1,391.06
Bill	09/06/2019	70988	Humphreys & Partners - Sa	August services - Land Plan/renderings	5,054.72		85,050.05	694	1.90137	2,094.36
Bill	10/09/2019	71544	Humphreys & Partners - Sa	Sept services - Land Plan/renderings	23,885.28		108,935.33	661	1.810959	9,344.26

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Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	10/23/2019	71563	Humphreys & Partners - Sa	Oct services - Land Plan/renderings	21,430.00		130,365.33	647	1.772603	8,175.95
Bill	11/22/2019	71938	Humphreys & Partners - Sa	Nov services - Public meetings/project co-ordina	4,061.66		134,426.99	617	1.690411	1,466.14
Bill	12/23/2019	72474	Humphreys & Partners - Sa	Nov services - Elevation plans/conceptual floor p	15,060.82		149,487.81	586	1.605479	5,121.56
Bill	01/28/2020	72819	Humphreys & Partners - Sa	Jan services - Project co-ordination	2,311.33		151,799.14	550	1.506849	730.79
Bill	03/25/2020	73336	Humphreys & Partners - Sa	Jan services - Project co-ordination plus reprodu	2,721.19		154,520.33	493	1.350685	759.84
Bill	04/21/2020	73588	Humphreys & Partners - Sa	April services - Project co-ordination plus expens	1,916.23		156,436.56	466	1.276712	502.23
Bill	05/21/2020	73967	Humphreys & Partners - Sa	May services - Project co-ordination plus expens	1,403.65		157,840.21	436	1.194521	341.54
Bill	06/23/2020	74380	Humphreys & Partners - Sa	June services - Project co-ordination plus exper	5,022.30		162,862.51	403	1.10411	1,119.95
Bill	06/30/2020	2038	Humphreys & Ptnrs Landsc	Landscape architectural plans for Planning App i	5,850.00		168,712.51	396	1.084932	1,279.55
Bill	07/21/2020	74594	Humphreys & Partners - Sa	July services - application resubmittal + general	22,771.06		191,483.57	375	1.027397	4,691.05
Bill	09/25/2020	75247	Humphreys & Partners - Sa	Aug services - shadow study	2,000.00		193,483.57	309	0.846575	333.80
Bill	02/25/2021	76617	Humphreys & Partners - Sa	Reimbursable expenses re printing/shipping	454.48		193,938.05	156	0.427397	36.83
Total Humphreys & Partners Architects					193,938.05	0.00	193,938.05			
Robin Chiang & Company										
General Journal	06/23/2015	4	Robin Chiang & Company	Paid via RUP - Paid via RUP - Concept design re	10,000.00		10,000.00	2230	6.109589	20,462.45
General Journal	10/01/2015	5	Robin Chiang & Company	Paid via RUP - Concept design re Santa Clara/R	6,666.67		16,666.67	2130	5.835616	12,652.14
General Journal	01/08/2016	6	Robin Chiang & Company	Paid via RUP - Concept design re Santa Clara/R	9,666.67		26,333.34	2031	5.564384	16,994.04
Total Robin Chiang & Company					26,333.34	0.00	26,333.34			
Total Architectural Design					220,271.39	0.00	220,271.39			
Civil Engineering										
Alta Survey										
Bill	04/10/2018	18040215	BKF Engineers (Santa Clar	Services Feb 1 to April 1 - Alta Survey	6,808.00		6,808.00	1208	3.309589	5,639.35
Bill	05/15/2018	18050661	BKF Engineers (Santa Clar	Services April 2 - April 29 - Alta Survey	4,425.20		11,233.20	1173	3.213699	3,525.36
Bill	06/13/2018	18060614	BKF Engineers (Santa Clar	Services Apr 30 to May 27 - Alta Survey	3,566.80		14,800.00	1144	3.134247	2,749.35
Total Alta Survey					14,800.00	0.00	14,800.00			
Hydrology services										
Bill	06/08/2019	81802 5-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	3,328.45		3,328.45	784	2.147945	1,595.56
Bill	07/08/2019	81802 6-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	4,328.05		7,656.50	754	2.065753	1,979.51
Bill	08/08/2019	81802 7-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	12,380.95		20,037.45	723	1.980822	5,385.39
Bill	09/08/2019	81802 8-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	2,247.25		22,284.70	692	1.89589	927.94
Bill	10/08/2019	81802 9-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	2,436.05		24,720.75	662	1.813699	954.71
Bill	12/12/2019	81802 11-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	4,695.25		29,416.00	597	1.635616	1,631.33
Bill	12/27/2019	12253	Infrastructure Engineering (	Nov 30 to Dec 27 - Design engineering services	22,777.15		52,193.15	582	1.594521	7,684.65
Bill	01/08/2020	81802 12-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	3,318.25		55,511.40	570	1.561644	1,093.00
Bill	01/31/2020	12311	Infrastructure Engineering (	Nov 30 to Dec 27 - Design engineering services	39,859.94		95,371.34	547	1.49863	12,524.23
Bill	02/29/2020	12393	Infrastructure Engineering (	Feb services - Design engineering services re w	13,503.28		108,874.62	518	1.419178	3,987.60
Bill	03/23/2020	12518	Infrastructure Engineering (	Mar services - Design engineering services re w	4,485.99		113,360.61	495	1.356164	1,258.36
Bill	04/24/2020	12622	Infrastructure Engineering (	Apr services - Design engineering services re we	28,099.42		141,460.03	463	1.268493	7,311.58
Bill	05/29/2020	12692	Infrastructure Engineering (	May services - Design engineering services re w	14,859.38		156,319.41	428	1.172603	3,541.93
Bill	07/26/2020	12762	Infrastructure Engineering (	June services - Design engineering services re v	1,781.58		158,100.99	370	1.013699	361.66
Bill	07/31/2020	12836	Infrastructure Engineering (	July services - Design engineering services re w	2,210.00		160,310.99	365	1	442.00
Bill	08/28/2020	12938	Infrastructure Engineering (	Aug services - Design engineering services re w	979.37		161,290.36	337	0.923288	179.55
Bill	10/30/2020	13100	Infrastructure Engineering (	Sept services - Design engineering services re w	399.68		161,690.04	274	0.750685	58.62
Total Hydrology services					161,690.04	0.00	161,690.04			
Structural										
Bill	12/01/2019	10031900158	KPFF Inc.	general pre-con consulting working with the Geot	300.00		300.00	608	1.665753	106.46
Bill	08/01/2020	335386	KPFF Inc.	Structural engineering services thru July - pre-de	1,200.00		1,500.00	364	0.99726	239.28
Bill	09/01/2020	340137	KPFF Inc.	Structural engineering services thru Aug - pre-de	500.00		2,000.00	333	0.912329	90.49
Total Structural					2,000.00	0.00	2,000.00			
Traffic Studies										
Bill	12/24/2019	Inv #1	CHS Consulting Group - Sa	500 Benton - Santa Clara TDM & Parking Ratio A	18,879.00		18,879.00	585	1.60274	6,407.34

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Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	01/10/2020	Invoice #3	CHS Consulting Group - Sa	Dec services - 500 Benton - Santa Clara TDM &	816.00		19,695.00	568	1.556164	267.70
Bill	02/11/2020	Inv #3	CHS Consulting Group - Sa	Jan services - 500 Benton - Santa Clara TDM &	4,379.00		24,074.00	536	1.468493	1,344.37
Bill	03/06/2020	#4	CHS Consulting Group - Sa	Feb services - 500 Benton - Santa Clara TDM &	4,704.00		28,778.00	512	1.40274	1,370.88
Bill	06/11/2020	Inv #5	CHS Consulting Group - Sa	March 1 to May 29, 2020 - revised TDM/Parking	3,241.00		32,019.00	415	1.136986	746.56
Bill	08/05/2020	#6	CHS Consulting Group - Sa	June 1 to July 31, 2020 - revised TDM/Parking S	2,362.00		34,381.00	360	0.986301	465.33
Total Traffic Studies					34,381.00	0.00	34,381.00			
Utilities Studies										
Bill	04/16/2018	18040523	BKF Engineers - Santa Cla	Feb 26 to April 1 services - Utility due diligence -	1,200.00		1,200.00	1202	3.293151	987.44
Bill	05/14/2018	18050484	BKF Engineers - Santa Cla	April 2 - 29 services - prelim utility exhibit + filing	3,397.20		4,597.20	1174	3.216438	2,709.45
Bill	06/04/2018	18060137	BKF Engineers - Santa Cla	April 30 to May 27 services - Utility due dilgenc	85.84		4,683.04	1153	3.158904	66.85
Bill	07/18/2018	18070572	BKF Engineers - Santa Cla	May 28 - Jul 1 services - Utility due dilgence rev	2,212.97		6,896.01	1109	3.038356	1,637.88
Bill	09/07/2018	18090568	BKF Engineers - Santa Cla	Jul 30 - Aug 26 services - Utility due dilgence re	300.00		7,196.01	1058	2.89863	208.91
Bill	10/04/2018	18100106	BKF Engineers - Santa Cla	Aug 27 - Sept 30 services - Utility due dilgence	800.00		7,996.01	1031	2.824658	538.91
Bill	11/05/2018	18110251	BKF Engineers - Santa Cla	Oct 1 to Oct 28 services - Utility due dilgence re	10,578.26		18,574.27	999	2.736986	6,845.11
Bill	02/13/2019	19020625	BKF Engineers - Santa Cla	Dec 31 to Jan 27 services - Schematic Design/E	11,000.00		29,574.27	899	2.463014	6,235.23
Bill	03/08/2019	19030391	BKF Engineers - Santa Cla	Jan 28 - Feb 24 services - Schematic Design/Er	3,182.50		32,756.77	876	2.4	1,747.01
Bill	04/15/2019	19040565	BKF Engineers - Santa Cla	Feb 24 services - March 31- Schematic Design	1,500.00		34,256.77	838	2.29589	779.73
Bill	05/10/2019	19050572	BKF Engineers - Santa Cla	Apr services Schematic Design (Civil Engineerir	3,122.35		37,379.12	813	2.227397	1,564.16
Bill	06/12/2019	19060931	BKF Engineers - Santa Cla	May services - Consultants - Todd Groundwater	3,524.52		40,903.64	780	2.136986	1,679.14
Bill	07/05/2019	19070087	BKF Engineers - Santa Cla	June services - Consultants - Schematic Desig	652.50		41,556.14	757	2.073973	299.86
Bill	10/14/2019	19100677	BKF Engineers - Santa Cla	Aug 26 - Sept 29 services - Consultants - Scher	1,100.00		42,656.14	656	1.79726	426.52
Bill	11/01/2019	19110068	BKF Engineers - Santa Cla	Sept 30 - Oct 27 services - Consultants - Scherr	1,252.00		43,908.14	638	1.747945	469.90
Bill	12/03/2019	19120583	BKF Engineers - Santa Cla	Oct 28 - Nov 24 services - Schematic Design	158.28		44,066.42	606	1.660274	55.95
Bill	01/13/2020	20010629	BKF Engineers - Santa Cla	Nov 25 - Dec 29 services - Site Plan - Joint Tre	16,412.76		60,479.18	565	1.547945	5,351.80
Bill	02/11/2020	20020674	BKF Engineers - Santa Cla	Dec 30 - Jan 26 services - Site Plan - Joint Tren	5,378.75		65,857.93	536	1.468493	1,651.30
Bill	03/03/2020	20030286	BKF Engineers - Santa Cla	Jan 27 - Feb 23 services - Site Plan redesign -	2,873.02		68,730.95	515	1.410959	842.85
Bill	04/10/2020	20040574	BKF Engineers - Santa Cla	Feb 24 - Mar 29 services - Site Plan redesign -	93.26		68,824.21	477	1.306849	25.09
Bill	05/05/2020	20050321	BKF Engineers - Santa Cla	Mar 30 - April 26 services - Site Plan redesign -	810.25		69,634.46	452	1.238356	205.24
Bill	06/05/2020	20060408	BKF Engineers - Santa Cla	April 27 - May 24 services - Site Plan redesign	2,199.35		71,833.81	421	1.153425	514.74
Bill	07/07/2020	200170476-10	BKF Engineers - Santa Cla	May 25 - June 28 services - Prelim Stormwater I	1,256.00		73,089.81	389	1.065753	269.38
Bill	09/04/2020	20090367	BKF Engineers - Santa Cla	July 27 - Aug 23 services - Prelim Stormwater M	1,500.00		74,589.81	330	0.90411	268.80
Bill	10/07/2020	20100412	BKF Engineers - Santa Cla	Aug 24 - Sept 27 services - Additions to Civil Bi	24,444.50		99,034.31	297	0.813699	3,909.27
Bill	11/23/2020	20120027	BKF Engineers - Santa Cla	Oct 26 - Nov 22 services - Utility Due Diligence	4,952.25		103,986.56	250	0.684932	658.70
Bill	01/04/2021	21010052	BKF Engineers - Santa Cla	Nov 23 - dec 27 services - Utility Due Diligence	6,721.50		110,708.06	208	0.569863	735.92
Bill	02/01/2021	21020209	BKF Engineers - Santa Cla	Dec 28 - 01/24 services - Utility Due Diligence -	2,917.25		113,625.31	180	0.493151	274.45
Total Utilities Studies					113,625.31	0.00	113,625.31			
Total Civil Engineering					326,496.35	0.00	326,496.35			
Environmental Study										
AllWest Environmental, Inc.										
Bill	03/26/2018	18035.20I	AllWest Environmental - Sa	Phase I - 500 Benton Street - Database search,	4,075.00		4,075.00	1223	3.350685	3,431.53
Bill	04/01/2018	18035.23I	AllWest Environmental - Sa	April services - soil sampling at 500 Benton St, (	4,468.75		8,543.75	1217	3.334247	3,738.47
Bill	04/16/2018	18035.23.1	AllWest Environmental - Sa	Subsurface Investigation; 500 Benton St, Santa	2,500.00		11,043.75	1202	3.293151	2,057.18
Bill	04/18/2018	18035.23 VTA1	AllWest Environmental - Sa	May 1- 15services - soil sampling at 500 Benton	4,783.05		15,826.80	1200	3.287671	3,927.12
Bill	04/18/2018	18035.23I2	AllWest Environmental - Sa	May 1- 15 services - Phase II soil sampling at 50	10,523.80		26,350.60	1200	3.287671	8,640.57
Bill	05/31/2018	18035.23.VTA.2	AllWest Environmental - Sa	May 16 - 31 services - Phase II soil sampling at	2,565.00		28,915.60	1157	3.169863	2,006.74
Bill	06/09/2018	204362	GPRS	part of the scope of work performed for the Phas	750.00		29,665.60	1148	3.145205	580.77
Bill	06/27/2018	18035.23I3	AllWest Environmental - Sa	May 16 - June 12services - Phase II soil samplin	2,203.23		31,868.83	1130	3.09589	1,671.10
Bill	06/27/2018	18035.23.VTA.3	AllWest Environmental - Sa	June 1 - 19 services - Phase II soil sampling at	6,530.32		38,399.15	1130	3.09589	4,953.09
Bill	06/30/2018	18035.23I4	AllWest Environmental - Sa	June 13 - June 29 services - Phase II soil sampli	1,918.75		40,317.90	1127	3.087671	1,450.27
Bill	06/30/2018	18035.23.VTA5	AllWest Environmental - Sa	June 20 - June 29 services - Phase II soil sampli	3,495.00		43,812.90	1127	3.087671	2,641.67
Bill	07/31/2018	18035.23I5	AllWest Environmental - Sa	July 1 - 29 services - Phase II soil sampling at 5	664.96		44,477.86	1096	3.00274	484.66

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	07/31/2019	19109.36I	AllWest Environmental - Sa	July 1 - 29 services - Phase II soils and GW tabl	886.25		45,364.11	731	2.00274	390.59
Bill	10/31/2019	19109.36I2	AllWest Environmental - Sa	Aug 1 - Oct 31 services - consulting services re	1,123.75		46,487.86	639	1.750685	422.54
Total AllWest Environmental, Inc.					46,487.86	0.00	46,487.86			
David J. Powers & Associates, I										
Bill	03/25/2019	SCU Mixed Use	David J. Powers & Associa	Deposit - CEQA - environmental review - Cost E	29,463.00		29,463.00	859	2.353425	15,787.57
Bill	05/30/2019	23746	David J. Powers & Associa	Thru 4/30/19 - Preparation of Administrative Drat	3,087.50		32,550.50	793	2.172603	1,500.64
Bill	06/26/2019	23832	David J. Powers & Associa	Thru 5/31/19 - Preparation of Administrative Drat	5,770.00		38,320.50	766	2.09863	2,689.56
Bill	07/24/2019	24031	David J. Powers & Associa	Thru 6/30/19 - Preparation of Administrative Drat	16,598.03		54,918.53	738	2.021918	7,398.84
Bill	08/22/2019	24151	David J. Powers & Associa	Thru 7/31/19 - Preparation of Administrative Drat	5,929.15		60,847.68	709	1.942466	2,519.73
Bill	09/25/2019	24182	David J. Powers & Associa	Thru 8/31/19 - Preparation of Administrative Drat	1,170.00		62,017.68	675	1.849315	469.14
Bill	10/29/2019	24402	David J. Powers & Associa	Thru 9/30/19 - Preparation of Administrative Drat	28,300.00		90,317.68	641	1.756164	10,679.99
Bill	11/20/2019	24531	David J. Powers & Associa	Thru 10/31/19 - Preparation of Administrative Dr	12,542.57		102,860.25	619	1.69589	4,544.56
Bill	12/24/2019	24632	David J. Powers & Associa	Thru 11/30/19 - Preparation of Administrative Dr	8,458.75		111,319.00	585	1.60274	2,870.81
Bill	01/30/2020	24778	David J. Powers & Associa	Thru 12/31/19 - Preparation of Administrative Dr	13,133.31		124,452.31	548	1.50137	4,135.19
Bill	02/25/2020	24889	David J. Powers & Associa	Thru 1/1/20 - Preparation of Administrative Draft	10,722.50		135,174.81	522	1.430137	3,194.19
Bill	02/25/2020	24889	David J. Powers & Associa	Prepayment applied		10,054.06	125,120.75	522	1.430137	(2,995.07)
Bill	03/23/2020	24948	David J. Powers & Associa	Thru 2/29 - Preparation of Administrative Draft In	475.00		125,595.75	495	1.356164	133.24
Bill	03/23/2020	24948	David J. Powers & Associa	Prepayment applied		475.00	125,120.75	495	1.356164	(1,083.24)
Bill	08/19/2020	25598	David J. Powers & Associa	Thru 7/31/20 - Preparation of Administrative Drat	353.70		125,474.45	346	0.947945	66.73
Bill	08/19/2020	25598	David J. Powers & Associa	Prepayment applied		353.70	125,120.75	346	0.947945	(774.13)
Bill	09/29/2020	25723	David J. Powers & Associa	Thru 8/31/20 - Project Management	1,888.12		127,008.87	305	0.835616	310.73
Bill	09/29/2020	25723	David J. Powers & Associa	Prepayment applied		1,888.12	125,120.75	305	0.835616	(4,086.97)
Bill	10/28/2020	25839	David J. Powers & Associa	Thru 9/30/20 - Preparation of Administrative Drat	828.75		125,949.50	276	0.756164	122.51
Bill	01/26/2021	26238	David J. Powers & Associa	Thru 1/26/21 - ongoing CEQA	475.00		126,424.50	186	0.509589	46.25
Bill	02/21/2021	26310	David J. Powers & Associa	Thru 2/24/21 - ongoing CEQA	3,336.50		129,761.00	160	0.438356	277.60
Total David J. Powers & Associates, I					142,531.88	12,770.88	129,761.00			
Total Environmental Study					189,019.74	12,770.88	176,248.86			
Geotechnical										
Miller Pacific Engineering										
Bill	06/05/2018	18773	Miller Pacific Engineering C	Mar 12 - June 3 - Phase I - Prelim Geotechnical I	6,500.00		6,500.00	1152	3.156164	5,056.40
Bill	10/25/2019	20970	Miller Pacific Engineering C	Jul 15 to Oct 13 - Geotechnical services - consul	3,025.00		9,525.00	645	1.767123	1,149.92
Bill	04/10/2020	21533	Miller Pacific - Santa Clara	Geotecnical investigation - subsurface exploratic	14,266.23		23,791.23	477	1.306849	3,838.30
Bill	07/24/2020	21792	Miller Pacific - Santa Clara	Geotecnical investigation - subsurface exploratic	13,836.00		37,627.23	372	1.019178	2,825.36
Total Miller Pacific Engineering					37,627.23	0.00	37,627.23			
Other										
Bill	04/10/2020	20200040101	Albion Environmental, Inc	Archaeological & Native American oversight for (	2,579.04		2,579.04	477	1.306849	693.88
Total Other					2,579.04	0.00	2,579.04			
Total Geotechnical					40,206.27	0.00	40,206.27			
Mechanical Engineering										
Integral Group										
Bill	04/09/2020	15880	Integral Group	Services thru March 31 - MEP services	7,197.00		7,197.00	478	1.309589	1,940.90
Bill	05/07/2020	16052	Integral Group	Services thru April 30 - MEP services	1,297.50		8,494.50	450	1.232877	327.03
Bill	06/08/2020	16201	Integral Group	Services thru May 31 - MEP services	5,755.00		14,249.50	418	1.145205	1,336.27
Bill	07/10/2020	1295	Integral Group	Services thru June 30 - MEP services	1,295.00		15,544.50	386	1.057534	275.39
Bill	08/10/2020	16469	Integral Group	Services thru July 31 - MEP services re entitlem	600.00		16,144.50	355	0.972603	116.41
Total Integral Group					16,144.50	0.00	16,144.50			
Total Mechanical Engineering					16,144.50	0.00	16,144.50			
Total 03000 - Arch. & Engineering					792,138.25	12,770.88	779,367.37			
03500 - Permits & Fees										
City Staff Reimbursement										
General Journal	01/18/2018	241		To record ENA deposit required by City of Santa	25,000.00		25,000.00	1290	3.534247	22,619.63

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	07/31/2018	260		To record cashier's check re funding of ENA dep	25,000.00		50,000.00	1096	3.00274	18,221.58
Total City Staff Reimbursement					50,000.00	0.00	50,000.00			
Permits & Fees										
Bill	02/21/2019	Filing Fees	City of Santa Clara	Santa Clara Planning Application Filing Fees	109,164.81		109,164.81	891	2.441096	61,196.78
Total Permits & Fees					109,164.81	0.00	109,164.81			
Total 03500 - Permits & Fees					159,164.81	0.00	159,164.81			
04000 - Legal Costs										
Acquisition										
Cox Castle Nicholson										
Bill	01/26/2018	462730	Cox Castle - Santa Clara -	Dec correspondence - conference with BM to dis	168.75		168.75	1282	3.512329	151.40
Bill	02/22/2018	464069	Cox Castle - Santa Clara -	Dec/Jan correspondence - review project docs/ci	27,986.25		28,155.00	1255	3.438356	24,397.67
Bill	02/22/2018	464070	Cox Castle - Santa Clara 0	Jan services - review title docs - prepare title me	1,968.75		30,123.75	1255	3.438356	1,716.30
Bill	03/20/2018	465393	Cox Castle - Santa Clara -	Feb correspondence - review city dev impact fee	9,189.59		39,313.34	1229	3.367123	7,789.29
Bill	03/20/2018	465394	Cox Castle - Santa Clara 0	Feb services - review title docs - contiinue title m	1,618.75		40,932.09	1229	3.367123	1,372.09
Bill	04/11/2018	466260	Cox Castle - Santa Clara 0	Mar services - review title docs - draft title object	5,425.00		46,357.09	1207	3.306849	4,488.80
Bill	04/11/2018	466259	Cox Castle - Santa Clara -	Mar correspondence - review student housing le	6,351.25		52,708.34	1207	3.306849	5,255.21
Bill	05/10/2018	467960	Cox Castle - Santa Clara 0	Apr services - finalize title objection letters - dele	1,453.74		54,162.08	1178	3.227397	1,164.66
Bill	05/10/2018	467959	Cox Castle - Santa Clara -	Apr correspondence - review student housing le	386.25		54,548.33	1178	3.227397	309.44
Bill	06/19/2018	469326	Cox Castle - Santa Clara 0	May services - review survey & title issues	1,837.50		56,385.83	1138	3.117808	1,406.64
Bill	07/20/2018	471160	Cox Castle - Santa Clara 0	June services - review survey & title issues - dra	5,968.58		62,354.41	1107	3.032877	4,407.13
Bill	08/15/2018	472478	Cox Castle - Santa Clara 0	July services - review survey & title issues - corr	3,751.90		66,106.31	1081	2.961644	2,686.20
Bill	09/18/2018	474229	Cox Castle - Santa Clara 0	Review water & sewer line revisions to survey, re	412.50		66,518.81	1047	2.868493	283.41
Bill	09/18/2018	474228	Cox Castle - Santa Clara -	Aug correspondence - review application form ar	643.75		67,162.56	1047	2.868493	442.30
Bill	10/18/2018	476201	Cox Castle - Santa Clara 0	Review survey & Title - work on DDA worksheet	7,162.50		74,325.06	1017	2.786301	4,741.35
Bill	11/20/2018	477965	Cox Castle - Santa Clara -	Oct correspondence - discuss DDA items, call to	435.00		74,760.06	984	2.69589	276.14
Bill	11/20/2018	476200	Cox Castle - Santa Clara -	Sept correspondence - missing invoice	1,966.25		76,726.31	984	2.69589	1,248.17
Bill	11/20/2018	477966	Cox Castle - Santa Clara 0	Oct services - review survey & Title - work on DD	15,762.50		92,488.81	984	2.69589	10,006.00
Bill	12/11/2018	479008	Cox Castle - Santa Clara -	Nov correspondence - review new zoning district	257.50		92,746.31	963	2.638356	159.07
Bill	01/10/2019	480435	Cox Castle - Santa Clara -	Dec correspondence - review revised developme	950.00		93,696.31	933	2.556164	563.99
Bill	01/10/2019	480436	Cox Castle - Santa Clara 0	Nov/Dec services - work on DDA Term sheet	12,253.75		105,950.06	933	2.556164	7,274.77
Bill	02/15/2019	482008	Cox Castle - Santa Clara -	Jan correspondence - review parcel diagram/res	1,008.75		106,958.81	897	2.457534	570.22
Bill	02/19/2019	482108	Cox Castle - Santa Clara 0	Jan services - work on DDA Term sheet	11,506.25		118,465.06	893	2.446575	6,468.24
Bill	03/21/2019	483711	Cox Castle - Santa Clara -	Feb correspondence - review & analyze required	2,337.50		120,802.56	863	2.364384	1,259.72
Bill	03/21/2019	483712	Cox Castle - Santa Clara 0	Jan services - work on DDA Term sheet/Lease T	8,463.75		129,266.31	863	2.364384	4,561.25
Bill	04/19/2019	485397	Cox Castle - Santa Clara -	Mar correspondence - review planning applicatio	1,010.00		130,276.31	834	2.284932	521.95
Bill	04/19/2019	485537	Cox Castle - Santa Clara 0	Mar services - title review/title objections - work c	9,427.47		139,703.78	834	2.284932	4,871.97
Bill	05/23/2019	487323	Cox Castle - Santa Clara -	Apr correspondence - worrk on environmrntal CE	6,161.25		145,865.03	800	2.191781	3,026.66
Bill	05/23/2019	487324	Cox Castle - Santa Clara 0	Apr services - title review/title objections - work c	5,265.00		151,130.03	800	2.191781	2,586.39
Bill	06/16/2019	488382	Cox Castle - Santa Clara -	May correspondence - research density bonus/p	3,256.25		154,386.28	776	2.126027	1,541.74
Bill	06/16/2019	488383	Cox Castle - Santa Clara 0	May services - lot tie issues/well relocation	1,755.00		156,141.28	776	2.126027	830.94
Bill	07/23/2019	490357	Cox Castle - Santa Clara -	June correspondence - various - CEDA,GPA & l	846.41		156,987.69	739	2.024658	377.91
Bill	07/23/2019	490358	Cox Castle - Santa Clara 0	June services - review new changes to project re	438.75		157,426.44	739	2.024658	195.90
Bill	08/15/2019	491492	Cox Castle - Santa Clara -	July correspondence - various - bonus density/e	9,953.75		167,380.19	716	1.961644	4,279.76
Bill	08/15/2019	491493	Cox Castle - Santa Clara 0	July services - review changes to entitlement dis	1,205.00		168,585.19	716	1.961644	518.11
Bill	09/19/2019	493197	Cox Castle - Santa Clara -	Aug correspondence - various - review City plan	20,296.22		188,881.41	681	1.865753	8,223.67
Bill	09/30/2019	493854	Cox Castle - Santa Clara 0	Aug services - work on DDA Term sheet/second	23,550.66		212,432.07	670	1.835616	9,360.98
Bill	10/15/2019	494492	Cox Castle - Santa Clara -	Sept correspondence - various - telephone confe	5,243.36		217,675.43	655	1.794521	2,029.45
Bill	10/16/2019	494711	Cox Castle - Santa Clara 0	Sep services - work on DDA Term sheet/affordat	23,514.58		241,190.01	654	1.791781	9,085.05
Bill	11/19/2019	496151	Cox Castle - Santa Clara -	Oct correspondence - call with TMO re affordable	1,117.50		242,307.51	620	1.69863	405.67
Bill	11/19/2019	496152	Cox Castle - Santa Clara 0	Oct services - work on DDA Term sheet/affordab	5,350.84		247,658.35	620	1.69863	1,942.42
Bill	01/22/2020	499928	Cox Castle - Santa Clara 0	Dec services - work on Surplus Land Act/afforda	18,633.75		266,292.10	556	1.523288	5,965.17

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	01/22/2020	499927	Cox Castle - Santa Clara -	Dec correspondence - draft TDM measures/term	7,756.25		274,048.35	556	1.523288	2,482.99
Bill	02/13/2020	500744	Cox Castle (redwood - land	Jan services - surplus land act analysis	760.00		274,808.35	534	1.463014	232.33
Bill	02/21/2020	501170	Cox Castle - Santa Clara -	Jan correspondence - research Surplus Land Ac	13,081.25		287,889.60	526	1.441096	3,930.81
Bill	02/29/2020	501929	Cox Castle - Santa Clara 0.	Jan services - work on Surplus Land Act/affordal	22,005.03		309,894.63	518	1.419178	6,498.21
Bill	03/19/2020	502729	Cox Castle - Santa Clara -	Feb correspondence - research Surplus Land Ac	11,636.22		321,530.85	499	1.367123	3,293.87
Bill	03/19/2020	502730	Cox Castle - Santa Clara 0.	Feb services - work on Surplus Land Act/affordal	8,321.59		329,852.44	499	1.367123	2,355.60
Bill	04/09/2020	503937	Cox Castle - Santa Clara 0.	Mar services - work on Surplus Land Act/affordal	9,840.00		339,692.44	478	1.309589	2,653.67
Bill	04/09/2020	503936	Cox Castle - Santa Clara -	Mar correspondence - research Surplus Land Ac	11,065.00		350,757.44	478	1.309589	2,984.03
Bill	05/08/2020	505543	Cox Castle - Santa Clara -	April correspondence - re Surplus Land Act/City	9,998.75		360,756.19	449	1.230137	2,513.91
Bill	05/08/2020	505544	Cox Castle - Santa Clara 0.	Apr services - work on Surplus Land Act/affordat	6,150.00		366,906.19	449	1.230137	1,546.25
Bill	06/08/2020	507071	Cox Castle - Santa Clara 0.	May services - work on Surplus Land Act/VTA cc	5,535.00		372,441.19	418	1.145205	1,285.19
Bill	06/08/2020	507070	Cox Castle - Santa Clara -	May correspondence - re school fees - student h	8,895.00		381,336.19	418	1.145205	2,065.36
Bill	07/31/2020	509899	Cox Castle - Santa Clara 0.	June services - work on Surplus Land Act/VTA c	13,838.74		395,174.93	365	1	2,767.75
Bill	07/31/2020	509898	Cox Castle - Santa Clara -	June correspondence - DDA Term sheet/SLA/G	14,805.00		409,979.93	365	1	2,961.00
Bill	08/14/2020	510495	Cox Castle - Santa Clara -	July correspondence - DDA Term sheet/SLA/GF	8,643.75		418,623.68	351	0.961644	1,656.47
Bill	08/14/2020	510496	Cox Castle - Santa Clara 0.	July services - work on Surplus Land Act/VTA cc	49,191.31		467,814.99	351	0.961644	9,426.90
Bill	09/28/2020	512748	Cox Castle - Santa Clara 0.	August services - work on Surplus Land Act/VTA	15,388.75		483,203.74	306	0.838356	2,541.46
Bill	09/28/2020	512747	Cox Castle - Santa Clara -	August correspondence - VTA LSA Indemnity/r	2,722.50		485,926.24	306	0.838356	449.62
Bill	10/09/2020	513400	Cox Castle - Santa Clara -	Sept correspondence - review parking + density	9,422.50		495,348.74	295	0.808219	1,495.97
Bill	10/27/2020	514188	Cox Castle - Santa Clara 0.	Sept services - work on Surplus Land Act/VTA c	1,230.00		496,578.74	277	0.758904	182.52
Bill	11/13/2020	515235	Cox Castle - Santa Clara -	Oct correspondence - legislative Counsel opinic	3,515.00		500,093.74	260	0.712329	487.47
Bill	11/13/2020	515236	Cox Castle - Santa Clara 0.	Oct services - correspondence re ENA contuatio	307.50		500,401.24	260	0.712329	42.65
Bill	12/10/2020	516893	Cox Castle - Santa Clara -	Nov correspondence - legislative Counsel opinic	798.75		501,199.99	233	0.638356	98.59
Bill	01/26/2021	5188851	Cox Castle - Santa Clara -	Dec correspondence - legislative Counsel opinic	2,042.50		503,242.49	186	0.509589	198.86
Bill	02/11/2021	519710	Cox Castle - Santa Clara -	Jan correspondence - calls re potential amendm	453.75		503,696.24	170	0.465753	40.21
Bill	03/09/2021	521010	Cox Castle - Santa Clara -	Feb correspondence - re economic opportunity la	4,727.50		508,423.74	144	0.394521	352.58
Bill	04/16/2021	522915	Cox Castle - Santa Clara -	Mar correspondence - re economic opportunity la	7,633.75		516,057.49	106	0.290411	415.09
Bill	05/10/2021	524354	Cox Castle - Santa Clara -	Apr correspondence - re Surplus Land Act	5,451.25		521,508.74	82	0.224658	227.92
Bill	06/15/2021	526322	Cox Castle - Santa Clara -	May correspondence - re Surplus Land Act/ENA/	8,925.00		530,433.74	46	0.126027	207.45
Bill	07/15/2021	527918	Cox Castle - Santa Clara -	June correspondence - re Surplus Land Act/ENA	10,957.50		541,391.24	16	0.043836	87.93
Total Cox Castle Nicholson					541,391.24	0.00	541,391.24			
Glazer Hongiman Ellick										
General Journal	10/19/2016	8	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Aug/Sept correspoi	2,205.00		2,205.00	1746	4.783562	3,069.45
General Journal	12/08/2016	9	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Oct/Nov correspon	1,890.00		4,095.00	1696	4.646575	2,519.44
General Journal	02/08/2017	10	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Dec correspondenc	787.50		4,882.50	1634	4.476712	993.74
General Journal	05/09/2017	11	Glazer Ellick (Santa Clara l	Paid via RUP - March services - correspondence	4,796.00		9,678.50	1544	4.230137	5,575.14
General Journal	06/27/2017	12	Glazer Ellick (Santa Clara l	Paid via RUP - May services - correspondence r	3,433.50		13,112.00	1495	4.09589	3,811.77
General Journal	08/08/2017	13	Glazer Ellick (Santa Clara l	Paid via RUP - June/July services - corresponde	11,663.00		24,775.00	1453	3.980822	12,436.98
Bill	10/05/2017	12406	Glazer Ellick (Santa Clara l	Santa Clara - Aug correspondence/ENA issues	2,779.50		27,554.50	1395	3.821918	2,799.94
Bill	11/21/2017	12473	Glazer Ellick (Santa Clara l	Santa Clara - Oct correspondence with DeRiggi/I	763.00		28,317.50	1348	3.693151	733.07
Bill	02/16/2018	12662	Glazer Ellick (Santa Clara l	Santa Clara - Dec/Jan various re financing/entitle	4,397.50		32,715.00	1261	3.454795	3,858.33
Bill	04/16/2018	12721	Glazer Ellick (Santa Clara l	Santa Clara - Feb/Mar various re ENA & DDA	2,260.00		34,975.00	1202	3.293151	1,859.69
Bill	06/08/2018	12772	Glazer Ellick (Santa Clara l	Santa Clara - Apr correspondence with RLK/DeR	339.00		35,314.00	1149	3.147945	262.81
Bill	07/26/2018	12830	Glazer Ellick (Santa Clara l	Santa Clara - June correspondence with RLK/BM	452.00		35,766.00	1101	3.016438	331.40
Bill	08/03/2018	12879	Glazer Ellick (Santa Clara l	Santa Clara - July correspondence with RLK - Re	565.00		36,331.00	1093	2.994521	410.35
Bill	11/06/2018	12977	Glazer Ellick (Santa Clara l	Santa Clara - Aug/Sep correspondence with RLK	2,930.50		39,261.50	998	2.734247	1,893.89
Bill	12/18/2018	13093	Glazer Ellick (Santa Clara l	Santa Clara - Nov correspondence re DDA + Gro	4,181.00		43,442.50	956	2.619178	2,559.16
Bill	01/16/2019	13136	Glazer Ellick (Santa Clara l	Dec correspondence - review revised LOI re DD/	1,243.00		44,685.50	927	2.539726	732.01
Bill	03/14/2019	13181	Glazer Ellick (Santa Clara l	Jan/Feb correspondence - review revised LOI re	9,945.00		54,630.50	870	2.383562	5,413.12
Bill	05/08/2019	13294	Glazer Ellick (Santa Clara l	Mar correspondence - work on DDA LOI - title ob	8,775.00		63,405.50	815	2.232877	4,409.06
Bill	06/13/2019	13329	Glazer Ellick (Santa Clara l	May correspondence - City/VTA issues - status	2,164.50		65,570.00	779	2.134247	1,029.61

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	07/17/2019	13386	Glazer Ellick (Santa Clara l	June correspondence - pre-construction service	2,047.50		67,617.50	745	2.041096	923.07
Bill	09/17/2019	13500	Glazer Ellick (Santa Clara l	July/Aug correspondence - ENA issues/TMO str	10,254.50		77,872.00	683	1.871233	4,169.34
Bill	11/14/2019	13563	Glazer Ellick (Santa Clara l	Sept/Oct services - TMO LOI/TMO structuring/v	16,497.00		94,369.00	625	1.712329	6,044.84
Bill	02/12/2020	13718	Glazer Ellick (Santa Clara l	Dec/Jan services - SLA/DDA issues/various cor	15,794.00		110,163.00	535	1.465753	4,838.52
Bill	04/15/2020	13768	Glazer Ellick (Santa Clara l	Feb/Mar services - SLA/LOI issues/various corr	24,428.00		134,591.00	472	1.293151	6,494.97
Bill	05/20/2020	13826	Glazer Ellick (Santa Clara l	Apr services - VTA/CEQA/LOI issues/various cc	3,286.00		137,877.00	437	1.19726	801.60
Bill	06/29/2020	13861	Glazer Ellick (Santa Clara l	May services - VTA//TMO issues/various corres	6,572.00		144,449.00	397	1.087671	1,441.47
Bill	07/27/2020	13905	Glazer Ellick (Santa Clara l	June services - DDA Term Shee - SLA/TMO iss	12,710.00		157,159.00	369	1.010959	2,572.50
Bill	09/14/2020	13990	Glazer Ellick (Santa Clara l	July/Aug services - correspondence re LOI/TMC	29,202.00		186,361.00	320	0.876712	5,061.50
Bill	10/15/2020	14036	Glazer Ellick (Santa Clara l	Sept services - correspondence re LOI/TMO cor	2,666.00		189,027.00	289	0.791781	414.03
Bill	12/07/2020	14062	Glazer Ellick (Santa Clara l	Oct/Nov services - correspondence re VTA ENA	2,914.00		191,941.00	236	0.646575	364.58
Bill	02/05/2021	14214	Glazer Ellick (Santa Clara l	Jan services - correspondence re SLA issues	682.00		192,623.00	176	0.482192	62.67
Total Glazer Hongiman Ellick					192,623.00	0.00	192,623.00			
Mezzetti Law Firm, Inc.										
General Journal	03/02/2017	16	Mezzetti Law Firm, Inc.	Paid via RUP - Legal retainer to assist on ENA w	2,500.00		2,500.00	1612	4.416438	3,092.93
General Journal	04/01/2017	17	Mezzetti Law Firm, Inc.	Paid via RUP - Feb/Mar times on ENA with City (	3,160.00		5,660.00	1582	4.334247	3,804.31
General Journal	04/01/2017	18	Mezzetti Law Firm, Inc.	Paid via RUP - Less Legal retainer to assist on E		2,000.00	3,660.00	1582	4.334247	(6,407.79)
General Journal	05/01/2017	19	Mezzetti Law Firm, Inc.	Paid via RUP - April time - work on MOU	1,802.25		5,462.25	1552	4.252055	2,110.64
General Journal	06/01/2017	20	Mezzetti Law Firm, Inc.	Paid via RUP - May time - work on MOU	2,105.00		7,567.25	1521	4.167123	2,394.98
Bill	07/01/2017	6200	Mezzetti Law Firm, Inc.	May/June - work on ENA - various meetings	1,591.25		9,158.50	1491	4.084932	1,759.86
General Journal	09/04/2017	21	Mezzetti Law Firm, Inc.	Paid via RUP - July/Aug time - work on MOU/Imp	4,323.00		13,481.50	1426	3.906849	4,490.22
Bill	10/01/2017	6277	Mezzetti Law Firm, Inc.	Sept - various meetings, review minutes/agenda:	731.50		14,213.00	1399	3.832877	739.82
Bill	11/01/2017	6295	Mezzetti Law Firm, Inc.	Oct - various meetings, telephone conversations	1,507.00		15,720.00	1368	3.747945	1,477.56
Bill	12/01/2017	6321	Mezzetti Law Firm, Inc.	Nov - various meetings, telephone conversations	1,720.00		17,440.00	1338	3.665753	1,635.73
Bill	01/01/2018	6334	Mezzetti Law Firm, Inc.	Dec - various meetings, telephone conversations	4,123.00		21,563.00	1307	3.580822	3,797.40
Bill	02/01/2018	6353	Mezzetti Law Firm, Inc.	Jan - various meetings - VTA, City of Santa Clar	4,230.00		25,793.00	1276	3.49589	3,771.09
Bill	03/01/2018	6368	Mezzetti Law Firm, Inc.	Feb - various meetings - VTA, City of Santa Clar	1,100.00		26,893.00	1248	3.419178	951.76
Bill	04/01/2018	6386	Mezzetti Law Firm, Inc.	Mar - various meetings Bob/Kevin/Adam/Scott	1,826.00		28,719.00	1217	3.334247	1,527.59
Bill	05/01/2018	6404	Mezzetti Law Firm, Inc.	Apr - various meetings re site & entitlement issue	3,932.50		32,651.50	1187	3.252055	3,182.43
Bill	07/01/2018	6444	Mezzetti Law Firm, Inc.	May- various TCs with BM	275.00		32,926.50	1126	3.084932	207.62
Bill	08/01/2018	6474	Mezzetti Law Firm, Inc.	July- various TCs with BM/Lisa/Ruth	775.50		33,702.00	1095	3	564.56
Bill	09/01/2018	6499	Mezzetti Law Firm, Inc.	Aug - various TCs with BM/Lisa/Ruth re VTA con	2,718.00		36,420.00	1064	2.915068	1,906.54
Bill	10/01/2018	6505	Mezzetti Law Firm, Inc.	Sept - various TCs with BM/Scott/Mayor re strate	2,536.50		38,956.50	1034	2.832877	1,715.03
Bill	11/01/2018	6524	Mezzetti Law Firm, Inc.	Oct - various TCs with BM/Scott/Mayor re ENA -	4,388.00		43,344.50	1003	2.747945	2,853.90
Bill	12/01/2018	6544	Mezzetti Law Firm, Inc.	Nov - prep for city hall meeting - continuing ENA	2,895.50		46,240.00	973	2.665753	1,812.12
Bill	01/02/2019	6561	Mezzetti Law Firm, Inc.	Dec- finalize ENA extension - meet with City/VTA	5,687.10		51,927.10	941	2.578082	3,412.59
Bill	02/01/2019	6569	Mezzetti Law Firm, Inc.	Jan - finalize ENA extension/Amendment #1- Cit	3,977.50		55,904.60	911	2.49589	2,292.07
Bill	03/01/2019	6594	Mezzetti Law Firm, Inc.	Feb - various re ENA extension/VTA - emails wit	3,107.50		59,012.10	883	2.419178	1,722.70
Bill	04/01/2019	6612	Mezzetti Law Firm, Inc.	Mar - various re strategy/project development ca	7,792.00		66,804.10	852	2.334247	4,133.52
Bill	05/01/2019	6629	Mezzetti Law Firm, Inc.	Apr - various emails re union strategy/well locatic	1,986.50		68,790.60	822	2.252055	1,008.58
Bill	06/01/2019	6678	Mezzetti Law Firm, Inc.	Apr - various emails/hearings/TCs re VTA - City (	8,787.50		77,578.10	791	2.167123	4,258.00
Bill	07/01/2019	6711	Mezzetti Law Firm, Inc.	June srvices - work on resolution - meetings with	5,862.25		83,440.35	761	2.084932	2,711.12
Bill	08/01/2019	6745	Mezzetti Law Firm, Inc.	July services - work on ENA extension/meetings	7,639.80		91,080.15	730	2	3,361.51
Bill	09/01/2019	6765	Mezzetti Law Firm, Inc.	Aug services - work on ENA & strategy, research	3,267.25		94,347.40	699	1.915068	1,365.30
Bill	10/01/2019	6772	Mezzetti Law Firm, Inc.	Sep services - work on ENA /affordable housing	3,426.50		97,773.90	669	1.832877	1,359.58
Bill	11/01/2019	6787	Mezzetti Law Firm, Inc.	Ocvt services - work on ENA /affordable housing	1,232.00		99,005.90	638	1.747945	462.40
Bill	12/01/2019	6805	Mezzetti Law Firm, Inc.	Nov services - work on ENA - prep & attend City	7,942.00		106,947.90	608	1.665753	2,818.35
Bill	01/01/2020	6838	Mezzetti Law Firm, Inc.	Dec services - work on ENA - research Surplus	7,679.75		114,627.65	577	1.580822	2,565.40
Bill	02/01/2020	6858	Mezzetti Law Firm, Inc.	Jan services - work on ENA - research Surplus I	6,157.00		120,784.65	546	1.49589	1,930.52
Bill	03/01/2020	6881	Mezzetti Law Firm, Inc.	Feb services - work on ENA /term sheets - resea	4,622.00		125,406.65	517	1.416438	1,361.91
Bill	04/01/2020	6902	Mezzetti Law Firm, Inc.	Mar services - work on ENA /term sheets - resea	13,926.00		139,332.65	486	1.331507	3,826.39

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	05/01/2020	6908	Mezzetti Law Firm, Inc.	Apr services - work on Surplus Land Requiremer	7,957.00		147,289.65	456	1.249315	2,035.44
Bill	06/02/2020	6928	Mezzetti Law Firm, Inc.	May services - work on Term sheet/CEQA,SLA -	7,145.50		154,435.15	424	1.161644	1,685.56
Bill	07/01/2020	6941	Mezzetti Law Firm, Inc.	June services - work on Term sheet/CEQA,SLA -	20,150.00		174,585.15	395	1.082192	4,395.07
Bill	08/01/2020	6954	Mezzetti Law Firm, Inc.	July services - work on Term sheet/CEQA,SLA/C	14,831.75		189,416.90	364	0.99726	2,957.46
Bill	09/01/2020	6965	Mezzetti Law Firm, Inc.	August services - work on Term sheet - attend V	8,923.50		198,340.40	333	0.912329	1,614.90
Bill	10/01/2020	6984	Mezzetti Law Firm, Inc.	Sept services - follow up with City, GPA- researc	5,245.50		203,585.90	303	0.830137	857.15
Bill	11/01/2020	6994	Mezzetti Law Firm, Inc.	Oct services - follow up with City, GPA- research	9,042.50		212,628.40	272	0.745205	1,315.95
Bill	12/01/2020	7004	Mezzetti Law Firm, Inc.	Nov services - follow up re status/strategy	500.50		213,128.90	242	0.663014	64.31
Bill	12/31/2020	7016	Mezzetti Law Firm, Inc.	Dec services - follow up re status/strategy/counc	2,902.75		216,031.65	212	0.580822	324.26
Bill	02/01/2021	7029	Mezzetti Law Firm, Inc.	Jan services - follow up re status/strategy/with B	3,816.50		219,848.15	180	0.493151	359.05
Bill	03/01/2021	7042	Mezzetti Law Firm, Inc.	Feb services - various calls re status/EOA amen	1,161.50		221,009.65	152	0.416438	91.62
Bill	03/31/2021	7042-A	Mezzetti Law Firm, Inc.	Feb services - various calls re status/EOA amen	1,100.00		222,109.65	122	0.334247	69.12
Bill	04/01/2021	7068	Mezzetti Law Firm, Inc.	Mar services - prep/calls re City amendment to E	3,089.00		225,198.65	121	0.331507	192.46
Bill	05/01/2021	7085	Mezzetti Law Firm, Inc.	April services - prep/calls re Surplus Land Act	7,220.75		232,419.40	91	0.249315	335.80
Bill	06/01/2021	7104	Mezzetti Law Firm, Inc.	May services - prep/calls re Surplus Land Act	4,137.00		236,556.40	60	0.164384	125.87
Bill	07/01/2021	7123	Mezzetti Law Firm, Inc.	June services - prep/calls - public support	16,575.50		253,131.90	30	0.082192	250.26
Total Mezzetti Law Firm, Inc.					255,131.90	2,000.00	253,131.90			
Other Legal										
Bill	02/04/2020	2239.01	Matteoni, O'Laughlin & Hec	Jan services - work on resolving the Surplus Lar	2,910.00		2,910.00	543	1.487671	906.71
Bill	02/21/2020	636206	Berliner Cohen LLP	Jan services re Suplus Land Act Research	13,798.60		16,708.60	526	1.441096	4,146.37
Bill	03/25/2020	638499	Berliner Cohen LLP	Feb services re Suplus Land Act Research	2,215.90		18,924.50	493	1.350685	618.75
Bill	04/22/2020	640511	Berliner Cohen LLP	March services re Suplus Land Act Research	1,305.00		20,229.50	465	1.273973	341.21
Bill	05/19/2020	641922	Berliner Cohen LLP	April services re Suplus Land Act Research	1,215.00		21,444.50	438	1.2	297.15
Bill	06/02/2020	File 2239.01	Matteoni, O'Laughlin & Hec	Balance c/f - work on resolving the Surplus Lanc	100.00		21,544.50	424	1.161644	23.59
Bill	07/10/2020	645014	Berliner Cohen LLP	June services re Suplus Land Act Research	2,070.00		23,614.50	386	1.057534	440.19
Bill	08/17/2020	646835	Berliner Cohen LLP	July services re Suplus Land Act Research	945.00		24,559.50	348	0.953425	179.41
Bill	09/08/2020	648394	Berliner Cohen LLP	Aug services re CEQA + possible EIR required d	90.00		24,649.50	326	0.893151	15.92
Bill	10/19/2020	651207	Berliner Cohen LLP	Sep services re follow up re CEQA + EIR	225.00		24,874.50	285	0.780822	34.42
Bill	11/11/2020	652416	Berliner Cohen LLP	Sep services re follow up re CEQA + EIR	1,890.00		26,764.50	262	0.717808	264.26
Bill	01/19/2021	656779	Berliner Cohen LLP	Dec services - strategy to get ENA extended	900.00		27,664.50	193	0.528767	91.09
Bill	02/21/2021	658290	Berliner Cohen LLP	Jan services - correspondence re ENA	141.00		27,805.50	160	0.438356	11.73
Bill	03/17/2021	660999	Berliner Cohen LLP	Feb services - correspondence with City Attorne	705.00		28,510.50	136	0.372603	49.56
Bill	04/22/2021	662917	Berliner Cohen LLP	Mar services - correspondence re Surplus Land	4,136.00		32,646.50	100	0.273973	211.84
Bill	05/20/2021	665047	Berliner Cohen LLP	April services - correspondence re Surplus Lanc	4,042.00		36,688.50	72	0.19726	148.02
Bill	06/24/2021	668019	Berliner Cohen LLP	MAyservices - correspondence re ENA/Econom	1,410.00		38,098.50	37	0.10137	26.30
Bill	07/14/2021	669136	Berliner Cohen LLP	June services - correspondence re SLA/revolvir	423.00		38,521.50	17	0.046575	3.61
Total Other Legal					38,521.50	0.00	38,521.50			
Total Acquisition					1,027,667.64	2,000.00	1,025,667.64			
Total 04000 - Legal Costs					1,027,667.64	2,000.00	1,025,667.64			
05000 - Marketing & Relations										
Community & Govt Relations										
Cunneen Company										
Bill	01/15/2019	Jan 15 - Feb 15	Cunneen Company	Jan 15 - Feb 15 retainer ($2k month - $150k afte	2,000.00		2,000.00	928	2.542466	1,179.40
Bill	02/15/2019	Feb 15 - Mar 15	Cunneen Company	Feb 15 - Mar 15 retainer ($2k month - $150k afte	2,000.00		4,000.00	897	2.457534	1,130.55
Bill	03/27/2019	Mar 15 - Apr 15	Cunneen Company	Mar 15 - Apr 15 retainer ($2k month - $150k afte	2,000.00		6,000.00	857	2.347945	1,068.62
Bill	04/25/2019	Apr 15 - May 15	Cunneen Company	Apr 15 - May 15 retainer ($2k month - $150k aft	2,000.00		8,000.00	828	2.268493	1,024.49
Bill	07/19/2019	May 15 - June 15	Cunneen Company	May 15 - June 15 retainer ($2k month - $150k at	2,000.00		10,000.00	743	2.035616	898.76
Bill	07/19/2019	June 15 - July 15	Cunneen Company	June 15 - July 15 retainer ($2k month - $150k af	2,000.00		12,000.00	743	2.035616	898.76
Bill	08/15/2019	July 15 - Aug 15	Cunneen Company	July 15 - Aug 15 retainer ($2k month - $150k aft	2,000.00		14,000.00	716	1.961644	859.93
Bill	09/27/2019	Sep 15 - Oct 15	Cunneen Company	Sep 15 - Oct 15 retainer ($2k month - $150k afte	2,000.00		16,000.00	673	1.843836	799.16
Bill	11/22/2019	Oct 15 - Nov 15	Cunneen Company	Oct 15 - Nov 15 retainer ($2k month - $150k afte	2,000.00		18,000.00	617	1.690411	721.94

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	02/03/2020	Nov 15 - Dec 15	Cunneen Company	Nov 15 - Dec 15 retainer ($2k month - $150k afte	2,000.00		20,000.00	544	1.490411	624.48
Bill	02/03/2020	Dec 15 - Jan 15	Cunneen Company	Dec 15 - Jan 15 retainer ($2k month - $150k afte	2,000.00		22,000.00	544	1.490411	624.48
Bill	02/03/2020	Jan 15 - Feb 15	Cunneen Company	Jan 15 - Feb 15 retainer ($2k month - $150k afte	2,000.00		24,000.00	544	1.490411	624.48
Bill	02/29/2020	Feb 15 - Mar 15	Cunneen Company	Feb 15 - Mar 15 retainer ($2k month - $150k afte	2,000.00		26,000.00	518	1.419178	590.61
Bill	05/24/2020	Mar 15 - Apr 15	Cunneen Company	Mar 15 - Apr 15 retainer ($2k month - $150k afte	2,000.00		28,000.00	433	1.186301	482.92
Bill	05/24/2020	Apr 15 - May 15	Cunneen Company	Apr 15 - May 15 retainer ($2k month - $150k afte	2,000.00		30,000.00	433	1.186301	482.92
Bill	07/28/2020	May 15 - June 15	Cunneen Company	May 15 - June 15 retainer ($2k month - $150k afi	2,000.00		32,000.00	368	1.008219	403.60
Bill	07/28/2020	June 15 - July 15	Cunneen Company	June 15 - July 15 retainer ($2k month - $150k afi	2,000.00		34,000.00	368	1.008219	403.60
Bill	07/28/2020	July 15 - Aug 15	Cunneen Company	July 15 - Aug retainer ($2k month - $150k after a	2,000.00		36,000.00	368	1.008219	403.60
Bill	10/01/2020	Aug 15 - Sept 15	Cunneen Company	Aug 15 - Sept 15 retainer ($2k month - $150k aft	2,000.00		38,000.00	303	0.830137	326.81
Bill	10/01/2020	Sept 15 - Oct 15	Cunneen Company	Sept 15 - Oct 15 retainer ($2k month - $150k afte	2,000.00		40,000.00	303	0.830137	326.81
Bill	12/04/2020		Cunneen Company	Oct 15 - Nov 15 retainer ($2k month - $150k afte	2,000.00		42,000.00	239	0.654795	253.60
Bill	12/04/2020	Nov 15 - Dec 15	Cunneen Company	Nov 15 - Dec 15 retainer ($2k month - $150k afte	2,000.00		44,000.00	239	0.654795	253.60
Bill	12/04/2020	Dec 15 - Jan 15 2021	Cunneen Company	Dec 15 - Jan 15 2021 retainer ($2k month - $150	2,000.00		46,000.00	239	0.654795	253.60
Bill	04/01/2021	Jan 15 - Feb 15 2021	Cunneen Company	Jan 15 - Feb 15 2021 retainer ($2k month - $150	2,000.00		48,000.00	121	0.331507	124.61
Bill	04/01/2021	Feb 15 - Mar 15 2021	Cunneen Company	Feb 15 - Mar 15 2021 retainer ($2k month - $150	2,000.00		50,000.00	121	0.331507	124.61
Bill	04/01/2021	Mar 15 - Apr 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer ($2k month - $150	2,000.00		52,000.00	121	0.331507	124.61
Bill	07/27/2021	Apr 15 - Mayr 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer ($2k month - $150	2,000.00		54,000.00	4	0.010959	4.00
Bill	04/03/2021	May 15 - Jun 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer ($2k month - $150	2,000.00		56,000.00	119	0.326027	122.49
Bill	04/04/2021	Jun 15 -Jul 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer ($2k month - $150	2,000.00		58,000.00	118	0.323288	121.43
Total Cunneen Company					58,000.00	0.00	58,000.00			
Judge Quentin L. Kopp (Ret.)										
Bill	12/04/2017	Nov - Chestnut	Judge Quentin L. Kopp (Re	Meeting with Supervisor Warren Slocum with RH	500.00		500.00	1335	3.657534	474.04
Bill	11/01/2020	000001 - Sept - Oct	Judge Quentin L. Kopp (Re	Sept - Oct - assitance re Surplus Land Developm	2,250.00		2,750.00	272	0.745205	327.44
Total Judge Quentin L. Kopp (Ret.)					2,750.00	0.00	2,750.00			
Kevin Moore										
General Journal	10/01/2016	24	Kevin Moore	Paid via RUP - Community & Govt relations - Oc	2,500.00		2,500.00	1764	4.832877	3,534.11
General Journal	11/29/2016	25	Kevin Moore	Paid via RUP - Community & Govt relations - No	2,500.00		5,000.00	1705	4.671233	3,358.87
General Journal	12/01/2016	26	Kevin Moore	Paid via RUP - Community & Govt relations - De	2,500.00		7,500.00	1703	4.665753	3,353.02
General Journal	01/01/2017	27	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		10,000.00	1672	4.580822	3,263.09
General Journal	02/01/2017	28	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		12,500.00	1641	4.49589	3,174.53
General Journal	03/01/2017	29	Kevin Moore	Paid via RUP - Community & Govt relations - Ma	2,500.00		15,000.00	1613	4.419178	3,095.72
General Journal	04/20/2017	30	Kevin Moore	Paid via RUP - Community & Govt relations - Ap	2,500.00		17,500.00	1563	4.282192	2,957.70
General Journal	05/01/2017	31	Kevin Moore	Paid via RUP - Community & Govt relations - Ma	2,500.00		20,000.00	1552	4.252055	2,927.79
General Journal	06/01/2017	32	Kevin Moore	Paid via RUP - Community & Govt relations - Jur	2,500.00		22,500.00	1521	4.167123	2,844.39
General Journal	07/01/2017	33	Kevin Moore	Paid via RUP - Community & Govt relations - Jul	2,500.00		25,000.00	1491	4.084932	2,764.90
General Journal	08/06/2017	34	Kevin Moore	Paid via RUP - Community & Govt relations - Au	2,500.00		27,500.00	1455	3.986301	2,671.07
General Journal	09/06/2017	35	Kevin Moore	Paid via RUP - Community & Govt relations - Se	2,500.00		30,000.00	1424	3.90137	2,591.61
General Journal	10/05/2017	36	Kevin Moore	Paid via RUP - Community & Govt relations - Oc	2,500.00		32,500.00	1395	3.821918	2,518.39
General Journal	11/01/2017	37	Kevin Moore	Paid via RUP - Community & Govt relations - No	2,500.00		35,000.00	1368	3.747945	2,451.16
General Journal	12/01/2017	38	Kevin Moore	Paid via RUP - Community & Govt relations - De	2,500.00		37,500.00	1338	3.665753	2,377.52
General Journal	01/01/2018	39	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		40,000.00	1307	3.580822	2,302.57
Bill	02/01/2018	Feb 2018	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		42,500.00	1276	3.49589	2,228.78
Bill	03/01/2018	Mar 2018	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		45,000.00	1248	3.419178	2,163.10
Bill	04/03/2018	Inv #20	Kevin Moore	April consulting - Community & Govt relations	2,500.00		47,500.00	1215	3.328767	2,086.86
Bill	05/01/2018	21	Kevin Moore	May consulting - Community & Govt relations	2,500.00		50,000.00	1187	3.252055	2,023.16
Bill	06/01/2018	Inv #22	Kevin Moore	June consulting - Community & Govt relations	2,500.00		52,500.00	1156	3.167123	1,953.66
Bill	07/02/2018	Inv #23	Kevin Moore	July consulting - Community & Govt relations	2,500.00		55,000.00	1125	3.082192	1,885.22
Bill	08/01/2018	#24 - August	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		57,500.00	1095	3	1,820.00
Bill	09/01/2018	Inv #25	Kevin Moore	Sept consulting - Community & Govt relations	2,500.00		60,000.00	1064	2.915068	1,753.62

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	09/01/2018	Inv #25	Kevin Moore	Sept consulting - Community & Govt relations - c	119.65		60,119.65	1064	2.915068	83.93
Bill	10/01/2018	#26	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		62,619.65	1034	2.832877	1,690.35
Bill	11/01/2018	Inv #27	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		65,119.65	1003	2.747945	1,625.97
Bill	12/01/2018	28	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		67,619.65	973	2.665753	1,564.60
Bill	01/02/2019	29	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		70,119.65	941	2.578082	1,500.15
Bill	02/01/2019	030	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		72,619.65	911	2.49589	1,440.65
Bill	03/01/2019	31	Kevin Moore	March consulting - Community & Govt relations	2,500.00		75,119.65	883	2.419178	1,385.92
Bill	04/01/2019	32	Kevin Moore	April consulting - Community & Govt relations	2,500.00		77,619.65	852	2.334247	1,326.21
Bill	05/01/2019	33	Kevin Moore	May consulting - Community & Govt relations	2,500.00		80,119.65	822	2.252055	1,269.30
Bill	06/04/2019	Inv#34	Kevin Moore	June consulting - Community & Govt relations	2,500.00		82,619.65	788	2.158904	1,205.82
Bill	07/01/2019	35	Kevin Moore	July consulting - Community & Govt relations	2,500.00		85,119.65	761	2.084932	1,156.18
Bill	08/01/2019	#36	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		87,619.65	730	2	1,100.00
Bill	09/01/2019	37	Kevin Moore	Sep consulting - Community & Govt relations	2,500.00		90,119.65	699	1.915068	1,044.68
Bill	10/01/2019	38	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		92,619.65	669	1.832877	991.96
Bill	10/31/2019	40	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		95,119.65	639	1.750685	940.02
Bill	11/01/2019	39	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		97,619.65	638	1.747945	938.31
Bill	01/01/2020	41	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		100,119.65	577	1.580822	835.12
Bill	02/03/2020	42	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		102,619.65	544	1.490411	780.59
Bill	03/01/2020	43	Kevin Moore	Mar consulting - Community & Govt relations	2,500.00		105,119.65	517	1.416438	736.65
Bill	04/01/2020	44	Kevin Moore	Apr consulting - Community & Govt relations	2,500.00		107,619.65	486	1.331507	686.91
Bill	05/01/2020	45	Kevin Moore	May consulting - Community & Govt relations	2,500.00		110,119.65	456	1.249315	639.51
Bill	06/01/2020	46	Kevin Moore	June consulting - Community & Govt relations	2,500.00		112,619.65	425	1.164384	591.27
Bill	07/03/2020	July 2020	Kevin Moore	July consulting - Community & Govt relations	2,500.00		115,119.65	393	1.076712	542.25
Bill	08/03/2020	48	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		117,619.65	362	0.991781	495.51
Bill	09/01/2020	49	Kevin Moore	Sept consulting - Community & Govt relations	2,500.00		120,119.65	333	0.912329	452.43
Bill	10/01/2020	50	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		122,619.65	303	0.830137	408.51
Bill	11/01/2020	51	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		125,119.65	272	0.745205	363.82
Bill	12/01/2020	52	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		127,619.65	242	0.663014	321.23
Bill	01/04/2021	53	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		130,119.65	208	0.569863	273.72
Bill	02/01/2021	54	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		132,619.65	180	0.493151	235.20
Bill	03/02/2021	#55	Kevin Moore	March consulting - Community & Govt relations	2,500.00		135,119.65	151	0.413699	195.86
Bill	04/01/2021	#56	Kevin Moore	April consulting - Community & Govt relations	2,500.00		137,619.65	121	0.331507	155.76
Bill	05/01/2021	May 2021/#57	Kevin Moore	May consulting - Community & Govt relations	2,500.00		140,119.65	91	0.249315	116.26
Bill	06/01/2021	#58	Kevin Moore	June consulting - Community & Govt relations	2,500.00		142,619.65	60	0.164384	76.06
Bill	07/01/2021	59	Kevin Moore	July consulting - Community & Govt relations	2,500.00		145,119.65	30	0.082192	37.75
Total Kevin Moore					145,119.65	0.00	145,119.65			
Mineta & Associates LLC										
General Journal	02/28/2017	40	Mineta & Associates LLC	Paid via RUP - Jul 2016 - Feb 2017 Consultancy	40,000.00		40,000.00	1614	4.421918	49,576.27
General Journal	09/14/2017	41	Mineta & Associates LLC	Paid via RUP - Mar - August 2017 Consultancy	20,000.00		60,000.00	1416	3.879452	20,570.45
General Journal	10/01/2017	42	Mineta & Associates LLC	Paid via RUP - To correct Dec 2015 to June 201	35,000.00		95,000.00	1399	3.832877	35,397.95
Bill	01/28/2019	000065	Mineta & Associates LLC	Nov - Jan 2019 Consulting	15,000.00		110,000.00	915	2.506849	8,691.18
Bill	07/21/2020	June/July	Mineta & Associates LLC	Consulting re San Calra - June/July	4,000.00		114,000.00	375	1.027397	824.04
Bill	08/10/2020	August	Mineta & Associates LLC	Consulting re San Clara - August	2,000.00		116,000.00	355	0.972603	388.04
Bill	09/04/2020	September	Mineta & Associates LLC	Consulting re San Clara - September	2,000.00		118,000.00	330	0.90411	358.41
Check	09/21/2020	1879	Mineta & Associates LLC	Advance on Santa Clara Bonus	25,000.00		143,000.00	313	0.857534	4,230.80
Bill	11/06/2020	Oct/Nov	Mineta & Associates LLC	Consulting re San Clara - September	2,000.00		145,000.00	267	0.731507	285.34
Total Mineta & Associates LLC					145,000.00	0.00	145,000.00			
Community & Govt Relations - Other										
Bill	01/29/2021	2301	McGovern & Associates Cc	January consulting	2,500.00		2,500.00	183	0.50137	239.30
Bill	02/05/2021	2307	McGovern & Associates Cc	February consulting	2,500.00		5,000.00	176	0.482192	229.74
Bill	03/05/2021	2315	McGovern & Associates Cc	March consulting	2,500.00		7,500.00	148	0.405479	191.82

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	04/08/2021	2322	McGovern & Associates Cc	April consulting	2,500.00		10,000.00	114	0.312329	146.49
Bill	05/04/2021	2333	McGovern & Associates Cc	May consulting	2,500.00		12,500.00	88	0.241096	112.34
Bill	06/04/2021	2341	McGovern & Associates Cc	June consulting	2,500.00		15,000.00	57	0.156164	72.20
Bill	07/06/2021	2350	McGovern & Associates Cc	July consulting	2,500.00		17,500.00	25	0.068493	31.42
Total Community & Govt Relations - Other					17,500.00	0.00	17,500.00			
Total Community & Govt Relations					368,369.65	0.00	368,369.65			
Market Research										
Jay W. Pauly										
General Journal	07/14/2016	22	Jay W. Pauly	Paid via RUP - Santa Clara Apartment Market An	5,000.00		5,000.00	1843	5.049315	7,553.97
General Journal	07/28/2016	23	Jay W. Pauly	Paid via RUP - Santa Clara Apartment Market An	5,238.00		10,238.00	1829	5.010959	7,821.89
Total Jay W. Pauly					10,238.00	0.00	10,238.00			
Total Market Research					10,238.00	0.00	10,238.00			
Total 05000 - Marketing & Relations					378,607.65	0.00	378,607.65			
06000 - Misc. Consultants										
Financial Analysis										
Putnam Atlantic Properties LLC										
General Journal	11/22/2016	45	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Santa Clara :	5,000.00		5,000.00	1712	4.690411	6,758.79
General Journal	02/24/2017	46	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - February - Sa	7,026.50		12,026.50	1618	4.432877	8,740.16
General Journal	06/01/2017	47	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - May - Santa	10,000.00		22,026.50	1521	4.167123	11,377.55
General Journal	07/04/2017	48	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - June - Santa	10,000.00		32,026.50	1488	4.076712	11,028.06
General Journal	08/02/2017	49	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - July - Santa	10,000.00		42,026.50	1459	3.99726	10,725.64
General Journal	09/04/2017	50	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Aug - Santa	10,000.00		52,026.50	1426	3.906849	10,386.81
General Journal	10/04/2017	51	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Santa Clara :	10,000.00		62,026.50	1396	3.824658	10,083.58
Total Putnam Atlantic Properties LLC					62,026.50	0.00	62,026.50			
Total Financial Analysis					62,026.50	0.00	62,026.50			
06000 - Misc. Consultants - Other										
Bill	04/28/2020	042820	Michaels Student Living	Pre-development Consulting re student operation	20,000.00		20,000.00	459	1.257534	5,153.77
Bill	10/15/2020	2020-062	Hallisey and Johnson	Spet 21 - Oct 12 - Surplus Land Act/Economic O	15,886.50		35,886.50	289	0.791781	2,467.15
Total 06000 - Misc. Consultants - Other					35,886.50	0.00	35,886.50			
Total 06000 - Misc. Consultants					97,913.00	0.00	97,913.00			
07000 - Misc Expenses										
Misc. Develop Exp										
General Journal	01/18/2018	241		To record ENA deposit required by City of Santa	10.00		10.00	1290	3.534247	9.05
Bill	02/14/2018	5685080	Old Republic Title Compan	City of Santa Clara Title report	550.00		560.00	1263	3.460274	483.60
Bill	05/01/2018	21	Kevin Moore	Printing of 50 proposed student housing packets	200.00		760.00	1187	3.252055	161.85
Check	10/29/2018	1120	Mission City Community Fu	Contribution	5,000.00		5,760.00	1006	2.756164	3,264.31
Bill	10/30/2018	Santa Clara Outreach	Frank M. Rapoport	Santa Clara Outreach costs	590.00		6,350.00	1005	2.753425	384.70
Bill	01/22/2019	Contribution	Committee for West Valley	Contribution - Yes on W - Committee for West Vi	1,500.00		7,850.00	921	2.523288	876.23
Bill	03/28/2019	16263	Silicon Valley Leadership G	2009 Membership fees	5,000.00		12,850.00	856	2.345205	2,667.72
Bill	03/28/2019	16263	Silicon Valley Leadership G	Sponsorship - GameChangers 2020 - Apr 26, 20	10,000.00		22,850.00	856	2.345205	5,335.44
Bill	09/11/2019	Sponsorship	Santa Clara Parade of Cha	Sponsorship - Santa Clara Parade of Champions	2,500.00		25,350.00	689	1.887671	1,027.02
Bill	10/22/2019	Gold Sponsor	Mission City Community Fu	Sponsor annual charity dinner dance	5,000.00		30,350.00	648	1.775342	1,911.05
Bill	01/01/2020	16816	Silicon Valley Leadership G	2020 Membership fees $4,500 + $500 for ticket t	5,000.00		35,350.00	577	1.580822	1,670.24
Bill	09/21/2020	Gold Sponsor	Mission City Community Fu	Gold Sponsorship	5,000.00		40,350.00	313	0.857534	846.16
Bill	10/26/2020	FPPC #1266738	Santa Clara's Police Office	Contribution	5,000.00		45,350.00	278	0.761644	744.84
Bill	10/26/2020	FPPC #: 1429862	Committee to Save Caltrair	Contribution	5,000.00		50,350.00	278	0.761644	744.84
Bill	01/01/2021	17392	Silicon Valley Leadership G	2021 Membership fees $4,500 + $500 for ticket t	5,000.00		55,350.00	211	0.578082	555.76
Bill	02/22/2021	Jan Reimb	Chris Shay	Annual Lobbyist license - Santa Clara	745.00		56,095.00	159	0.435616	61.58
Bill	02/22/2021	Jan Reimb	Chris Shay	Contribution - Affordable Housing - SV@Home	500.00		56,595.00	159	0.435616	41.33
Total Misc. Develop Exp					56,595.00	0.00	56,595.00			
Misc. Travel Expenses										

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	09/15/2014	194	Bob Mendelsohn	Paid via RUP - To record BM air travel to NYC o	677.88		677.88	2511	6.879452	1,698.28
General Journal	12/05/2016	52	Putnam Atlantic Properties	Paid via RUP - Travel reimbursement for studen	3,375.74		4,053.62	1699	4.654795	4,511.80
General Journal	06/01/2017	53	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - May - Santa	2,135.36		6,188.98	1521	4.167123	2,429.52
General Journal	07/03/2017	54	Scott Mendelsohn	Paid via RUP - Expense reimbursement - S. Mer	1,000.00		7,188.98	1489	4.079452	1,103.86
General Journal	09/04/2017	55	Putnam Atlantic Properties	Paid via RUP - Reimburse J. DeRiggi - travel to	358.37		7,547.35	1426	3.906849	372.23
General Journal	11/06/2017	56	Putnam Atlantic Properties	Paid via RUP - Travel expenses - San Jose, San	2,916.80		10,464.15	1363	3.734247	2,845.41
Bill	02/05/2018	Jan 2018	Putnam Atlantic Properties	Jan - Travel to DC re Mayor fundrasing - - 1/3 to	265.28		10,729.43	1272	3.484932	235.50
Bill	04/09/2018	Mar 2018	Putnam Atlantic Properties	Mar - J.Deriggi travel to CA 3/12/18 to 3/15/18 -	1,557.78		12,287.21	1209	3.312329	1,291.80
Bill	05/01/2018	21	Kevin Moore	Mio Vicino/Old Quad meeting	300.00		12,587.21	1187	3.252055	242.78
Bill	05/10/2018	Apr 2018	Putnam Atlantic Properties	Apr - J.Deriggi travel to CA 4/26/18 to 4/27/18 -	748.46		13,335.67	1178	3.227397	599.63
Bill	08/05/2018	July 2018	Putnam Atlantic Properties	July - J.Deriggi travel to SF re VTA meeting	3,333.31		16,668.98	1091	2.989041	2,415.15
Bill	11/04/2018	Oct 2018	Putnam Atlantic Properties	Oct travel expenses to CA - 1/3 allocation	1,054.84		17,723.82	1000	2.739726	683.45
Bill	01/02/2019	Dec 2018	Putnam Atlantic Properties	Dec travel re VTA & City meetings	2,554.54		20,278.36	941	2.578082	1,532.87
Bill	04/04/2019	Mar 2019	Putnam Atlantic Properties	Deriggi - travel to CA - 1/3 of Santa Clara/Redw	702.58		20,980.94	849	2.326027	371.10
Bill	04/30/2019	April	Putnam Atlantic Properties	Deriggi - travel to CA - 1/3 of Santa Clara/Redw	1,015.78		21,996.72	823	2.254795	516.50
Bill	05/01/2019	May retainer	RHM Development LLC	B. Mendelsohn - May retainer 1/3 Redwood/Sout	2,500.00		24,496.72	822	2.252055	1,269.30
Bill	07/03/2019	June 2019	Putnam Atlantic Properties	50% travel to SF re San Francisco Pier	1,471.80		25,968.52	759	2.079452	678.52
Bill	08/06/2019	July 2019	Putnam Atlantic Properties	Travel to CA re Santa Clara Project VTA meetin	1,822.38		27,790.90	725	1.986301	795.30
Bill	11/22/2019	June - Nov	Bob Mendelsohn	Bob Mendelsohn expense reimbursement	183.92		27,974.82	617	1.690411	66.39
Bill	12/02/2019	Nov 2019	Putnam Atlantic Properties	Travel 50/50 re Santa Clara City meeting + SF F	1,706.51		29,681.33	607	1.663014	604.43
Bill	01/01/2020	Jan 2020	Putnam Atlantic Properties	Travel 50/50 re Santa Clara City meeting + SSF	1,604.21		31,285.54	577	1.580822	535.88
Check	01/23/2020	1567	RHM Development LLC	Travel reimbursement to BM	356.00		31,641.54	555	1.520548	113.73
Bill	04/01/2020	Mar 2020	Putnam Atlantic Properties	Mar reimbursement of DeRiggi travel expenses	672.84		32,314.38	486	1.331507	184.87
Bill	09/01/2020	Sept	Scott Mendelsohn	Misc tracel expense - Scott Mendelsohn	50.00		32,364.38	333	0.912329	9.05
Total Misc. Travel Expenses					32,364.38	0.00	32,364.38			
Total 07000 - Misc Expenses					88,959.38	0.00	88,959.38			
09000 - Project Management										
Administration										
PMT Accounting & Consulting Ser										
General Journal	05/31/2016	57	PMT Accounting & Consult	Paid via RUP - May Admin 1/3 - SSF/Redwood/S	833.34		833.34	1887	5.169863	1,305.50
General Journal	07/01/2016	58	PMT Accounting & Consult	Paid via RUP -June Admin 1/3 - SSF/Redwood/S	833.34		1,666.68	1856	5.084932	1,272.64
General Journal	07/31/2016	59	PMT Accounting & Consult	Paid via RUP - July Admin 1/3 - SSF/Redwood/S	833.34		2,500.02	1826	5.00274	1,241.31
General Journal	09/01/2016	60	PMT Accounting & Consult	Paid via RUP - Aug Admin 1/3 - SSF/Redwood/S	833.34		3,333.36	1794	4.915068	1,208.41
General Journal	10/01/2016	61	PMT Accounting & Consult	Paid via RUP - Sept Admin 1/3 - SSF/Redwood/S	833.34		4,166.70	1764	4.832877	1,178.05
Total PMT Accounting & Consulting Ser					4,166.70	0.00	4,166.70			
Total Administration					4,166.70	0.00	4,166.70			
Consultants										
B.Mendelsohn										
General Journal	11/01/2015	221	Bob Mendelsohn	Paid via RPC - Nov - Consultancy (1/2)	3,750.00		2,500.00	2099	5.750685	6,949.85
General Journal	12/07/2015	222	Bob Mendelsohn	Paid via RPC - Dec - Consultancy (1/2)	3,750.00		6,250.00	2063	5.652055	6,759.16
General Journal	01/01/2016	223	Bob Mendelsohn	Paid via RPC - Jan - Consultancy (1/2)	3,750.00		10,000.00	2038	5.583562	6,628.74
General Journal	02/01/2016	224	Bob Mendelsohn	Paid via RPC - Feb - Consultancy (1/2)	3,750.00		13,750.00	2007	5.49863	6,469.26
General Journal	03/01/2016	225	Bob Mendelsohn	Paid via RPC - Mar - Consultancy (1/2)	3,750.00		17,500.00	1978	5.419178	6,322.30
General Journal	04/01/2016	226	Bob Mendelsohn	Paid via RPC - Apr - Consultancy (1/2)	3,750.00		21,250.00	1947	5.334247	6,167.53
General Journal	05/01/2016	227	Bob Mendelsohn	Paid via RPC - May - Consultancy (1/2)	3,750.00		25,000.00	1917	5.252055	6,020.02
General Journal	06/01/2016	228	Bob Mendelsohn	Paid via RUP - June - Consultancy (1/2)	3,750.00		28,750.00	1886	5.167123	5,869.90
General Journal	07/01/2016	229	Bob Mendelsohn	Paid via RPC - Jul - Consultancy (1/2)	3,750.00		32,500.00	1856	5.084932	5,726.82
General Journal	08/01/2016	230	Bob Mendelsohn	Paid via RPC - Aug - Consultancy (1/2)	3,750.00		36,250.00	1825	5	5,581.20
General Journal	09/07/2016	231	Bob Mendelsohn	Paid via RPC - Sept - Consultancy (1/2)	3,750.00		40,000.00	1788	4.89863	5,410.33
General Journal	10/08/2016	232	Bob Mendelsohn	Paid via RPC - Oct - Consultancy (1/2)	3,750.00		43,750.00	1757	4.813699	5,269.57
General Journal	11/01/2016	233	Bob Mendelsohn	Paid via RPC - Nov - Consultancy (1/2)	3,750.00		47,500.00	1733	4.747945	5,162.09

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	12/01/2016	234	Bob Mendelsohn	Paid via RPC - Dec - Consultancy (1/2)	3,750.00		51,250.00	1703	4.665753	5,029.53
General Journal	01/12/2018	249	Bob Mendelsohn	To record January payment (paid via RHC) - 1/2	4,000.00		55,250.00	1296	3.550685	3,642.01
General Journal	02/12/2018	247		Feb - services - 1/2 allocation	3,750.00		59,000.00	1265	3.465753	3,304.30
Bill	03/01/2018	March Services	Bob Mendelsohn	Mar - services - 1/3 allocation	3,750.00		62,750.00	1248	3.419178	3,244.65
Bill	04/01/2018	April Services	RHM Development LLC	Apr services - 1/3 allocation	3,750.00		66,500.00	1217	3.334247	3,137.17
Bill	05/10/2018	May Services	RHM Development LLC	May services - 1/3 allocation	3,750.00		70,250.00	1178	3.227397	3,004.30
Bill	06/01/2018	June	Bob Mendelsohn	June services - 1/3 allocation	3,750.00		74,000.00	1156	3.167123	2,930.49
Bill	07/01/2018	July Services	Bob Mendelsohn	Jul services - 1/3 allocation	3,750.00		77,750.00	1126	3.084932	2,831.12
Bill	08/01/2018	Aug Services	RHM Development LLC	Aug services - 1/3 allocation	3,750.00		81,500.00	1095	3	2,730.00
Bill	09/01/2018	Sept services	RHM Development LLC	Sep services - 1/3 allocation	3,750.00		85,250.00	1064	2.915068	2,630.43
Bill	10/01/2018	Oct services	RHM Development LLC	Oct services - 1/3 allocation	3,750.00		89,000.00	1034	2.832877	2,535.53
Bill	11/01/2018	Nov Services	RHM Development LLC	Nov services - 1/3 allocation	3,750.00		92,750.00	1003	2.747945	2,438.95
Bill	12/01/2018	Dec Services	RHM Development LLC	Dec Services - 1/3 allocation	3,750.00		96,500.00	973	2.665753	2,346.90
Bill	01/01/2019	Jan retainer	RHM Development LLC	Jan Services - 1/3 allocation	3,750.00		100,250.00	942	2.580822	2,253.22
General Journal	02/15/2019	243	RHM Development LLC	To record February payment - 1/3 allocation	3,750.00		104,000.00	897	2.457534	2,119.78
General Journal	03/15/2019		RHM Development LLC	To record March payment - 1/3 allocation	3,750.00		107,750.00	869	2.380822	2,038.26
Bill	04/15/2019	April retainer	RHM Development LLC	B. Mendelsohn - April retainer 1/2	3,750.00		111,500.00	838	2.29589	1,949.32
Bill	06/01/2019	June Retainer	RHM Development LLC	B. Mendelsohn - June retainer 1/2	3,750.00		115,250.00	791	2.167123	1,817.07
General Journal	06/10/2019	257		June additional services - 1/2 allocation	8,750.00		123,999.99	782	2.142466	4,181.56
Bill	07/01/2019	July retainer	RHM Development LLC	B. Mendelsohn - July retainer 1/2	3,750.00		127,749.99	761	2.084932	1,734.27
Bill	07/01/2019	July Consultancy	RHM Development LLC - E	July additional services - 1/2 allocation	8,750.00		136,499.99	761	2.084932	4,046.63
Bill	08/01/2019	Aug retainer	RHM Development LLC	B. Mendelsohn - Aug retainer 1/2	3,750.00		140,249.99	730	2	1,650.00
Bill	08/01/2019	Aug Consultancy	RHM Development LLC - E	Aug additional services - 1/2 allocation	8,750.00		148,999.99	730	2	3,850.00
General Journal	09/03/2019	243	Bob Mendelsohn	To record Sept payment to RHM - 1/2 allocation	12,500.00		161,499.99	697	1.909589	5,205.72
General Journal	10/01/2019	248	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		173,999.98	669	1.832877	4,959.81
General Journal	10/31/2019	253	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		186,499.98	639	1.750685	4,700.12
General Journal	11/27/2019	263	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		198,999.97	612	1.676712	4,469.70
General Journal	12/23/2019	269	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		211,499.97	586	1.605479	4,250.73
General Journal	01/30/2020	276	Bob Mendelsohn	To record Feb payment to RHM - 1/2 allocation	12,500.00		223,999.96	548	1.50137	3,935.78
General Journal	02/28/2020	281	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		236,499.96	519	1.421918	3,699.41
General Journal	04/01/2020	253	Bob Mendelsohn	To record Apr payment to RHM - 1/2 allocation	12,500.00		248,999.95	486	1.331507	3,434.57
General Journal	04/30/2020	260	Bob Mendelsohn	To record April payment to RHM - 1/2 allocation	12,500.00		261,499.95	457	1.252055	3,205.41
General Journal	06/01/2020	265	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		273,999.95	425	1.164384	2,956.36
General Journal	07/01/2020	271	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		286,499.95	395	1.082192	2,726.47
General Journal	08/01/2020	279	Bob Mendelsohn	To record July payment to RHM - 1/2 allocation	12,500.00		298,999.95	364	0.99726	2,492.51
General Journal	09/01/2020	286	Bob Mendelsohn	To record Sept payment to RHM - 1/2 allocation	12,500.00		311,499.95	333	0.912329	2,262.14
General Journal	10/01/2020	295	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		323,999.95	303	0.830137	2,042.57
General Journal	11/01/2020	298	Bob Mendelsohn	To record Nov payment to RHM - 1/2 allocation	12,500.00		336,499.94	272	0.745205	1,819.12
General Journal	12/01/2020	304	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		348,999.94	242	0.663014	1,606.14
General Journal	01/04/2021	308	Bob Mendelsohn	To record Jan payment to RHM - 1/2 allocation	12,500.00		361,499.93	208	0.569863	1,368.59
General Journal	01/29/2021	312	Bob Mendelsohn	To record Jan payment to RHM - 1/2 allocation	12,500.00		373,999.93	183	0.50137	1,196.48
General Journal	03/01/2021	318	Bob Mendelsohn	To record Mar payment to RHM - 1/2 allocation	12,500.00		386,499.92	152	0.416438	986.03
General Journal	04/01/2021	333	Bob Mendelsohn	To record Apr payment to RHM - 1/2 allocation	12,500.00		398,999.92	121	0.331507	778.81
General Journal	04/30/2021	349	Bob Mendelsohn	To record May payment to RHM - 1/2 allocation	12,500.00		411,499.91	92	0.252055	587.84
General Journal	06/01/2021	354	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		423,999.91	60	0.164384	380.30
General Journal	07/01/2021	368	Bob Mendelsohn	To record July payment to RHM - 1/2 allocation	12,500.00		436,499.90	30	0.082192	188.73
Total B.Mendelsohn					437,749.90	0.00	436,499.90			
Putnam Atlantic Properties LLC										
General Journal	10/04/2017	235	Putnam Atlantic Properties	Paid via RUP - Sept services - 1/3 to Santa Cla	3,333.33		3,333.33	1396	3.824658	3,361.19
General Journal	11/06/2017	62	Putnam Atlantic Properties	Paid via RUP - Oct Services re Santa Clara/Red	3,333.33		6,666.66	1363	3.734247	3,251.74
General Journal	11/06/2017	236	Putnam Atlantic Properties	Paid via RUP - Oct services - 1/3 to Santa Clar	3,333.33		9,999.99	1363	3.734247	3,251.74

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	12/05/2017	63	Putnam Atlantic Properties	Paid via RUP - Nov Services re Santa Clara/Rec	3,333.33		13,333.32	1334	3.654795	3,157.04
General Journal	12/05/2017	237	Putnam Atlantic Properties	Paid via RUP - Nov services - 1/3 to Santa Clar	3,333.33		16,666.65	1334	3.654795	3,157.04
General Journal	01/03/2018	64	Putnam Atlantic Properties	Paid via RUP - Dec Services re Santa Clara/Rec	5,000.00		21,666.65	1305	3.575342	4,595.55
General Journal	01/03/2018	238	Putnam Atlantic Properties	Paid via RUP - Dec - Development fee - 1/3 of $	3,666.67		25,333.32	1305	3.575342	3,370.08
Bill	02/05/2018	Jan 2018	Putnam Atlantic Properties	Jan - Development fee - 1/3 to Santa Clara/Red	6,666.67		31,999.99	1272	3.484932	5,918.24
Bill	03/09/2018	Feb 2018	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Red	6,666.67		38,666.66	1240	3.39726	5,718.68
Bill	04/09/2018	Mar 2018	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Redv	6,666.67		45,333.33	1209	3.312329	5,528.37
Bill	05/10/2018	Apr 2018	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		52,000.00	1178	3.227397	5,340.99
Bill	06/04/2018	May	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		58,666.67	1153	3.158904	5,191.97
Bill	07/10/2018	June 2018	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		65,333.34	1117	3.060274	4,980.63
Bill	08/05/2018	July 2018	Putnam Atlantic Properties	July - Development fee - 1/3 of Santa Clara/Redv	6,666.67		72,000.01	1091	2.989041	4,830.34
Bill	09/09/2018	Aug 2018	Putnam Atlantic Properties	Aug - Development fee - 1/3 of Santa Clara/Redv	6,666.67		78,666.68	1056	2.893151	4,631.09
Bill	10/09/2018	Sept	Putnam Atlantic Properties	Sep - Development fee - 1/3 of Santa Clara/Redv	6,666.67		85,333.35	1026	2.810959	4,463.05
Bill	11/04/2018	Oct 2018	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Redv	6,863.33		92,196.68	1000	2.739726	4,446.86
Bill	12/04/2018	Nov 2018	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Redv	6,470.00		98,666.68	970	2.657534	4,033.43
Bill	01/02/2019	Dec 2018	Putnam Atlantic Properties	Dec - Development fee - 1/3 of Santa Clara/Redv	6,666.67		105,333.35	941	2.578082	4,000.39
Bill	02/06/2019	Jan 2019	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		112,000.02	906	2.482192	3,815.52
Bill	03/10/2019	Feb 2019	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Redv	6,666.67		118,666.69	874	2.394521	3,649.30
Bill	04/04/2019	Mar 2019	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Red	6,666.67		125,333.36	849	2.326027	3,521.28
Bill	04/30/2019	April	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		132,000.03	823	2.254795	3,389.82
Bill	06/07/2019	May 2019	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		138,666.70	785	2.150685	3,200.73
Bill	07/03/2019	June 2019	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		145,333.37	759	2.079452	3,073.41
Bill	08/06/2019	July 2019	Putnam Atlantic Properties	July - Development fee - 1/3 of Santa Clara/Redv	6,666.67		152,000.04	725	1.986301	2,909.39
Bill	09/01/2019	Aug 2019	Putnam Atlantic Properties	Aug - Development fee - 1/3 of Santa Clara/Redv	6,666.67		158,666.71	699	1.915068	2,785.83
Bill	10/05/2019	10/05/2019	Putnam Atlantic Properties	Sep - Development fee - 1/3 of Santa Clara/Redv	6,666.67		165,333.38	665	1.821918	2,626.65
Bill	11/03/2019	Oct 2019	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Redv	6,666.67		172,000.05	636	1.742466	2,492.99
Bill	12/02/2019	Nov 2019	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Redv	6,666.67		178,666.72	607	1.663014	2,361.27
Bill	01/01/2020	Jan 2020	Putnam Atlantic Properties	Dec - Development fee - 1/3 of Santa Clara/Redv	6,666.67		185,333.39	577	1.580822	2,226.99
Bill	02/01/2020	Jan	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		192,000.06	546	1.49589	2,090.33
Bill	03/01/2020	Feb 2020	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Redv	6,666.67		198,666.73	517	1.416438	1,964.39
Bill	04/01/2020	Mar 2020	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Redv	6,666.67		205,333.40	486	1.331507	1,831.77
Bill	04/30/2020	April 2020	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		212,000.07	457	1.252055	1,709.55
Bill	06/02/2020	May 2020	Putnam Atlantic Properties	May - Development fee - 1/2 of Santa Clara/Red	10,000.00		222,000.07	424	1.161644	2,358.92
Bill	07/03/2020	June 2020	Putnam Atlantic Properties	June - Development fee - 1/2 of Santa Clara/Rec	10,000.00		232,000.07	393	1.076712	2,169.01
Bill	08/03/2020	July 2020	Putnam Atlantic Properties	July - Development fee - 1/2 of Santa Clara/Redv	10,000.00		242,000.07	362	0.991781	1,982.03
Bill	09/01/2020	Aug 2020	Putnam Atlantic Properties	Aug - Development fee - 1/2 of Santa Clara/Redv	10,000.00		252,000.07	333	0.912329	1,809.71
Bill	10/02/2020	Sept 2020	Putnam Atlantic Properties	Aug - Development fee - 1/2 of Santa Clara/Redv	10,000.00		262,000.07	302	0.827397	1,628.25
Bill	11/03/2020	Oct 2020	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Red	6,666.67		268,666.74	270	0.739726	962.57
Bill	12/01/2020	Nov 2020	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Rec	6,666.67		275,333.41	242	0.663014	856.61
Bill	01/04/2021	Dec 2020	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Rec	6,666.67		282,000.08	208	0.569863	729.92
Bill	02/02/2021	Jan 2021	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		288,666.75	179	0.490411	623.54
Bill	03/02/2021	Feb 2021	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Redv	6,666.67		295,333.42	151	0.413699	522.29
Bill	04/02/2021	Mar 2021	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Redv	6,666.67		302,000.09	120	0.328767	411.83
Bill	05/03/2021	Apr 2021	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		308,666.76	89	0.243836	303.06
Bill	06/01/2021	May 2021	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		315,333.43	60	0.164384	202.83
Bill	07/01/2021	June 2021	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		322,000.10	30	0.082192	100.65
Total Putnam Atlantic Properties LLC					322,000.10	0.00	322,000.10			
S. Mendelsohn										
General Journal	11/01/2015	221	Scott Mendelsohn	Paid via RUP - Nov - Consultancy (1/2)	2,500.00		1,666.67	2099	5.750685	4,633.23
General Journal	12/07/2015	222	Scott Mendelsohn	Paid via RUP - Dec - Consultancy (1/2)	2,500.00		3,333.34	2063	5.652055	4,506.11
General Journal	01/01/2016	223	Scott Mendelsohn	Paid via RUP - Jan - Consultancy (1/2)	2,500.00		5,000.01	2038	5.583562	4,419.16

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	02/01/2016	224	Scott Mendelsohn	Paid via RUP - Feb - Consultancy (1/2)	2,500.00		6,666.68	2007	5.49863	4,312.84
General Journal	03/01/2016	225	Scott Mendelsohn	Paid via RUP - Mar - Consultancy (1/2)	2,500.00		8,333.35	1978	5.419178	4,214.86
General Journal	04/01/2016	226	Scott Mendelsohn	Paid via RUP - Apr - Consultancy (1/2)	2,500.00		10,000.02	1947	5.334247	4,111.69
General Journal	05/01/2016	227	Scott Mendelsohn	Paid via RUP - May - Consultancy (1/2)	2,500.00		11,666.69	1917	5.252055	4,013.35
General Journal	06/01/2016	228	Scott Mendelsohn	Paid via RUP - June - Consultancy (1/2)	2,500.00		13,333.36	1886	5.167123	3,913.27
General Journal	07/01/2016	229	Scott Mendelsohn	Paid via RUP - Jul - Consultancy (1/2)	2,500.00		15,000.03	1856	5.084932	3,817.88
General Journal	08/01/2016	230	Scott Mendelsohn	Paid via RUP - Aug - Consultancy (1/2)	2,500.00		16,666.70	1825	5	3,720.80
General Journal	09/07/2016	231	Scott Mendelsohn	Paid via RUP - Sept - Consultancy (1/2)	2,500.00		18,333.37	1788	4.89863	3,606.88
General Journal	10/08/2016	232	Scott Mendelsohn	Paid via RUP - Oct - Consultancy (1/2)	2,500.00		20,000.04	1757	4.813699	3,513.05
General Journal	11/01/2016	233	Scott Mendelsohn	Paid via RUP - Nov - Consultancy (1/2)	2,500.00		21,666.71	1733	4.747945	3,441.39
General Journal	12/01/2016	234	Scott Mendelsohn	Paid via RUP - Dec - Consultancy (1/2)	2,500.00		23,333.38	1703	4.665753	3,353.02
General Journal	11/01/2017	65	Scott Mendelsohn	Paid via RUP - Nov services - 50%	2,500.00		25,000.05	1368	3.747945	2,451.16
General Journal	12/01/2017	66	Scott Mendelsohn	Paid via RUP - Dec services - 50%	2,500.00		26,666.72	1338	3.665753	2,377.52
General Journal	12/11/2017	67	Scott Mendelsohn	Paid via RUP - Year end bonus - 505	2,500.00		28,333.39	1328	3.638356	2,353.22
General Journal	01/01/2018	68	Scott Mendelsohn	Paid via RUP - Jan 2018 Consultancy - 50%	3,750.00		30,833.39	1307	3.580822	3,453.86
General Journal	01/01/2018			To correct 12/31/17 transfer Santa Clara Progra		10,000.00	20,833.39	1307	3.580822	-
Bill	02/01/2018	Feb	Scott Mendelsohn	Feb - 1/2 allocation	3,750.00		23,333.39	1276	3.49589	3,343.17
Bill	03/01/2018	Mar Consultancy	Scott Mendelsohn	Mar - 1/2 allocation	3,750.00		25,833.39	1248	3.419178	3,244.65
Bill	04/02/2018	021	Scott Mendelsohn	Apr - 1/2 allocation	3,750.00		28,333.39	1216	3.331507	3,133.73
Bill	05/01/2018	22	Scott Mendelsohn	May - 1/2 allocation	3,750.00		30,833.39	1187	3.252055	3,034.74
Bill	06/01/2018	June Consultancy	Scott Mendelsohn	June - 1/2 allocation	3,750.00		33,333.39	1156	3.167123	2,930.49
Bill	07/05/2018	#24	Scott Mendelsohn	July - 1/2 allocation	3,750.00		35,833.39	1122	3.073973	2,817.99
Bill	08/01/2018	#25 - August	Scott Mendelsohn	Aug - 1/2 allocation	3,750.00		38,333.39	1095	3	2,730.00
Bill	09/01/2018	#26	Scott Mendelsohn	Sept - 1/2 allocation	3,750.00		40,833.39	1064	2.915068	2,630.43
Bill	10/01/2018	027	Scott Mendelsohn	Oct - 1/2 allocation	3,750.00		43,333.39	1034	2.832877	2,535.53
Bill	11/01/2018	Nov Consultancy	Scott Mendelsohn	Nov - 1/2 allocation	3,750.00		45,833.39	1003	2.747945	2,438.95
Bill	11/29/2018	Bonus	Scott Mendelsohn	2018 bonus - 1/2 allocation	5,000.00		49,166.73	975	2.671233	3,137.32
Bill	12/01/2018	29	Scott Mendelsohn	Dec - 1/2 allocation	2,500.00		51,666.73	973	2.665753	1,564.60
Bill	01/01/2019	030	Scott Mendelsohn	Jan - 1/2 allocation	4,166.67	12,500.01	54,444.51	942	2.580822	2,503.58
Bill	02/01/2019	031	Scott Mendelsohn	Feb - 1/2 allocation	4,166.67		57,222.29	911	2.49589	2,401.08
Bill	03/01/2019	March	Scott Mendelsohn	Mar - 1/2 allocation	4,166.67		60,000.07	883	2.419178	2,309.86
Bill	04/01/2019	33	Scott Mendelsohn	Apr- 1/2 allocation	4,166.67		62,777.85	852	2.334247	2,210.35
Bill	05/01/2019	34	Scott Mendelsohn	May - 1/2 allocation	4,166.67		65,555.63	822	2.252055	2,115.50
Bill	06/01/2019	035	Scott Mendelsohn	June - 1/2 allocation	5,000.00		68,888.96	791	2.167123	2,422.76
Bill	07/01/2019	36	Scott Mendelsohn	July - 1/2 allocation	5,000.00		72,222.29	761	2.084932	2,312.36
Bill	08/01/2019	037	Scott Mendelsohn	Aug - 1/2 allocation	5,000.00		75,555.62	730	2	2,200.00
Bill	09/01/2019	038	Scott Mendelsohn	Sept - 1/2 allocation	5,000.00		78,888.95	699	1.915068	2,089.37
Bill	10/01/2019	39	Scott Mendelsohn	Oct - 1/2 allocation	5,000.00		82,222.28	669	1.832877	1,983.92
Bill	11/01/2019	040	Scott Mendelsohn	Nov - 1/2 allocation	5,000.00		85,555.61	638	1.747945	1,876.61
Bill	12/01/2019	41	Scott Mendelsohn	Dec - 1/2 allocation	5,000.00		88,888.94	608	1.665753	1,774.33
Check	12/09/2019	1494	Scott Mendelsohn	Bonus for 2019 services - 1/2 allocation	10,000.00		95,555.61	600	1.643836	3,494.63
Bill	01/01/2020	042	Scott Mendelsohn	Jan - 1/2 allocation	5,000.00		98,888.94	577	1.580822	1,670.24
Bill	02/01/2020	043	Scott Mendelsohn	Feb - 1/2 allocation	5,000.00		102,222.27	546	1.49589	1,567.75
Bill	03/01/2020	44	Scott Mendelsohn	Mar - 1/2 allocation	5,000.00		105,555.60	517	1.416438	1,473.29
Bill	04/01/2020	45	Scott Mendelsohn	Apr - 1/2 allocation	5,000.00		108,888.93	486	1.331507	1,373.83
Bill	05/01/2020	46	Scott Mendelsohn	May - 1/2 allocation	5,000.00		113,888.93	456	1.249315	1,279.03
Bill	06/01/2020	047	Scott Mendelsohn	June - 1/2 allocation	5,000.00		118,888.93	425	1.164384	1,182.55
Bill	07/01/2020	48	Scott Mendelsohn	July - 1/2 allocation	5,000.00		123,888.93	395	1.082192	1,090.59
Bill	08/01/2020	49	Scott Mendelsohn	August - 1/2 allocation	5,000.00		128,888.93	364	0.99726	997.00
Bill	09/01/2020	Sept	Scott Mendelsohn	Sept - 1/2 allocation	5,000.00		133,888.93	333	0.912329	904.86
Bill	10/01/2020	051	Scott Mendelsohn	Oct - 1/2 allocation	5,000.00		138,888.93	303	0.830137	817.03

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	11/02/2020	Nov - #52	Scott Mendelsohn	Nov - 1/2 allocation	5,000.00		142,222.26	271	0.742466	724.79
Bill	12/01/2020	053	Scott Mendelsohn	Dec - 1/2 allocation	50,000.00		145,555.59	242	0.663014	6,424.57
Check	12/15/2020	1986	Scott Mendelsohn	Bonus for 2020 services - 1/2 allocation	10,000.00		152,222.26	228	0.624658	1,206.27
Bill	01/04/2021	54	Scott Mendelsohn	Jan - 1/2 allocation	5,750.00		156,055.59	208	0.569863	629.55
Bill	02/01/2021	055	Scott Mendelsohn	Feb - 1/2 allocation	5,750.00		159,888.92	180	0.493151	540.95
Bill	03/01/2021	#56	Scott Mendelsohn	Mar - 1/2 allocation	5,750.00		163,722.25	152	0.416438	453.57
Bill	04/01/2021	#057	Scott Mendelsohn	Apr - 1/2 allocation	5,750.00		167,555.58	121	0.331507	358.25
Bill	05/01/2021	58	Scott Mendelsohn	May - 1/2 allocation	5,750.00		171,388.91	91	0.249315	267.40
Bill	06/01/2021	#59	Scott Mendelsohn	June - 1/2 allocation	5,750.00		175,222.24	60	0.164384	174.94
Bill	07/01/2021	#060	Scott Mendelsohn	July - 50% allocation	5,750.00		177,138.91	30	0.082192	86.81
Total S. Mendelsohn					312,333.32	22,500.01	177,138.91			1,821,423.91
Total Consultants					1,072,083.32	22,500.01	935,638.91			
Total 09000 - Project Management					1,076,250.02	22,500.01	939,805.61			
TOTAL					**3,793,666.09**	**37,270.89**	**3,642,450.80**			**1,821,423.91**

Project Costs	3,642,450.80
Interest to 7/31/21	1,821,423.91
	$ 5,463,874.71

Exhibit B

Republic Santa Clara Project - Lost Opportunity			
	JV Investor	**Republic**	**Project**
Total Equity Investment	$39,402,991	$4,378,110	$43,781,101
Gross Income & Proceeds Projected	$82,082,032	$18,863,141	$100,945,173
Net Profit - Lost Opportunity Cost	$42,679,041	$14,485,031	$57,164,072

PROOF OF SERVICE

The undersigned declares:

I am employed in the County of San Francisco, State of California. I am over the age of 18 and am not a party to the within action; my business address is c/o Nossaman LLP, 50 California Street, 34th Floor, San Francisco, CA 94111.

On March 4, 2022, I served the foregoing DECLARATION OF BRENDAN F. MACAULAY IN SUPPORT OF DEMURRER OF CITY OF SANTA CLARA TO PLAINTIFF REPUBLIC METROPOLITAN'S COMPLAINT AND MOTION TO STRIKE PORTIONS OF PLAINTIFF'S COMPLAINT on parties to the within action as follows:

☐ (By U.S. Mail) On the same date, at my said place of business, Copy enclosed in a sealed envelope, addressed as shown on the attached service list was placed for collection and mailing following the usual business practice of my said employer. I am readily familiar with my said employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service, and, pursuant to that practice, the correspondence would be deposited with the United States Postal Service, with postage thereon fully prepaid, on the same date at San Francisco, California.

☐ (By Facsimile) I served a true and correct copy by facsimile pursuant to C.C.P. 1013(e), to the number(s) listed on the attached sheet. Said transmission was reported complete and without error. A transmission report was properly issued by the transmitting facsimile machine, which report states the time and date of sending and the telephone number of the sending facsimile machine. A copy of that transmission report is attached hereto.

☐ (By Overnight Service) I served a true and correct copy by overnight delivery service for delivery on the next business day. Each copy was enclosed in an envelope or package designated by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

☐ (By Electronic Service) By emailing true and correct copies to the persons at the electronic notification address(es) shown on the accompanying service list. The document(s) was/were served electronically and the transmission was reported as complete and without error.

☑ (By Electronic Service) Pursuant to California Rules of Court, rules 2.251(a)(2) and 2.251(a)(3), by submitting an electronic version of the document(s) to One Legal, through the user interface at www.onelegal.com, I caused the document(s) to be sent to the person(s) listed on the attached service list.

Executed on March 4, 2022.

☑ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Anthony Levintow
Anthony Levintow

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